

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, February 7, 2023**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe, President*

*Vanessa Kritzer, Vice President*

*Jeralee Anderson*

*David Carson*

*Steve Fields*

*Varisha Khan*

*Melissa Stuart*

## REDMOND CITY COUNCIL

### AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **AGENDA**

### **ROLL CALL**

#### **I. SPECIAL ORDERS OF THE DAY**

PROCLAMATION: Black History Month

[Proclamation](#)

#### **II. ITEMS FROM THE AUDIENCE**

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

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

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

#### **III. CONSENT AGENDA**

##### **A. Consent Agenda**

1. Approval of the Minutes: January 17, 2023, Regular Meeting, and January 24, 2023, Special Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

[Regular Meeting Minutes for January 17, 2023](#)

[Special Meeting Minutes for January 24, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, January 25, 2023](#)

[Council Payroll Check Approval Register, January 31, 2023](#)

[Check Approval Register, February 7, 2023](#)

3. [AM No. 23-008](#) Approval of a 2022-2023 Washington State Archives Local Records Grant Award in the Amount of \$40,132  
*Department: Police*

[Attachment A: Redmond Police Department Policy 804 Records Maintenance and Destruction](#)

[Attachment B: Washington State Archives Law Enforcement Records Retention Schedule 8.1 to 8.3](#)  
[Attachment C: Washington Association of Sheriffs and Police Chiefs Accreditation Standard 5.6](#)

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

4. [AM No. 23-009](#) Adoption of an Ordinance Related to Prohibition of Firearms and Other Weapons Consistent with State law

a. Ordinance No. 3112: An Ordinance of the City of Redmond, Washington, Related to Firearms and Other Weapons; Amending Chapter 9.24 of the Redmond Municipal Code (RMC) to Adopt RCW 9.41.280 and RCW 9.41.305, in Response to Changes in State Law Through Engrossed Substitute House Bill 1630

*Department: Executive*

[Attachment A: Ordinance](#)

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

5. [AM No. 23-010](#) Approval to Award Contract to Stein, Lotzkar & Starr, in the Amount of \$575,000 a year, for the Provision of Public Defense Services

*Department: Planning and Community Development*

[Attachment A: RFP Public Defender Services](#)

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

6. [AM No. 23-011](#) Approval of Amendment to the Medic One Consortium ILA  
*Department: Fire*

[Attachment A: ILA Northeast King County Consortium](#)

[Attachment B: Medic One Consortium ILA Amendment](#)

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

7. [AM No. 23-012](#) Approval of Extension and Amendment of Consulting Services Agreement with inLife Clinic, with a Maximum Amount of \$100,000 per Year, for Internal Mental Health Professional (MHP)  
*Department: Fire*

[Attachment A: MHP Contract](#)

[Attachment B: MHP Extension and Amendment](#)

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

8. [AM No. 23-013](#) Approval of Washington State Allocation of \$33,752 to Assist with the Cost of Training Required by Legislation Enacted in 2021 and 2022  
*Department: Police*

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

9. [AM No. 23-014](#) Approval of an Interlocal Agreement for Mobile Integrated Healthcare Services  
*Department: Fire*

[Attachment A: Interlocal Agreement](#)

**Legislative History**

1/17/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

10. [AM No. 23-015](#) Acceptance of a Grant Award in the Amount of \$17,940 from the Washington Festivals and Events Association  
*Department: Parks and Recreation*

[Attachment A: City of Redmond WFEA and ArtsWA Festival and Events Grant Application](#)

[Attachment B: WFEA Award Letter](#)

[Attachment C: City of Redmond Municipality Loss Statement](#)

[Attachment D: City of Redmond Derby Days Financial Reports 2018-2022](#)

[Attachment E: WFEA Agreement Redmond](#)

[Attachment F: WFEA Agreement Exhibits](#)

**Legislative History**

|         |   |                              |
|---------|---|------------------------------|
| 1/24/23 | Committee of the Whole -<br>Parks and Environmental<br>Sustainability | referred to the City Council |
|---------|---|------------------------------|

11. [AM No. 23-016](#) Acceptance of a Grant in the Amount of \$587,155 from the Washington State Department of Ecology to Purchase an Electric Fire Engine  
*Department: Fire*

**Legislative History**

|         |   |                              |
|---------|---|------------------------------|
| 1/24/23 | Committee of the Whole -<br>Parks and Environmental<br>Sustainability | referred to the City Council |
|---------|---|------------------------------|

12. [AM No. 23-017](#) Approval of OneRedmond Contract for Economic Development and Business Relations Services in the Amount of \$300,000 for 2023 and 2024  
*Department: Planning and Community Development*

[Attachment A: OneRedmond Contract](#)

**Legislative History**

|         |   |  |
|---------|---|--|
| 1/3/23  | Committee of the Whole -<br>Planning and Public Works | referred to the City Council Study Session |
| 1/24/23 | City Council  | referred to the City Council               |

**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports****1. Staff Reports**

- a. [AM No. 23-006](#) Redmond Zoning Code Text Amendments - Town Center Zone (TWNC): Incentives and Design Standards

*Department: Planning and Community Development*

[Attachment A: Planning Commission Report](#)

[Attachment B: Presentation Slides](#)

[Attachment C: DRAFT Ordinance - TWNC RZC Text Amendment](#)

**Legislative History**

|         |  |                              |
|---------|--|------------------------------|
| 1/3/23  | Committee of the Whole - Planning and Public Works | referred to the City Council |
| 1/17/23 | City Council                                       | presented                    |

**2. Ombudsperson Report**

*January: Councilmember Fields*

*February: Councilmember Forsythe*

**3. Committee Reports****V. UNFINISHED BUSINESS****VI. NEW BUSINESS****VII. EXECUTIVE SESSION****VIII. ADJOURNMENT**



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 2/7/2023  
**Meeting of:** City Council  
Day

**File No.** SPC 23-010  
**Type:** Special Orders of the

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PROCLAMATION: Black History Month

## PROCLAMATION

- WHEREAS, each year, Black History Month is observed in February; and
- WHEREAS, the origins of Black History Month date back to 1915 when Dr. Carter G. Woodson founded the organization known today as the Association for the Study of African American Life and History; and
- WHEREAS, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom; and
- WHEREAS, Black History Month also celebrates the achievements and contributions that African Americans have made in shaping our country, society, and communities; and
- WHEREAS, every year, the Association for the Study of African American Life and History sets a theme for Black History Month, and the theme for 2023 is "Black Resistance"; and
- WHEREAS, this year's Black History Month theme explores how "African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms, and police killings since our arrival upon these shores. These efforts have been to advocate for a dignified self-determined life in a just democratic society in the United States and beyond the United States political jurisdiction."; and
- WHEREAS, to participate in observing Black History Month, those interested can visit [asalh.org](https://asalh.org) to learn more about the origins of the month, this year's theme, and African American history;

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim February 2023 as:

## BLACK HISTORY MONTH

and encourage everyone to observe this month by acknowledging the history and challenges faced by African Americans, and paying tribute to this community for its strength, perseverance, character, and contributions, all of which enrich our lives.

  
\_\_\_\_\_  
Angela Birney, Mayor

February 6, 2023  
\_\_\_\_\_  
Date



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** SPC 23-006  
**Type:** Minutes

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Approval of the Minutes: January 17, 2023, Regular Meeting, and January 24, 2023, Special Meeting  
(recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))



## **CALL TO ORDER**

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

## **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: None

## **SPECIAL ORDERS OF THE DAY**

A. PRESENTATION: Cascadia College - President Eric Murray

Dr. Eric Murray provided an update on the opening of Cascadia College Redmond at the Together Center.

## **ITEMS FROM THE AUDIENCE**

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

- Alex Tsimmerman - fairness of elections, the increase in crime and spending billions on transportation;
- Bob Yoder - thanked the Parks Department for pickleball courts, in support of the Redmond Town Center amendments, lighting, safety and the parks system;
- David Morton - immediate environmental issues facing Redmond, community involvement and taking action; and
- Patrick Woodruff - proposed Redmond Town Center amendments, public outreach program, and the consequences of any delay.

## **CONSENT AGENDA**

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

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

1. Approval of the Minutes: January 3, 2023, Regular Business Meeting, and January 10, 2023, Special Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187587 through #187604  
#141861 through #142586  
#1530 through #1534

\$4,416,009.91

CLAIMS CHECKS:

#443541 through #443671

\$3,061,206.42

3. AM No. 23-004: Confirmation of Appointments of New Planning Commission Members

4. AM No. 23-005: Approval of the 2023-2025 Collective Bargaining Agreement between the City of Redmond and the International Association of Fire Fighters (IAFF) No. 2829 Union Representing the Represented Fire Support Employees in the Fire Department

a. Ordinance No. 3111: An Ordinance of the City of Redmond, Washington Amending the 2023 FS Pay Plan of Fire Fighters No. 2829 Union Representing the Represented Fire Support Employees in the Fire Department

Mayor Pro Tem Forsythe read the ordinance title into the record.

The new Planning Commissioners, Angela Nuevacamina and Jeannine Woodyear, were sworn in at this time.

**ITEMS REMOVED FROM THE CONSENT AGENDA: NONE**

**HEARINGS AND REPORTS**

Public Hearing: None

Staff Reports:

a. AM No. 23-006: Redmond Zoning Code Text Amendments Town Center Zone (TWNC): Incentives and Design Standards

Carol Helland, Director of Planning and Community Development, introduced this item and staff provided a presentation.

b. AM No. 23-007: Redmond 2050 - Housing, Transportation, and Overlake Regulations Preview

Carol Helland, Director of Planning and Community Development, introduced this item and staff provided a presentation.

Ombudsperson Report:

Councilmember Stuart reported receiving resident contacts regarding - support for funding; downtown building design; major league cricket; sustainability conversation; new business in the Redmond Town Center; PSE service quality; and testified regarding a senate bill.

Councilmember Fields reported receiving resident contacts regarding - construction parking in a neighborhood; development question; traffic signaling; appreciation for support for Chinese American history month; demonstrate support for mental health awareness; and clarification on sustainability goals.

Committee Reports:

Councilmember Kritzer provided committee reports:

- Eastside Transportation Partnership; and
- Sound Cities Association Public Issues Committee.

Councilmember Forsythe provided committee reports:

- Sound Cities Association Deputy Mayors and Council Presidents; and
- Testified on Senate Bills.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council  
the regular meeting adjourned at 9:01 p.m.

\_\_\_\_\_  
JESSICA FORSYTHE, MAYOR PRO TEM

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: February 7, 2023*

DRAFT

## **CALL TO ORDER**

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:30 p.m. The meeting was held in the Redmond City Hall Council Chambers.

## **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

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

Councilmember Fields was absent from the meeting.

## **AUDIT EXIT CONFERENCE**

Members of the Council met for the audit exit conference with Katrina Choi, Li June, and Haji Adams from the State Auditor's Office. The audit was for fiscal year 2021.

Malisa Files, Chief Operating Officer, discussed the City's response and appeal of the audit findings.

The auditors discussed the scope of the audit. In the areas that were reviewed, it was found that the city complied with state law and regulations and city policies; no significant deficiencies were found; uncorrected misstatements have been provided; financial statement findings; annual comprehensive financial report; and federal grant compliance.

Discussion ensued regarding: changes in audit processes; unearned revenue and unavailable revenue; changes to financial reporting policies; and auditing the CFD.

The audit costs were provided; the next audit will occur in May 2023; information regarding online resources were overviewed; and the report will be published on the State Auditor's website.

## **ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 7:02 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: February 7, 2023*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** SPC 23-007  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 1/15 - 1/31/2023  
Check Date: 1/25/2023

|                                     |                        |
|-------------------------------------|------------------------|
| Check Total:                        | \$ 42,619.00           |
| Direct Deposit Total:               | \$ 2,948,031.81        |
| Wires & Electronic Funds Transfers: | \$ 1,838,940.03        |
| Grand Total:                        | <u>\$ 4,829,590.84</u> |

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

All Checks numbered **187605** through **187627** ,  
Direct deposits numbe **142587** through **143320** , and  
Electronic Fund trans **1535** through **1539**  
are approved for payment in the amount of **\$4,829,590.84**  
on this **7 day of February 2023**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 1/15 - 1/31/2023  
Check Date: 1/25/2023

|                                    |                        |
|------------------------------------|------------------------|
| Total Checks and Direct deposit:   | \$ 4,292,081.38        |
| Wire Wilmington Trust RICS (MEBT): | \$ 537,509.46          |
| Grand Total:                       | <u>\$ 4,829,590.84</u> |

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 1/01 - 1/31/2023  
Check Date: 1/31/2023

|                                     |    |           |
|-------------------------------------|----|-----------|
| Check Total:                        | \$ | -         |
| Direct Deposit Total:               | \$ | 6,968.14  |
| Wires & Electronic Funds Transfers: | \$ | 4,935.98  |
| Grand Total:                        | \$ | 11,904.12 |

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

All Checks numbered through ,  
Direct deposits numbe **143321** through **143328** , and  
Electronic Fund transfe **1540** through **1540**  
are approved for payment in the amount of **\$11,904.12**  
on this **7 day of February 2023**.

**Note:**

City of Redmond  
Payroll Final Check List  
Pay period: 1/01 - 1/31/2023  
Check Date: 1/31/2023

|                                    |    |           |
|------------------------------------|----|-----------|
| Total Checks and Direct deposit:   | \$ | 7,973.08  |
| Wire Wilmington Trust RICS (MEBT): | \$ | 3,931.04  |
| Grand Total:                       | \$ | 11,904.12 |

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington



I, Deputy Finance Director, do hereby certify to the City Council, that the checks for the months of January & February 2023 are true and correct to the best of my knowledge.

DocuSigned by:

  
63E106A5C3D744A...

Kelley Cochran, Deputy Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 443672 through 444132, and Wire Transfers are approved for payment in the amount of \$16,765,639.31. This 7<sup>th</sup> day of February 2023.

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## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-008  
**Type:** Consent Item

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

|        |                    |              |
|--------|--------------------|--------------|
| Police | Chief Darrell Lowe | 425-556-2529 |
|--------|--------------------|--------------|

**DEPARTMENT STAFF:**

|        |            |                                       |
|--------|------------|---------------------------------------|
| Police | Cori Baker | Police Support Services<br>Supervisor |
|--------|------------|---------------------------------------|

**TITLE:**

Approval of a 2022-2023 Washington State Archives Local Records Grant Award in the Amount of \$40,132

**OVERVIEW STATEMENT:**

The Redmond Police Department (RPD) has approximately 311 reels of 16mm microfilm dating from 1977- 2000, which is becoming brittle as it ages, with 2 reels having torn in the past year. Conversion will secure the data, make it searchable, and allow us to purge eligible records. The Washington State Archives has awarded the RPD a \$40,132 grant to cover the cost of conversion.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Police Department Policy 804, WA State Archives Law Enforcement Records Retention Schedule 8.1 - 8.3, WASPC Accreditation Standard 5.6
- **Required:**  
Council approval is required to receive a grant.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Existing microfilm is becoming brittle as it ages, and 2 reels have torn within the past year which makes them unsearchable.

**OUTCOMES:**

The Redmond Police Department (RPD) received 38 Public Records Requests during the past year for which responsive records were located on microfilm reels. There were 1,094 separate pages on microfilm that were reprinted and then scanned in order to fulfill the Public Records Requests. The Department also received 6 vacate and/or juvenile seal notices which required research on microfilm.

Two reels of microfilm have torn in the microfilm viewer machine in the past year. At this time, we are unable to view records on those 2 reels. The Department is currently unable to manage or destroy records on microfilm, as there are approximately 3000 images (pages) per reel, and each reel contains many separate records. Digitizing the microfilmed records would allow for a direct link to the digitized documents to be created in the Spillman RMS. The documents would also be searchable by case number or by Optical Character Recognition (OCR) within our ILINX database. Searching digitized documents would be a much faster process than searching via microfilm reader. Digitizing the documents would allow the Department to manage the records in a manner consistent with the records retention schedules published by the Washington State Archives and would allow the Department to apply retention schedules to individual cases and record categories.

Redmond Police Department (RPD) proposes to have a vendor scan 311 reels of 16mm microfilm at 200dpi in grayscale with jpeg compression, index the records by case number, and handle approximately 20 hours of repair on over or under-exposed film or processing errors. One PDF image per case file or record will be created as part of the scanning process. The project will also include Optical Character Recognition (OCR), DVD backup, and 100% image review with blank page verification. The digital files will then be imported into RPD's existing database, ILINX, which links digitized documents to the RMS system, Spillman.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Work to be completed by May 1, 2023
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

\$40,132, reimbursable by grant award

**Approved in current biennial budget:**

☐ Yes

☐ No

☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

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

***If yes, explain:***

An additional cost of approximately \$6,000 - \$8,200 has been identified as a potential cost if additional work by or with Image Source is required to upload and/or assign metadata to the converted data files.

**Funding source(s):**

Grant

**Budget/Funding Constraints:**

Work must be completed by May 1, 2023

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting   | Requested Action  |
|-----------|---|-------------------|
| 1/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Work must be completed by May 1, 2023

**ANTICIPATED RESULT IF NOT APPROVED:**

If this grant award is not approved, the City would lose the grant, and bear the \$40,132 cost for digitizing. As the funds have not been included as a budget request, it is more likely that the project would be paused, the records would not be digitized, and the potential for damage to the physical microfilm reels would continue. Response times for public records requests and other requests would continue to increase and the Department would not be able to destroy records eligible for purging.

**ATTACHMENTS:**

Attachment A: Redmond Police Department Policy 804 - Records Maintenance and Destruction Attachment B: Washington State Archives Law Enforcement Records Retention Schedule 8.1-8.3 Attachment C: Washington Association of Sheriffs and Police Chiefs Accreditation Standard 5.6

## Records Maintenance and Release

### 804.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

### 804.2 POLICY

The Redmond Police Department is committed to providing public access to records in a manner that is consistent with the Washington Public Records Act (RCW 42.56.001 et seq.).

### 804.3 POLICE PROGRAM COORDINATOR FOR PUBLIC RECORDS

The City of Redmond has one Public Records Officer (RCW 42.56.580). The Police Department shall have at least one Police Program Coordinator for Public Records, who shall receive and process all public records requests for Police Department records, under the supervision of the Support Services Supervisor. The responsibilities of the Police Program Coordinator for public records include but are not limited to:

- (a) Adhering to City rules and State laws regarding the inspection and copying of department public records as reasonably necessary for the protection of such records.
  - 1. Rules and procedures for public inspection and copying shall be prominently displayed and made available to the public for inspection and copying (RCW 42.56.040).
- (b) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (c) Ensuring a current list containing every law that the Department believes exempts or prohibits disclosure of specific information or records of the Department is available to the public (RCW 42.56.070).
- (d) Releasing records when subpoenas for the production of records are received.
- (e) Ensuring the availability of a current schedule of fees for public records as allowed by law and as approved by the city council (RCW 42.56.070; RCW 42.56.120; RCW 42.56.130).
- (f) Ensuring that the business hours for record inspection or copying are posted on the department's website and made known by other means designed to provide the public with notice (RCW 42.56.090).

#### 804.3.1 RECORDS MANAGEMENT

The Support Services Supervisor is responsible for managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records and following the applicable state records retention schedules established by the Washington State Archives.

### *Records Maintenance and Release*

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#### **804.4 PROCESSING REQUESTS FOR PUBLIC RECORDS**

Any department member who receives a request for any record shall route the request to the Police Program Coordinator for Public Records or the authorized designee.

##### **804.4.1 REQUESTS FOR RECORDS**

The processing of requests for any record is subject to the following:

- (a) The Department is not required to create records that do not exist.
- (b) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released.
  - 1. A copy of the redacted released records and accompanying redaction log should be maintained in the Records Unit for proof of what was actually released. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and the accompanying redaction log should be maintained in the Records Unit. A notation should be made in the case file audit trail to document the date and what records were released.
- (c) Requests to inspect or copy records shall be responded to promptly. Within five business days of receiving the request, one of the following responses shall be made (RCW 42.56.520):
  - 1. Providing the record.
  - 2. Providing the internet address and link of the department website to the specific records requested.
    - (a) If the requester notifies the Department that access cannot be obtained through the internet, then copies of the record shall be provided or the requester may view the records on the department computer.
  - 3. Acknowledging the receipt of the request and providing a reasonable estimate of time the Department will require to respond to the request. Additional time may be required to respond based upon:
    - (a) The need to clarify the request.
    - (b) The need to locate and assemble the information requested.
    - (c) Notification to third persons or agencies affected by the request.
    - (d) Determination whether any of the information requested is exempt.
  - 4. Acknowledging the receipt of the request and asking the requester for clarification if the request is not clear and providing the requester a reasonable estimate of the time that will be needed to respond if the request is not clarified. If the requester does not respond, and the entire request is unclear, the Department need not produce records. If only part of the request is unclear, the Department shall produce records for to those portions of the request that are clear.

## *Records Maintenance and Release*

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### 804.4.2 DENIALS

- (a) The denial of a portion or the entirety of records shall be accompanied by a written statement that includes the specific exemption and a brief explanation of how the exemption applies to the withheld or redacted records (RCW 42.56.210).
- (b) Requests that are denied are subject to judicial review and the burden of proof is on the Department to show that the records requested are exempt or prohibited in whole or part by statute (RCW 42.56.550).

### **804.5 RELEASE RESTRICTIONS**

Examples of release restrictions may include but are not limited to:

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver license record, motor vehicle record, or any department record, including traffic collision reports, are restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722).
- (b) Personnel records that contain personal information to the extent that disclosure would violate privacy rights (RCW 42.56.230; RCW 42.56.250).
- (c) Specific intelligence and specific investigative records regarding the discipline of a member of any profession where nondisclosure is essential for effective law enforcement or for the protection of any person's right to privacy (RCW 42.56.240).
- (d) Victim and witness information revealing the identity of persons who file complaints if disclosure would endanger the person's life, physical safety, or property, or if the victim or witness requests non-disclosure at the time of complaint (RCW 42.56.240).
- (e) Child victim and witness identity information including name, address, recordings, and photographs (RCW 7.69A.030; RCW 42.56.240).
- (f) Concealed pistol license applications or information on the applications unless release is to law enforcement or corrections agencies under RCW 9.41.070.
- (g) Information revealing the specific details of the alleged assault, identity, or contact information of a child victim of sexual assault who was under age 18. Identifying information means the child victim's name, address, location, photograph, and in cases in which the child victim is a relative, stepchild, or stepsibling of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. Contact information includes phone numbers, email addresses, social media profiles, and usernames and passwords (RCW 10.97.130; RCW 42.56.240).
- (h) Personal identifying information collected relating to local security alarm system programs and vacation crime watch programs (RCW 42.56.240).
- (i) Certain criminal history record information as restricted by the Criminal Records Privacy Act (RCW 10.97.040 et seq.).
- (j) Preliminary drafts, notes, recommendations, or intra-agency memorandums in which opinions are expressed, or policies formulated, or recommended (RCW 42.56.280).

### *Records Maintenance and Release*

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- (k) Records that are relevant to a controversy (threatened, actual, or completed litigation) to which the Department is a party but which records would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts (RCW 42.56.290).
- (l) Security records including but not limited to records relating to preparing and responding to criminal terrorist acts; vulnerability assessments and emergency and escape plans of secured facilities; information regarding infrastructure and security of computer and telecommunications networks; system security and emergency preparedness plans; and as further defined in RCW 42.56.420.
- (m) Global positioning system data that indicates the location of a member's residence or of a public employee or volunteer (RCW 42.56.240; RCW 42.56.250).
- (n) Information contained in a local, regional, or statewide gang database (RCW 42.56.240).
- (o) Body worn camera recordings that violate a person's right to privacy (RCW 42.56.240)
- (p) Personal identifying information, or information regarding citizenship or immigration status, of any victim of criminal activity or trafficking who is requesting certification for a U or T visa, except where allowed by law (RCW 7.98.020).
- (q) Personal identifying information about an individual's religious beliefs, practices, or affiliation (RCW 42.56.235).
- (r) Investigative records compiled by the Department regarding possible unfair practices of discrimination under RCW 49.60.010 et seq. or possible violation of other federal, state, or local laws or Redmond Police Department internal policies during an active and ongoing investigation (RCW 42.56.250).
  - 1. Records may be released upon completion of the investigation as allowed under RCW 42.56.250.
- (s) Any other information that may be appropriately denied by Washington law.

#### **804.6 SUBPOENAS AND DISCOVERY REQUESTS**

Any member who receives a subpoena duces tecum or discovery request for records should promptly notify a supervisor and the Police Program Coordinator for Public Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the Prosecuting Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.



### *Records Maintenance and Release*

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#### **804.7 RELEASED CASE RECORDS TO BE LOGGED**

All electronic case records released, via email, pursuant to this policy should be encrypted before release and logged in the audit trail for the associated case. All physical copies of case records being released via mail, fax or in person pursuant to this policy should be logged in the audit trail for the associated case. The audit trail of release should include: date and time of release, list of all documents and records released, format it was released in, who they were released to (including name of individual and their agency of employment), how it was released, why it was released, and whom it was released by.

The department will utilize adobe acrobat's encryption function to encrypt a pdf file when the information is released via email.

#### **804.8 SECURITY BREACHES**

Members who become aware that any Redmond Police Department system containing personal information may have been breached should notify the City of Redmond Public Records Officer and the Administrative Captain as soon as practicable.

The City of Redmond Public Records Officer shall ensure the required notice is given to any resident of this state whose unsecured personal information is reasonably believed to have been acquired by an unauthorized person (RCW 42.56.590).

Notice shall be given as soon as reasonably practicable but may be delayed if notification will impede a criminal investigation.

For the purposes of the notice requirement, personal information is defined in RCW 42.56.590,

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Public Records Officer should promptly notify the Department TAC (see the Protected Information Policy).

#### **804.9 EXPUNGEMENT, SEAL, VACATE, AND DELETION OF RECORDS**

Expungement orders received by the Department shall be reviewed for appropriate action by the Records Unit, in consultation with the City Attorney, as appropriate. The Records Unit shall seal, vacate, delete, or expunge such records as ordered by the court, pursuant to RCW 13.50, RCW 9.94A or RCW 10.97. Records may include, but are not limited to, a record of arrest, investigation, detention or conviction. Once a record is expunged, members shall respond to any inquiry as though the subject was not involved. Once a record is sealed, members shall reply to any inquiry concerning confidential or sealed records that records are confidential, and no information can be given about the existence or nonexistence of records concerning an individual. Requests for deletion of records containing non-conviction data only should be processed pursuant to RCW 10.97.060.

### *Records Maintenance and Release*

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#### **804.10 TRAINING**

The Police Program Coordinator for Public Records shall complete a training program consistent with the Attorney General's model rules within 90 days of assuming responsibilities for public records and complete refresher training as required (RCW 42.56.152).



## 8. INVESTIGATION

The function of investigating criminal activity, agency operations and procedures, and employee conduct within the local law enforcement agency's jurisdiction.

### 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION  |
|--|---|---|--|
| LE12-01-03<br>Rev. 1                     | <b>Case Assignment Control</b><br>Logs documenting the assignment of criminal cases to detectives.  | <b>Retain</b> until no longer needed<br>for agency business<br><i>then</i><br><b>Destroy.</b>   | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM                                   |
| LE2010-062<br>Rev. 2                     | <b>Case Files – Homicides (Solved)</b><br>Case reports and files assembled by law enforcement in the course of investigating homicides that have been solved.<br>Includes, but is not limited to: <ul style="list-style-type: none"> <li>Bond and bail information;</li> <li>Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.).</li> </ul> Excludes records covered by: <ul style="list-style-type: none"> <li><i>Criminal History Record Information (DAN LE07-01-05);</i></li> <li><i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i></li> </ul> | <b>Retain</b> for 20 years after<br>conclusion of investigation<br><i>and</i><br>until exhaustion of appeals<br>process<br><i>then</i><br><b>Transfer</b> to Washington State<br>Archives for appraisal and<br>selective retention. | <b>ARCHIVAL</b><br><b>(Appraisal Required)</b><br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION   |
|--|---|--|---|
| LE2010-061<br>Rev. 2                     | <p><b>Case Files – Homicides (Unsolved), Missing Persons (Not Found), and Unidentified Bodies</b></p> <p>Case reports and files assembled by law enforcement in the course of investigating unsolved homicides, unidentified bodies or unfound missing persons where the case has not been solved.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none"><li>Bond and bail information;</li><li>Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.).</li></ul> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li><i>Criminal History Record Information (DAN LE07-01-05);</i></li><li><i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i></li></ul> | <p>Retain for 75 years after case opened</p> <p><i>and</i></p> <p>until no longer needed for agency business</p> <p><i>then</i></p> <p><b>Transfer</b> to Washington State Archives for permanent retention.</p> | <p><b>ARCHIVAL</b><br/>(Permanent Retention)</p> <p><b>ESSENTIAL</b><br/>(for Disaster Recovery)</p> <p>OPR</p> |



## 8.1 CASE MANAGEMENT

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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION                          |
|--|--|--|--------------------------------------|
| LE2010-063<br>Rev. 3                     | <p><b>Case Files – Sex Offenders and Sexually Violent Offenses</b></p> <p>Case reports and files assembled by law enforcement in the course of investigating criminal sex or kidnapping offenses as defined in chapter 9A.44 RCW, sexually violent offenses as defined in RCW 71.09.020(17), or pertaining to a sex offender as defined in chapter 9A.44 RCW.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• Bond and bail information;</li><li>• Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.).</li></ul> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li>• <i>Criminal History Record Information (DAN LE07-01-05);</i></li><li>• <i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i></li></ul> <p><i>Note: Records of any investigative reports pertaining to sex offenders as defined in Chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020 that are not required in the current operation of the law enforcement agency or for pending judicial proceedings shall be transferred to the Washington Association of Sheriffs and Police Chiefs in accordance with RCW 40.14.070(2)(b).</i></p> | <p><b>Retain</b> for 5 years after conclusion of investigation<br/><i>and</i><br/>until exhaustion of appeals process<br/><i>then</i><br/><b>Transfer</b> to Washington Association of Sheriffs and Police Chiefs for permanent retention.</p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION  |
|--|--|---|--|
| LE2010-060<br>Rev. 3                     | <p><b>Case Files – Other Cases (Notorious/Historically Significant)</b></p> <p>Case reports and files assembled by law enforcement in the course of investigating cases which have gained contemporary public notoriety or significance, such as cases that have:</p> <ul style="list-style-type: none"><li>• Received significant media coverage;</li><li>• Caused the agency to change policies/procedures or use new methods/technology;</li><li>• Been frequently cited in scholarly/professional literature or subject of well-known books/films;</li><li>• Otherwise been generally viewed by the community as important/significant, etc.</li></ul> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• Bond and bail information;</li><li>• Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.).</li></ul> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li>• <i>Case Files – Homicides (Solved) (DAN LE2010-062);</i></li><li>• <i>Case Files – Homicides (Unsolved), Missing Persons (Not Found), and Unidentified Bodies (DAN LE2010-061);</i></li><li>• <i>Case Files – Sex Offenders and Sexually Violent Offenses (DAN LE2010-063);</i></li><li>• <i>Criminal History Record Information (DAN LE07-01-05);</i></li><li>• <i>Criminal History Records Information – Non-Conviction Data (DAN LE2013-007).</i></li></ul> | <p><b>Retain</b> until no longer needed for agency business</p> <p><i>then</i></p> <p><b>Transfer</b> to Washington State Archives for permanent retention.</p> | <p><b>ARCHIVAL</b><br/>(Permanent Retention)<br/>NON-ESSENTIAL<br/>OPR</p> |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|--|---|--------------------------------------|
| LE2010-064<br>Rev. 2                     | <p><b>Case Files – Other Cases (Routine)</b></p> <p>Case reports and files assembled by law enforcement in the course of investigating any incident that is not covered by a more specific records series.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none"><li>Bond and bail information;</li><li>Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.).</li></ul> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li><i>Case Files – Other Cases (Notorious/Historically Significant) (DAN LE2010-060);</i></li><li><i>Criminal History Record Information (DAN LE07-01-05);</i></li><li><i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i></li></ul> | <p><b>Retain</b> for 5 years after conclusion of investigation<br/><i>and</i><br/>until exhaustion of appeals process<br/><i>then</i><br/><b>Destroy.</b></p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |
| LE12-01-04<br>Rev. 1                     | <p><b>Case Logs</b></p> <p>Logs documenting case tracking information within the agency.</p>   | <p><b>Retain</b> until all inclusive case files have been destroyed/transferred<br/><i>then</i><br/><b>Destroy.</b></p>                                       | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |
| LE2010-065<br>Rev. 1                     | <p><b>Court Disposition Information</b></p> <p>Records relating to information received from courts or other law enforcement agencies regarding the disposition of a court process in accordance with RCW 10.97.045.</p>   | <p><b>Retain</b> until no longer needed for agency business<br/><i>then</i><br/><b>Destroy.</b></p>   | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION   |
|--|---|---|---|
| LE07-01-11<br>Rev. 2                     | <b><i>Criminal Background Information Management</i></b><br>Records documenting the searching, management, and dissemination of criminal background information.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• National Crime Information Center (NCIC) Inquiry Logs;</li><li>• Secondary Dissemination Logs.</li></ul> <i>Note: Retention based on auditing requirements of the Washington State Patrol.</i> | <b>Retain</b> until completion of Washington State Patrol audit<br><i>then</i><br><b>Destroy.</b>   | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM                            |
| LE2010-066<br>Rev. 0                     | <b><i>Criminal History Audit Reports</i></b><br>Final reports of Washington State Patrol audit findings.<br><i>Note: Criminal history audit reports are retained by Washington State Patrol in accordance with the Washington State Patrol records retention schedule.</i>  | <b>Retain</b> for 6 years after completion of Washington State Patrol audit<br><i>then</i><br><b>Transfer</b> to Washington State Archives for appraisal and selective retention. | <b>ARCHIVAL</b><br>(Appraisal Required)<br>NON-ESSENTIAL<br>OPR |
| LE07-01-02<br>Rev. 1                     | <b><i>Criminal History Audit Trail Files</i></b><br>Records documenting the receipt and entry of disposition information to criminal offender record information in accordance with RCW 10.98.100.  | <b>Retain</b> for 1 year after completion of Washington State Patrol audit<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM                            |





## 8.1 CASE MANAGEMENT

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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION  |
|--|---|--|--|
| LE07-01-05<br>Rev. 3                     | <b><i>Criminal History Record Information</i></b><br>Criminal history record information as defined by RCW 10.97.030.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Fingerprints recorded in accordance with RCW 43.43.735 and transmitted to Washington State Patrol in accordance with RCW 10.98.050 or RCW 43.43.570;</li><li>• Identifiable descriptions;</li><li>• Notations of arrests, charges and dispositions;</li><li>• Mug shots.</li></ul> Excludes the records of Washington State Patrol. | <b>Retain</b> until transmitted to Washington State Patrol<br><i>and</i><br>until no longer needed for agency business<br><i>then</i><br><b>Destroy.</b>                                 | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR                               |
| LE2013-007<br>Rev. 1                     | <b><i>Criminal History Record Information – Non-Conviction Data</i></b><br>Criminal history record information (as defined by RCW 10.97.030) that consists entirely of non-conviction data (as defined by RCW 10.97.030) for which the subject of the criminal history information has requested deletion of the non-conviction data, and deletion has been granted in accordance with RCW 10.97.060.<br>Excludes records covered by <i>Criminal History Record Information (DAN LE07-01-05)</i> .                                    | <b>Retain</b> until deletion request from subject of non-conviction data is granted<br><i>or</i><br>until subject is deceased, whichever occurs sooner<br><i>then</i><br><b>Destroy.</b> | NON-ARCHIVAL<br><b>ESSENTIAL</b><br>(for Disaster Recovery)<br>OPR |



## 8.1 CASE MANAGEMENT

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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|---|---|--------------------------------------|
| LE2022-004<br>Rev. 0                     | <b><i>Custodial Interrogation Recordings</i></b><br>Electronic recordings of custodial interrogations as defined in section 2, chapter 329, Laws of 2021.<br><i>Note: Retention based on requirement to retain custodial interrogation recordings throughout the length of any resulting sentence, including any period of community custody extending through final discharge. (Section 14 – chapter 329, Laws of 2021).</i><br><i>Note: Retention requirements do not take effect until January 1, 2022.</i>  | <b>Retain</b> until final discharge of offender from custody (including community custody)<br><i>then</i><br><b>Destroy.</b>                                  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |
| LE2010-069<br>Rev. 1                     | <b><i>Evidence/Property In Custody – Management</i></b><br>Records documenting the intake, management, and disposition of property acquired by the agency as evidence or for safekeeping. <b>Does not include the actual evidence, which should be managed in accordance with applicable federal, state or local law, court order, and/or agency policy.</b><br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Evidence/property in/out logs;</li><li>• Documentation relating to disposition (destruction, return to owner, return to jurisdictional agency, etc.).</li></ul> Excludes records covered by: <ul style="list-style-type: none"><li>• <i>Executions Against Personal Property (DAN LE05-01-07);</i></li><li>• <i>Inmate Custody Files (Age 18 or Over) (DAN LE15-01-40);</i></li><li>• <i>Inmate Custody Files (Under Age 18) (DAN LE2010-038);</i></li><li>• <i>Property Seizure/Disposition (DAN LE03-01-08).</i></li></ul> | <b>Retain</b> for 6 years after disposition of property<br><i>and</i><br>1 year after disposition of pertinent case file(s)<br><i>then</i><br><b>Destroy.</b> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|---|---|--------------------------------------|
| LE2010-070<br>Rev. 1                     | <b><i>Expungement/Sealing/Vacation of Records</i></b><br>Records relating to requests and orders for the expungement, sealing, or vacation of criminal information or records in accordance with WAC 446-16-025.  | <b>Retain</b> for the current approved retention period for the records being expunged/sealed/vacated<br><i>then</i><br><b>Destroy.</b> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |
| LE2013-010<br>Rev. 0                     | <b><i>Fingerprint Analysis</i></b><br>Requests for fingerprint analysis received from external law enforcement agencies for the purpose of identifying an individual and that do not relate to criminal or other investigations undertaken by the agency. Includes latent prints from crime scenes, arrestee or inmate prints, and ten prints or other prints received for identification purposes, correspondence and reports.<br>Excludes: <ul style="list-style-type: none"><li>Records covered by <i>Fingerprint Requests (Public)</i> (DAN LE2013-001);</li><li>Ten prints or other fingerprints taken or received in regards to a concealed pistol license application or other permit/registration being processed by the agency and covered by a more specific DAN.</li></ul> | <b>Retain</b> for 3 years after request fulfilled<br><i>or</i><br>until returned to requesting agency<br><i>then</i><br><b>Destroy.</b> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



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| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|--|---|--------------------------------------|
| LE2022-008<br>Rev. 0                     | <b>Internal Review/Post-Incident Analysis (Routine)</b><br>Records relating to formal or informal analysis of a given response event to evaluate the events that occurred, strategy and tactics employed, results, and lessons learned.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Use of force forms and their review.</li></ul> Excludes records covered by <i>Complaints, Grievances, and Misconduct (Peace/Corrections Officers) (DAN 2022-003)</i> . | <b>Retain</b> for 6 years after completion of review<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |
| LE06-01-04<br>Rev. 2                     | <b>Investigational Conversation Recordings</b><br>Recordings of investigational conversations with victims, suspects, witnesses, or other individuals associated with criminal investigations.<br>Excludes records covered by <i>Custodial Interrogation Recordings (DAN LE2022-004)</i> .   | <b>Retain</b> for 1 year after transcribed verbatim and verified<br><i>or</i><br>until disposition of pertinent case file, <i>whichever is sooner</i><br><i>then</i><br><b>Destroy.</b> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |
| LE2010-077<br>Rev. 0                     | <b>Investigational Conversation Transcriptions</b><br>Transcriptions of recorded investigational conversations with victims, suspects, witnesses, or other individuals associated with criminal investigations.  | <b>Retain</b> until disposition of pertinent case file<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION  |
|--|---|--|--|
| LE2010-071<br>Rev. 0                     | <b><i>Investigative Funds</i></b><br>Records relating to agency funds expended during criminal investigation evidence buys, investigative expenses, and informant expenses and/or payments.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Expense vouchers;</li><li>• Receipt books for funds spent;</li><li>• Ledgers;</li><li>• Receipts for purchases.</li></ul> | <b>Retain</b> for 10 years after date of last expenditure<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR                                   |
| LE2010-072<br>Rev. 0                     | <b><i>Major Accident Response and Reconstruction (MARR)</i></b><br>Investigations of major traffic accidents resulting in fatalities or serious injury with a high likelihood of civil litigation.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Accident scene drawings and measurements;</li><li>• Crash data logs.</li></ul>                                     | <b>Retain</b> for 50 years after conclusion of investigation<br><i>then</i><br><b>Transfer</b> to Washington State Archives for appraisal and selective retention. | <b>ARCHIVAL</b><br><b>(Appraisal Required)</b><br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|--|---|--------------------------------------|
| LE2010-073<br>Rev. 1                     | <p><b>Polygraph Tests</b></p> <p>Records relating to polygraph examinations administered as part of a criminal case investigation.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• Uninterpreted polygraph results;</li><li>• Interpretive reports.</li></ul> <p>Excludes polygraph tests administered for non-criminal purposes covered by <i>Background Checks/Tests/Investigations (Non-Criminal)</i> (DAN LE2015-005).</p> | <p><b>Retain</b> until disposition of pertinent case file<br/><i>then</i><br/><b>Destroy.</b></p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION                          |
|--|--|--|--------------------------------------|
| LE2017-001<br>Rev. 1                     | <p><b>Recordings from Mobile Devices – Buffered Data/Images</b></p> <p>Automatically and continuously generated data and images that are captured by mobile recording devices, stored temporarily in the device, <i>and recorded over</i> as part of routine device operations <u>without being accessed</u>.</p> <p>Excludes:</p> <ul style="list-style-type: none"><li>• Data and images (including any “pre-event” or “post-event” buffer) that are part of a <b>manually or automatically triggered event recording</b>, covered by <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08)</i> and <i>Recordings from Mobile Devices – Incident Not Identified (DAN LE09-01-09)</i>;</li><li>• Any data and images that are <b>accessed before being recorded over</b> (e.g., if a triggered recording does not record successfully, if the agency reviews recorded images/data that are <u>not</u> part of a triggered event recording, etc.) covered by <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08)</i> and <i>Recordings from Mobile Devices – Incident Not Identified (DAN LE09-01-09)</i>;</li><li>• <i>Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras) (DAN LE2016-001)</i>.</li></ul> | <b>Destroy</b> as part of routine device operations <i>as defined by agency policy</i> . | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|--|---|--------------------------------------|
| LE09-01-08<br>Rev. 3                     | <p><b>Recordings from Mobile Devices – Incident Identified</b></p> <p>Recordings, created by the law enforcement agency using <b>mobile recording devices</b>, and whether manually or automatically triggered, that are <i>known</i> to have captured a unique or unusual action from which litigation or criminal prosecution is expected or likely to result.</p> <p><b>Includes all mobile recordings, regardless of where recording device is mounted</b>, such as:</p> <ul style="list-style-type: none"><li>• Bodycam (device on officer's chest, shoulder, head, cap, sunglasses, pole/stick, etc.);</li><li>• Dashcam (or any other device mounted on the inside or outside of a vehicle – car, motorcycle, boat, all terrain vehicle (ATV), bike, scooter, etc.);</li><li>• Dogcam (on an animal's body – canine, equine, etc.);</li><li>• Drone (unmanned aerial vehicle or any other remote controlled equipment).</li></ul> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li>• <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i></li><li>• <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001).</i></li></ul> | <p><b>Retain</b> until matter resolved<br/><i>and</i><br/>until exhaustion of appeals<br/>process<br/><i>then</i><br/><b>Destroy.</b></p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |





## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION                          |
|--|--|--|--------------------------------------|
| LE2016-001<br>Rev. 2                     | <p><b>Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras)</b></p> <p>Recordings, created by the law enforcement agency using <b>body worn cameras</b>, <i>provided that</i> the recording is <i>not known</i> to have captured a unique or unusual incident or action from which litigation or criminal prosecution is expected or likely to result.</p> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li>• <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i></li><li>• <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001);</i></li><li>• <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08);</i></li><li>• <i>Recordings from Mobile Devices – Incident Not Identified (Non Body Worn Cameras) (DAN LE09-01-09).</i></li></ul> <p><i>Note: Retention based on 60-day requirement for certain body worn camera recordings (RCW 42.56.240).</i></p> | <p><b>Retain</b> for 60 days after date of recording<br/><i>then</i><br/><b>Destroy.</b></p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|---|---|--------------------------------------|
| LE09-01-09<br>Rev. 5                     | <p><b>Recordings from Mobile Devices – Incident Not Identified (Non Body Worn Cameras)</b></p> <p>Recordings, created by the law enforcement agency using <b>mobile recording devices (other than body worn cameras)</b>, and whether manually or automatically triggered, that are <i>not known</i> to have captured a unique or unusual incident or action from which litigation or criminal prosecution is expected or likely to result.</p> <p>Includes, but is not limited to mobile recordings such as:</p> <ul style="list-style-type: none"><li>• Dashcam (or any other device mounted on the inside or outside of the vehicle – car, motorcycle, boat, all terrain vehicle (ATV), bike, scooter, etc.);</li><li>• Dogcam (on an animal's body – canine, equine, etc.);</li><li>• Drone (unmanned aerial vehicle or any other remote controlled equipment).</li></ul> <p>Excludes records covered by:</p> <ul style="list-style-type: none"><li>• <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i></li><li>• <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001);</i></li><li>• <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08);</i></li><li>• <i>Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras) (DAN LE2016-001).</i></li></ul> | <p>Retain for 90 days after date of recording<br/><i>then</i><br/><b>Destroy.</b></p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |



## 8.1 CASE MANAGEMENT

*The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION                          |
|--|--|--|--------------------------------------|
| LE2013-008<br>Rev. 0                     | <b><i>Suspicious Matter Testing</i></b><br>Records relating to the testing of suspicious matter or substances, such as green vegetable matter, for identification purposes.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Test requisitions;</li><li>• Testing and analysis notes, data, and reports (findings of fact reports, leaf marijuana test notes, etc.).</li></ul> Excludes: <ul style="list-style-type: none"><li>• Records covered by <i>Suspicious Matter Testing – Logs (DAN LE2013-009)</i>;</li><li>• Testing reports and other testing records that are part of a case file.</li></ul> | <b>Retain</b> until disposition of pertinent case file<br><i>then</i><br><b>Destroy.</b>       | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |
| LE2013-009<br>Rev. 0                     | <b><i>Suspicious Matter Testing – Logs</i></b><br>Logs used to track requisitions received by the law enforcement agency for the testing of suspicious matter.<br>Excludes records covered by <i>Suspicious Matter Testing (DAN LE2013-008)</i> .  | <b>Retain</b> for 3 years after date of latest entry<br><i>then</i><br><b>Destroy.</b>         | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM |
| LE2022-011<br>Rev. 0                     | <b><i>U-Visa / T-Visa Records</i></b><br>Records relating to the law enforcement agency's involvement with U-visas for victims of crime and T-visas for victims of human trafficking.  | <b>Retain</b> for 6 years after last contact with individual<br><i>then</i><br><b>Destroy.</b> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



## 8.2 INTELLIGENCE

*The activity of collecting information related to suspected or alleged criminal activity.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION   |
|--|---|---|---|
| LE07-01-03<br>Rev. 1                     | <b>Career Criminals</b><br>Records relating to repeat offenders who have been identified as career criminals.<br>Excludes records which are part of a case file.  | <b>Retain</b> until no longer needed<br>for agency business<br><i>then</i><br><b>Transfer</b> to Washington State<br>Archives for appraisal and<br>selective retention. | <b>ARCHIVAL</b><br>(Appraisal Required)<br>NON-ESSENTIAL<br>OFM |
| LE14-01-01<br>Rev. 1                     | <b>Confidential Informants</b><br>Records relating to individuals with confidential informant status who provide information<br>to the agency on a confidential basis.  | <b>Retain</b> until termination of<br>confidential informant status<br><i>then</i><br><b>Destroy.</b>   | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM                            |
| LE07-01-04<br>Rev. 2                     | <b>Crime Analysis Files</b><br>Records relating to analyses used to anticipate, prevent, or monitor potential criminal<br>activity.   | <b>Retain</b> for 1 year after<br>completion of analysis<br><i>then</i><br><b>Transfer</b> to Washington State<br>Archives for appraisal and<br>selective retention.    | <b>ARCHIVAL</b><br>(Appraisal Required)<br>NON-ESSENTIAL<br>OFM |
| LE12-01-08<br>Rev. 2                     | <b>Field Interrogation Reports</b><br>Limited informational reports compiled and/or created by officers in regard to persons or<br>vehicles that appear suspicious at the time or place of contact but do not immediately<br>result in arrest or prolonged detention.<br>Excludes records covered by <i>Custodial Interrogation Recordings (DAN LE2022-004)</i> . | <b>Retain</b> for 1 year after date of<br>report<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM                            |



## 8.2 INTELLIGENCE

*The activity of collecting information related to suspected or alleged criminal activity.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION   |
|--|---|---|---|
| LE2010-074<br>Rev. 0                     | <b><i>Intelligence Files</i></b><br>Criminal intelligence files created or accumulated by agency personnel in the course of investigating suspected or alleged criminal activity.<br>Includes records relating to the provision of special security (for dignitaries, witnesses, etc.).   | <b>Retain</b> until no longer needed for agency business<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR                            |
| LE2010-075<br>Rev. 0                     | <b><i>Intercepted Communications/Conversations – Recorded</i></b><br>Records relating to private communications and/or conversations obtained from non-consenting parties authorized by a superior court judge in accordance with RCW 9.73.040.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Authorization(s);</li><li>• Recordings.</li></ul> | <b>Retain</b> until disposition of pertinent case file<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR                            |
| LE2010-076<br>Rev. 0                     | <b><i>Intercepted Communications/Conversations – Not Recorded</i></b><br>Records relating to <u>unfulfilled</u> authorizations obtained from a superior court judge for the interception, transmission, or recording of communications or conversations with a non-consenting party.  | <b>Retain</b> until expiration of authorization<br><i>then</i><br><b>Destroy.</b>   | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR                            |
| LE14-01-02<br>Rev. 1                     | <b><i>Organized Crime</i></b><br>Records relating to the investigation of organized crime.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Criminal Activity Profiles (CAPs);</li><li>• Incidental documents;</li><li>• Name/individual subject records.</li></ul>  | <b>Retain</b> for 3 years after conclusion of investigation<br><i>then</i><br><b>Transfer</b> to Washington State Archives for appraisal and selective retention. | <b>ARCHIVAL</b><br>(Appraisal Required)<br>NON-ESSENTIAL<br>OPM |



## 8.2 INTELLIGENCE

*The activity of collecting information related to suspected or alleged criminal activity.*

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION   |
|--|--|---|---|
| LE2010-078<br>Rev. 0                     | <b><i>Strip/Body Cavity Searches</i></b><br>Records relating to strip or body cavity searches performed in accordance with RCW 10.79.080 and/or RCW 10.79.150.<br>Includes, but is not limited to: <ul style="list-style-type: none"><li>• Authorizations and warrants;</li><li>• Statements of results/reports.</li></ul> | <b>Retain</b> for 6 years after date of search<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR                            |
| LE03-01-40<br>Rev. 1                     | <b><i>Special Weapons and Tactics (SWAT)</i></b><br>Records relating to special or tactical operations planned and/or carried out by Special Weapons and Tactical (SWAT) units.<br>Excludes SWAT records that are part of a case file.   | <b>Retain</b> for 2 years after completion of mission/operation<br><i>then</i><br><b>Transfer</b> to Washington State Archives for appraisal and selective retention. | <b>ARCHIVAL</b><br>(Appraisal Required)<br>NON-ESSENTIAL<br>OFM |
| LE21-01-06<br>Rev. 1                     | <b><i>Vehicle Histories</i></b><br>Records relating to information compiled on vehicle types and/or models involved in criminal activities.  | <b>Retain</b> until no longer needed for agency business<br><i>then</i><br><b>Destroy.</b>  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OFM                            |



### 8.3 JUVENILE OFFENSE RECORDS ELIGIBLE FOR EARLY DESTRUCTION

This section covers juvenile records which may otherwise have a longer retention but are eligible for early destruction pursuant to RCW 13.50.270.

| DISPOSITION AUTHORITY NUMBER (DAN) | DESCRIPTION OF RECORDS   | RETENTION AND DISPOSITION ACTION  | DESIGNATION                          |
|------------------------------------|--|---|--------------------------------------|
| LE2015-008<br>Rev. 0               | <b>Juvenile Records – Destruction Eligibility Notification Received from Juvenile Court</b><br>Juvenile records <b>identified by the Juvenile Court</b> as eligible to be destroyed in accordance with <u>RCW 13.50.270(1)(b)</u> .<br>Excludes the notification of eligibility <u>and</u> the records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i> .  | <b>Upon receipt</b> of notification of destruction eligibility from Juvenile Court,<br><b>Destroy</b> juvenile records within 90 days.  | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |
| LE2015-009<br>Rev. 0               | <b>Juvenile Records – Pardon Notification Received from Office of the Governor</b><br>Juvenile records relating to an individual who has been granted a full and <b>unconditional pardon by the Governor</b> , and where the Office of the Governor has notified the agency in accordance with RCW 13.50.270(2).<br>Excludes the notification of pardon and the records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i> . | <b>Upon receipt</b> of pardon notification received from the Office of the Governor,<br><b>Destroy</b> juvenile records within 30 days. | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |
| LE2015-010<br>Rev. 0               | <b>Juvenile Records – Destruction Ordered by Court</b><br>Juvenile records ordered to be destroyed by the court in accordance with RCW 13.50.270(3) <b>or any (other) court order</b> .<br>Excludes the notification of destruction and the records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i> .   | <b>Upon receipt</b> of court order,<br><b>Destroy</b> juvenile records.   | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |



### 8.3 JUVENILE OFFENSE RECORDS ELIGIBLE FOR EARLY DESTRUCTION

This section covers juvenile records which may otherwise have a longer retention but are eligible for early destruction pursuant to RCW 13.50.270.

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION   | DESIGNATION                          |
|--|---|---|--------------------------------------|
| LE2015-011<br>Rev. 0                     | <p><b><i>Juvenile Records – Juvenile Attains Age 23</i></b></p> <p>Records relating to juvenile offenses and diversions where the juvenile has attained 23 years of age <u>and</u> where the <b>local government agency has developed procedures for the routine destruction of certain records</b> pursuant to RCW 13.50.270(4).</p> <p>Excludes records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i>.</p> | <p><b>Retain</b> until juvenile attains 23 years of age<br/><i>then</i><br/><b>Destroy</b> according to agency policy/procedures.</p> | NON-ARCHIVAL<br>NON-ESSENTIAL<br>OPR |





## 9. LEGACY RECORDS

This section covers records no longer being created/received by law enforcement agencies, where the existing records have not yet reached their minimum retention period or been transferred to Washington State Archives.

| DISPOSITION<br>AUTHORITY<br>NUMBER (DAN) | DESCRIPTION OF RECORDS  | RETENTION AND<br>DISPOSITION ACTION  | DESIGNATION   |
|--|---|--|---|
| LE2022-009<br>Rev. 0                     | <b><i>Legacy Arrest Register Volumes and Mug Shot Books</i></b><br>Previously compiled volumes of arrests and mug shots prior to contemporary management of criminal history records.<br>Excludes contemporary records covered by <i>Criminal History Record Information (DAN LE07-01-05)</i> . | <b>Retain</b> until no longer needed for agency business<br><i>then</i><br><b>Transfer</b> to Washington State Archives for appraisal and selective retention. | <b>ARCHIVAL</b><br>(Appraisal Required)<br>NON-ESSENTIAL<br>OPR |

**Purpose:** To ensure that the Law Enforcement agency has a system, CAD or otherwise, to record all calls for service. The record should contain the date, time, and location, nature of the incident, responding units and a disposition for the call for service.

- 5.3 The agency has policies governing its compliance with all rules for ACCESS participation, to include:

- The agency can show 100% compliance or has made corrections to comply with any ACCESS findings from the previous triennial audit, and;
- The agency can show that all personnel have been trained and certified

**Purpose:** To insure compliance with ACCESS regulations and operates ACCESS terminal(s) in a secure, professional and legal manner. The agency should provide the documentation from their previous triennial audit by WSP/ACCESS or the FBI. Any compliance issues must have been addressed and documentation should be provided to show that the agency has corrected any noted deficiencies.

- 5.4 The agency physically protects the privacy and security of agency records in a manner that assures that only authorized personnel with the appropriate need to know - and right to know – can access those records.

- 5.5 The agency complies with Washington State law governing dissemination of records.

**Purpose:** To ensure that the agency is in compliance with the Washington State Public Records Act, RCW 42.56. Policy governing compliance as well as common practice should be demonstrated.

- 5.6 The agency complies with Washington State law governing preservation and destruction of records.

**Purpose:** To ensure that the agency is in compliance with Washington State law governing preservation and destruction of records to include identification and maintenance of essential/permanent records. Policy governing compliance as well as common practice should be demonstrated.

- 5.7 The agency has procedures for processing and maintaining notice of infractions and citations.

**Purpose:** Agencies must be accountable for all notice of infractions and citations issued their timely delivery to the court system, and retention for audit purposes.

- 5.8 The agency has guidelines to address the release of public information to the media.



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-009  
**Type:** Consent Item

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

|           |            |              |
|-----------|------------|--------------|
| Executive | Lisa Maher | 425-556-2427 |
|-----------|------------|--------------|

**DEPARTMENT STAFF:**

|           |                 |                                  |
|-----------|-----------------|----------------------------------|
| Executive | Rebecca Mueller | Supervising Prosecuting Attorney |
|-----------|-----------------|----------------------------------|

**TITLE:**

Adoption of an Ordinance Related to Prohibition of Firearms and Other Weapons Consistent with State law

- a. Ordinance No. 3112: An Ordinance of the City of Redmond, Washington, Related to Firearms and Other Weapons; Amending Chapter 9.24 of the Redmond Municipal Code (RMC) to Adopt RCW 9.41.280 and RCW 9.41.305, in Response to Changes in State Law Through Engrossed Substitute House Bill 1630

**OVERVIEW STATEMENT:**

On March 23, 2022, Governor Inslee signed ESHB 1630, establishing restrictions on weapons in certain locations, amending and reenacting RCW 9.41.280 and amending RCW 9.41.305. It places restrictions on the carrying and possession of firearms and other weapons established for areas used in connection with meetings of local government governing bodies, school district boards of directors, and school facilities.

[1630-S.PL.pdf \(wa.gov\) <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/House%20Passed%20Legislature/1630-S.PL.pdf?q=20230103132144>](https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/House%20Passed%20Legislature/1630-S.PL.pdf?q=20230103132144)

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Safe and Resilient
- **Required:**  
The Council must approve an ordinance to change the Redmond Municipal Code.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Granting this proposal enhances public safety and allows the City of Redmond to appropriately enforce these firearm crimes locally, to include possessing a firearm on the municipality property, as well as Redmond schools.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
N/A

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

*If yes, explain:*  
N/A

**Funding source(s):**  
N/A

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

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date | Meeting | Requested Action |
|------|---------|------------------|
|------|---------|------------------|

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-009  
**Type:** Consent Item

|           |   |                   |
|-----------|---|-------------------|
| 1/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |
|-----------|---|-------------------|

**Proposed Upcoming Contact(s)**

| Date     | Meeting                    | Requested Action |
|----------|----------------------------|------------------|
| 2/7/2023 | None proposed at this time | N/A              |

**Time Constraints:**

This State law was effective 6/9/22.

**ANTICIPATED RESULT IF NOT APPROVED:**

Inability to locally enforce and prosecute these crimes.

**ATTACHMENTS:**

Attachment A: Ordinance

CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON,  
RELATED TO FIREARMS AND OTHER WEAPONS; AMENDING  
CHAPTER 9.24 OF THE REDMOND MUNICIPAL CODE (RMC) TO  
ADOPT RCW 9.41.280 AND RCW 9.41.305, IN RESPONSE  
TO CHANGES IN STATE LAW THROUGH ENGROSSED  
SUBSTITUTE HOUSE BILL 1630

---

WHEREAS, on March 23, 2022, Governor Inslee signed ESHB 1630, establishing restrictions on weapons in certain locations, amending and reenacting RCW 9.41.280 and amending RCW 9.41.305; and

WHEREAS, the Legislature has authorized code cities such as Redmond to adopt and enforce misdemeanors and gross misdemeanors as appropriate to good government of the City through RCW 35A.11.020; and

WHEREAS, code cities may adopt by reference Washington State statutes per RCW 35A.12.140; and

WHEREAS, Chapter 9.24 of the Redmond Municipal Code (RMC) identifies certain criminal acts involving prohibitions as to firearms and other dangerous weapons; and

WHEREAS, the City Council of the City of Redmond has previously adopted by reference certain sections of RCW chapter 9.41 relating to prohibitions as to firearms and other dangerous weapons and such adoption is codified in RMC 9.24.010; and

WHEREAS, state law regulates locations where firearms and other weapons are carried and the manner in which firearms and other weapons are carried or displayed; and

WHEREAS, the legislature enacted Engrossed Substitute House Bill 1630 in 2022 (Chapter 106, Laws of 2021) to place restrictions on the carrying and possession of firearms and other weapons established for areas used in connection with meetings of local government governing bodies, school district boards of directors, and for certain election-related facilities; and

WHEREAS, section 1 and section 3 of ESHB 1630 were effective June 9, 2022; and

WHEREAS, ESHB 1630 reenacted and amended RCW 9.41.280, which defines a violation of possessing dangerous weapons on school facilities as a crime; and

WHEREAS, ESHB 1630 amended RCW 9.41.305, which defines a violation of open carry of weapons prohibited on state capitol grounds and municipal buildings as a crime; and

WHEREAS, adopting RCW 9.41.280 and 9.41.305 will further define the firearm restrictions as a crime against the City of Redmond; and

WHEREAS, the City Council finds that the seriousness of enforcing firearm restrictions under the new RCW 9.41.280 and RCW 9.41.305 and affirmatively adopting the criminal provisions of RCW

9.41.280 and RCW 9.41.305 will ensure violators may be promptly and effectively prosecuted by the City.

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

Section 1.      Classification.      The amendments to RMC 9.24.010 made in Section 2 of this ordinance are of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2.      Amendment of RMC 9.24.010.      RMC 9.24.010 is hereby amended to read as follows:

The following statutes of the state of Washington, as the same now exist or shall hereafter be amended, superseded, or recodified, are hereby adopted by reference:

RCW 9.41.010      Terms defined

RCW 9.41.050      Carrying pistol

RCW 9.41.060      Exception

RCW 9.41.070      Issuance of licenses to carry

RCW 9.41.075      Concealed pistol license - Revocation

RCW 9.41.080      Delivery to minors and others forbidden



RCW 9.41.090 Sales regulated - Application to purchase  
- Grounds for denial

RCW 9.41.098 Forfeiture of firearms, order by courts  
- Return to owner - Confiscation by law enforcement  
officer

RCW 9.41.100 Dealer licensing and registration  
required

RCW 9.41.110 Dealer's licenses, by whom granted,  
conditions, fees - Employees, fingerprinting and  
background checks - Wholesale sales excepted - Permits  
prohibited

RCW 9.41.120 Firearms as loan security

RCW 9.41.140 Alteration of identifying marks  
prohibited

RCW 9.41.170 Alien's license to carry firearms -  
Exception

RCW 9.41.230 Aiming or discharging firearms

RCW 9.41.240 Use of firearms by minor

RCW 9.41.260 Dangerous exhibitions

RCW 9.41.270      Weapons apparently capable of producing  
bodily harm, carrying, exhibiting, displaying or drawing  
unlawful - Penalty - Exceptions

**RCW 9.41.280 Possessing dangerous weapons on school  
facilities-Penalty-Exception**

RCW 9.41.300      Weapons prohibited in certain places -  
Local laws and ordinances - Exceptions - Penalty

**RCW 9.41.305 Open carry of weapons prohibited on state  
capitol grounds and municipal buildings.**

RCW 77.15.460      Loaded firearm in vehicle - Unlawful  
use of possession - Penalty

Section 3.      Severability.    If any section, sentence,  
clause, or phrase of this ordinance should be held to be invalid  
or unconstitutional by a court of competent jurisdiction, such  
invalidity or unconstitutionality shall not affect the validity of  
any other section, sentence, clause, or phrase of this ordinance.

Section 4.      Effective Date.    This ordinance shall take  
effect five days after its publication, or publication of a summary  
thereof, in the City's official newspaper, or as otherwise provided  
by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_,  
2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

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



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-010  
**Type:** Consent Item

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

|                                    |               |              |
|------------------------------------|---------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
|------------------------------------|---------------|--------------|

**DEPARTMENT STAFF:**

|                                    |                   |                        |
|------------------------------------|-------------------|------------------------|
| Planning and Community Development | Seraphie Allen    | Deputy Director        |
| Planning and Community Development | Brooke Buckingham | Human Services Manager |

**TITLE:**

Approval to Award Contract to Stein, Lotzkar & Starr, in the Amount of \$575,000 a year, for the Provision of Public Defense Services

**OVERVIEW STATEMENT:**

The City recently solicited proposals from qualified firms to provide public defender services for indigent criminal defendants. We are seeking approval to award the contract to Stein, Lotzkar & Starr.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
The City is legally required provide a public defender to represent indigent clients. Public defense firms shall be qualified and meet state Standards for Indigent Defense Services. Council approval is required for professional contracts exceeding \$50,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
After reaching the limit on extensions to our existing contract with Stein, Lotzkar, & Starr, the City was required to rebid public defense services. The request for proposals was released on December 15, and the City received responses from three firms - Stein, Lotzkar & Starr, Valley Defenders, and Stewart MacNichols Harmell. A staff

team reviewed proposals considering and rating each based on the following factors:

- Experience - firm's background and experience
- Responsiveness of the written proposal and scope of services
- Cost
- Qualifications of the individuals proposed for assignment

Based on the review of these proposals, the staff team concurred that Stein, Lotzkar, & Starr was the most qualified firm to continue providing public defense services to the City. Staff is recommending that we proceed with entering into a new contract with Stein, Lotzkar & Starr.

#### **OUTCOMES:**

The City is obligated to provide legal representation to adults and juveniles who have been charged with a crime and cannot afford an attorney. Public defenders:

- Ensure that courts and prosecutors are following the law and applying it fairly;
- Ensure that police investigations are done correctly; and
- Efficiently present and explain their client's circumstances so that judges can make well-informed decisions.

