

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, April 16, 2024**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Vanessa Kritzer, President*

*Jessica Forsythe, Vice President*

*Jeralene Anderson*

*Steve Fields*

*Angie Nuevacamina*

*Osman Salahuddin*

*Melissa Stuart*

## REDMOND CITY COUNCIL

### AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

**Staff Reports** are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at [www.redmond.gov/189/city-council](http://www.redmond.gov/189/city-council).

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

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

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

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

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

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

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

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

<https://redmond.legistar.com/>

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

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

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

## **AGENDA**

### **ROLL CALL**

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

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

*Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.*

*In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.*

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

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

1. Approval of the Minutes: April 2, 2024, Regular Meeting, and April 9, 2024, Special Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for April 2, 2024](#)

[Special Meeting Minutes for April 9, 2024](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, April 10, 2024](#)

[Check Approval Register, April 16, 2024](#)

3. [\*\*AM No. 24-046\*\*](#) Approval of Final Contract with Johansen Construction Company and Acceptance of Construction - NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE) Project

*Department: Public Works*

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

#### **Legislative History**

4/2/24

Committee of the Whole -  
Planning and Public Works

referred to the City Council

4. [AM No. 24-047](#) Approval of Final Contract with Road Construction Northwest, in the Amount of \$4,263,591, and Acceptance of Construction for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 Project

*Department: Public Works*

[Attachment A: Project Information Sheet and Vicinity Map](#)

[Attachment B: Additional Project Information](#)

**Legislative History**

4/2/24

Committee of the Whole -  
Planning and Public Works

referred to the City Council

5. [AM No. 24-048](#) Approval of Consultant Services Supplement 3 with Opsis Architecture, LLP, in the Amount of \$325,000, for a Total Contract Budget of \$5,536,638, for the Redmond Senior and Community Center Project

*Department: Public Works/Parks and Recreation*

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Consultant Agreement](#)

**Legislative History**

4/2/24

Committee of the Whole -  
Planning and Public Works

referred to the City Council

6. [AM No. 24-049](#) Approval of a Consultant Agreement with Miller Hayashi Architects PLLC, in the Amount of \$108,281, for the Fire Station 17 Siding Replacement Project

*Department: Public Works*

[Attachment A: Project Information Sheet](#)

[Attachment B: Consultant Agreement](#)

**Legislative History**

4/2/24

Committee of the Whole -  
Planning and Public Works

referred to the City Council

7. [AM No. 24-050](#) Approval for Amendment to Lease Agreement with LWSD for Old Redmond Schoolhouse in the Amount of \$13,463

*Department: Parks and Recreation/Finance*



[Attachment A: Lease Agreement](#)Legislative History

4/9/24 Committee of the Whole - referred to the City Council  
Finance, Administration,  
and Communications

8. [AM No. 24-051](#) Confirmation of Appointment of New Library Board of Trustees Member

*Department: Executive*

Legislative History

4/9/24 City Council referred to the City Council

9. [AM No. 24-052](#) Adoption of the Construction and Demolition Debris Recycling and Reuse Ordinance

a. Ordinance No. 3162: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Title 15, Buildings and Construction, Adding New Chapter 15.30 Construction and Demolition Debris Recycling and Reuse; Providing for Severability and Establishing an Effective Date

*Department: Public Works*

[Attachment A: Draft Ordinance](#)

[Attachment B: Council C&D Briefing Summary](#)

[Attachment C: Presentation](#)

[Attachment D: 2022 Council Presentation Summary](#)

[Attachment E: Council Memo 21-148](#)

[Attachment F: Committee Memo 22-447](#)

Legislative History

4/2/24 Committee of the Whole - referred to the City Council  
Planning and Public Works

10. [AM No. 24-053](#) Adoption of an Ordinance Repealing RMC 3.44, Advance Travel Revolving Fund

a. Ordinance No. 3163: An Ordinance of the City of Redmond, Washington, Repealing RMC 3.44, Advance Travel Revolving Fund

*Department: Finance*

[Attachment A: Ordinance Repealing RMC 3.44, Advance Travel Revolving Fund](#)

**Legislative History**

4/9/24                      Committee of the Whole -                      referred to the City Council  
Finance, Administration,  
and Communications

11.     [AM No. 24-054](#)                      Adoption of an Ordinance for the 2023-2024 Budget Adjustment #4

a. Ordinance No. 3164: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3110, 3129, 3130, and 3135 by Making Adjustments to the City's 2023-2024 Biennial Budget, in Exhibit 1

*Department: Finance*

[Attachment A: Ordinance: 2023-2024 Budget Adjustment #4](#)  
[Exhibit 1: Summary of 2023-2024 Budget Adjustments #1-4](#)

**Legislative History**

4/9/24                      Committee of the Whole -                      referred to the City Council  
Finance, Administration,  
and Communications

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

**IV.    HEARINGS AND REPORTS**

**A.     Public Hearings**

*Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.*

*In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Public Comment") or for the remote comment registration form.*