Public defenders are responsible for representational services, including lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, preparation for and appearance at court proceedings, and social worker services.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

#### **BUDGET IMPACT:**

**Total Cost:**  
\$575,000/year

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

**Budget Offer Number:**  
0037

**Budget Priority:**  
Vibrant and Connected

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

***If yes, explain:***

None

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date       | Meeting   | Requested Action  |
|------------|---|-------------------|
| 01/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |

**Proposed Upcoming Contact(s)**

| Date | Meeting | Requested Action |
|------|---------|------------------|
|------|---------|------------------|

**Time Constraints:**

Timely approval will allow for the new contract to be approved before the existing contract expires on February 28, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, we would seek Council guidance on next steps.

**ATTACHMENTS:**

Attachment A: RFP Public Defender Services

**City of Redmond, Washington**  
**Purchasing Division, M/S: 3NFN**  
**15670 NE 85<sup>th</sup> Street**  
**PO Box 97010**  
**Redmond, WA 98073-9710**

**RFP 10767-22**  
**Request for Proposals**

**For Public Defender Services**

**The City is soliciting proposals from qualified firms to provide public defender services for indigent criminal defendants.**

**Posting Date: December 15, 2022**

**Proposals Due: January 5, 2023, at 2:00PM (PST)**

---

The City of Redmond, Washington (the "City") requests interested parties to submit proposals for the above referenced Request for Proposals (RFP).

**Background**

The City receives municipal court services from the King County District Court, East Division, Redmond Courthouse, which is in Redmond. Redmond also partners with King County District Court by offering an alternative model through Community Court. The court calendar information is as follows:

1. In custodies set daily at 1:05 pm by video from Score Jail
2. Pre-trial dates vary but are generally available (Mon/Tues at 8:45 and 10:00 am; Wednesday at 8:45 and 10:15 am; Tuesday at 2:00 and 3:00 pm)
3. Trial weeks are once a month, generally the first full week of a month

In 2021, the City averaged 75 public defense cases per month and in 2022, about 91 cases per month. The number of assigned indigent defendants and the resulting trials are dependent on the unique facts and circumstances of any particular case and time period.

**Scope of Work**

The City will pay the Public Defender for representational services, including lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, preparation for and appearance at court proceedings, and social worker services. Necessary and reasonable expert witness and investigative services will be paid directly to the expert or investigator when authorized by the Court.



City is interested in contracting with qualified firms to provide public defense services for indigent criminal defendants. The public defender shall:

1. Meet Standards for Indigent Defense Services (Attachment B), and as applicable [Covid-standards-workload-statement-9-24-2020.pdf \(wsba-uat.azurewebsites.net\)](https://wsba-uat.azurewebsites.net/Covid-standards-workload-statement-9-24-2020.pdf) and comply with any and all federal law, state law, local law, rules of professional conduct and/or any other law or regulation pertaining to representation of indigent defendants.
2. Provide services to all indigent criminal defendants who are eligible pursuant to RCW Chapter 10.101. Screening for indigency is determined by an independent screening process. All defendants who qualify for appointed counsel will be referred to the Public Defender.
3. Provide legal representation through trial, sentencing, post-conviction review and first appeals to Superior Court or Washington Appellate Courts.
4. Provide criminal defense services at in-custody hearings and be available to meet with indigent defendants assigned a public defender. In addition, the public defender will be responsible for requesting and reviewing any and all discovery, negotiating or otherwise discussing the case with the prosecuting attorney(s), interviewing witnesses if applicable, drafting, filing and arguing motions as appropriate, any and all trial preparation, and any other necessary work between appointment to the case and complete resolution.

The City's minimum staffing requirements are two attorneys and sufficient office staff to support them. A more detailed scope of work is included in Attachment A.

### **Term**

The City intends to enter into an initial two-year agreement with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years (see Attachment D, Option for Renewal), provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

### **Proposed Timeline**

The following table outlines the anticipated schedule for this RFP process. The City reserves the right to modify or reschedule milestones as necessary.

| Item          | Date       |
|---------------|------------|
| RFP Announced | 12/15/2022 |
| Proposals Due | 01/05/2023 |





|                         |            |
|-------------------------|------------|
| Evaluation of Proposals | 01/06/2023 |
| Consultant Selected     | 01/10/2023 |
| City Council Approval   | 01/17/2023 |
| Contract Negotiation    | 01/18/2023 |
| Contract Start Date     | 03/01/2023 |

### **Proposal Due Date/Time**

**2:00PM (local time) on Thursday, January 5, 2023.** The City must receive proposals no later than said date and time.

### **Proposal Submittal Procedures**

- Proposals should be submitted in PDF format as an email attachment and sent to SecureBids@Redmond.gov - note 25MB file size limit
- Email subject line to include: RFP 10767-22, [Public Defender Services], [Company Name]
- Email body to include the following:
  - Attached is [Company Name]'s proposal for the [Title]
  - Proposals due: 01/05/2023, 2:00 p.m.

### **Response Requirements & Format**

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

#### **A complete response will include:**

- 1) Cover letter stating:
  - a. Brief overview of firm
  - b. Reason for interest
  - c. List of services offered by firm, in accordance with the scope of work
  - d. Firm's point-of-contact name, position and contact information
- 2) Attorney/Firm Information:
  - A. Provide details of your firm's experience practicing criminal defense and handling indigent clients and working with clients with behavioral health challenges and/or other social service



needs. If applicable, include any details regarding experiencing working in an alternative court model (e.g. Community Court).

- i. How long has your firm been in existence?
  - ii. How many years has it practiced criminal defense?
  - iii. Has your firm handled indigent clients?
  - iv. What is your firm's capacity for working with non-English speaking clients?
  - v. Does your firm have any experience working with ex-offenders, the mentally ill, or other clients in need of social service referrals?
  - vi. Describe the type of cases in which you have represented such clients.
- B. Please provide the names of individual attorneys and support staff who are proposed to provide public defense services and their qualifications and experiences, including a resume of all attorneys who will be providing legal services.
- C. Does any attorney or employee of the firm or could reasonably be anticipated to have any conflict of interest with the City? If so, how will that conflict be addressed?
- D. Identify for each attorney the type and frequency of training the attorneys receive which is relevant to practicing criminal law and public defense.
- E. Please provide a statement warranting that each and every attorney proposed to provide legal services has read and is familiar with the Supreme Court Standards for Indigent Defense. Each proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provision required under the Standards.

3) Contract Performance.

- A. If your firm has previously provided or is providing contract services for a city or county, please provide any documented review of contract compliance under those contracts.
- B. Please note specifically any termination for cause of any public contract in whole or in part within the last ten years. Please note any corrective action required under any such public contract.
- C. Has any attorney proposed to provide services under your proposal been disciplined by the Washington State Bar Association, or any other mandatory bar association of any other state?
- D. Has any attorney employed by your firm been removed from a case because of a court finding of ineffective assistance of counsel?
- E. Has any attorney in your firm been monetarily sanctioned by a court for any reason? Please provide a summary of the sanction, including the court and date sanction was imposed.
- F. Has any attorney in your firm had an action for malpractice filed against the attorney in any courts? If so, what is the status or disposition of the filing?

4) Delivery of Services: Taking into account the Standards for Service, please provide the following information:

- a. Describe your firm's general guidelines for addressing the needs of indigent clients.
- b. Indicate how you will monitor the case load of attorneys providing indigent services.
- c. A description of how you would transition current cases, if applicable.
- d. A description of your case management system is required along with your capability to provide accurate monthly reports of the information referred to in Section 1.9 et seq of the attached agreement for public defense services. Include information regarding your firm's ability to report the assigned case load, disposition of cases, and the type of cases assigned.



- e. A description of the means by which the attorneys providing legal services may be reached by defendants after normal office hours, and how attorneys will accommodate and communicate with non-English speaking clients.
  - f. How will you supervise and monitor the attorney(s) who provide services under this contract?
- 5) Budget: Please present detailed information on the firm's proposed fee schedule either on a price-per-case basis or a total yearly/monthly fee, noting any variations for non-routine services. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable and how costs are adjusted, if at all, according to that classification. Base costs on an estimated high end case load of approx. 1200 per year.
  - 6) References: A reference list of at least two persons and/or entities who can be contacted regarding the qualifications and experience of the firm and/or attorney(s) handling the contract. Please include the email address, telephone number and mailing address of person(s) listed as a reference. In addition, if an entity is listed as a reference, please include the name of the person to be contacted at such entity.
  - 7) Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
  - 8) Provide a statement to the effect that you understand and agree to obtain a City of Redmond business license as a requirement for performing these services. If your place of business is not located within the City limits, but you or your agents will be physically coming into the City to conduct business, call on clients, or provide services, you will need a Redmond business license. A City business license application can be found at: <http://www.redmond.gov/BusinessLicense>.
  - 9) Provide a statement indicating the number of calendar days the proposal shall be valid (the City's minimum number of days is 60).

The City of Redmond is an active member of the King County Directors Association (KCDA) and several other joint purchasing entities and would be eligible to seek access to any and all price considerations, terms and conditions outlined in master agreements formed by one of these agencies. If a proposal is based on any of these pricing agreements/arrangements it shall be the responsibility of the bidder to identify such. It is requested that the City be contacted prior to bid submission if beneficial pricing may be achieved by the City via access to an existing contract with one of these agencies.

### **Selection and Award**

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.



| <b>Evaluation Criteria</b>  | <b>Weight</b>  |
|---|----------------|
| Experience – firm’s background and experience providing public defense services | 40             |
| Responsive of the written proposal and scope of services                        | 20             |
| Cost  | 20             |
| Qualifications of the individuals proposed for assignment                       | 20             |
| <b>TOTAL</b>  | <b>100 pts</b> |

The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City’s sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.

The City reserves the right to re-evaluate firms who were not originally short-listed at any time before the determination of a finalist is made. Upon notification of an intent to award, the City reserves the right to limit the period of contract development to thirty (30) days, after which time project award may be rescinded. The City has the option not to award a contract at the end of this process.

### **Terms and Conditions**

The City reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP 10767-22
- Attachment A, Scope of Work
- Attachment B, Standards for Indigent Defense Services
- Attachment C, Consulting Services Agreement (boilerplate)
- Attachment D, Option for Renewal

### **Contracting notice:**

Upon selection of Consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached, as Attachment C and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

### **Performance Criteria**

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance



with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

### **Proposed Personnel**

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

### **Insurance**

Consultant must maintain insurance as outlined in the Consulting Services Agreement (Attachment C). Prior to performing any services, Consultant shall provide the City a standard ACORD Form 25 Certificate of Insurance, naming the City as Additional Insured. Failure of the City to demand such certificate or failure of the City to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

### **ERF Retiree Return-to-Work**

To comply with WAC 415-02-325 (10), the City of Redmond is required to identify and report to the Washington State Department of Retirement Systems (DRS) all individuals who are working for or plan to work for Contractor in any capacity providing services under this contract to the City of Redmond and who retired from a DRS-covered employer using the DRS 2008 Early Retirement Factors (ERF). These individuals are called "2008 ERF Retirees" and are at least 55, but younger than 65. The City is also required to report any owners of Contractor who is a 2008 ERF Retiree. Prior to contract acceptance, Contractor shall submit a City of Redmond DRS Verification Form for Contractor identifying any such 2008 ERF Retirees or certifying that none are working or will work on the project and none are owners of Contractor.

### **Invoicing and Payment**

Consultant may invoice the City no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. The City will make payment to Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

City of Redmond  
Accounts Payable, M/S: 3SFN  
P.O. Box 97010  
Redmond, WA 98073-9710  
[accountspayable@redmond.gov](mailto:accountspayable@redmond.gov)



### **Public Disclosure Notice**

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary **must** be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

### **Non-Collusion**

By submission of this proposal, respondent and each person signing on behalf of respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before proposals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all proposals from implicated parties

### **Governing Law and Venue**

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

### **Bid Protest**

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.



All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFP Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

### **Americans with Disabilities Act (ADA) Information**

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at [info@redmond.gov](mailto:info@redmond.gov) or 425-556-2900, option 7.

### **Title VI Statement**

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

### **Questions/Inquiries**

Please direct any questions concerning this RFP or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

#### **RFP Content:**

Audrey Stenerson  
Sr. Purchasing Agent  
Email: [astenersonl@redmond.gov](mailto:astenersonl@redmond.gov)  
Tel: 425-556-4201

MS: 3NFN  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond, WA 98073-9710

#### **Technical Contact:**

Brooke Buckingham  
Human Services Manager  
Email: [bbuckingham@redmond.gov](mailto:bbuckingham@redmond.gov)  
Tel: 425-556-2416

MS: 4SPL  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond, WA 98073-9710





## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-011  
**Type:** Consent Item

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

|      |                            |              |
|------|----------------------------|--------------|
| Fire | Adrian Sheppard-Fire Chief | 425-556-2201 |
|------|----------------------------|--------------|

**DEPARTMENT STAFF:**

|      |             |                              |
|------|-------------|------------------------------|
| Fire | Jim Whitney | Battalion Chief EMS Division |
|------|-------------|------------------------------|

**TITLE:**

Approval of Amendment to the Medic One Consortium ILA

**OVERVIEW STATEMENT:**

This is an amendment to the 2003 Northeast King County Medic One Inter Local Agreement (ILA). This will replace Woodinville Fire & Rescue with Eastside Fire & Rescue as the participating agency who has been contracted to provide fire and basic life support emergency medical services for the City of Woodinville and surrounding areas of unincorporated King County. There are no other changes to original 2003 ILA.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Fire Department Standards of Cover, Redmond Fire Department Strategic Plan, King County EMS Strategic Plan
- **Required:**  
City of Redmond Resolution 1503 Section 4 states that intergovernmental agreements require council approval.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Eastside Fire & Rescue is contracted to provide fire/EMS services in place of Woodinville Fire & Rescue.

**OUTCOMES:**

This will provide for appropriate structure within the Northeast King County Medic One Consortium that the Redmond



Fire Department is the Lead Agency. It will allow Eastside Fire and Rescue to have a representative on the Board at consortium meetings and provide their employees the opportunity to test into the Medic One program.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
Ongoing interaction daily interaction with all consortium department members through meetings, trainings, and responses to the most critical illness and injuries.
- **Feedback Summary:**  
Critical care preparedness and delivery, cardiac arrest survival, and firefighter safety. Meeting the identified Strategic Plan Objectives 1.1, 1.2, and 1.3.

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
N/A

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

**If yes, explain:**  
N/A

**Funding source(s):**  
N/A

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

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting   | Requested Action  |
|-----------|---|-------------------|
| 1/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Budget Biennium 2023/24

**ANTICIPATED RESULT IF NOT APPROVED:**

Conflicts of structure within the innerworkings of the regional Northeast King County Medic One Consortium group.  
Limitation on available recruiting for Medic One testing.

**ATTACHMENTS:**

Attachment A: Current Interlocal Agreement Medic One Services 2003 Contract #4311

Attachment B: First Amendment to Interlocal Agreement for Medic One Services Adding Eastside Fire & Rescue as a Party

**INTERLOCAL AGREEMENT  
MEDIC ONE SERVICES**

Contract #4311

**WHEREAS**, King County provides EMS Levy funding and contracts with a Lead Agency to provide Advanced Life Support Medic One services to the cities and fire districts of Redmond, Woodinville Fire and Life Safety, Kirkland, Fire District 45 (Duvall), Eastside Fire and Rescue, and Fire District 27 (Fall City); and

**WHEREAS**, the City of Redmond will serve as Lead Agency providing paramedic services to this area and recognizes the benefits of a cooperative approach to integrating advanced life support services into the operations and training of the local fire departments within its service area, thus creating the highest level of service possible for the citizens; and

**WHEREAS**, this cooperative approach would provide the framework by which individual jurisdictions would have local control and input into those operations, as well as provide a framework to resolve any potential funding shortfalls or service delivery cuts that may jeopardize the Medic One system in the future; and

**WHEREAS**, the parties herein desire to enter into an interlocal agreement to form a Northeast King County Medic One Policy Board that would, in part, provide guidance and coordination between advanced life support, basic life support, and fire operations within the entire service area, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**I. PURPOSE**

The parties are entering into this Agreement in order to provide coordinated advanced life support (Medic One) operations, planning, training, and problem solving for the Medic One system within their service areas.

**II. THE PARTIES**

As of the date of execution of this Agreement, the parties to this Agreement are as follows:

- City of Kirkland
- City of Redmond
- King County Fire District 45 (Duvall Fire Department)
- King County Fire District 27 (Fall City Fire Department)
- Woodinville Fire and Life Safety District

Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.

**III. BOARD**

An administrative entity, known as Northeast King County Medic One (hereinafter "the Board"), is hereby established to administer this Agreement.

- A. Composition – The Board shall be composed of one representative or designee from each party to this Agreement.
- B. Meeting – The Board shall meet at least once quarterly, but not be limited to quarterly, at a time and place to be determined by a majority of the Board and/or by the Medical Services Administrator of Northeast King County Medic One.
- C. Decision Making Process – Decisions of the Board will be reached using a consensus process. In no case can the Board obligate Northeast King County Medic One, or any

of the parties to this agreement, to financial or contractual obligations not specifically spelled out herein without the approval of the elected officials of the affected agency.

- D. The Policy Board will adhere to the intent of Appendix C of the Northeast King County ALS Consortium Policy Board roles and responsibilities (Attachment A).
- E. Duties – Subject to the terms of this Agreement, the Board shall have the responsibility for formulation of policy and procedures for the operation of advanced and basic life support services that are general and universal to the entire service area, review proposed budgets for the Medic One system and make recommendations for changes if needed, review paramedic selection criteria and create a climate to encourage applicants from all service area fire departments, assist King County with unit location decisions, and provide other general guidance and coordination between advanced life support, basic life support, and fire department operations.
- F. Supplemental Operating Fund – Potential of Cost Sharing – Under the current funding mechanism consisting of the King County Medic One Levy and the projected cost of living increases over the levy's six-year term, it is not anticipated that cost sharing will be needed or a fund established for this agreement. This clause is included in the interlocal agreement in order to provide the parties a mechanism to help fund the system if unanticipated shortfalls should occur and would require prior approval by the parties' elected bodies before implementation. A calls-for-service formula will be used to determine agency cost sharing. Each party to this agreement would be responsible for unanticipated shortfalls based on the percentage of total ALS incidents within their jurisdiction. If such authority were granted, the Board would be authorized (by RCW 39.34.030 (4)(b)) to establish a special fund with the Lead Agency's treasurer, to be designated as the Supplemental Operating Fund of the Northeast King County Medic One system. Such fund may be used for the purpose of depositing annual payments of each member agency's annual monetary contributions, if any, or any other monies received by or on behalf of the Board. Any monies accumulated in said fund shall be utilized solely for the continued operation of the Northeast King County Medic One system as determined by the Board. Should King County approve the ability to create a "sub fund reserve," the Medic One Levy would use those monies first to solve under-funding.
- G. Direct Costs of Board Operation – All direct costs and expenses incurred from participation on the Board by each participating agency shall be paid by that agency. Costs incurred for wages and benefits for employees' assigned duties assisting the Board shall be paid by the employing agency.
- H. Ownership of Property – It is not anticipated that the Board will acquire property. If cost sharing is implemented at some future date, the Lead Agency may be authorized by the Board to acquire title to and dispose of properties and equipment as necessary to effectuate the purposes of this Agreement. All equipment and property purchased under this Agreement shall vest in the Lead Agency (subject only to the right therein of the participating parties upon termination of this Agreement), subject to the terms of the interlocal agreement between King County EMS and the lead agency
- I. Selection and Hiring of New Firefighter Paramedic
  - 1. The Board shall have representation in the process involving development of the testing process. Additionally, the Board will have representation in, at least one of, the oral board components of the testing process.
  - 2. Participating agency firefighters who are selected to attend Medic School will remain employees of their originating department until such time that they receive King County Emergency Medical Services Paramedic Certification. Upon receipt of

their paramedic certification, their employment will transfer to that of the Lead Agency.

Commencing the first day of Medic School, the Lead Agency will assume responsibility for payment of wages and benefits to the originating Employer; i.e., a Kirkland firefighter would receive his or her normal wages and benefits through the City of Kirkland with the City of Redmond, as Lead Agency, providing compensation to the City of Kirkland upon receipt of an invoice.

- J. Employment of Firefighter/Paramedics – Firefighters selected for paramedic training will remain employees of their "home" agency while in training. Upon successful completion and certification as paramedics, firefighters will become employees of the Lead Agency. The policy board will explore the option of a "Loaned Firefighter Interlocal Agreement" for the purpose of allowing firefighters to remain employees of their "home" agency.

#### IV. LEAD AGENCY

- A. Designated – The City of Redmond, 15670 N.E. 85 Street, P.O. Box 97010, Redmond, Washington 98073, shall be designated the Lead Agency under this Agreement.
- B. Duties – In addition to its responsibilities as a party to this Agreement, the Lead Agency shall:
1. **Administrative Support** – Provide administrative and secretarial support to the Board.
  2. **Maintain Books and Records** – Maintain books, records, and documents that accurately reflect all direct costs associated with the performance of this Agreement and of Northeast King County Medic One. The Board shall have access to all public books and records upon reasonable notice to the Lead Agency.
  3. **Sending Invoices and Receiving Payments from the Parties** – If Section III. F. is implemented; the Lead Agency shall bill each party monthly for the costs and expenses approved by the Board under this Agreement.
- C. Execution and Filing of Agreement – The Lead Agency shall ensure (that) the parties execute this Agreement and that a certified copy is filed with the King County Auditor and the City Clerk of any cities party to this Agreement pursuant to RCW 39.34.040.

#### V. TITLE TO EQUIPMENT

Title to all equipment authorized for purchase by the Board under this Agreement shall be in the name of the Lead Agency. Title to all equipment purchased by each entity shall be in the name of the entity purchasing the equipment.

#### VI. TERMINATION

This Agreement shall continue in effect indefinitely until terminated by agreement of the parties or in the event of the withdrawal under Section VII by all but a single party.

#### VII. WITHDRAWAL

Any party may withdraw from this Agreement without terminating the entire Agreement by giving the Board one-year prior notice. Said withdrawal shall become effective at the end of the one-year period. Any agency withdrawing from this Agreement shall be responsible to pay all invoices for costs and expenses incurred prior to termination.

## **VIII. INDEMNIFICATION**

Each of the participating parties agrees to indemnify, defend, and hold harmless the other parties, their officers, officials, agents, employees, and volunteers from any and all claims, costs, including reasonable attorneys' fees, losses, and judgments arising out of the negligent acts or omissions of that party's officials, officers, agents, employees, and volunteers in connection with the performance of this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents.

Further, each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party on the memorandum. If any cause, claim, suit, action or administrative proceedings are commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy, or procedure of a party hereto, that party alone shall defend the same at its sole expense and shall fully satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees.

For the purpose of this indemnification only, the parties by mutual negotiation hereby waive, as respects the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 of the revised code of Washington.

This section shall survive the expiration or termination of this memorandum to the extent allowed by law.

This provision will survive the termination of this agreement and will also remain applicable to withdrawn parties, further, that in either event, the provision will survive until such time as any applicable statute of limitations is adjudicated or acknowledged by any plaintiff as releasing all former and current parties from liability.

## **IX. INSURANCE**

Each of the parties hereby agrees to obtain and maintain, for the duration of this Agreement, all insurance necessary to cover the potential liability described in Section (VIII) herein. This provision will survive the termination of this agreement and will also remain applicable to withdrawn parties, further, that in either event, the provision will survive until such time as any applicable statute of limitations is adjudicated or acknowledged by any plaintiff as releasing all former and current parties from liability.

## **X. MODIFICATION**

No changes or modifications of this Agreement shall be valid or binding upon any of the parties to this Agreement unless such changes or modifications are in writing and executed by all of the parties.

## **XI. NOTICES**

All notices required to be given under this Agreement shall be delivered to the Board at the address of the Lead Agency and to each of the parties at the address provided. Notices sent by registered mail shall be deemed served when deposited in the U.S. Mail.

## **XII. INTEGRATION**

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


#### XIV. EFFECTIVE DATE

This Agreement shall become effective following the occurrence of the following actions:

- A. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
- B. Signing of the Agreement by the duly authorized representative of each of the parties hereto;
- C. The filing of a copy of this Agreement with the following public officials:
  1. The City Clerks of the participating cities hereto; and
  2. The King County Auditor

IN WITNESS WHEREOF, the undersigned public agencies have executed this Agreement on the date and year set forth below.

##### City of Redmond

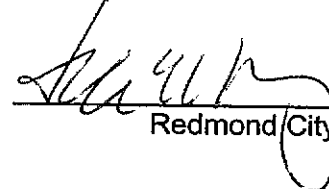
  
\_\_\_\_\_  
Mayor, City of Redmond

Date: 2/4/03

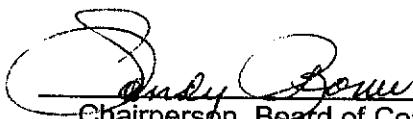
ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Redmond City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Redmond City Attorney

##### King County Fire District 45

  
\_\_\_\_\_  
Chairperson, Board of Commissioners

Date: 12/19/02

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
King County Fire District 45 Attorney

**Fire District 27**

APPROVED AS TO FORM:

  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Fire District 27 Attorney

Date: 1/14/2003

ATTEST/AUTHENTICATED:

Melinda Evans

**City of Kirkland**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager, City of Kirkland

\_\_\_\_\_  
Kirkland City Attorney

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kirkland City Clerk

**Woodinville Fire and Life Safety**

APPROVED AS TO FORM:

\_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Woodinville Fire and Life Safety Attorney

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_



**Fire District 27**

APPROVED AS TO FORM:

\_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Fire District 27 Attorney

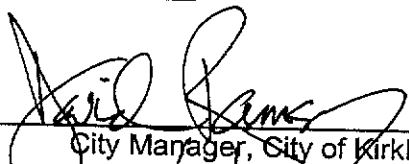
Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

**City of Kirkland**

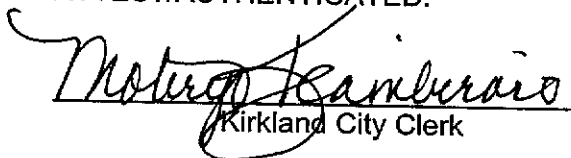
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Manager, City of Kirkland

  
\_\_\_\_\_  
Kirkland City Attorney

Date: 12/23/02

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Kirkland City Clerk

**Woodinville Fire and Life Safety**

APPROVED AS TO FORM:

\_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Woodinville Fire and Life Safety Attorney

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

**Fire District 27**

APPROVED AS TO FORM:

\_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Fire District 27 Attorney

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

**City of Kirkland**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager, City of Kirkland

\_\_\_\_\_  
Kirkland City Attorney

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Kirkland City Clerk

**Woodinville Fire and Life Safety**

  
Chairperson, Board of Commissioners

:  
  
Fire Chief

Date: Dec. 17, 2002

ATTEST/AUTHENTICATED:

\_\_\_\_\_

## East Consortium Policy Board Roles and Responsibilities

The East Consortium has delineated the roles and responsibilities of the proposed governing council, in the form of decisions and oversight functions that would be the responsibility of the Board, the shared responsibility of the lead agency, Redmond, and the Board, or the sole responsibility of the lead agency. This matrix is intended to be a guide to the development of an inter-local agreement between the East Consortium members.

| ALS Policy Board Roles and Responsibilities Matrix  | Lead Agency | Lead Agency with Board input | Board Responsibility |
|---|-------------|------------------------------|----------------------|
| <b>Budget</b>   |             |                              |                      |
| Core ALS budget/funding allocation from EMS Levy (includes budget formulation and budget adoption)                          | X           |                              |                      |
| Additional Consortium budget for cost-sharing or ALS program enhancements (includes budget formulation and budget adoption) |             |                              | X                    |
| Policies for expenditures & revenue sources   |             | X                            |                      |
| Recommendation of financial commitments to elected bodies   |             |                              | X                    |
| Budget implementation   | X           |                              |                      |
| Cost-sharing implementation   |             |                              | X                    |
| Cost-sharing enforcement  | X           |                              |                      |
| <b>Periodic Program Status Reports</b>  |             |                              |                      |
| Budget Reports  |             | X                            |                      |
| Operational Reports   |             | X                            |                      |
| Performance Indicators  |             | X                            |                      |
| Exception Reports   |             | X                            |                      |

# **ALS Policy Board Roles and Responsibilities Matrix**

|  | Lead Agency | Lead Agency with Board input | Board Responsibility |
|--|-------------|------------------------------|----------------------|
| <b>Labor Contract</b>  |             |                              |                      |
| Negotiations   | X           |                              |                      |
| Administration   |             | X                            |                      |
| <b>Operating Policies and Procedures</b>                               |             |                              |                      |
| Establish mission, goals, guiding principles                           |             |                              | X                    |
| Operating policies and procedures                                      |             | X                            |                      |
| Implementation of policies and procedures                              | X           |                              |                      |
| Recommended unit growth  |             |                              | X                    |
| Vehicle replacement  | X           |                              |                      |
| <b>HR/Personnel Operations</b>   |             |                              |                      |
| Hiring/termination of MSA  |             | X                            |                      |
| Hiring of paramedics   | X           |                              |                      |
| Development of selection process                                       |             | X                            |                      |
| Adoption of process  |             |                              | X                    |
| Promotions   | X           |                              |                      |
| <b>Management of Consortium Process (including dispute resolution)</b> |             |                              |                      |
| Planning and Continuation of the Consortium                            |             |                              | X                    |
| Contingency short and long-term planning                               |             |                              | X                    |
| Emergency planning   |             |                              | X                    |
| Plan Adoption  |             |                              | X                    |

## **FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MEDIC ONE SERVICES ADDING EASTSIDE FIRE & RESCUE AS A PARTY**

THIS AMENDMENT (“Amendment”) amends the Interlocal Agreement for Medic One Services (“Agreement”) entered into between the City of Redmond, the City of Kirkland, King County Fire District 45 (Duvall Fire Department), King County Fire District 27 (Fall City Fire Department), and Woodinville Fire & Rescue, formerly known as Woodinville Fire & Life Safety District (“Original Participating Agencies”) to add Eastside Fire & Rescue as a party.

### **RECITALS**

A. The Original Participating Agencies entered into the Agreement effective February 4, 2003. The Agreement governs the provision of Medic One services in Northeast King County.

B. Section II of the Agreement provides that “Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.”

C. Eastside Fire & Rescue, a Washington nonprofit corporation, has recently contracted to provide fire services to Woodinville Fire & Rescue and all Woodinville Fire & Rescue employees have transferred to employment with Eastside Fire & Rescue. Eastside Fire & Rescue has asked to become a party to the Agreement.

D. The Original Participating Agencies have all agreed to admit Eastside Fire & Rescue as a party and Eastside Fire & Rescue has agreed to abide by all terms and conditions set forth in the Agreement. The parties have also agreed that Eastside Fire & Rescue will be substituted for Woodinville Fire & Rescue and that Woodinville Fire & Rescue will no longer be a party to the Agreement.

NOW, THEREFORE, the undersigned agencies agree as follows:

1. Eastside Fire & Rescue to be a Party. From and after the effective date of this Amendment, Eastside Fire & Rescue shall be and become a party to the Agreement replacing Woodinville Fire & Rescue (Formerly known as Woodinville Fire & Life Safety District) and Section II of the Agreement shall be amended to read as follows:

### **II. PARTIES**

As of the date of the First Amendment to this Agreement, the parties to this Agreement are as follows:

- City of Kirkland
- City of Redmond
- King County Fire District 45 (Duvall Fire Department)
- King County Fire District 27 (Fall City Fire District)
- Eastside Fire & Rescue

Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.

2. Eastside Fire & Rescue Agrees to be Bound by Agreement. By signing below, Eastside Fire & Rescue agrees to be bound by the terms and conditions set forth in the Agreement as a party thereto.

3. Other Provisions Not Affected. Except as expressly amended herein, all provisions of the Agreement remain unchanged and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts each of which is an original and all of which shall constitute a single agreement.

5. Recording. As provided in RCW 39.34.040, this Agreement shall be recorded with the King County Recorder's Office by the City of Redmond, acting as lead agency. This Agreement shall become effective upon such recording.

EXECUTED by the parties on the dates set forth below.

CITY OF REDMOND

\_\_\_\_\_  
Angela Birney, Mayor

Date: \_\_\_\_\_

CITY OF KIRKLAND

\_\_\_\_\_  
Kurt Triplett, City Manager

Date: \_\_\_\_\_

KING COUNTY FIRE DISTRICT 45  
(DUVALL FIRE DEPARTMENT)

\_\_\_\_\_  
Chief Josh Erskine

Date: \_\_\_\_\_

KING COUNTY FIRE DISTRICT 27  
(FALL CITY FIRE DEPARTMENT)

---

Chief Brian Culp

Date: \_\_\_\_\_

WOODINVILLE FIRE & RESCUE

---

Chief Jeff Clark

Date: \_\_\_\_\_

EASTSIDE FIRE & RESCUE

---

Chief Jeff Clark

Date: \_\_\_\_\_



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-012  
**Type:** Consent Item

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

|      |                            |              |
|------|----------------------------|--------------|
| Fire | Adrian Sheppard-Fire Chief | 425-556-2201 |
|------|----------------------------|--------------|

**DEPARTMENT STAFF:**

|      |             |                              |
|------|-------------|------------------------------|
| Fire | Jim Whitney | Battalion Chief EMS Division |
|------|-------------|------------------------------|

**TITLE:**

Approval of Extension and Amendment of Consulting Services Agreement with inLife Clinic, with a Maximum Amount of \$100,000 per Year, for Internal Mental Health Professional (MHP)

**OVERVIEW STATEMENT:**

This is an extension and amendment to a current service agreement with inLife Clinic. This is a service that was established in 2019 then memorialized in 2022 and has proven to be beneficial to fire/EMS service personnel and their families. This will expand the services provided by internal Mental Health Professional that supports firefighter health and safety. This individual provides PEER Support Team training, critical incident debriefing for individuals and crews, resources guidance to fire department staff when needed, and mental health awareness training.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Fire Department Strategic Plan and King County EMS Strategic Plan
- **Required:**  
Council approval is needed for contracts over \$50,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**



This program benefits the city and employees by maintaining the mental health of workforce within the fire department as well as across other departments within the city when the need arises. It has been proven to be a beneficial in supporting employees navigate emotional impacts associated with critical incident debriefing, workplace tragedy, and individual needs. This individual provides education for our PEER Support Team members, critical incident stress debriefings, leads employee support response during tragic loss, and provides access to supportive resources during times of need.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

Up to \$100,000 annually in 2023/24

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

0000016

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:**

☐ Yes

☒ No

☐ N/A

*If yes, explain:*

N/A

**Funding source(s):**

General Fund, Fire District 34 Contract, and King County Medic One

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting   | Requested Action  |
|-----------|---|-------------------|
| 1/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Budget Biennium 2023/24

**ANTICIPATED RESULT IF NOT APPROVED:**

Removal of this important program that has proven its benefit to many employees would negatively affect the health and safety of fire/EMS personnel as well as other employees throughout the city.

**ATTACHMENTS:**

Attachment A: 2022 Consulting Services Agreement

Attachment B: Extension and Amendment of Consulting Services Agreement with inLife Clinic for 2023/24



## City Contract Routing Form

City Contract #: 9884

## Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicable

Comments: \_\_\_\_\_

## Section 2 – Fill Out Contract Details

Date: 03/04/2022 Department: Fire Division: ALS Mail Stop: FDADMProject Administrator Name: Dawn DeLoach Extension: 2244Project Manager Name (if different than above): Jim Whitney Extension: 2208Contract Type: Consulting Services If other, please indicate: \_\_\_\_\_Contract Title: Fire Department Wellness and Resiliency CoordinatorContractor/Consultant Business Name: inLife Clinic, LLCContract Description: Behavioral health medical professional to support wellness and resiliency educationProject ID #: \_\_\_\_\_ Budget/Account #: General FundCouncil Approval Date: 03/01/2022 Council Agenda Memo #: 22-021 RFP/IFB/RFP #: \_\_\_\_\_ NIGP #: \_\_\_\_\_☒ New ContractTotal Amount: \$50,000Start Date: Upon execution End Date: 12/31/2022Renewal Option (Y/N): Y If yes, how many? Two (2) additional one-year terms; maximum total term of three (3) years☐ Amendment/Renewal/Change Order #: \_\_\_\_\_ Original CC #: \_\_\_\_\_

New Start Date: \_\_\_\_\_ New End Date: \_\_\_\_\_

Current Contract Amount (including all previous amendments/change orders): \_\_\_\_\_

Amount of this Amendment/Change Order (proposed increase/decrease): \_\_\_\_\_

New/Cumulative Contract Amount: \_\_\_\_\_

## Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: DocuSigned by: Adrian Shuppard Date: 3/7/2022 Comments: \_\_\_\_\_  
90153C128642411...
☒ TIS Director: DocuSigned by: [Signature] Date: 3/7/2022 Comments: \_\_\_\_\_  
6A23C86F8F144A4...
☒ City Attorney: DocuSigned by: James E. Haney Date: 3/8/2022 Comments: \_\_\_\_\_  
85394CE98894B5...
☒ Risk Manager: DocuSigned by: Charles Corder Date: 3/8/2022 Comments: \_\_\_\_\_  
581CDD1AF085491...
☒ Mayor or Designee: DocuSigned by: Charles Corder (Mayor Designee) Date: 3/8/2022 Comments: \_\_\_\_\_  
5D9FC872714C4E4...
☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos Date: 3/9/2022 Comments: Electronic Original - in Hummingbird  
E725E58818E4E1...
☒ Purchasing: no signature required – for copy only

# Consulting Services Agreement

|  |   |
|--|---|
| <p><b>PROJECT TITLE</b></p> <p>Fire Department Wellness and Resiliency Coordinator</p>   | <p><b>EXHIBITS</b><br/> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A: Scope of Work<br/> Exhibit B: Work Schedule<br/> Exhibit C: Payment Schedule &amp; Billing<br/> Exhibit D: Info Privacy/Security Agreement<br/> Exhibit E: Authorized User Access Agreement<br/> Exhibit F: Insurance Addendum<br/> Exhibit G: Business Associate Addendum<br/> Exhibit H: Ride Along Waiver and Confidentiality Agreement<br/> Exhibit I: Option for Renewal</p> |
| <p><b>CONTRACTOR</b></p> <p>inLife Clinic, LLC</p>   | <p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b><br/> <i>(Name, address, phone #)</i></p> <p>Jim Whitney<br/> City of Redmond<br/> FSADMN<br/> PO Box 97010<br/> Redmond, WA 98073-9710<br/> 425-556-2208<br/> <a href="mailto:jwhitney@redmond.gov">jwhitney@redmond.gov</a></p>  |
| <p><b>CONTRACTOR'S CONTACT INFORMATION</b><br/> <i>(Name, address, phone #)</i></p> <p>inLife Clinic, LLC<br/> 16715 NE 79 ST<br/> Redmond, WA 98052<br/> 425-822-3252<br/> <a href="mailto:info@inlifeclinic.com">info@inlifeclinic.com</a><br/> <a href="mailto:cc:phyllis@inlifeclinic.com">cc:phyllis@inlifeclinic.com</a></p> | <p><b>BUDGET OR FUNDING SOURCE</b></p> <p>General Fund</p>  |
| <p><b>CONTRACT COMPLETION DATE</b></p> <p>December 31, 2022</p>  | <p><b>MAXIMUM AMOUNT PAYABLE</b></p> <p>\$50,000</p>  |

page 2 – Consulting Services Agreement, City of Redmond and  
inLife Clinic, LLC

THIS AGREEMENT is entered into on March 09, 2022 between the City of Redmond, Washington, hereinafter called "the CITY", and inLife Clinic, LLC, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

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

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

page 3 – Consulting Services Agreement, City of Redmond and  
inLife Clinic, LLC

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. In performance of the CONSULTANT's obligations under this Agreement, the CITY or the CONSULTANT may receive access to intellectual property (including, but not limited to, knowhow and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

page 4 – Consulting Services Agreement, City of Redmond and inLife Clinic, LLC

C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based thereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.56 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

page 5 – Consulting Services Agreement, City of Redmond and inLife Clinic, LLC

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A Worker's compensation and employer's liability insurance as required by the State of Washington;

B General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.



page 6 – Consulting Services Agreement, City of Redmond and inLife Clinic, LLC

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon thirty (30) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

page 7 – Consulting Services Agreement, City of Redmond and inLife Clinic, LLC

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.


21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.


page 8 – Consulting Services Agreement, City of Redmond and inLife Clinic, LLC

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


CONSULTANT:

DocuSigned by:  
  
9E7FD8E66E0746F...  
By: Phyllis Rogers  
Title: Owner/Director of inLife Clinic

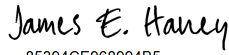
CITY OF REDMOND:

DocuSigned by:  
  
5D9FC67271464E4...  
Angela Birney, Mayor  
DATED: 3/8/2022

ATTEST/AUTHENTICATED:

DocuSigned by:  
  
E725E589816E4E1...  
City Clerk, City of Redmond

APPROVED AS TO FORM:

DocuSigned by:  
  
85394CE968994B5...  
Office of the City Attorney

**Exhibit A – Scope of Work**

The CONSULTANT shall perform all services and provide all goods as identified below:

This consultant will provide oversight of the Fire Department's Peer Support Program, provide on-going educational activities in support of healthy personal and professional relationships, family support, and educate firefighters on how to avoid engaging in dysfunctional coping behaviors that may damage their careers.

The contract mental health professional would provide an average of 4 – 8 hours per week of on-site services which would include:

1. Train, manage and advise personnel assigned by the department as Peer Support Team Members;
2. Provide training, activities, education, and support to Redmond Fire Department employees and their families with the goal of maintaining positive healthy professional and personal relationships;
3. Conduct Critical Incident Stress Management debriefings with personnel involved in responding to traumatic events as public safety personnel.

**Confidentiality:** When an employee discusses issues or concerns with the contractor these conversations will be treated as confidential. Only in the extreme instance where there is a question as to the safety of the individual where in the opinion of the mental health professional that the individual is a threat to themselves or others will the Wellness & Resiliency Coordinator be required to report to the Chief of Police any information about the conversations. Under these circumstances Wellness & Resiliency Coordinator will provide the most limited information as feasible to address the immediate concern for the safety and well-being of the individual.

**Reporting Relationship:** This position will report directly to the Fire Chief, or designee, for the purposes of coordinating department activities and job functions related to this contract.

**Qualifications:** The contractor must be a Mental Health Counselor licensed with the State of Washington and hold a Master of Arts, or Science Degree in Counseling. Due to the nature of the work described above, it is important that the person be experienced in providing mental health counseling to public safety personnel, is familiar with the stress of responding to traumatic public safety calls for service and traumatic grief therapy. It is also desirable that the mental health counselor be experienced in providing related marriage and family therapy.

**Exhibit B – Work Schedule**

Work Schedule. The CONSULTANT/CONTRACTOR shall complete all project milestones as identified and scheduled below:

| <b>Milestone/Description of Task</b>   | <b>Scheduled Completion Date</b> |
|--|----------------------------------|
| This work will begin upon the signing of the Consultant Agreement between the CITY and the CONSULTANT and will continue until December 31, 2022. |                                  |
| Coordinate or conduct quarterly Peer Support Team education/training   | Quarterly                        |
| Provide quarterly report to command staff regarding summary of wellness training, education, and department activities.                          | Quarterly                        |
| Conduct annual dept-wide wellness training.  | Annually                         |

### **Exhibit C – Payment Schedule**

For the goods/services identified in the Scope of Work, the City shall pay CONTRACTOR:

COST: \$175.00 per hour. Estimated at an average of 4 – 8 hours per week.

Total cost per year not to exceed \$50,000. Consultant will provide the CITY with a monthly invoice for services provided. Invoice will detail date, time, length (hours), location and type of services provided.

## **Exhibit D – Information Privacy and Security Agreement**

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the **City of Redmond** (“City”) and **inLife Clinic, LLC** (“Contractor”) as of the date last signed below (the “Effective Date”) and hereby amends the attached agreement between City and Contractor (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

### **1. Definitions.**

a. “Authorized Users” means Contractor's employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

d. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

### **2. Standard of Care.**

a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

**3. User Access to City Data.**

a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.

b. If Contractor requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Contractor shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

**4. Use of Subcontractors or Agents.**

a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Contractor with respect to the City Data.

b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

**5. Use, Storage, or Access to, City Data.**

a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act ["HIPAA"] or the FBI Criminal Justice Information Services requirements). If Contractor has access to City protected health information, then Contractor must also execute the City's Business Associate Agreement.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

**6. Privacy.**

a. Contractor represents and warrants that in connection with the Services provided by Contractor:



i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Contractor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Contractor's privacy policy will provide end-users with a written explanation of the personal information collected about end- users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

7. **Information Security.** This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.

g. Contractor shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Contractor shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Contractor shall be performed using a secure transfer method.

h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Contractor may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Contractor's assessment. Contractor shall cooperate with such effort.

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IPSA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

## **8. Data Breach Procedures and Liability.**

a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's

data breach notification law codified at RCW 42.56.590. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Contractor shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Data Breach. Contractor's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law-enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

9. **No Surreptitious Code.** Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

10. **Public Records Act.** Contractor recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Contractor due to City's compliance with any law or court order requiring the release of public records.

11. **City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

## 12. **Term and Termination.**

a. **Term.** The term of this IPSA is the same as the term in the Underlying Agreement.

b. **Termination.** In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Contractor, provided that City first sends the Contractor written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Contractor shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Contractor or Contractor's Authorized Users.

c. **Effect of Expiration or Termination.**

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Contractor shall return to City all City Data in a format and structure acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Contractor shall comply with any transition service requirements described in the Underlying Agreement.

iii. Contractor is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Contractor's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

13. **Insurance.** In addition to the insurance requirements of the Underlying Agreement, Contractor will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. **Cyber Liability Insurance:** With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Contractor's Services include professional services, then Contractor shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Contractor's insurance shall be primary to any other insurance or self- insurance programs maintained by City. Contractor shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Contractor's obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Contractor shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Contractor shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Contractor's maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Contractor's maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Contractor.

14. **Cumulative Rights and Remedies.** All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Contractor shall supersede any provision in the Underlying Agreement purporting to limit Contractor's liability or disclaim any liability for damages arising out of Contractor's breach of this IPSA.

15. **Indemnification.** Contractor shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations; or (iii) any Data Breach by Contractor.

16. **Miscellaneous.**

a. **Order of Precedence.** This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. **Entire Agreement.** This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. No Third-Party Beneficiaries. This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. Notices. All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ISAdministration@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement.

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. Severability. If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. Governing Law; Submission to Jurisdiction. This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. Counterparts. This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

**Contractor**

**City of Redmond**

DocuSigned by:  
Phyllis Rogers  
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DocuSigned by:  
Charles Corder (Mayor Designee)  
5D9FC67271484E4...

Name: Phyllis Rogers  
Title: Owner/Director of inLife Clinic  
Date: 3/6/2022

Name: Charles Corder (Mayor Designee)  
Title: Finance Director  
Date: 3/8/2022

**Exhibit E – Authorized User Access Agreement**

Name of Individual: Brooke N. Lundquist Name of Contractor: inLife Clinic, LLC

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the “City Data”) owned and operated by the City of Redmond (“City”) due to my employment by or contractual relationship with inLife Clinic, LLC (“Contractor”).

I agree that I may use the City Data for the sole purpose of Contractor’s obligations to City and in a manner that complies with City’s Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Contractor’s obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, “Authorized User ID”) will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Contractor’s privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

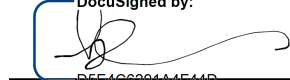
I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Contractor.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at redmondfire@redmond.gov of any conflict with or violation of the above conditions.

DocuSigned by:



Authorized User Signature

3/7/2022

Date



**Exhibit F – Insurance Addendum**

THIS ADDENDUM modifies the provisions of the (check one): ☐ General Services Agreement,  
☒ Non-Public Work Consultant Agreement, ☐ Instructional Services Agreement,  
☐ Social/Community Services, ☐ Short Term Facility Agreement, ☐ Fixed Asset Loan Agreement  
☐ Three Party Consultant Agreement (hereinafter "the Agreement") or ☐ Public Work  
 Consultant Agreement entered into between the parties on \_\_\_\_\_.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- ☐ The general public liability and property damage insurance limit is increased/reduced to \$ \_\_\_\_\_ (insert amount).
- ☐ The professional liability insurance amount is increased/reduced to \$ \_\_\_\_\_ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ☐ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ☐ The insurance provisions are otherwise modified as follows:  
 \_\_\_\_\_

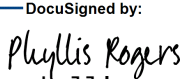
Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/consultant.

DATED 03/09/2022

CITY OF REDMOND

DocuSigned by:  
  
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**MAYOR ANGELA BIRNEY**

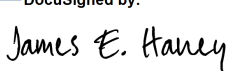
CONTRACTOR/CONSULTANT

DocuSigned by:  
  
 4974B31748F...  
 By: Phyllis Rogers  
 Title: Owner/Director of inLife Clinic

ATTEST / AUTHENTICATED:

DocuSigned by:  
  
 E725E369810E4E1...  
**CITY CLERK, CITY OF REDMOND**

APPROVED AS TO FORM:

DocuSigned by:  
  
 85394CE988994B5...  
**OFFICE OF THE CITY ATTORNEY**

APPROVED:

DocuSigned by:  
  
 581CDD1AF985491...  
**RISK MANAGER, CITY OF REDMOND**

**Exhibit G – Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is entered into by and between the City of Redmond (“Covered Entity”) and inLife Clinic, LLC, (“Contractor”), effective as of the 09 day of March, 2022 (“Effective Date”).

**RECITALS**

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the “Arrangement”) whereby Business Associate provides services to Covered Entity, and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations (“CFR”) Parts 160, 162, and 164 (“Privacy Regulations” and “Security Regulations”);

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those regulations prohibit the Disclosure or Use of Protected Health Information by or to Business Associate if such a contract is not in place;

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning assigned to such terms in HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and as set forth in 45 CFR Parts 160, 162 and 164.

**II. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the written documents describing the arrangement entered into by the parties, provided that such use or disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate further agrees not to use or disclose PHI other than as permitted or required by this Agreement, or as required by law.

2.2 Adequate Safeguards for PHI. Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by this Agreement or as required by law.

2.3 Adequate Safeguards for EPHI. Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall comply with the Security Regulations, where applicable, with respect to EPHI to prevent the use or disclosure of EPHI other than as permitted by this Agreement. Such compliance shall include but not be limited to, creation and maintenance of security policies and procedures pursuant to 45 CFR 164.316 and an ongoing risk assessment conducted in accordance with 45 CFR 164.308.

2.4 Reporting Non-Permitted Use, Disclosure, or Breach.

(a) Business Associate shall immediately in writing notify Covered Entity of any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware as follows: (a) reports of successful unauthorized access shall be made immediately; and (b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported.

(c) Business Associate shall report to Covered Entity a Breach or potential Breach of Unsecured PHI without unreasonable delay, but not later than five (5) days, following Business Associate's discovery of such Breach or potential Breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached, additional information that Covered Entity is required to include in a Breach notification pursuant to 45 CFR 164.404(c), and other information as requested by Covered Entity. Business Associate agrees to not notify patients, the media, or HHS of a Breach unless requested to do so by Covered Entity or unless otherwise required by law. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402. Business Associate shall supplement its report(s) if the above information is not available at the time of the initial report, and Business Associate shall otherwise cooperate with Covered Entity's requests for information as may be necessary for Covered Entity to evaluate the scope of the incident and related compliance issues. Business Associate must notify Covered Entity of the Breach or potential Breach regardless of whether Business Associate has conducted a risk assessment, or the results of the risk assessment, described in 45 CFR 164.404.

2.5 Notice. All reporting pursuant to this Agreement shall be to the City of Redmond at the following e-mail address: [redmondfire@redmond.gov](mailto:redmondfire@redmond.gov).

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the use

and disclosure of PHI by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services ("HHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately in writing notify Covered Entity of any requests made by HHS and provide Covered Entity with copies of any documents produced in response to such request.

2.7 Access to and Amendment of PHI. In the event that Covered Entity's PHI in the Business Associate's possession constitutes a Designated Record Set, Business Associate shall within five (5) days of receiving a request from Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Covered Entity is responsible for responding to Individuals' request for access to PHI and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals. Business Associate shall have a process in place for requests and amendments from Covered Entity.

2.8 Accounting of Disclosures.

(a) In accordance with 45 CFR 164.528, and Section 13405(c) of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. § 17932, Business Associate agrees to: (a) document Disclosures of PHI and information related to such Disclosures; (b) provide such documentation to Covered Entity in a time and manner designated by Covered Entity; and (c) permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI. Within ten (10) days of Business Associate receiving a request from Covered Entity, Business Associate shall provide to Covered Entity an accounting, as described in 45 CFR 164.528, of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Covered Entity is responsible for responding to Individuals' request for an accounting and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals.

(b) Any accounting provided by Business Associate under this Section 2.8 shall include: (i) the date of Disclosure; (ii) the name, and address, if known, of the entity or person who received the PHI; (iii) a brief description of Disclosed PHI; and (iv) a brief statement of the purpose of Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (i) through (iv), above, and shall securely retain this documentation for six (6) years from the date of Disclosure.

2.9 Use of Subcontractors and Agents.

(a) Business Associate may Disclose PHI to a subcontractor, and may allow the subcontractor to create, receive, maintain, access or transmit PHI on its behalf, provided that

Business Associate obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Business Associate shall require each of its subcontractors that create, receive, maintain, access or transmit PHI on behalf of Business Associate to execute a written agreement obligating the subcontractor to comply with all terms of this Agreement and to agree to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Upon request from Covered Entity, Business Associate shall provide a list of subcontractors that it has Disclosed PHI to and the nature of the Disclosed PHI.

(b) Business Associate shall terminate its agreement with any subcontractor if Business Associate knows of or discover a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's HIPAA obligation under the written agreement with Covered Entity Business Associate shall immediately notify Covered Entity of the termination of the subcontractor agreement if such termination resulted from a material breach or violation of the subcontractor's HIPAA obligations.

(c) Business Associate shall require the subcontractor assent in writing to the jurisdiction and laws of the United States, regardless of whether the subcontractor is a foreign entity, is performing services outside the United States, or is not otherwise subject to the jurisdiction of the United States. Business Associate hereby agrees not to transmit or store any PHI outside of the United States.

2.10 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this Section 2.10.

2.11 Business Associate Practices, Policies and Procedures. Business Associate represents and warrants that Business Associate's privacy and security policies and practices shall meet current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan, all designed to provide assurances that the requirements of this Agreement are met. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to Covered Entity to monitor Business Associate's compliance with this Agreement.

2.12 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

2.13 HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

2.14 **Minimum Necessary.** Business Associate shall Use or Disclose only the minimum necessary amount of PHI to accomplish the intended purpose of such Use or Disclosure.

### **III. OBLIGATIONS OF COVERED ENTITY**

3.1 Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.

3.2 Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

### **IV. ADDITIONAL PERMITTED USES**

4.1 Except as otherwise limited in this Agreement or the Arrangement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities.  
Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities.  
Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the Disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

### **V. TERM AND TERMINATION**

5.1 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by Covered Entity under this Section 5.1. Covered Entity may terminate this Agreement, without cause or penalty, on five (5) days' prior written notice to Business Associate. In addition, this Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.4, 2.5, 2.7, 2.8, 2.9, 2.9(b), 2.10, 5.2, 6.3, 6.5, 6.6 and 6.10 of this Agreement shall survive the termination of this Agreement.<sup>1</sup>

5.2 Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI unless directed

to do so by Covered Entity. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

## VI. GENERAL TERMS

6.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

6.3 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses (including attorneys' fees) incurred as a result or arising directly or indirectly out of, or in connection with (a) any misrepresentation, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Agreement; and (c) a breach of unsecured PHI caused by Business Associate or its subcontractors or agents. Without limiting the generality of the foregoing, Business Associate agrees to reimburse Covered Entity for any and all costs and expenses incurred as a result or arising directly or indirectly out of Covered Entity's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by Business Associate, including but not limited to all costs associated with Covered Entity's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in written agreements pertaining to the Arrangement shall not apply to this Agreement.

6.4 Insurance. Business Associate shall obtain and maintain during the term of this Agreement, and at any time in which it retains PHI, liability insurance covering common law claims, breach notification expenses, data theft, and coverage related to the violation of state or federal information privacy and security laws or regulations. The policy limits for such coverage shall not be less than \$1,000,000 per claim, and \$3,000,000 in the annual aggregate. Such insurance shall name Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity upon written request. Business Associate shall provide Covered Entity with written notice of any policy cancellation within two (2) business days of the receipt of such notice. Failure of Business Associate to maintain the insurance as required shall constitute a material breach of this Agreement, upon which Covered Entity may, after giving five (5) business days notice to Business Associate to correct such breach, immediately terminate this Agreement. Business Associate's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Business Associate to the coverage provided by such insurance, or otherwise limit Covered Entity's recourse to any remedy available at law or in equity.

6.5 Data Ownership. Business Associate acknowledges and agrees that Covered Entity owns all rights, interests, and title in and to its data, including all PHI and any de-identified data, and title shall remain vested in Covered Entity at all times. Accordingly, Business Associate hereby acknowledges and agrees that it does not have the right to engage in the sale of PHI. Business Associate shall not de-identify PHI or Use or Disclose any such de-identified information unless otherwise permitted in writing by Covered Entity.

6.6 Governing Law; Venue and Jurisdiction; Attorneys' Fees. This Agreement shall in all respects be interpreted, enforced and governed by the laws of Washington State. Venue for any action or proceeding shall be in King County, Washington. In the event of any litigation or arbitration relating to or arising out of this Agreement, the substantially prevailing party or parties shall be entitled to its cost of litigation or arbitration, and reasonable attorneys' fees, including any attorneys' fees and costs incurred in bankruptcy or insolvency proceedings or on any appeal.

6.7 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW Ch. 70.02. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, RCW ch. 70.02 and other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information or PHI.

6.8 Amendment. Upon request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice to Business Associate in the event: (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (b) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws.

6.9 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.



6.10 Public Records Act. The parties acknowledge that the confidentiality provisions of the HIPAA Privacy Regulations constitute an "other statute which exempts or prohibits disclosure" under the Washington State Public Records Act (see RCW 42.56.070(1); *see also Hangartner v. Seattle*, 151 Wn.2d 439, 453 (2004)), and that the confidentiality provisions under the Privacy Regulations and this Agreement shall control. Furthermore, Business Associate shall not release any de-identified health information without first notifying and conferring with Covered Entity.


6.11 No Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

6.12 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. In the event of conflict between any written or oral provision of the Arrangement and any provision of this Agreement, the applicable provisions of this Agreement shall control with respect to patient data and the access, use, privacy, security and confidentiality of patient data.


6.13 Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed, or words spoken by either party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

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

**Business Associate:**

By:  DocuSigned by:  
 9E7FD8E05E9745F...  
 Print Name: Phyllis Rogers  
 Title: Owner/Director of inLife Clinic  
 Dated: 3/6/2022

**City of Redmond:**

By:  DocuSigned by:  
 5D9FC672714C4E4...  
 Print Name: Charles Corder (Mayor Designee)  
 Title: Finance Director  
 Dated: 3/8/2022

**Exhibit H – Redmond Fire Department Ride Along Waiver and Confidentiality Agreement**

Name: Brooke Lundquist Age: 41 Date of Birth: 02/06/1981  
 Address: 11014 33rd St SE, Lake Stevens 98258 Phone: 425-327-2859

I hereby request the privilege, for my personal benefit, of accompanying members of the Redmond Fire Department while on general duty which will include my being in and about city-owned fire/emergency medical vehicles and facilities and riding in a fire department vehicle while the same is being used by Redmond Fire Department personnel during the course of fire and emergency medical duties.



I fully understand that during the time I am accompanying any Redmond Fire Department employee, I may be exposed, at my own risk, to a wide variety of dangerous circumstances and situations which include, but are not limited to, emergency response, medical aid incidents, and fire situations.

I hereby waive any and all actions, claims, and demands against the City of Redmond, its officers, agents, and employees, for all personal injuries, illness, property damage, or losses of any nature which may result from any such activity, including all those which may arise out of the negligence of any firefighter or any other employee or agent of the City of Redmond, and do further release the City of Redmond, its officers, agents, employees, assigns, and subrogates in the event of any loss, damage, or claims arising from the subject activity.

This agreement is made in consideration of my being allowed to accompany Redmond Fire Department personnel in the performance of their duties. I understand and agree that I will obey and follow any and all directions of any firefighter and, in particular, the person to whom I am assigned during the time that I am accompanying the Redmond Fire Department.

While observing with the Redmond Fire Department program, or at transport destination facilities, I understand that all patient care information is strictly confidential. Patient personal and medical information as well as information documented on the Medical Incident Report Form are to be held in strict confidentiality and cannot be discussed without the expressed or direct consent of the patient. Any unauthorized disclosure of such information could render the Redmond Fire Department, as well as me, liable for damages on grounds of defamation or invasion of the right to privacy.

*Understand that patient care is our first and foremost priority. If the scene of the incident or the facility you are observing in becomes busy, or a patient becomes critical, you might be asked to leave until things calm down.*

|   |   |
|---|---|
| <p>MHP Provider:</p> <p>inLife Clinic, LLC<br/>         16715 NE 79 ST<br/>         Redmond, WA 98052</p> <p>Signature: <br/> <small>DocuSigned by: D5E4C6291A4F44D...</small></p> <p>Print Name: <u>Brooke Lundquist</u></p> <p>Date: <u>3/7/2022</u></p> | <p>City of Redmond</p> <p>By: <br/> <small>DocuSigned by: 5D9FC072714C4E4...</small></p> <p>Print Name: <u>Charles Corder (Mayor Designee)</u></p> <p>Title: <u>Finance Director</u></p> <p>Date: <u>3/8/2022</u></p> |
|---|---|

## **Exhibit I – Option for Renewal**

The City reserves the right to renew this contract for two (2) additional one-year renewal terms, for a potential maximum total term of three (3) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



## **EXTENSION AND AMENDMENT OF CONSULTING SERVICES AGREEMENT**

THIS EXTENSION AND AMENDMENT extends and amends the Consulting Services Agreement entered into between the City of Redmond, Washington, hereinafter referred to as the “City” and InLife Clinic, LLC, hereinafter referred to as the “Consultant.”

WHEREAS, the City and the Consultant entered into the Consulting Services Agreement on \_\_\_\_\_, 2021; and

WHEREAS, the Consulting Services Agreement provides for a term which expires on December 31, 2022; and

WHEREAS, the City and the Consultant wish to extend the Consulting Services Agreement for two (2) years commencing January 1, 2023 and to amend certain provisions of the Consulting Services Agreement as agreed to by the City and the Consultant.

NOW, THEREFORE, in consideration of and subject to the terms and conditions set forth herein, the City and the Consultant agree as follows:

**Section 1. Extension.** The City and the Consultant hereby agree that the Consulting Services Agreement is extended for a two (2) year term commencing January 1, 2023 and ending December 31, 2024, subject to the amendments provided herein. The Completion Date of the Consulting Services Agreement is amended to be December 31, 2023.

**Section 2. Maximum Amount Payable.** The Maximum Amount Payable under the Consulting Services Agreement for the period commencing January 1, 2023 and ending December 31, 2024 is \$200,000.00, with a maximum of \$100,000 payable for services rendered between January 1, 2023 and December 31, 2023 and a maximum of \$100,000 payable for services rendered between January 1, 2024 and December 31, 2024.

**Section 3. Scope of Work.** The Scope of Work under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit A hereto and incorporated herein by this reference as if set forth in full.

**Section 4. Work Schedule.** The Work Schedule under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit B hereto and incorporated herein by this reference as if set forth in full.

**Section 5. Payment Schedule.** The Payment Schedule under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit C hereto and incorporated herein by this reference as if set forth in full.

**Section 6. Authorized User Access Agreement.** The Authorized User Access Agreement under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit E hereto and incorporated herein by this reference as if set forth in full.

**Section 7. Redmond Fire Department Ride Along Waiver and Confidentiality Agreement.** The Redmond Fire Department Ride Along Waiver and Confidentiality Agreement under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit H hereto and incorporated herein by this reference as if set forth in full.

**Section 8. Remaining Provisions.** Except as expressly amended herein, all other provisions of the Consulting Services Agreement shall remain unchanged and in full force and effect for the period from January 1, 2023 to December 31, 2024.

EXECUTED by the parties on the dates set forth below and effective as of the last date.

CONSULTANT:  
INLIFE CLINIC, LLC

CITY OF REDMOND

By: \_\_\_\_\_  
(Type or Print Name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Angela Birney, Mayor  
Date: \_\_\_\_\_



Memorandum

Date: 2/7/2023  
Meeting of: City Council

File No. AM No. 23-013  
Type: Consent Item

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

|        |                    |              |
|--------|--------------------|--------------|
| Police | Chief Darrell Lowe | 425-556-2521 |
|--------|--------------------|--------------|

DEPARTMENT STAFF:

|        |             |         |
|--------|-------------|---------|
| Police | Brian Coats | Captain |
|--------|-------------|---------|

**TITLE:**

Approval of Washington State Allocation of \$33,752 to Assist with the Cost of Training Required by Legislation Enacted in 2021 and 2022

**OVERVIEW STATEMENT:**

The purpose of this memo is to seek Council's approval for the police department to receive State funding to support required Use of Force training.

In 2022 the Washington State Legislature provided funds for police departments to assist with the cost of required training by certain legislation enacted in 2021 and 2022. The required training includes Use of Force per House Bills 1310, 1735, and 2037, and Duty to Intervene per House Bill 5066.

The State funding is being distributed through the Washington Association of Sheriffs and Police Chiefs (WASPC). To distribute funds equitably, WASPC developed a funding formula based on the number of commissioned officers per agency. Based on the formula, the Redmond Police Department was allocated \$33,752.27.

☐ Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

☐ Receive Information      ☐ Provide Direction      ☒ Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - RPD Policy 300 - Use of Force
  - RCW 9A.16.020 - Use of Force (When lawful)
  - RCW 10.120.020 - Permissible Uses of Force
  - RCW 10.93.190 - Peace Officers Duty to Intervene

RCW 10.116.020 - "Chokehold" or neck restraint prohibited

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

**OUTCOMES:**

In December 2022, all commissioned officers received Use of Force policy update training. The curriculum included:

- De-escalation: Alternative tactics and strategies
- What is considered Force
- Gaining compliance prior to use of force
- When force is authorized
- When deadly force is authorized
- Drawing and pointing a firearm
- Duty to intervene
- Providing reasonable care
- Asphyxia prevention
- Spit hood application
- Use of Force report writing

The same content will be incorporated into the 2023 in-service training calendar with scenario-based training.

Anticipated expenses in 2023:

- Virtual reality training software and equipment
- Use of force instructor training and instructor development
- Hosted use of force training
- Miscellaneous training equipment

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Deadline to receive the funding is June 30, 2023.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

No budget impact

**Approved in current biennial budget:**

☐ Yes

☐ No

☒ N/A

**Budget Offer Number:**

228 Criminal Justice

**Budget Priority:**

Safe and Resilient

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

**If yes, explain:**

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting   | Requested Action  |
|-----------|---|-------------------|
| 1/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Deadline to receive the funding is June 30, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

State allocated funding.

**ATTACHMENTS:**

N/A





## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-014  
**Type:** Consent Item

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

|      |                       |              |
|------|-----------------------|--------------|
| Fire | Adrian Sheppard-Chief | 425-556-2208 |
|------|-----------------------|--------------|

**DEPARTMENT STAFF:**

|      |             |                              |
|------|-------------|------------------------------|
| Fire | Jim Whitney | Battalion Chief EMS Division |
|------|-------------|------------------------------|

**TITLE:**

Approval of an Interlocal Agreement for Mobile Integrated Healthcare Services

**OVERVIEW STATEMENT:**

This is an Interlocal Agreement (ILA) for Redmond Fire MIH to provide services to Fall City Fire District that their agency doesn't have the capacity to provide. This allows for the City of Redmond to bill for services provided increasing revenues into the MIH Program and assisting to manage regional client needs.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Fire Department 2022/27 Strategic Plan, King County EMS Strategic Plan
- **Required:**  
Council approval is required for interlocal agreements.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

These are shared clients throughout the region and Redmond Fire MIH has an interest in supporting their needs to positively effect local community outcomes related to mental health crisis, fall assistance, aging disabilities, wraparound care, etc. This program requires a regional approach to optimize outcomes and Redmond Fire MIH is currently the lead

agency for providing these services throughout the communities of Redmond, Woodinville, Duvall, Snoqualmie and Fall City. This collaborative approach is fiscally responsible to the region by sharing resources and not requiring redundant services regionally.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

Positive effect with additional revenues received from King County for services provided regionally.

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

**Budget Offer Number:**

N/A

**Budget Priority:**

N/A

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

***If yes, explain:***

N/A

**Funding source(s):**

Increase in funding for MIH from King County for services provided to Fall City Fire District

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date | Meeting | Requested Action |
|------|---------|------------------|
|------|---------|------------------|

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-014  
**Type:** Consent Item

|           |   |                   |
|-----------|---|-------------------|
| 1/17/2023 | Committee of the Whole - Public Safety and Human Services | Provide Direction |
|-----------|---|-------------------|

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**  
N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Limiting capabilities to share resources and serve clients that have impacts regionally to include the City of Redmond.

**ATTACHMENTS:**

Attachment A: Interlocal Agreement Fall City Fire District Mobile Integrated Health Services

## **INTERLOCAL AGREEMENT FOR MOBILE INTEGRATED HEALTHCARE SERVICES**

This Interlocal Agreement (“Agreement”) is entered into between the City of Redmond, a Washington municipal corporation (“Redmond”), and Fall City Fire District 27, a Washington municipal corporation (“Agency”) for the purposes described below.

### **RECITALS**

A. Mobile Integrated Healthcare (“MIH”) is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. It may include, but is not limited to, services such as providing telephone advice to 9-1-1 callers instead of resource dispatch; providing community paramedicine care, chronic disease management, preventive care or post-discharge follow-up visits; or transport or referral to a broad spectrum of appropriate care, not limited to hospital emergency departments.

B. The purpose of MIH is to provide high quality and cost-effective medical care by coordinating resources among emergency medical care (EMS) providers, hospitals, in-home care, and insurance companies. MIH can also reduce risk and injury to vulnerable populations and reduce the number of 9-1-1 calls, keeping resources available for the greater community.

C. The King County Emergency Medical Services (EMS) Levy for 2020-2025 provides for the distribution of \$4 million annually for MIH services across all EMS providers in King County, using an allocation methodology developed for Basic Life Support (BLS) funding. The EMS providers in King County are encouraged to support a regional approach to MIH in which data collection methods, performance measures, and program reporting are standardized.

D. Redmond is an EMS provider and the provider of Medic One services in Northeast King County. Redmond has developed an MIH Program that fulfills the purposes of the MIH funding in the EMS Levy and is willing to provide MIH services to other agencies in furtherance of a regional approach to MIH. The Agency is a municipal corporation in King County that desires to obtain MIH services from Redmond. Redmond and the Agency have agreed to the terms set forth in this Agreement regarding the provision of MIH services.

### **AGREEMENT**

NOW, THEREFORE, Redmond and the Agency agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the extension of Redmond’s MIH Program to the residents of the Agency, to specify the manner in which the MIH services will be requested by the Agency and provided by Redmond, and to provide for payment to Redmond from the Agency for MIH services as contemplated by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. Responsibilities of Redmond.

A. Redmond agrees to provide MIH Program services to the residents of the Agency. The Redmond Fire Department will receive referrals of Agency residents from the Agency and from Redmond fire personnel and act to connect individuals referred to the most appropriate healthcare resources, including but not limited to:

- i. The City of Redmond's Paramedic Navigator;
- ii. The City of Redmond's Aging and Disability Services (ADS) Navigator;
- iii. King County Falls Coordinator;
- iv. Hospice patient assistance;
- v. King County Public Health;
- vi. Adult Protective Services;
- vii. In-home care services (physical therapy/occupational therapy);
- viii. Transportation Resources;
- ix. Julota technical services;
- x. Other resources appropriate to the specific needs of the clients as they present, in order to provide the best and most appropriate healthcare (such as mental health professionals, energy assistance, DSHS, etc.)

B. Redmond agrees to provide appropriate staff with appropriate qualifications and experience to evaluate clients, provide triage assessment of client needs, and provide referral services to referred clients. Redmond will be responsible for conducting appropriate background checks and appropriate training for its personnel to provide the services.

C. Redmond personnel will work alone or in collaboration with Agency personnel to identify client needs, options for necessary services or treatment, overcome obstacles to client obtaining services, and facilitate communication between EMS personnel, medical service providers, service agencies, and other appropriate persons.

D. Redmond agrees to provide and utilize the Julota software program or an equivalent program of Redmond's choosing to track services, manage consents, and share sensitive information between software systems for healthcare, EMS, social services agencies, and other organizations.

E. Redmond personnel providing services to Agency residents under this Agreement shall at all times remain employees of Redmond and nothing in this Agreement shall make any such personnel employees of the Agency. All rights, duties, and obligations of the employer shall remain with Redmond. Redmond shall be solely responsible for the wages, salaries, benefits, working conditions, and supervision of its employees.

F. Redmond shall provide an annual report to the Agency providing statistical information concerning the number of Agency residents served and the nature of the services to which such residents were connected, e.g., medical services, energy assistance, transportation resources, etc.

3. Responsibilities of Agency.

A. The Agency agrees to pay Redmond for the MIH Program services rendered by Redmond personnel at the hourly rates set forth in Exhibit A attached to this Agreement and incorporated herein by this reference. In the event the number of hours to be provided by Redmond personnel for services to Agency residents causes Redmond to incur overtime charges, Redmond shall bill such hours to Agency at the overtime rates.

B. The Agency also agrees to reimburse Redmond for out-of-pocket expenses incurred by Redmond in providing services to Agency residents. Redmond contracts with case managers to provide subject matter expertise. In the event that the number of hours provided by the case manager on services to Agency residents causes Redmond to incur overtime charges under Redmond's contract, Redmond shall be reimbursed on a proportional basis determined by Agency's and Redmond's use of the case manager during the relevant pay period for the overtime rates. The types of reimbursable expenses to be paid include, but are not limited to, those listed on Exhibit A.

C. If Redmond provides MIH Program services to more than one public agency, Redmond shall pro-rate any hours work and reimbursable expenses incurred on behalf of such agencies jointly.

D. The hourly rates and reimbursable expense amounts described on Exhibit A may be increased by Redmond no more frequently than once per year in order to reflect Redmond's increased cost of providing the services, e.g., wage, increases, benefit increases, changes in personnel, increased prices from vendors, etc. Redmond shall notify Agency in writing at least sixty (60) days in advance of any increase in hourly rates or expense amounts.

E. Redmond shall bill the Agency periodically, but no more frequently than once per month. The Agency shall pay all invoices within thirty (30) days of the date of the invoice.

F. The Agency agrees to cooperate with Redmond to facilitate the provision of MIH Program services, including but not limited to making Agency personnel available for consultation and providing reports and other documentation regarding individuals referred to Redmond. All such consultation and reports shall be provided at the sole cost of Agency, without

any deduction from amounts owed by Redmond. The Agency shall be solely responsible for the wages, salaries, benefits, and working conditions, and supervision of its employees.

4. Term – Termination and Extension.

A. This Agreement shall take effect on the date provided in Section 21 and shall continue in effect until the expiration of the current King County EMS Levy on December 31, 2025 unless sooner terminated or extended as provided herein.

B. This Agreement shall be automatically extended if the King County EMS Levy is extended beyond December 31, 2025 and if MIH continues to be funded by the Levy. The extension shall be co-extensive with the period for which the King County EMS Levy is extended, unless either party gives notice at least sixty (60) days prior to December 31, 2025.

C. This Agreement may be terminated by either party by giving sixty (60) days advance written notice prior to December 31 of any calendar year during the initial term of this Agreement or during the term of any extension.

5. Security of Information. Redmond and the Agency shall each be responsible for the security of information maintained by them for the purposes of providing services to Agency residents. To the extent such information is shared between Redmond and Agency, each party shall be responsible for the security of such information within their own organization. Each party shall be independently responsible for HIPAA compliance, if applicable, for any information held by that party.

6. Indemnification.

A. Redmond shall indemnify, defend, and hold harmless the Agency and its officers, agents, and employees, from and against any and all third party claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, caused by or arising out of the negligent acts, errors, or omissions of Redmond, its officers, agents, or employees in providing services under this Agreement.

B. The Agency shall indemnify, defend, and hold harmless Redmond and its officers, agents, and employees, from and against any and all third party claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, caused by or arising out of the negligent acts, errors, or omissions of the Agency, its officers, agents, or employees in performing services under this Agreement.

C. A party's obligation to hold harmless, indemnify, and defend the other party and its officers, agents and employees shall apply only to the extent of the indemnifying party's negligence.

D. Each party waives its immunity under the Industrial Insurance Act, Title 51 RCW, to the extent, but only to the extent, necessary to provide the other party with

indemnification under this Section 6, for injuries to the indemnifying party's employees. This waiver has been mutually negotiated.

E. The indemnity obligations of this Section 6 shall survive expiration or termination of this Agreement for any injury or damage occurring prior to such expiration or termination.

7. Insurance. Each party shall maintain appropriate liability insurance or self-insurance to cover potential liabilities arising from this Agreement.

8. Property. The parties do not anticipate acquiring any joint property for the purposes of providing the services described in this Agreement. Any property acquired by either party to provide services or perform any provision of this Agreement shall remain the property of the acquiring party.

9. Records. Each party shall be responsible for keeping its own records related to this Agreement and the performance of that party's obligations. Each party shall have control over responses to requests under the Public Records Act ("PRA"), Chapter 42.56 RCW, that are directed to the party. The party to whom the request is directed is termed the "primary party," and the other party is termed the "secondary party" for purposes of this section. The primary party shall provide the secondary party notice and an opportunity to informally comment on requests for records that affect the secondary party, unless such notice would slow the primary party's response time or otherwise impede the primary party's ability to provide the fullest assistance to requestors, as required by the PRA. Where there is a disagreement between the parties as to whether records are disclosable, the primary party shall offer third-party notice under RCW 42.56.540 to the secondary party to the extent allowed by law before disclosing records. The parties shall cooperate in supplying records to each other to facilitate responses to public records requests.

10. Independent Contractors. Each party to this Agreement is an independent contractor. Neither party is an agent of the other and neither party shall have the authority to bind the other party or to control the employees, agents, or contractors of the other party. All rights, duties and obligations of a party shall remain with that party at all times. Each party shall be responsible for compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations with respect to its own employees. Each party agrees that it will not represent itself as the agent or legal representative of the other party for any purpose whatsoever.

11. Administration. This Agreement shall be jointly administered by the Fire Chief of the Agency and the Fire Chief of Redmond.

12. Nondiscrimination. Neither party shall discriminate against any person receiving services under this Agreement on the basis of race, color, creed, religion, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law.



13. Notices. All notices required to be given by either party under this Agreement shall be given to the Fire Chief of the party receiving notice at the business address of the Fire Chief listed on the party's website. Notices shall be deemed received upon personal delivery or, if delivered by U.S. Mail, three days after deposit in the mail, postage prepaid, addressed to the receiving Fire Chief.

14. Compliance with Laws. Each party will comply with all applicable laws, rules, and regulations pertaining to them and to the services provided by this Agreement.

15. No Third-Party Rights. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend any rights, benefits, or privileges or any third party, including, without limitation, employees of either party.

16. Assignment. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

17. Severability. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed illegal, invalid or unenforceable, in whole or in part, shall be severable from the other provisions, and shall not affect the legality, validity, or enforceability of any other provision.

18. Waiver. A failure by either party to insist on strict performance of this Agreement by the other party shall not preclude the first party from subsequent exercise of its right to performance and shall not constitute a waiver of any other right under this Agreement unless expressly so stated.

19. Entire Agreement. This Agreement, together with Exhibit A, constitutes the entire understanding between the parties as to its subject matter and supersedes all prior agreements and understandings regarding that subject matter.

20. Amendments. This Agreement may be amended only by written instrument executed by both parties, provided that Redmond may increase rates and charges as provided in Section 3(C) above without a formal, signed amendment, and such rates and charges shall be amended and in full force sixty (60) days after Redmond provides notice as set forth in said subsection.

21. Effective Date/Filing. This Agreement shall become effective upon signature by both parties. Prior to its entry into force, this Agreement be filed with the King County Department of Records and Elections or, alternatively, shall be listed by subject on each party's website or other electronically retrievable public source in compliance with RCW 39.34.040.

EXECUTED by the parties on the dates hereafter specified.

CITY OF REDMOND

FALL CITY FIR DISTRICT 27

---

Mayor Angela Birney

Date: \_\_\_\_\_

---

Fire Chief Brian Culp

Date: \_\_\_\_\_

## EXHIBIT A

### INITIAL HOURLY RATES AND REIMBURSABLE EXPENSE CHARGES

| Labor Rate                   | Typical Hourly Rate | Typical Hourly Range<br>(Varies with Firefighter/<br>Paramedic Seniority) |
|------------------------------|---------------------|---|
|                              |                     |   |
| Firefighter Rate             | \$82.34             | \$78-84/hour  |
| Paramedic Rate               | \$94.29             | \$91-96/hour  |
| Medical Service Officer Rate | \$117.42            | \$113-119/hour  |
| Case Worker Rate             | \$67.00             | \$67.00/hour  |

As provided in Section 3.A of the Agreement, overtime rates will apply if any of the above personnel are required to work overtime to provide the services.

As provided in Section 3.B of the Agreement, out-of-pocket expenses will be reimbursed in addition to the above-described hourly rates.

The hourly rates set forth above are subject to increase under Section 3.D of the Agreement.



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-015  
**Type:** Consent Item

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

|       |                 |              |
|-------|-----------------|--------------|
| Parks | Loreen Hamilton | 425-556-2336 |
|-------|-----------------|--------------|

**DEPARTMENT STAFF:**

|       |                 |                                   |
|-------|-----------------|-----------------------------------|
| Parks | Zach Houvener   | Recreation Business Manager       |
| Parks | Nicole McDonald | Cultural Arts Program Coordinator |

**TITLE:**

Acceptance of a Grant Award in the Amount of \$17,940 from the Washington Festivals and Events Association

**OVERVIEW STATEMENT:**

City staff is seeking approval from City Council to authorize the Mayor to accept the Washington Festivals and Events Grant in the amount of \$17,940 for 2022 Derby Days. The Washington Festivals & Events grant was designed to support events and festivals in communities with a population of 100,000 or less to offset the event revenue lost during 2020 & 2021.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is needed for grant acceptance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

While still a robust experience, Derby Days has made programmatic and process changes in order to build sustainability during this recovery phase. In order to meet the reduced budget for 2022's Derby Days, programming for the kids' zone was reduced, contracts were bundled and revised to incur less staffing needs for the City, programming areas were contracted out to vendors and partners, performances were reduced, and marketing and print collateral was limited. However, the current economic climate has resulted in a lessened impact for these efforts, and this grant plays an important role in helping the event meet its budgeting and sustainability goals while balancing community priorities.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
0000036

**Budget Priority:**  
Vibrant and Connected

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

**Funding source(s):**  
Revenue would be to the 013 - Events Fund

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

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date | Meeting | Requested Action |
|------|---------|------------------|
|------|---------|------------------|

|           |   |                     |
|-----------|---|---------------------|
| 1/24/2023 | Committee of the Whole - Parks and Environmental Sustainability | Receive Information |
|-----------|---|---------------------|

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Acceptance is preferred as soon as possible after notification (December 13<sup>th</sup>, 2022)

**ANTICIPATED RESULT IF NOT APPROVED:**

Loss of grant funding

**ATTACHMENTS:**

List out attachments with the following format:

- Attachment A: City of Redmond - WFEA and ArtsWA Festival and Events Grant Application
- Attachment B: WFEA Award Letter
- Attachment C: City of Redmond Municipality Loss Statement Signed
- Attachment D: City of Redmond - Derby Days Financial Reports 2018-2022
- Attachment E: WFEA Agreement Redmond
- Attachment F: WFEA Agreement Exhibits

|       |   |              |
|-------|---|--------------|
| Title | <b>City of Redmond</b>  | 06/30/2022   |
|       | by <b>Nicole McDonald</b> in <b>WFEA and ArtsWA - Festival and Events Grant Program</b> | id. 28020271 |
|       | nmcdonald@redmond.gov   |              |

|                             |            |
|-----------------------------|------------|
| <b>WFEA Grant agreement</b> | 12/21/2022 |
|-----------------------------|------------|

|                  |   |
|------------------|---|
| UEI #            | <b>XK1UCKFKU3N9</b>   |
| Address Question | <b>15670 NE 85th St<br/>Redmond<br/>WA<br/>98052<br/>US</b> |

WFEA Grant agreement and additioanl doc upload link

[WFEA\\_Agreement\\_Redmond\\_Signed.pdf](#)

|  |            |
|--|------------|
| <b>WFEA Document Deadline Reminder</b> | 09/23/2022 |
|--|------------|

Hello! We are happy to be supporting you during these difficult times. Washington Festivals & Events Association (WFEA) and ArtsWA in partnership with Washington State Department of Commerce has completed an initial review of your application and provided you with an estimate of a grant amount. The next step is for us to review your tax documents to ensure they align with the information provided in your application. Please click the link below to return to your Submittable account. Upload your 990s or 1040s for 2019, 2020, and 2021 so we can verify your gross loss. If you are a municipality, use the second link below to upload the documents that were requested by the team at WFEA. Make sure your documents and file names include the name of your organization.

|                       |     |
|-----------------------|-----|
| Upload 990s and 1040s | n/a |
|-----------------------|-----|

Municipalities Upload

[City\\_of\\_Redmond\\_--\\_Derby\\_Days\\_Financial\\_Reports\\_2018-2022.pdf](#)

What type of file are you uploading? **These are financial reports pulled for Derby Days 2018-2022**

[City\\_of\\_Redmond\\_Municipality\\_Loss\\_Statement\\_Signed.pdf](#)

What type of file are you uploading? **Signed Municipality Loss Statement**

Hello! We are happy to be supporting you during these difficult times. Washington Festivals & Events Association (WFEA) and ArtsWA in partnership with Washington State Department of Commerce has completed an initial review of your application and provided you with an estimate of a grant amount. The next step is for us to review your tax documents to ensure they align with the information provided in your application. Please click the link below to return to your Submittable account. Upload your 990s or 1040s for 2019, 2020, and 2021 so we can verify your gross loss. If you are a municipality, use the second link below to upload the documents that were requested by the team at WFEA. Make sure your documents and file names include the name of your organization.

Upload 990s and 1040s n/a

Municipalities Upload

[DD\\_2018\\_Cube\\_Report.pdf](#)

[DD\\_2019\\_Cube\\_Report.pdf](#)

[DD\\_2020\\_Cube\\_Report.pdf](#)

[DD\\_2021\\_Cube\\_Report.pdf](#)

[DD\\_2022\\_Cube\\_Report.pdf](#)

WFEA UEI or SAM # Aug 19, 2022 10:33 AM

08/24/2022

What is your UEI also know as SAM #? XK1UCKFKU3N9

WFEA Grant agreement

WFEA Document Deadline Reminder

Original Submission

06/30/2022

About Your Organization

Organization Name City of Redmond

Type of Organization city



Before funds can be issued, grant recipients will need to provide their Unique Business Identifier (UBI) number, Federal Employer Identification Number (EIN), and Unique Entity Identifier (UEI) number. We strongly encourage you to start getting these numbers if you do not have them. If you do have them, please provide them below. - To register for a UEI (SAM), you will first need to set up a SAM.gov account for your organization. Create an account or look up an existing account [here](#). To complete the UEI (SAM) record registration follow the steps outlined in the [Guide to Getting a Unique Entity ID](#) linked [here](#).

Organization Federal Employer Identification Number (EIN) **91-6001492**

Organization Unique Business Identifier (UBI) number **176000016**

Organization Unique Entity Identifier (UEI) number **XK1UCKFKU3N9**

Mailing Address for your organization **15670 NE 85th St  
Redmond  
WA  
98052  
US**

Contact Person **Zach Houvener**

Contact Phone **+14255562306**

Contact Email **zhouvener@redmond.gov**

Did your organization remain in operation in 2020 and 2021? **Yes**

Does your organization plan to remain in operation and producing events in 2022? **Yes**

### About Your Festival or Event

Name of Festival or Event **Derby Days**

Festival or Event website **<https://www.redmond.gov/1138/Derby-Days>**

|  |   |
|--|---|
| Has your festival or event been held in your community for five or more years?   | <b>Yes</b>  |
| What were the date(s) of your last live completed event(s) pre-COVID?  | <b>July 12-13, 2019</b>   |
| Was your live festival or event cancelled or modified at least once in 2020 and 2021?  | <b>Yes, 2020<br/>Yes, 2021</b>  |
| Will your 2022 festival or event be held:  | <b>Live (in-person)</b>   |
| Which description below best represents your 2022 festival or event?   | <b>Festival</b>   |
| What is/are or was/were the date(s) of your festival or event(s) in 2022.  | <b>July 8-9, 2022</b>   |
| Select the size of your festival or event from the list below.   | <b>Small (Annual operating budget of less than \$250,000)</b>   |
| Where does your festival or event take place?  | <b>While the majority of the event takes place on or near Redmond's Municipal Campus, bike races and an arts festival are held in two additional locations across town.</b> |
| Festivals and events funded by this program must be open to the public. Are all activities of your event open to the public? | <b>Yes</b>  |

|  |  |
|--|--|
| Describe the outreach plan for your festival or event. How do you ensure all sectors of your community can participate?                              | <p>Derby Days has an extensive outreach plan that begins four months prior to the event. Earlier efforts include press releases, a dedicated website, business and organizational partner outreach, and a social media plan. As we've gotten closer to the event, we've increased the frequency of social media posts, placed posters and banners around town and in local businesses, and purchased digital ad space for a regional publication. We also utilized a mail service that sent a postcard notification to nearby businesses and residences. Recruitment for our community and business booths has resulted in a wide range of participants. Amongst the over sixty booths you can find local nonprofits, small businesses, and community groups. We concentrated on local restaurants and food trucks for our food vendors and worked with a local events producer to highlight regional music talent that will appeal to the diverse community here in Redmond. Residents themselves can register for several activities: bike races, a trail ride, the Derby Days Grand Parade, the Kids Bike Parade, the Derby Dash 5K, and the cornhole tournament. High school students can apply for the Derby Do-Gooder scholarship or take part in the Battle of the Bands. It is truly a city-wide effort to bring Derby Days to life each year.</p> |
| How does your festival or event welcome newcomers, and temporary/seasonal workers, and new residents in your community to participate or contribute? | <p>The City of Redmond has been in a period of population growth, making this year's Derby Days a first-time experience for many residents. In addition to having several entry points for participation highlighted by our outreach plan, there is a concerted effort year-round to ensure all residents feel a part of the community. Our communications team works to ensure the website is compatible with translation widgets, signage is regularly translated to our top languages, and a learning series implemented by our Diversity, Equity, and Inclusion Program Manager helps City Staff consider inclusivity in all areas of City work.</p> <p>Most importantly, Derby Days is free to attend. We've partnered with local transportation services to ensure a free shuttle from various places downtown, and event staff has worked to create a memorable experience for everyone that attends.</p>   |
| How many artists, musicians, and performers does your festival or event hire?  | <b>11-20</b>   |
| How many workers does your festival or event hire?   | <b>41-70</b>   |
| How many vendors participate in your festival or event?  | <b>101-200</b>   |

How many  
spectators or  
participants do you  
anticipate for your  
2022 event(s)?

---

**more than 5000**

Does your festival or  
event draw  
participants or  
spectators from out  
of town or your  
immediate area?

---

**Yes, up to 10% from out of area**

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### Financial Information

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List the pandemic relief grants you have received.

[Pandemic Relief Awarded to Date.xlsx](#)

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Loss Worksheet

[table 1 income.xlsx](#)

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|             |              |
|-------------|--------------|
| 2020 Losses | <b>88033</b> |
|-------------|--------------|

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|             |               |
|-------------|---------------|
| 2021 Losses | <b>102555</b> |
|-------------|---------------|

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|   |              |
|---|--------------|
| How much are you<br>requesting for your<br>2022 festival or<br>event? | <b>35000</b> |
|---|--------------|

---

What do panelists need to know that will help them understand your request for funding?

A tradition dating back to 1939, Derby Days began as a bicycle race to raise money for holiday decorations. As the city has grown, so, too, has the event. There have only ever been two times in the event's history that didn't see Redmond come together for this annual festival: World War 2 and the COVID-19 pandemic. Prior to the pandemic, the City of Redmond's Parks & Recreation department annually produced three signature events. Two of those events were offered as virtual experiences in 2020 and the third pivoted to a month-long outdoor exhibition. In 2021 with the loss of event revenues and additional City budget cuts, the City made the difficult decision to cut one of the signature events in perpetuity, thereby making our remaining events and their success all the more important.

Derby Days is the City of Redmond's most popular and well-known signature event and is vital to our recovery of lost revenue. The City of Redmond currently faces a significant budget shortfall for 2023 and 2024. The financial results of this year's Derby Days event will impact decisions for future events budgeting including but not limited to full-time staff levels, program reductions for the event, and budgeting for other events held by the City.

While still a robust experience, Derby Days has made programmatic and process changes in order to build sustainability during this recovery phase. In order to meet the reduced budget for this year's Derby Days, programming for the kids zone was reduced, contracts were bundled and revised to incur less staffing needs for the City, programming areas were contracted out to vendors and partners, performances were reduced, and marketing and print collateral was severely limited. However, the current economic climate has resulted in a lessened impact for these efforts, and this grant plays an important role in helping the event meet its budgeting and sustainability goals while balancing community priorities.

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Give us, as best you can, your estimated or actual revenue expectations for your 2022 festival or event.

#### [Estimated Income 2022.xlsx](#)

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From the worksheet **12000**  
above, enter the total  
for Cash Income  
(confirmed)

---

From the worksheet **184850**  
above, enter the total  
for Cash Income  
(anticipated)

---

From the worksheet **20000**  
above, enter the total  
for In-kind Income  
(anticipated)

---

From the worksheet **0**  
above, enter the total  
for In-kind Income  
(confirmed)

---



**Washington Festivals &  
Events Association**  
1015 Georgiana St  
Port Angeles, WA 98362  
Phone: (360) 808-3204



City of Redmond Derby Days  
zhouvener@redmond.gov

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### **Congratulations!**

Thank for your application to the WFEA and ARTSWA Festival and Events Grant Program. We are pleased to inform you that your application qualifies for an award of up to \$ 13,000.00.

Estimated award amounts were determined on number of applicants and total gross loss. Final award amount will be determined after review of your tax documents. You will need to submit tax documents, (990 or 1040), for 2019, 2020, and 2021 to verify your gross loss. If you are a municipality, we will contact you directly with back up document requirements. Uploads of back up documents will be accepted starting July 29, 2022. Instructions for uploading will be posted on ArtsWA's website (<https://www.arts.wa.gov/wfea/>).

Once we receive and review your back up documentation and SAM number, we will do a background check to assure your organization has not been disbarred; and upon successful review will issue an agreement for signature.

We are excited to support this organization in your efforts to resume your festival or event in 2022 and wish you high attendance.

Again congratulations,

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Bruce Skinner  
Executive Director  
Washington Festivals & Events Association

Questions contact Rebecca Vitalis at [rebeccan97@msn.com](mailto:rebeccan97@msn.com)

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Washington State  
Department of  
**Commerce**



## WFEA Festivals and Events Grant Program

### Cost Certification for Municipalities

I, [ Malisa Files ] as the [ Chief Operating Officer of City of Redmond ], certify that:

1. I have authority and approval from the governing body on behalf of the [ City of Redmond ] to accept proceeds from Washington Festivals and Events Association, ArtsWA, and the Department of Commerce for a Festivals and Events Grant initially funded by the American Rescue Plan Act of 2021, Section 9901 ("ARPA").
2. The Grant is intended to offset lost revenue due to the cancellation of event(s) in 2020 and/or 2021 because of the COVID-19 public health emergency.
3. The amount of revenue loss requested by the municipality due to the cancelled events is true and correct and supported by financial records and statements for City.
4. I understand that a duplication of benefits occurs when a person, household, government agency, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose exceeds the total need for assistance. Duplication of benefits also occurs when financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same losses from any other source (including insurance), and the total amount received exceeds the total need for those losses.
5. The Municipality may have separately received CLFR funds from either the U.S. Department of the Treasury or the State of Washington. Under ARPA, the Municipality may have used these CLFR funds for, among other things, the provision of government services to the extent of the Municipality's reduction in revenue due to the COVID-19 public health emergency.
6. The Municipality has not received, and will not receive, any other funding, whether federal, state, local or private in nature (including insurance), for the same revenue losses covered by the funds awarded from the WFEA Grant.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject my municipality to punishment under



federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. And punishment under federal law.

Printed Name: Malisa Files

Signature:  DocuSigned by:  
5D93498632E44CA...  
Title: chief operating officer

Date: 9/8/2022

| 2022                                   |               | 2019          | 2018          |
|--|---------------|---------------|---------------|
| REVENUE                                |               |               |               |
| General Fund Transfer from City Budget | \$ -          | \$ 40,000.00  | \$ 40,000.00  |
| Lodging Tax Transfer                   | \$ 50,000.00  | \$ 37,500.00  | \$ 37,500.00  |
| Criterium Registrations                | \$ -          | \$ 3,500.00   | \$ 3,500.00   |
| Carnival                               | \$ 26,000.00  | \$ 22,000.00  | \$ 15,600.00  |
| Grand Parade                           | \$ -          | \$ 1,000.00   | \$ 1,200.00   |
| Beer/Wine Garden                       | \$ 7,000.00   | \$ 24,000.00  | \$ 19,500.00  |
| For- and Non- Profit Business Booths   | \$ 12,000.00  | \$ 12,000.00  | \$ 13,950.00  |
| Food Vendor Booths                     | \$ 5,000.00   | \$ 4,800.00   | \$ 4,800.00   |
| Craft Market                           | \$ 4,900.00   | \$ -          | \$ -          |
| Monetary Sponsorship                   | \$ 66,000.00  | \$ 39,500.00  | \$ 44,000.00  |
| TOTAL REVENUE:                         | \$ 170,900.00 | \$ 184,300.00 | \$ 180,050.00 |
| EXPENSES                               |               |               |               |
|  |               |               |               |
| External Staff and security            | \$ 3,800.00   | \$ 21,500.00  | \$ 21,000.00  |
| Marketing                              | \$ 13,000.00  | \$ 26,000.00  | \$ 25,700.00  |
| Stage Entertainment                    | \$ 35,000.00  | \$ 42,000.00  | \$ 40,000.00  |
| Beer/Wine Garden                       | \$ -          | \$ 14,000.00  | \$ 13,000.00  |
| Facepainting                           | \$ -          | \$ 3,235.00   | \$ 3,235.00   |
| Photo Bus                              | \$ -          | \$ 2,000.00   | \$ 2,000.00   |
| Photo Booth                            | \$ -          | \$ 1,600.00   | \$ 1,468.15   |
| Game Lounge (VR dome 2019)             | \$ -          | \$ 1,282.50   | \$ 1,282.50   |
| Kids Craft                             | \$ -          | \$ 1,500.00   | \$ 1,017.53   |
| Kids Zone Supplies                     | \$ -          | \$ 300.00     | \$ 285.35     |
| Kids' Zone Activities                  | \$ 7,000.00   | \$ 2,003.00   | \$ 2,003.00   |
| Popsicle Giveaway                      | \$ -          | \$ 750.00     | \$ 500.00     |
| Criterium                              | \$ -          | \$ 14,000.00  | \$ 14,000.00  |
| Fireworks                              | \$ -          | \$ 10,000.00  | \$ 10,000.00  |
| Drone Show                             | \$ 51,500.00  | \$ -          | \$ -          |
| Parades                                | \$ 6,000.00   | \$ 7,000.00   | \$ 7,000.00   |
| Electric Services                      | \$ 13,000.00  | \$ 3,905.00   | \$ 3,905.00   |
| Grand Event Rentals                    | \$ 22,000.00  | \$ 19,000.00  | \$ 14,453.96  |
| Other Rentals                          | \$ 3,500.00   | \$ 2,400.00   | \$ 2,400.00   |
| National Barricade                     | \$ 3,000.00   | \$ 9,412.70   | \$ 9,412.70   |
| Portable Restrooms                     | \$ 8,500.00   | \$ 3,368.00   | \$ 3,368.00   |
| Misc.                                  | \$ 100.00     | \$ 2,000.00   | \$ 2,000.00   |
| TOTAL:                                 | \$ 166,400.00 | \$ 187,256.20 | \$ 178,031.19 |
|  |               |               |               |
| TOTAL REVENUE                          | \$ 170,900.00 | \$ 184,300.00 | \$ 180,050.00 |
| TOTAL EXPENSES                         | \$ 166,400.00 | \$ 187,256.20 | \$ 178,031.19 |

2018 Derby Days Final

|                                      |                  |
|--------------------------------------|------------------|
| Fund Name                            | All              |
| Transaction date.Year - Month - Date | Calendar 2018    |
| Fund Number                          | 013              |
| NBU Number                           | 51801            |
| Fiscal Calendar Year                 | All              |
| Posting type                         | (Multiple Items) |
| Fiscal period type                   | (Multiple Items) |
| Budget register entry status         | Completed        |
| Budget type                          | (Multiple Items) |

Thru Period  
17 of 24  
71%

| Community Events Fund - Derby Days        | Budget  | Actual    | Variance | % Expended | % (over)/under expected |
|---|---------|-----------|----------|------------|-------------------------|
| Revenue                                   |         |           |          |            |                         |
| Recreation - Community Events -Derby Days |         | (110,164) | 110,164  |            |                         |
| Revenue Total                             |         | (110,164) | 110,164  |            |                         |
| Expense                                   |         |           |          |            |                         |
| Recreation - Community Events -Derby Days | 179,054 | 206,474   | (27,420) | 115%       | -44%                    |
| Expense Total                             | 179,054 | 206,474   | (27,420) | 115%       | -44%                    |

2019 Derby Days Final

|                                      |                  |
|--------------------------------------|------------------|
| Fund Name                            | All              |
| Transaction date.Year - Month - Date | Calendar 2019    |
| Fund Number                          | 013              |
| NBU Number                           | 51801            |
| Fiscal Calendar Year                 | All              |
| Posting type                         | (Multiple Items) |
| Fiscal period type                   | (Multiple Items) |
| Budget register entry status         | Completed        |
| Budget type                          | (Multiple Items) |

Thru Period  
17 of 24  
71%

| Community Events Fund - Derby Days        | Budget          | Actual           | Variance        | % Expended  | % (over)/under expected |
|---|-----------------|------------------|-----------------|-------------|-------------------------|
| <b>Revenue</b>                            |                 |                  |                 |             |                         |
| Recreation - Community Events -Derby Days | (45,000)        | (102,555)        | 57,555          | 228%        | -157%                   |
| <b>Revenue Total</b>                      | <b>(45,000)</b> | <b>(102,555)</b> | <b>57,555</b>   | <b>228%</b> | <b>-157%</b>            |
| <b>Expense</b>                            |                 |                  |                 |             |                         |
| Recreation - Community Events -Derby Days | 139,176         | 165,196          | (26,020)        | 119%        | -48%                    |
| <b>Expense Total</b>                      | <b>139,176</b>  | <b>165,196</b>   | <b>(26,020)</b> | <b>119%</b> | <b>-48%</b>             |

2020 Derby Days Final

|                                      |                  |
|--------------------------------------|------------------|
| Fund Name                            | All              |
| Transaction date.Year - Month - Date | Calendar 2020    |
| Fund Number                          | 013              |
| NBU Number                           | 51801            |
| Fiscal Calendar Year                 | All              |
| Posting type                         | (Multiple Items) |
| Fiscal period type                   | (Multiple Items) |
| Budget register entry status         | Completed        |
| Budget type                          | (Multiple Items) |

Thru Period  
17 of 24  
71%

| Community Events Fund - Derby Days        | Budget          | Actual          | Variance        | % Expended | % (over)/under expected |
|---|-----------------|-----------------|-----------------|------------|-------------------------|
| <b>Revenue</b>                            |                 |                 |                 |            |                         |
| Recreation - Community Events -Derby Days | (46,000)        | (14,522)        | (31,478)        | 32%        | 39%                     |
| <b>Revenue Total</b>                      | <b>(46,000)</b> | <b>(14,522)</b> | <b>(31,478)</b> | <b>32%</b> | <b>39%</b>              |
| <b>Expense</b>                            |                 |                 |                 |            |                         |
| Recreation - Community Events -Derby Days | 25,223          | 8,333           | 16,890          | 33%        | 38%                     |
| <b>Expense Total</b>                      | <b>25,223</b>   | <b>8,333</b>    | <b>16,890</b>   | <b>33%</b> | <b>38%</b>              |

2021 Derby Days Final

|                                      |                  |
|--------------------------------------|------------------|
| Fund Name                            | All              |
| Transaction date.Year - Month - Date | Calendar 2021    |
| Fund Number                          | 013              |
| NBU Number                           | 51801            |
| Fiscal Calendar Year                 | All              |
| Posting type                         | (Multiple Items) |
| Fiscal period type                   | (Multiple Items) |
| Budget register entry status         | Completed        |
| Budget type                          | (Multiple Items) |

Thru Period  
17 of 24  
71%

| Community Events Fund - Derby Days        | Budget          | Actual      | Variance        | % Expended | % (over)/under expected |
|---|-----------------|-------------|-----------------|------------|-------------------------|
| <b>Revenue</b>                            |                 |             |                 |            |                         |
| Recreation - Community Events -Derby Days | (76,665)        | (67)        | (76,598)        | 0%         | 71%                     |
| <b>Revenue Total</b>                      | <b>(76,665)</b> | <b>(67)</b> | <b>(76,598)</b> | <b>0%</b>  | <b>71%</b>              |
| <b>Expense</b>                            |                 |             |                 |            |                         |
| Recreation - Community Events -Derby Days | 103,314         |             | 103,314         | 0%         | 71%                     |
| <b>Expense Total</b>                      | <b>103,314</b>  |             | <b>103,314</b>  | <b>0%</b>  | <b>71%</b>              |

2022 Derby Days Final

|                                      |                  |
|--------------------------------------|------------------|
| Fund Name                            | All              |
| Transaction date.Year - Month - Date | Calendar 2022    |
| Fund Number                          | 013              |
| NBU Number                           | 51801            |
| Fiscal Calendar Year                 | All              |
| Posting type                         | (Multiple Items) |
| Fiscal period type                   | (Multiple Items) |
| Budget register entry status         | Completed        |
| Budget type                          | (Multiple Items) |

Thru Period  
17 of 24  
71%

| Community Events Fund - Derby Days        | Budget           | Actual           | Variance        | % Expended  | % (over)/under expected |
|---|------------------|------------------|-----------------|-------------|-------------------------|
| <b>Revenue</b>                            |                  |                  |                 |             |                         |
| Recreation - Community Events -Derby Days | (153,335)        | (137,882)        | (15,453)        | 90%         | -19%                    |
| <b>Revenue Total</b>                      | <b>(153,335)</b> | <b>(137,882)</b> | <b>(15,453)</b> | <b>90%</b>  | <b>-19%</b>             |
| <b>Expense</b>                            |                  |                  |                 |             |                         |
| Recreation - Community Events -Derby Days | 106,523          | 168,768          | (62,245)        | 158%        | -88%                    |
| <b>Expense Total</b>                      | <b>106,523</b>   | <b>168,768</b>   | <b>(62,245)</b> | <b>158%</b> | <b>-88%</b>             |

**Washington Festivals & Events Association (WFEA), ArtsWA, and  
Washington Department of Commerce**

**Festival & Events Grant Program**

**Grant Beneficiary Agreement**

Beneficiary Name: City of Redmond Derby Days

Beneficiary FEIN: 91-6001492

Beneficiary UEI: XK1UCKFKU3N9

CFDA: 11.307

Grant Amount: \$17,940

Grant Purpose: Reimbursement for 2020/2021 Gross Revenue Losses

Agreement Period: From 1/1/2022 To 12/31/2022

This Grant Beneficiary Agreement ("Agreement") is made by and between Washington Festivals and Events Association, (WFEA), and the Beneficiary to set forth the terms and conditions under which WFEA will provide a grant to Beneficiary.

Revenue Loss-Based Grant: This grant is a one-time economic impact payment to mitigate financial hardship due to COVID-19. Grant funds may be applied to support payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other non-capital operating costs. Grant funds may not be applied to expenses incurred from lobbying or to gambling businesses, residential builders, speculative real estate investors, federally prohibited businesses such as a marijuana business, or sexually oriented businesses. Beneficiary is not required to report grant expenditures to WFEA.

1. Scope of Eligible Expenditures. Grant funds must be used to pay or reimburse eligible expenditures as described in the "Federal Terms" (Exhibit 1). No grant funds may be used to pay or reimburse costs for which Beneficiary has received other funding, whether state, federal or private in nature, for same cost and as certified in application for funds.

2. Beneficiary Responsibilities. Beneficiary understands and agrees that funds provided under this Agreement may only be used in compliance with section 603(c) of the Social Security Act ("the Act"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any other applicable



federal statutes, regulations, executive orders, or interpretive guidance, including those described in the "Federal Terms" (Exhibit 1).

3. Beneficiary Certifications. Prior to any disbursement of funds authorized by this Agreement, Beneficiary shall provide WFEA with: Tax and or fiscal documentation to support a gross loss and a signed agreement.

4. Maintenance of and Access to Records. Beneficiary shall maintain all records and accounts with respect to all matters covered by this Agreement, including personnel, property, financial, and programmatic records, and documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after all funds have been expended or returned to WFEA, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. WFEA, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Beneficiary to conduct audits or other investigations. Beneficiary acknowledges that records may be subject to disclosure under the Public Records Act, Ch. 42.56 RCW.

5. Disclaimer by WFEA, the Washington Department of Commerce and United States. The United States has expressly disclaimed any and all responsibility or liability to WDC, WFEA or third persons for the actions of WFEA or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to WFEA under section 603(c) of the Act, or any contract or subcontract under such award. WFEA expressly disclaims any and all responsibility or liability to Beneficiary or third persons for the actions of Beneficiary or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto. This Agreement does not in any way establish an agency relationship between or among the United States, the Washington Department of Commerce, WFEA, and/or Beneficiary.

6. False Statements. Beneficiary understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

7. Debarment and Suspension Certification. Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with WFEA for this grant. Beneficiary, by signature to this Agreement, certifies that Beneficiary is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. Beneficiary also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. Beneficiary will notify the WFEA if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

8. Termination. Upon seven (7) days-notice, WFEA may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to WFEA.

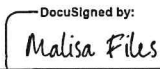
9. Repayment of Funds; Recoupment. If Beneficiary has unspent grant proceeds on hand as of December 31, 2023. Beneficiary shall return all unspent grant proceeds to WFEA within ten (10) calendar days. If any funds provided to Beneficiary were used in a manner that is not consistent or allowable as outlined in this Agreement or in the Federal Terms, Beneficiary shall return funds to WFEA in the amount determined to be ineligible. Beneficiary further agrees that it is financially responsible for and will repay WFEA any and all indicated amounts following an audit exception which occurs due to Beneficiary's failure, for any reason, to comply with the terms of this Agreement. This duty to repay WFEA shall not be diminished or extinguished by the termination of the Agreement.

10. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11. Indemnification. To the maximum extent permitted by law, Beneficiary shall, at its cost and expense, protect, defend, indemnify, and hold harmless WFEA, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Beneficiary, its directors, officers, employees, or agents, relating in any way to Beneficiary's performance or non-performance under the Agreement. Beneficiary agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, Beneficiary, by mutual negotiation, hereby waives, as respects WFEA only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case

of such claim. These indemnification obligations shall survive the termination of the Agreement.

Bruce Skinner  
Executive Director Washington Festivals  
and Events Association  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

(Name) Malisa Files  
(Title) Chief operating officer  
(Title)  
Signature:  \_\_\_\_\_  
Date: 12/21/2022 5593498632E44CA... \_\_\_\_\_

Exhibits

1 – Federal Terms

## Grant Beneficiary Agreement – FEDERAL TERMS – Exhibit 1

In case of conflict between these Federal Terms and the Agreement, the following order of priority shall be utilized: (1) Federal Terms, and (2) Agreement.

1. **Beneficiary understands and agrees** that funds provided under this Agreement may come from a federal source and agrees to comply with any and all additional applicable terms.
  - A. **Compliance with Act.** Beneficiary understands and agrees that funds provided under the Agreement may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as other applicable federal statutes, regulations, executive orders, and interpretive guidance.
  - B. **Definitions.** The term “Beneficiary” shall refer to an individual or entity who receives funds from WFEA as an end user to respond to the negative impacts of COVID-19 on that individual or entity but shall not include a “Subrecipient” or a “Contractor” as defined in 2 C.F.R. 200.1.
2. **Agreement Requirements and Exhibits.** Beneficiary shall meet the requirements included in the Agreement and in the attached exhibits.
  - A. **Scope of Eligible Expenditures.** Grant funds may only be used to pay or reimburse eligible expenditures as described in the Agreement and these Federal Terms (Exhibit 1). Costs cannot be used for costs for which Beneficiary has received any other funding, whether state, federal or private in nature, for that same cost and as certified in application for funds.
  - B. **Beneficiary Certifications.** Prior to any disbursement of funds authorized by this Agreement, Beneficiary shall provide WFEA with: A signed agreement.
  - C. **Reports.** Beneficiary shall provide WFEA with additional information and documentation upon request, including completing a final survey and any follow up deemed necessary for WFEA to comply with documentation, reporting, or audit requirements.
  - D. **Access to Records.** The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Beneficiary in order to conduct audits or other investigations.
3. **Uniform Guidance Compliance.**
  - A. **Remedial Actions.** In the event of Beneficiary’s noncompliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.
  - B. **Recoupment.**
    1. Beneficiary agrees that it is financially responsible for and will repay WFEA any and all indicated amounts following an audit exception which occurs due to Beneficiary’s failure, for any reason, to comply with the terms of the Agreement. This duty to repay WFEA shall not be diminished or extinguished by the termination of the Agreement.

2. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by WFEA.
  3. Any funds paid to Beneficiary (1) in excess of the amount to which Beneficiary is authorized to retain under the terms of the Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by WFEA, and have not been repaid by Beneficiary to WFEA shall constitute a debt to WFEA.
  4. Any debts determined to be owed WFEA must be paid promptly by Beneficiary. A debt is delinquent if it has not been paid by the date specified in WFEA's initial written demand for payment, unless other satisfactory arrangements have been made or if WFEA knowingly or improperly retains funds that are a debt. WFEA will take any actions available to it to collect such a debt.
  - C. Return of Unused Funds. If Beneficiary has any unspent funds on hand as of the earlier of December 31, 2023, or the termination of this Agreement, Beneficiary shall return all unspent funds to WFEA within ten (10) calendar days.
4. Disclaimer.
- A. The United States expressly disclaims any and all responsibility or liability to Beneficiary or third persons for the actions of Beneficiary or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this grant or any contract, or subcontract under this grant.
  - B. The acceptance of this grant by Beneficiary does not in any way establish an agency relationship between the United States and Beneficiary.
5. Protection for Whistleblowers.
- A. In accordance with 41 U.S.C. § 4712, Beneficiary may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - B. The list of persons and entities referenced in the paragraph above includes the following:
    1. A member of Congress or a representative of a committee of Congress;
    2. An Inspector General;
    3. The Government Accountability Office;
    4. A Treasury employee responsible for contract or grant oversight or management;
    5. An authorized official of the Department of Justice or other law enforcement agency;
    6. A court or grand jury; or



7. A management official or other employee of Beneficiary, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - C. Beneficiary shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
6. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Beneficiary is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company-owned, rented or personally owned vehicles.
7. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Beneficiary is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers
8. **False Statements.** Beneficiary understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.
9. **Applicable Laws.**
  - A. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
  - B. Beneficiary agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Beneficiary also agrees to comply with all other applicable federal statutes, regulations, executive orders, and interpretive guidance, and Beneficiary shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
  - C. Federal regulations applicable to this grant may include, without limitation, the following:
    1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
      - a. Subpart A, Acronyms and Definitions;
      - b. Subpart B, General Provisions;
      - c. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
      - d. Subpart D, Post-Federal Award Requirements;
      - e. Subpart E, Cost Principles;
      - f. Subpart F, Audit Requirements; and
      - g. All Appendices thereto.
    2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  5. Beneficiary Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  9. Generally applicable federal environmental laws and regulations.
- D. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- E. Hatch Act. Beneficiary agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.
- F. Beneficiary agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183)



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-016  
**Type:** Consent Item

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

|      |                            |              |
|------|----------------------------|--------------|
| Fire | Adrian Sheppard-Fire Chief | 425-305-9196 |
|------|----------------------------|--------------|

**DEPARTMENT STAFF:**

|      |                 |                      |
|------|-----------------|----------------------|
| Fire | Micheal Despain | Interim Deputy Chief |
|------|-----------------|----------------------|

**TITLE:**

Acceptance of a Grant in the Amount of \$587,155 from the Washington State Department of Ecology to Purchase an Electric Fire Engine

**OVERVIEW STATEMENT:**

The Fire Department has been tentatively awarded a grant by the WA Department of Ecology for the purchase of an electric fire engine and the supporting electrical charging infrastructure.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
City of Redmond - Environmental Sustainability Action Plan (ESAP) - September 2020  
Redmond Fire Department - Strategic Plan 2022-2027
- **Required:**  
Council approval is required for grant acceptance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
None

**OUTCOMES:**

An electric fire engine will help achieve the City's goals in terms of lowering our use of fossil fuels, our production of CO2 within our fleet, lowering routine maintenance cost for the Fire Department, and will reduce noise levels during



routine/non-emergency operation of the vehicle for the community.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

Total Cost of project including charging infrastructure - \$2,348,619  
WA Dept of Ecology 25% grant = \$587,154  
City of Redmond 75% matching funds portion = \$1,761,464\*

\*The Fire department has already secured donations from various corporations to help offset the City's match and believes we can secure additional funds over the next 30 months.

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

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

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

***If yes, explain:***

Fuel and maintenance savings

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

Funding must be approved by February 11, 2023. Although approximately \$270,000 will be spent this biennium on charging infrastructure, the balance will not be expended until February 2025 due to long lead times needed to build fire engines.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting   | Requested Action  |
|-----------|---|-------------------|
| 1/24/2023 | Committee of the Whole - Parks and Human Services | Provide Direction |

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Grant must be accepted, and electric vehicle must be ordered by February 10, 2023, to avoid an additional \$200,000 in costs for the project.

**ANTICIPATED RESULT IF NOT APPROVED:**

The consequences of not accepting the grant funds includes loss of available grant funding and increased cost for electric fire engines, as well as pushing back the Fire Department's strategies in support of the City of Redmond's sustainability goals for the fleet.

**ATTACHMENTS:**

None



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-017  
**Type:** Consent Item

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

|                                    |               |              |
|------------------------------------|---------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
|------------------------------------|---------------|--------------|

**DEPARTMENT STAFF:**

|                                    |                |                  |
|------------------------------------|----------------|------------------|
| Planning and Community Development | Seraphie Allen | Deputy Director  |
| Planning and Community Development | Philly Marsh   | Planning Manager |

**TITLE:**

Approval of OneRedmond Contract for Economic Development and Business Relations Services in the Amount of \$300,000 for 2023 and 2024

**OVERVIEW STATEMENT:**

As part of the 2023-2024 budget, the City Council approved funds for economic development and business relations services by contracting with OneRedmond. On January 24, 2023, Council received a briefing on the OneRedmond annual report that summarized their contracted work executed in 2022 regarding small business support, business retention and expansion, workforce, new business recruitment, regional collaboration, and Covid-19 response. The 2023-2024 scope of work was also presented.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan Economic Vitality Policies:  
EV-4, EV-6, EV-8, EV-19, EV-20, and EV-21
- **Required:**  
Council approval is required for contracts over \$50,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
The City of Redmond contracts with OneRedmond to implement a scope of work related to small business

support, business retention and expansion and business attraction. On January 24, 2023, Council received a briefing on the work conducted in 2022 and 2023-2024 scope.

**OUTCOMES:**

The City of Redmond works in partnership with OneRedmond to provide many essential economic development activities to support small businesses, conduct business retention and expansion work, maintain a competitive business environment, support jobs and employment needs, as well as attract new business investment and talent.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

The attached OneRedmond contract and scope of work is for 2023 and 2024.

- **Outreach Methods and Results:**

2022 Results include:

- **Business Visits:** In 2022, OneRedmond has visited more than 50 small, mid-sized and large companies in Redmond through formal business walks and one-on-one meetings to discuss top issues including future displacement, workforce challenges, and inflation concerns.
- **1x1 Business Advising:** In 2022, OneRedmond's Small Business Advisor via a partnership with the Small Business Development Center (SBDC), assisted small business owners and aspiring entrepreneurs with challenges of launch, growth, resiliency, and transition. Through Q3 2022, over 86 unique small businesses were served, resulting in 118 local jobs supported. Additionally, 211 small businesses were served via the *Entrepreneurs' Roadmap* workshop and webinar series.
- **Webinars:** In 2022, OneRedmond/OneEastside SPARK hosted over 28 webinars, totaling 2,222 registered attendees with at least five offering translated in different languages.
- **Partnerships with Community Based Organizations:** In 2022, OneRedmond/OneEastside SPARK worked with 11 community-based organizations such as, Indian American Community Services, Muslim Association of Pudget Sound, BigHug/Korean American Resource Center and Centro Cultural Mexicano with a range of programs such as in-person help sessions for grant applications and tax advising.
- **Small Business Breakfasts:** Beginning in September, OneRedmond hosted four Small Business Breakfasts in various areas of the city including downtown Park area, Marymoor, Overlake, and Redmond Town Center. Over 30 attendees listened to the Redmond Police Department and City Planning Staff give updates on their area and responded with questions and feedback.

- **Feedback Summary:**

Staff and OneRedmond work together to complete frequent outreach efforts in various forms to ensure we best understand the evolving conditions of the economy and the current challenges being faced by Redmond businesses. Displacement due to development, need for affordable commercial locations, lack of commercial space, continued impacts of the pandemic, attracting and retaining staff, accessing financing, inflation, and supply chain challenges are common concerns with Redmond businesses.

**BUDGET IMPACT:**

**Total Cost:**

For 2023/2024 Biennium, The City of Redmond will contract with OneRedmond to lead business relations work including business retention and expansion, business attraction and small business support at a cost of \$150,000.00 annually.

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

**Budget Offer Number:**

000250 (Community and Economic Development)

**Budget Priority:**

Vibrant and Connected

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

If yes, explain: N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting                | Requested Action    |
|-----------|------------------------|---------------------|
| 1/3/2023  | Committee of the Whole | Receive Information |
| 1/24/2023 | Study Session          | Receive Information |

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The City would not be able to advance its economic vitality objectives in a timely manner.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City would not be able to advance its economic vitality objectives in a timely manner.

**ATTACHMENTS:**

Attachment A: 2023-2024 Contract

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

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

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

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

**WHEREAS**, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

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

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

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

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.



6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

**B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.**

**C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.**

**The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.**

**All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.**

**10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.**

**11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.**

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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

CONSULTANT:

CITY OF REDMOND:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**Exhibit A:**  
**OneRedmond and City of Redmond**  
**2023-2024 Payment Schedule and Scope of Work**

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**Annual Investment - \$150,000**

The City shall provide to OneRedmond, \$150,000 per year (\$300,000 total) which shall be used to fund the work outlined in this scope. Payment shall be initiated in January of 2023 and 2024 upon receipt of invoice from OneRedmond.

**Business Retention and Expansion**

- Work with City to build supportive relationships with major employers to proactively understand and address challenges as well as interests and potential areas of partnership.
- Support businesses with expansion needs including connecting with export opportunities.
- Support businesses with workforce needs including participation and coordination of regional workforce conversations and programs such as job fairs.
- Business Outreach, Engagement and Communications
  - Meet annually with over 100 business to proactively identify threats, challenges, and opportunities for businesses in Redmond. Connect to resources and support where possible.
  - Report out employer workforce needs and connect employer to opportunities and resources
  - Provide a summary of trends from business meetings and recommendations to City staff annually
  - Build and maintain a listserv of businesses by neighborhood district and sector
  - Work with the City to develop a business communication and outreach plan that includes business assistance programs and opportunities to engage with the city. Prioritize long-range planning engagement opportunities and sharing environmentally sustainable business resources to businesses.
  - Implement business outreach and engagement efforts that lead to diverse representation and balanced insights to inform programs and policies.
- Displacement and Affordable Commercial Strategic Development
  - Collaborate with the Planning Department to address business displacement and affordable commercial needs and solutions.
  - Partner with the city to implement a new development business displacement outreach program, that combines technical assistance, site selection services, and connection to new development leasing opportunities. Monitor and track displaced businesses and outcomes.
  - Work with City to develop best practices and recommendations to retain businesses in Redmond that are being displaced due to development including affordable commercial solutions.
- District Development Activities
  - Convene businesses by district to understand common challenges and opportunities (i.e. business breakfasts). Aggregate and report these challenges to the city.

- Regularly meet with Planning Department to understand district planning efforts and offer business insights and best practices

#### **Small Business & Entrepreneurship Support**

- House the Redmond Office of the SBDC and SCORE and assist at least 50 small businesses with 1x1 business advising.
- Partner with multi-cultural organizations to collaborate on outreach and services to help serve the underrepresented business owners in Redmond.
- Provide webinars and training to support small business success.
- Proactively engage and gather feedback from small businesses to inform policies and planning. Document and provide feedback to City.
- Work with the City to develop land use and zoning best practices and recommendations to support small businesses including popups and markets.
- Work with City to develop a city permitting and licensing workshop and resources
- Explore opportunities to support small businesses including a small business/entrepreneurship center and shared commercial and demonstration kitchen.
- Align and assist programs, partners and promotions that support driving business to small establishments.
  - Highlight local small businesses at events and activities
  - Promote small and diverse businesses on social media platforms
  - Share Experience Redmond promotional opportunities with small businesses.
  - Create a campaign and enhance promotion of Small Business Saturday

#### **Business Recruitment and Attraction**

- Represent Redmond through virtual and live trade missions
- Respond to all Redmond business inquires and leads including developing proposals, conducting site searches and tours, and coordinating introductions to the community,
- Monitor and report on feedback from businesses considering Redmond for location.
- Work with the City to determine best use of the Innovation Triangle Brand and create a strategic plan for Innovation Triangle positioning and promotion.
- Build relationships with Commercial Real Estate Brokers through outreach and a broker's roundtable.
- Work with City to create a small business target attraction list and plan that supports enhancement of local arts, culture, recreation, nightlife and social amenities.



## Memorandum

**Date:** 2/7/2023  
**Meeting of:** City Council

**File No.** AM No. 23-006  
**Type:** Staff Report

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

|                                    |               |              |
|------------------------------------|---------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
|------------------------------------|---------------|--------------|

**DEPARTMENT STAFF:**

|                                    |                |                             |
|------------------------------------|----------------|-----------------------------|
| Planning and Community Development | Seraphie Allen | Deputy Director             |
| Planning and Community Development | Jeff Churchill | Long Range Planning Manager |
| Planning and Community Development | Kimberly Dietz | Principal Planner           |
| Planning and Community Development | Glenn B. Coil  | Senior Planner              |

**TITLE:**

Redmond Zoning Code Text Amendments - Town Center Zone (TWNC): Incentives and Design Standards

**OVERVIEW STATEMENT:**

Staff will address Council questions raised since the January 17, 2023, staff report on this topic, followed by Council discussion. The Planning Commission chair will be present to speak to the Commission's deliberations.

Clarifying statements made at the January 17 meeting, the Planning Commission recommends adopting a LEED Platinum minimum standard in the incentive program while the applicant supports a LEED Gold minimum standard.

**Summary of Recommended Amendments**

- RZC 21.10.050 Town Center Regulations and Incentive Standards
  - Remove reference to Town Center Master Plan
  - Increase maximum height to 12 stories through incentive program
  - Add new section defining exceptional amenities required for additional height
  - Require a development agreement for additional height
- RZC 21.62.020 Downtown Design Standards - Town Center Zone
  - Expand Town Center Mixed Use subarea into certain parcels of Gateway Office subarea along Bear Creek Parkway
  - Remove references to Town Center Master Plan
  - Other references related to parking and design standards

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

**REQUESTED ACTION:**

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



**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan Policies DT-11, DT-13; and RZC 21.10.050, RZC 21.62.020
- **Required:**  
N/A
- **Council Request:**  
See below.
- **Other Key Facts:**  
In June 2022, the City Council remanded portions of the RZC Rewrite Phase 1 concerning the Town Center zoning district to the Planning Commission for further consideration. Since then, staff determined that some of the remanded code amendments should be considered as part of Redmond 2050. Subsequently, the owner of the Redmond Town Center shopping mall and adjacent properties, FHR Main Retail Center, LLC, (Hines) submitted a narrower RZC text amendment proposal for a portion of the TWNC zone referred to as the Town Center Mixed Use area. Planning Commission considered both Council's remand considerations and applicant's proposal, and voted to recommend approval of these amendments, with revisions that further support the City's goals and Council priorities.

**OUTCOMES:**

Approving the code amendments would likely result in the redevelopment of a portion of Redmond Town Center as envisioned by the applicant.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Late summer/fall 2022. Related Redmond Zoning Code Rewrite outreach occurred in 2021 and early 2022.
- **Outreach Methods and Results:**  
Applicant's voluntary community outreach included letters to 7,000+ neighbors and tenants, project website, and two community meetings with 36 total participants. City efforts include Planning Commission public hearing on November 2, 2022; updates to project webpage; and notices and updates through city's Plans, Policies, & Regulations e-newsletter.
- **Feedback Summary:**  
Community feedback was mostly supportive, with some dissent related to height and density, community engagement, and timeliness related to Redmond 2050 Comprehensive Plan update process.

**BUDGET IMPACT:**

**Total Cost:**

Staff time related to RZC amendments is part of the Community and Economic Development budget offer, which has a biennial appropriation of \$4,616,401.

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

**Budget Offer Number:**  
0000040 Community and Economic Development

**Budget Priority:**  
Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**  
General Fund

**Budget/Funding Constraints:**  
None.

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

| Date      | Meeting  | Requested Action    |
|-----------|--|---------------------|
| 6/21/2022 | Business Meeting                                   | Approve             |
| 1/3/2023  | Committee of the Whole - Planning and Public Works | Receive Information |
| 1/17/2023 | Business Meeting                                   | Receive Information |

**Proposed Upcoming Contact(s)**

| Date      | Meeting          | Requested Action |
|-----------|------------------|------------------|
| 2/21/2023 | Business Meeting | Approve          |

**Time Constraints:**

These amendments have been under review since 2021; final action by the City Council in Q1 2023 would give the applicant and interested community members clarity about the path forward.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the topics raised in the proposed RZC amendments will be incorporated into the Redmond 2050 Comprehensive Plan update, with adoption in mid-2024.

**ATTACHMENTS:**

A. Planning Commission Report

- B. Presentation Slides from January 17, 2023
- C. Draft Ordinance Amending the Redmond Zoning Code, with Exhibit



## PLANNING COMMISSION REPORT AND RECOMMENDATION

### TO CITY COUNCIL

January 11, 2023

|                             |   |
|-----------------------------|---|
| <b>Project File Number:</b> | LAND-2022-00254/SEPA-2021-00452   |
| <b>Proposal Name:</b>       | Town Center Zoning District and Design Standards <i>(Remand of Town Center Zoning District Amendments that were part of Phase 1 of Redmond Zoning Code Rewrite)</i>   |
| <b>Applicant:</b>           | Hines Interests, LP for FHR Main Retail Center, LLC   |
| <b>Staff Contacts:</b>      | Seraphie Allen, Deputy Director, Planning and Community Development<br>Jeff Churchill, Manager, Long Range Planning<br>Kimberly Dietz, Principal Planner, Economic Development and Business Operations, Community Development and Implementation<br>Glenn Coil, Senior Planner, Long Range Planning |

## FINDINGS OF FACT

### Public Hearing and Notice

#### a. Planning Commission Study Sessions and Public Hearing Dates

- i. The Planning Commission held study sessions on October 26, November 2, November 16, and December 7, 2022.
- ii. The Planning Commission held a public hearing on the proposed amendments on November 2, 2022. Written and verbal comments were received and are provided in Exhibits E and F.

#### b. Notice and Public Involvement

The public hearing notice was published in the Seattle Times on October 11, 2022 in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, and distributed by email to various members of the public. Additional public outreach included:

- i. Email to Parties of Record;
- ii. Posting to project webpage - <https://www.redmond.gov/1860/Redmond-Town-Center---Zoning-Code-Text-A>; and
- iii. Notice of the Public Hearing sent through city's the Plans, Policies, & Regulations e-newsletter.

### Redmond Zoning Code Text Amendment Summary and Criteria Evaluation

The proposal (LAND-2022-00254) involves amendments to the zoning code that address a portion of the Town Center zoning district. Similar amendments were previously reviewed under Redmond Zoning Code ReWrite Phase 1 (LAND-2021-00451 and SEPA-2021-00452).