1.     [AM No. 24-055](#)                      Public Hearing and Ordinance for the Rose Hill (NE 97th Street) Annexation Petition

a. Ordinance No. 3165: An Ordinance of the City Of

Redmond, Washington, Annexing 13.5 Acres in Unincorporated King County Generally Bounded on the West by the City Limits of Kirkland, and on the North, East, and South by the City Limits of Redmond, and Located Between 132nd Ave NE and NE 97th Street, and Requiring the Property to be Assessed and Taxed at the Same Rate and Same Basis as Other Properties Within the City, Applying Zoning, Providing for Severability, and Establishing an Effective Date

*Department: Planning and Community Development*

[Attachment A1: Direct Petition part 1](#)

[Attachment A2: Direct Petition part 2](#)

[Attachment B: Petition Certificate of Sufficiency](#)

[Attachment C: Vicinity Map](#)

[Attachment D: Financial Analysis](#)

[Attachment E: Ordinance](#)

## **B. Reports**

### **1. Staff Reports**

- a. [AM No. 24-056](#) Sound Transit 2 Line Update

*Department: Executive*

[Attachment A: Presentation](#)

### **2. Ombudsperson Report**

*March: Councilmember Kritzer*

*April: Councilmember Salahuddin*

### **3. Committee Reports**

## **V. UNFINISHED BUSINESS**

## **VI. NEW BUSINESS**

## **VII. EXECUTIVE SESSION**

- A. Potential Litigation [RCW 42.30.110(1)(i)] - 20 minutes  
*Action may take place after the end of the Executive Session*

## **VIII. ADJOURNMENT**

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



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** SPC 24-022  
**Type:** Minutes

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Approval of the Minutes: April 2, 2024, Regular Meeting, and April 9, 2024, Special Meeting (recordings are available at [Redmond.gov/rctv](https://www.redmond.gov/rctv))

**CALL TO ORDER**

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

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: None

MOTION: Councilmember Kritzer moved to reorder the agenda have the Consent Agenda prior to Items from the Audience. The motion was seconded by Councilmember Forsythe.

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

**SPECIAL ORDERS OF THE DAY:**

A. PROCLAMATION: Poetry Month

Mayor Birney read the proclamation into the record.

Redmond Poet Laureate, Ching-In Chen, accepted the proclamation and read a poem.

*Recess: 7:39 p.m. to 7:50 p.m.*

**CONSENT AGENDA**

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

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

1. Approval of the Minutes: March 19, 2024, Regular Meeting, and March 19, 2024 and March 26, 2024, Special Meetings
2. Approval of Payroll/Direct Deposit and Claims Checks

#188164 through #188184

#163705 through #164440  
#1689 through #1693

\$4,244,574.68

#164441 through #164448  
#1697 through #1697

\$9,058.52

CLAIMS CHECKS:

#4122 through #4372

\$9,684,474.56

3. AM No. 24-040: Confirmation of Appointment of New Planning Commission Members
4. AM No. 24-041: Confirmation of Appointment of New Arts and Culture Commission Members
5. AM No. 24-042: Approval of Southeast (SE) Redmond Park Master Plan
6. AM No. 24-043: Adoption of an Ordinance Amending RMC 9.46.010 to Mirror State Law
  - a. Ordinance No. 3161: An Ordinance of the City of Redmond, Washington, Amending 9.46.010 of the Redmond Municipal Code (RMC), by Adding Language to Adopt by Reference All Listed RCW Statutes, as They Exist Now or May be Amended, Superseded, or Recodified in the Future

**ITEMS FROM THE AUDIENCE**

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

- Margaret Graves-Elliott, Linda Yang, Sergey Kanzhelev, Al Rosenthal, Irina Eremeno, Chris Lanterman, Pavel Chikulorv, Raymond Zhang, Sergiy Zhenochin, and Nick Strathy - concerns with the permanent supportive housing project and the decision making process that the city used;

- Eric Chen, Neely McQueen, Jeffery Jones, Tammy Waddell, Tom Kirby, Keke, Marisol Garcia, Fernanda Padilla, Smaran Ralakoeppli, Vidhi Menrodra - in support of the permanent supportive housing project;
- David Morton - benefits of climate resilient vegetation management;
- Taylor Thackaberry - requested changes to the parking rules in Downtown Redmond; and
- David Haines - issues with busses and enforcing drug laws in Overlake.

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

**HEARINGS AND REPORTS**

Public Hearing: None

Staff Reports:

- a. AM No. 24-044: Redmond 2050: Planning Commission Recommendation for Human Services and Annexation and Regional Planning Elements

Carol Helland, Director of Planning and Community Development, introduced this item. Staff provided a report to the Council and sought questions for the issues matrix, to be discussed at the April 9, 2024, Study Session.

Ombudsperson Reports:

Councilmember Kritzer reported receiving resident contacts regarding: updating FAQs for Plymouth Housing; regular updates will be provided at the Committee of the Whole - Public Safety and Human Services; gun range noise; Redmond Middle School student emails regarding video game restrictions, not banning books and lowering taxes; Derby Days rates for non-profits; website language accessibility; missing crosswalk sign; public records requests; Welcoming America program and immigration; issues facing the Indian-American community; policing near the light rail; affordable housing; Lime scooters and accessibility; Items from the Audience rules; and concerns for a local business building in the public right-of-way.