The proposed amendments are privately-initiated code amendments by Hines Interests, LP, representing owners of a portion of Redmond Town Center. Proposed amendments are included in Exhibit A and include

Planning Commission Report  
Privately-Initiated Text Amendments to the Redmond Zoning Code:  
Town Center Zoning District and Design Standards  
January 11, 2023

text changes to RZC 21.10.050 Town Center Regulations and Incentive Standards, and RZC 21.62.020 Downtown Design Standards - Town Center Zone.

### Staff Analysis

| RZC 21.76.070.B – CRITERIA APPLICABLE TO ALL LAND USE PERMITS  | MEETS/DOES NOT MEET CRITERIA   |
|--|--|
| Land use permits are reviewed by the City to determine consistency between the proposed project and the applicable regulations and Comprehensive Plan provisions, considering: the type of land use, level of development, availability of infrastructure, and character of the development. | <p><b>Meets</b></p> <ul style="list-style-type: none"> <li>The proposed land uses are the same as those already allowed in the TWNC zoning district.</li> <li>The level of development is consistent with policy DT-11, which allows for building height increases in exchange for exceptional public amenities.</li> <li>The proposal could increase demand on public services and utilities, mitigation for which would be evaluated through a project-level environmental review and development agreement.</li> <li>The character of any resulting development would be subject to design standards contained in the Redmond Zoning Code.</li> </ul> |
| RZC 21.76.070 AE – TEXT AMENDMENT  | MEETS/ DOES NOT MEET CRITERIA  |
| All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.  | <p><b>Meets</b></p> <ul style="list-style-type: none"> <li>Proposal is consistent with policy DT-11, which allows for building height increases in exchange for exceptional public amenities of project components that advance business diversity, housing, or environmental sustainability goals.</li> <li>Proposal is consistent with policy DT-13 concerning the health, vitality, and attractions of the Town Center zone.</li> </ul>   |

### Recommended Conclusions of the Technical Committee

On October 20, 2022 the Technical Committee reviewed the proposal (Exhibit H, *attachment A*) and found it to be consistent with applicable review criteria and therefore recommended **approval with additional conditions**:

1. Subterranean parking regulations should be aligned with the City's temporary construction dewatering work, recently summarized in a September 6, 2022 memo to the City Council.
2. The proposed amendment requires negotiation of a development agreement in order to take advantage of the proposed building height increases.

## RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed and considered:

- A. Applicable criteria for approval: RZC 21.76.070 Criteria for Evaluation and Action, and
- B. Technical Committee Report (Exhibit H),
- C. City Council-identified topics for discussion upon remand, and
- D. Public testimony (Exhibits D, E and F).

Planning Commission Report  
Privately-Initiated Text Amendments to the Redmond Zoning Code:  
Town Center Zoning District and Design Standards  
January 11, 2023

## Recommendation

The Planning Commission finds the text amendments to the Redmond Zoning Code to be **consistent** with applicable review criteria and therefore recommends, by a vote of 3-2, **approval with additional revisions**, as shown in Exhibit A.

### Summary of Planning Commission Recommended Revisions

- Retain [RZC 21.62.020.I.2.b.i.B.8](#) concerning parking
- Include Technical Committee requested revisions to **21.10.050.C.1.c.iv.B** – Subterranean Parking
- Revise Sustainable Development Incentives in **Table 21.10.050#**
- Revise Affordable Housing incentive in **Table 21.10.050#** to include electrification

### Recommended Topics to Include in any Future Development Agreement

In addition to recommending revisions to the proposed RZC text amendments, the Planning Commission recommends addressing the following topics as part of any future development agreement.

- Equipping commercial parking spaces with electric vehicle charging infrastructure for carpools and vanpools above and beyond state or local code requirements.
- Equipping residential parking spaces with electric vehicle charging infrastructure above and beyond state or local code requirements.
- Incorporating the following design elements:
  - Covered plaza area for all-weather access
  - Walkable retail area: pedestrian and access-friendly to encourage gathering, events, foot-traffics, and impulse buying
  - Space for food that creates vibrant sidewalks
  - Massing that is not monolithic but has staggered forms (need not have roof gardens but this would be nice)
  - Spaces that can stay open later
- Mitigating disruption to and displacement of current businesses during redevelopment.

### Summary of Discussions


Planning Commission discussions on these amendments (Exhibit B) focused on:

- The appropriate balance between public and private benefits in the incentive program
- Design standards
- Timing of amendments related to Redmond 2050 process
- Review of City Council discussion items

### Dissent

Commissioners Aparna and Weston voted against recommending approval of the amendments as described in Exhibit C.

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Carol Helland  
Planning and Community Development Director

DocuSigned by:  
  
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Sherri Nichols  
Planning Commission Chair

Planning Commission Report  
Privately-Initiated Text Amendments to the Redmond Zoning Code:  
Town Center Zoning District and Design Standards  
January 11, 2023

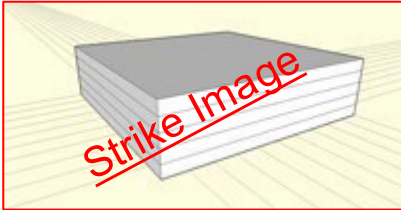
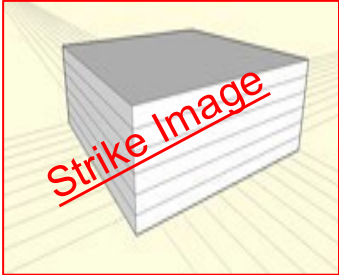
## Exhibits

- A. Recommended Amendments to the Redmond Zoning Code**
- B. Planning Commission Final Issues Matrix**
- C. Minority Reports**
- D. Public Comment Matrix**
- E. Planning Commission Meeting Minutes for November 2, 2022**
- F. Written Public Testimony**
- G. Public Hearing Notice**
- H. Technical Committee Report with Attachments**

21.10.050      Town Center (TWNC) Zone.

A. **Purpose.** Town Center is one of the City’s primary gathering places. Its mix of shops and restaurants, offices, hotel rooms and conference facilities, and eventually residences in the heart of the City is intended to bring people together during the day and evening for planned or casual meetings. The design of the buildings, street patterns, and public plazas are modern yet reflect the historic district in adjacent Old Town. Improvements in walking connections between the two districts will help both areas thrive. The long-term vision for Town Center is that it will continue to develop as a major gathering and entertainment place within the community, that its trails will be connected to Marymoor Park by a grade-separated connection across SR 520, and that transit service to and from the center will provide a choice equal in attractiveness to automobiles, walking, and biking. The design and development of this zone ~~is controlled by a Master Plan established to~~ seeks to ensure that development here integrates with and positively influences future redevelopment of the greater downtown area, and retains traditional building styles, street patterns, variety of uses, and public amenities.

B. **Maximum Development Yield.**

| Table 21.10.050A<br>Maximum Development Yield  |             |   |  |   |
|--|-------------|---|--|---|
| Allowed  | Base        | Maximum<br><u>with Incentives</u>   | <b>Illustrations</b>   |   |
| Height   | 5 stories   | <del>6</del> <u>12</u> stories  | <div>Example of a 5-story building</div> <div></div> | <div>Example of <del>6</del>—story building—</div> <div></div> |
| Lot Coverage   | 100 percent | 100 Percent<br><br><u>Less areas necessary for compliance with stormwater management and landscaping.</u> |  |   |
| These are office building examples using <u>incentives</u> <del>Transfer Development Rights or Green Building Program</del> to achieve the maximum achievable floor area within the maximum allowed building height. Residential and mixed- use residential developments may achieve similar results. Residential and mixed-use residential developments may have similar height, but volume will differ due to setback and open space requirements. |             |   |  |   |



# Exhibit A: Recommended Amendments to the Redmond Zoning Code

## C. Regulations Common to All Uses.

| Table 21.10.050B Regulations Common to All Uses                              |  |   |
|--|--|---|
| Regulation   | Standard   | Notes and Exceptions  |
| <b>Front Setback (distance from back of curb)</b>                            |  |   |
| Front and side street (commercial use)                                       | See RZC 21.10.150. Map 10.4, Town Center Pedestrian System | A. Setbacks along Downtown streets are regulated by the Downtown Pedestrian System which specifies street frontage standards between the street curb and the face of buildings, depending on site location.<br><br>B. <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>  |
| <b>Setback Line (distance from property line)</b>                            |  |   |
| Side Commercial  | 0 feet   | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>  |
| Rear Commercial  | 0 feet   | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>  |
| Side Residential   | See RZC 21.10.130.D, Residential Setback Requirements      | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>  |
| Rear Residential   | 10 feet  | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>  |
| Yard adjoining <u>Redmond Central Connector</u> <del>BNSF ROW</del> or Parks | 14 feet  |   |
| <b>Other Standards</b>   |  |   |
| Minimum Building Height  | n/a  |   |
| Maximum Building Height without TDRs, <del>or</del> GBP, <u>or EAAH</u>      | Varies   | Mixed-Use area: four stories; hotel and conference center, full service – eight stories; other hotel - six stories. <u>Gateway</u> Office <del>Park</del> area: five stories. Bear Creek Retail Area: three stories. Mixed-use residential or residential use in Town Center: five stories outright. The Technical Committee shall administratively allow the height in the Mixed-Use overlay area to be increased to six stories if the building facade is recessed above the second floor and building modulation is provided to mitigate the bulk and mass from the additional height allowance.   |
| Maximum Building Height with TDRs, <del>or</del> GBP, <u>or EAAH</u>         | Varies   | One floor of additional height may be achieved with the use of Transfer Development Rights. See RZC 21.10.160, <i>Using Transfer Development Rights</i> (TDRs), or through compliance with RZC 21.67, <i>Green Building and Green Infrastructure Incentive Program</i> (GBP), except they may not be used to exceed eight stories where eight stories <del>is</del> <u>are</u> allowed through bonus provisions. <u>An increase of height to a maximum of 12 stories may be sought through use of the Exceptional Amenities for Additional Height (EAAH) for projects within the Mixed-Use area, Table 21.10.050#.</u> <u>EAAH may not be used in combination with any other programs to increase height.</u> |
| Maximum Height   | 35 feet  | A. This height limit is restricted to that portion of the building physically located within the Shoreline Jurisdiction. (SMP)  |

# Exhibit A: Recommended Amendments to the Redmond Zoning Code

|                             |                     |  |
|-----------------------------|---------------------|--|
| Within Shorelines (SMP)     |                     | B. The maximum height of structures, including bridges, that support a regional light rail transit system may be higher than 35 feet, but shall be no higher than is reasonably necessary to address the engineering, operational, environmental, and regulatory issues at the location of the structure. (SMP)  |
| Maximum Lot Coverage        | 100 percent         | <del>Governed by the Downtown Element of the Comprehensive Plan and the and Design Guidelines.</del><br><u>Less areas necessary for compliance with stormwater management and landscaping.</u>   |
| Base FAR Without TDRs       | Varies              | <del>A minimum of 600,000 square feet of gross leasable area shall be maintained as retail use. The maximum gross leasable area of allowed commercial space without TDRs is 1.49 million square feet. The 1.49 million square feet limit may be increased to a maximum of 1.80 million square feet through the acquisition and use of TDRs or the GBP, provided that TDRs or the GBP may not be used to increase the height of the hotel and conference center, full service, above eight stories/100 feet, and that a minimum of 140,000 square feet be reserved for a hotel and conference center, full service. The additional square footage allowed may be used for infill retail and general service uses that are part of mixed-use residential developments or infill developments. Floor area for residential uses is exempt from TDR requirements and maximum commercial floor area limitations.</del><br><u>New development must retain or replace existing pedestrian generating and retail sales uses. Development may modify areas allocated to pedestrian generating and retail sales uses, subject to a minimum floor area to be negotiated as a condition to any Development Agreement.</u> |
| Allowed Residential Density | Depends on Lot Size | See RZC 21.10.130.B, <i>Downtown Residential Densities Chart</i> .<br><u>Floor area for residential uses is exempt from TDR requirements. The ground floor level shall include a mix of pedestrian-oriented uses.</u>  |
| Drive-through               | n/a                 | Drive-through facilities are prohibited except where expressly permitted in the Allowed Uses and Basic Development Standards table below.  |

## NEW SECTION

### 21.10.050.C.1 Exceptional Amenities for Additional Height

- a. Development within a project limit may exceed the base height requirements contained in Table 21.10.050A by providing Exceptional Amenities for Additional Height (EAAH) as described in Table 21.10.050#.
- b. Requirements for Participation.
  - i. The project limit eligible for EAAH incentives must be entirely located within the Town Center Mixed Use subarea as shown in Figure 21.62.020S.
  - ii. A development agreement is required to identify the proposed project limit and ensure that the amenity proposed to earn additional height provides a proportionate public benefit.
  - iii. A master plan is required for all development seeking additional height through the EAAH.
  - iv. Technical Review. The City may require the applicant to pay for an independent technical review, by a consultant retained by the City, to verify the limitations, requirements, and techniques contained within this section have been satisfied.
- c. Limitations.
  - i. Incentives earned through the provisions of amenities from Table 21.10.050# may not be used in conjunction with Transfer of Development Rights or Green Building Program to increase height.
  - ii. No structure with any combination of uses and parking may exceed 12 total stories in height.
  - iii. No more than nine (9) stories of usable floor area may be achieved by providing EAAH pursuant to Table 21.10.050#.

Exhibit A: Recommended Amendments to the  
Redmond Zoning Code

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- iv. Up to three (3) additional stories dedicated to above-grade structured parking may be approved provided that no more than one (1) story of subterranean parking is proposed, and the following additional requirements are met.
  - A. Proposed parking is the minimum necessary to serve associated uses and shall not exceed the following maximum fully dedicated parking ratios for all existing and proposed uses within the project limit:
    - (a) 0.75 spaces/unit for residential uses; 2 spaces/1,000 s.f. office/business services uses; and 3.5 spaces/1,000 s.f. for food and beverage uses and retail services;
    - (b) The above ratios shall be based on fully dedicated parking stalls for each use, and shall not include those parking stalls owned by applicant that are leased, controlled, or dedicated to neighboring property owners or uses, via lease, easement, or other long-term agreement executed prior to the effective date of this ordinance; and
    - (c) If any existing parking dedicated to existing retail or food and beverage uses is displaced within the project limit, the displaced parking may be replaced within the project limit so long as the total parking ratio for retail and food and beverage uses does not exceed 3.5 spaces/1,000 s.f. within the project limit.
  - B. Subterranean parking is only proposed if necessary to replace existing surface parking dedicated to existing retail or food and beverage uses within the project limit and is limited to a maximum of one story below grade. Any associated construction dewatering shall not create adverse impacts to the drinking water system or the stormwater system. A conceptual model including dewatering radius of influence will be submitted during Site Plan Entitlement to demonstrate dewatering feasibility and no adverse impacts to City supply wells.
- v. Exceptional Amenities for Additional Height Requirements
  - A. All techniques and incentives in Table 21.10.050# shall be applied across the project limit identified in the development agreement.
  - B. Applicants are required to provide the Priority Technique in Table 21.10.050# before they are eligible to receive incentives for Additional Techniques.
  - C. If construction of a multi-building development is to be phased, each phase shall provide for a proportionate installation of amenities. No phase may depend upon the future construction of amenities unless the development agreement includes a phasing plan that will ensure the public benefit of the amenity is received through on-site development or in-lieu fee payment within a prescribed time horizon.
  - D. The Development Agreement granting incentives for additional height and adjusting the phasing of incentives shall be recorded with the King County Recorder's Office or its successor agency. A copy of the recorded document shall be provided to the Director.

Exhibit A: Recommended Amendments to the  
Redmond Zoning Code

| <b><u>Table 21.10.050#</u></b><br><b><u>Exceptional Amenities for Additional Height</u></b> |  |                         |
|---|--|-------------------------|
|   | <b><u>Priority Technique</u></b>   | <b><u>Incentive</u></b> |
| <b><u>1</u></b>   | <p><b><u>Affordable housing and larger units:</u></b></p> <ul style="list-style-type: none"> <li>• <u>Minimum 20% of all new units designated affordable at 60% Area Median Income (AMI). There is no requirement to also provide 10% designated for 80% AMI that would ordinarily be required under RZC 21.20.</u></li> </ul> <p><b><u>And</u></b></p> <ul style="list-style-type: none"> <li>• <u>One of the following thresholds is met:</u> <ul style="list-style-type: none"> <li>○ <u>Minimum 10% of all new units (market rate and affordable) have two bedrooms or more and minimum 5% of all new units have three bedrooms or more.</u></li> <li>○ <u>The greater of 35% or 15 of the new affordable housing units have two bedrooms or more and the greater of 15% or 10 units have three bedrooms are more.</u></li> </ul> </li> </ul> <p><b><u>And</u></b></p> <ul style="list-style-type: none"> <li>• <u>All new affordable housing units shall be electric-ready, meaning the units have the necessary wiring and electrical capacity to support converting to all electric equipment in the future.</u></li> </ul> | <b><u>4 stories</u></b> |
|   | <b><u>Additional Techniques</u></b>  | <b><u>Incentive</u></b> |
| <b><u>2</u></b>   | <p><b><u>Small and Local Businesses:</u></b> <u>10% of new ground level commercial space or a total of 7,000 square feet of total commercial space dedicated to local commercial. Local Commercial is defined as a retail sales or food and beverage service use (as defined by RZC 21.78 Definitions) founded or based in King, Snohomish, or Pierce County that has less than three (3) locations. National franchises (e.g. 7-Eleven, Subway, GNC, etc.) shall not be considered a Local Commercial use.</u></p>  | <b><u>1 story</u></b>   |
| <b><u>3</u></b>   | <p><b><u>Small and Local Businesses:</u></b> <u>The lesser of 25% or 4,000 square feet of new commercial space no larger than 1,000 square feet to encourage and support startup and new businesses.</u></p>   | <b><u>1 story</u></b>   |

Exhibit A: Recommended Amendments to the  
Redmond Zoning Code

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|          |  |  |
|----------|--|--|
| <u>4</u> | <b><u>Sustainable Development</u></b>  |  |
|          | A. <u>Achieve International Living Future Institute (ILFI) Zero Energy certification or register and achieve verification through the New Buildings Institute (NBI) Zero Energy, or equivalent, for all new buildings.</u> | <u>3 stories (not combinable with options B, C, or D)</u>          |
|          | B. <u>100% of the new buildings are ILFI Living Building Challenge (LBC) 4.0 certified, or equivalent.</u>   | <u>2 stories (combinable with option C)</u>                        |
|          | C. <u>5-year contract (or five successive 1-year contracts if a 5-year contract is not available) to purchase green power for 100% of the new buildings.</u>   | <u>1 story (must be combined with either option B or option D)</u> |
|          | D. <u>Leadership in Energy and Environmental Design (LEED) Platinum, or equivalent, for all new buildings.</u>   | <u>1 story (combinable with option C)</u>                          |

Exhibit A: Recommended Amendments:  
RZC 21.62.020.I Downtown Design Standards -Town Center Zone

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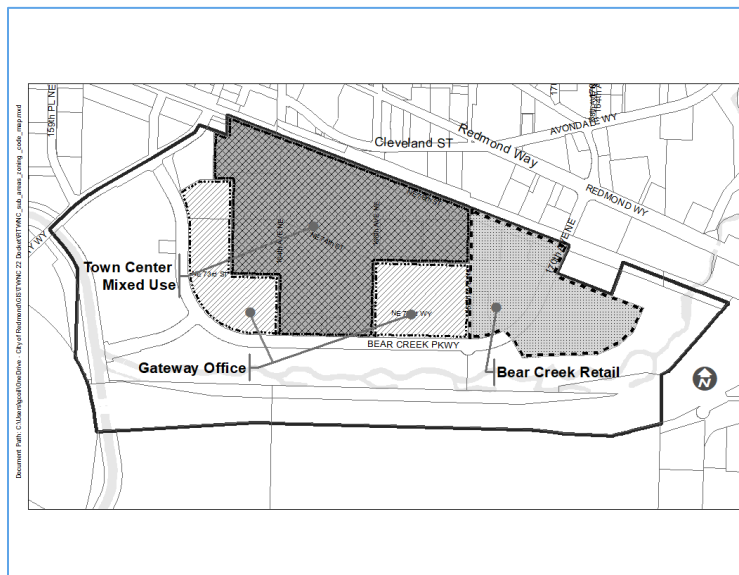
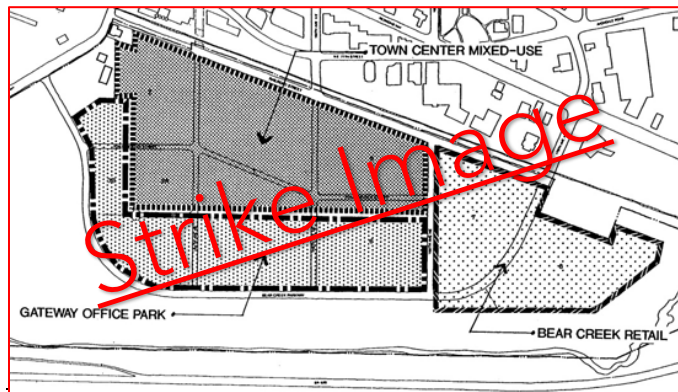
## 21.62.020 Downtown Design Standards.

### I. Town Center Zone.

#### 1. Intent.

- a. The Town Center zone consists of three subareas as shown and described below:

**Figure 21.62.020S  
Town Center Subareas**



## Exhibit A: Recommended Amendments:

## RZC 21.62.020.I Downtown Design Standards -Town Center Zone

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i. The Town Center Mixed Use area emphasizes a pedestrian-oriented and connected district that complements the transportation network of the Old Town zone and provides a progressive architectural transition from historic character of Old Town to the surrounding modern districts. Primary design features for the Town Center Mixed Use zone include pedestrian-oriented uses along street frontages and sidewalk designs integrated into building architecture.

~~i. The Town Center Mixed Use area design concept stresses a pedestrian-oriented, open air complex that mirrors the existing Old Town transportation network and the architectural character and scale of the historic portion of the Downtown neighborhood. Primary design features for the Town Center Mixed Use area include storefronts along roadways, curbside parking, pedestrian plazas, and sidewalk designs that integrate into building architecture.~~

**Figure 21.62.020T  
Town Center**



ii. The ~~Parkway~~ Gateway Office area design concept features multilevel office buildings and an urban gateway facing SR 520. Building height, location, and architectural character are intended to create a strong urban perimeter and a varied urban texture connecting the site with the Downtown.



Exhibit A: Recommended Amendments:  
RZC 21.62.020.I Downtown Design Standards -Town Center Zone

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**Figure 21.62.020U  
Town Center**



- iii. *Bear Creek Retail area provides for auto-oriented retail tenants.* The freestanding buildings with surface parking are distinct from the other two areas. However, architectural character, featured design elements, and pedestrian linkages incorporate a design commonality with the rest of the site.
- b. *Gateway to Downtown.* The ~~Parkway~~ Gateway Office ~~subarea~~ functions as a gateway to the City from SR 520. Development in this area should complement the other components of this gateway, Marymoor Park, and Bear Creek, by providing attractive, interesting urban activity. Development should be consistent with the natural environment by minimizing glare, providing indirect lighting, avoiding intense signage, and providing a soft edge where the urban and natural environments meet.
- c. *Downtown Integration.* Connection to existing roads, including landscape treatment, road surface, sidewalk size and placement, with respect to the existing grid system, streetscape, and character consistent with current standards and regulations. Development in the design area shall further City goals for the following subareas:
  - i. *Leary Way.* Leary Way between the Sammamish River and the BNSF right-of-way shall remain as a “green gateway” to the City of Redmond.
  - ii. *Northern Boundary – Leary Way to 164<sup>th</sup> Avenue NE.* Building siting will maintain continuity of building frontage in order to integrate new development with the Old Town zone.
  - iii. *Northern Boundary – Leary Way to 170th Avenue NE.*
    - A. This area should provide linkage capability between existing public roadways north of BNSF right-of-way and private roadways south of same. These new alignments should provide extension of the established visual corridors.
    - B. New connections on the site to existing north/south roads in this area should be compatible with the character of the existing older improvements.



Exhibit A: Recommended Amendments:  
RZC 21.62.020.I Downtown Design Standards -Town Center Zone

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C. Retail buildings located at the northern edge of the site within the Town Center Mixed-Use area will establish functional and visual continuity with the Downtown. The character of the new buildings will be compatible with older existing buildings.

iv. *Bear Creek.*

A. The edge along Bear Creek should be kept as a natural area, with uses limited to passive activity and trail/pathway connections.

B. Signage in this area shall be limited to traffic, safety, and directional information, or be consistent with the public recreational use of the area.

C. Structures consistent with and supporting passive use of this area may be allowed, and should be kept to a minimum.

v. *Sammamish River.*

A. The edge along the Sammamish River shall serve as an extension of existing activity on the Sammamish River Trail just north of this design area. Uses should include trail and pathway activities.

B. Signage shall be limited to traffic, safety, and directional information or be consistent with the public recreational use of the area.

C. Structures consistent with and supporting trail/pathway activities may be allowed, and should be kept to a minimum.

vi. BNSF Right-of-Way (ROW) – Pedestrian Crossings. Design and construct City-approved architectural/urban design features, walkways, and landscaping on 164th Avenue NE and other locations as determined to be necessary.

2. *Design Criteria.*

a. *Architectural Guidelines.*

i. *Siting of Buildings.* Buildings should be sited to enclose either a common space or provide enclosure to the street. All designs should appear as an integrated part of an overall site plan.

Exhibit A: Recommended Amendments:  
RZC 21.62.020.I Downtown Design Standards -Town Center Zone

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**Figure 21.62.020V  
Town Center**



- A. Encourage varieties of shapes, angles, and reliefs in the upper stories of structures over four stories.
- B. Large buildings should avoid continuous, flat facades.
- C. Avoid the use of false fronts.
- D. The ground floor of buildings should provide pedestrian interest and activity. The use of arcades, colonnades, or awnings to provide pedestrian protection is encouraged. Column and bay spacing along street fronts should be provided no greater than 36 feet apart in order to maintain a pedestrian-oriented scale and rhythm.

**Figure 21.62.020W  
Town Center**



## Exhibit A: Recommended Amendments:

## RZC 21.62.020.I Downtown Design Standards -Town Center Zone

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E. Building design should utilize similar or complementary building material, colors, and scale of adjoining Old Town.

F. Buildings and facades in the Town Center Mixed-Use area should be a combination of brick, stucco-like finishes, smooth-finished concrete, and architectural metals. Building facades in the Town Center Mixed-Use and Parkway Office areas should have a greater proportion of voids (windows) than solids (blank walls) on pedestrian levels. Buildings and facades in the Bear Creek retail area should be primarily masonry products with concrete and architectural metals used for detailing if desired. In all design, there should be emphasis upon the quality of detail and special form in window treatments, columns, eaves, cornices, lighting, signing, etc.

G. Buildings and the spaces between them should provide easy and open access to the external public areas or plazas.

H. The scale of all structures in relationship to other structures and spaces is important. The scale should be two to three stories in the retail core. Some variation in heights contributes to the variety and complexity of the environmental experience, and is encouraged.

I. The development of ground level viewpoints on each building level which take advantage of solar access and views of the site's open spaces is encouraged.

J. Storefront design and materials should be unique while integrating into the architectural theme of the building facade of which they are a part.

ii. **Building Entry.** Orient building entrances to the street in a manner which provides easily identifiable and accessible pedestrian entryways. Highlight building entrances through landscape or architectural design features. Building entries should be designed in conjunction with the landscape treatment of pedestrian ways in the parking areas that directly relate to the entry.

iii. **Public Art.** Encourage public art in public areas of the Town Center zone, particularly in and around the Town Center Mixed-Use area.

iv. **Building Orientation.** Uses in the Town Center zone should be oriented externally as well as internally (as is applicable) by using outward-facing building facades, malls, entrances, and other design techniques.

A. Buildings in the Town Center Mixed-Use and Parkway Office areas should abut the sidewalks on at least one side and orient the primary entrance, or entrances, toward the street.

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**Figure 21.62.020X**  
**Town Center Orientation to the Street**



v. **Building Colors and Materials.** Building colors and materials shall be selected to integrate with each other, other buildings in the Old Town zone, and other adjacent commercial areas, while allowing a richness of architectural expression for the various buildings.

A. Buildings should be constructed of materials that minimize light reflection and glare.

B. Care should be taken to avoid clashing colors on individual buildings and between adjacent buildings.

vi. **Windows and Displays.** Windows and display areas shall be located along pedestrian routes to enhance the pedestrian experience.

A. Storefronts should be visually open wherever practical. Stores should use enough glass so that the activity inside the store is obvious to the passerby. In all cases, merchandise should be easily visible to pedestrians.

B. Windows shall be provided on the street level in the Town Center Mixed-Use buildings rather than blank walls to encourage a visual and economic link between the business and passing pedestrians. A minimum of 60 percent of ground floor facades facing streets in the Town Center Mixed-Use area shall be in nonreflective, transparent glazing. Where windows cannot be provided, artwork in window boxes may be used with site plan review approval.

**Figure 21.62.020Y  
Town Center Outdoor Pedestrian Areas**



- vii. Future Development Pads. Future development pads shall be consistent with the design standards and shall provide pedestrian-scale exterior features.
- viii. Design Consistency. Each phase of the development and redevelopment of parcels throughout the zone shall be designed to be consistent with, but not necessarily the same as, the balance of the project architecture, including materials, colors, and general style.
- ix. *Pedestrian Features*. Provide pedestrian-scale external features, including such items as window and glass display cases, street furniture, and covered walkways.
- x. Outdoor Pedestrian Areas. The outdoor pedestrian areas shall include special paving treatments, landscaping, and seating areas.
  - A. Outdoor and ground floor areas shall be designed to encourage outdoor activities, such as vendors, art displays, seating areas, outdoor cafes, abutting retail activities, and other features of interest to pedestrians.
- xi. *Site Entrances*. Entrances to buildings, open spaces, gathering areas, and clustered buildings in Town Center ~~development~~ shall be emphasized with landscape treatments to strongly indicate the pedestrian orientation of these areas.
  - A. Architectural/urban design treatment of 166th Avenue NE shall encourage pedestrian circulation from the project to the Cleveland Street Retail area.
- xii. Rooftops. Rooftops will be of a color that reduces glare and other types of visual impact on the adjacent residentially developed hillsides.
- b. Transportation Guidelines.
  - i. Vehicular.
    - A. Street Configurations.

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1. Streets that are above existing grade should be designed in a manner to reduce visual impact of pavement area, such as using landscaping or berms.
2. Encourage alignment of all streets to minimize the removal of all existing significant, healthy trees.
3. Streets shall not be wider than four travel lanes with the appropriate number of lanes at intersections between the zone and areas targeted for integration with the Downtown.
4. Vehicular circulation shall connect the various uses on the site to each other. Streets shall be designed to enhance viability of the project components.

**B. *Parking – Surface.***

1. Where possible, locate parking behind buildings and away from areas of high public visibility. Landscape and screen surface parking areas visible to the public.
2. The size and location of parking areas should be minimized and related to the group of buildings served.
3. Visual impact of surface parking areas should be minimized from the SR 520 corridor.
4. Landscaping should be provided to screen surface parking areas and provide transition between the project and surrounding areas, particularly when viewed from SR 520, Leary Way, and adjacent hillsides.

**Figure 21.62.020Z  
Town Center Parking**



5. Landscaped medians shall be provided where access and traffic allow.

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6. Conflict between pedestrians and automobiles shall be minimized by designing streets to provide well-defined pedestrian walkways and crosswalks that reduce vehicle speeds.

7. Design and locate parking areas in a manner that will break up large areas of parking and encourage shared parking with existing Downtown uses.

8. Patrons of the retail center shall be allowed to use parking while patronizing other businesses in the Downtown. No rules, signage, or penalties shall be enacted by Town Center to preclude this parking allowance.

C. Parking – Structured. At least 50 percent of the parking provided for the entire site should occur in parking structures. The ratio of minimum structured parking shall be maintained for all phases of development of the Town Center Mixed-Use and the Parkway Office areas.

ii. Pedestrian.

A. *Linkages.*

1. Link proposed development to walkways, trails, and bicycle systems in the surrounding area by connecting and lining up directly to existing linkages, closing gaps, and treating crossings of barriers, such as the railroad, Bear Creek Parkway, and driveways, with special design treatment, minimizing barriers, designing with consistent materials, widths and locations, and providing safe, easy, and clearly identifiable access to and along the linkages. Safe, convenient, and attractive connections to Marymoor Park, the Sammamish River Trail, and the Bear Creek Trail system should be provided.

2. The sidewalk system shall be emphasized with landscape treatments to provide readily perceived pedestrian pathways through and around the Town Center zone.

B. Sidewalks.

1. When extending an existing sidewalk, the new walkway shall meet current standards and regulations where there is sufficient right-of-way, and be constructed of a material and dimension which are compatible with and improve upon the existing character.

2. Sidewalks shall meet similar standards to those of the approved pedestrian linkage system.

3. Paving of sidewalks and pedestrian crossings should be constructed of a uniform material that is compatible with the character of the zone. The private use of sidewalk rights-of-way areas may be appropriate for seasonal cafe seating or special displays.

4. Encourage alignment of new sidewalks to minimize the removal of all existing significant, healthy trees.

C. Arcades, Colonnades, and Canopies.



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~~1. Consistent treatment within a single area is also encouraged in order to provide a strong identity of space.~~

~~2.~~ 1. Buildings should be designed to provide for weather and wind protection at the ground level. Buildings fronting sidewalks shall provide pedestrian weather protection by way of arcades, colonnades, or canopies a minimum of 48 inches in depth. The elements should be complementary to the building's design and design of contiguous weather protection elements on adjoining buildings. Materials and design should engender qualities of permanence and appeal.

~~3.~~ 2. Awnings or sunshades should be in keeping with the character of the building to which they are attached. Materials should be durable, long lasting, and require low maintenance. Back-lit awnings are discouraged.

D. Trails – Pedestrian. Special design treatment and appropriate safety features should be designed for pedestrian trail crossings at public rights-of-way and at the BNSF right-of-way tracks.

E. Trails – Bicycle. Facilities for parking and locking bicycles should be provided and be readily accessible from bicycle trails.

~~F. Trails – Equestrian. Width of the trail should be adequate for two riders side by side in order to avoid earth compaction and vegetation deterioration. Equestrian trails should separate from pedestrian and bicycle trails.~~

~~G.~~ F. Plazas/Pedestrian Malls. Plazas, pedestrian malls, and other amenity open spaces shall be developed to promote outdoor activity and encourage pedestrian circulation between the Town Center zone and the balance of the Downtown.

c. Landscape Guidelines.

i. Urban Landscape Treatment. Building entries, primary vehicular entries, and building perimeters should be enhanced with landscaping which could include ornamental vines, groundcovers, shrubs, or trees selected for their screening, canopy, spatial enclosure, and seasonal variation.

ii. Site Furnishings. Benches, kiosks, signs, bollards, waste receptacles, street vending carts, water fountains, lighting standards, perch walls, sidewalks, pathways, trails, and special water features should be designed to be compatible elements of like materials and design.

iii. Perimeter Landscaping. Landscaping on the perimeter of the site will create a transition between the project and the surrounding area.

iv. Landscaping on Streets. Landscaping on streets should be simplified to allow adequate visibility from automobiles to businesses.

v. Trees, Plants, and Flowers. The use of potted plants and flowers as well as street trees is encouraged, but should not impede pedestrian traffic.

d. Open Space Guidelines.

i. Tree Retention and Open Space Landscaping. Preserve existing natural features, particularly healthy mature trees and stream courses.



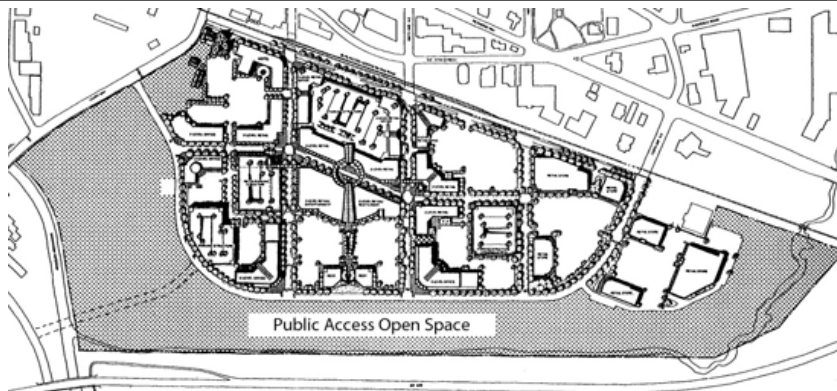
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A. Preserve 100 percent of all trees within the 44 acres of public access open space as identified in the Public Access Open Space Area Plan [per 21.62.020AA](#). ~~within the Redmond Town Center Master Plan and Design Guidelines.~~ This area includes the cluster of trees along the east side of Leary Way for the purpose of preserving the corridor's green gateway image and the healthy trees along the Bear Creek and Sammamish River corridors. Trees that cannot be retained due to approved street or utility construction shall be replaced with native nursery stock of similar or like variety at a one-to-one ratio, with tree sizes in accordance with RZC 21.72.080, Tree Replacement, pursuant to a landscape plan approved in conjunction with site plan review. Trees removed as a result of construction activities, which are intended to be preserved, shall be replaced per RZC 21.72.080, Tree Replacement. Replacement trees shall be located in the immediate vicinity as is practical.

**Figure 21.62.020AA**  
**Town Center Public Access Open Space**



B. Minimize new grading in this area.

C. Install landscape screening between this open space area and adjacent parking areas.

D. Encourage passive recreation, including a walking trail, bicycle trail, seating and rest areas, pedestrian lighting, and site furnishings. Provide pedestrian connections to the Justice White House, Town Center Mixed-Use area, Marymoor Park, Sammamish River Trail system, and other open space areas.

E. The “soft edge” landscape treatment to the south of Town Center along Bear Creek shall provide for a true transition between the natural, riparian area of the creek to the more urban mixed-use retail area.

F. The informal nature of the west, south, and east portion of the site should be maintained by retaining native materials and random planting of compatible plant materials consistent with the Downtown neighborhood.

ii. Justice White House/Saturday Market. The areas around the Saturday Market and Justice White House shall be retained as open space. Areas at the Justice White House should encourage active and passive recreation. These areas should connect to other open spaces, trails, and the mixed-use retail area.

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iii. Sammamish River. Open space shall be retained along the Sammamish River. The open space may be enhanced by:

- A. Providing grade separation for trails at all appropriate and feasible locations;
- B. Making connections to other open space zones;
- C. An ongoing stormwater outflow monitoring program for private drainage systems. The monitoring program shall consider specific contaminants which may likely be present in the runoff and shall be revised periodically as appropriate.

iv. Bear Creek. Open space along Bear Creek shall be retained. The open space may be enhanced by:

- A. Encouraging passive recreation areas and activities, and discouraging active recreation.
- B. All stormwater swales and recharge areas should be integrated with the natural environment.
- C. Protecting vegetation of the riparian habitat in this zone by limiting access to the creek to designated access points.
- D. Providing connections to Marymoor Park, the Sammamish River, other open spaces, and Town Center.
- E. Facilities within this area shall include a pedestrian pathway, bicycle path, equestrian trail when required, passive water access area, seating, and site furnishings.
- F. An ongoing stormwater outflow monitoring program for private drainage systems. The monitoring program shall consider specific contaminants which may likely be present in the runoff, and shall be revised periodically as appropriate.

v. Public Access Open Space. Public access open space should be retained, enhanced, and made available for public use in this zone as shown in the Public Access Open Space Area Plan.

- A. At least 44 acres shall be preserved by easement to the City or controlled by other methods that would permanently assure the open space to the City. This Downtown public access open space shall serve as a visual amenity and passive recreation open space.

vi. *Open Space Acreage*. Public access open space as shown in the Public Access Open Space Area Plan shall include a minimum of 44 acres. This will include natural areas inclusive of the floodway, and the areas around the Justice White House and the Saturday Market.

e. *Lighting Plan*.

- i. A lighting plan and program which encourages nighttime pedestrian movement between the adjacent commercial areas, particularly Leary Way and 166th Avenue NE, shall be maintained.
- ii. The height and design of street lighting should relate in scale to the pedestrian character of the area. The design of the light standards and luminaries should enhance the design theme.

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue  | Discussion Notes  | Issue Status                                    |
|--|---|---|
| <p>1. Why these code amendments and why now? (Nichols, Weston)</p> <p>What is the “big picture” for these code amendments? What are the amendments intended to accomplish? What will this look like at the end of the day? (Van Niman)</p> | <p><u>Commission Discussion</u><br/>Commissioners wanted to better understand why these specific code amendments were needed, and why they were needed now. Commissioners also wanted to better understand the impact of these code amendments and the potential outcomes if they were approved.</p> <p><u>Staff Comments</u><br/>11/16: Staff confirmed that the Redmond 2050 timeline shown in the applicant’s materials is roughly accurate: Redmond 2050 must be complete by the end of 2024, and staff anticipates completing it in Q3 or Q4 2024.</p> <p>11/2: The applicant states that the intent of the proposed amendments is to, “(i) provide a specific framework for additional bonus height on new density within the retail core of Redmond Town Center, (ii) encourage focused, transit-oriented new housing and commercial density to support the retail core while preserving existing open space, (iii) limit the impact of below grade parking structures on Redmond’s aquifer by encouraging above grade parking, and, (iv) as a result, solidify RTC’s position as a focal point for Downtown Redmond.”</p> <p>The applicant provided a <a href="#">concept massing</a> to illustrate a potential outcome of the code amendments. The organization of land uses, circulation plans, public realm amenities like plazas, and building design would be subject to existing regulations and be expressed first through a master plan and development agreement requiring City Council approval, and then through one or more site plan entitlement (SPE) applications that must implement the master plan and development agreement.</p> | <p>Opened<br/>10/26</p> <p>Closed<br/>11/02</p> |
| <p>2. Would like to know more about City Council’s interests identified at the time of the remand. (Weston)</p>  | <p><u>Commission Discussion</u><br/>Commissioners appreciated the response and closed the issue.</p> <p><u>Staff Comments</u><br/>The City Council held a study session on May 24, 2022 regarding the 2021-22 Comprehensive Plan Amendment Docket. During this time, Councilmembers identified topics for additional discussion per the remand. The remand occurred on <a href="#">June 21, 2022</a> with the Council’s action on the Redmond Zoning Code ReWrite Phase 1.</p>  | <p>Opened<br/>10/26</p> <p>Closed<br/>11/02</p> |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue   | Discussion Notes   | Issue Status                                    |
|---|--|---|
|   | <p>The following are noted in the <a href="#">City Council's June 21 agenda memo</a> for the Planning Commission's discussion:</p> <ul style="list-style-type: none"> <li>• Consider whether incentives should be required provisions;</li> <li>• Clarify provisions for green building and consider requiring a woonerf (shared street);</li> <li>• Retain the designation of 44 acres of open space as green space and look for opportunities to provide additional green spaces throughout the zone such as green rooftops and living walls. Work with the property owners to identify permanent protection of the open spaces through measures such as a conservation easement, and clarify the maintenance requirements for the open space areas;</li> <li>• Ensure ground floor uses for retail, restaurant, entertainment, and office as described in Docket Matrix question #5;</li> <li>• Address the Climate Vulnerability Assessment;</li> <li>• Address the Housing Action Plan and affordable housing inclusionary language;</li> <li>• Limit maximum heights in addition to the allowed number of stories within the zone;</li> <li>• Clarify code language referencing the Saturday Market;</li> <li>• Address language regarding development agreements, including the description of when such an agreement is required;</li> <li>• Ensure robust notice of any required hearing dates and make Council aware of these dates; and,</li> <li>• Provide outreach and clarify processes for the community including the communication approach.</li> </ul> |   |
| <p><b>3. What would be the process for reviewing the site plan and building design of any future redevelopment? (Aparna, Shefrin, Weston)</b></p> | <p><u>Commission Discussion</u><br/>Commissioners wanted to better understand opportunities for community input into site planning and building design.</p> <p><u>Staff Comments</u><br/>If these code amendments are approved, an applicant would be able to use the height incentive program only when combined with a master plan and development agreement. The community input opportunities during that process would be as follows:</p> <ul style="list-style-type: none"> <li>• Notice of application with comment period</li> <li>• Two neighborhood meetings</li> <li>• Design Review Board (DRB) meeting(s) resulting in recommendation from DRB</li> <li>• SEPA determination with comment period</li> <li>• Public hearing in front of the City Council</li> </ul>  | <p>Opened<br/>10/26</p> <p>Closed<br/>11/02</p> |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue  | Discussion Notes  | Issue Status  |
|--|---|---|
|  | <p>If the City Council approves a master plan and development agreement, the applicant would submit a site plan entitlement (SPE) application. Detailed site and building design is addressed during SPE review. Community input opportunities are:</p> <ul style="list-style-type: none"> <li>• Notice of application with comment period</li> <li>• Neighborhood meeting, if required</li> <li>• DRB meetings resulting in recommendation from DRB</li> <li>• SEPA determination with comment period</li> </ul>   |   |
| <p><b>4. Development regulations – including design standards and incentive package – should look forward, incorporating ideas from Redmond 2050. (Aparna)</b></p> | <p><u>Commission Discussion</u></p> <p>12/7: At the 11/16 meeting, Commissioner Aparna suggested recommending that the Council address design standards as part of any future development agreement. Commissioner Weston said she would like to see a pedestrian connection from Redmond Town Center to Marymoor Park as part of any future master plan and development agreement. Commissioner Shefrin expanded the connectivity idea to the rest of Downtown, emphasizing activation at the pedestrian scale.</p> <p>11/16: Commissioner Aparna noted that current building and energy codes, or codes expected to be adopted soon, will essentially require buildings to achieve LEED Platinum performance. She also said that the site, across the street from a light rail station, will earn location points as well. Commissioner Aparna agreed to propose alternate standards in writing for the Commission to consider. The issue was then closed.</p> <p>11/2: Commissioners want to discuss the development regulations and incentive package items that would apply to future development, expressing a desire for forward-looking standards.</p> <p><u>Staff Comments</u></p> <p>12/7: A pedestrian and bicycle connection between Redmond Town Center and Marymoor Park is part of the Unfunded Buildout Plan (part of the Transportation Master Plan) and listed as a Buildout Project in the 2017 Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan. This project is likely to be very complex given the involvement of multiple state agencies, Sound Transit, Tribes, and King County, and given the environmentally and culturally sensitive nature of the land. In staff's opinion, with so many unknowns, it would be asking too much to require the applicant to build this connection as a condition of redevelopment plans. Staff believes it would be reasonable to require the applicant not to preclude such a connection.</p> | <p>Opened<br/>10/26</p> <p>Closed<br/>11/02</p> <p>Additional<br/>Discussion<br/>on 11/16</p> |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue | Discussion Notes   | Issue Status |
|-------|--|--------------|
|       | <p>11/16: At the 11/2 meeting, staff confirmed that the Commission could recommend an alternative green building standard that it believes meets the Council's objectives. Staff researched the relationship between the Climate Emergency Declaration (CED) and the Environmental Sustainability Action Plan (ESAP) vis-à-vis green building standards. The CED is an expression of commitment by the City Council to "tak[e] action in collaboration with our Mayor and staff to find effective strategies to fight climate change." The CED explicitly draws on the ESAP to establish, "guidance, targets, commitments to policy action, and expedited schedules." One of those targets is setting a minimum green building standard of LEED Silver or BuiltGreen 4 Star by the end of 2022.</p> <p>The ESAP does not identify specific tiers of green building programs to achieve. Rather, it contains several building and energy strategies for reducing energy consumption. These include:</p> <ul style="list-style-type: none"> <li>• Incentivizing the use of green building certification programs like Built Green, LEED, and Salmon-Safe Urban Development Certification.</li> <li>• Advocating for energy code updates.</li> <li>• Requiring solar- and EV-ready development</li> <li>• Adopting a universal standard for energy-efficient buildings</li> <li>• Incentivizing water and energy efficiency through height or floor area bonuses</li> <li>• Restricting the use of natural gas in new construction</li> <li>• Incentivizing electrification through permitting or other incentives</li> </ul> <p>11/2: It is ok to consider borrowing ideas from Redmond 2050 when reviewing these proposed code amendments, but staff cautions that ideas from Redmond 2050 rely on, to varying degrees, policy text that is not yet adopted. The RZC amendments before the Commission today must conform to the Comprehensive Plan as it exists today (<a href="#">RZC 21.76.070.AE</a>). In addition, staff will be testing new ideas from Redmond 2050, which will result in refinements prior to bringing to the Planning Commission for consideration. Staff does not recommend adopting them into code prior to testing.</p> <p>Topics raised by Commissioners included:</p> <ul style="list-style-type: none"> <li>• <u>Design standards.</u> Development in the Town Center zone is regulated by citywide design standards found in <a href="#">RZC 21.60</a> as well as Town Center-specific design standards found in <a href="#">RZC 21.62.020.I</a>. The Town Center-specific regulations are comprehensive. They address integration with the rest of Downtown, siting of buildings, building entries, public art, building orientation, building colors and materials, windows and displays, future development pads,</li> </ul> |              |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue   | Discussion Notes  | Issue Status                                    |
|---|---|---|
|   | <p>design consistency, pedestrian features, outdoor pedestrian areas, site entrances, rooftops, vehicle circulation, parking, pedestrian linkages, sidewalks, arcades, trails, plazas and pedestrian malls, landscaping, open space, tree retention, and lighting. Updating design standards for Downtown (residential), Overlake, and other parts of the city is underway as part of the Redmond Zoning Code Rewrite Phase 3 in partnership with Redmond 2050. Staff does not have the capacity to also update Town Center-specific design guidelines on a parallel path.</p> <ul style="list-style-type: none"> <li>• <u>Sustainable design/green building/decarbonization</u>. The City Council's <a href="#">Climate Emergency Declaration</a> identifies LEED Silver as a base standard for all new private vertical construction by the end of 2022. The incentive program targets LEED Gold or Platinum based on the Council's expectation that LEED Silver become a standard for all buildings.</li> <li>• <u>Space for local businesses</u>. The incentive program includes space for local businesses because "business diversity" is an objective in <a href="#">policy DT-11</a>. Staff has consistently heard from community members during Redmond 2050 that maintaining space for small local businesses is a high priority.</li> <li>• <u>Affordable housing</u>. Affordable housing is also specifically mentioned in policy DT-11 and is a high priority in Redmond 2050. Requiring 20% of homes to be affordable to households earning up to 60% of area median income (AMI) would set a new bar in Redmond. The current requirement is 10% of homes affordable at 80% of AMI.</li> <li>• <u>Public real/common facilities sharing</u>. The need for community spaces and facilities sharing is especially evident in Overlake, where public space has not accumulated over time like it has in Downtown. That is not to say that such space is not important in Downtown, only that it is not as high a priority as the housing, business, and green building priorities specifically mentioned in DT-11.</li> </ul> <p>Staff has prepared a table detailing where standards for materials, landscaping, character, and plazas and pedestrian spaces can be found in RZC 21.60 and RZC 21.62. See last page of this matrix.</p> |   |
| <p>5. Approach to parking at Redmond Town Center and proposal to remove provision allowing RTC patrons to leave RTC on foot and visit other</p> | <p><u>Commission Discussion</u><br/>1/11/23 update: At the 12/7 meeting, Commission voted to maintain <a href="#">RZC 21.62.020.I.2.b.i.B.8</a> as-is in its recommendation.</p> <p>12/7: Commissioners Nichols and Weston expressed opposition to removing the parking clause in question.</p>   | <p>Opened<br/>10/26</p> <p>Closed<br/>11/02</p> |

Exhibit B: Planning Commission Final Issues Matrix  
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| Issue   | Discussion Notes   | Issue Status                            |
|---|--|---|
| <b>Downtown businesses.<br/>(Nichols, Weston)</b>   | <p>11/16: Commissioners noted that parking validation is used successfully locally to manage parking and noted tension between the parts of Redmond that are urbanizing and parts that will remain suburban. Commissioners closed this issue.</p> <p>11/2: Commissioners noted that signage at RTC prohibiting walk-offs appears to violate <a href="#">RZC 21.62.020.I.2.b.i.B.8</a>, and that eliminating that code provision works against the idea of shared parking where customers can park once and walk to multiple destinations.</p> <p><u>Staff Comments</u><br/>City parking policy and parking circumstances at Redmond Town Center will undergo significant change over the next few years. The City is moving toward reducing or eliminating parking minimums, actively managing the public supply of parking, and encouraging shared use of the private supply of parking in order to achieve environmental, placemaking, and affordability objectives. At the same time, the Downtown Redmond light rail station will open across the street from Redmond Town Center, immediately making the Center's parking attractive to transit patrons seeking a convenient place to store their vehicle while they ride elsewhere.</p> <p>The existing regulations allowing RTC patrons to use RTC parking while patronizing other Downtown businesses supports a "park once" approach, but was written without any thought of a light rail station across the street. In staff's opinion, the station creates the imperative for Redmond Town Center to actively manage its parking for access to businesses. The "park once" approach is compatible with active management. For example, Redmond Town Center could manage through time limits, validation, pricing, or other measures that ensure turnover for people to access businesses at the Center.</p> | <p>Additional discussion on 12/07</p>   |
| <b>6. Would like more information about access to Downtown Redmond light rail station. (Weston)</b> | <p><u>Commission Discussion</u><br/>11/16: Commissioners noted that there will be a 1,400-stall parking structure at the Marymoor Village station.</p> <p>11/2: Commissioners were interested in how patrons will access the Downtown Redmond light rail station.</p> <p><u>Staff Comments</u></p>   | <p>Opened 10/26</p> <p>Closed 11/02</p> |



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| Issue   | Discussion Notes  | Issue Status                           |                  |               |     |                   |       |                              |  |                              |               |     |       |               |     |                   |       |                  |     |     |     |     |     |     |       |       |            |     |     |     |    |     |       |       |       |  |
|---|---|--|------------------|---------------|-----|-------------------|-------|------------------------------|--|------------------------------|---------------|-----|-------|---------------|-----|-------------------|-------|------------------|-----|-----|-----|-----|-----|-----|-------|-------|------------|-----|-----|-----|----|-----|-------|-------|-------|--|
|   | <p>All Sound Transit light rail stations provide for multimodal access. The Downtown Redmond Station will be accessible:</p> <ul style="list-style-type: none"><li>On foot and via multiple rolling modes: the station is directly adjacent to the Redmond Central Connector, which provides comfortable and convenient pedestrian and bicycle travel across Downtown and connects to regional trails like the Sammamish River Trail. The station will also have bicycle lockers.</li><li>Via bus transfer: the station will serve several bus routes as bus transit is re-oriented to connect to light rail.</li><li>Via drop-off: the station will have dedicated pick-up and drop-off areas for those being dropped-off by friends, family, taxi, or rideshare.</li></ul> <p>Transit customer parking exists at the Redmond Transit Center on NE 83<sup>rd</sup> St., which is about 0.5 miles from the light rail station.</p> <p>Sound Transit's 2018 environmental analysis estimates that about 78% of combined AM "ons" and PM "offs" would be by foot, bike, or transit as shown in the table below.</p> <p><b>Table 3.1-1. 3-Hour 2035 PM Peak Period Light Rail Ridership</b></p> <table><tr><th rowspan="2">Station Name</th><th colspan="3">Ons<sup>1</sup></th><th colspan="4">Offs</th><th rowspan="2">Daily Boardings<sup>3</sup></th></tr><tr><th>Walk and Bike</th><th>Bus</th><th>Total</th><th>Walk and Bike</th><th>Bus</th><th>Auto<sup>2</sup></th><th>Total</th></tr><tr><td>Downtown Redmond</td><td>186</td><td>231</td><td>417</td><td>188</td><td>843</td><td>400</td><td>1,431</td><td>2,900</td></tr><tr><td>SE Redmond</td><td>119</td><td>222</td><td>341</td><td>71</td><td>296</td><td>1,400</td><td>1,767</td><td>3,000</td></tr></table> <p><sup>1</sup> For station access, the Sound Transit Ridership Model focuses on analysis of PM peak transit trips. This model does not estimate PM auto access for originating transit trips. The incidence of auto access for these trips is typically very low and involves drop-offs near stations. These trips do not necessarily use the parking capacity or the rider pick-up queueing space. Because the incidence of these PM drop-offs is very low, there is insufficient data to support modeling it.</p> <p><sup>2</sup> Auto includes single-occupancy vehicles, carpools, and drop-off/pick-ups.</p> <p><sup>3</sup> Boardings for a 24-hour period.</p> | Station Name                           | Ons <sup>1</sup> |               |     | Offs              |       |                              |  | Daily Boardings <sup>3</sup> | Walk and Bike | Bus | Total | Walk and Bike | Bus | Auto <sup>2</sup> | Total | Downtown Redmond | 186 | 231 | 417 | 188 | 843 | 400 | 1,431 | 2,900 | SE Redmond | 119 | 222 | 341 | 71 | 296 | 1,400 | 1,767 | 3,000 |  |
| Station Name  | Ons <sup>1</sup>  |  |                  | Offs          |     |                   |       | Daily Boardings <sup>3</sup> |  |                              |               |     |       |               |     |                   |       |                  |     |     |     |     |     |     |       |       |            |     |     |     |    |     |       |       |       |  |
|   | Walk and Bike   | Bus                                    | Total            | Walk and Bike | Bus | Auto <sup>2</sup> | Total |                              |  |                              |               |     |       |               |     |                   |       |                  |     |     |     |     |     |     |       |       |            |     |     |     |    |     |       |       |       |  |
| Downtown Redmond                                    | 186   | 231                                    | 417              | 188           | 843 | 400               | 1,431 | 2,900                        |  |                              |               |     |       |               |     |                   |       |                  |     |     |     |     |     |     |       |       |            |     |     |     |    |     |       |       |       |  |
| SE Redmond  | 119   | 222                                    | 341              | 71            | 296 | 1,400             | 1,767 | 3,000                        |  |                              |               |     |       |               |     |                   |       |                  |     |     |     |     |     |     |       |       |            |     |     |     |    |     |       |       |       |  |
| 7. Green building standards for TWNC zone. (Aparna) | <p><u>Commissioner comments</u></p> <p>1/11/23 update: Commissioner Aparna submitted updated proposal for green building incentives for discussion. The Commission included a version of this in its recommendation.</p> <p>12/7: Commissioner Aparna noted that LEED provides flexibility in how credits are obtained, and that studies have shown that certification is not indicative of building performance. She noted that codes are rapidly catching-up to LEED such that code compliance will result in LEED points. She argued for</p>   | <p>Opened 11/2</p> <p>Closed 11/16</p> |                  |               |     |                   |       |                              |  |                              |               |     |       |               |     |                   |       |                  |     |     |     |     |     |     |       |       |            |     |     |     |    |     |       |       |       |  |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue   | Discussion Notes   | Issue Status                   |
|---|--|--------------------------------|
|   | <p>increasing the LEED "level" or considering other certification programs. She asked for a focus on greenhouse gas reduction, water conservation, and reducing use of trees. She said that a Zero Energy rating would be great, that it aligns with state law, and that she is looking for a system that would be easy for staff to track.</p> <p>Commissioner Nichols asked for a forward-thinking incentive program in exchange for considering the code amendment now considering that Redmond 2050 is much further along than it was a year ago. Commissioner Nichols argued for a substantial public benefit in return for a height increase to 12 stories and does not believe the current proposal gets there.</p> <p>Commissioner wanted to better understand the associated costs of a higher sustainability target. Commissioner Shefrin inquired as to the ability to achieve a higher standard and asked what would happen if the higher standard was codified but unachievable. There was discussion about local buildings that have met higher standards.</p> <p>Commissioner Weston noted the potential of the site given its location and believed it made more sense to look at this site in context of other sites as part of Redmond 2050. If a code amendment is adopted now, she argued for an exceptional result for the exceptional request.</p> <p>Commissioner Aparna confirmed that her proposal is to have all affordable homes be ready for electrification. She suggested that could be added to the affordable housing requirement.</p> <p>11/16: Commissioner Aparna will recommend environmental sustainability standards/incentives that meet Council's intent and goals.</p> <p><u>Staff comments</u><br/>The applicant notified staff that the applicant has been evaluating sustainable building strategies and may provide a written response to the Commission.</p> | Additional discussion on 12/07 |
| 8. Statewide EV parking/charging requirements. (Aparna) | <p><u>Commissioner comments</u><br/>1/11/23 update: Commissioner Aparna, in her revised proposal for 12/7 meeting, removed the recommended language related to parking/EV requirements.</p>  | Opened 11/2                    |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue  | Discussion Notes   | Issue Status                                    |   |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |
|--|--|---|---|---|---|--|---|---|---|-----------------------------------|--|--|--|--|----------------------------|--|----------------------------|---|----------------------------|--|----------------------------|---|---|---|---|-----------------|
|  | <p>12/7: Commissioner Aparna asked for 5% over what the code will require for electric vehicles (EVs) in exchange for parking incentives. She did not believe that the state requirements would be adequate to meet demand. Commissioner Weston stated that she did not think much EV infrastructure would be needed for retail parking, but that it would be needed for residential parking. Commissioner Nichols suggested asking the City Council to consider EV infrastructure as part of any future development agreement.</p> <p>11/16: Commissioners desired clarifications on sitewide requirements for electric vehicle parking and charging.</p> <p>Staff comments</p> <p><a href="#">RCW 19.27.540</a> requires the State Building Code Council to adopt rules for electric vehicle charging infrastructure for various building occupancy types. The <a href="#">Building Code in effect beginning July 1, 2023</a> will contain the following requirements for electric vehicle charging infrastructure.</p> <p style="text-align: center;"><b><u>Table 429.2</u></b><br/><b><u>Electric Vehicle Charging Infrastructure</u></b></p> <table><tr><th><b><u>Occupancy</u></b></th><th><b><u>Number of EV Charging Stations</u></b></th><th><b><u>Number of EV-Ready Parking Spaces</u></b></th><th><b><u>Number of EV-Capable Parking Spaces</u></b></th></tr><tr><td><b><u>Group A, B, E, F, H, I, M, and S occupancies</u></b></td><td><b><u>10% of total parking spaces</u></b></td><td><b><u>10% of total parking spaces</u></b></td><td><b><u>10% of total parking spaces</u></b></td></tr><tr><td colspan="4"><b><u>Group R occupancies</u></b></td></tr><tr><td><b><u>Buildings that do not contain more than two dwelling units</u></b></td><td><b><u>Not required</u></b></td><td><b><u>One for each dwelling unit</u></b></td><td><b><u>Not required</u></b></td></tr><tr><td><b><u>Dwelling units with private garages</u></b></td><td><b><u>Not required</u></b></td><td><b><u>One for each dwelling unit</u></b></td><td><b><u>Not required</u></b></td></tr><tr><td><b><u>All other Group R occupancies</u></b></td><td><b><u>10% of total parking spaces</u></b></td><td><b><u>25% of total parking spaces</u></b></td><td><b><u>10% of total parking spaces</u></b></td></tr></table> | <b><u>Occupancy</u></b>                         | <b><u>Number of EV Charging Stations</u></b>      | <b><u>Number of EV-Ready Parking Spaces</u></b> | <b><u>Number of EV-Capable Parking Spaces</u></b> | <b><u>Group A, B, E, F, H, I, M, and S occupancies</u></b> | <b><u>10% of total parking spaces</u></b> | <b><u>10% of total parking spaces</u></b> | <b><u>10% of total parking spaces</u></b> | <b><u>Group R occupancies</u></b> |  |  |  | <b><u>Buildings that do not contain more than two dwelling units</u></b> | <b><u>Not required</u></b> | <b><u>One for each dwelling unit</u></b> | <b><u>Not required</u></b> | <b><u>Dwelling units with private garages</u></b> | <b><u>Not required</u></b> | <b><u>One for each dwelling unit</u></b> | <b><u>Not required</u></b> | <b><u>All other Group R occupancies</u></b> | <b><u>10% of total parking spaces</u></b> | <b><u>25% of total parking spaces</u></b> | <b><u>10% of total parking spaces</u></b> | Closed<br>11/16 |
| <b><u>Occupancy</u></b>  | <b><u>Number of EV Charging Stations</u></b>   | <b><u>Number of EV-Ready Parking Spaces</u></b> | <b><u>Number of EV-Capable Parking Spaces</u></b> |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |
| <b><u>Group A, B, E, F, H, I, M, and S occupancies</u></b>               | <b><u>10% of total parking spaces</u></b>  | <b><u>10% of total parking spaces</u></b>       | <b><u>10% of total parking spaces</u></b>         |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |
| <b><u>Group R occupancies</u></b>  |  |   |   |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |
| <b><u>Buildings that do not contain more than two dwelling units</u></b> | <b><u>Not required</u></b>   | <b><u>One for each dwelling unit</u></b>        | <b><u>Not required</u></b>                        |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |
| <b><u>Dwelling units with private garages</u></b>                        | <b><u>Not required</u></b>   | <b><u>One for each dwelling unit</u></b>        | <b><u>Not required</u></b>                        |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |
| <b><u>All other Group R occupancies</u></b>                              | <b><u>10% of total parking spaces</u></b>  | <b><u>25% of total parking spaces</u></b>       | <b><u>10% of total parking spaces</u></b>         |   |   |  |   |   |   |                                   |  |  |  |  |                            |  |                            |   |                            |  |                            |   |   |   |   |                 |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue  | Discussion Notes   | Issue Status                                   |
|--|--|--|
|  | <p><u><b>429.2.1 EV charging stations and EV-Ready parking spaces.</b> A minimum of 40-ampere dedicated 208/240-volt branch circuit shall be installed for each EV Ready parking space and each EV Charging Station. The branch circuits shall terminate at a receptacle outlet or EV charger in close proximity to the proposed location of the EV Ready parking space or the EV Charging Station.</u></p> <p><u><b>429.2.2 EV-Capable parking spaces.</b> A listed raceway capable of accommodating a minimum of 40-ampere dedicated 208/240-volt branch circuit shall be installed for each EV-Capable parking space. The raceway shall terminate into a cabinet, box or other enclosure in close proximity to the proposed location of the EV-Capable parking space. Raceways and related components that are planned to be installed underground, and in enclosed, inaccessible or concealed areas and spaces, shall be installed at the time of original construction.</u></p> <p><u><b>429.3 Electrical room(s) and equipment.</b> Electrical room(s) and/or dedicated electrical equipment shall be sized to accommodate the requirements of Section 429.</u></p> <p><u>The electrical service and the electrical system, including any on-site distribution transformer(s), shall have sufficient capacity to simultaneously charge all EVs at all required EV Charging Stations, EV Ready parking spaces, and EV-Capable parking spaces at a minimum of 40-amperes each.</u></p> <p><u>EXCEPTION:</u> Automatic Load Management System (ALMS) may be used to adjust the maximum electrical capacity required for the EV-Ready and EV-Capable parking spaces. The ALMS must be designed to allocate charging capacity among multiple future EV Charging Stations at</p> |  |
| <p>9. How can business displacement be addressed in Development Agreement or other processes? (Aparna)</p> | <p><u>Commissioner comments</u><br/>Commissioners were interested in minimizing business displacement that could occur during site redevelopment.</p> <p><u>Staff comments</u><br/>Mitigating or minimizing business displacement is an active policy discussion as part of Redmond 2050. However, the Redmond Zoning Code does not contain provisions on this topic. The Planning Commission could recommend that the City Council include requirements in any future development agreement that would address business displacement during redevelopment.</p>  | <p>Opened<br/>11/2</p> <p>Closed<br/>11/16</p> |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue   | Discussion Notes  | Issue Status                                   |
|---|---|--|
| <b>10. Ownership opportunities for new housing? (Shefrin)</b>   | <p><u>Commissioner comments</u><br/>12/7: Commissioner Shefrin suggested specifying a mix of ownership and rental residential units. She asked how the City could provide more ownership opportunities going forward, both as a racial equity tool and a wealth-building tool. Commissioner Shefrin suggested asking developers what obstacles there are to condominium development and using incentives to address those.</p> <p>Commissioner Nichols suggested recommending that the Council push on ownership opportunities in the master plan and development agreement. Commissioner Aparna expressed an interest in limiting vacation rentals.</p> <p>11/16: Commissioners were interested in creating homeownership opportunities in Town Center.</p> <p><u>Staff comment</u><br/>At the 11/2 meeting, staff confirmed that affordability requirements apply to both ownership and rental housing, so that if a developer chooses to provide ownership housing there will still be an affordability requirement. Staff also noted that, typically, the subsidy required to provide ownership units is greater than that to provide rental units, though Redmond still sees some ownership units come through its inclusionary zoning requirements.</p> <p>Redmond has historically not specified the mix of rental and for-sale products in residential developments. In part that is because such specifications would be ineffective: homes intended to be for sale can easily become rental properties.</p> | <p>Opened<br/>11/2</p> <p>Closed<br/>11/16</p> |
| <b>11. What about Archer Hotel, as it's included in zoning sub-area under consideration? (Aparna)</b> | <p><u>Commissioner comments</u><br/>Commissioners noted that the Archer Hotel (7200 164th Ave NE, Redmond) was recently constructed and wanted to know if this proposal would impact the building, and/or how the building would be integrated into the applicant's plans.</p> <p><u>Staff comments</u><br/>Staff reached out to the applicant for this amendment regarding this question. They responded:</p> <p><i>"The Applicant does not own the Archer Hotel. They were included in our public outreach process, along with notices from the City as part of both public hearings conducted by the Planning Commission to date, but did not attend either of our open houses or any of the Planning Commission /</i></p>   | <p>Opened<br/>11/2</p> <p>Closed<br/>11/16</p> |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| Issue | Discussion Notes   | Issue Status |
|-------|--|--------------|
|       | <p><i>City Council meetings. As we progress further into the Master Plan, we will continue to include them in public outreach efforts.</i></p> <p><i>"Since we do not own the parcel, we cannot speak to their future plans for the site. However, as [staff noted], the building is recently constructed, and is 8-stories. The economics are not going to justify tearing down an 8-story operating building in order to build a new, 12-story building in its place (the maximum density available under the proposed code amendment, only 9 floors of which would be occupiable space) – the additional available density is not nearly enough to justify replacing the existing improvements. That same math would apply to all the other existing improved properties within the Town Center Mixed Use subarea – lease encumbrances and value of the existing improvements are going to make tearing down what exists an exceedingly unlikely outcome.</i></p> <p><i>"Further, the requirement to negotiate a Development Agreement with City Council in order to take advantage of any height incentive would give the City an additional layer of approval rights in the unlikely event any of the improved properties elected to pursue redevelopment."</i></p> |              |

Exhibit B: Planning Commission Final Issues Matrix  
RZC Text Amendments for TWNC Zone

| TWNC and CITYWIDE DESIGN per RZC*   |   |   |
|---|---|---|
| Design Standards and Guidelines   | 21.60 Design Standards  | 21.62 Town Center Design Guidelines   |
| Materials   | 21.60.040.B.4 Buildings   | 21.62.020.I.2.a.i.F Siting of Buildings<br>21.62.020.I.2.a.v Building Colors and Materials                                |
| Landscaping   | 21.60.040.C.1.b Landscaping   | 21.62.020.I.2.a.xi Architectural Guidelines<br>21.62.020.I.2.c Landscaping Guidelines                                     |
| Character   | 21.60.020.D Relationship to Adjacent Properties                                       | 21.62.020.I.2.a.i.E Siting of Buildings<br>21.62.020.I.2.a.viii Design Consistency  |
| Plazas & Pedestrian Amenities   | 21.60.020.H.2.d Pedestrian and Bicycle Circulation<br>21.60.030.B.2 Pedestrian Plazas | 21.62.020.I.2.a.ix Pedestrian Features<br>21.62.020.I.2.a.x Outdoor Pedestrian Areas<br>21.62.020.I.2.b.ii Building Entry |
| <p><b>* RZC 21.58.020 Scope and Authority</b></p> <p><b>C. Compliance with Design Standards.</b> Decisions on applications requiring design review shall be made as follows:</p> <ol style="list-style-type: none"> <li>1. The purpose statements for each design category in the Citywide design standards and for each zone in the Downtown design standards describe the goals of that particular part of the design standards.</li> <li>2. Each design element has intent statements followed by design standards. Intent statements describe the City's objectives for each design element and are the requirements that each project shall meet. The design criteria that follow the intent statements are ways to achieve the design intent. Each criterion is meant to indicate the preferred condition, and the criteria together provide a common theme that illustrates the intent statement. Graphics are also provided to clarify the concepts behind the intent statements and design criteria. If there is a discrepancy between the text and the illustrations, the text shall prevail.</li> <li>3. All applications that require design review shall comply with the intent statements for each applicable design standard element and design zone.</li> <li>4. If "shall" is used in the design criterion, all applications shall comply with that specific design criterion if it applies to the application unless the applicant demonstrates that an alternate design solution provides an equal or greater level of achieving the intent of the section and the purpose of the design category.</li> <li>5. The applicant has the burden of proof and persuasion to demonstrate that the application complies with the intent statements.</li> <li>6. The applicant shall demonstrate to the satisfaction of the decision maker that the application complies with the applicable intent statements and the design criteria that use the word "shall."</li> <li>7. If "should" is used in the design criterion, there is a general expectation that utilizing the criterion will assist in achieving the intent statement; however, there is a recognition that other solutions may be proposed that are equally effective in meeting the intent of the section.</li> <li>8. Where the decision maker concludes that the application does not comply with the intent statements or the design criteria that use the word "shall," the decision maker may condition approval based on compliance with some or all of the design criteria, or the decision maker may deny the application.</li> </ol> |   |   |

Aparna Varadharajan

26-Dec-2022

Dear Redmond City Council,

The Planning Commission has studied the applicant's proposal to amend the zoning code for the Redmond Town Center project with respect to the incentive package in great detail. I believe the Commission has executed its duties with best intentions and to the best of its abilities.