Councilmember Salahuddin reported receiving resident contacts regarding: Plymouth Housing project; regular updates at the Committee of the Whole - Public Safety and Human Services; parking issues; HOA issues; and Imagine Housing meeting.

Councilmember Forsythe reported receiving resident contacts regarding: gun club expansion of hours; status of the Ziply permit for internet; and a pothole on 148<sup>th</sup> Avenue.

Councilmember Stuart reported receiving resident contacts regarding: permanent supportive housing; multimodal transportation; events; Heath through Housing grand opening; spoke on several issues to a community group; and recognizing a RYPAC member.

Councilmember Nuevacamina reported receiving resident contacts regarding: Heath through Housing grand opening; Plymouth Housing; baseball parents and collaboration at Hartman Park; and light rail.

Councilmember Fields reported receiving resident contacts regarding: gun club noise and safety issues.

#### Committee Reports:

Councilmember Stuart provided committee reports:

- Growth Management Planning Council; and
- Committee of the Whole - Planning and Public Works;

Councilmember Salahuddin provided committee reports:

- Community Facilities District;
- Explorer Community School;
- Renewal Food Bank;
- Holi Celebrations; and
- Ramadan accommodations.

Councilmember Kritzer provided committee report:

- WRIA 8 Salmon Recovery Council; and
- OneRedmond Board

Mayor Birney spoke regarding the need for ferry employees and the ribbon cutting for the Sound Transit 2 line.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS:**

A. AM No. 24-045: Acceptance of Connecting Housing to Infrastructure Program (CHIP) Grant

Carol Helland, Director of Planning and Community Development, introduced this item and answered Councilmember questions.

MOTION: Councilmember Kritzer moved to accept the Connecting Housing to Infrastructure Program (CHIP) Grant. The motion was seconded by Councilmember Anderson.

Following Councilmember discussion;

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

Mayor Birney, Councilmembers and Director Helland spoke regarding affordable housing and funding.

**EXECUTIVE SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:40 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: April 16, 2024*

**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**

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, Salahuddin, and Stuart

Absent: None

**LIBRARY BOARD OF TRUSTEES CANDIDATE INTERVIEW**

The purpose of the special meeting was to interview a candidate for the Library Board of Trustees.

Marilee Leon, Vice-Chair of the Library Board of Trustees, introduced the candidate: Naveen Yajaman.

The candidate spoke regarding background and interest in the work of the commission and community.

Discussion ensued regarding: favorite author; unique skills and perspective; diversity; trend towards digital books; equity and inclusion; future role of the library; and providing updates to the Council.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 6:48 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: April 16, 2024*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** SPC 24-023  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 3/16 - 3/31/2024  
Check Date: 4/10/2024

Check Total:	\$ 52,623.09
Direct Deposit Total:	\$ 2,533,264.95
Wires & Electronic Funds Transfers:	\$ 1,613,933.61
Grand Total:	<u>\$ 4,199,821.65</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 **188187** through **188200** ,  
Direct deposits numbered **164449** through **165177** , and  
Electronic Fund transfers **1694** through **1699**  
are approved for payment in the amount of **\$4,199,821.65**  
on this **16 day of April 2024**.

Note:

Check print Diedra Maher - 188185  
Check print Cameron Balazic - 188186

City of Redmond  
Payroll Final Check List  
Pay period: 3/16 - 3/31/2024  
Check Date: 4/10/2024

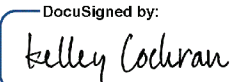
Total Checks and Direct deposit:	\$ 3,710,804.84
Wire Wilmington Trust RICS (MEBT):	\$ 489,016.81
Grand Total:	<u>\$ 4,199,821.65</u>

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

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

Human Resources Director, City of Redmond  
Redmond, Washington

I, Finance Director, do hereby certify to the City Council, that the checks for the months of April 2024 are true and correct to the best of my knowledge.

DocuSigned by:  
  
63E106A5C3D744A...  
\_\_\_\_\_  
Kelley Cochran, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 4373 through 4599, and Wire Transfers are approved for payment in the amount of \$2,592,452.50. This 16<sup>th</sup> day of April 2024.

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## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-046  
**Type:** Consent Item

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

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

Public Works	Mike Haley	Sr. Engineer Project Manager
Public Works	Steve Gibbs	Acting Capital Division Manager
Public Works	Vangie Garcia	Deputy Director

**TITLE:**

Approval of Final Contract with Johansen Construction Company and Acceptance of Construction - NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE) Project

**OVERVIEW STATEMENT:**

This contract with Johansen Construction Company of Buckley, Washington, for the NE 40<sup>th</sup> Street Shared Use Path, Project No. 1923-316-03, had a total bid amount of \$1,917,441.49. Considering plus or minus change orders and bid item increases or decreases, the final contract amount is \$2,387,211.79. Refer to attachment B for information about total project cost and the construction contract cost overrun. Johansen Construction Company constructed a concrete shared use path on the south side of NE 40th Street between 156<sup>th</sup> Avenue NE and 163<sup>rd</sup> Avenue NE. The path is approximately a half-mile in length and is a comfortable bicycle and pedestrian connection to the Redmond Technology light rail station.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

The NE 40th Street Shared Use Path, located on the south side of NE 40<sup>th</sup> Street from 156<sup>th</sup> Ave NE to 163<sup>rd</sup> Ave NE, provides a half-mile comfortable bicycle and pedestrian connection to the Redmond Technology light rail station in the Overlake Regional Growth Center and supports future extensions east to the Idylwood Neighborhood.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

Construction contract final amount \$2,387,211.79

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and connected.

**Other budget impacts or additional costs:**

☐ Yes

☒ No

☐ N/A

*If yes, explain:*

N/A

**Funding source(s):**

Transportation CIP, Federal Highway Grant, Puget Sound Regional Council (PSRC) Grant

**Budget/Funding Constraints:**

Federal Highway Funds that were obligated for construction required “continuous project progress”. This progress was achieved, and the full grants were reimbursed.

☒ **Additional budget details attached**



**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens

**ANTICIPATED RESULT IF NOT APPROVED:**

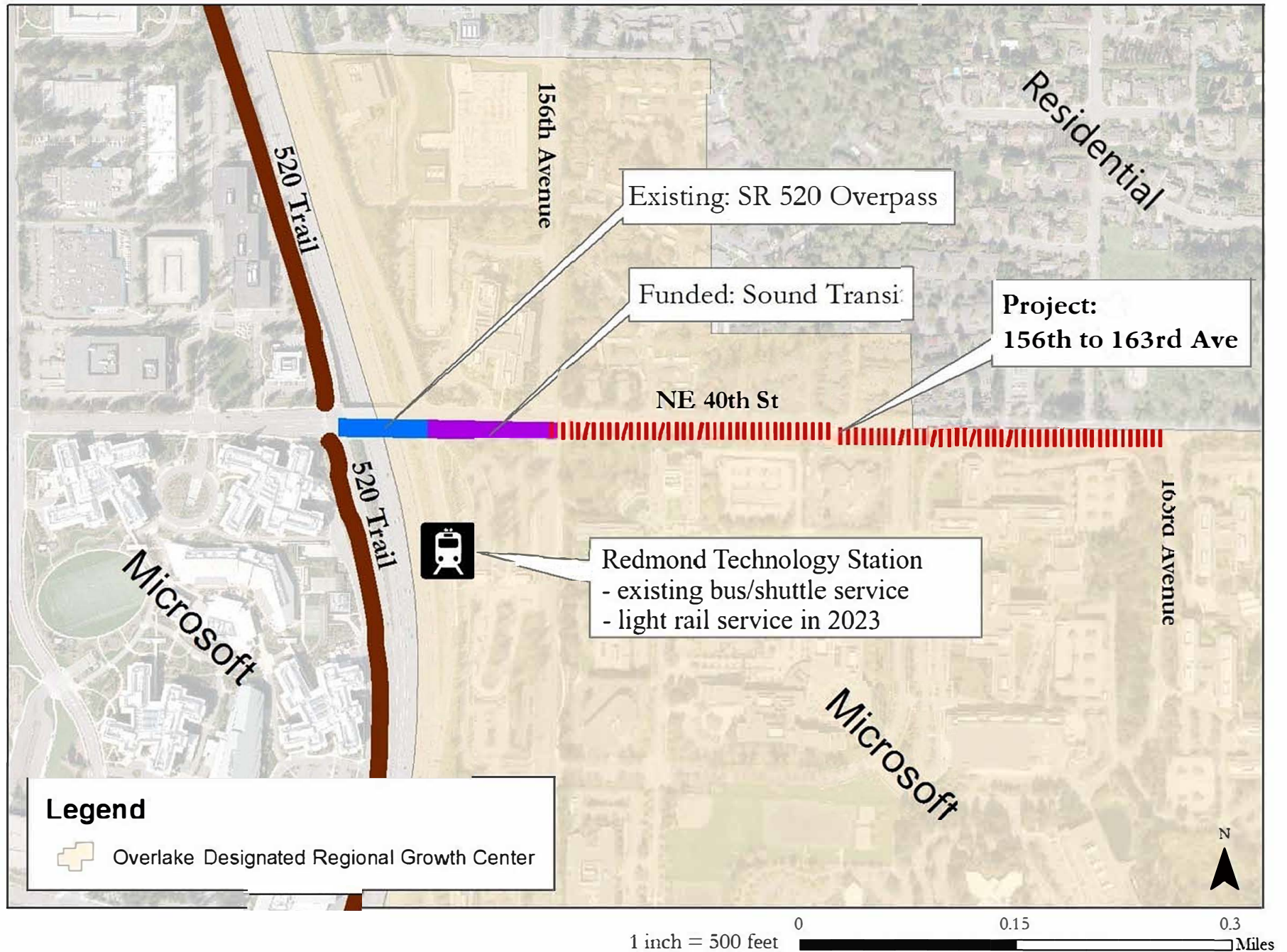
N/A

**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Additional Project Information

# NE 40th Street Shared Path



## Attachment B – Additional Project Information

### NE 40<sup>th</sup> Street Shared Use Path (156th Avenue NE to 163rd Avenue NE), Project 1923-316

#### Fiscal Information

##### Current Project Budget

PSRC Grant through WSDOT	\$ 197,850
WSDOT Federal Highway Grant*	\$1,735,674
Transportation CIP - BTTI	\$2,562,778
<b>Total Funding</b>	<b>\$4,496,302</b>