I voted against the amendment despite having crafted the incentive package that was approved. I would like to share reasons for both my actions.

**My reasons for voting to reject the applicant's proposal**

1. The applicant's proposal requested clarity on the older comp plan. This means development would react to a plan and vision executed a decade ago. This project is too significant for the city both commercially and symbolically for us to be looking backward. The development should reflect our vision for the future and thus should be wrapped into Redmond 2050.
2. While the incentive package addresses (to some degree) sustainability and affordable housing, principles of resilience and deeper considerations of equity are not addressed at all as it is beyond the scope of our current comp plan. This is concerning as the project is huge and will last decades.
3. We need to plan for the future with more care. Careful consideration requires time, and this timeline is too rushed to incorporate community and council's concerns of design quality, public space, equity, and connectivity. The ramifications of this rushed design on a project that is gateway to our city both in terms of proximity to light rail and retail and commercial downtown revitalization would be felt for decades.
4. I also believe that for this zone and these projects, we should have codified design standards that truly reflect the city's vision.

**Why I drafted the incentive package that was approved by the Commission**

My background in sustainability helped me draft the incentive package with the support of city staff. I crafted the package as a back-up plan in the event that the Commission approved the application. I wanted to ensure that, at the very least, our incentive package references higher sustainability standards. The green building incentives reflect the older comprehensive plan and the Environmental Sustainability Action Plan. They, however, do not go as far as we hope to do in Redmond 2050 and do not reflect the changing times or the latest studies and data.

While I do sympathize with the applicant's need for a quicker turnaround, I sincerely believe that folding this project into Redmond 2050 will ensure a better commercial outcome for the applicant, retail (of all sizes) and the city with better designed and more utilized spaces that are vibrant and 18/7.

Thank you for your attention and consideration.

Sincerely,

Aparna Varadharajan

Planning Commissioner



December 20, 2022

Dear City Council Members,

In the Planning Commission's recent discussion of the Redmond Town Center, there was broad consensus on several points:

- The importance of Redmond Town Center to Redmond, historically and today.
- Awareness that the current mall & zoning don't meet the market forces or demands of 2022.
- Ideally, this valuable, centrally-located space, right next to the light-rail station, would be a vibrant "front door" to the city, with retail, community spaces, many restaurant options, and the population to support those endeavors.
- Any redevelopment incentives should help the city meet its goals for affordability, sustainability, safety, and community amenities.

However, I respectfully disagree with the option put forward by the Planning Commission on 12/7/2022. I do not believe that piecemeal redevelopment standards will make the best use of this large section of the Redmond Town Center.

Instead, I recommend the city keeps the current zoning language as-is for the moment. In the Redmond 2050 plan, we must reevaluate the goals for the entire Redmond Town Center (TWNC) Zoning Code and across the parcels of all 11 current owners, plus how this space relates to the rest of Downtown. For the community, the disadvantage of a slight wait will be outweighed by a redeveloped end result that will be more coherent, safely navigable, and useful to the city's residents.

A redevelopment on this scale, with a building that will potentially loom over the rest of downtown, should be evaluated more holistically. For example, I believe several important questions identified by the council on June 21<sup>st</sup>, 2022 are not met by this option. Items such as the woonerf (and pedestrian safety), green spaces, the Saturday Market, connection with the light rail, and clarified requirements for development agreements will best be addressed in the near-term 2050 work. Likewise, that update will address a thoughtful, fair, common set of incentives to help the city meet its goals for growth, green & sustainable buildings, affordable housing, navigation (by foot, on wheels, by transit, or by car), and parking.

Thank you,  
Susan Weston  
Vice-chair, Redmond Planning Commission

Exhibit D: Public Comments Summary Matrix – Planning Commission  
RZC Text Amendments for TWNC Zone

| Name                                   | Comment Summary  | Written/Verbal |
|--|--|----------------|
| Arnold Tomac                           | <ul style="list-style-type: none"> <li>Support redevelopment of Town Center.</li> <li>Concern – 12 story buildings, but understand need. Visuals not good on height – too massive, tall. Encourage ways to soften.</li> <li>TWNC needs direct connection to Marymoor Park (add to Bike-Ped Plan).</li> </ul>   | V., 10.26.22   |
| Bob Yoder                              | <ul style="list-style-type: none"> <li>Concerns about scale, mass and cohesiveness.</li> <li>Outstanding benefits important – affordable housing and design features. Comments on benefits provided to height incentives.</li> <li>Concern on subterranean parking.</li> </ul>   | V., 10.26.22   |
|  | <ul style="list-style-type: none"> <li>Noted that project is important and will set a precedent for Downtown development.</li> <li>Should be more public input on process.</li> <li>Noted potential amenities to be provided in exchange for height.</li> </ul>  | V. 11.2.22     |
|  | <ul style="list-style-type: none"> <li><i>Note that some comments were updates of previous submitted comments.</i></li> <li>Noted that Council and Mayor are final decision makers – contact them.</li> <li>Concerns about height, and impacts on aquifer.</li> <li>Comments on amenities needed – wider sidewalks, covered retail, open space.</li> <li>Email noting that comments were posted on blog.</li> <li>Comments on preserving views, while managing growth.</li> <li>Comment on Extraordinary Notice Requirements.</li> <li>Comment/suggestion about amenities provided in exchange for additional height incentives.</li> <li>Need for more affordable housing in exchange for height.</li> <li>Additional comments on height, as well as access to information about proposal.</li> </ul> | 9 written      |
| Patrick Woodruff, Hines<br>(Applicant) | <ul style="list-style-type: none"> <li>Provided an overview of project proposal. Added development agreement with minimum retail requirement, worked with ARCH on housing affordability standards, subterranean parking to reduce damages to aquifer.</li> <li>Explained need for the project and why zoning code changes are needed to support it.</li> </ul>   | V. 10.26.22    |
|  | <ul style="list-style-type: none"> <li>Applicant provided a presentation giving additional context to the project.</li> <li>Noted additional open houses will be conducted as development proceeds.</li> </ul>   | V. 11.2.22     |
|  | <ul style="list-style-type: none"> <li>Applicant submitted written responses about the proposal, as well as responses to ideas and suggestions made by Planning Commissioners.</li> </ul>  | 5 written      |
| Kristina Hudson                        | <ul style="list-style-type: none"> <li>Representing OneRedmond, economic development organization for Redmond.</li> <li>Supports proposal and noted the value of Town Center to the city of Redmond, as well as the value that Hines’s project will bring to the city.</li> </ul>  | V. 11.2.22     |
| Nick Mosher                            | <ul style="list-style-type: none"> <li>Voiced support for project and noted need for more amenities within walking distance of the Town Center area.</li> </ul>  | V. 11.2.22     |

Exhibit D: Public Comments Summary Matrix – Planning Commission  
RZC Text Amendments for TWNC Zone

|  |  |            |
|--|--|------------|
| Dora Lee, representing Andrea Kim, owner of Lani's Tailor & Atelier in Town Center | <ul style="list-style-type: none"> <li>Expressed support for growth and development</li> </ul>   | V. 11.2.22 |
| Katie Kendall, McCullough Hill Leary, PS   | <ul style="list-style-type: none"> <li>Counsel for the applicant.</li> <li>Provided additional context to the project.</li> </ul>  | V. 11.2.22 |
| Rosemarie Ives   | <ul style="list-style-type: none"> <li>Original Master Plan for Town Center should be maintained.</li> <li>City should conduct a more inclusive community process with more research and data analysis of existing conditions.</li> <li>12 story heights with 3 story parking will bring more cars for unneeded jobs and unaffordable housing.</li> <li>Proposal should go through new Master Plan process.</li> </ul> | V. 11.2.22 |
|  | <ul style="list-style-type: none"> <li>Submitted written version of verbal comments.</li> </ul>  | 1 written  |
| Gerry Chu  | <ul style="list-style-type: none"> <li>Proposes bike/ped bridge under/across SR 520 connecting Marymoor Park, ideally at 166<sup>th</sup> Ave NE.</li> </ul>   | 1 written  |
| John Ulom, Brick & Mortar Books  | <ul style="list-style-type: none"> <li>Concern and opposition to opening up NE 74<sup>th</sup> in Town Center retail core to motorized/public traffic.</li> </ul>  | 1 written  |
| Nancy McCormick  | <ul style="list-style-type: none"> <li>Opposed to 12-story heights (maintain 5-6 heights in Town Center and Downtown).</li> <li>Amendments should be part of Redmond 2050 Comprehensive Plan update process.</li> <li>More community process, engagement on proposal.</li> </ul>   | 1 written  |
| Yelena Isakova   | <ul style="list-style-type: none"> <li>Transportation issues – increased cars, traffic, even with light rail.</li> <li>School capacity (from new housing).</li> <li>Impact on natural environment – street trees etc.</li> <li>Impacts on Redmond's quality of life.</li> </ul>  | 2 written  |
| Tom Markl, Nelson Legacy Group   | <ul style="list-style-type: none"> <li>Supports proposed zoning text amendments.</li> </ul>  | 1 written  |



## REDMOND PLANNING COMMISSION

Sherri Nichols, Chair | Susan Weston, Vice-Chair  
Matthew Gliboff | Tara Van Niman  
Denni Shefrin | Aparna Varadharajan

# MINUTES

## REDMOND PLANNING COMMISSION MEETING Wednesday, November 2, 2022 - 7:00 p.m.

### 1. Call to Order & Roll Call

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

Commissioners Present: Chairperson Nichols, Vice Chairperson Weston,  
Commissioners Gliboff, Shefrin, Aparna, and Van Niman

Excused Absence: None

Staff Present: Seraphie Allen, Jeff Churchill, Glenn Coil, Kim Dietz,  
Becky Frey, Philly Marsh, Planning Department; Chris  
Wyatt, Executive Department

Recording Secretary: Carolyn Garza, LLC

### 2. Approval of the Agenda

- *MOTION to approve the agenda* by Commissioner Shefrin. MOTION seconded by Vice Chairperson Weston. *The MOTION passed unanimously.*

### 3. Approval of the Meeting Summary

- *MOTION to approve the October 26, 2022, agenda* by Vice Chairperson Weston. MOTION seconded by Commissioner Aparna. *The MOTION passed unanimously.*

### 4. Items from the Audience

*Mr. Bob Yoder, Education Hill*, thanked the Commission and stated that public notice should be encouraged on land use issues. Engagement is valuable for land uses, to work with the developer and staff on a timely basis to provide input.

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**5. Redmond Town Center (TWNC) Zoning Code Amendments (Public Hearing and Study Session)** - Public hearing on proposed Redmond Zoning Code Text Amendments for Town Center Zone, to be followed by a study session.

Attachments: [Memo](#)  
[Attachment A - issues matrix](#)  
[Attachment B - Revised Subterranean Parking Language](#)  
[Attachment C - Presentation](#)

Staff Contacts: [Glenn Coil](#), Senior Planner 425-556-2742

**Staff Presentation**

Mr. Coil introduced the topic.

Chairperson Nichols opened the Public Hearing.

**Public Hearing**

**Ms. Kristina Hudson, CEO of OneRedmond, - 8383 - 158th Avenue Northeast**, stated that OneRedmond is a partnership organization focused on economic development in Redmond, and is the combined chamber of commerce, community foundation, economic development, and community development enterprise for Redmond. As a representative of small businesses, non-profits and larger businesses, the value of the Redmond Town Center project and the vitality that will be brought to the community will be realized. In addition, the increase in density of residential and office is key to small business resiliency. Creating a mixed-use environment will help to increase foot traffic in restaurants and retail, also giving the community an opportunity to maximize the proximity of the new light rail station. As an economic development organization, OneRedmond knows that businesses make decisions regarding where to locate based on variables, two of which are quality of life and community vitality. Our region has seen enormous growth and more growth is coming. This project is a significant opportunity for the future of Redmond.

**Mr. Bob Yoder, 10019 - 169th Avenue Northeast**, stated that the future is now for Redmond Town Center, and that what is built today will set the stage for Nelson Village and the other ten owners. Redmond Town Center will someday be a regional destination and something to be proud of. There should be enormous public input. Critical benefits may significantly incent building heights such as covered common areas or plazas, supplementing the downtown park seasonally; live music, dancing, food for all cultures, play areas for children, a bi-annual community non-profit fair for inclusion, queer crosswalks, and artwork. Affordable housing and creative architecture and engineering are important. Views to reclaim the downtown ring of trees lost to the six story buildings and rooftop nightclub entertainment were other suggestions. Mr. Yoder stated that a copy of a written statement would be sent. Lastly, the twin nine-story tower at the old post office

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site will be three stories less than the proposed at Redmond Town Center and interesting to see built.

**Mr. Nick Mosher, 7405 - 168th Avenue Northeast**, stated being excited about the project adding amenity options to the area within walking distance of residents and not requiring travel. The redevelopment is needed to revitalize the area. Town Center may not survive another ten years without a significant proportion of effort. Town Center should be the hub of Redmond. Changing the look and feel, adding to what already exists is important.

**Ms. Dora Lee, representing Andrea Kim, owner of Lani's Tailor & Atelier in Town Center**, stated that sales have grown exponentially since moving to the current location, and being in support of development and growth. Residents express excitement about proposed changes. Growth is always beneficial.

**Mr. Patrick Woodruff, Hines (applicant)** displayed a presentation giving additional context to the project issues matrix from the previous study session and design renderings. A project website has been created for feedback and outreach meetings have been held. Additional open houses will be conducted onsite.

**Ms. Katie Kendall, land use counsel for the applicant, 701 - 5th Avenue, Seattle**, stated that in response to Council comments, amendments were revised to only apply to the expanded mixed-use zone and reflect changes necessary to redevelop and revitalize the retail core. A minimum amount of retail in the core will be required to be retained through a development agreement. Under current code, hotel uses in Redmond Town Center are limited to eight stories and the code amendment increases occupiable floors to nine. The additional three stories are for parking above grade. Replacing surface parking is critical. An incentives table was displayed.

**Ms. Rosemarie Ives (virtual), Northeast 98th Street, Redmond**, stated that the Master Plan was and still is very important. The property owner was aware of the original Master Plan, the parameters of existing zoning, the high-water table, and limitations of infrastructure such as stormwater when purchased. Although city staff has an obligation to process the application, there is no guarantee that a request will be approved. Redmond needs to review with a critical eye what is best for residents and not developers. The city has a responsibility to facilitate a community process that would provide actual data on existing retail, commercial and housing. The greater context of downtown and the sub-context of Town Center must be considered together and only then can a new grand vision be created. Not having a vision or Master Plan is a serious omission in good public process. A twelve-story building with three stories of parking will bring in more cars for unneeded jobs and where most housing will be unaffordable. Recommendations from staff are premature without the Master Plan process. It is more important to preserve the remnants of the best of Redmond rather than to allow Redmond to become an experimental laboratory for developers and planners who do not live in Redmond and will not live with the consequences. It is time to do better, voting no until a Master Plan process occurs.

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There were no further requests to speak. Chairperson Nichols stated that verbal comments were now closed, but that written comments would remain open. Chairperson Nichols noted that emails had been received from several parties.

- *Chairperson Nichols **closed the Public Hearing** for verbal testimony, but written testimony would remain open.*

### **Study Session**

Chairperson Nichols opened with number one on the issues matrix, clarification regarding code amendments. Commissioner Aparna asked if the Hines timeline is accurate in terms of what the city expects for Redmond 2050. Mr. Coil replied that generally, yes, the timeline is accurate with some flexibility. There were no further questions and Chairperson Nichols closed the issue.

Number two on the issues matrix was regarding city council. Commissioner Weston complimented staff on the level of detail in the issues matrix reply and stated that the Issue could be closed.

Number three on the issues matrix was regarding future redevelopment. Commissioner Aparna asked if additional review meetings could be required where more public input could be received. Mr. Coil replied that a change to the zoning code would be necessary. Mr. Churchill clarified a comment by Mr. Coil regarding the Design Review Board by stating that meetings are public but not televised. The Design Review Board does not recommend a project for approval until the project meets code requirements, and as many meetings as needed occur. Commissioners Shefrin and Weston stated being satisfied. Chairperson Nichols stated that the Master Plan and Development Agreements still move through city council and that there are many opportunities for public engagement. The Issue was closed.

Number four on the issues matrix was regarding development regulations. Commissioner Aparna asked if the incentive package for the project could be codified if consistent with the Comprehensive Plan and Mr. Coil replied correct. Commissioner Aparna asked if references to LEED standards are not codified and Mr. Coil replied not as part of the Climate Emergency Declaration, but as part of the adopted Environmental Sustainability Action Plan. Mr. Churchill clarified that LEED Silver is what was referred to by the Council in the Climate Emergency Declaration, but not existing in code. Commissioner Aparna explained the LEED process and stated that the project would receive many points because of proximity to public transit and location. By complying with minimum State code, more points will be received with little effort. The comment could be written out and submitted to the Commission. A project score is needed in all categories, not only categories already scoring high before construction has begun. Chairperson Nichols stated that the Environmental Sustainability Action Plan rather than the Climate Emergency Declaration should be prioritized. Mr. Churchill replied that the Environmental Sustainability Action Plan does not have a standard set for new private construction in the

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same way that the Climate Emergency Declaration does. Both were adopted at the same time and should be consistent with each other. Comprehensive Plan policy indicates that incentives should look at green, sustainable building. The Climate Emergency Declaration provides a publicly-available declaration of Council intent. The Planning Commission is not required to recommend the standard. Chairperson Nichols asked if the Planning Commission could recommend a different path if the standard does not meet the intent, and Mr. Churchill replied yes. Commissioner Aparna stated that the intent of green building must be met, foreshadowing Redmond 2050 in some way, and stated being satisfied with closing the topic. Chairperson Nichols stated that an open topic remained, a request for more information regarding the relationship between the Plan and Declaration and suggested adding as an additional and separate Issue. The issue was closed.

Number five on the issues matrix was regarding parking at Town Center related to then leaving on foot for other destinations. Commissioner Weston stated appreciating the level of information provided. Parking validation works in Bellevue from a consumer perspective but here there will still be many cars present. Parking clarifications by Hines have been helpful. Chairperson Nichols closed the Issue.

Number six on the issues matrix was regarding access to the light rail station. Commissioner Gliboff added to the list of access options by Mr. Coil that a large park-and-ride is to be built next to the Marymoor Village Station and a dedicated station park-and-ride should not be necessary in Downtown. Commissioner Weston replied that many of the park-and-ride spaces will be reservable for commuters, so there may still be a challenge without a dedicated, reserved space. There will be tension and competition for parking. Chairperson Nichols closed the Issue.

Chairperson Nichols stated that one new issue had been added to the issues matrix.

Commissioner Aparna asked for clarification that parking incentives include EV charging and parking and asked if a business continuity plan will be part of a development agreement.

Commissioner Shefrin asked if there would be ownership opportunities as opposed to rentals in Redmond Town Center. Mr. Churchill replied that ownership housing is more expensive for a developer to include than rental affordable housing in prior experience. The expectation is that without an ownership incentive, the most likely result will be rental housing. Commissioner Shefrin stated that the term affordable is being referred to as simply market rate.

Commissioner Aparna asked what will happen to the Archer Hotel, a relatively new building. Mr. Coil replied that the applicant could provide a response to that question.

**6. Redmond 2050 - Overlake Regulations (study session):** continued study session on proposed amendments to the Redmond Zoning Code (RZC) for Overlake.

Attachments: [Memo](#)  
[Attachment A - Draft Development Standards Table](#)  
[Attachment B - Presentation Slides](#)



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Staff Contact: [Becky Frey](#), Principal Planner 425-556-2750  
[Lauren Alpert](#), Senior Planner 425-556-2460

### Staff Presentation

Ms. Frey presented the topic, International District.

Commissioner Aparna stated that whatever is done should be flexible as culture and demographics change. The only exclusions should be what is unacceptable such as hate symbols, for the design standard as well. Public art and performances could include cultural education.

Commissioner Shefrin stated agreement with Commissioner Aparna and suggested a recognized cultural council, involving stakeholders. Ms. Frey replied that staff are attempting to find ways to support businesses while having community-based maintenance. The Arts and Cultural Commission could be the group to develop ideas for code updates. Reviews of the area will be different and require training of Board members and Commissioners. Commissioner Shefrin stated that the subject would be an ongoing conversation.

Commissioner Gliboff stated that the development will not be a perfect process but rather iterative requiring reflection. Ongoing engagement with the community will be needed. Ms. Frey replied that the idea of success from the community and not from the city is what is desired.

Commissioner Weston stated that OneRedmond could be a model for engagement in an International District and stated that space should be available to rent to celebrate and promote culture. Ms. Frey replied that the idea is being folded into Use Chart updates. The Park, Arts, Recreation, Culture, and Conservation (PARCC) Plan Update can be included regarding a large new park being developed in the same area.

Commissioner Van Niman asked if streets shown on a map are major thoroughfares as streets for festivals should be able to be closed off. Ms. Frey replied that the idea is being examined for a street that could be designated a festival street. Commissioner Van Niman suggested an arch at an entryway or something else to designate the space.

Commissioner Gliboff asked if incentives or grants relevant to the community could be discussed.

Commissioner Aparna stated liking the idea of smaller festival streets closed off, but that there could be two different events occurring on the same day. Sharing the common resource will need to be examined. Ms. Frey replied that other locations are being researched for times with multiple events. Commissioner Aparna stated that an ongoing neighborhood Council makes sense, a common space where potential challenges such as language barriers can be resolved. Ms. Frey replied that an organization could be responsible for the management and activation of spaces.

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Ms. Frey continued the presentation with Incentives.

Commissioner Van Niman asked, regarding incentivizing spaces, for clarification that there is a body at city permitting that would control business allowed to operate. Ms. Frey replied no, that in theory a program would be in place to review development. If a program is in a proposal, the project would earn points towards incentives. Commissioner Van Niman asked for clarification that points would be awarded as the new space is being built, and Ms. Frey replied yes. Commissioner Van Niman asked what would prevent the takeover of a space, and Ms. Frey replied that this is the reason that multiple types of incentives, programs, and active partnerships are tools. Commissioner Van Niman asked if back-end issues would be discussed later, and Ms. Frey replied that staff still needs to determine a starting point and the key objectives and resources of partners in play. Commissioner Van Niman asked for clarification that the mechanism exists that the city has a right to control a created district. Ms. Frey replied that the city has a right to develop an incentive program that, if participated in voluntarily, will earn extra points. The city does not have the right to control if a business can be in a spot or not. Commissioner Van Niman asked how much control the city would have after 20 years. Chairperson Nichols stated that there is a structure in place for, in example, affordable housing and the same could be done for affordable commercial. Ms. Frey replied that staff is in the process of determining long term affordable commercial ideas. Different types of support should be available for different types of businesses. Non-profit organizations or an entity such as OneRedmond may become involved.

Commissioner Shefrin asked what the overall square footage at build-out would be. Ms. Frey replied that numbers are being run at this time. Commissioner Shefrin asked if allocation, in example no less than 12,000 square feet for restaurant space, would be considered. Ms. Frey replied that in the past, Floor Area Ratio (F.A.R). refinements were adopted in the code update, and feedback is that this is difficult from a developer perspective. Other feedback is that the city needs to facilitate adaptive reuse, not managing the use but managing the building so that the use can evolve over time. The incentive program is taking the place of set allocation. Commissioner Shefrin asked for clarification regarding accruing points and Ms. Frey explained the incentive point process.

Commissioner Aparna asked if a market bazaar would be allowed in the International District. Ms. Frey replied that food related requests are going to be included and definitions of food and beverage are being examined.

Commissioner Van Niman asked for clarification that a market bazaar would be central and authentic, with stands selling items that could not be sold through as a storefront and not necessarily food. Ms. Frey replied liking the idea and that considerably more incentive points could be awarded for features the city wants to see built.

Ms. Frey stated that any other ideas can be emailed. Among next steps will be pinpointing use-based conversations, preparing incentive drafts and code framework, and community and stakeholder engagement. Specific questions are regarding 100% impervious surfaces,

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regarding the minimum amount of growth needed to achieve density, and regarding rear end sidewalk setbacks.

Commissioner Weston asked what happens to water in a storm in a 100% impervious situation. Ms. Frey replied that regional stormwater facilities are connected to, not onsite. Commissioner Weston asked where the water would go. Mr. Churchill replied that stormwater in Overlake mainly goes to Kelsey Creek. Underneath a parking lot there is a detention vault to control flow. Other regional vaults have no bottoms and water goes directly into the ground. Commissioner Weston stated that Bellevue has had major drainage issues in the past and asked what implications could be with 100% impervious rather than managing some water onsite. Ms. Frey replied that in the area, there is not an ability to manage onsite due to soil. It is better stormwater management to use the regional facility from a soil perspective. Commissioner Weston asked if regional facilities need to be larger than currently planned due to increased growth. Ms. Frey replied that infrastructure impacts would be identified. Mr. Churchill replied that the expectation is that demand on stormwater would increase minimally and that there may be a combination of connection to the regional system for part of drainage and infiltrating the rest on site. Ms. Frey replied that the stormwater utility may be interested in Purple Pipe recycling.

Commissioner Aparna stated that the back end of many urban environments are not managed well and garbage, unsightly issues due to density need to be planned for.

Commissioner Van Niman stated that a question posed by staff was not understood and that pictures would be helpful. Ms. Frey replied that the questions can be revisited at a later meeting and that staff would gather more information.

Ms. Frey stated that the testing phase is beginning with community stakeholders. A public hearing is planned for spring 2023. A code package will be available for review in months.

➤ *Discussion only. No action taken.*

**7. DRAFT Economic Vitality Element - Draft 2 (Study Session):** staff will provide an update on the second draft of the Economic Vitality Element as part of the Redmond 2050 Comprehensive Plan Update.

Attachments: [Memo](#)  
[Attachment A - Economic Vitality Element - issues matrix](#)

Staff Contact: [Glenn Coil](#), Senior Planner 425-556-2742

**Staff Presentation**

Mr. Coil introduced the new Economic Development Manager, Philly Marsh.

Mr. Coil gave the last presentation.

Regarding number one on the issues matrix, Business Districts, Commissioner Van Niman asked for clarification that an example of a business district is what has been discussed,

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and Mr. Coil replied for Overlake, correct. Mx. Allen replied that the business district would support businesses but framed more around a cultural theme and expectation. Commissioner Van Niman asked for clarification that the businesses desired to be attracted determine the district and Mx. Allen replied that, in example, the Seattle International District contains cultural art and placemaking overlay related to celebrating the historic immigrants established there as well as crossover businesses. Chairperson Nichols stated that the issue could be closed.

Regarding item number two, Smart Cities, Chairperson Nichols stated that surveillance is a concern. Commissioner Gliboff stated objecting to the issue even more strongly at this time, as privacy concerns have not been addressed and that similar privatization of public services had been abandoned after concerns in Toronto, Canada. Commissioner Gliboff proposed that there be language that strongly limits the degree that private companies can play or simply striking the policy. Commissioner Weston stated that sensors have value, but that policy should be written thoughtfully around them. Chairperson Nichols replied that it is hard to know where risks are and that sensors represent data that can be combined with other data to establish where a person has been. Commissioner Weston stated that the scenario happens, but sensors are not necessarily tagged to people but rather assets and stated seeing both the value and privacy concerns. Commissioner Aparna stated agreement with Commissioner Gliboff and that the value will be in the management of utilities, in example, the Puget Sound Energy Smart Meters. Using sensors as a planning tool at the highest level versus at a utility level can be considered. Privacy concerns related to cameras and individual behavior is understood, but to manage the back end such as stormwater and water quality has value. The policy could also be struck. Commissioner Van Niman stated that if there are to be exclusions, intentions may need to specifically be laid out. Commissioner Gliboff stated that the technology is not intrinsically bad, in example, Police body cameras. Opposition is to a broad approval of Smart Cities technology. New technologies should be considered as emerging and not excluded at this time to upgrade systems in the future. The issue is which entity will have access to data and how the data is stored. The current process should continue, not including the proposed policy. Chairperson Nichols stated agreement with Commissioner Gliboff, and that allowing smart technologies should be on a case-by-case basis which the proposed policy would not allow. Commissioner Weston asked if Redmond has a standard process to evaluate Smart City projects. Mr. Coil replied not knowing the answer, and that the Smart City conversation is related to growth management and the Comprehensive Plan. Commissioner Aparna asked if the term Smart Cities could be replaced with encourage city planning to use technology to increase efficiency while keeping individual privacy in mind, and for city infrastructure. Mr. Coil replied that the city being proactive in modernization improves quality of life and is attractive from an economic vitality perspective. The term Smart Cities may imply some negative implications. Commissioner Gliboff stated that a policy is not needed that states technology is always good. Decisions regarding technology will go forward regardless of a policy such as proposed. If the point is quality of life, the proposed policy is not relevant. Better, more reliable, and robust services and not simply efficiency should be the goal. Mr. Coil stated that Smart Cities are addressed in Transportation, Utilities and Capital Facilities elements elsewhere and

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possibly Housing. Commissioner Weston asked for clarification regarding air quality sensors in the event of another wildfire event, or seismic sensors for earthquakes, and Mr. Coil replied that these would not be covered in the Comprehensive Plan. Mr. Churchill replied that air quality can be argued to be important to the health of a city. Commissioner Gliboff stated that any policies written can be assumed to include adding technologies, and a policy is not needed which states that technology is good. Chairperson Nichols added that technology can preserve and enhance local arts, cultural recreation, night life, social amenities and promote a distinct identity for Redmond. Mx. Allen replied that city Council has directed the TIS Director to imagine broad Smart Cities technology ideas, in example, around Business Licenses, but that the umbrella term of Smart Cities is understood to be of concern.

Commissioner Gliboff stated that technologies should be opted in one at a time, democratically, and being uncomfortable of the broadness of an umbrella policy.

Commissioner Aparna stated that privacy and transparency of data must be incorporated into the policy if the policy were to be put into place. A resident must be able to access owned personal data at any time. Commissioner Aparna stated being okay with not having the policy, also.

Commissioner Shefrin asked if a statement could be included that an adverse impact assessment would be performed before a technology is implemented.

Chairperson Nichols stated that the Commission would not be able to resolve language. City Council has expressed that the policy should be adopted.

Commissioner Van Niman stated that staff should have the ability to make decisions regarding installing sensors in a way that fits within the budget without Council approval. Ms. Frey replied that items are added to utility poles, an investment that does require Council approval. Commissioner Shefrin asked if Council would be involved if within staff budget, and Ms. Frey replied that if not allocated as a part of the budget, Council is involved, and a policy would be needed related to the situation. Mr. Churchill replied that staff must work within the framework adopted by the city Council. Chairperson Nichols stated that the city does budgeting by priorities. Commissioner Van Niman asked for clarification about when there is not a specific policy to address a situation. Mr. Coil replied that when there is no clear guidance, what can be done is not clear. Ms. Frey replied that staff would be unlikely to monitor in this way without a broader discussion but can be researched. Commissioner Van Niman stated that new technology at this time will be normal in five to ten years.

Commissioner Aparna stated that minimal safeguards can be added that can become specific safeguards later. Mr. Churchill replied that input had been very helpful towards a final draft.

➤ *Discussion only. No action taken.*

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**8. Staff & Commissioner Updates**

Mr. Coil stated that the November 9, 2022, meeting will be a diversity training session. The November 16, 2022, meeting will be a study session for Redmond Town Center. Mr. Churchill stated that growth management had been an intended topic at the last retreat, but time had run out, so if there is time on November 16, 2022, or December 7, 2022, the topic will be on the Agenda.

➤ *Discussion only. No action taken.*

**9. Adjourn - 9:47pm**

➤ *MOTION to adjourn* by Vice Chairperson Weston. MOTION seconded by Commissioner Van Niman. *The MOTION passed unanimously.*

**Minutes approved on:**

**December 7, 2022**

**Planning Commission Chair**

DocuSigned by:

*Sherri Melhols*

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## Exhibit F

Redmond Planning Commission

Redmond Zoning Code Text Amendments

Public Comments received

Updated 12.21.2022

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(ordered by author, click on name to go directly to party's comments)

[Chu](#)

[Isakova](#)

[Ives](#)

[Markl](#)

[McCormick](#)

[Ullom](#)

[Yoder](#)

[Hines \(applicant\)](#)

## Glenn Coil

**From:** Gerry Chu <mastica@gmail.com>  
**Sent:** Thursday, October 27, 2022 9:33 PM  
**To:** Planning Commission  
**Subject:** Redmond Town Center - connect to Marymoor Park

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

I'd like to propose as a public benefit for Redmond Town Center redevelopment a ped/bike tunnel or bridge under/across 520 and Bear Creek that would allow residents of Redmond Town Center and Downtown Redmond a way to directly get to Marymoor Park, without having to go the roundabout ways through Marymoor Village or the Sammamish River Trail. (See diagram below)

Downtown Redmond is growing in population and lacks green space. Marymoor Park, (which is so close that you can see it from downtown, especially from the new apartment buildings) has green space in abundance. But:

- 520 cuts off Marymoor from downtown
- Marymoor very car-centric
- Going around is very inconvenient

A short 0.13 mile tunnel or bridge would heal the gash of 520 and reconnect Redmond to Marymoor!

Thank you for your consideration,  
 Gerry Chu





## Glenn Coil

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**From:** Yelena Isakova <isakova@gmail.com>  
**Sent:** Wednesday, November 2, 2022 6:47 PM  
**To:** Glenn Coil  
**Cc:** Oleg Isakov; Planning Commission  
**Subject:** Re: Public comment land-2022-00254

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

On Wednesday, November 2, 2022, Yelena Isakova <[isakova@gmail.com](mailto:isakova@gmail.com)> wrote:

Hello Glenn,

I have been a resident of Redmond city center for over 10 years.

I have several concerns about the proposed rezoning to 12 story in Redmond town center

1) transportation issues. Redmond way is already over congested . Despite light rail, many areas of Redmond like Costco are not easily public transport accessible and people will still rely on cars . Therefore by more than doubling residents in town center area, transportation and gas pollution on narrow streets us a huge concern. Plus transportation blocks during massive construction like this

2) school capacity - most likely residents will be young families with young kids. Rezoning will put a toll on already at capacity elementary Redmond school and beyond

3) deteriorating green factor. So many trees have been destroyed with construction in Redmond already . Linden trees in Cleveland street were mostly removed for example. Rezoning will impact mature maple trees in bear creek parkway. Which will be replaced with young trees that will take forever to mature. It impacts air quality and unique atmosphere/charm of Redmond

Appreciate taking concerns into account. Best

Yelena isakova

4259223972

## Glenn Coil

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**From:** Yelena Isakova <isakova@gmail.com>  
**Sent:** Friday, November 4, 2022 11:21 AM  
**To:** Planning Commission; Glenn Coil  
**Cc:** Oleg Isakov  
**Subject:** Re: Public comment land-2022-00254

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

Hello

Appreciate you getting back to me on this! I am curious if there will be other opportunities for public comment in person before a decision on zoning is made?

I was not aware/ it was not clearly advertised that there was a 5pm deadline to submit the name to speak up at 7pm public hearing...

I am concerned that the quality of life, I bought into in Redmond 10 years ago, is in jeopardy.

I have observed exponential growth in REdmond which is great. However, at certain point the marginal benefit to REdmond residents becomes small, while quality of life is lost

After listening to the public hearing on November 2, I now understand better the plan of 3 floor above grade parking due to shallow aquifer +additional 9 floors residential .

Given this understanding, a few more important considerations:

1) Did the Developer do the study on the vacancy rates in REdmond? The 9 story residential is very aggressive. There is so much high density residential in close proximity, that the RTC retail success would be comparable with, let's say, 5 floors residential common in redmond. Besides the Developer's profit maximization, I don;t see the driver of the 9 residential .

2) Difference between "5 over 2" mix use space currently in REdmond vs :9 over 3" has huge impact on quality of life of REdmond residents. Based on my conversations with architects I know, the proposed "9 over 3" approach would change the microclimate around Redmond town center with additional shading and shadows. This will impact resident;s quality of life , as well as , environment.

3) I understand for the Developer going UP in construction is more cost efficient than spreading out the foot print. Why don;t they build a separate 6 story parking garage and build lower residential which is aligned with the LOWER height common in the rest of redmond? Was it considered?

Thanks

Yelena Isakova

On Thu, Nov 3, 2022 at 4:32 PM Planning Commission <[planningcommission@redmond.gov](mailto:planningcommission@redmond.gov)> wrote:

Hi Yelena, Redmond Planning commission has received your comments.

Appreciate you taking the time to provide your thoughts.

glenn

## Glenn Coil

Senior Planner, City of Redmond

425-556-2742 [gcoil@redmond.gov](mailto:gcoil@redmond.gov) [www.redmond.gov](http://www.redmond.gov)

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**From:** Yelena Isakova <[isakova@gmail.com](mailto:isakova@gmail.com)>

**Sent:** Wednesday, November 2, 2022 6:47 PM

**To:** Glenn Coil <[gcoil@redmond.gov](mailto:gcoil@redmond.gov)>

**Cc:** Oleg Isakov <[isakov@gmail.com](mailto:isakov@gmail.com)>; Planning Commission <[planningcommission@redmond.gov](mailto:planningcommission@redmond.gov)>

**Subject:** Re: Public comment land-2022-00254

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

On Wednesday, November 2, 2022, Yelena Isakova <[isakova@gmail.com](mailto:isakova@gmail.com)> wrote:

Hello Glenn,

I have been a resident of Redmond city center for over 10 years.

I have several concerns about the proposed rezoning to 12 story in Redmond town center

1) transportation issues. Redmond way is already over congested . Despite light rail, many areas of Redmond like Costco are not easily public transport accessible and people will still rely on cars . Therefore by more than doubling residents in town center area, transportation and gas pollution on narrow streets us a huge concern. Plus transportation blocks during massive construction like this

2) school capacity - most likely residents will be young families with young kids. Rezoning will put a toll on already at capacity elementary Redmond school and beyond

3) deteriorating green factor. So many trees have been destroyed with construction in Redmond already . Linden trees in Cleveland street were mostly removed for example. Rezoning will impact mature maple trees in bear creek

parkway. Which will be replaced with young trees that will take forever to mature. It impacts air quality and unique atmosphere/ charm of Redmond

Appreciate taking concerns into account. Best

Yelena isakova

4259223972

## Glenn Coil

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**From:** Rosemarie <ivesredmond@aol.com>  
**Sent:** Wednesday, November 2, 2022 8:06 PM  
**To:** Planning Commission  
**Cc:** City Clerk; Seraphie Allen  
**Subject:** November 2, 2022 Planning Commission Testimony  
**Attachments:** NovemberTCPCTestimony.docx

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

Attached is my testimony presented to the Planning Commission regarding Town Center. Please enter into the record. Thank you.

Rosemarie Ives

Good evening. My name is Rosemarie Ives, I live in Redmond and was the mayor from 1992-2007. In 1993, Town Center's new open-air design, met over thirty conditions in the original masterplan, was approved and constructed. **I cannot emphasize enough how important the masterplan** of this most significant, sales tax generating parcel of land in all of downtown Redmond ***was and still is today!***

Tonight, I want to talk about how premature it is to consider any changes to the Fairbourne property that are *outside* existing zoning and conditions for development. This property owner was well aware of the original master plan, the parameters of existing zoning, the highwater table and the limitations of infrastructure such as stormwater when they purchased the property. Fairbourne knows very well that although City staff has an obligation to process its application, there is *no obligation or guarantee* to approve the request.

This is where the City has run amok reacting to how to meet the developers interests, rather than reviewing with a critical eye toward what is best for the people who call Redmond "home" and implications for other TC properties. Master planning Town Center with ALL property owners, the public, and other interested parties sounds like good planning and makes common sense, doesn't it? It is the City's responsibility to facilitate a community process that would provide actual data on existing retail, commercial and housing for the Fairbourne property, for all the remaining Town Center properties and for all of downtown Redmond . The greater context of downtown and the subcontext of Town Center must be considered together. Everyone should know what exists, *what capacity with building heights remains under existing zoning for all properties*, before any deviation from existing zoning and conditions be considered. *Only with that context* of very important data ,*can we together create a new, grand vision* for Town Center. **No vision, no masterplan is a serious omission in good public process!** To approve any of this application now will result in the rest of Town Center redevelopment happening haphazardly.

Specifically I object to any 12 story buildings at Town Center and in downtown. People hate the cavern on Cleveland Street, we don't need more. 12 story buildings with three stories of parking will bring in more cars into Town Centers narrow streets that function nicely now, but are destined to be gridlocked by 9 additional stories of more unneeded jobs or a majority of housing there being unaffordable.

In conclusion, these recommendations from staff are premature without the process I described happening first. Regardless of staff's recommendations, Planning commissioners serve to represent the people of Redmond, first and foremost. It is more important to preserve what remnants of the best of Redmond remain, rather than allowing our hometown to be an experimental laboratory for developers and planners who don't live in Redmond and don't have to live with the consequences. Now that you have heard me out, ***you hopefully know better. It's time to do better.*** For now that means voting "NO" until a visioning and master plan process occur.

Thank you.

## Glenn Coil

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**From:** Tom Markl <tommarkl@nelrem.com>  
**Sent:** Thursday, December 1, 2022 10:50 AM  
**To:** Planning Commission  
**Subject:** Redmond Town Center Proposed Code Amendment  
**Attachments:** RE Redmond Town Center Proposed Code Amendment.pdf

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

Members of the Planning Commission,

Please see my attached letter in support of the proposed code amendment for Redmond Town Center.

Thank you.

Best,

Tom

Thomas L. Markl  
CEO



16508 NE 79<sup>th</sup> Street  
Redmond, WA 98052  
Tel: (425) 881-7831  
E-Mail: [tommarkl@nelrem.com](mailto:tommarkl@nelrem.com)



16508 NE 79<sup>th</sup> Street  
Redmond, WA 98052  
(425) 881-7831 Fax: (425) 881-5063

December 1, 2022

Planning Commission Members,

I am writing in support of the proposed Redmond Town Center Code Amendment.

Redmond Town Center is a failed retail venue. This is a consequence of an outmoded design as well as changes in consumer buying habits due to the internet. Because of its proximity to the new light rail station and location in the heart of Downtown, it is important for Town Center to thrive if Downtown Redmond is to thrive.

There is a saying in the real estate business that "time kills all deals." Town Center has an owner that is willing to make a significant investment to revitalize Town Center. This opportunity to revitalize our Downtown should be seized. In the real estate business time really is money. It is important to approve the proposed code amendment soon, rather than waiting for Redmond 2050. Delay will only increase the probability that this needed investment in our Downtown might not happen. Changes in corporate management, changes in the cost of construction and financing, and the appearance of other opportunities for the company to use the necessary capital all could arise. The City of Redmond has nothing to gain by delay and potentially much to lose.

We appreciate that the Redmond 2050 growth goals will result in a more urbanized environment in Redmond. Downtown Redmond can no longer be a low-rise suburban car-centric convenience shopping district. The Downtown needs greater density to accommodate growth. Retailers, restaurants, and other service providers need a larger customer base to survive – residents who shop in the evening and on weekends, and workers who will patronize businesses during the working day. Because of our high water table, buildings will also need to be taller to accommodate parking and facilities requirements that cannot be placed underground. This means that buildings of twelve stories or more are necessary and appropriate. In urban environments density brings vitality.

I urge you to promptly approve the proposed Redmond Town Center Code Amendment.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Markl", is written over the word "Sincerely,".

Thomas L. Markl  
CEO



## Glenn Coil

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**From:** Nancy McCormick <nmccormi@halcyon.com>  
**Sent:** Wednesday, November 2, 2022 5:35 PM  
**To:** Planning Commission  
**Subject:** FW: Redmond Town Center Public Hearing

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

Good evening Planning Commissioners,

Please include this email as part of the Public Hearing scheduled for this evening, regarding Redmond Town Center Zoning Code changes – Redmond Zoning Code Text Amendments: Town Center Zone (LAND-2022-00254/SEPA-2021-00452). Council approved (in July) some of the changes proposed by Redmond Town Center, including policy D11:

**Ensure that building heights in the Downtown respect views of tree lines and adjacent hillsides and contribute to the development of an urban place that feels comfortable for pedestrians.** Achieve this by limiting building heights to five and six stories in general and by allowing exceptions for additional height in a portion of the Town Center zone and elsewhere when accompanied by *exceptional public amenities*. or project components that advance business diversity, housing or environmental sustainability goals.

I am vehemently against an increase in building heights to twelve stories, for a number of reasons. First is directly tied to Policy DT11 – respect views of tree lines and adjacent hillsides. In my entire time of living in Redmond, some 44 years, what I have loved most about Redmond is the trees. Standing Downtown and seeing the trees surrounding Downtown on all hillsides, one would never know that a population of over 75,000 have homes in the shadows of those trees. Redmond officials have done a wonderful job of protecting trees as long as I have lived here.

As a Planning Commissioner long ago, the one thing we always talked about (and I believe is mentioned in the Development Guide) is that buildings, developments should be considered for their size, bulk, and scale in relationship to their surrounding area. Clearly, as the photo at the bottom of this email shows, the proposed twelve stories would stick out like a sore thumb.

As a Councilmember, we talked about heights for the Downtown as “we don’t want to be Bellevue.” Now I hear from my Redmond Physical Therapist that she hears from Sammamish clients, “we don’t want to be Redmond”. I also read a lot of comments from Redmond Citizens on social media that they don’t like the current appearance of Downtown Redmond, i.e. the six to eight story apartment buildings. There are many reasons they express and those reasons apply to the work the Planning Commission should be doing before approving this particular Zoning Code Amendment. They don’t like or worry about the increased traffic, whether all forms of infrastructure such as sewers, can handle the projected growth, the economics of additional Downtown business zoning, especially with around only 40% of office workers returning to offices for work, sales tax revenue to the City, parking, views, shadows from taller buildings, schools.

A parallel issue to those issues is what does Redmond want to see happen in the rest of Downtown Redmond. Once twelve stories are allowed on the Redmond Town Center site, I believe it will be extremely difficult to prevent that level of building from jumping over lines on a map to the rest of Downtown, the precedent having been set.

Along with three other former elected officials, I initially supported Council and Planning Commission reviewing this amendment as part of the 2050 process. I still whole heartedly believe that should be the case and I believe that the level of study needed before decision making on the above (paragraph) issues would give everyone a solid basis for making an informed decision.

Further, given the lengthy history of the original approval that included annexation, land use, zoning, a master plan, and a tremendous amount of community engagement, I have been very disappointed in the City's lack of effort to host a public open house. An open house could have generated any number of exciting ideas for the future of Redmond Town Center, but most important citizens would have had a broader opportunity to give their opinions on what will be a major decision for the future of Downtown Redmond. If I were to guess, I would say probably fewer than 50 people are even aware of this proposal.

Please take your time with this application, by all means examine whether *exceptional public amenities* truly warrant additional building height, make certain every question has been answered to your satisfaction, extend the Public Hearing, call for an open house to fully engage Redmond citizens.

Sincerely,  
Nancy McCormick  
Former Redmond Planning Commissioner and Chair,  
Former Redmond City Councilmember and President

Photo lower right

Hallway (Hallway) - Nest    Zoning-Code-Text-Amendment-    PowerPoint Presentation

https://www.redmond.gov/DocumentCenter/View/25777/Redmond-Town-Center-Cor

my.yahoo.com-    (99) Facebook    Comics: Funky Win...    msnbc news, video...    The New York Time...

2 of 2

**Buildings**

**Future Phase**  
7 Story Multi-Family  
Ground Floor Retail  
Below-Grade Parking  
85' Building Height

+

**Two Office Buildings**  
9-Stories Office  
3-Stories Above-Grade Parking  
12 Stories Above Grade Total;  
~150' Building Height  
*Optionality to Change Use to Housing*

+

**One Multi-Family Building**  
7 Story Multi-Family  
Ground Floor Retail  
Below-Grade Parking  
85' Building Height

HINES | CONFIDENTIAL & PROPRIETARY

25

**Glenn Coil**

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**From:** John Ullom <ullomjw@gmail.com>  
**Sent:** Wednesday, October 26, 2022 11:03 AM  
**To:** Planning Commission  
**Subject:** FHR Main Retail Center, LLC  
**Attachments:** Clanton Lineup.JPG; Benhisownself.JPG

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

Dear City of Redmond Planning Commission Members,

My name is John Ullom, and I am a co-owner of Brick & Mortar Books, 7430 164th Ave NE, Suite B105, Redmond, WA, 98052. My co-owners are my wife and son. We opened our store five and on-half years ago in Redmond Town Center, and consider ourselves as stakeholders in the process of revitalizing Redmond Town Center. From our beginning we have sought to be a positive addition to the community of Redmond. We sponsor five book groups that hold monthly meetings in the store, and we are now back to holding three or four events per month at the store. These events help introduce local and national authors to the community. Two of the events this month attracted up to to three hundred people to meet children's authors. I have attached two pictures from the latest event with Ben Clanton a popular local writer and illustrator. People waited up to two and one half hours in line to meet Ben and have him autograph his new book, complete with a unique illustration on the title page.

These groups used the open common area in front of the store. Since long before we opened the store NE 74th has been closed to all but emergency traffic. This closed street provides usable, and needed open space to the center. Customers travel freely and safely between stores on lining both sides of the open area. Every weekend people come to The French Bakery and then cross over to our store with their children. When a Gold Fish Swim School class is over often the kids and parents walk across the street to look at the latest kids' books

We also work closely with Lake Washington Unified School District, the King County Library System and local private schools in planning events both in store at individual schools. We are holding our third Literacy Night at the store since the start of the school year next week. At each of these event elementary school parents, teachers and staff come to the store, and for two hours a portion of all sales go back to the school. Teachers and administrators will provide read aloud opportunities during these events. We also arrange for author visits to individual schools, this area supports a number of award winning childrens' authors and illustrators, and they are giving with their time.

Although it is not specifically discussed in the zoning language currently before the Commission, the issue of reopening this street to some form of traffic has been discussed in the public presentations leading up top this point. We have have watched and waited for the light rail station to open, believing this will provide a needed boost to commerce at Redmond Town Center, largely from new pedestrian traffic. The language used by Hines and others in discussing the center improvements have referenced some form of open traffic use for NE 74th, and it is our opinion as daily users of this space is that it would be harmful to the existing businesses. There has been no suitable response to our concern. We think that the unique ability to have a store that is not subject to more road noise, air pollution, and potential interactions between pedestrians and traffic is unmatched in other locations, be they University village or The Villages at Totem Lake.

It is our hope that the Planning Commission keeps the importance of this open space in mind as it enters into the design phase of this project. Help keep us an attractive place for pedestrians, bike riders, playing children and dogs!

Thank you,

John Ullom,  
 Brick & Mortar Books











## Glenn Coil

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**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Sunday, October 16, 2022 5:26 PM  
**To:** MayorCouncil; Planning Commission  
**Subject:** Redmond Town Center may have building up greater than 12-stories.

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

### ATTENTION PUBLIC:

The City of Redmond Planning Commission will hold a **Public Hearing at Redmond City Hall** Council Chambers, 15670 NE 85th Street, Redmond, Washington on **Monday, November 2, 2022 at 7 p.m.**

**SUBJECT:** Zoning Code Amendment for Town Center Zone to provide **incentives for additional height** in exchange for public benefits, along with minor clarifications to Zone design standards.

**REQUESTED ACTION:** **Planning Commission recommendation to Council** on the proposed amendment to the Redmond Zoning Code.

**PUBLIC PARTICIPATION** avenues to passively watch and listen to the Hearing proceedings.

1. Join in-person at City Hall, November 2, 7:00 pm
2. Watch Live on Comcast channel 21 or on [facebook.com/City](https://facebook.com/CityofRedmond) of Redmond.
3. Facebook.com/CityofRedmond,
4. or listen live by phone by calling 510-335-7371.

Active participation in the Hearing:

- **Public comment** can be provided in-person or by phone during the meeting by providing a name and phone number to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) now or no later than 5 p.m. on the day of the hearing.
- **Written public comments** should be submitted prior to the hearing by email to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the hearing date.
- **Comments are encouraged** and should be sent by email or mail to the planning [commissioner.gov](mailto:commissioner.gov). or to: Planning Commission, MS: P.O. Box 97010, Redmond, Washington, 98073.

FOR MORE INFORMATION about the proposed Redmond Town Center Code Amendment, Visit [redmond.gov/1860/Redmond-Town-Center](https://redmond.gov/1860/Redmond-Town-Center). Write to the Planning Commissioners if you have any serious comments and questions, or would like to be a Party-of-Record on this proposal, please contact Glenn Coil, Senior Planner, 425-556-2742, [gcoil@redmond.gov](mailto:gcoil@redmond.gov). A copy of the proposal is available at [redmond.gov/Planning-Commission](https://redmond.gov/Planning-Commission). If you are hearing or visually impaired, please notify Planning Department staff at 425-556-2441 one week in advance of the hearing to arrange for

assistance.

*COMMENT TO PLANNING COMMISSION: Since Council and Mayor are the final decision makers I suggest you write or call them if you need more information or have a comment ([mayorcouncil@redond.gov](mailto:mayorcouncil@redond.gov) - don't be shy.) My question is what are "the benefits" residents will receive by agreeing to additional height? And, how high will the Applicant go? I've heard the Planning Commission and high-level staff are seriously considering **30-story buildings in Overlake Urban Center**. They don't have an aquifer to worry about up there. I've learned the Applicant is concerned about the aquifer interfering with his ability to build subterranean parking. So if the Applicant "needs" to go up because of the aquifer what will be our benefit?*

*Most residents don't know Redmond Town Center is already zoned 12-stories. If the Applicant builds up from that (~15-20 stories) benefits should be 12-foot pedestrian lit sidewalks with landscaping on either side, leading to plazas or alleys, children's play areas, food truck facilitation, outdoor art, water fountains, covered retail and open space. The scope of two 25-foot buildings must be balanced, and ameliorated with mobility corridors and significant greenscape. 10-foot plus street trees and shrubs are necessary. Finally, it's imperative the Redmond Town Center development be in scope and character with Legacy Nelson Village. If it's decided Nelson or RTC will be eclectic, then urge the Director of Planning to move forward. Are there yellow Proposed Land Use Action signs posted with a QR code? Signed, Bob Yoder, 10/1/2022 425-802-2523.*

I'm submitting these comments to the Planning Commission and OMBS for the record.

Project: LAND-2022-00254.

Thank you for your consideration.

--

Bob Yoder  
425-802-2523  
[redmondblog.org](http://redmondblog.org)



## Glenn Coil

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**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Sunday, October 16, 2022 6:30 PM  
**To:** Planning Commission  
**Cc:** City Clerk  
**Subject:** November 2nd Hearing / RTC

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

Hello Commissioners -

This link is a follow up to an email I sent you earlier tonight about your RTC Hearing and recommendation.

<https://redmondcity.blogspot.com/2022/10/what-do-you-think-redmond-town-center.html>

I would like to be a Party of Record.

Thank you for your consideration,

--

Bob Yoder  
425-802-2523  
[redmondblog.org](http://redmondblog.org)

## Glenn Coil

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**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Monday, October 17, 2022 4:41 AM  
**To:** Glenn Coil  
**Cc:** Planning Commission  
**Subject:** RTC Hearing

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

RE: Redmond Town Center Hearing of November 2nd, 2022

### COMMENT:

I think views in downtown/Education Hill looking west towards Rose Hill, or east to Cascades, should be preserved. Also views of Mt Rainier from Overlake.

#### HOW CAN WE PRESERVE VIEWS WHILE BUILDING COMMUNITY?

There are some ways to do this. One option is to step buildings back more and more as they get taller. This is something that the city of Kirkland has used widely in Downtown to maintain sunlight at street levels, approachable dining +shopping, and views. Many other cities who want to maintain a walkable suburban environment have also engaged this design profile.

Step-backs with height allow for light to filter to street level at some parts of the day; avoids the “canyon” effect issues (no direct light at street level or into lower units...Something necessary for a better health in the Northwest dark winters...think the Heron Flats street); allows for trails and parks/sitting areas that invite the community to gather; makes for more approachable architecture; and many other benefits.

Another option is narrower, taller buildings like you see in Vancouver, BC. Think an area the size of the old Overlake mall across from Fred Meyer (yes, I know this is not Redmond....work with me for the example) where there might be five+ taller narrow buildings with parks, garden areas, water features, play areas, pet spaces, sports’ courts, and large open areas in between the buildings. Buildings would likely vary in height, with some quite tall and some medium-tall. Some may be office buildings, others might be condominiums, others might be rentals of all different sizes. Maybe there’d even be a senior apartment or assisted living place. This sort of design has been proven to invite the community to be part of this new development and invites the new development residents to engage in different ways with each other to build community. And it’s a great way to blend multi incomes, multi ages, and multi cultures.

#### BUT NOT ALL OPTIONS ARE AVAILABLE EVERYWHERE.

Not all of these options are appropriate for JUST ANY part of Redmond. For example, going taller is not available in downtown Redmond where there is a huge aquifer that is subject to liquefaction in a big earthquake, or settlement as climate change potentially lowers the water table. And buildings cannot provide adequate parking for taller structures plus retail, because there’s a limit to how far down you can go to preserve the aquifer. This aquifer provides the majority of Redmond’s water and all of it to the downtown area. Not to mention maintaining permeability for groundwater absorption to the aquifer. So perhaps downtown is better suited for transit – oriented development, with limited parking for residents with adequate parking for businesses...the set-back plan with wider sidewalks and plazas..

The option of taller buildings would work better in Overlake where the ground is more stable for deeper garages, taller buildings and more necessary infrastructure like wider roads (no need to worry as. Ugh about permeability). And underground electrical/plumbing/utility vaults .

The Willows business area might seem like a good growth space, but it is subject to sliding. And steep hillsides make community gathering spaces and retail less accessible. These land restrictions are all facts that were highlighted for those (few) who attended the community engagement Redmond 2050 meetings.<sup>[OBJ]</sup>

#### THE TRADEOFF... IS IT WORTH IT?

While these designs and community amenities are important for livability, attractiveness and enjoyment of our city, they also limit developers' profits, which can increase costs for purchasers and renters. And they add to costs for upkeep, insurance, etc. Yet, doesn't this seem like a fair compromise for a more attractive, livable, workable, shoppable, destination city?

The city can use their visions to force developers to work on unique compromises . Redmond would likely see improved property values, higher density in the most appropriate , transit-oriented areas. Not to mention, such designs that mass residential density, transit and parking are attractive for businesses, which ultimately also benefits the city coffers. <sup>[OBJ]</sup>

Would sales, property and other taxes/fees help offset some of the added expenses? is a compromise for a livable city with denser living, but light, inviting, safer spaces worth limiting massing (do we have to take our fair share of urban growth for Washington state laws)

#### OTHER IMPORTANT NEEDS/CONSIDERATIONS

As we look forward towards our next 30+ years, it is imperative that Redmond build an inclusive city. This means that we don't just build one and two bedroom apartments, it means we build family side spaces. The spaces need to be affordable for renting and eventually purchasing. There needs to be a wide variety of luxury and practicality. Families need to have flexible spaces that can be used for working at home, play rooms, whatever they need for a growing family need to offset this with more family-sized apartments and higher density, affordable housing: Homes that offer 3-5 bedrooms/rooms (like extra play/office space for families and those working at home), affordable housing options, both rent and owned, (ownership means higher commitment to the community), higher density apartments for lower/affordable rents (even tech workers who are single struggle with being able to afford studio rents...Especially when they get lured in with slightly below market rent and then see the rents go up by 15%, or more!—it's expensive to move, but expensive to stay...rent control may be inevitable to maintain a diverse community); and accessible street level businesses to encourage walking and community engagement (Also business rents help offset expenses for condominiums and apartment buildings).

Maybe we need to do some out-of-the-box thinking. How about a new model where HOA's and their management companies are nonprofit? Encourage nonprofit housing communities that don't look to pad the pockets of pension funds/REITS/Developers' & bankers' pockets.