##### Estimated Project Costs

Right of Way	\$43,731
Preliminary Design	\$349,090
Design	\$480,285
Construction	3,353,764
<b>Total Estimated Project Cost</b>	<b>\$4,226,870</b>

**Budget Difference** \$269,432

This budget difference will reduce the Transportation CIP portion of the project's funding.

#### Construction

Final Construction contract was \$2,387,211.79 and is over the original contract amount by \$469,770.30.

#### Top Three Major Additional Cost Items:

Change pathway from asphalt to concrete	\$176,000
Equitable adjustment support costs for additional days	\$195,000
New irrigation main and existing adjustments	\$ 123,000

These changes were made primarily for the following reasons:

- Project delays from a significant number of unmarked utilities, concrete driver strikes, and covid related impacts (including manufacturing delays) pushed the project past the end of the fall 2022 dry weather season.
- Decisions were made to change materials to permit some of the major work to continue in the winter to get the pedestrian pathway open by the end of January 2023.
- Unsuitable soils affected by the weather were replaced and materials were changed to provide long term stability of the new improvements.
- Due to an 8-month delay in the manufacture of the 18 pedestrian light fixtures needed for roadway and pathway safety, temporary lighting fixtures were installed to open roadway lanes and the pathway as the work was completed.
- The project roadway paving work was suspended until spring 2023 for suitable weather which required reimbursement of contractor support costs per our standard contract.



## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-047  
**Type:** Consent Item

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

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

Public Works	Rob Crittenden	Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Steve Gibbs	Engineering Manager Acting
Public Works	Vangie Garcia	Deputy Director

**TITLE:**

Approval of Final Contract with Road Construction Northwest, in the Amount of \$4,263,591, and Acceptance of Construction for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 Project

**OVERVIEW STATEMENT:**

This contract with Road Construction Northwest for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 project, Project No. 1802-403-03, had a total bid amount of \$4,539,902. Taking into account plus or minus change orders and bid item increases or decreases, the final contract amount is \$4,263,591. Staff is also requesting that Council accept construction.

This project abandoned and replaced seven pressure reducing valve stations throughout Redmond. The construction included the installation of new vaults, valves, and piping as well as restored streets, sidewalks, and landscaping within the limits of construction.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution

1503)

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

**OUTCOMES:**

The Water PRV Replacements Phase 2 project improves the reliability of the City's water supply system. This rehabilitation project reduces the risk of water system failure due to pressure reducing valve stations.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
\$4,263,591

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Healthy and Sustainable

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

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

**Funding source(s):**  
Water CIP

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

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
4/2/2024	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

**ANTICIPATED RESULT IF NOT APPROVED:**

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

**ATTACHMENTS:**

Attachment A: Project Information Sheet and Vicinity Map

Attachment B: Additional Project Information

**Project Name:** Pressure Reducing Valve & Meter Replacement Project #2

**Time Frame:** 2019-2023

**Budget Priority:** Healthy and Sustainable

**Citywide Rank:** 162

**Functional Area Priority** High

**Description:**

Replacing or renovating seven pressure reducing valve (PRV) stations, including the concrete vault, internal piping and valves, external piping, and drainage.

**Secondary:**

Significantly reduced risk of pressure reducing valve failure which could have significant impact on customers.

Request: Primary Reason(s):

Of the ten PRVs in the original project scope, two PRVs were removed from the project due to private development activity, and one was constructed as part of the Sound Transit light rail project. Schedule delays resulted in inflationary adjustment to project