Instead, these "non-profit" communities are managed so upkeep, maintenance, reserves and management fees equal HOA fees (most developers set way low HOA fees to star when everything is new/under warranty the developer is "managing " the property until it's sold out.... this sets most new communities way behind on their reserves By the time the developer turns over management duties to ownership.

Bob Yoder, 425-802-2523, 10019-169th Avenue NE, Redmond, WA, 10/17/2022  
(Co-authored with Camie Keyes, Redmond, WA. 10/17//2022)

**From:** [Bob Yoder](#)  
**To:** [Glenn Coil](#)  
**Cc:** [Planning Commission](#)  
**Subject:** Redmond Town Center Hearing - Public Notice  
**Date:** Monday, October 17, 2022 11:49:56 AM

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

Hello Mr.Coil -

Comment: I don't think the Extraordinary Notice Signs were installed with content within 21 days of the November 2 hearing. I could request the affidavit but won't. Below are further comments and code requirements.

<https://redmond.municipal.codes/RZC/App6>

## Appendix 6. Extraordinary Notice Requirements

### ***Responsibility for Installation and Removal of 4 X 8 Extraordinary Notice Sign:***

1. The applicant shall be solely responsible for the construction, installation, and removal of the sign(s) and the associated costs.
2. The sign(s) shall be erected at least 21 days prior to the public hearing. The applicant shall sign an affidavit, stating that the sign(s) were installed and the date and posting of property.

Director Carol Helland is the Administrator of Public Notice. I strongly doubt the applicant signed an affidavit stating the date of posting as being 21-days before November 2nd Hearing. I'm not going to Public Request this since I don't want to slow down the amendment process. In addition, I consider the Notice of Hearing satisfactory though ask for a supplemental Notice that easily and clearly explains the Comment options. An RCTV "advertisement" is recommended. I personally don't think it's right in this case to let Notice interfere with public process. But if the Administrator insists, so be it.

Bob Yoder  
425-802-2523

## Glenn Coil

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**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Monday, October 17, 2022 1:30 PM  
**To:** Glenn Coil  
**Subject:** Re: FW: RTC Public Hearing

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

Mr. Coil -

COMMENT FOR THE RTC AMENDMENT HEARING. (this is edited.)

A question is what are "the benefits" residents could receive by agreeing to additional height? And, how high will the Applicant go? I've heard the Planning Commission and high-level staff are seriously considering **30-story buildings in Overlake Urban Center**. They don't have an aquifer to worry about up there. I've learned the Applicant is concerned about the aquifer interfering with its ability to build subterranean parking. So, if the Applicant "needs" to go up because of the aquifer how will we benefit? And, how much can the aquifer take? Are there underground streams to worry about.

Many residents don't know Redmond Town Center is already zoned 12-stories. If the Applicant builds up from that (~15-20 stories) benefits should be many: 1-2 floors of covered parking, 70:30 affordable housing, 12-foot pedestrian lit sidewalks with landscaping on either side, leading to plazas and alleys, children's play areas, food truck facilitation, outdoor art, water fountains, covered retail and open space, green roofs. The scope of two 25-foot buildings must be balanced, and improved with mobility corridors and significant greenscape. *I strongly recommend a satellite Police station.* Drug addicts and derelicts from the light rail station may need supervision. 10-foot plus street trees and shrubs are necessary. Finally, it's imperative the Redmond Town Center development be in scope and character with Legacy Nelson Village. If it's decided Nelson or RTC will be eclectic or of differing character then it's critical the Director of Planning reaches into her tool bag to shape and design the Villages as envisioned. We can't afford another Marymoor Village design failure.

Bob Yoder, 425-802-2523  
10/17/2022

On Mon, Oct 17, 2022 at 1:15 PM Glenn Coil <[gcoil@redmond.gov](mailto:gcoil@redmond.gov)> wrote:

Hi Bob,

I will try to find more info on the signs and request for QR code.

Thanks,

glenn

## Glenn Coil

Senior Planner, City of Redmond

425-556-2742 ✉ [gcoil@redmond.gov](mailto:gcoil@redmond.gov) 🖱 [www.redmond.gov](http://www.redmond.gov)

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**From:** Bob Yoder <[redmondblog@gmail.com](mailto:redmondblog@gmail.com)>

**Sent:** Monday, October 17, 2022 1:07 PM

**To:** Glenn Coil <[gcoil@redmond.gov](mailto:gcoil@redmond.gov)>

**Subject:** Re: FW: RTC Public Hearing

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Glenn, nice signs but I don't see the QR code. Director.Helland agreed to posting them weeks ago.

Thank you,

Bob Yoder

425-802-2523

On Mon, Oct 17, 2022 at 8:21 AM Glenn Coil <[gcoil@redmond.gov](mailto:gcoil@redmond.gov)> wrote:

Hi Bob, my understanding is the signs are installed. See attachments.

glenn

## Glenn Coil

Senior Planner, City of Redmond

425-556-2742 ✉ [gcoil@redmond.gov](mailto:gcoil@redmond.gov) [www.redmond.gov](http://www.redmond.gov)

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**From:** Bob Yoder <[redmondblog@gmail.com](mailto:redmondblog@gmail.com)>

**Sent:** Saturday, October 15, 2022 1:28 PM

**To:** Glenn Coil <[gcoil@redmond.gov](mailto:gcoil@redmond.gov)>

**Subject:** RTC Public Hearing

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Glenn

Please install Extraordinary Notice Sign(s) for the RTC Hearing.

<https://www.redmond.gov/1860/Redmond-Town-Center>

Thank you,

--

Bob Yoder

425-802-2523

[redmondblog.org](http://redmondblog.org)

--

Bob Yoder

425-802-2523

[redmondblog.org](http://redmondblog.org)

--

Bob Yoder

425-802-2523

[redmondblog.org](http://redmondblog.org)



## Glenn Coil

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**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Thursday, October 27, 2022 5:00 AM  
**To:** Planning Commission  
**Subject:** RTC Presentation

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

Planning Commission - Thank you for the opportunity to speak last night. Below are some edits for your consideration. Thank you.

Scale, massing, cohesion and village character are important considerations that could lower the height if Council is unhappy. The Center's character should complement Nelson Village.

Public benefits are measured by emboldened **story heights**. These are conjectures.

1. Two 12-story buildings is the starting benchmark. Heights will be incentivized by benefits to the public.
2. Covered outdoor entertainment space and children's play area **1.0 story**
3. Covered retail is already in place.
4. Indoor / Outdoor common areas appointed with significant art (not all done by Oregon-based Carpenter) and water features. **1 .5 stories**. [Project One provided 12,118 sf to qualify for an extra story. 22,700 sf was the threshold. The building height increased from seven to eight stories in a very prominent location. Water feature. Over scoped) Project One sets the stage for the Nelson Village. Kinda scary.
5. Covered ped/bike urban pathway to light rail station and Marymoor corridor **.5 story**
5. Green Building Incentive Program: green walls, green roofs, trestles, "Silver medal" **.5 story**.
6. Affordable housing **1+1 stories**
7. City satellite police station
8. Community WiFi and coffee plaza / visitor center kiosk if included in open space. **.5 story**
9. Community bike repair, bike, e-bikes, charging stations, washing stations. Scooters under control please. **0.5 story**
10. City stoplight at SR520 gateway to parking areas - **subterrarium parking 1 + 1 stories if impeded by aquifer**.
11. architecture, art, wide sidewalks, plazas, set-backs, dynamic water feature **1+ 1 stories**
12. \*wayfinding, dog-sitting with wash, food trucks. (whistles and bells)

**10 + 24 = 34 stories OR 17 stories for each building,**

**If parking isn't hindered by the aquifer 8 + 24 = 32 stories, 16 stories for each building.**

--

Bob Yoder

425-802-2523

[redmondblog.org](http://redmondblog.org)

## Glenn Coil

---

**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Thursday, October 27, 2022 10:21 AM  
**To:** Planning Commission  
**Subject:** RTC presentation update

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

Hello Commissioners -

I adjusted my email to include additional stories (18 or 16, depending on parking.) Thank you. Details are below:

Public benefits are measured by **emboldened** story heights. This is all conjecture:

1. Two 12-story buildings is the starting benchmark. Heights will be incentivized by benefits to the public.
2. Covered outdoor entertainment space and children's play area **1.0 story**
3. Covered retail is already in place.
4. Indoor / Outdoor common areas appointed with significant art (not all done by Oregon-based Carpenter) and water features. **2 stories**. [Project One provided 12,118 sf to qualify for an extra story. 22,700 sf was the threshold. The building height increased from seven to eight stories in a very prominent location. Water feature. Over scoped) Project One sets the stage for the Nelson Village.
5. Covered ped/bike urban pathway to light rail station and Marymoor corridor **.5 story**
5. Green Building Incentive Program: green walls, green roofs, trestles, "Silver medal" Landscaping with 10 foot trees. **1 story**.
6. Affordable housing **1+1 stories**
7. City satellite police station
8. Community WiFi and coffee plaza / visitor center kiosk if included in open space. **.5 story**

9. Community bike repair, bike, e-bikes, charging stations, washing station. Scooters under control. **0.5 story**

10. City stoplight at SR520 gateway to parking areas - **subterrarium parking 1 + 1 stories if impeded by aquifer.**

11. architecture, art, wide sidewalks, plazas, set-backs, dynamic water feature **1+ 1 stories**

12. \*wayfinding, dog-sitting with wash, mini dog park, food trucks. (whistles and bells)

11.5 + 24 = 34 stories OR **18 stories** for each building.

If parking isn't hindered by the aquifer  $8 + 24 = 32$  stories, **16 stories** for each building.

--

Bob Yoder

425-802-2523

[redmondblog.org](http://redmondblog.org)

**Glenn Coil**

---

**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Wednesday, November 2, 2022 10:22 PM  
**To:** Planning Commission  
**Subject:** RTC Hearing

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

Commissioners -

This email may at first seem verbatim. It isn't. Please substitute this comment for the previous similar comment. As seen below in red, I'm at a loss as to where to begin a height analysis. My ignorance was embarrassing. What is the starting height? Thank you.

Regards,  
 Bob Yoder, 425-802-2523

What are "the benefits" residents will receive by agreeing to additional building height? And, how high can the Applicant (Owner) build? I've heard the Planning Commission and high-level staff are seriously considering 30-story buildings in Overlake Urban Center. They don't have an aquifer to worry about up there. I've learned the Owner is very concerned about the aquifer interfering with his ability to build subterranean parking. So what are the benefits residents could receive if we give the owner one, two or three stories for above grade parking? We should be prepared for a maximum of 12-stories if not an additional 1-2 stories. Growth wins.

**Generous affordable housing is a must.** Three and four room apartments for families, please. Other benefits: 8-10 foot pedestrian lit sidewalks with landscaping on either side, leading to plazas and alleys, children's play areas, a mini-park for small dogs, food truck facilitation, outdoor art, interactive water fountains, covered retail and open space for community performances. Adequate street lighting. The scope and massing of two 12-foot and up buildings must be balanced and fit well. Set-backs similar to Kirkland buildings. Limit shading. Wide mobility corridors connecting to Marymoor Village. A stop light at the SR520 Bear Creek Gateway. Significant and creative landscape, trellised with green walls and green rooftop patio amenities. Common areas within the buildings have cultural artwork. Walking tours to Lower Bear Creek look-outs. 10-foot plus street trees are necessary. A satellite "Safety Station" with police and mental health specialists overseeing the light rail station and e-scooters. It's important the Redmond Town Center redevelopment be in character and compatible with the Legacy Nelson Village and the historic district. This could require 1-2 open houses. If it's decided Nelson or RTC will be eclectic or have some other theme, then the Director of Planning should hold fast to growth unlike at Marymoor Village. I have no problem with 12 stories if the Applicant provides most of these benefits, whistles and bells. I don't think they should benefit from any more than two above surface parking levels. Archer Hotel didn't benefit.

A privately-initiated Redmond Zoning Code text amendment for a portion of the Town Center Zone (TWNC) referred to as the Town Center Mixed Use area that includes a specific bonus density table for additional height in exchange for public benefit, **along with minor clarifications (?)** to Zone design standards. How can we make decisions without knowing the starting height?

- RZC 21.10.050 Town Center Regulations and Incentive Standards
  - Remove reference to Town Center Master Plan

- **Increase maximum height to 12 stories through incentive program** **Increase the height from what??**
- New section defining exceptional amenities required for additional height
- Requires a development agreement for additional height

Bob Yoder

425-802-2523

[redmondblog.org](http://redmondblog.org)

## Glenn Coil

---

**From:** Bob Yoder <redmondblog@gmail.com>  
**Sent:** Thursday, November 3, 2022 12:35 PM  
**To:** Planning Commission  
**Subject:** Fwd: RTC Hearing

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

Planning Commission,  
My complete November 2nd Hearing testimony / with a preface  
Thank you,  
Bob Yoder, 425-802-2523

----- Forwarded message -----

From: **Bob Yoder** <[redmondblog@gmail.com](mailto:redmondblog@gmail.com)>  
Date: Wed, Nov 2, 2022 at 6:15 PM  
Subject: RTC Hearing  
To: Bob Yoder <[redmondblog@gmail.com](mailto:redmondblog@gmail.com)>

Hello Commissioners:

I learned after talking with Mr. Woodruff about building heights tonight I learned the information provided in Public Notice materials was scant, hard to find, and lacked transparency. Thus, I felt embarrassed and was ignorant. Director Helland refers to RCZ code for building height information. At least I think she does. What does RCZ mean to the average resident, etc. etc.? No question QR code is an easy fix. I recommended QR but was denied because Director Helland didn't have enough time. Everywhere I go we see QR. The Crikett National Champ photo even had QR to the Mayor's Proclamation. Why not QR for something as grand importance as RTC redevelopment. [Is this something I should ask the OMBUDS?]

THE FUTURE FOR REDMOND TOWN CENTER IS NOW.: WHAT IS BUILT TODAY WILL SET THE STAGE FOR NELSON VILLAGE AND THE 10 OTHER OWNERS.

RTC WILL SOMEDAY BE A REGIONAL DESTINATION. To this end, it behoves the City and Hines to take significant public input. Pat Vache recommended two Open Houses. Jeff Churchill does fantastic tabletop pop-ups. The Hines website lauds "unmatched local market knowledge." I've heard that Mr. Bennion is immersed in Redmond culture. Let's keep Ty on his toes with public engagement.

The following critical benefits may significantly incent building heights for Hines. (I'm framing these benefits within 2050 trends.)

- **I. Covered common areas: (plaza)** 1) to supplement the Downtown Park. EQUITY & INCLUSION: 1) Live music , dancing, food for all cultures. 3) children's play area, 4) bi-annual community nonprofit Fair. \*a queer crosswalk. 5) significant artwork. Inside common areas. Cultural art: Dudley Carter (HERON.) Porch & Park. Eric Campbell.
- **affordable housing**

- **creative architecture and engineering:** 1) stepbacks and setbacks from 12 foot sidewalks.(Kirkland.) 2) wood materials, some color, 3) high enough to reclaim views of our downtown ring of trees. 4.) rooftop nightclub entertainment, live music, Lunch. 5) Improved street lighting.
- **parking:** Was the Archer Hotel compensated with benifits?

SUSTAINABILITY: install rain gardens to enhance water quality conditions of Bear Creek. (Most developers don't like green roofs because they're expensive to maintain rooftop patio amenities landscaped potted plants & trees are preferred.) Augment the 44 acres of Open Space to create or protect riparian habitat.

RESILIENCE: 1) above standard seismic building code, 2) "Safety Station" adjacent to the light rail station - police & mental health social worker oversight. 3) bike lanes for health.and safety. (Scooters on sidewalk bends are very dangerous.

MASS & SCOPE: Twin 9-story towers on the old Post Office site. Those will stick out like sore thumbs. How will they be softened? Recommend pulling up the DRB records for an answer. (Interestingly, the project is named "Redmond Town Center." )

THE GROWTH MANAGEMENT ACT pressures RTC to build up. It doesn't take much (of a benefit) to add an extra story or two. I hope Council has the willpower to hold Director Helland firm on the push for new heights AND that our benefits aren't diluted.

Thank you,

--

Bob Yoder  
425-802-2523  
[redmondblog.org](http://redmondblog.org)





Dear Planning Commissioners,

Please find below a memo summarizing changes made to the proposed Redmond Town Center Code Amendment following the remand from City Council back to the Planning Commission in July. The intent is to provide some context for updates to language made to address what we heard from the City Council during the Comprehensive Plan amendment process last spring.

Changes to portions of the Code outside of the Incentive Table were paired back significantly in an attempt to limit the scope of the Code Amendment, while pushing more significant and wide ranging changes (including design standard considerations) to Redmond 2050.

Most impactfully, ***the language was updated to clearly identify a minimum retail requirement, to be finalized in the Development Agreement***, that would preserve a retail core within Redmond Town Center.

Other changes to the non-Incentive Table sections included:

- i. The scope of the area impacted by the Town Center Code Amendment was reduced from the entire Town Center zone to the Mixed-Use Sub Area, significantly limiting the potential impact;
- ii. The Mixed-Use Sub Area was modified slightly to include all land area owned by the Applicant, creating a more comprehensive “core” within the broader context of Redmond Town Center consistent with the current uses;
- iii. Changes to the design standards were dramatically reduced, limited to those changes necessary to (i) remove language that still references back to the original Master Plan that has been subsumed into other areas of the Code, (ii) conforming to map description changes in the Comprehensive Plan or elsewhere in the Code, or, (iii) cleaning up language that is no longer applicable.

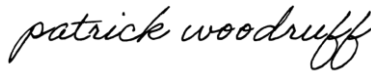
With respect to the Incentive Table, Staff and the Applicant have worked together to update the proposed incentive table based on feedback from City Council this spring and summer. Most specifically, we attempted to adapt the language to more clearly address the following:

- i. **Requirement for a Development Agreement:** A requirement for a Development Agreement to pursue additional height was clearly outlined as one of the first provisions in the incentive table.
- ii. **Affordable Housing:**
  - In cooperation with City Staff and ARCH, the affordable housing incentive ***was increased to 20% of the project, with the entire affordable portion of the project offered at 60% of AMI***. In addition, ***Affordable Housing was elevated as a Priority Incentive – required before any other incentives are eligible for pursuit***. This revised standard doubles the affordable housing provision when

compared to the baseline Redmond Code requirement, and further reduces the AMI requirement from 80% to 60%.

- The affordable housing requirements were combined, such that providing the minimum ratios above is required **and** providing one of the unit size pathways is required in order to achieve the incentive height.
- iii. **Conformance to City of Redmond's Temporary Construction Dewatering standards,** which were adopted after the remand of the Code Amendment by City Council:
  - Above grade parking was prioritized, and below grade parking was (i) limited to one level, (ii) only allowed to replace existing retail parking being displaced by new development (i.e., all parking demand created by additional density will be accommodated above grade), and, (iii) only permitted to the extent it does not adversely impact Redmond's aquifer.
  - The incentive for reducing parking ratios was removed. Instead, as a pre-requisite (i.e., non-incented requirement), parking ratios were limited to well below current minimum values for each use within the overall project.
- iv. **Sustainable Development:**
  - Green building incentives were increased such that 100% of new development was required to achieve the threshold in order to be eligible for incentive height, and a tiered system was inserted such that LEED Platinum, or equivalent, is required to achieve the full incentive.
- v. Lastly, the 12-story height maximum was expanded to apply to both Commercial **and** Residential uses, as opposed to just residential use, to alleviate parking pressures and increase the likelihood of additional affordable housing supply.

Thank you,



Patrick Woodruff

## Glenn Coil

---

**From:** Woodruff, Patrick <Patrick.Woodruff@hines.com>  
**Sent:** Wednesday, November 2, 2022 10:31 AM  
**To:** Planning Commission  
**Cc:** Jeff Churchill; Glenn Coil; Seraphie Allen; Katie Kendall; Barton, Will  
**Subject:** RTC Code Amendment - Planning Commission Public Hearing  
**Attachments:** RTC - PC Study Session Deck .pdf; Incentive Table Summary.pdf

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

Hi all,

Please find our presentation deck attached for this evening's public hearing. The main deck (PC Study Session Deck) is for my portion. Katie is going to follow with a separate 3 minute session to discuss the Incentive Table Summary.

Please let me know if that doesn't make sense. Thanks,

**Patrick Woodruff**

**Hines**

801 Second Avenue, Suite 800 | Seattle, WA 98104  
P 206 839 8424

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INCENTIVE TABLE - SUMMARY OF CHANGES

| Benchmark          | Planning Commission Approved Nov. 10 <sup>th</sup>  | Updated   |
|--------------------|---|---|
| Affordable Housing | <p><i>Incentives are Additive (i.e., 6 stories available in total)</i></p> <p>10% at 80% of AMI → 3 Stories<br/>10% at 60% of AMI</p> <p>50% of Affordable Units are → 2 Stories<br/>2 or 3 Bedrooms</p> <p>Minimum of 10% of all units → 1 Story<br/>Are 2 or 3 Bedrooms</p> | <p><i>Priority Incentive – Language developed in partnership with ARCH</i></p> <p>20% at 60% of AMI</p> <p><b>AND</b></p> <p>One of the Following:</p> <p>35% of the affordable units have 2 Bedrooms and 15% of the affordable units have 3 Bedrooms</p> <p>Minimum of 10% of all units are 2 Bedrooms <b>and</b> minimum of 5% of all units are 3 bedrooms;</p> <p>Total of 4 Stories</p> |

**INCENTIVE TABLE - SUMMARY OF CHANGES**

| Benchmark                     | Planning Commission Approved Nov. 10 <sup>th</sup>  | Updated   |
|-------------------------------|---|---|
| Local Commercial              | <p><b><i>Incentives are Additive (i.e., 2 stories available in total)</i></b></p> <p>10% of new ground level commercial space or a total of 7,000 square feet of total commercial space to be dedicated to Local Commercial. → 1 Story</p> <p>Lesser of 25% or 4,000 square feet of commercial space is no larger than 1,000 square feet. → 1 Story</p> | Unchanged, other than “Local Commercial” defined.   |
| Sustainable Development       | <p><b><i>Incentives are Not Additive (i.e., max 3 stories available)</i></b></p> <p>50% of new development LEED Gold → 2 Stories</p> <p>100% of new development LEED Gold → 3 Stories</p>   | <p><b><i>Incentives are Not Additive (i.e., max 2 stories available)</i></b></p> <p>100% of new development LEED Gold → 1 Story</p> <p>100% of new development LEED Platinum → 2 Stories</p>  |
| Development Agreement         | Required to utilize incentive table.  | Unchanged, but language strengthened / clarified  |
| Below Grade Parking & Aquifer | Geotechnical report demonstrating infeasibility of providing all parking below grade is required to build above-grade parking.  | <p><b><i>Language developed in partnership with Redmond Engineering</i></b></p> <p>Above grade parking is encouraged. Below grade parking is limited to (i) one floor, and, (ii) only available to replace parking previously allocated to existing Retail that is demolished as part of the development.</p> <p>All contingent on creating no adverse impact to Redmond’s Aquifer.</p> |





Redmond  
Town  
Center

PLANNING COMMISSION  
STUDY SESSION #1  
OCT. 26, 2022

FAIRBOURNE  
PROPERTIES  
Hines GGLO



# Redmond Town Center

|                          |    |
|--------------------------|----|
| Public Outreach Summary  | 3  |
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| Current Status           | 6  |
| How Do We Get There      | 7  |
| Code Amendment Summary   | 9  |
| Process & Rough Timeline | 11 |



## Public Outreach Summary

### REQUIRED

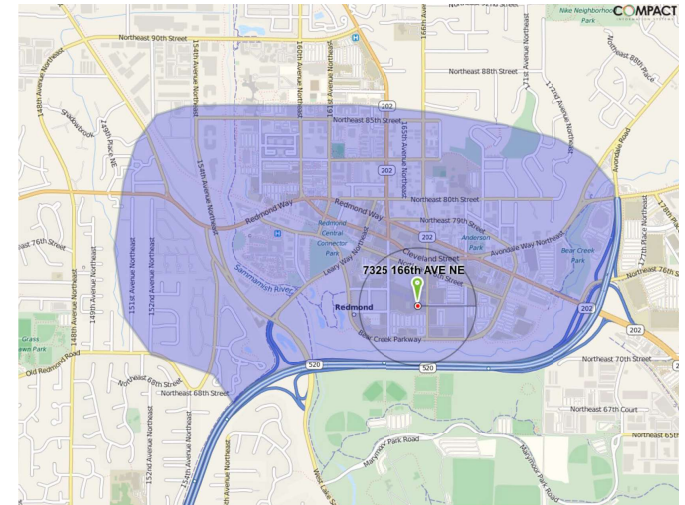
- Mailed public notice to property owners within radius map below;
- Distribution of project description, and link to City website;
- Signs posted on site with project information & hand outs;
- Public hearing at Planning Commission

### ADDITIONAL WORK TO DATE

- Applicant notice to over 5,000 property owners (see map below);
- Including project information website, with survey and project information ([redmondtowncenterproject.com](http://redmondtowncenterproject.com));
- Portal for project feedback via email and written responses;
- Two virtual, public open houses with project description and Q&A;
- Outreach to City stakeholder group;
- Project update meeting scheduled with OneRedmond Government Affairs committee for November 17<sup>th</sup>.

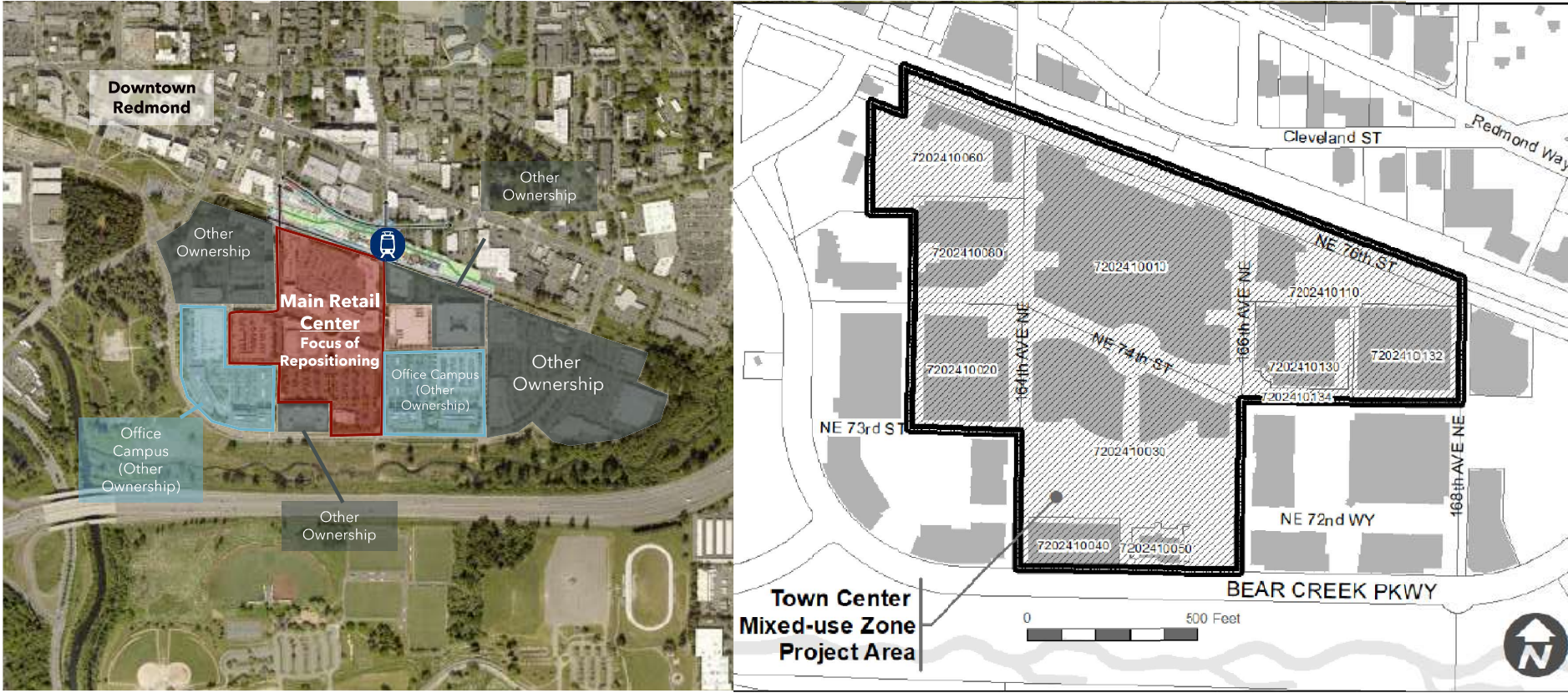
### FUTURE OUTREACH PLANS

- On-site marketing center with phone number and email for public comment;
- Future, in person public open houses as design progresses for additional opportunity for feedback and engagement;
- Website survey and comment portal, including feature providing a summary of all feedback and input received;





REDMOND TOWN CENTER  
Overview of Project







## REDMOND TOWN CENTER

# Current Challenges

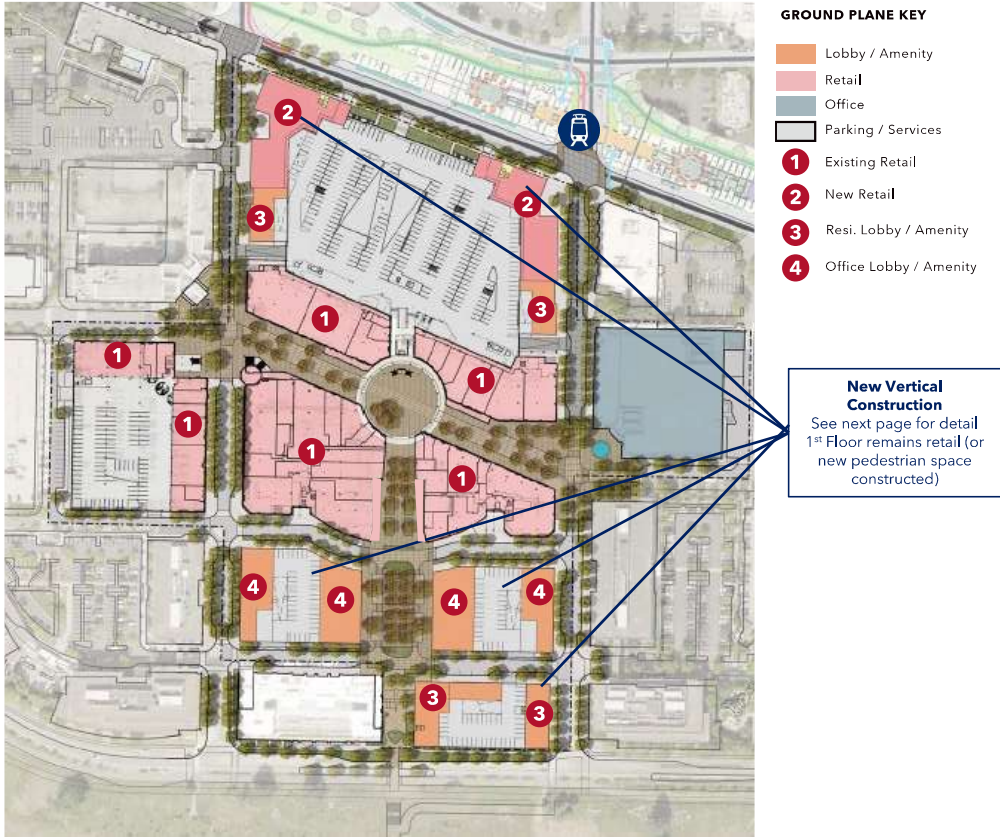


- The retail core of the project has remained largely unchanged since original development, while Redmond and the Global Retail environment have changed dramatically;
- As a result, the project no longer meets the design intent:
  - **Interior-Facing**, suburban mall;
  - Character more **consistent with an office campus** than a mixed use community;
  - **Limited connection to Downtown Redmond;**
  - **"Car first"** character –street design and building orientation focus on auto use rather than pedestrian connectivity
- The mid-90's Suburban Mall **model is obsolete** – retail users, both tenants and customers, are much **more focused on spaces that create authentic experiences;**
- A vibrant, **18x7 community** is critical to creating that environment;
- In order to continue to satisfy the design objectives, the project needs new energy in order to meet the current environment;

CONCEPT MASSING / IMAGES - 1<sup>ST</sup> FLOOR / GROUND PLANE

Targeted Density to Support Local Retail and 18x7 Site Population

Ground Level Plan

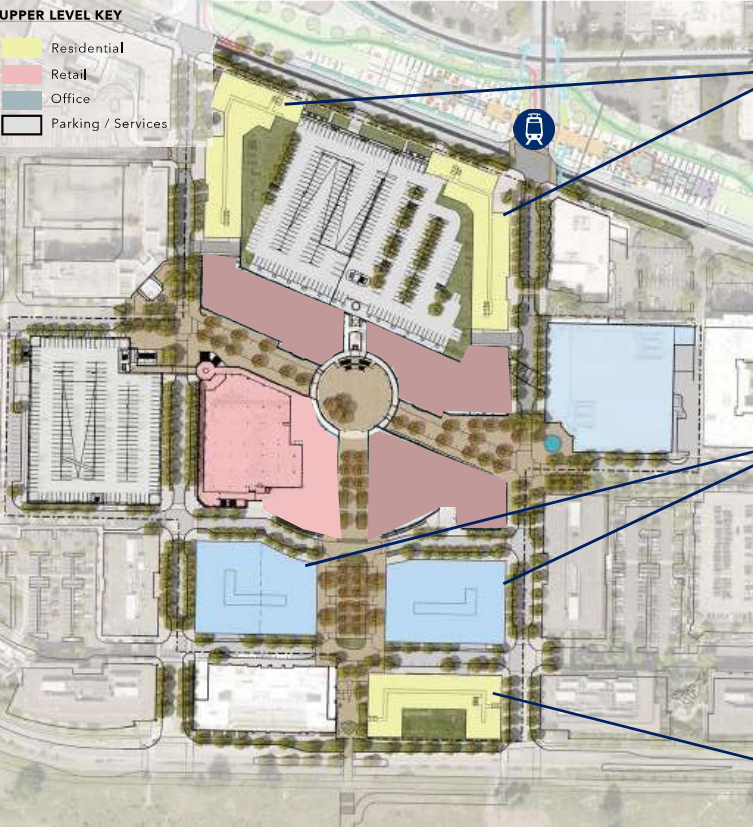




CONCEPT MASSING / IMAGES - UPPER FLOORS

Targeted Density to Support Local Retail and 18x7 Site Population

Typical Upper Level Plan



Vertical Massing Summary

**Two Multi-Family Buildings**  
*Future Phase*  
7 Story Multi-Family  
Ground Floor Retail  
Below-Grade Parking  
85' Building Height



**Two Office Buildings**  
9-Stories Office  
3-Stories Above-Grade Parking  
12 Stories Above Grade Total;  
~150' Building Height  
*Optionality to Change Use to Housing*



**One Multi-Family Building**  
7 Story Multi-Family  
Ground Floor Retail  
Below-Grade Parking  
85' Building Height



South Entry to RTC between new vertical massing



Aerial view of new vertical massing from South

# Process & Rough Timeline

## OVERALL SCHEDULE

| REDMOND TOWN CENTER -<br>PROPOSED CODE AMENDMENT | 2022 |    |    |    | 2023 |    |    |    | 2024 |    |    |    | 2025 |    |    |    | 2026 |    |    |    | 2027 |    |    |    |
|--|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|
| Preliminary Development Schedule                 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 |
| Comp Plan Amendment (Approved July '22)          |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Code Amendment                                   |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Master Plan / Development Agreement              |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Site Plan Approval / Permitting                  |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Construction                                     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |

WE ARE HERE

| REDMOND TOWN CENTER -<br>REDMOND 2050 PROCESS | 2022 |    |    |    | 2023 |    |    |    | 2024 |    |    |    | 2025 |    |    |    | 2026 |    |    |    | 2027 |    |    |    |
|---|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|
| Preliminary Development Schedule              | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 |
| Comp Plan Amendment (Approved July '22)       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Code Updates - Redmond 2050 Phase II          |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Master Plan / Development Agreement           |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Site Plan Approval / Permitting               |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Construction                                  |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |

## Glenn Coil

---

**From:** Woodruff, Patrick <Patrick.Woodruff@hines.com>  
**Sent:** Wednesday, November 2, 2022 1:29 PM  
**To:** Planning Commission  
**Cc:** Glenn Coil; Seraphie Allen  
**Subject:** RE: RTC Code Amendment - Planning Commission Public Hearing  
**Attachments:** Incentive Table Summary.pdf; RTC - PC Study Session Deck .pdf

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

Hi Glenn,

Please use the attached updated versions (small changes). Thanks,

Patrick

---

**From:** Planning Commission <planningcommission@redmond.gov>  
**Sent:** Wednesday, November 2, 2022 1:26 PM  
**To:** Woodruff, Patrick <Patrick.Woodruff@hines.com>  
**Subject:** RE: RTC Code Amendment - Planning Commission Public Hearing

[From an External Email System]

Hi Patrick, received.

## Glenn Coil

Senior Planner, City of Redmond

.....  
☎ 425-556-2742 ■ [gcoil@redmond.gov](mailto:gcoil@redmond.gov) 🖱 [www.redmond.gov](http://www.redmond.gov)

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**From:** Woodruff, Patrick <[Patrick.Woodruff@hines.com](mailto:Patrick.Woodruff@hines.com)>  
**Sent:** Wednesday, November 2, 2022 10:31 AM  
**To:** Planning Commission <[planningcommission@redmond.gov](mailto:planningcommission@redmond.gov)>  
**Cc:** Jeff Churchill <[jchurchill@redmond.gov](mailto:jchurchill@redmond.gov)>; Glenn Coil <[gcoil@redmond.gov](mailto:gcoil@redmond.gov)>; Seraphie Allen <[sallen@redmond.gov](mailto:sallen@redmond.gov)>; Katie Kendall <[kkendall@mhseattle.com](mailto:kkendall@mhseattle.com)>; Barton, Will <[Will.Barton@hines.com](mailto:Will.Barton@hines.com)>  
**Subject:** RTC Code Amendment - Planning Commission Public Hearing

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

Hi all,

Please find our presentation deck attached for this evening's public hearing. The main deck (PC Study Session Deck) is for my portion. Katie is going to follow with a separate 3 minute session to discuss the Incentive Table Summary.

Please let me know if that doesn't make sense. Thanks,

**Patrick Woodruff**

**Hines**

801 Second Avenue, Suite 800 | Seattle, WA 98104  
P 206 839 8424

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INCENTIVE TABLE - SUMMARY OF CHANGES

| Benchmark          | Planning Commission Approved Nov. 10 <sup>th</sup>   | Updated  |
|--------------------|--|--|
| Affordable Housing | <p><b><i>Incentives are Additive (i.e., 6 stories available in total)</i></b></p> <p>10% at 80% of AMI → 3 Stories<br/>10% at 60% of AMI</p> <p>50% of Affordable Units are → 2 Stories<br/>2 or 3 Bedrooms</p> <p>Minimum of 10% of all units → 1 Story<br/>Are 2 or 3 Bedrooms</p> | <p><b><i>Priority Incentive – Language developed in partnership with ARCH</i></b></p> <p>20% at 60% of AMI</p> <p><b>AND</b></p> <p>One of the Following:</p> <p>35% of the affordable units have 2 Bedrooms and 15% of the affordable units have 3 Bedrooms</p> <p>Minimum of 10% of all units are 2 Bedrooms <b>and</b> minimum of 5% of all units are 3 bedrooms;</p> <p>Total of 4 Stories</p> |

**INCENTIVE TABLE - SUMMARY OF CHANGES**

| Benchmark                     | Planning Commission Approved Nov. 10 <sup>th</sup>  | Updated   |
|-------------------------------|---|---|
| Local Commercial              | <p><b><i>Incentives are Additive (i.e., 2 stories available in total)</i></b></p> <p>10% of new ground level commercial space or a total of 7,000 square feet of total commercial space to be dedicated to Local Commercial. → 1 Story</p> <p>Lesser of 25% or 4,000 square feet of commercial space is no larger than 1,000 square feet. → 1 Story</p> | Unchanged, other than “Local Commercial” defined.   |
| Sustainable Development       | <p><b><i>Incentives are Not Additive (i.e., max 3 stories available)</i></b></p> <p>50% of new development LEED Gold → 2 Stories</p> <p>100% of new development LEED Gold → 3 Stories</p>   | <p><b><i>Incentives are Not Additive (i.e., max 2 stories available)</i></b></p> <p>100% of new development LEED Gold → 1 Story</p> <p>100% of new development LEED Platinum → 2 Stories</p>  |
| Development Agreement         | Required to utilize incentive table.  | Unchanged, but language strengthened / clarified  |
| Below Grade Parking & Aquifer | Geotechnical report demonstrating infeasibility of providing all parking below grade is required to build above-grade parking.  | <p><b><i>Language developed in partnership with Redmond Engineering</i></b></p> <p>Above grade parking is encouraged. Below grade parking is limited to (i) one floor, and, (ii) only available to replace parking previously allocated to existing Retail that is demolished as part of the development.</p> <p>All contingent on creating no adverse impact to Redmond’s Aquifer.</p> |

INCENTIVE TABLE - PARKING SUMMARY

| Benchmark   | Current Code <i>Minimum</i>   | Proposed Maximum          |
|-------------|---|---------------------------|
| Office      | 3.5 per 1,000 square feet   | 2.0 per 1,000 square feet |
| Residential | 1.0 per Residential unit, along with an allowance for visitors            | 0.75 per Residential unit |
| Retail      | Varies based on use, but for RTC, approximately 4.8 per 1,000 square feet | 3.5 per 1,000 square feet |





# Redmond Town Center

|                          |   |
|--------------------------|---|
| Public Outreach Summary  | 3 |
| Overview of Project      | 4 |
| Project History          | 5 |
| Current Status           | 6 |
| How Do We Get There      | 7 |
| Process & Rough Timeline | 9 |



## Public Outreach Summary

### REQUIRED

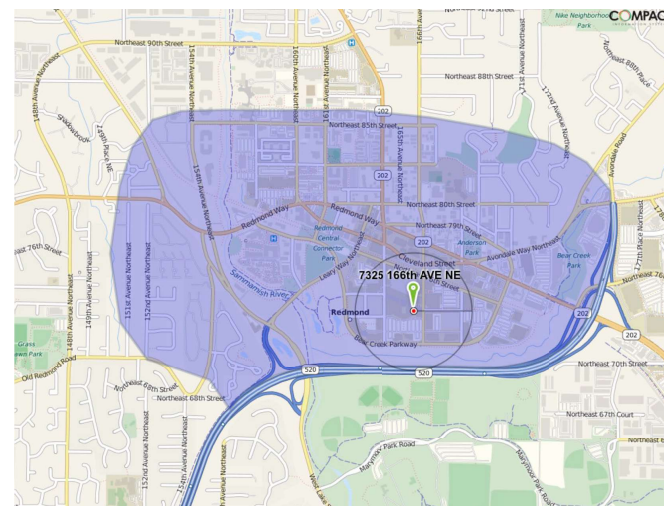
- Mailed public notice to property owners within radius map below;
- Distribution of project description, and link to City website;
- Signs posted on site with project information & hand outs;
- Public hearing at Planning Commission

### ADDITIONAL WORK TO DATE

- Applicant notice to over 5,000 property owners (see map below);
- Including project information website, with survey and project information ([redmondtowncenterproject.com](http://redmondtowncenterproject.com));
- Portal for project feedback via email and written responses;
- Two virtual, public open houses with project description and Q&A;
- Outreach to City stakeholder group;
- Project update meeting scheduled with OneRedmond Government Affairs committee for November 17<sup>th</sup>.

### FUTURE OUTREACH PLANS

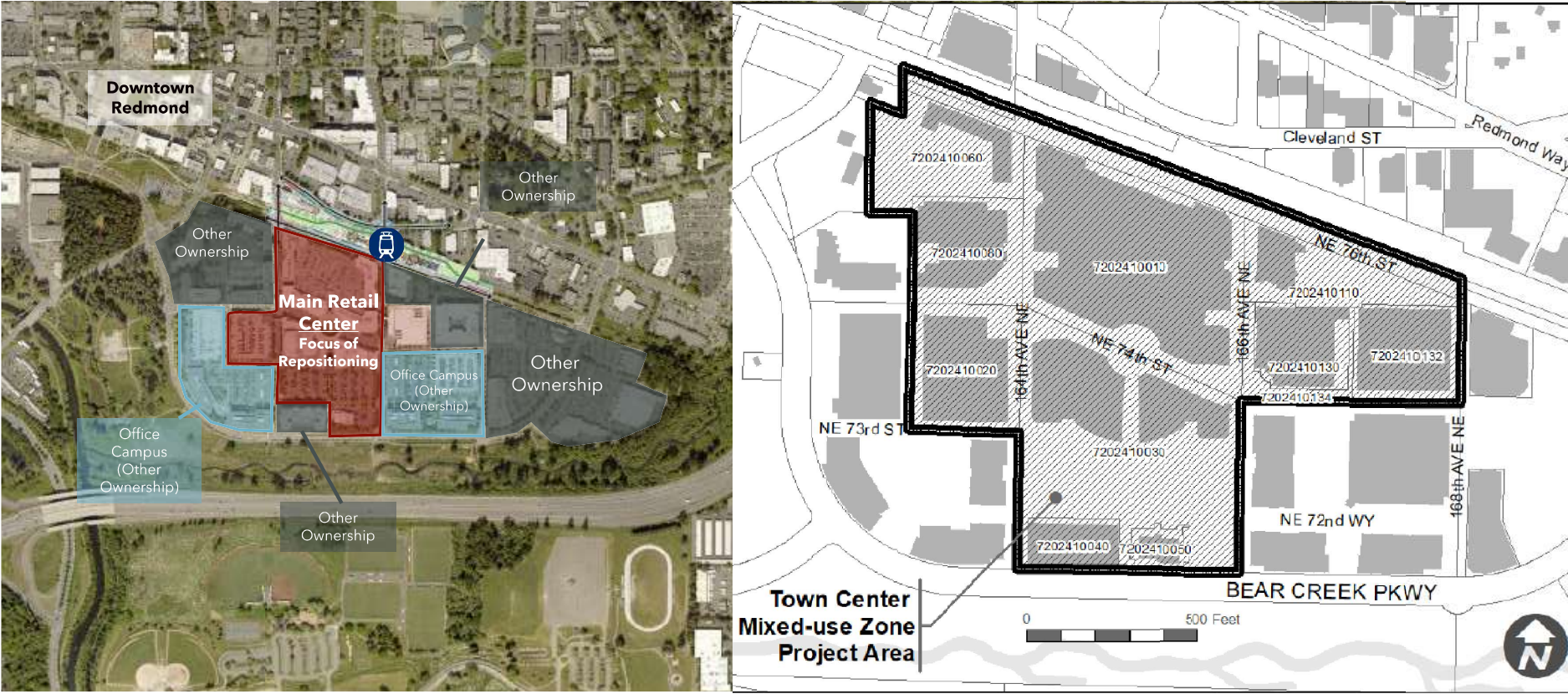
- On-site marketing center with phone number and email for public comment;
- Future, in person public open houses as design progresses for additional opportunity for feedback and engagement;
- Website survey and comment portal, including feature providing a summary of all feedback and input received;





REDMOND TOWN CENTER

Overview of Project



## REDMOND TOWN CENTER

# Project History - Cutting Edge, Mixed Use, Public / Private Partnership



- **120-acre Golf Course annexed in 1986**, after a 6-year annexation process;
- Planned for a Regional Shopping Center and Mixed-Use Development;
- Annexation ordinance contained **37 Conditions**, or objectives, for development of the golf course:
  - Retail Center as the **Focal Point for Downtown**;
  - **Utilize Density** at the Center of the Project to **minimize land area** and ensure **preservation of Open Space**;
  - Include a **mix of uses** - including Retail, Office, Residential;
  - **Activate Open Space and Public Amenities**;
  - **Engage with Downtown Redmond**;
  - **Encourage Pedestrian Circulation** to Downtown Redmond
- The 37 Conditions, codified in 1986 and further refined in the Master Plan, still represent design best practices;
- **A clear objective for project ownership is to continue to meet the spirit of those original design conditions**;



## REDMOND TOWN CENTER

# Current Challenges

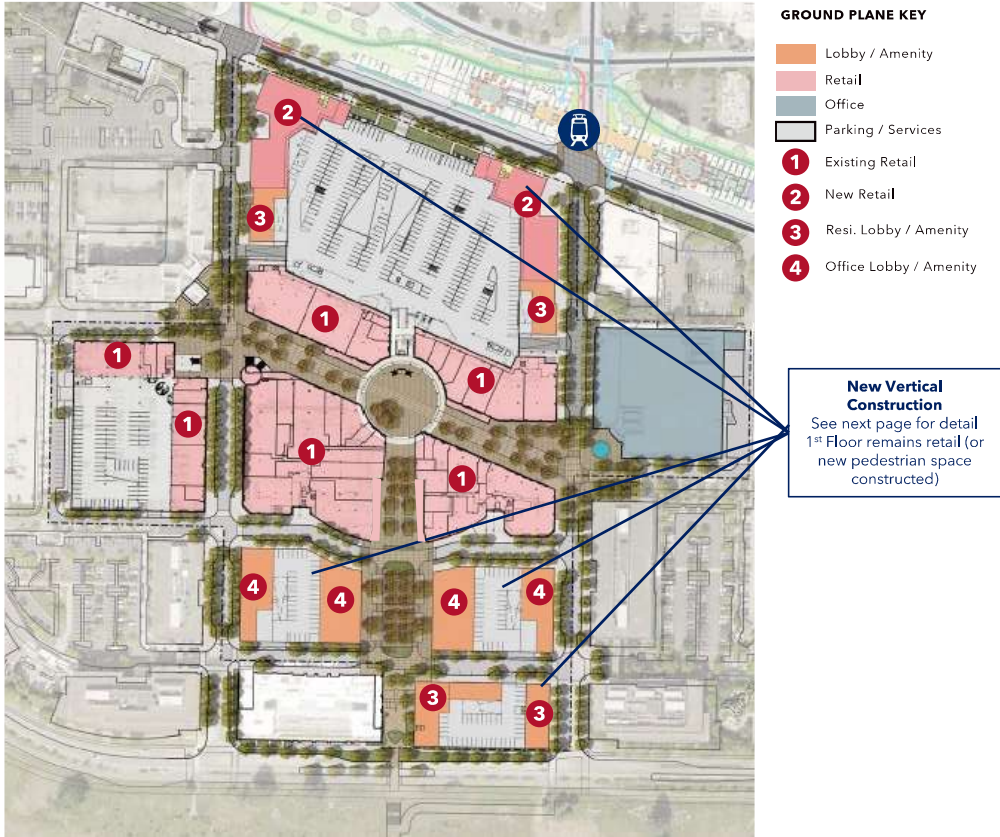


- The retail core of the project has remained largely unchanged since original development, while Redmond and the Global Retail environment have changed dramatically;
- As a result, the project no longer meets the design intent:
  - **Interior-Facing**, suburban mall;
  - Character more **consistent with an office campus** than a mixed use community;
  - **Limited connection to Downtown Redmond;**
  - **"Car first"** character –street design and building orientation focus on auto use rather than pedestrian connectivity
- The mid-90's Suburban Mall **model is obsolete** – retail users, both tenants and customers, are much **more focused on spaces that create authentic experiences;**
- A vibrant, **18x7 community** is critical to creating that environment;
- In order to continue to satisfy the design objectives, the project needs new energy in order to meet the current environment;

CONCEPT MASSING / IMAGES - 1<sup>ST</sup> FLOOR / GROUND PLANE

Targeted Density to Support Local Retail and 18x7 Site Population

Ground Level Plan

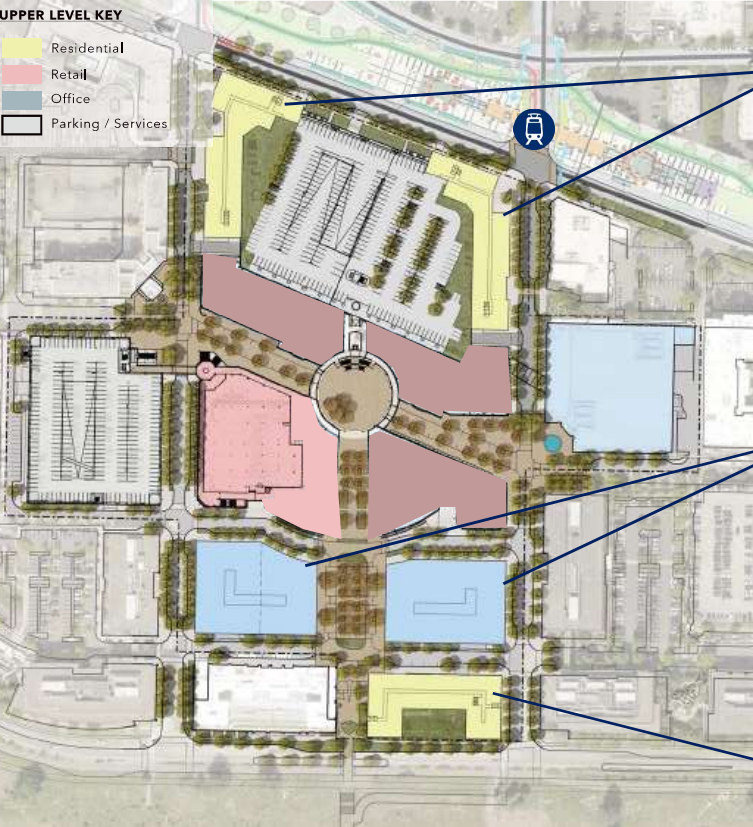




CONCEPT MASSING / IMAGES - UPPER FLOORS

Targeted Density to Support Local Retail and 18x7 Site Population

Typical Upper Level Plan



Vertical Massing Summary

**Two Multi-Family Buildings**  
*Future Phase*  
7 Story Multi-Family  
Ground Floor Retail  
Below-Grade Parking  
85' Building Height



**Two Office Buildings**  
9-Stories Office  
3-Stories Above-Grade Parking  
12 Stories Above Grade Total;  
~150' Building Height  
*Optionality to Change Use to Housing*



**One Multi-Family Building**  
7 Story Multi-Family  
Ground Floor Retail  
Below-Grade Parking  
85' Building Height



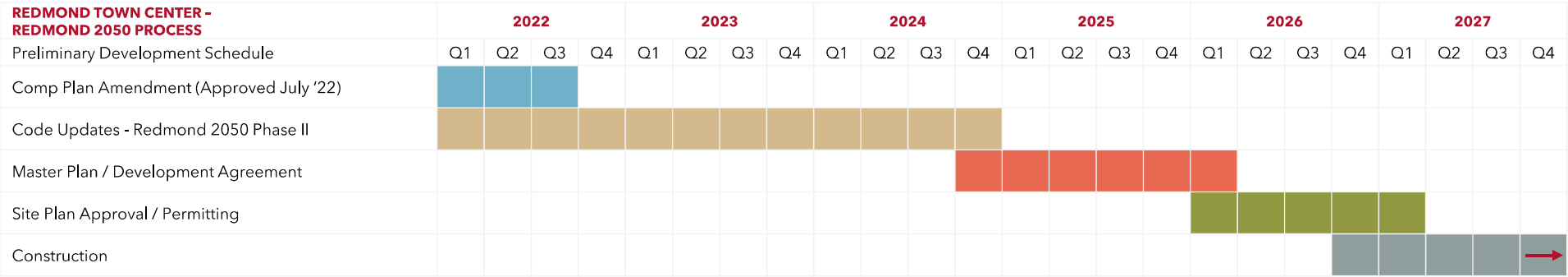
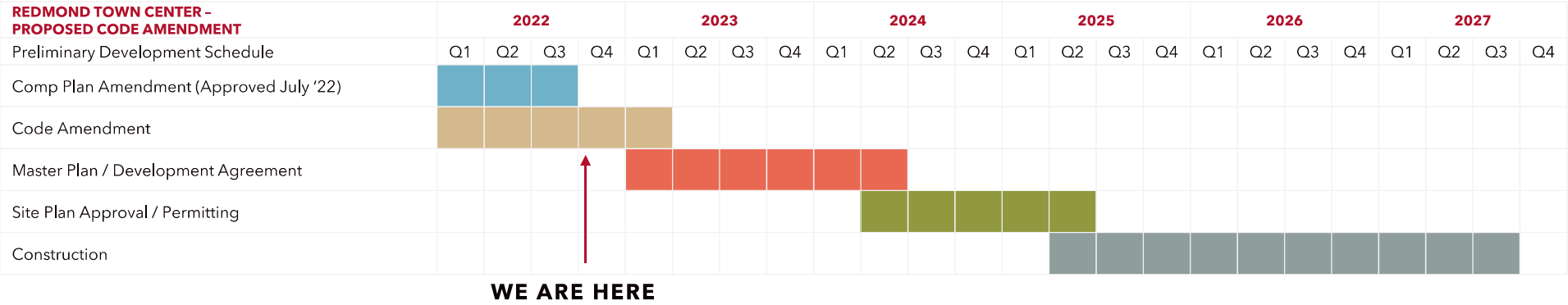
South Entry to RTC between new vertical massing



Aerial view of new vertical massing from South

# Process & Rough Timeline

## OVERALL SCHEDULE



**Glenn Coil**

---

**From:** Woodruff, Patrick <Patrick.Woodruff@hines.com>  
**Sent:** Tuesday, November 15, 2022 2:11 PM  
**To:** Planning Commission  
**Cc:** Seraphie Allen; Jeff Churchill; Glenn Coil; Katie Kendall  
**Subject:** Redmond Town Center Code Amendment  
**Attachments:** V2\_Incentive\_package\_RTC\_9Nov2022\_Aparna.pdf; Designrecommendations\_RTC\_7Nov2022\_Aparna.pdf; Redmond\_Town\_Center\_BDCv4\_NC\_Scorecard\_20221114(003).pdf

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

Planning Commission,

Thanks for the ongoing discussion and consideration of the proposed Town Center Code Amendment. We are in receipt of the attached written comments providing more detailed context for Commissioner Aparna's comments from last Wednesday's study session. We have provided the below responses / thoughts that hopefully provide some additional context in advance of tomorrow's study session. Please let me know any specific questions or clarifications – we are happy to continue the discussion on any of the below.

Thanks,

Patrick

---

### **Sustainable Development**

We agree with some of Commissioner Aparna's notes and comments regarding LEED certification. Redmond Town Center, by virtue of location and compliance with Building Code alone, will achieve some credits towards LEED certification. However, past experience on recent projects in the PNW has been that while baseline LEED-Certification is readily achievable, LEED Gold and above requires a more significant commitment to sustainable design practices well in excess of Code Compliance and location alone.

In order to more fully respond to RTC specifically, we engaged engineering firm RWDI (<https://www.rwdi.com/>) to evaluate **preliminary** LEED performance at RTC based **solely** on location and code compliance. The project's location is likely to generate ~13 LEED points (reflected in the attached Sustainable Sites and Transportation LEED categories). Compliance with IECC 2018 with associated Washington Amendments (i.e., State Energy Code), likely results in energy savings of ~4% - 10% above the baseline ASHRAE 2010 standard that commissioner Aparna mentioned as the LEED baseline. That savings would result in 3 - 4 additional LEED points, for a combined 17 LEED points based on energy code compliance and location. LEED certification requires 40 points, while gold and platinum require 60 and 80 points, respectively. So, just based on location and code compliance, the project is well shy of even baseline LEED Certification, and would have to pursue multiple other paths (Water Efficiency, Indoor Environmental Quality, Materials and Resources, etc.) in order to even get to Certified.

Having said that, Hines standard building design would likely result in more efficient project than baseline code compliance. For example, on our recent Bellevue project, Summit III, rather than sticking with baseline energy code, we completed a full building energy model to allow for a greater degree of exterior glazing than provided for in the prescriptive State Energy Code, providing indoor occupants more access to natural light, while designing a building specific mechanical system that exceeded both ASHRAE 2010 and State Energy Code standards by a significant margin

(18% vs. ASHRAE 2010 and 12% vs. State Energy Code) – improving indoor occupant health while reducing carbon impact of the project. To provide a more thorough snapshot, I have attached a sample LEED scorecard reflecting what we view as reasonably achievable points based on a thoughtful design. Performing to the attached sample scorecard would require specific design decisions beyond code compliance, but not represent a significant departure from what we would view as a building meeting Hines standards, and would achieve LEED Silver certification. ***I would highlight this is theoretical only – we’re way too early in the design to start talking about specific points, but can develop the attached based on similar recent projects.***

As you’ll note in the attached, LEED Silver should be reasonably achievable without stretching too far. However, achieving Gold would require at least 7 additional points, and Platinum would require at least 27 additional points. In each case, achieving those thresholds would require making additional specific design commitments to sustainable development practices, in areas like water efficiency, indoor environmental quality, and materials and resources, well in excess of what would result from a standard design approach. And, as you continue to work your way up the scorecard, each incremental point becomes more challenging to obtain as the low hanging fruit has already been harvested (i.e., the step function in impact is non-linear).

The above discussion is a large reason the incentive table was updated from the iteration that was passed by the planning commission last November. The original incentive structure that was approved by Planning Commission is summarized below. The updated standards, with an incentive not available until LEED-Gold is met for 100% of the development, while also reducing the available incentive height and providing a top level hurdle of LEED-Platinum, ensures a broader commitment to sustainable design. These increased incentive thresholds provide for broad based design consideration for multiple impact areas (water conservation, energy performance, materials, etc.), accommodating Commissioner Aparna’s concerns within a readily definable and proven certification structure. As such, we do not support removing the two identified incentive tiers in the current Code Amendment language.

| Benchmark               | Planning Commission Approved Nov. 10 <sup>th</sup>                        | Updated                  |
|-------------------------|---|--------------------------|
| Sustainable Development | <b><i>Incentives are Not Additive (i.e., max 3 stories available)</i></b> | <b><i>Incentives</i></b> |
|                         | 50% of new development LEED Gold      —————>    2 Stories                 | 100% of ne               |
|                         | 100% of new development LEED Gold      —————>    3 Stories                | 100% of ne               |

**Parking**

Good question re: EV Charging capacity, as it is an active discussion as to what infrastructure needs to look like going forward. Can you provide some additional clarity as to whether this request is based on current code (which does not require any EV Charging stations be installed), or the proposed amendments to the code scheduled for adoption in July of 2023? The code slated for July adoption would, high level, require 10% of stalls to have EV Charging Stations, an additional 10% to be EV Ready, and another 10% to be “EV Capable” – in other words, infrastructure in place to accommodate up to 30% of total stalls with EV Charging Stations. We believe that the 2023 Code threshold is adequate, is certainly well in excess of current market standard, and should not require additional thresholds. Our project, based on permit timing, would be subject to that 2023 Code adoption.

Finally, commissioner Aparna’s memo mentioned incentives for these parking standards – is the suggestion that, if added, compliance with these additional excess thresholds should result in another avenue for incentive height within the incentive table?

**Affordable Housing**

Can you clarify your comments here? Is the suggestion that the residential units be planned for exclusively electric power? And, similar to the above, this is noted as an incentive requirement – is the idea that this would be added as another avenue for incentive height within the incentive table?

### **Design Requirements**

We believe this level of detail should be covered during the Master Plan and Development Agreement scope of the project, at which point much more detail will be available about the design of the project. That said, weather protected outdoor areas, a more vibrant retail core with a greater F&B presence, and thoughtfully designed buildings are all things we are excited about. We will also do our best to mitigate the impact of construction on our existing tenancy – we have full alignment of interests on that issue.

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Here are my comments and proposals for design requirements at the proposed development of the Redmond Town Center property. Question is can this be mandated?

### Design requirements

- Covered plaza area for all-weather access (need not be climate-controlled through automated systems)
- Walkable retail area: pedestrian and access-friendly to encourage gathering, events, foot-traffics, and impulse buying
- Space for food that creates vibrant sidewalks
- Massing that is not monolithic but has staggered forms (need not have roof gardens but this would be nice)
- Spaces that can stay open later

### Other requirements

The development agreement should address and mitigate retail and office disruption of current businesses during redevelopment.



Here are my revised comments and proposals for the incentive package at the proposed development of the Redmond Town Center property. Please disregard the older version.

## Sustainable Development

LEED and other green building systems reward projects highly when they have sustainable, central sites with reuse, access to mass transit, and centrally located to amenities; all of which is catered to automatically by this project. Additionally, WA state energy code requires a high level of energy efficiency from new construction along with several requirements that decarbonize the building. OS, by complying with state law, All this is much higher than the LEED system expectations. The building gets significantly higher LEED points by being code compliant. I believe that the incentive package has to incentivize actions beyond code compliance. I propose the following options:

- A. **3 stories max(not additive):** ILFI Zero Energy rating or NBI NZ building rating. This addresses 100% renewable energy procurement from PSE for the project.

<https://living-future.org/zero-energy/certification/>

<https://newbuildings.org/resource/getting-to-zero-database/>

<https://newbuildings.org/wp-content/uploads/2019/05/ZneTrackerFAQ2019.pdf>

- B. **2 stories max (Can be in addition to Option C):** 100% of the building is ILFI LBC 4.0 certified with minimum points in the following petals of Water, Materials, and Equity. (To be determined)

<https://living-future.org/lbc/>

- C. **1 story max (Can be in addition to Option B or Option D):** 5-year contract to purchase PSE green power for 100% of the building.

- D. **1 story max (Can be in addition to Option C):** LEED Platinum with specific point threshold (to be determined by staff) for water, waste, and materials.

## Parking

The incentives in each category could also be tied to EV chargers and designated spaces with these potential conditions to the applicant's request for parking floors and ratios:

- Providing 5% of all spaces for EV parking and charging spaces beyond WA State Law.
- As additional 2% of the parking spaces associated for commercial should be for EV carpools/vanpools.
- EV ready options for a further 10% of the spaces. This will ensure that residents of the housing are not overtly burdened later.

## Affordable Housing

In the interest of equity, I propose that all affordable housing should also be readied for electrification as part of the incentive requirement. This could also be something that we require of all housing units.