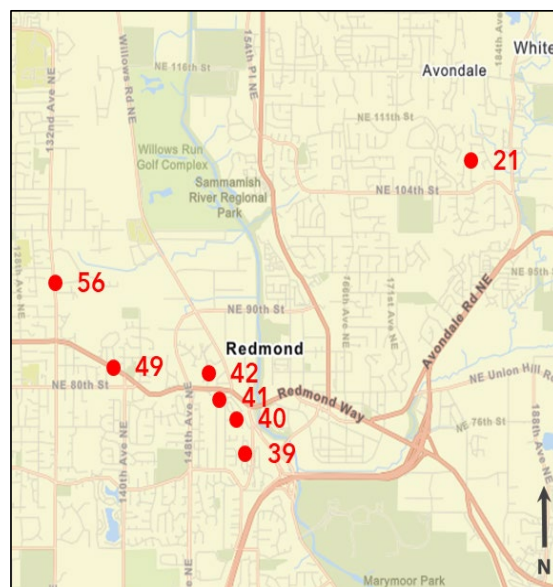
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$7,201,281	\$1,927,106							\$9,128,387
Approved Changes	-\$4,218,995	\$4,037,416							-\$181,579
<b>Current Approved Budget</b>	<b>\$2,982,286</b>	<b>\$5,964,522</b>							<b>\$8,946,808</b>
<b>Proposed New Budget</b>	<b>\$2,627,967</b>	<b>\$3,104,278</b>	<b>\$80,000</b>						<b>\$5,812,245</b>
Proposed changes due to	Scope Change	Schedule Change	X Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$76,356								\$76,356
Right of Way	\$161,321								\$161,321
Design (31-100%)	\$586,899	\$186,863							\$773,762
Construction	\$1,803,391	\$2,917,415	\$80,000						\$4,800,806
Contingency									
<b>Total</b>	<b>\$2,627,967</b>	<b>\$3,104,278</b>	<b>\$80,000</b>						<b>\$5,812,245</b>

[illegible]

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Water CIP	\$2,982,286	\$5,464,522		\$8,446,808
ARPA		\$500,000		\$500,000
<b>Total</b>	<b>\$2,982,286</b>	<b>\$5,964,522</b>		<b>\$8,946,808</b>





## Attachment B – Additional Project Information

### PRV Replacements Phase 2 project

#### Fiscal Information

##### Current Project Budget

Water CIP	\$8,446,808
American Rescue Plan Act (ARPA)	\$500,000
<b>Total Funding</b>	<b>\$8,946,808</b>

##### Estimated Project Costs

Design	\$850,118
Right of Way	\$161,321
Construction	\$4,800,806
<b>Total Estimated Project Cost</b>	<b>\$5,812,245</b>

**Budget Difference (Surplus)**                      **\$3,134,563**

#### Previous Project-Related Council Touches

<b>Date</b>	<b>Meeting</b>	<b>Action</b>
7/19/2022	Business Meeting	Award of Construction Contract

#### Project Photos

PRV Vault with Pressure Relief Drain, Air Release/Vacuum Discharge and Hydrant





PRV Vault Hatch Lid with Air Release/Vacuum Discharge in background



View looking down into PRV Vault



View inside PRV Vault





## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-048  
**Type:** Consent Item

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

Public Works	Aaron Bert	425-556-2786
Parks	Loreen Hamilton	425-556-2336

**DEPARTMENT STAFF:**

Public Works	Eric Dawson	Senior Engineer
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**TITLE:**

Approval of Consultant Services Supplement 3 with Opsis Architecture, LLP, in the Amount of \$325,000, for a Total Contract Budget of \$5,536,638, for the Redmond Senior and Community Center Project

**OVERVIEW STATEMENT:**

The architect consultant team has incurred additional costs over what was estimated for Contract Supplement 2 (Construction Administration) due to extended construction duration and higher than estimated number of construction submittals. The recent budget adjustment approved by Council on February 20, 2024 included funding for the supplement.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

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

Council approval is required to award an architectural and engineering services agreement that exceeds \$50,000

(2018 City Resolution 1503)

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

The current approved \$61,700,000 budget includes funding for this consultant supplement.

**OUTCOMES:**

Approval of the budget supplement would allow completion of the senior and community center and keep the project on track for a grand opening in the spring of 2024.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
See Attachment B - Additional Project Information
- **Outreach Methods and Results:**  
See Attachment B - Additional Project Information
- **Feedback Summary:**  
See Attachment B - Additional Project Information

**BUDGET IMPACT:**

**Total Cost:**

Current Budget:	\$5,261,638
Proposed Supplement:	\$325,000
Proposed Budget:	\$5,536,638

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

**Budget Offer Number:**

CIP

**Budget Priority:**

Infrastructure, Healthy and Sustainable, Vibrant and Connected

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

***If yes, explain:***

Note that the proposed consultant supplement is included in the current \$61,700,000 budget approved by Council on February 20, 2024.

**Funding source(s):**

Debt proceeds	\$	16,139,840
General Fund	\$	13,236,527
Grants	\$	1,725,000
Impact Fees	\$	14,493,065
Misc - Solar Panels + contributions from Amazon and Emerald Heights	\$	305,457

REET	\$	15,800,111
Total Approved Budget	\$	61,700,000

**Budget/Funding Constraints:**

The City Council approved a total project budget of \$61,700,000 on February 20, 2024. Councilmanic Bonds were issued with City Council approval in May 2022.

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	See Attachment B: Additional Project Information	N/A

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

If the budget supplement is not approved, construction administration will continue, but a reduced level to meet the current budget. Reduced construction administration could result in reduced quality of construction.