# Redmond Town Center - Building 4IC

## LEEDv4 BD+C: New Construction - Scorecard

11/14/2022

| Available                            | Yes | Maybe | No |   |  | Responsible Discipline | Status |
|--------------------------------------|-----|-------|----|---|--|------------------------|--------|
| <b>PROJECT INFORMATION</b>           |     |       |    |   |  |                        |        |
| <b>General Information</b>           |     |       |    |   |  | RWDI                   | Open   |
| <b>Minimum Program Requirements</b>  |     |       |    |   |  | RWDI/Owner             | Open   |
| <b>INTEGRATIVE PROCESS</b>           |     |       |    |   |  |                        |        |
| 1                                    | 1   |       |    | D | <b>Integrative Process</b>                                       | RWDI/ALL TEAMS         | Open   |
| 1                                    | 1   | 0     | 0  |   | Total Points for Integrative Process                             |                        |        |
| <b>LOCATION &amp; TRANSPORTATION</b> |     |       |    |   |  |                        |        |
| 16                                   |     |       | 16 | D | <b>LEED for Neighborhood Development Location</b>                | RWDI/Owner             | Open   |
| 1                                    | 1   |       |    | D | <b>Sensitive Land Protection</b>                                 | RWDI/Owner             | Open   |
| 2                                    |     | 1     |    | D | <b>High Priority Site</b>  | RWDI/Owner             | Open   |
| 5                                    | 4   |       | 1  | D | <b>Surrounding Density and Diverse Uses</b>                      | RWDI                   | Open   |
| 5                                    | 3   | 1     | 1  | D | <b>Access to Quality Transit</b>                                 | RWDI                   | Open   |
| 1                                    | 1   |       |    | D | <b>Bicycle Facilities</b>  | RWDI/Arch              | Open   |
| 1                                    |     | 1     |    | D | <b>Reduced Parking Footprint - 30% reduction from ITE Manual</b> | RWDI/Arch              | Open   |
| 1                                    | 1   |       |    | D | <b>Green Vehicles</b>  | RWDI/Arch              | Open   |
| 16                                   | 10  | 3     | 2  |   | Total Points for Location & Transportation                       |                        |        |
| <b>SUSTAINABLE SITES</b>             |     |       |    |   |  |                        |        |
| P                                    | Y   |       |    | C | <b>Construction Activity Pollution Prevention</b>                | RWDI/GC                | Open   |
| 1                                    | 1   |       |    | D | <b>Site Assessment</b>   | RWDI                   | Open   |
| 2                                    |     |       | 2  | D | <b>Site Development: Protect or Restore Habitat</b>              | RWDI/Owner             | Open   |
| 1                                    |     |       | 1  | D | <b>Open Space</b>  | RWDI/Owner             | Open   |
| 3                                    |     | 3     |    | D | <b>Rainwater Management</b>                                      | RWDI/Land Arch         | Open   |
| 2                                    | 1   | 1     |    | D | <b>Heat Island Reduction</b>                                     | RWDI/Arch              | Open   |
| 1                                    | 1   |       |    | D | <b>Light Pollution Reduction</b>                                 | RWDI/MEP               | Open   |
| 10                                   | 3   | 4     | 3  |   | Total Points for Sustainable Sites                               |                        |        |
| <b>WATER EFFICIENCY</b>              |     |       |    |   |  |                        |        |
| P                                    | Y   |       |    | D | <b>Outdoor Water Use Reduction</b>                               | RWDI/Land Arch         | Open   |
| P                                    | Y   |       |    | D | <b>Indoor Water Use Reduction</b>                                | RWDI/Arch/MEP          | Open   |
| P                                    | Y   |       |    | D | <b>Building-level Water Metering</b>                             | RWDI/MEP               | Open   |
| 2                                    | 1   | 1     |    | D | <b>Outdoor Water Use Reduction</b>                               | RWDI/Land Arch         | Open   |
| 1                                    | 1   |       |    | D | <b>Indoor Water Use Reduction, 25%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    | 1   |       |    | D | <b>Indoor Water Use Reduction, 30%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    | 1   |       |    | D | <b>Indoor Water Use Reduction, 35%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    |     | 1     |    | D | <b>Indoor Water Use Reduction, 40%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    |     | 1     |    | D | <b>Indoor Water Use Reduction, 45%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    |     | 1     |    | D | <b>Indoor Water Use Reduction, 50%</b>                           | RWDI/Arch/MEP          | Open   |
| 2                                    |     |       | 2  | D | <b>Cooling Tower Water Use</b>                                   | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Water Metering</b>  | RWDI/MEP               | Open   |
| 11                                   | 5   | 4     | 2  |   | Total Points for Water Efficiency                                |                        |        |
| <b>ENERGY &amp; ATMOSPHERE</b>       |     |       |    |   |  |                        |        |
| P                                    | Y   |       |    | C | <b>Fundamental Commissioning and Verification</b>                | CxA                    | Open   |
| P                                    | Y   |       |    | D | <b>Minimum Energy Efficiency Performance</b>                     | RWDI/MEP               | Open   |
| P                                    | Y   |       |    | D | <b>Building Level Energy Metering</b>                            | RWDI/MEP               | Open   |
| P                                    | Y   |       |    | D | <b>Fundamental Refrigerant Management</b>                        | RWDI/MEP               | Open   |
| 6                                    | 5   |       | 1  | C | <b>Enhanced Commissioning</b>                                    | CxA/BECx               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 6%</b>                           | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 8%</b>                           | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 10%</b>                          | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 12%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 14%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 16%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 18%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 20%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 22%</b>                          | RWDI/MEP               | Open   |



# Redmond Town Center - Building 4IC

## LEEDv4 BD+C: New Construction - Scorecard

11/14/2022

| Available | Yes | Maybe | No |                                      |   | Responsible Discipline | Status |
|-----------|-----|-------|----|--------------------------------------|---|------------------------|--------|
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 24%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 26%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 29%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 32%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 35%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 38%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 42%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 46%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 50%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | C                                    | Advanced Energy Metering  | RWDI/Owner/MEP         | Open   |
| 2         |     | 2     |    | D                                    | Demand Response   | RWDI/Owner/MEP         | Closed |
| 3         |     | 3     |    | D                                    | Renewable Energy Production, 1%, 5%, 10%                                | RWDI/Owner/MEP         | Closed |
| 1         | 1   |       |    | D                                    | Enhanced Refrigerant Management   | RWDI/MEP               | Open   |
| 2         |     | 2     |    | C                                    | Green Power and Carbon Offsets - Through \$ of Green Power or Onsite PV | RWDI/Owner             | Open   |
| 33        | 10  | 22    | 1  | Total Points for Energy & Atmosphere |   |                        |        |

### MATERIALS & RESOURCES

|    |   |   |   |  |   |                 |      |
|----|---|---|---|--|---|-----------------|------|
| P  | Y |   |   | D                                      | Storage and Collection of Recyclables                 | RWDI/Arch       | Open |
| P  | Y |   |   | D                                      | Construction and Demolition Waste Management Planning | RWDI/GC         | Open |
| 5  | 3 | 1 | 1 | C                                      | Building Life-Cycle Impact Reduction - Requires LCA   | RWDI/Owner/Arch | Open |
| 2  | 1 | 1 |   | C                                      | BPDO: Environmental Product Declarations (EPDs)       | RWDI/Arch/GC    | Open |
| 2  |   | 1 | 1 | C                                      | BPDO: Sourcing of Raw Materials                       | RWDI/Arch/GC    | Open |
| 2  | 1 | 1 |   | C                                      | BPDO: Material Ingredients (HPDs)                     | RWDI/Arch/GC    | Open |
| 2  | 1 | 1 |   | C                                      | Construction and Demolition Waste Management          | RWDI/GC         | Open |
| 13 | 6 | 5 | 2 | Total Points for Materials & Resources |   |                 |      |

### INDOOR ENVIRONMENTAL QUALITY

|    |    |   |   |   |   |               |      |
|----|----|---|---|---|---|---------------|------|
| P  | Y  |   |   | D   | Minimum Indoor Air Quality Performance                                    | RWDI/MEP      | Open |
| P  | Y  |   |   | D   | Environmental Tobacco Smoke (ETS) Control                                 | RWDI          | Open |
| 2  | 2  |   |   | D   | Enhanced Indoor Air Quality Strategies                                    | RWDI/MEP      | Open |
| 3  | 2  | 1 |   | C   | Low-Emitting Materials  | RWDI/Arch/GC  | Open |
| 1  | 1  |   |   | C   | Construction IAQ Management Plan  | RWDI/GC       | Open |
| 2  | 1  | 1 |   | C   | Indoor Air Quality Assessment - Requires building flushout or IAQ testing | RWDI/MEP      | Open |
| 1  | 1  |   |   | D   | Thermal Comfort   | RWDI/MEP      | Open |
| 2  | 1  | 1 |   | D   | Interior Lighting   | RWDI/Arch/MEP | Open |
| 3  | 3  |   |   | D   | Daylight - Requires daylight modeling                                     | RWDI/MEP      | Open |
| 1  | 1  |   |   | D   | Quality Views   | RWDI/Arch     | Open |
| 1  |    | 1 |   | D   | Acoustic performance  | RWDI/MEP      | Open |
| 16 | 12 | 4 | 0 | Total Points for Indoor Environmental Quality |   |               |      |

### INNOVATION

|   |   |   |   |                             |                               |            |      |
|---|---|---|---|-----------------------------|-------------------------------|------------|------|
| 1 | 1 |   |   | C                           | TBD: Innovation               | RWDI/Owner | Open |
| 1 | 1 |   |   | C                           | TBD: Innovation               | RWDI/Owner | Open |
| 1 | 1 |   |   | C                           | TBD: EP                       | RWDI       | Open |
| 1 | 1 |   |   | C                           | TBD: EP                       | RWDI       | Open |
| 1 |   | 1 |   | C                           | Pilot Credit: TBD             | RWDI       | Open |
| 1 | 1 |   |   | C                           | LEED® Accredited Professional | RWDI       | Open |
| 6 | 5 | 1 | 0 | Total Points for Innovation |                               |            |      |

### REGIONAL PRIORITY

|   |   |   |   |                                    |  |      |      |
|---|---|---|---|------------------------------------|--|------|------|
| 1 |   | 1 |   | C                                  | BPDO: Sourcing of Raw Materials - threshold - 1 point          | RWDI | Open |
| 1 | 1 |   |   | D                                  | BPDO: Environmental Product Declarations - threshold - 1 point | RWDI | Open |
| 1 |   | 1 |   | D                                  | Indoor Water Use Reduction - threshold - 4 points              | RWDI | Open |
| 1 |   | 1 |   | C                                  | Rainwater Management - threshold - 3 points                    | RWDI | Open |
|   |   |   |   | D                                  | Demand Response  |      |      |
|   |   |   |   | D                                  | Renewable Energy Production                                    |      |      |
| 4 | 1 | 3 | 0 | Total Points for Regional Priority |  |      |      |

|     |    |    |    |                         |  |  |  |        |               |
|-----|----|----|----|-------------------------|--|--|--|--------|---------------|
| 110 | 53 | 46 | 10 | Total Points Attempting |  |  |  | Silver | Current Level |
|-----|----|----|----|-------------------------|--|--|--|--------|---------------|

99

Total Points Possible: Certified 40-49, Silver 50-59, Gold 60-79, Platinum 80+

## Glenn Coil

---

**From:** Woodruff, Patrick <Patrick.Woodruff@hines.com>  
**Sent:** Thursday, December 1, 2022 4:40 PM  
**To:** Planning Commission  
**Cc:** Jeff Churchill; Seraphie Allen  
**Subject:** Redmond Town Center Code Amendment  
**Attachments:** Planning Commission Summary Memo 221201.pdf

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

Planning Commission,

Thank you for your continued consideration of the proposed Town Center Code Amendment. Please see attached summary memo providing responses and commentary to the questions and discussion during the November 16<sup>th</sup> study session. Please let me know any specific questions or clarifications.

Thanks,

**Patrick Woodruff**

**Hines**

801 Second Avenue, Suite 800 | Seattle, WA 98104  
P 206 839 8424

**Intelligent Real Estate Investment, Development and Management**

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# Hines

Dear Planning Commissioners,

Thank you for the thoughtful commentary and discussion around the proposed Redmond Town Center Code Amendment. Following the most recent Planning Commission meeting on November 16<sup>th</sup>, and in advance of the upcoming meeting on December 7<sup>th</sup>, please find below responses and additional information on the discussion points we heard brought up during the most recent meeting.

## Timing / Process

We heard several questions regarding why this code amendment is being brought to Planning Commission now, so close to the Redmond 2050 process, and wanted to provide some context.

We have been working with staff and have been engaged with the code amendment process for quite some time. The official Code Amendment process began ***almost two years ago***, in January of 2021. Our initial application, submitted in Q1 of 2021, was paired with a corresponding Comprehensive Plan Amendment.

Planning Commission recommended approval of both the Comprehensive Plan Amendment, and the original Code Amendment, in November of 2021. From there, City Council approved the Comprehensive Plan Amendment last spring. The Code Amendment was remanded back to Planning Commission with an ask to focus on specific objectives identified by Council.

As mentioned during the Nov. 2<sup>nd</sup> Planning Commission meeting, we have made significant updates to the Code Amendment based on feedback received from City Council last spring. I have included a summary of the changes to date in **Exhibit A** (not including the changes discussed in response to Commissioner Aparna's recommendations, summarized later in this memo).

Following the Code Amendment, we expect an 18-24 month process to negotiate the Development Agreement and Master Plan with City Council, followed by a ~12 month permitting window. In total, that would represent a 5-year entitlement and permitting window as a best-case scenario.

## Why Now

At the core of the Redmond Town Center's initial development approval in the mid-90's were 37 design conditions. These core values and design objectives are still best practices for mixed use development and form the foundation for anything we do at RTC.

Without listing all of them, I would highlight one in particular - *utilizing density at the center of the project to minimize land area and ensure the preservation of open space*. This design condition is more important in the current retail environment and with the upcoming introduction of light rail.

While the foundation remains the same, Redmond and the global retail environment have changed dramatically in the 25 years since Redmond Town Center first opened. RTC was delivered before the modern internet, before online shopping, and before streaming. Today, the project is not meeting the intent of its original design objectives - it is largely interior facing with a “car-first” character and has limited engagement with a much expanded downtown Redmond.

Successful retail today hinges on experience and vibrancy, and to accomplish that, we need two things:

1. New capital to reframe the existing retail and improve the center’s internal energy, while better engaging downtown Redmond and the Light Rail station, and,
2. Additional density to support the retail.

It is important to note that **both** things must happen to be successful. Adequate density is **required** to create a successful retail atmosphere – there are a host of examples locally and nationally of that dynamic at play. Further, without the economic support from new density, in addition to not enough captive audience, too much of an economic burden would be placed on the retailers.

The results of this dynamic are evident in the current merchandising mix at the center. A number of the original retail anchors have vacated, replaced by office or quasi-office users, and restaurant use is down to approximately 15% of the overall rentable area of the retail core (based on benchmarked projects, that should be closer to 25% - 30%). Addressing the two items noted above (reframing the existing retail, and added density) is critical to reframing RTC as the retail heart of downtown Redmond.

With respect to process, in the attached **Exhibit B** we have overlaid the proposed timeline of this code amendment with the same timeline if this process was done as part of Redmond 2050. The result is a delay of about two years in the Redmond 2050 scenario. While this may not seem like much in the context of a 25-year master plan, with design and construction timelines, with that two-year delay the completion of physical improvements to the project are pushed out to 2030 or later.

That has significant implications for Redmond Town Center. With the proposed code amendment, we can commit to specific enhancements with a Master Plan and Development Agreement approval in the next 18 - 24 months, and continue to build on momentum created with great new tenant leases like Flatstick Pub and Kizuki Ramen. A two-year delay results in more of the same, and will make it exponentially harder to recapture retailer engagement and create the kind of activity we’re driving towards.

### **Commissioner Aparna Recommended Changes**

We appreciate the specific feedback and recommendations from Commissioner Aparna, particularly on the sustainability objectives within the incentive table structure. We have reviewed them in detail, including with third party engineering firm RWDI. ***We are largely in agreement with the proposed updates to the incentive structure, apart from a few edits.***

Attached as **Exhibit C** is a redlined mark up to Commissioner Aparna’s notes, reflective of our suggested edits. Those changes are summarized as follows:

## Clarifying Edits

We believe the following maintain the intent of the original mark up and discussion from the Nov 16<sup>th</sup> Commission Meeting:

- With respect to EV Charging Stations, the pending state code updates will require **30% of stalls to be “EV Capable”** – broken out as 10% EV Chargers + 10% EV Ready + 10% EV Capable. The section from the code is cited in the attached mark up. We believe the 30% threshold is adequate.
- We’ve clarified the obligation for green power purchase to provide for five successive one-year contracts based on feedback we received from PSE regarding their contracting ability.
- Consistent with the Planning Commission discussion from 11/16, we have noted that the non-incentive table items (Carpool/Vanpool spaces, Electrification) should be noted as recommended items for Council to consider as part of the Master Plan / Development Agreement process, rather than as part of a code amendment.

## Substantive Edits

The one substantive change we have made is modifying the lowest incentive threshold for sustainable development from LEED Platinum to LEED Gold.

We appreciate creating more substantive goals for sustainable development within the incentive structure but believe the lowest threshold should be more attainable.

While we agree that the site will generate some LEED points based on location and compliance with Code, attaining LEED Gold requires significant design decisions and steps well above and beyond baseline code compliance under the updated LEED 4.0 rating system.

To that end, we engaged engineering firm RWDI (<https://www.rwdi.com/>) to evaluate **preliminary** LEED performance at RTC based **solely** on location and code compliance, with the following take aways:

- The project’s location is likely to generate ~13 LEED points (reflected in the Sustainable Sites and Transportation LEED categories).
- Compliance with IECC 2018 with associated Washington Amendments (i.e., State Energy Code), likely results in energy savings of ~4% - 10% above the baseline AHRAE 2010 standard. That savings would result in 3 - 4 additional LEED points, for a combined 17 LEED points based on energy code compliance and location.
- Compliance with the updated energy code will improve this threshold, but even with 3 - 4 additional points, we are still only at 20 - 21 LEED points based on energy code compliance and location.
- LEED Gold requires 60 points, leaving a large delta of items necessary to obtain before reaching Gold level certification.

Having said that, Hines will design a building that will likely result in more efficient project than baseline code compliance. To provide a more thorough snapshot, I have attached a sample LEED scorecard as **Exhibit D** reflecting what we view as reasonably achievable points based on a thoughtful design (i.e., what we would design above and beyond Code).



Performing to the attached sample scorecard would require specific design decisions beyond code compliance, but not represent a significant departure from what we would view as a building meeting world class standards. Based on the above, the project would achieve LEED Silver certification. ***I would highlight this is theoretical only – we’re way too early in the design to start talking about specific points, but can develop the attached based on similar recent projects.***

As you’ll note in the attached, LEED Silver should be reasonably achievable without stretching too far. However, achieving Gold would require at least 7 additional points, and Platinum would require at least 27 additional points (if even feasible). In each case, achieving those thresholds would ***require making additional specific design commitments*** to sustainable development practices, ***across multiple impact*** areas like water efficiency, indoor environmental quality, and materials and resources, well in excess of what would result from a standard design approach.

And, as you continue to work your way up the scorecard, each incremental point becomes more challenging to obtain as the low hanging fruit has already been harvested (i.e., the step function in impact is non-linear). Some points and objectives are unattainable based on project location and design, which makes achieving LEED Platinum, while a great goal, not something we can definitively say is achievable at this stage in the project.

### **Parking**

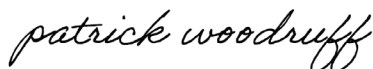
The existing signs referenced by Commission Chair Nichols will be removed by December 6<sup>th</sup>. However, we need to have a method to monitor and enforce parking controls on site. At present, approximately 40% of the first level stalls in the G Garage are not customers of the center as specified under Code, but instead are contractors parking on site and working on the Light Rail station next door. Expedia, either overtly or simply via word of mouth, is using the site as a park n ride. Those issues / uses are not consistent with the code language, and the day long use of the parking is meaningfully harming our local retailers, a challenge that will become significantly worse with the opening of the light rail station.

Short term, we will work with Staff to come up with signs that comply with the existing Code provisions. Going forward, we will work with Staff to come up with workable control measures that protect retail parking.

### **In Closing**

Thank you, again, for the thoughtful commentary and feedback on the process thus far. Hopefully, the above discussion and attached modifications to the incentive table alleviate the concerns discussed thus far. We look forward to a continuing, successful partnership with Redmond and a successful and vibrant Redmond Town Center.

Thank you,



Patrick Woodruff



**Exhibit A**

|                               | Planning Commission Approved Nov. 10 <sup>th</sup>  | Updated  |
|-------------------------------|---|--|
| Affordable Housing            | <p><b><i>Incentives are Additive (i.e., 6 stories available in total)</i></b></p> <p>10% at 80% of AMI<br/>10% at 60% of AMI → 3 Stories</p> <p>50% of Affordable Units are 2 or 3 Bedrooms → 2 Stories</p> <p>Minimum of 10% of all units are 2 or 3 Bedrooms → 1 Story</p>  | <p><b><i>Priority Incentive – Language developed in partnership with ARCH</i></b></p> <p>20% at 60% of AMI</p> <p><b>AND</b></p> <p>One of the Following:</p> <p>35% of the affordable units have 2 Bedrooms and 15% of the affordable units have 3 Bedrooms</p> <p>Minimum of 10% of all units are 2 Bedrooms <b>and</b> minimum of 5% of all units are 3 bedrooms;</p> <p>Total of 4 Stories</p> |
| Benchmark                     | Planning Commission Approved Nov. 10 <sup>th</sup>  | Updated  |
| Local Commercial              | <p><b><i>Incentives are Additive (i.e., 2 stories available in total)</i></b></p> <p>10% of new ground level Commercial space or a total of 7,000 square feet of total commercial space to be dedicated to Local Commercial. → 1 Story</p> <p>Lesser of 25% or 4,000 square feet of commercial space is no larger than 1,000 square feet. → 1 Story</p> | Unchanged, other than "Local Commercial" defined.  |
| Sustainable Dev't             | <p><b><i>Incentives are Not Additive (i.e., max 3 stories available)</i></b></p> <p>50% of new development LEED Gold → 2 Stories</p> <p>100% of new development LEED Gold → 3 Stories</p>   | <p><b><i>Incentives are Not Additive (i.e., max 2 stories available)</i></b></p> <p>100% of new development LEED Gold → 1 Story</p> <p>100% of new development LEED Platinum → 2 Stories</p>   |
| Dev't Agmt                    | Required to utilize incentive table.  | Unchanged, but language strengthened / clarified   |
| Below Grade Parking & Aquifer | Geotechnical report demonstrating infeasibility of providing all parking below grade is required to build above-grade parking.  | <p><b><i>Language developed in partnership with Redmond Engineering</i></b></p> <p>Above grade parking is encouraged. Below grade parking is limited to (i) one floor, and, (ii) only available to replace parking previously allocated to existing Retail that is demolished as part of the development.</p> <p>All contingent on creating no adverse impact to Redmond's Aquifer.</p>            |

Exhibit B

| REDMOND TOWN CENTER -<br>PROPOSED CODE AMENDMENT | 2022 |    |    |    | 2023 |    |    |    | 2024 |    |    |    | 2025 |    |    |    | 2026 |    |    |    | 2027 |    |    |    |
|--|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|
| Preliminary Development Schedule                 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 |
| Comp Plan Amendment (Approved July '22)          |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Code Amendment                                   |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Master Plan / Development Agreement              |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Site Plan Approval / Permitting                  |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Construction                                     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |

| REDMOND TOWN CENTER -<br>REDMOND 2050 PROCESS | 2022 |    |    |    | 2023 |    |    |    | 2024 |    |    |    | 2025 |    |    |    | 2026 |    |    |    | 2027 |    |    |    |
|---|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|
| Preliminary Development Schedule              | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 |
| Comp Plan Amendment (Approved July '22)       |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Code Updates - Redmond 2050 Phase II          |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Master Plan / Development Agreement           |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Site Plan Approval / Permitting               |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Construction                                  |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |

## Exhibit C

### **Sustainable Development**

LEED and other green building systems reward projects highly when they have sustainable, central sites with reuse, access to mass transit, and centrally located to amenities; all of which is catered to automatically by this project. Additionally, WA state energy code requires a high level of energy efficiency from new construction along with several requirements that decarbonize the building. OS, by complying with state law, All this is much higher than the LEED system expectations. The building gets significantly higher LEED points by being code compliant. I believe that the incentive package has to incentivize actions beyond code compliance. I propose the following options:

- A. **3 stories max(not additive):** ILFI Zero Energy rating or NBI NZ building rating. This addresses 100% renewable energy procurement from PSE for the project.

<https://living-future.org/zero-energy/certification/>

<https://newbuildings.org/resource/getting-to-zero-database/>

<https://newbuildings.org/wp-content/uploads/2019/05/ZneTrackerFAQ2019.pdf>

- B. **2 stories max (Can be in addition to Option C):** 100% of the building is ILFI LBC 4.0 certified with minimum points in the following petals of Water, Materials, and Equity. (To be determined) <https://living-future.org/lbc/>
- C. **1 story max (Can be in addition to Option B or Option D):** 5-year contract (or five successive 1-year contracts if a 5-year contract is not available through PSE) to purchase PSE green power for 100% of the non-renewable power demand for the building.
- D. **1 story max (Can be in addition to Option C):** LEED ~~Platinum~~ Gold with specific point threshold (to be determined by staff) for water, waste, and materials.

### **Parking**

The incentives in each category could also be tied to EV chargers and designated spaces with these potential conditions to the applicant's request for parking floors and ratios:

- ~~Providing 5% of all spaces for EV parking and charging spaces beyond~~ Compliance with updated WA State Law, expected to be passed July 1, 2023, which will require 10% of stalls to have chargers, an additional 10% to be EV Ready, and another 10% to be EV capable (for a total of 30% of stalls EV Capable) – see Table 429.2 in energy code here: (<https://app.leg.wa.gov/WAC/default.aspx?cite=51-50-0429>). ***Note: we believe a 30% EV Capable threshold is sufficient, and does not warrant additional provision.***
- As additional 2% of the parking spaces associated for commercial should be for EV carpools/ vanpools. ***[to be addressed and negotiated as part of the Master Plan / Development Agreement].***

- EV ready options for a further 10% of the spaces. This will ensure that residents of the housing are not overtly burdened later. *[to be addressed and negotiated as part of the Master Plan / Development Agreement].*

#### **Affordable Housing**

In the interest of equity, I propose that all affordable housing should also be readied for electrification as part of the incentive requirement. This could also be something that we require of all housing units. *[to be addressed and negotiated as part of the Master Plan / Development Agreement].*

**Exhibit D**



# Redmond Town Center - Building 4IC

## LEEDv4 BD+C: New Construction - Scorecard

11/14/2022

| Available                            | Yes | Maybe | No |   |  | Responsible Discipline | Status |
|--------------------------------------|-----|-------|----|---|--|------------------------|--------|
| <b>PROJECT INFORMATION</b>           |     |       |    |   |  |                        |        |
| <b>General Information</b>           |     |       |    |   |  | RWDI                   | Open   |
| <b>Minimum Program Requirements</b>  |     |       |    |   |  | RWDI/Owner             | Open   |
| <b>INTEGRATIVE PROCESS</b>           |     |       |    |   |  |                        |        |
| 1                                    | 1   |       |    | D | <b>Integrative Process</b>                                       | RWDI/ALL TEAMS         | Open   |
| 1                                    | 1   | 0     | 0  |   | Total Points for Integrative Process                             |                        |        |
| <b>LOCATION &amp; TRANSPORTATION</b> |     |       |    |   |  |                        |        |
| 16                                   |     |       | 16 | D | <b>LEED for Neighborhood Development Location</b>                | RWDI/Owner             | Open   |
| 1                                    | 1   |       |    | D | <b>Sensitive Land Protection</b>                                 | RWDI/Owner             | Open   |
| 2                                    |     | 1     |    | D | <b>High Priority Site</b>  | RWDI/Owner             | Open   |
| 5                                    | 4   |       | 1  | D | <b>Surrounding Density and Diverse Uses</b>                      | RWDI                   | Open   |
| 5                                    | 3   | 1     | 1  | D | <b>Access to Quality Transit</b>                                 | RWDI                   | Open   |
| 1                                    | 1   |       |    | D | <b>Bicycle Facilities</b>  | RWDI/Arch              | Open   |
| 1                                    |     | 1     |    | D | <b>Reduced Parking Footprint - 30% reduction from ITE Manual</b> | RWDI/Arch              | Open   |
| 1                                    | 1   |       |    | D | <b>Green Vehicles</b>  | RWDI/Arch              | Open   |
| 16                                   | 10  | 3     | 2  |   | Total Points for Location & Transportation                       |                        |        |
| <b>SUSTAINABLE SITES</b>             |     |       |    |   |  |                        |        |
| P                                    | Y   |       |    | C | <b>Construction Activity Pollution Prevention</b>                | RWDI/GC                | Open   |
| 1                                    | 1   |       |    | D | <b>Site Assessment</b>   | RWDI                   | Open   |
| 2                                    |     |       | 2  | D | <b>Site Development: Protect or Restore Habitat</b>              | RWDI/Owner             | Open   |
| 1                                    |     |       | 1  | D | <b>Open Space</b>  | RWDI/Owner             | Open   |
| 3                                    |     | 3     |    | D | <b>Rainwater Management</b>                                      | RWDI/Land Arch         | Open   |
| 2                                    | 1   | 1     |    | D | <b>Heat Island Reduction</b>                                     | RWDI/Arch              | Open   |
| 1                                    | 1   |       |    | D | <b>Light Pollution Reduction</b>                                 | RWDI/MEP               | Open   |
| 10                                   | 3   | 4     | 3  |   | Total Points for Sustainable Sites                               |                        |        |
| <b>WATER EFFICIENCY</b>              |     |       |    |   |  |                        |        |
| P                                    | Y   |       |    | D | <b>Outdoor Water Use Reduction</b>                               | RWDI/Land Arch         | Open   |
| P                                    | Y   |       |    | D | <b>Indoor Water Use Reduction</b>                                | RWDI/Arch/MEP          | Open   |
| P                                    | Y   |       |    | D | <b>Building-level Water Metering</b>                             | RWDI/MEP               | Open   |
| 2                                    | 1   | 1     |    | D | <b>Outdoor Water Use Reduction</b>                               | RWDI/Land Arch         | Open   |
| 1                                    | 1   |       |    | D | <b>Indoor Water Use Reduction, 25%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    | 1   |       |    | D | <b>Indoor Water Use Reduction, 30%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    | 1   |       |    | D | <b>Indoor Water Use Reduction, 35%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    |     | 1     |    | D | <b>Indoor Water Use Reduction, 40%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    |     | 1     |    | D | <b>Indoor Water Use Reduction, 45%</b>                           | RWDI/Arch/MEP          | Open   |
| 1                                    |     | 1     |    | D | <b>Indoor Water Use Reduction, 50%</b>                           | RWDI/Arch/MEP          | Open   |
| 2                                    |     |       | 2  | D | <b>Cooling Tower Water Use</b>                                   | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Water Metering</b>  | RWDI/MEP               | Open   |
| 11                                   | 5   | 4     | 2  |   | Total Points for Water Efficiency                                |                        |        |
| <b>ENERGY &amp; ATMOSPHERE</b>       |     |       |    |   |  |                        |        |
| P                                    | Y   |       |    | C | <b>Fundamental Commissioning and Verification</b>                | CxA                    | Open   |
| P                                    | Y   |       |    | D | <b>Minimum Energy Efficiency Performance</b>                     | RWDI/MEP               | Open   |
| P                                    | Y   |       |    | D | <b>Building Level Energy Metering</b>                            | RWDI/MEP               | Open   |
| P                                    | Y   |       |    | D | <b>Fundamental Refrigerant Management</b>                        | RWDI/MEP               | Open   |
| 6                                    | 5   |       | 1  | C | <b>Enhanced Commissioning</b>                                    | CxA/BECx               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 6%</b>                           | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 8%</b>                           | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 10%</b>                          | RWDI/MEP               | Open   |
| 1                                    | 1   |       |    | D | <b>Optimize Energy Performance, 12%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 14%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 16%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 18%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 20%</b>                          | RWDI/MEP               | Open   |
| 1                                    |     | 1     |    | D | <b>Optimize Energy Performance, 22%</b>                          | RWDI/MEP               | Open   |



# Redmond Town Center - Building 4IC

## LEEDv4 BD+C: New Construction - Scorecard

11/14/2022

| Available | Yes | Maybe | No |                                      |   | Responsible Discipline | Status |
|-----------|-----|-------|----|--------------------------------------|---|------------------------|--------|
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 24%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 26%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 29%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 32%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 35%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 38%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 42%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 46%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | D                                    | Optimize Energy Performance, 50%  | RWDI/MEP               | Open   |
| 1         |     | 1     |    | C                                    | Advanced Energy Metering  | RWDI/Owner/MEP         | Open   |
| 2         |     | 2     |    | D                                    | Demand Response   | RWDI/Owner/MEP         | Closed |
| 3         |     | 3     |    | D                                    | Renewable Energy Production, 1%, 5%, 10%                                | RWDI/Owner/MEP         | Closed |
| 1         | 1   |       |    | D                                    | Enhanced Refrigerant Management   | RWDI/MEP               | Open   |
| 2         |     | 2     |    | C                                    | Green Power and Carbon Offsets - Through \$ of Green Power or Onsite PV | RWDI/Owner             | Open   |
| 33        | 10  | 22    | 1  | Total Points for Energy & Atmosphere |   |                        |        |

### MATERIALS & RESOURCES

|    |   |   |   |  |   |                 |      |
|----|---|---|---|--|---|-----------------|------|
| P  | Y |   |   | D                                      | Storage and Collection of Recyclables                 | RWDI/Arch       | Open |
| P  | Y |   |   | D                                      | Construction and Demolition Waste Management Planning | RWDI/GC         | Open |
| 5  | 3 | 1 | 1 | C                                      | Building Life-Cycle Impact Reduction - Requires LCA   | RWDI/Owner/Arch | Open |
| 2  | 1 | 1 |   | C                                      | BPDO: Environmental Product Declarations (EPDs)       | RWDI/Arch/GC    | Open |
| 2  |   | 1 | 1 | C                                      | BPDO: Sourcing of Raw Materials                       | RWDI/Arch/GC    | Open |
| 2  | 1 | 1 |   | C                                      | BPDO: Material Ingredients (HPDs)                     | RWDI/Arch/GC    | Open |
| 2  | 1 | 1 |   | C                                      | Construction and Demolition Waste Management          | RWDI/GC         | Open |
| 13 | 6 | 5 | 2 | Total Points for Materials & Resources |   |                 |      |

### INDOOR ENVIRONMENTAL QUALITY

|    |    |   |   |   |   |               |      |
|----|----|---|---|---|---|---------------|------|
| P  | Y  |   |   | D   | Minimum Indoor Air Quality Performance                                    | RWDI/MEP      | Open |
| P  | Y  |   |   | D   | Environmental Tobacco Smoke (ETS) Control                                 | RWDI          | Open |
| 2  | 2  |   |   | D   | Enhanced Indoor Air Quality Strategies                                    | RWDI/MEP      | Open |
| 3  | 2  | 1 |   | C   | Low-Emitting Materials  | RWDI/Arch/GC  | Open |
| 1  | 1  |   |   | C   | Construction IAQ Management Plan  | RWDI/GC       | Open |
| 2  | 1  | 1 |   | C   | Indoor Air Quality Assessment - Requires building flushout or IAQ testing | RWDI/MEP      | Open |
| 1  | 1  |   |   | D   | Thermal Comfort   | RWDI/MEP      | Open |
| 2  | 1  | 1 |   | D   | Interior Lighting   | RWDI/Arch/MEP | Open |
| 3  | 3  |   |   | D   | Daylight - Requires daylight modeling                                     | RWDI/MEP      | Open |
| 1  | 1  |   |   | D   | Quality Views   | RWDI/Arch     | Open |
| 1  |    | 1 |   | D   | Acoustic performance  | RWDI/MEP      | Open |
| 16 | 12 | 4 | 0 | Total Points for Indoor Environmental Quality |   |               |      |

### INNOVATION

|   |   |   |   |                             |                               |            |      |
|---|---|---|---|-----------------------------|-------------------------------|------------|------|
| 1 | 1 |   |   | C                           | TBD: Innovation               | RWDI/Owner | Open |
| 1 | 1 |   |   | C                           | TBD: Innovation               | RWDI/Owner | Open |
| 1 | 1 |   |   | C                           | TBD: EP                       | RWDI       | Open |
| 1 | 1 |   |   | C                           | TBD: EP                       | RWDI       | Open |
| 1 |   | 1 |   | C                           | Pilot Credit: TBD             | RWDI       | Open |
| 1 | 1 |   |   | C                           | LEED® Accredited Professional | RWDI       | Open |
| 6 | 5 | 1 | 0 | Total Points for Innovation |                               |            |      |

### REGIONAL PRIORITY

|   |   |   |   |                                    |  |      |      |
|---|---|---|---|------------------------------------|--|------|------|
| 1 |   | 1 |   | C                                  | BPDO: Sourcing of Raw Materials - threshold - 1 point          | RWDI | Open |
| 1 | 1 |   |   | D                                  | BPDO: Environmental Product Declarations - threshold - 1 point | RWDI | Open |
| 1 |   | 1 |   | D                                  | Indoor Water Use Reduction - threshold - 4 points              | RWDI | Open |
| 1 |   | 1 |   | C                                  | Rainwater Management - threshold - 3 points                    | RWDI | Open |
|   |   |   |   | D                                  | Demand Response  |      |      |
|   |   |   |   | D                                  | Renewable Energy Production                                    |      |      |
| 4 | 1 | 3 | 0 | Total Points for Regional Priority |  |      |      |

|     |    |    |    |                         |  |  |  |        |               |
|-----|----|----|----|-------------------------|--|--|--|--------|---------------|
| 110 | 53 | 46 | 10 | Total Points Attempting |  |  |  | Silver | Current Level |
|-----|----|----|----|-------------------------|--|--|--|--------|---------------|

99

Total Points Possible: Certified 40-49, Silver 50-59, Gold 60-79, Platinum 80+

## Exhibit G

**From:** Gloria Meerscheidt <[GMeerscheidt@REDMOND.GOV](mailto:GMeerscheidt@REDMOND.GOV)>  
**Sent:** Thursday, October 6, 2022 11:32 AM  
**To:** Kim Dietz <[KDIETZ@REDMOND.GOV](mailto:KDIETZ@REDMOND.GOV)>  
**Subject:** FW: 41428 - Please publish LAND202200254 RTC Code Amendment on Tuesday, October 11, 2022

Hey Kim,

This is an FYI. We are moving right along.

I will save the email as documentation for the Certificate of Mailing. Then I save this information in EnerGov.

Gloria

**Gloria Meerscheidt**  
Administrative Specialist, City of Redmond



425-556-2407

[gmeerscheidt@redmond.gov](mailto:gmeerscheidt@redmond.gov)

[www.redmond.gov](http://www.redmond.gov)

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



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**From:** Legals <[legals@seattletimes.com](mailto:legals@seattletimes.com)>  
**Sent:** Thursday, October 6, 2022 11:04 AM  
**To:** Gloria Meerscheidt <[GMeerscheidt@REDMOND.GOV](mailto:GMeerscheidt@REDMOND.GOV)>  
**Subject:** RE: 41428 - Please publish LAND202200254 RTC Code Amendment on Tuesday, October 11, 2022

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

Hi Gloria,  
This notice is scheduled to publish on Oct. 11, the total is \$151.64.  
Thank you,



**NOTICE OF PUBLIC HEARING  
CITY OF REDMOND**

**Redmond Zoning Code Amendment:  
Redmond Town Center  
(LAND-2022-00254)**

The City of Redmond Planning Commission will hold a Public Hearing at Redmond City Hall Council Chambers, 15670 NE 85th Street, Redmond, Washington on **November 2, 2022 at 7 p.m.** or as soon thereafter, on:

**SUBJECT:** Zoning Code Amendment for Town Center Zone to provide incentives for additional height in exchange for public benefits, along with minor clarifications to Zone design standards. Project number: LAND-2022-00254.

**REQUESTED ACTION:** Planning Commission recommendation on the proposed amendment to the Redmond Zoning Code.

**PUBLIC PARTICIPATION:** Join in-person at City Hall, watch live at [redmond.gov/RCTV](http://redmond.gov/RCTV), Comcast channel 21, Ziplay channel 34, on [facebook.com/CityofRedmond](https://facebook.com/CityofRedmond), or listen live by phone by calling 510-335-7371.

Public comment can be provided in-person or by phone during the meeting by providing a name and phone number to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the day of the hearing.

Written public comments should be submitted prior to the hearing by email to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the hearing date. Comments may also be sent by mail to: Planning Commission, MS: 4SPL, P.O. Box 97010, Redmond, Washington, 98073-9710.

For more information about the proposed Redmond Town Center Zoning Code Amendment, please visit [redmond.gov/1860/Redmond-Town-Center](http://redmond.gov/1860/Redmond-Town-Center). If you have any comments, questions, or would like to be a Party-of-Record on this proposal, please contact Glenn Coil, Senior Planner, 425-556-2742, [gcoil@redmond.gov](mailto:gcoil@redmond.gov).

A copy of the proposal is available at [redmond.gov/Planning-Commission](http://redmond.gov/Planning-Commission). If you are hearing or visually impaired, please notify Planning Department staff at 425-556-2441 one week in advance of the hearing to arrange for assistance.

**LEGAL NOTICE:** October 11, 2022

**Holly Botts** (she/her)

*Legal Advertising Representative*

p: (206) 652-6604

e: [hbotts@seattletimes.com](mailto:hbotts@seattletimes.com)



**From:** Gloria Meerscheidt <[GMeerscheidt@REDMOND.GOV](mailto:GMeerscheidt@REDMOND.GOV)>  
**Sent:** Thursday, October 6, 2022 10:14 AM  
**To:** Legals <[legals@seattletimes.com](mailto:legals@seattletimes.com)>  
**Cc:** Gloria Meerscheidt <[GMeerscheidt@REDMOND.GOV](mailto:GMeerscheidt@REDMOND.GOV)>  
**Subject:** 41428 - Please publish LAND202200254 RTC Code Amendment on Tuesday, October 11. 2022

Hello Seattle Times Representative,

Please publish the enclosed attachment (word format) as a liner ad on Tuesday, October 11, 2022.

Attachment: LAND202200254 RTC Code Amendment Seattle Times Word Format.

Please respond to verify this request.

Thank you,

**Gloria Meerscheidt**  
Administrative Specialist, City of Redmond



.....  
☎ 425-556-2407

✉ [gmeerscheidt@redmond.gov](mailto:gmeerscheidt@redmond.gov)

🖱 [www.redmond.gov](http://www.redmond.gov)

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# Exhibit H



## Technical Committee Report to the Planning Commission October 20, 2022

### PRIVATELY-INITIATED TEXT AMENDMENT TO THE REDMOND ZONING CODE Town Center Zoning District and Design Standards

| PROJECT INFORMATION  |   |
|----------------------|---|
| Project File Number: | LAND-2022-00254/SEPA-2021-00452   |
| Applicant:           | Hines Interests, LP for FHR Main Retail Center, LLC   |
| Proposal:            | Town Center Zoning District and Design Standards ( <i>Remand of Town Center Zoning District Amendments that were part of Phase 1 of Redmond Zoning Code Rewrite</i> )   |
| Staff Contacts:      | Seraphie Allen, Deputy Director, Planning and Community Development<br>Jeff Churchill, Manager, Long Range Planning<br>Kimberly Dietz, Principal Planner, Economic Development and Business Operations, Community Development and Implementation<br>Glenn Coil, Senior Planner, Long Range Planning |

#### APPLICABLE CRITERIA FOR REVIEW

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

- A. RZC 21.76.070 Criteria for Evaluation and Action.
- B. RZC 21.76.070.AE Zoning Code Amendment -Text

#### TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

##### REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

N/A - no Comprehensive Plan amendments proposed.

##### REDMOND ZONING CODE TEXT AMENDMENT SUMMARY

The proposal (LAND-2022-00254) involves amendments to the zoning code that address a portion of the Town Center zoning district. Similar amendments were previously reviewed under Redmond Zoning Code ReWrite Phase 1 (LAND-2021-00451 and SEPA-2021-00452). The proposed amendments are privately-initiated code amendments by Hines Interests, LP, representing owners of a portion of Redmond Town Center. Proposed amendments are included in Attachment A and include text changes to RZC 21.10.050 Town Center Regulations and Incentive Standards, and RZC 21.62.020 Downtown Design Standards - Town Center Zone.

## REDMOND ZONING CODE TEXT AMENDMENT CRITERIA

| RZC 21.76.070.B - CRITERIA APPLICABLE TO ALL LAND USE PERMITS  | MEETS/DOES NOT MEET CRITERIA   |
|--|--|
| Land use permits are reviewed by the City to determine consistency between the proposed project and the applicable regulations and Comprehensive Plan provisions, considering: the type of land use, level of development, availability of infrastructure, and character of the development. | <p><b>Meets</b></p> <ul style="list-style-type: none"> <li>• The proposed land uses are the same as those already allowed in the TWNC zoning district.</li> <li>• The level of development is consistent with policy DT-11, which allows for building height increases in exchange for exceptional public amenities.</li> <li>• The proposal could increase demand on public services and utilities, mitigation for which would be evaluated through a project-level environmental review and development agreement.</li> <li>• The character of any resulting development would be subject to design standards contained in the Redmond Zoning Code.</li> </ul> |
| RZC 21.76.070 AE - TEXT AMENDMENT  | MEETS/ DOES NOT MEET CRITERIA  |
| All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.  | <p><b>Meets</b></p> <p>Proposal is consistent with policy DT-11, which allows for building height increases in exchange for exceptional public amenities of project components that advance business diversity, housing, or environmental sustainability goals.</p> <p>Proposal is consistent with policy DT-13 concerning the health, vitality, and attractions of the Town Center zone.</p>  |

## REDMOND ZONING CODE MAP AMENDMENT SUMMARY

N/A - no Zoning Map changes proposed.

## ADDITIONAL RECOMMENDATIONS

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

1. Subterranean parking regulations should be aligned with the City's temporary construction dewatering work, recently summarized in a September 6, 2022 memo to the City Council.
2. The proposed amendment requires negotiation of a development agreement in order to take advantage of the proposed building height increases.

## STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

In accordance with WAC 197-11-340(2) an opportunity for comment and appeal period was provided from June 18, 2021 to July 19, 2021.

#### TECHNICAL COMMITTEE RECOMMENDATION

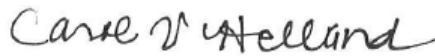
The Technical Committee has reviewed the proposed amendments and finds the amendments to be consistent with review criteria identified in below:

- A. RZC 21.76.070 Criteria for Evaluation and Action.
- B. RZC 21.76.070.AE Zoning Code Amendment -Text

The Technical Committee has identified two conditions listed above to ensure consistency with the review criteria.

---

Carol Helland, Planning and Community Development Director



---

Aaron Bert, Public Works Director

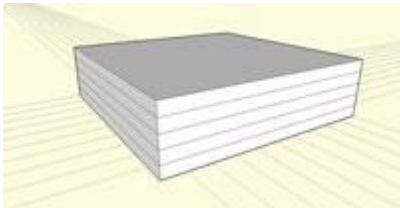
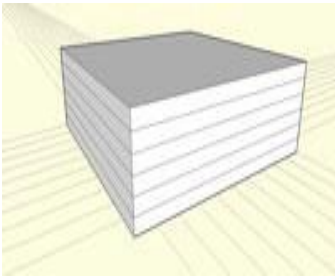


#### Attachments

- A. Proposed Amendments to the Redmond Zoning Code
- B. Community Involvement Report
- C. SEPA Threshold Determination

21.10.050 Town Center (TWNC) Zone.

- A. **Purpose.** Town Center is one of the City’s primary gathering places. Its mix of shops and restaurants, offices, hotel rooms and conference facilities, and eventually residences in the heart of the City is intended to bring people together during the day and evening for planned or casual meetings. The design of the buildings, street patterns, and public plazas are modern yet reflect the historic district in adjacent Old Town. Improvements in walking connections between the two districts will help both areas thrive. The long-term vision for Town Center is that it will continue to develop as a major gathering and entertainment place within the community, that its trails will be connected to Marymoor Park by a grade-separated connection across SR 520, and that transit service to and from the center will provide a choice equal in attractiveness to automobiles, walking, and biking. The design and development of this zone ~~is controlled by a Master Plan established to~~ seeks to ensure that development here integrates with and positively influences future redevelopment of the greater downtown area, and retains traditional building styles, street patterns, variety of uses, and public amenities.
- B. **Maximum Development Yield.**

| Table 21.10.050A<br>Maximum Development Yield  |             |   |   |   |
|--|-------------|---|---|---|
| Allowed  | Base        | Maximum<br><u>with</u><br><u>Incentives</u> | Illustrations   |   |
| Height   | 5 stories   | <del>6-12</del> stories                     | Example of a 5-story building   | Example of <del>6-12</del> -story building  |
| Lot Coverage   | 100 percent | 100 percent                                 |  |  |
| These are office building examples using <u>incentives</u> <del>Transfer Development Rights or Green Building Program</del> to achieve the maximum achievable floor area within the maximum allowed building height. Residential and mixed- use residential developments may achieve similar results. Residential and mixed-use residential developments may have similar height, but volume will differ due to setback and open space requirements. |             |   |   |   |

- C. **Regulations Common to All Uses.**

## Amendments

## RZC 21.10.050 Town Center (TWNC)

Table 21.10.050B Regulations Common to All Uses

| Regulation  | Standard   | Notes and Exceptions   |
|---|--|--|
| <b>Front Setback (distance from back of curb)</b>                   |  |  |
| Front and side street (commercial use)                              | See RZC 21.10.150. Map 10.4, Town Center Pedestrian System | <p>A. Setbacks along Downtown streets are regulated by the Downtown Pedestrian System which specifies street frontage standards between the street curb and the face of buildings, depending on site location.</p> <p>B. All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</p>  |
| <b>Setback Line (distance from property line)</b>                   |  |  |
| Side Commercial   | 0 feet   | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>   |
| Rear Commercial   | 0 feet   | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>   |
| Side Residential  | See RZC 21.10.130. D, Residential Setback Requirements     | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>   |
| Rear Residential  | 10 feet  | <del>All new development shall comply with the adopted Town Center Master Plan and Design Guidelines.</del> <u>Shall comply with Downtown Design Standards for the Town Center Zone.</u>   |
| Yard adjoining BNSF ROW or Parks                                    | 14 feet  |  |
| <b>Other Standards</b>  |  |  |
| Minimum Building Height   | n/a  |  |
| Maximum Building Height without TDRs or GBP                         | Varies   | <p>Mixed-Use area: four stories; hotel and conference center, full service – eight stories; other hotel - six stories. <u>Gateway</u> Office <del>Park</del> area: five stories. Bear Creek Retail Area: three stories.</p> <p>Mixed-use residential or residential use in Town Center: five stories outright. The Technical Committee shall administratively allow the height in the Mixed-Use overlay area to be increased to six stories if the building facade is recessed above the second floor and building modulation is provided to mitigate the bulk and mass from the additional height allowance.</p>  |
| Maximum Building Height with TDRs <del>or</del> GBP, <u>or EAAH</u> | Varies   | <p>One floor of additional height may be achieved with the use of Transfer Development Rights. See RZC 21.10.160, <i>Using Transfer Development Rights</i> (TDRs), <del>or</del> through compliance with RZC 21.67, <i>Green Building and Green Infrastructure Incentive Program</i> (GBP), except they may not be used to exceed eight stories where eight stories is allowed through bonus provisions. <u>An increase of height to a maximum of 12 stories may be sought through use of the Exceptional Amenities for Additional Height (EAAH) for projects within the Mixed-Use area. Table 21.10.050#. EAAH may not be used in combination with any other programs to increase height.</u></p> |
| Maximum Height  | 35 feet  | A. This height limit is restricted to that portion of the building physically located within the Shoreline Jurisdiction. (SMP)   |

## Amendments

## RZC 21.10.050 Town Center (TWNC)

|                             |                     |   |
|-----------------------------|---------------------|---|
| Within Shorelines (SMP)     |                     | b. The maximum height of structures, including bridges, that support a regional light rail transit system may be higher than 35 feet, but shall be no higher than is reasonably necessary to address the engineering, operational, environmental, and regulatory issues at the location of the structure. (SMP)   |
| Maximum Lot Coverage        | 100 percent         | <del>Governed by the Downtown Element of the Comprehensive Plan and the and Design Guidelines:</del><br><u>Less areas necessary for compliance with stormwater management and landscaping.</u>  |
| Base FAR Without TDRs       | Varies              | <del>A minimum of 600,000 square feet of gross leasable area shall be maintained as retail use. The maximum gross leasable area of allowed commercial space without TDRs is 1.49 million square feet. The 1.49 million square foot limit may be increased to a maximum of 1.80 million square feet through the acquisition and use of TDRs or the GBP, provided that TDRs or the GBP may not be used to increase the height of the hotel and conference center, full service, above eight stories/100 feet, and that a minimum of 140,000 square feet be reserved for a hotel and conference center, full service. The additional square footage allowed may be used for infill retail and general service uses that are part of mixed-use residential developments or infill developments. Floor area for residential uses is exempt from TDR requirements and maximum commercial floor area limitations.</del><br><u>Development within the Mixed-Use area will be required to maintain a minimum floor area of ground floor non-office commercial space as a condition to any Development Agreement. This minimum floor area will be determined during review of a proposed Development Agreement application.</u> |
| Allowed Residential Density | Depends on Lot Size | See RZC 21.10.130.B, <i>Downtown Residential Densities Chart</i> . <u>Floor area for residential uses is exempt from TDR requirements. The ground floor level shall include a mix of pedestrian-oriented uses.</u>  |
| Drive-through               | n/a                 | Drive-through facilities are prohibited except where expressly permitted in the Allowed Uses and Basic Development Standards table below.   |



**NEW SECTION****21.10.50.C.1 Exceptional Amenities for Additional Height**

- a. Development within a project limit may exceed the base height requirements contained in Table 21.10.050A by providing Exceptional Amenities for Additional Height (EAAH) as described in Table 21.10.050#.
- b. Requirements for Participation.
  - i. The project limit eligible for EAAH incentives must be entirely located within the Town Center Mixed Use subarea as shown in Figure 21.62.020S.
  - ii. A development agreement is required to identify the proposed project limit and ensure that the amenity proposed to earn additional height provides a proportionate public benefit.
  - iii. A master plan is required for all development seeking additional height through the EAAH.
  - iv. Technical Review. The City may require the applicant to pay for an independent technical review, by a consultant retained by the City, to verify the limitations, requirements, and techniques contained within this section have been satisfied.
- c. Limitations.
  - i. Incentives earned through the provisions of amenities from Table 21.10.050# may not be used in conjunction with Transfer of Development Rights or Green Building Program to increase height.
  - ii. No structure with any combination of uses and parking may exceed 12 total stories in height.
  - iii. No more than nine (9) stories of usable floor area may be achieved by providing EAAH pursuant to Table 21.10.050#.
  - iv. Up to three (3) additional stories dedicated to above-grade structured parking may be approved provided that no more than one (1) story of subterranean parking is proposed, and the following additional requirements are met.
    - A. Proposed parking is the minimum necessary to serve associated uses and shall not exceed the following maximum fully dedicated parking ratios for all existing and proposed uses within the project limit:
      - (a) 0.75 spaces/unit for residential uses; 2 spaces/1,000 s.f. office/business services uses; and 3.5 spaces/1,000 s.f. for food and beverage uses and retail services;
      - (b) The above ratios shall be based on fully dedicated parking stalls for each use, and shall not include those parking stalls owned by applicant that are leased, controlled, or dedicated to neighboring property owners or uses, via lease, easement, or other long term agreement executed prior to the effective date of this ordinance; and
      - (c) If any existing parking dedicated to existing retail or food

and beverage uses is displaced within the project limit, the displaced parking may be replaced within the project limit so long as the total parking ratio for retail and food and beverage uses does not exceed 3.5 spaces/1,000 s.f. within the project limit.

- B. Subterranean parking is only proposed if necessary to replace existing surface parking dedicated to existing retail or food and beverage uses within the project limit and is minimized to the greatest extent practicable. Any associated construction dewatering shall not create adverse impacts to the drinking water system or the stormwater system.
- v. Exceptional Amenities for Additional Height Requirements
- A. All techniques and incentives in Table 21.10.050# shall be applied across the project limit identified in the development agreement.
- B. Applicants are required to provide the Priority Technique in Table 21.10.050# before they are eligible to receive incentives for Additional Techniques.
- C. If construction of a multi-building development is to be phased, each phase shall provide for a proportionate installation of amenities. No phase may depend upon the future construction of amenities unless the development agreement includes a phasing plan that will ensure the public benefit of the amenity is received through on-site development or in-lieu fee payment within prescribed time horizon.
- D. The Development Agreement granting incentives for additional height and adjusting the phasing of incentives shall be recorded with the King County Recorder's Office or its successor agency. A copy of the recorded document shall be provided to the Director.

| <b><u>Table 21.10.050#</u></b><br><b><u>Exceptional Amenities for Additional Height</u></b> |   |                  |
|---|---|------------------|
|   | <u>Priority Technique</u>   | <u>Incentive</u> |
| <u>1</u>  | <p><b><u>Affordable housing and larger units:</u></b></p> <ul style="list-style-type: none"> <li>• <u>20% of units designated affordable at 60% Area Median Income (AMI). There is no requirement to also provide 10% designated for 80% AMI that would ordinarily be required under RZC 21.20.</u></li> </ul> <p><b><u>And</u></b></p> <ul style="list-style-type: none"> <li>• <u>One of the following thresholds is</u></li> </ul> | <u>4 stories</u> |

|          |   |                  |
|----------|---|------------------|
|          | <u>met:</u> <ul style="list-style-type: none"> <li>○ <u>Minimum 10% of all units (market rate and affordable) have two bedrooms or more and minimum 5% of all units have three bedrooms or more.</u></li> <li>○ <u>The greater of 35% or 15 of the affordable housing units have two bedrooms or more and the greater of 15% or 10 units have three bedrooms are more.</u></li> </ul>   |                  |
|          | <u>Additional Techniques</u>  | <u>Incentive</u> |
| <u>2</u> | <u><b>Small and Local Businesses:</b> 10% of new ground level commercial space or a total of 7,000 square feet of total commercial space to be dedicated to local commercial. Local Commercial is defined as a retail sales or food and beverage service use (as defined by RZC 21.78 Definitions) founded or based in King, Snohomish, or Pierce County that has less than three (3) locations. National franchises (e.g. 7-Eleven, Subway, GNC, etc.) shall not be considered a Local Commercial use.</u> | <u>1 story</u>   |
| <u>3</u> | <u><b>Small and Local Businesses:</b> The lesser of 25% or 4,000 square feet of commercial space can be no larger than 1,000 square feet to encourage and support startup and new businesses.</u>   | <u>1 story</u>   |
| <u>4</u> | <u>100% of new development LEED Gold or equivalent as determined by Code Administrator.</u>   | <u>2 stories</u> |
|          | <u>100% of new development LEED Platinum or equivalent as determined by Code Administrator.</u>   | <u>3 story</u>   |

Amendments  
RZC 21.10 Downtown Regulations:

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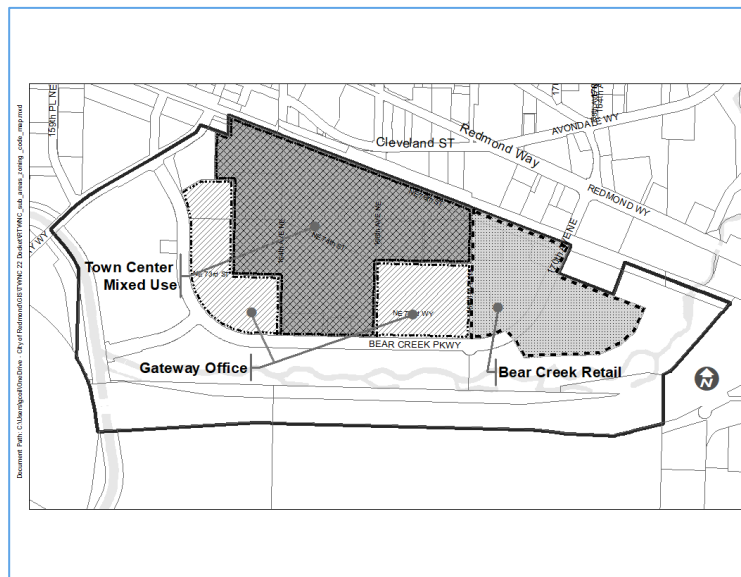
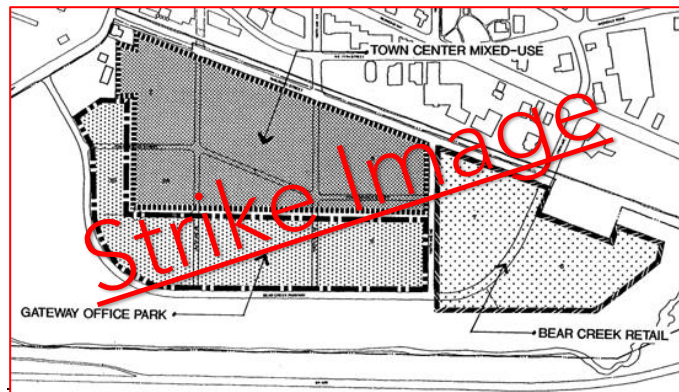
**21.62.020 Downtown Design Standards.**

**I. Town Center Zone.**

**1. Intent.**

- a. The Town Center zone consists of three subareas as shown and described below:

**Figure 21.62.020S  
Town Center Subareas**



i. The Town Center Mixed Use area emphasizes a pedestrian-oriented and connected district that complements the transportation network of the Old Town zone and provides a progressive architectural transition from historic character of Old Town to the surrounding modern districts. Primary design features for the Town Center Mixed Use zone include pedestrian-oriented uses along street frontages and sidewalk designs integrated into building architecture.

~~i. The Town Center Mixed-Use area design concept stresses a pedestrian-oriented, open air complex that mirrors the existing Old Town transportation network and the architectural character and scale of the historic portion of the Downtown neighborhood. Primary design features for the Town Center Mixed-Use area include storefronts along roadways, curbside parking, pedestrian plazas, and sidewalk designs that integrate into building architecture.~~

**Figure 21.62.020T  
Town Center**



ii. The ~~Parkway~~ Gateway Office area design concept features multilevel office buildings and an urban gateway facing SR 520. Building height, location, and architectural character are intended to create a strong urban perimeter and a varied urban texture connecting the site with the Downtown.

**Figure 21.62.020U  
Town Center**



iii. *Bear Creek Retail area provides for auto-oriented retail tenants.* The freestanding buildings with surface parking are distinct from the other two areas. However, architectural character, featured design elements, and pedestrian linkages incorporate a design commonality with the rest of the site.

b. *Gateway to Downtown.* The ~~Parkway~~-Gateway Office ~~sub~~area functions as a gateway to the City from SR 520. Development in this area should complement the other components of this gateway, Marymoor Park, and Bear Creek, by providing attractive, interesting urban activity. Development should be consistent with the natural environment by minimizing glare, providing indirect lighting, avoiding intense signage, and providing a soft edge where the urban and natural environments meet.

c. *Downtown Integration.* Connection to existing roads, including landscape treatment, road surface, sidewalk size and placement, with respect to the existing grid system, streetscape, and character consistent with current standards and regulations. Development in the design area shall further City goals for the following subareas:

i. *Leary Way.* Leary Way between the Sammamish River and the BNSF right-of-way shall remain as a “green gateway” to the City of Redmond.

ii. *Northern Boundary – Leary Way to 164<sup>th</sup> Avenue NE.* Building siting will maintain continuity of building frontage in order to integrate new development with the Old Town zone.

iii. *Northern Boundary – Leary Way to 170th Avenue NE.*

A. This area should provide linkage capability between existing public roadways north of BNSF right-of-way and private roadways south of same. These new alignments should provide extension of the established visual corridors.

B. New connections on the site to existing north/south roads in this area should be compatible with the character of the existing older improvements.

C. Retail buildings located at the northern edge of the site within the Town Center Mixed-Use area will establish functional and visual continuity with the Downtown. The character of the new buildings will be compatible with older existing buildings.

iv. *Bear Creek.*

A. The edge along Bear Creek should be kept as a natural area, with uses limited to passive activity and trail/pathway connections.

B. Signage in this area shall be limited to traffic, safety, and directional information, or be consistent with the public recreational use of the area.

C. Structures consistent with and supporting passive use of this area may be allowed, and should be kept to a minimum.

v. *Sammamish River.*

A. The edge along the Sammamish River shall serve as an extension of existing activity on the Sammamish River Trail just north of this design area. Uses should include trail and pathway activities.

B. Signage shall be limited to traffic, safety, and directional information or be consistent with the public recreational use of the area.

C. Structures consistent with and supporting trail/pathway activities may be allowed, and should be kept to a minimum.

vi. BNSF Right-of-Way (ROW) – Pedestrian Crossings. Design and construct City-approved architectural/urban design features, walkways, and landscaping on 164th Avenue NE and other locations as determined to be necessary.

## 2. Design Criteria.

### a. Architectural Guidelines.

i. *Siting of Buildings.* Buildings should be sited to enclose either a common space or provide enclosure to the street. All designs should appear as an integrated part of an overall site plan.

**Figure 21.62.020V  
Town Center**



- A. Encourage varieties of shapes, angles, and reliefs in the upper stories of structures over four stories.
- B. Large buildings should avoid continuous, flat facades.
- C. Avoid the use of false fronts.
- D. The ground floor of buildings should provide pedestrian interest and activity. The use of arcades, colonnades, or awnings to provide pedestrian protection is encouraged. Column and bay spacing along street fronts should be provided no greater than 36 feet apart in order to maintain a pedestrian-oriented scale and rhythm.



**Figure 21.62.020W  
Town Center**



E. Building design should utilize similar or complementary building material, colors, and scale of adjoining Old Town.

F. Buildings and facades in the Town Center Mixed-Use area should be a combination of brick, stucco-like finishes, smooth-finished concrete, and architectural metals. Building facades in the Town Center Mixed-Use and Parkway Office areas should have a greater proportion of voids (windows) than solids (blank walls) on pedestrian levels. Buildings and facades in the Bear Creek retail area should be primarily masonry products with concrete and architectural metals used for detailing if desired. In all design, there should be emphasis upon the quality of detail and special form in window treatments, columns, eaves, cornices, lighting, signing, etc.

G. Buildings and the spaces between them should provide easy and open access to the external public areas or plazas.

H. The scale of all structures in relationship to other structures and spaces is important. The scale should be two to three stories in the retail core. Some variation in heights contributes to the variety and complexity of the environmental experience, and is encouraged.

I. The development of ground level viewpoints on each building level which take advantage of solar access and views of the site's open spaces is encouraged.

J. Storefront design and materials should be unique while integrating into the architectural theme of the building facade of which they are a part.

ii. **Building Entry.** Orient building entrances to the street in a manner which provides easily identifiable and accessible pedestrian entryways. Highlight building entrances through landscape or architectural design features. Building entries should be designed in conjunction with the landscape treatment of pedestrian ways in the parking areas that directly relate to the entry.

iii. **Public Art.** Encourage public art in public areas of the Town Center zone, particularly in and around the Town Center Mixed-Use area.



iv. *Building Orientation.* Uses in the Town Center zone should be oriented externally as well as internally (as is applicable) by using outward-facing building facades, malls, entrances, and other design techniques.

A. Buildings in the Town Center Mixed-Use and Parkway Office areas should abut the sidewalks on at least one side and orient the primary entrance, or entrances, toward the street.

**Figure 21.62.020X**  
**Town Center Orientation to the Street**



v. *Building Colors and Materials.* Building colors and materials shall be selected to integrate with each other, other buildings in the Old Town zone, and other adjacent commercial areas, while allowing a richness of architectural expression for the various buildings.

A. Buildings should be constructed of materials that minimize light reflection and glare.

B. Care should be taken to avoid clashing colors on individual buildings and between adjacent buildings.

vi. *Windows and Displays.* Windows and display areas shall be located along pedestrian routes to enhance the pedestrian experience.

A. Storefronts should be visually open wherever practical. Stores should use enough glass so that the activity inside the store is obvious to the passerby. In all cases, merchandise should be easily visible to pedestrians.

B. Windows shall be provided on the street level in the Town Center Mixed-Use buildings rather than blank walls to encourage a visual and economic link between the business and passing pedestrians. A minimum of 60 percent of ground floor facades facing streets in the Town Center Mixed-Use area shall be in nonreflective, transparent glazing. Where windows cannot be provided, artwork in window boxes may be used with site plan review approval.

**Figure 21.62.020Y**  
**Town Center Outdoor Pedestrian Areas**



- vii. Future Development Pads. Future development pads shall be consistent with the design standards and shall provide pedestrian-scale exterior features.
  - viii. Design Consistency. Each phase of the development and redevelopment of parcels throughout the zone shall be designed to be consistent with, but not necessarily the same as, the balance of the project architecture, including materials, colors, and general style.
  - ix. *Pedestrian Features*. Provide pedestrian-scale external features, including such items as window and glass display cases, street furniture, and covered walkways.
  - x. Outdoor Pedestrian Areas. The outdoor pedestrian areas shall include special paving treatments, landscaping, and seating areas.
    - A. Outdoor and ground floor areas shall be designed to encourage outdoor activities, such as vendors, art displays, seating areas, outdoor cafes, abutting retail activities, and other features of interest to pedestrians.
  - xi. *Site Entrances*. Entrances to buildings, open spaces, gathering areas, and clustered buildings in Town Center ~~development~~ shall be emphasized with landscape treatments to strongly indicate the pedestrian orientation of these areas.
    - A. Architectural/urban design treatment of 166th Avenue NE shall encourage pedestrian circulation from the project to the Cleveland Street Retail area.
  - xii. Rooftops. Rooftops will be of a color that reduces glare and other types of visual impact on the adjacent residentially developed hillsides.
- b. Transportation Guidelines.
- i. Vehicular.
    - A. Street Configurations.
      - 1. Streets that are above existing grade should be designed in a manner to reduce visual impact of pavement area, such as using landscaping or berms.
      - 2. Encourage alignment of all streets to minimize the removal of all existing significant, healthy trees.

3. Streets shall not be wider than four travel lanes with the appropriate number of lanes at intersections between the zone and areas targeted for integration with the Downtown.
4. Vehicular circulation shall connect the various uses on the site to each other. Streets shall be designed to enhance viability of the project components.

**B. *Parking – Surface.***

1. Where possible, locate parking behind buildings and away from areas of high public visibility. Landscape and screen surface parking areas visible to the public.
2. The size and location of parking areas should be minimized and related to the group of buildings served.
3. Visual impact of surface parking areas should be minimized from the SR 520 corridor.
4. Landscaping should be provided to screen surface parking areas and provide transition between the project and surrounding areas, particularly when viewed from SR 520, Leary Way, and adjacent hillsides.

**Figure 21.62.020Z  
Town Center Parking**



5. Landscaped medians shall be provided where access and traffic allow.
6. Conflict between pedestrians and automobiles shall be minimized by designing streets to provide well-defined pedestrian walkways and crosswalks that reduce vehicle speeds.
7. Design and locate parking areas in a manner that will break up large areas of parking and encourage shared parking with existing Downtown uses.
- ~~8. Patrons of the retail center shall be allowed to use parking while patronizing other businesses in the Downtown. No rules, signage, or penalties shall be enacted by Town Center to preclude this parking allowance.~~

C. Parking – Structured. At least 50 percent of the parking provided for the entire site should occur in parking structures. The ratio of minimum structured parking shall be maintained for all phases of development of the Town Center Mixed-Use and the Parkway Office areas.

ii. Pedestrian.

A. *Linkages.*

1. Link proposed development to walkways, trails, and bicycle systems in the surrounding area by connecting and lining up directly to existing linkages, closing gaps, and treating crossings of barriers, such as the railroad, Bear Creek Parkway, and driveways, with special design treatment, minimizing barriers, designing with consistent materials, widths and locations, and providing safe, easy, and clearly identifiable access to and along the linkages. Safe, convenient, and attractive connections to Marymoor Park, the Sammamish River Trail, and the Bear Creek Trail system should be provided.
2. The sidewalk system shall be emphasized with landscape treatments to provide readily perceived pedestrian pathways through and around the Town Center zone.

B. Sidewalks.

1. When extending an existing sidewalk, the new walkway shall meet current standards and regulations where there is sufficient right-of-way, and be constructed of a material and dimension which are compatible with and improve upon the existing character.
2. Sidewalks shall meet similar standards to those of the approved pedestrian linkage system.
3. Paving of sidewalks and pedestrian crossings should be constructed of a uniform material that is compatible with the character of the zone. The private use of sidewalk rights-of-way areas may be appropriate for seasonal cafe seating or special displays.
4. Encourage alignment of new sidewalks to minimize the removal of all existing significant, healthy trees.

C. Arcades, Colonnades, and Canopies.

~~1. Consistent treatment within a single area is also encouraged in order to provide a strong identity of space.~~

~~2.~~ 1. Buildings should be designed to provide for weather and wind protection at the ground level. Buildings fronting sidewalks shall provide pedestrian weather protection by way of arcades, colonnades, or canopies a minimum of 48 inches in depth. The elements should be complementary to the building's design and design of contiguous weather protection elements on adjoining buildings. Materials and design should engender qualities of permanence and appeal.

~~3.~~ 2. Awnings or sunshades should be in keeping with the character of the building to which they are attached. Materials should be durable, long lasting, and require low maintenance. Back-lit awnings are discouraged.

D. Trails – Pedestrian. Special design treatment and appropriate safety features should be designed for pedestrian trail crossings at public rights-of-way and at the BNSF right-of-way tracks.

E. Trails – Bicycle. Facilities for parking and locking bicycles should be provided and be readily accessible from bicycle trails.

~~F. Trails – Equestrian. Width of the trail should be adequate for two riders side by side in order to avoid earth compaction and vegetation deterioration. Equestrian trails should separate from pedestrian and bicycle trails.~~

~~G.~~ **F.** Plazas/Pedestrian Malls. Plazas, pedestrian malls, and other amenity open spaces shall be developed to promote outdoor activity and encourage pedestrian circulation between the Town Center zone and the balance of the Downtown.

c. Landscape Guidelines.

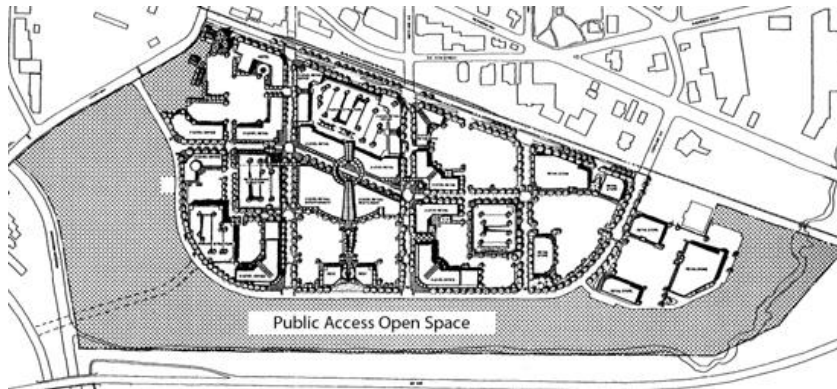
- i. Urban Landscape Treatment. Building entries, primary vehicular entries, and building perimeters should be enhanced with landscaping which could include ornamental vines, groundcovers, shrubs, or trees selected for their screening, canopy, spatial enclosure, and seasonal variation.
- ii. Site Furnishings. Benches, kiosks, signs, bollards, waste receptacles, street vending carts, water fountains, lighting standards, perch walls, sidewalks, pathways, trails, and special water features should be designed to be compatible elements of like materials and design.
- iii. Perimeter Landscaping. Landscaping on the perimeter of the site will create a transition between the project and the surrounding area.
- iv. Landscaping on Streets. Landscaping on streets should be simplified to allow adequate visibility from automobiles to businesses.
- v. Trees, Plants, and Flowers. The use of potted plants and flowers as well as street trees is encouraged, but should not impede pedestrian traffic.

d. Open Space Guidelines.

- i. Tree Retention and Open Space Landscaping. Preserve existing natural features, particularly healthy mature trees and stream courses.

A. Preserve 100 percent of all trees within the 44 acres of public access open space as identified in the Public Access Open Space Area Plan [per 21.62.020AA](#). ~~within the Redmond Town Center Master Plan and Design Guidelines.~~ This area includes the cluster of trees along the east side of Leary Way for the purpose of preserving the corridor's green gateway image and the healthy trees along the Bear Creek and Sammamish River corridors. Trees that cannot be retained due to approved street or utility construction shall be replaced with native nursery stock of similar or like variety at a one-to-one ratio, with tree sizes in accordance with RZC 21.72.080, Tree Replacement, pursuant to a landscape plan approved in conjunction with site plan review. Trees removed as a result of construction activities, which are intended to be preserved, shall be replaced per RZC 21.72.080, Tree Replacement. Replacement trees shall be located in the immediate vicinity as is practical.

**Figure 21.62.020AA**  
**Town Center Public Access Open Space**



- B. Minimize new grading in this area.
  - C. Install landscape screening between this open space area and adjacent parking areas.
  - D. Encourage passive recreation, including a walking trail, bicycle trail, seating and rest areas, pedestrian lighting, and site furnishings. Provide pedestrian connections to the Justice White House, Town Center Mixed-Use area, Marymoor Park, Sammamish River Trail system, and other open space areas.
  - E. The “soft edge” landscape treatment to the south of Town Center along Bear Creek shall provide for a true transition between the natural, riparian area of the creek to the more urban mixed-use retail area.
  - F. The informal nature of the west, south, and east portion of the site should be maintained by retaining native materials and random planting of compatible plant materials consistent with the Downtown neighborhood.
- ii. Justice White House/Saturday Market. The areas around the Saturday Market and Justice White House shall be retained as open space. Areas at the Justice White House should encourage active and passive recreation. These areas should connect to other open spaces, trails, and the mixed-use retail area.
  - iii. Sammamish River. Open space shall be retained along the Sammamish River. The open space may be enhanced by:
    - A. Providing grade separation for trails at all appropriate and feasible locations;
    - B. Making connections to other open space zones;
    - C. An ongoing stormwater outflow monitoring program for private drainage systems. The monitoring program shall consider specific contaminants which may likely be present in the runoff and shall be revised periodically as appropriate.
  - iv. Bear Creek. Open space along Bear Creek shall be retained. The open space may be enhanced by:
    - A. Encouraging passive recreation areas and activities, and discouraging active recreation.
    - B. All stormwater swales and recharge areas should be integrated with the natural environment.



C. Protecting vegetation of the riparian habitat in this zone by limiting access to the creek to designated access points.

D. Providing connections to Marymoor Park, the Sammamish River, other open spaces, and Town Center.

E. Facilities within this area shall include a pedestrian pathway, bicycle path, equestrian trail when required, passive water access area, seating, and site furnishings.

F. An ongoing stormwater outflow monitoring program for private drainage systems. The monitoring program shall consider specific contaminants which may likely be present in the runoff, and shall be revised periodically as appropriate.

v. Public Access Open Space. Public access open space should be retained, enhanced, and made available for public use in this zone as shown in the Public Access Open Space Area Plan.

A. At least 44 acres shall be preserved by easement to the City or controlled by other methods that would permanently assure the open space to the City. This Downtown public access open space shall serve as a visual amenity and passive recreation open space.

vi. *Open Space Acreage*. Public access open space as shown in the Public Access Open Space Area Plan shall include a minimum of 44 acres. This will include natural areas inclusive of the floodway, and the areas around the Justice White House and the Saturday Market.

e. *Lighting Plan*.

i. A lighting plan and program which encourages nighttime pedestrian movement between the adjacent commercial areas, particularly Leary Way and 166th Avenue NE, shall be maintained.

ii. The height and design of street lighting should relate in scale to the pedestrian character of the area. The design of the light standards and luminaries should enhance the design theme.

# Hines

## Redmond Town Center Rezone | Current Voluntary Outreach Summary Summer / Fall 2023

The following is a summary of our current voluntary outreach efforts, which are still underway. Note the team also anticipates outreach will be ongoing throughout the project entitlement process.



## Redmond Town Center | Community Outreach Plan

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Outlined below is our proposed voluntary outreach plan to engage Redmond residents, businesses, Town Center tenants, and people who work and/or play in Redmond. The outreach will provide a high-level overview of why the investments are needed and what's planned, solicit community input and feedback on the approach and share timelines / next steps.

### **Outreach Plan**

We will liaise with the project team to discuss project strategy/approach and develop &/or enhance project key messages. We will then develop a Community Open House Event and Community Outreach Plan including objectives, target audiences, event details, proposed agenda, collateral materials, announcement methods, communication elements, and a PPT presentation approach. We will track all communications with the project team and keep the City of Redmond's Planning Department up to date via email and phone.

### **Community Letter**

We will draft a letter mailed to thousands of residents/businesses to introduce the team, talk about Town Center's history, share redevelopment goals and to invite them to the Community Open House meetings. The letter will also include a brief FAQ, which will also be on the website.

### **Project Website**

We will create a project website that will be a source of information on the project, the process, and the timeline, and it will provide a venue for ongoing communication. The website will provide details about the project team, Town Center history, redevelopment goals / renderings, online survey and FAQ. We will also include a link to the project email address and details about the overall timeline.

### **Online Survey**

The website will also host a multi-question online survey where community members can provide their input / comments on the redevelopment.

### **Virtual and In-Person Open House Meetings**

We plan to hold a combination of Virtual Open House Meetings (two meetings) and In-person Open Houses. At the meetings, we will speak to the proposed enhancements with more specificity, and with a more advanced design that can demonstrate visually to the community the impact of the proposed changes we would make.

As we continued to move through the process, our hope would be to host a similar session every six months or so to ensure interested parties remain engaged and informed.

**Engagement with Interested Parties/Business/Community Groups**

We will work with the City communication team to ensure we are reaching interested stakeholders through their communication channels. This includes a link to our project webpage in the Plans, Policies, and Regulations (PP&R) e-news (350 participants), which occurs at the end of every month.

We will also distribute the letter to business/community groups such as the [One Redmond/Redmond Chamber of Commerce](#), [MoveRedmond.org](#), etc. and offer to brief their land use groups as needed.

**Recap**

Upon completion of all outreach elements noted above, we will create a detailed recap document summarizing our outreach efforts and detailing feedback received. The recap will be prepared so that the project team can refer to it in all subsequent communications with the City of Redmond staff.

###

## Brief Summary of Outreach Methods: Community Letter

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September 1, 2021

Dear Neighbor:

We are the local office of a real estate company hired by the owners of Redmond Town Center (Fairbourne) to help them advance plans to upgrade and enhance Redmond Town Center. Our local Hines real estate team will manage the multi-year redevelopment process.

As you may know, Redmond Town Center first opened in the mid-90's – a time when malls and retail spaces operated very differently than they do today. The fundamental change in the way we all shop means older retail campuses like Redmond Town Center must also change to thrive and continue to serve the surrounding community well into the future.

That said, we understand and respect the long history Town Center has in Redmond and the importance of its retail core. Our plan would not compromise this history, tear down the existing retail, or displace existing tenants. Rather, our approach is aimed at strengthening the existing low-density retail core so these businesses are better equipped to succeed.

Additionally, we will add new jobs and housing close to the future light rail stop, transforming the current interior-facing, auto-oriented, mall-type retail shopping center into a true mixed-use, transit-oriented, walkable town center that is engaging and better supports existing retailers and the Redmond community. We plan to accomplish these goals through a modernized building design and character, active street-level spaces, new open space, greater pedestrian connectivity and many more new places for you to meet and gather.

As our neighbors, it is important for us to engage directly with you as we move forward with the design for this project and, as such, we are inviting you to join us for a Virtual Open House from 5:30 – 6:30 pm Wednesday, September 14th or 5:00 – 6:00 pm Wednesday, September 28th.

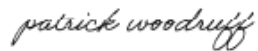
Each event will present the same information and offers a chance for you to ask questions and share ideas about the site, as well as preview project plans in greater detail. Information on how to join the meeting, as well as materials, can be found on our neighborhood website at:

Each event will present the same information and offers a chance for you to ask questions and share ideas about the site, as well as preview project plans in greater detail. Information on how to join the meeting, as well as materials, can be found on our neighborhood website at:

**[www.RedmondTownCenterProject.com](http://www.RedmondTownCenterProject.com)**

We look forward to hearing from you and encourage you to extend these details to any others you may think are interested. If you should have any questions or comments in the meantime, please don't hesitate to contact me at the email or phone number listed below.

Sincerely,

A handwritten signature in cursive script that reads "patrick woodruff".

Patrick Woodruff  
Managing Director  
Patrick.Woodruff@Hines.com



## What We Heard From the Community

### Summary of Comments/Questions Received Via Website Comment Form and Project Email

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#### **Email #1**

Sent via form submission from [Redmond Town Center Project](#)

Name: John Ullom

Email: [Ullomjw@gmail.com](mailto:Ullomjw@gmail.com)

Message: My family owns Brick & Mortar Book Store in Redmond Town Center. We have watched and been excited about the new rail station. We leased 6 years ago in anticipation of the station coming in. More importantly, as an independent bookstore, we have worked hard to build community. A customer informed us of this site yesterday. I sincerely hope that you include the tenants of RTC in future outreach. We should be given the chance to participate.

#### **Email #2**

Sent via form submission from [Redmond Town Center Project](#)

Name: Stephen Hansen

Email: [steveh@jshproperties.com](mailto:steveh@jshproperties.com)

Message: Do you have a site plan?

# Community Website

Redmond Town Center Project

[Home](#)[Community letter](#)[Virtual Open House](#)[Project Overview](#)[Survey](#)[Comments](#)

**WELCOME!**

As you may have heard, we are proposing to enhance Redmond Town Center and update it from an interior-facing, auto-oriented, multi-type retail shopping center into a true mixed-use, transit-oriented, walkable Town Center that celebrates existing and future new tenants and promotes community. We're excited for this new potential investment and respect the long history Town Center has in Redmond and the importance of its retail core.

As such, our plan builds on this history and would not tear down the existing retail, or displace existing tenants. The goal is to strengthen the existing low-density retail core so these businesses are better equipped to succeed. We plan to accomplish this through modernized building designs, active street-level spaces, new open space, greater pedestrian connectivity, and many more new places for you to meet and gather.

We hope you can join us at one of our upcoming Virtual Open House events to learn more!

**VIRTUAL NEIGHBORHOOD DISCUSSIONS**

We are planning to host two virtual neighborhood discussions of the following dates and times for residents and businesses located near our proposed project, as well as any other interested community members. The information shared in each meeting will be the same.

**5:30-6:30 p.m. Wednesday, September 14, 2022**  
\*\*\*[CLICK HERE](#) to join\*\*\* or dial +1 203 293 8782 US (Meeting ID # 862 1485 8889)

**5:00-6:00 p.m. Wednesday, September 28, 2022**  
\*\*\*[CLICK HERE](#) to join\*\*\* or dial +1 203 293 8782 US (Meeting ID #634 6862 5876)

Redmond Town Center Project

[Home](#)[Community letter](#)[Virtual Open House](#)[Project Overview](#)[Survey](#)[Comments](#)

**VIRTUAL OPEN HOUSE**

We hope you will join us at one of the upcoming virtual open house events. A few items to note prior to the event:

- We will share a PowerPoint presentation during the meeting. To see the presentation, you will need to use the Zoom details associated with each meeting and be at a computer.
- You can use audio from your computer, or there is also a dial-in function. If you choose to dial-in, you will have the presentation on your computer and the audio on your phone.
- Participants will be muted during the presentation to ensure a smooth presentation that can be heard by all.
- Following the presentation, questions will be taken by entering questions into the CHAT function of the meeting.
- These instructions will be repeated at the start of each virtual open house event.
- All content shared at the two events is the same. Meeting materials will be linked here following the presentation.

**JOIN A MEETING**

**Need Assistance on How to Join a Zoom Meeting?**

If you'd like help using Zoom prior to the call, please call Natalie at (206) 779-0489 for a tutorial.

Redmond Town Center Project

[Home](#)[Community letter](#)[Virtual Open House](#)[Project Overview](#)[Survey](#)[Comments](#)

The following letter was shared with nearly 5,000 residents and businesses located near the project site on September 1, 2022.

Hines

September 1, 2022

Dear Neighbor:

We are the local office of a real estate company hired by the owners of Redmond Town Center (ParkSource) to help them advance plans to upgrade and enhance Redmond Town Center. Our local Hines real estate team will manage the multi-year redevelopment process.

As you may know, Redmond Town Center first opened in the mid-80's – a time when malls and retail spaces operated very differently than they do today. The fundamental change in the way we all shop means older retail campuses like Redmond Town Center must also change to thrive and continue to serve the surrounding community well into the future.

That said, we understand and respect the long history Town Center has in Redmond and the importance of its retail core. Our plan would not compromise this history, tear down the existing retail, or displace existing tenants. Rather, our approach is aimed at strengthening the existing low-density retail core so these businesses are better equipped to succeed.

Additionally, we will add new jobs and housing close to the future light rail line, transforming the current interior-facing, auto-oriented, multi-type retail shopping center into a true mixed-use, transit-oriented, walkable town center that is engaging and better supports existing retailers and the Redmond community.

We plan to accomplish these goals through a modernized building design and character, active street-level spaces, new open space, greater pedestrian connectivity and many more new places for you to meet and gather.





# Community Website – cont.

Redmond Town Center Project

[Home](#)[Community Letter](#)[Virtual Open House](#)[Project Overview](#)[Survey](#)[Comments](#)

Coming Soon

Redmond Town Center Project

[Home](#)[Community Letter](#)[Virtual Open House](#)[Project Overview](#)[Survey](#)[Comments](#)

**Contact Us**

If you have any questions or comments about our proposed project, or would like to reach the project team, please fill out the comment form here or send us an email at [RedmondTownCenterProject@pnjonline.com](mailto:RedmondTownCenterProject@pnjonline.com)

Name \*

First Name

Last Name

Email \*

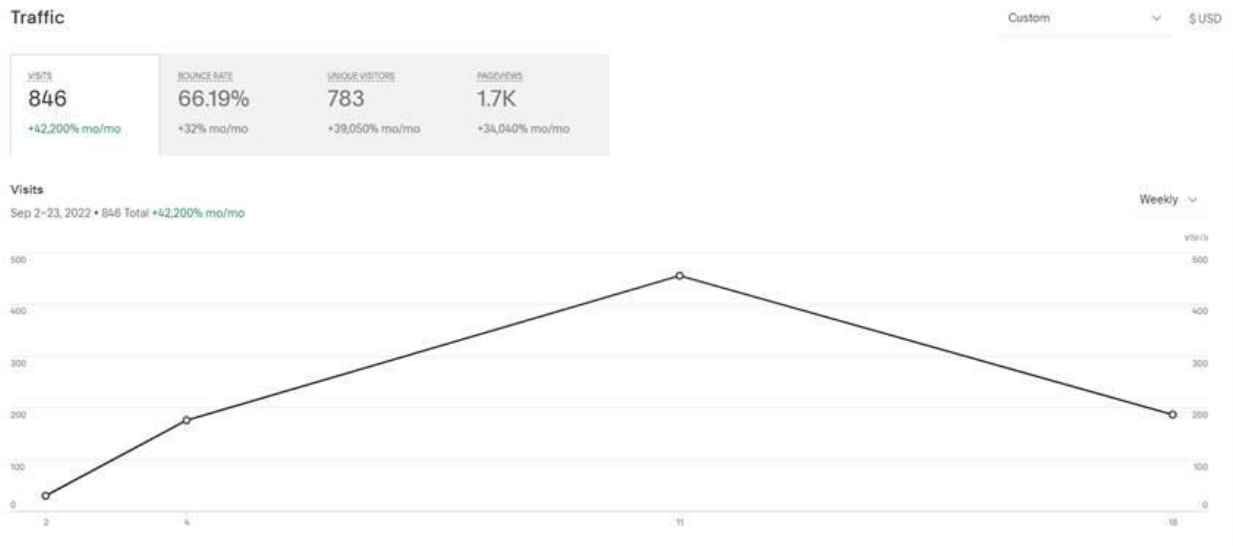
Message \*

Send



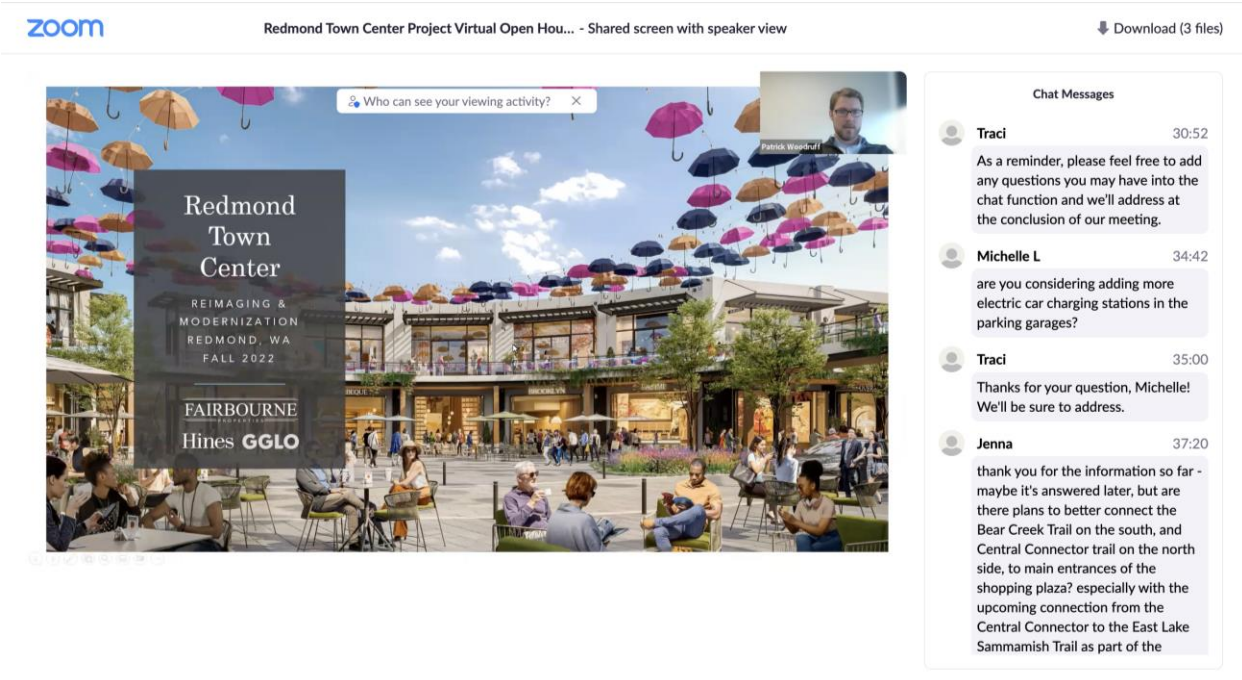
## Community Website: Analytics

- Since launching the site on September 2<sup>nd</sup> we’ve had a total of 846 visits and 783 unique visitors to the website.
- There have been 1,711 total page views with the Home Page being the most popular (867 views), followed by the Project Overview (309 views), Virtual Open House (188 views), Community Letter (142), Survey (112) – which has “Coming Soon” on the page, and Comments (93).



## Meeting Attendees & Comments – Meeting #1

The project team held a Virtual Open House from 5:30 – 6:30 pm Wednesday, September 14<sup>th</sup>. About 10 members of the public attended, as well as one city staff member. The next meeting will be from 5:00 – 6:00 pm Wednesday, September 28<sup>th</sup>.



### Open House #1 Comment Summary

- Michelle L: Are you considering adding more electric car charging stations in the parking garages?
- Jenna: Thank you for the information so far - maybe it's answered later, but are there plans to better connect the Bear Creek Trail on the south, and Central Connector trail on the north side, to main entrances of the shopping plaza? especially with the upcoming connection from the Central Connector to the East Lake Sammamish Trail as part of the Redmond Link extension. related, will there be more options for bike storage, including covered areas?
- Michelle L: Residential space: condos vs. apartments? I'd love to see more condos in downtown redmond; it feel like you have to move to Bellevue for a downtown condo experience
- Johnnullom: You could activate more usage of the center court by hosting events. Historically this area was very busy during the holidays and at other event times. Talk to the tenants who have been here for a while.
- Collin Madden: Will this presentation be available? Could it be emailed to me?
- Arnold Tomac: What are your thoughts on providing stage for music or for hosting other community events.
- Michelle L: Can there be a more direction connection between RTC and Marymoor, so we can go to an event or the park, and get dinner at RTC?
- Malcolm Kaufman: What is the schedule? For design completion, design implementation, etc?
- Johnnullom: I hope there is an opportunity to better explore the future of 74th. As a tenant we enjoy the open pedestrian access, both for noise and pollution. there is a lot of pedestrian communication between opposite sides of the street. Concern for safety, appearance and a more pedestrian friendly experience.

- Arnold Tomac: Are there any thoughts about adding third story retail?
- Johnnullom: Thank you for taking the time to keep us informed, we appreciate the opportunity to input at the front end.

###







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

Attachment C

For more information about this project visit [www.redmond.gov/landuseapps](http://www.redmond.gov/landuseapps)

## PROJECT INFORMATION

**PROJECT NAME:** Redmond Zoning Code ReWrite Phase 1

**SEPA FILE NUMBER:** SEPA-2021-00452

**PROJECT DESCRIPTION:** 2021 ReWrite and Amendments to the Redmond Zoning Code: Proposed amendments to the zoning code include a periodic rewrite involving changes to format and organization, residential use typology, accessory dwelling units, nonresidential allowed uses, definitions, code maintenance, and to Administrative Design Flexibility, Floor Area Ratio, and Temporary Use Permits; the Annual Code Cleanup for minor code corrections and legislative updates; and gap amendments to Overlake and Marymoor Village regulations.

**PROJECT LOCATION:** CityWide

**SITE ADDRESS:** n/a

**APPLICANT:** Kim Dietz

**LEAD AGENCY:** City of Redmond

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

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

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

## IMPORTANT DATES

### **COMMENT PERIOD**

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

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

**'X'** This DNS is issued under WAC 197-11-340(2), and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the Project Planner, via phone, fax (425)556-2400, email or in person at the Development Services Center located at 15670 NE 85th Street, Redmond, WA 98052. **Comments must be submitted by 07/02/2021.**

### **APPEAL PERIOD**

You may appeal this determination to the City of Redmond Office of the City Clerk, Redmond City Hall, 15670 NE 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 07/19/2021**, by submitting a completed City of Redmond Appeal Application Form available on the City's website at [www.redmond.gov](http://www.redmond.gov) or at City Hall. You should be prepared to make specific factual objections.

**DATE OF DNS ISSUANCE:** June 18, 2021

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

**RESPONSIBLE OFFICIAL:** Carol V. Helland  
Planning Director

SIGNATURE: \_\_\_\_\_

**RESPONSIBLE OFFICIAL:** Dave Juarez  
Public Works Director

SIGNATURE: \_\_\_\_\_

**Address:** 15670 NE 85th Street Redmond, WA 98052

## CITY CONTACT INFORMATION

**PROJECT PLANNER NAME:** Benjamin Sticka

**PHONE NUMBER:** 425-556-2470

**EMAIL:** [bsticka@redmond.gov](mailto:bsticka@redmond.gov)

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

**Purpose of the Checklist:**

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the City of Redmond identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

**Instructions for Applicants:**

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

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

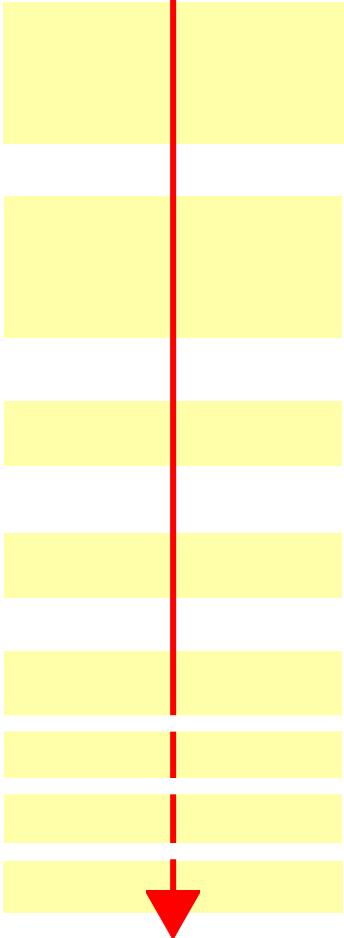
Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the City can assist you.

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

Review Planner Name: Ben Sticka


Date of Review: June 1, 2021




| To Be Completed By Applicant   | Evaluation for Agency Use Only   |
|--|--|
| <p><b>A. <u>BACKGROUND</u></b></p> <p>1. Name of proposed project, if applicable:<br/>2021 ReWrite and Amendments to the Redmond Zoning Code</p> <p>2. Name of applicant:<br/>City of Redmond</p> <p>3. Address and phone number of applicant and contact person:<br/>15670 NE 85th Street, MS-4SPL<br/>Redmond, WA 98073-9710</p> <p>4. Date checklist prepared:<br/>June 1, 2021</p> <p>5. Agency requesting checklist:<br/>City of Redmond</p> <p>6. Give an accurate, brief description of the proposal's scope and nature:</p> <p>i. Acreage of the site: <u>citywide</u></p> <p>ii. Number of dwelling units/ buildings to be constructed:<br/><u>0</u></p> <p>iii. Square footage of dwelling units/ buildings being added:<br/><u>0</u></p> <p>iv. Square footage of pavement being added: <u>0</u></p> <p>v. Use or principal activity: <u>not applicable</u></p> <p>vi. Other information: <u>non-project action</u></p> | <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p>  |

| To Be Completed By Applicant   | Evaluation for Agency Use Only  |
|--|---|
| <p>7. Proposed timing or schedule (including phasing, if applicable):</p> <p>Redmond City Council's action on this amendment package is anticipated during the first quarter of 2022.</p> <p>Three additional phases of the Zoning Code's periodic rewrite are anticipated through approximately 2025. Individual applications and SEPA checklists shall be provided for each the subsequent three phases.</p> <p>8. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.</p> <p>As mentioned above, the periodic rewrite of the City's zoning code is being administered in four phases -- all non-project actions -- through approximately 2025. This first phase, as foundational improvements to the City's development regulations, does not anticipate additions or expansions to its current scope of work. Any proposed additions or expansions would be addressed during subsequent phases involving individual appl. and SEPA checklist.</p> <p>9. List any environmental information you know about that has been prepared or will be prepared directly related to this proposal.</p> <p>No additional environmental information has been prepared or is anticipated related to this first phase of the periodic rewrite of the City's zoning code. This non-project action has been carefully considered to ensure consistency with the City's Comprehensive Plan. Amendments provided herein are not anticipated to require additional environmental analysis based on this consistency.</p> <p>10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.</p> <p>This is a non-project action and not associated with an individual property. Therefore, no applications are anticipated to affect this proposal.</p> | <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p> |

| To Be Completed By Applicant  | Evaluation for Agency Use Only  |
|---|---|
| <p>11. List any government approvals or permits that will be needed for your proposal, if known.</p> <p>No additional governmental approvals or permits are anticipated to be required related to this proposal.</p>  |   |
| <p>12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.</p> <p>The proposal involves amendments to the zoning code as a periodic rewrite including changes to format and organization, residential use typology, accessory dwelling units, nonresidential allowed uses, definitions, code maintenance, and to Administrative Design Flexibility, Floor Area Ratio, and Temporary Use Permits. The amendments are foundational in nature and have been addressed to ensure consistency with the City's Comprehensive Plan policies. The proposal also includes minor annual amendments that correct code issues and changes that address and incorporate legislative updates.</p> | <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p> |
| <p>13. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist</p> <p>This proposal is a non-project action, not associated with a specific site or property within the City. Development regulations of the Zoning Code apply across the City and therefore, this proposal addresses properties and sites citywide.</p>  |   |

| To Be Completed By Applicant   | Evaluation for Agency Use Only  |
|--|---|
| <p><b>B. <u>SUPPLEMENTAL</u></b></p> <p>Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.</p> <p>When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.</p> <p>1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?</p> <div data-bbox="332 680 1123 953" style="background-color: #d9ead3; padding: 10px;"> <p>This non-project action is not anticipated to generate discharge to water, emissions to air, toxics, hazardous substances, or noise. The proposed amendments to the City's development regulations are consistent with the Redmond Comprehensive Plan and therefore, supportive of a healthy natural environment.</p> </div> <p>Proposed measures to avoid or reduce such increases are:</p> <div data-bbox="332 1008 1123 1281" style="background-color: #d9ead3; padding: 10px;"> <p>No increases are anticipated as a result of this non-project action.</p> </div> <p>2. How would the proposal be likely to affect plants, animals, fish, or marine life?</p> <div data-bbox="332 1377 1123 1600" style="background-color: #d9ead3; padding: 10px;"> <p>This non-project action is not anticipated to generate affects on plants, animals, fish, or marine life. The proposed amendments to the City's development regulations are consistent with the Redmond Comprehensive Plan and therefore, supportive of healthy flora and fauna.</p> </div> <p>Proposed measures to protect or conserve plants, animals, fish or marine life are:</p> <div data-bbox="332 1690 1123 1913" style="background-color: #d9ead3; padding: 10px;"> <p>This non-project action does not include proposed changes to development regulations that would alter the City's ongoing protections and conservation of plants, animals, fish, and marine life.</p> </div> | <div data-bbox="1203 268 1528 751" style="border: 2px solid red; padding: 5px;"> <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p> </div> <div data-bbox="1167 758 1507 1913" style="background-color: #ffffcc; text-align: center;">  </div> |

| To Be Completed By Applicant  | Evaluation for Agency Use Only   |
|---|--|
| <p>3. How would the proposal be likely to deplete energy or natural resources?</p> <p>The proposal includes additional housing types, clarifications in support of accessory dwelling units, and broader, more flexible nonresidential allowed uses. This combination has potential to increase opportunities for people to live, work, and access good and services in the City's urban centers, resulting in potential savings of energy and natural resources.</p> <p>Proposed measures to protect or conserve energy and natural resources are:</p> <p>Described above, the proposed amendments to development regulations are anticipated to have potential support toward the preservation of energy and natural resources. Additional medium-density housing types, more accessible and supportive information for developing accessory dwelling units, and additional business opportunities in the urban centers may result in increased protection and conservation of energy and natural resources in their natural states.</p> <p>4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?</p> <p>The proposal includes additional housing types, clarifications in support of accessory dwelling units, and broader, more flexible nonresidential allowed uses. This combination has potential to increase opportunities for people to live, work, and access good and services in the City's urban centers, resulting in potential positive impacts on environmentally sensitive and protected areas. The proposal recognizes protection of ground water and Critical Aquifer Recharge Areas and proposes changes to height and parking standards to advance protection during new development.</p> <p>Proposed measures to protect such resources or to avoid or reduce impacts are:</p> <p>Described above, the proposed amendments to development regulations are anticipated to have potential support toward the protection of resources. Support for living, working, and accessing goods and services in the City's urban centers may result in increased protection and conservation of sensitive and protected areas that are located outside of the centers and beyond the urban growth boundary.</p> | <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p>  |

| To Be Completed By Applicant   | Evaluation for Agency Use Only  |
|--|---|
| <p>5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?</p> <p>This non-project action is not anticipated to affect land and shoreline use. Amendments strategically preserved the City's current Shoreline Master Program including associated policies and regulations. No land or shoreline uses are encouraged or newly allowed as part of the proposed amendments.</p> <p>Proposed measures to avoid or reduce shoreline and land use impacts are:</p> <p>The City's Shoreline Master Program has been retained in relationship to the proposed amendments. No changes to the Shoreline Master Program portions of the Zoning Code have been proposed by this proposed non-project action.</p>  | <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p> |
| <p>6. How would the proposal be likely to increase demands on transportation or public services and utilities?</p> <p>This has potential to generate increased demand on transportation and public services, though is consistent with the City's Comprehensive Plan policies and planned land uses and densities. Additional business and affordable housing opportunities are anticipated based on the proposed amendment. These amendments could result in additional transportation demand though, do not include modifications to current allowed densities.</p> <p>Proposed measures to reduce or respond to such demand(s) are:</p> <p>The potential for increased demand on transportation, public services, and utilities has been accounted for in the City's Comprehensive Plan and functional plans. The proposed code amendments are anticipated to strengthen support for living, working, and accessing goods/services in the city's urban centers.</p> |   |

| To Be Completed By Applicant  | Evaluation for Agency Use Only  |
|---|---|
| <p>7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.</p> <p>No conflicts are anticipated with local, state, and federal laws as result of this proposal. Particularly, state and local laws were reviewed during the development of the proposal and included as they relate to local government and the City's development regulations. The proposed amendments were also developed for consistency with City policies that currently provide for the protection of the environment.</p> | <p>Any non-project action SEPA does not entitle project development nor does it assess project level impact when evaluating a policy amendment. Any planned development implied or stated throughout this document is not appropriate for review and shall not be considered. - BTS</p> |

### C. SIGNATURE

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

**Applicant Signature:**

Kimberly Dietz, Senior Planner  
Digitally signed by Kimberly Dietz, Senior Planner  
Date: 2021.06.01 11:59:41 -07'00'

**Name of Signee:**

Kimberly Dietz

**Position and Agency/Organization:**

Senior Planner

**Relationship of Signer to Project:**

Project Manager

**Date Submitted:**

June 1, 2021



# Redmond Zoning Code Text Amendments – Town Center Zone (TWNC)

January 17, 2023

Kimberly Dietz, Principal Planner

Glenn Coil, Sr. Planner



**Redmond**  
WASHINGTON

370



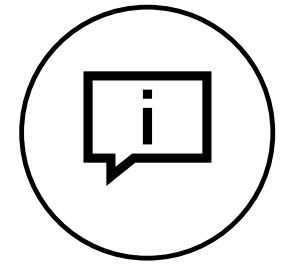
# Purpose

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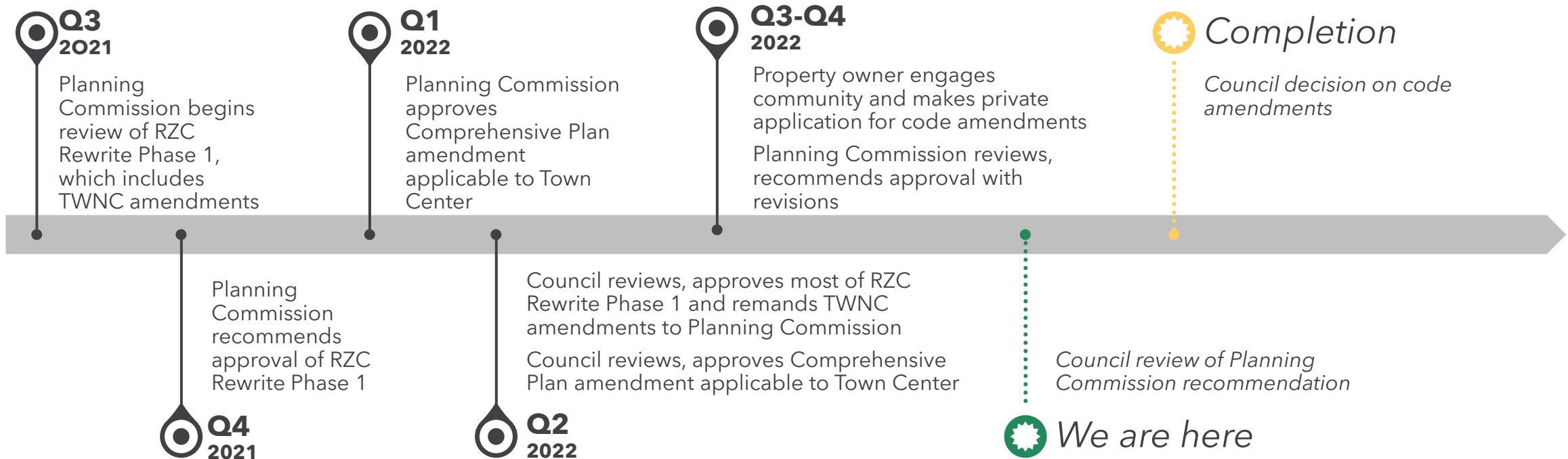
- Receive Planning Commission recommendation for Redmond Zoning Code (RZC) text amendments for Town Center (TWNC) zone
- Respond to Council questions
- Determine if Council desires study session



# Background

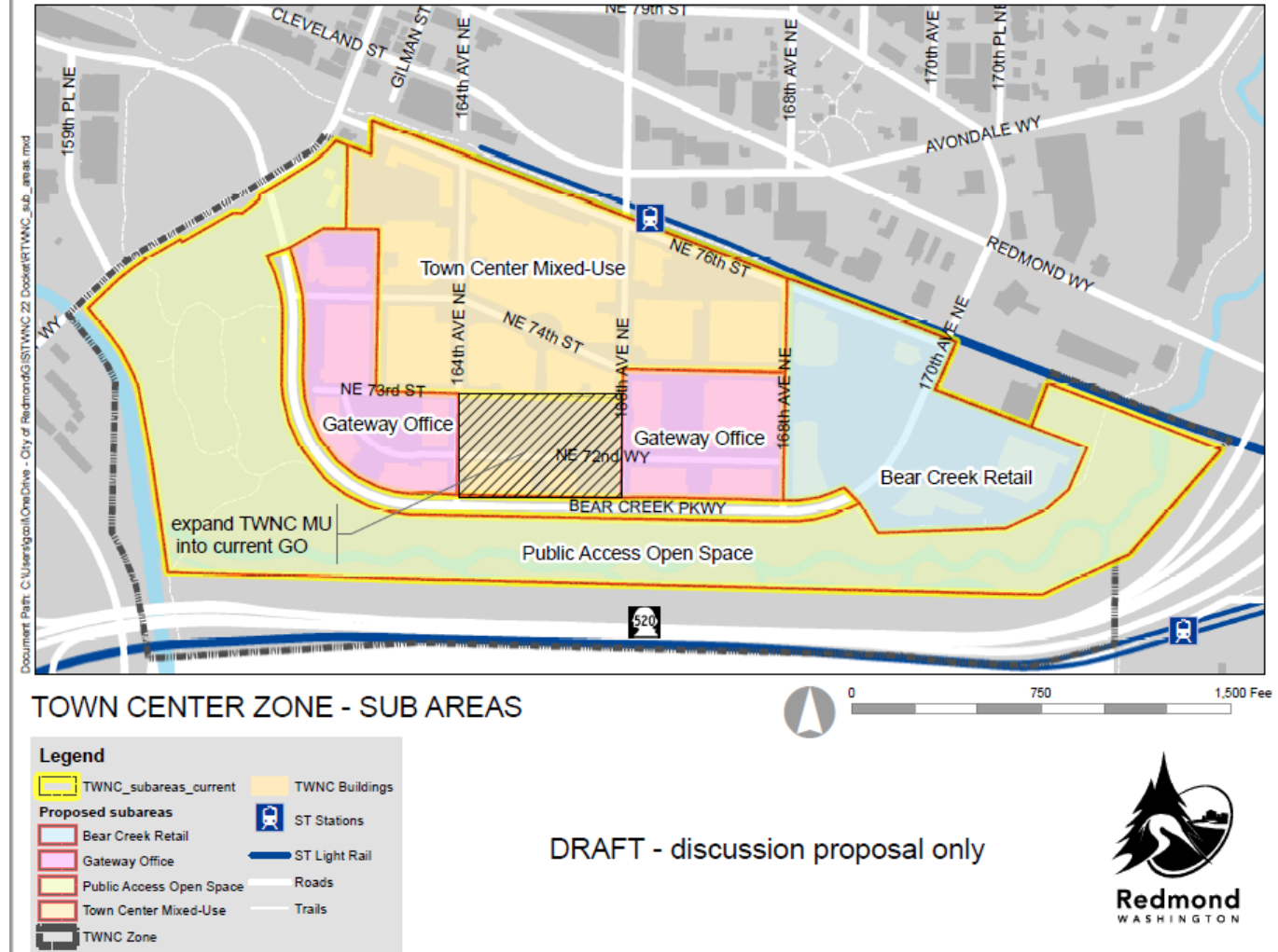


- RZC text amendments for TWNC zone under review since mid-2021
- Planning Commission has conducted second review, recommending approval with revisions



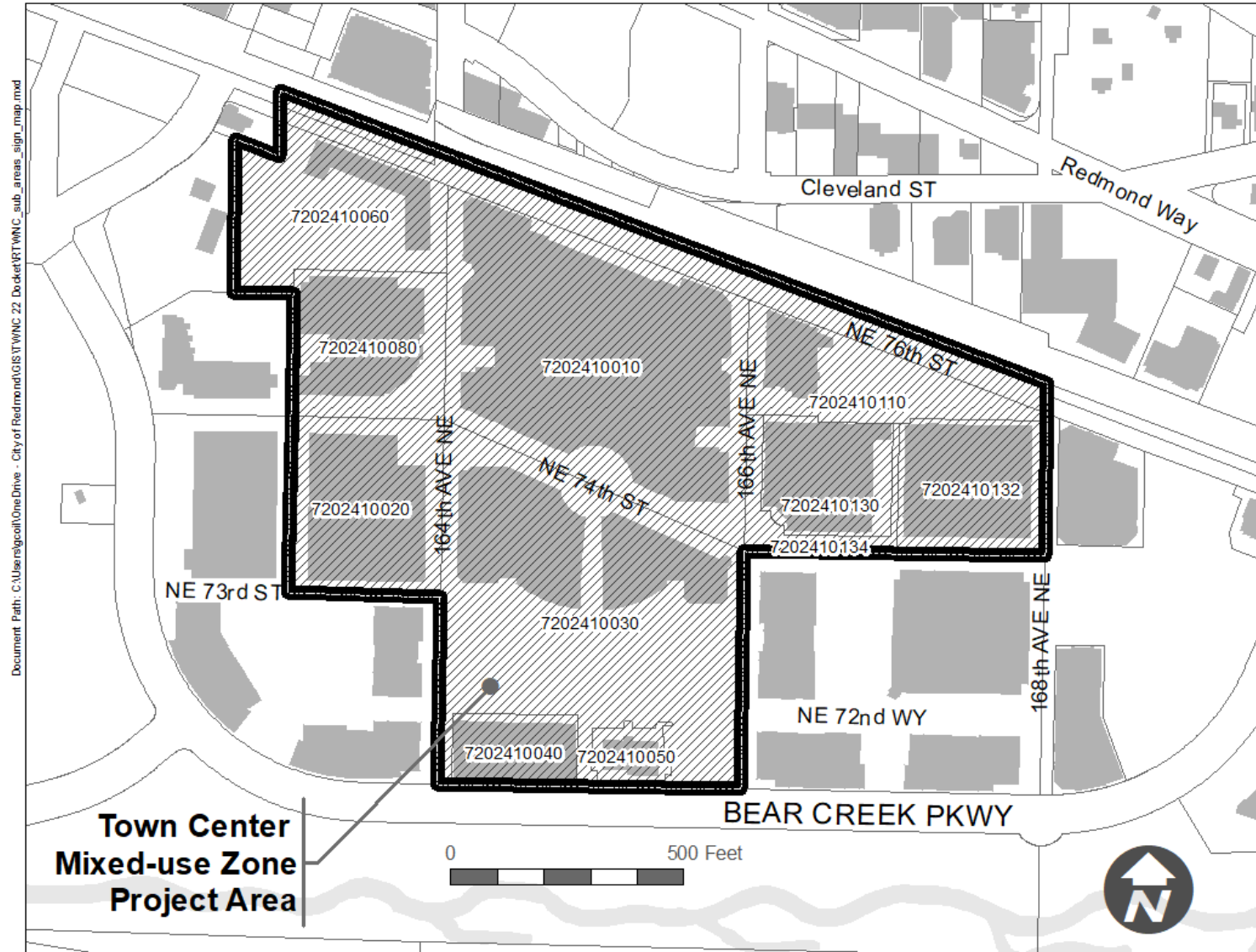
# Recommendation Summary

- RZC 21.10.050 Town Center Regulations and Incentive Standards
  - Substitute reference to Town Center Master Plan with reference to design standards for TWNC zone
  - Increase maximum height to 12 stories through incentive program
  - New section defining exceptional amenities required for additional height
  - Requires a development agreement for additional height
- RZC 21.62.020 Downtown Design Standards - Town Center Zone
  - Expand Town Center Mixed Use subarea into certain parcels of Gateway Office subarea along Bear Creek Parkway
  - Substitute reference to Town Center Master Plan with reference to adopted Public Access Open Space Area Plan
  - Other references related to parking and design standards



# Council is Asked to Consider

- Planning Commission's recommendation and reasoning
- Consistency with Redmond Comprehensive Plan
- Public comments, including from applicant



# Commission-Recommended Changes from Applicant's Proposal

| Change  | Reason  |
|---|---|
| Retain <a href="#">RZC 21.62.020.I.2.b.i.B.8</a> concerning parking                                   | Promotes “park once” approach to visiting Downtown                                    |
| Include Technical Committee requested revisions to <b>21.10.050.C.1.c.iv.B</b> – Subterranean Parking | Protect drinking water aquifer  |
| Revise Sustainable Development Incentives in <b>Table 21.10.050#</b>                                  | Incorporate forward-looking standards that advance environmental objectives           |
| Revise Affordable Housing incentive in <b>Table 21.10.050#</b> to include electrification             | Incorporate forward-looking standards that advance environmental objectives           |
| Add minimum retail requirement for projects not using development agreements (Table 21.10.050B)       | Consistent with TWNC zone intent and Council interest in retaining strong retail core |

# **Planning Commission Recommends Addressing the Following With a Development Agreement**

- Electric vehicle charging infrastructure above and beyond state or local code requirements
- Design elements:
  - Covered plaza area for all-weather access
  - Pedestrian and access-friendly to encourage gathering, events, foot-traffics, and impulse buying
  - Space for food that creates vibrant sidewalks
  - Massing that is not monolithic but has staggered forms
  - Spaces that can stay open later
- Mitigating disruption to and displacement of current businesses during redevelopment

# City Council Identified Topics for Planning Commission Discussion



| Council Topic   | Planning Commission Discussion and Outcomes  |
|---|--|
| Incentives or required code provisions                              | Affordable housing incentives strengthened<br><br>Sustainable development incentives strengthened  |
| Provisions for green building                                       | Sustainable development incentives strengthened<br><br>Green roofs, woonerfs could be addressed in development agreement                       |
| 44 acres open space as green space                                  | Scope of amendment is limited to Town Center retail area   |
| Ground floor uses for retail, restaurant, entertainment, and office | Required in recommended amendments   |
| Climate Vulnerability Assessment (CVA)                              | CVA identifies several “high areas of focus for resilience.” These code amendments address groundwater, energy efficiency, and transportation. |



# City Council Identified Topics for Planning Commission Discussion (cont.)



| Council Topic   | Planning Commission Discussion and Outcomes   |
|---|---|
| Housing Action Plan and inclusionary zoning requirements for affordable housing | Affordable housing incentives strengthened  |
| Maximum heights and number of stories   | Height changes limited to Town Center retail core   |
| References to Saturday Market   | Scope of amendment is limited to Town Center retail area  |
| Development agreements  | Development agreement required to gain additional height  |
| Notice of hearing dates   | Followed requirements for Type VI review, advertised in e-newsletter  |
| Communication and outreach  | Applicant conducted two open houses<br><br>City maintained project webpage, published e-newsletter articles (Plans, Policies, and Regulations enews), and advertised public hearing |



# Council Questions From Jan. 3 Briefing

| Question  | Response   |
|---|--|
| <b>How do amendments address Council priorities?</b>                                  | <p>Supports city's vision for affordable housing, environmental sustainability, and business diversity.</p> <p>Zoning code changes are limited to Town Center retail core and would support an economically-viable redevelopment of Town Center.</p>   |
| <b>Height discussion and analysis</b>   | <p>Planning Commission had limited discussion on building heights and was supportive of incentives that allowed additional height in exchange for public benefits.</p>   |
| <b>What is Redmond's affordable housing need, and how do amendments address need?</b> | <p>Preliminary work from Commerce, King County indicates a need in Redmond, through 2044, for:</p> <ul style="list-style-type: none"><li>• 11,000 homes affordable up to 30% of area median income (AMI)</li><li>• 7,000 homes affordable between 31% and 100% AMI</li><li>• 2,000 homes affordable above 100% AMI</li></ul> |
| <b>Interested in Commission's discussion of green building incentives</b>             | <p>Commission supports stronger green building standards in exchange for additional height. Discussion centered around looking forward, advancing Environmental Sustainability Action Plan objectives, especially decarbonization.</p>   |



# Next Steps

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- Does Council desire a study session?
  - *If so, what topics does Council want to focus on?*
- If no study session, staff will prepare ordinance for Council action at a future business meeting



# Thank You

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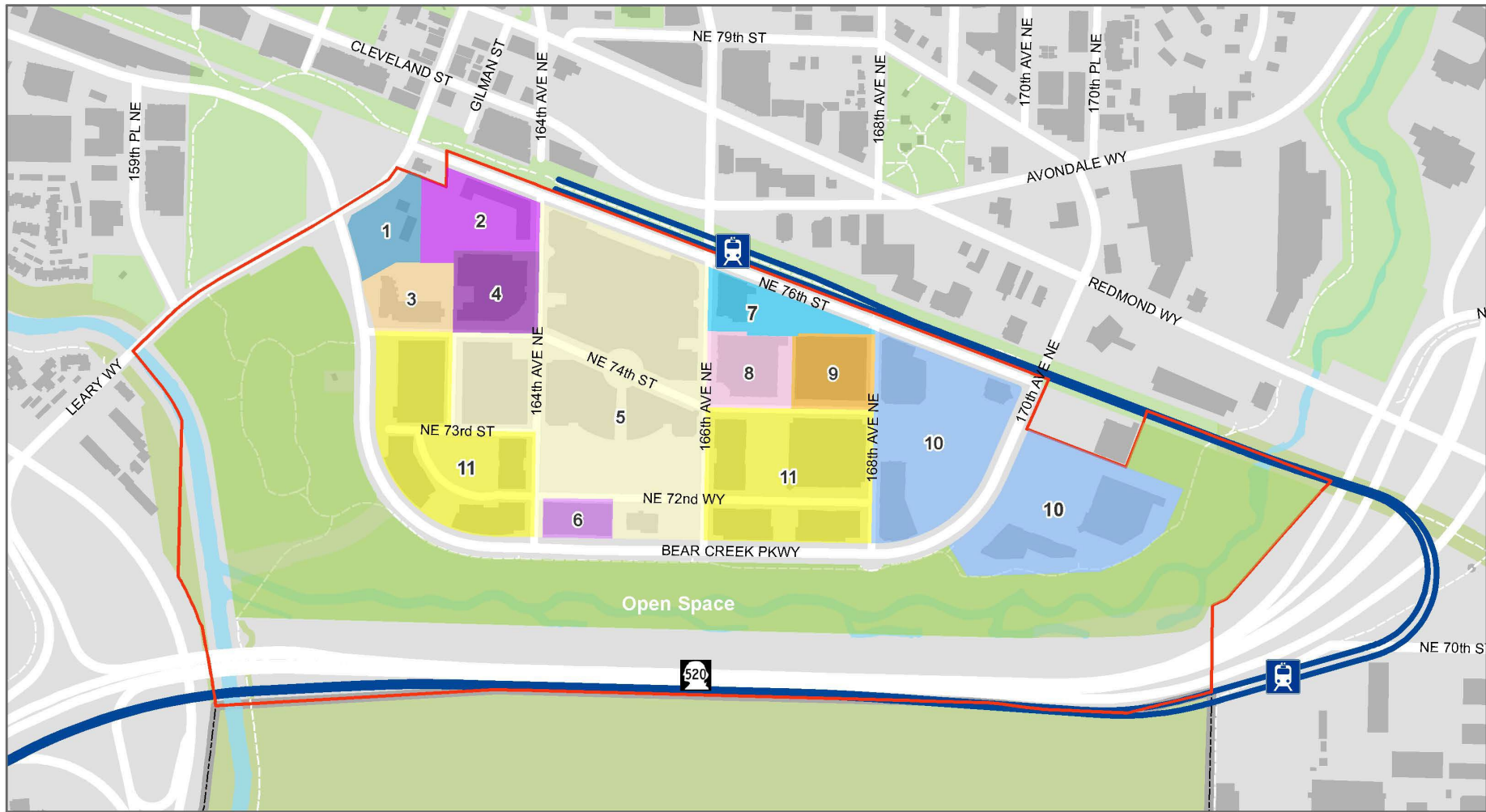
Glenn Coil, [gcoil@redmond.gov](mailto:gcoil@redmond.gov)

Kimberly Dietz, [kdietz@redmond.gov](mailto:kdietz@redmond.gov)



# Appendix





# TOWN CENTER OWNERSHIP

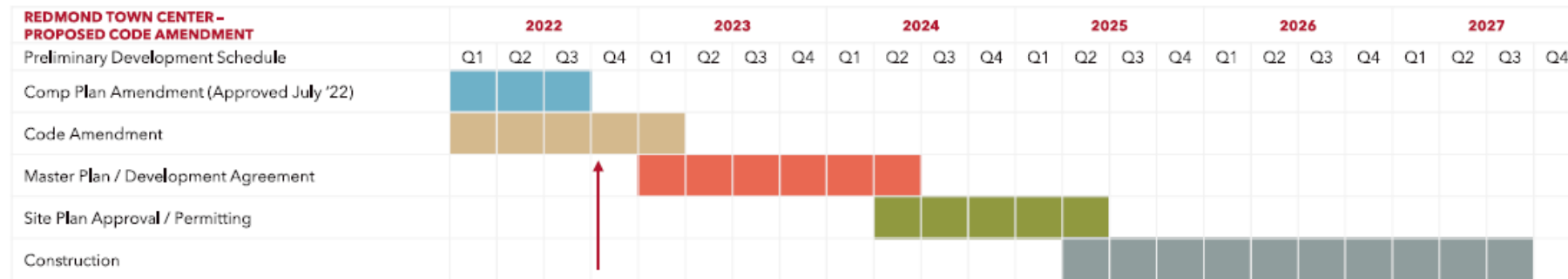
4/2022



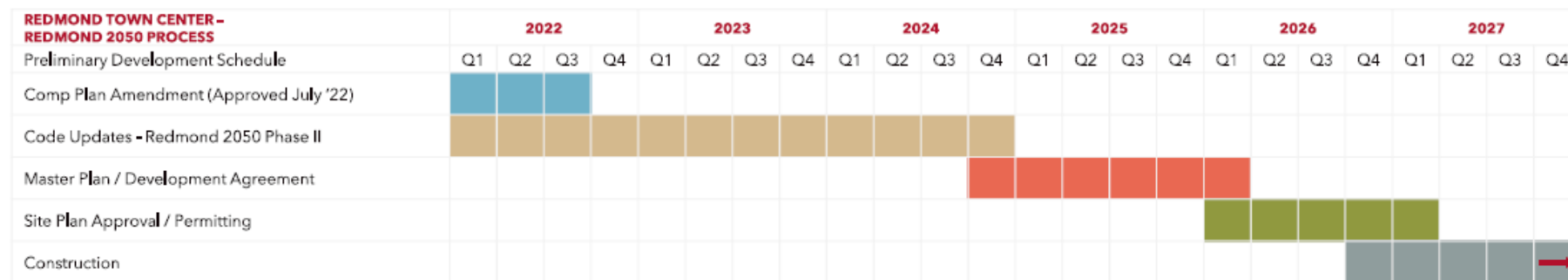
# Applicant's Timeline

## Process & Rough Timeline

### OVERALL SCHEDULE



WE ARE HERE



CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND ZONING CODE ARTICLE I SECTION 21.10.050 DOWNTOWN REGULATIONS - TOWN CENTER (TWNC) ZONE, AND ARTICLE III SECTION 21.62.020.I DOWNTOWN DESIGN STANDARDS - TOWN CENTER ZONE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, City Council adopted most of the proposed amendments included in Redmond Zoning Code (RZC) Rewrite Phase 1 on June 21, 2022 through Ordinance 3083, excepting those related to the Town Center Zone; and

WHEREAS, the City Council remanded proposed amendments related to the Town Center Zone to Planning Commission for further consideration; and

WHEREAS, Hines Interests, on behalf of FHR Main Retail Center, LLC, submitted an RZC text amendment application regarding the Town Center Zone similar in scope to the amendments remanded by the City Council; and

WHEREAS, the potential environmental impacts of the Hines proposal were covered by the Determination of Non-Significance (DNS) for the RZC Rewrite Phase 1 issued on June 18, 2021; and

WHEREAS, the Technical Committee reviewed the proposal on October 20, 2022 and recommended approval, with two additional conditions, to the Planning Commission; and

WHEREAS, the Planning Commission reviewed the Technical Committee recommendation at its October 26, 2022, November 2, 2022, November 16, 2022, and December 7, 2022 meetings, and conducted a public hearing during its November 2, 2022 meeting; and

WHEREAS, on December 7, 2022, the Planning Commission voted to recommend approval of the amendments to the Redmond Zoning Code, with revisions; and

WHEREAS, on January 11, 2023, the Planning Commission voted to approve and transmit the Planning Commission Report and Recommendation to the City Council; and

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 Redmond Zoning Code Amendments pertaining to the Town Center Zone.

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



Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Amendment of Subsections.      Redmond Zoning Code Article I Section 21.10.050 Downtown Regulations - Town Center (TWNC) Zone, and Article III Section 21.62.020.I Downtown Design Standards - Town Center Zone, set forth on the attached Exhibit A and incorporated herein as if fully set forth, are hereby amended to read as set forth therein.

Section 3.      Preparation of Final Documents.      The Administration is directed to complete preparation of Redmond Zoning 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 4.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5.      Effective date.      This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of February, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

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