**ATTACHMENTS:**

Attachment A - Redmond Senior and Community Center Project Information Sheet

Attachment B - Additional Project Information

Attachment C - Consultant Agreement





# CIP Project Information Sheet

**Project Name:** Redmond Senior & Community Center Rebuild

**Project Status:** Existing - Revised

**Functional Area(s):** Parks, Facilities

**Relevant Plan(s):** PARCC Plan, Facilities Plan

**Neighborhood:** Downtown

**Location:** Redmond Municipal Campus

**Description:**

Design and construction of new Redmond Senior & Community Center

**Time Frame:** 2020-2024

**Budget Priority:** Healthy and Sustainable

**Citywide Rank:** N/A

**Functional Area Priority:** High

**Anticipated Outcomes:** **Primary:** Upgrade/Enhancement **Secondary:**  
New senior and community center with an expected life of 60 years.

**Request:** **Primary Reason(s):**  
Budget increase due to inflation, volatile construction costs, and bidding climate.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$13,301,982	\$2,414,018	\$1,400,000						\$17,116,000
Approved Changes	\$11,778,018	\$28,005,982	\$1,100,000						\$40,884,000
<b>Current Approved Budget</b>	<b>\$25,080,000</b>	<b>\$30,420,000</b>	<b>\$2,500,000</b>						<b>\$58,000,000</b>
<b>Proposed New Budget</b>	<b>\$19,827,043</b>	<b>\$32,144,165</b>	<b>\$9,728,792</b>						<b>\$61,700,000</b>
Proposed changes due to	Scope Change	Schedule Change	X Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$130,743								\$130,743
Right of Way									
Design (31-100%)	\$5,497,869	\$74,200							\$5,572,068
Construction	\$14,198,432	\$32,069,965	\$4,328,792						\$50,597,189
Contingency			\$5,400,000						\$5,400,000
<b>Total</b>	<b>\$19,827,043</b>	<b>\$32,144,165</b>	<b>\$9,728,792</b>						<b>\$61,700,000</b>

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost		\$167,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	ongoing	\$2,667,000

Explanation: Professional services, supplies, utilities, and outside repairs and maintenance.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
General Fund	\$289,062	\$12,947,465		\$13,236,527
Impact Fees	\$2,992,866	\$11,500,199		\$14,493,065
Real Estate Excise Tax	\$787,687	\$15,012,424		\$15,800,111
Bond Proceeds	\$16,000,000	\$139,840		\$16,139,840
Grant	\$1,725,000			\$1,725,000
Contributions/Solar	\$189,427	\$116,030		\$305,457
<b>Total</b>	<b>\$21,984,042</b>	<b>\$39,715,958</b>		<b>\$61,700,000</b>



## Attachment B – Additional Project Information

### Redmond Senior and Community Center

#### Project Discussion

The architect consultant team has incurred additional costs over what was estimated for Contract Supplement 2 (Construction Administration) due to extended construction duration and higher than estimated number of construction submittals. The recent budget adjustment approved by Council on February 20, 2024 included this funding for this supplement.

The consultant calculated their cost to complete at approximately \$550,000 over the original agreement estimate. Because the project risks were known by all parties at the time of construction and the consultant accepted those risks, the City and consultant agreed to a reduced request of \$325,000.

#### Project-Related Community/Stakeholder Outreach

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

01/10/2022	Project Stakeholder Group Meeting #9
02/28/2022	Project Stakeholder Group Meeting #10
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee

#### Previous Project-Related Council Touches

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



11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve
02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve
07/26/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
08/16/2022	Business Meeting	Receive Information
08/23/2022	Study Session	Receive Information
09/20/2022	Business Meeting	Approve
09/27/2022	Study Session	Receive Information
10/04/2022	Business Meeting	Approve
01/24/2023	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/05/2023	Business Meeting	Receive Information
10/23/2023	Special Meeting	Receive Information
02/06/24	Committee of the Whole - Planning and Public Works	Provide Direction
02/20/24	Business Meeting	Approve



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

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

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

The changes to the agreement are described as follows:

**I**

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

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**II**

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

**III**

Section V, PAYMENT, shall be amended as follows:

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date



~~June 2, 2023~~  
~~July 12, 2023~~  
~~September 13, 2023~~  
~~October 9, 2023~~  
~~December 15, 2023~~  
~~January 29, 2024~~  
March 22, 2024

Eric Dawson  
City of Redmond  
PO Box 97010  
Redmond, WA 98073-9710

Reference: Opsis Project No. 4821-03  
Proposal for Professional Services for Redmond Senior and Community Center  
**Additional Services Request 20 (Rev.6)** for Enhanced CA Services

Dear Eric,

The following information outlines our request to the City of Redmond for additional services to cover architectural construction administration (CA) scope beyond the anticipated effort and duration outlined in our Supplement 2 contract amendment. This request covers additional staffing required by Opsis and Johnston Architects (JA) to provide the services necessary to complete all CA tasks, maintain the project schedule and also includes the extension of the overall duration of CA services from October 6, 2023 to March 27, 2024.

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## SCOPE OF WORK

### Construction Administration Fee Shortfall

The original scope of work for CA included a weekly staffing level of approximately 1.6 FTE throughout the duration of construction, which equated to 45 hours per week by JA and 18 hours per week by Opsis. To date the time required by Opsis and JA to complete CA tasks has been closer to 3.2 FTE with JA requiring 89 hours per week and Opsis requiring 42 hours per week to complete CA tasks.

Opsis attempted to pull back hours in October and November of 2022 to align billable time with the original planned hours, but that effort led to slower response times for both RFI's and submittals. To keep the project schedule on track and avoid delay claims by the contractor our team staffed back up to 3.2 FTE in December 2022 and maintained those levels to December 2023.

Multiple factors have led to the increased time required by Opsis and JA to complete our CA responsibilities for the project. However, the primary factor driving the quantity of RFI's and questions on the project can be tied back to the desire to get the building open by October of 2023. To achieve this

goal multiple permitting and bid packages needed to be released out of sequence. A sample of the timeline is listed below for reference:

- The Structural Procurement Set was released on February 22, 2022 to lock in MPP/glu-lam pricing and get in the manufacturing queue so product would be available and ready for installation per the construction schedule.
  - The release of this package 5 months before the 100% construction documents were complete, created many coordination issues during construction.
- The Civil Construction Plan Review (CCR) was submitted February 25, 2022.
  - The approved CCR package was combined with the 100% Construction Document landscape drawings for the civil and landscape bid package. Combining these packages completed months apart created coordination issues that have required additional time to complete during CA.
- Building Permit 1 (Shell) was released March 15, 2022. The team collectively decided to split the permit package into two separate submittals to meet the project schedule and address the unstable bidding climate.
  - The focused time on the building shell package created coordination issues that continue to affect the workload in CA.
- The 50% Construction Document package was released on April 8, 2022. This package served as the basis for the MEP bid.
  - The design team stepped up to include as much information as possible in the set but there was a long list of unresolved MEP scope items. Ideally the MEP bid would have utilized the 100% CD set but again, the need to stay on schedule took precedence.
- The 100% Construction document Package was released on June 17, 2022
  - Multiple bid packages were developed from this set even though the final building permit had not been released.
- Building Permit 2 (Core) was submitted June 24, 2022
  - At the time of the release, the design project schedule had hit all the major project milestones. However, the multiple package process created gaps in the documentation packages which would not have occurred if a single permit and bid package had been released.

In hindsight the documentation process outlined above kept the project on schedule but the creation of all the packages reduced the time available to fully coordinate the document set. Our team had assumed some level of risk with the process, but that risk has far exceeded our expectations. The time and effort required during CA to address missing or erroneous information has brought us to the point that we have no fee left to account for our continued effort on the project.

With COR's approval, Opsis reallocated unspent consultant fees and contingencies from the original contract and Supplement 1 to cover our unforeseen time. We began to bill on that fee in the April 2023 invoice and our billing included hours spent on the project in March that were not previously billed because it was beyond our fee allocation for the project at that time. By July 2023, Opsis and JA expensed all the architectural CA fee available and without the approval of additional fee JA could only staff the project to December 2023.

Opsis and JA have been holding invoices since July 2023. The total unbilled labor cost to date is **\$541,952**. A month-by-month breakdown of our unbilled hours is included in the fee section of this request.

## Construction Administration Extended Duration

As noted above our Phase 3 Supplement 2 contract outlines an assumed substantial completion date of October 6, 2023. The current project schedule has the project finishing in March 2024. For the purpose of

this ASR we are assuming a new substantial completion date of March 27, 2024. The extension of the schedule adds 5 1/2 months to the duration of the contract, and we request that our contract amount be increased, as outlined in the fee section, to cover the extended duration.

Opsis and JA developed a workplan assuming the March 27, 2024, substantial completion date. The workplan and fee assumes 2.1 FTE with JA requiring 57 hours per week and Opsis requiring 28 hours per week to cover the extended project duration. A full accounting of the Construction Administration Extended Duration request is outlined in the fee section.

## **Construction Administration Summary**

We realize this has been a challenging project that has resulted in extra effort from all involved; even with the CMGC process and shared decision-making throughout the design/document process. Opsis and JA have been dedicated to the project success from the start, and we have continued by assigning senior experienced staff, committing the extra effort and additional staff required for a successful project. All signs suggest that the project is through the most challenging and risky part of construction, but we understand the final months of construction are critical to successfully completing the project. We want a positive outcome for the Redmond community and for you to “feel good” about the final product and our team’s follow-thru to meet the project challenges and solve issues as they come up.

As you are aware our original CA fee didn’t account for Absher’s construction schedule that added 4 months plus 1 additional month (just 2-months into the contract). This totals 5-months of the 5.5-month extended CA time. We brought this to your attention early in the CA process with ongoing discussion and reminders that we would be requesting an ASR for the extended CA.

It now appears that Zone 4 construction has been identified as the primary issue causing delays to the schedule. The redesign and implementation of a code compliant fire rated assembly has been a lingering issue that has had input from both the design and construction teams. When the team collectively decided to design a metal framed structure it was done so to reduce the estimated cost of the project. Opsis and JA completed the design revisions at no cost to the project. The redesign of Zone 4 was reviewed and approved with permit package 1. Our design included spray applied fireproofing as it was determined by the contractor to be the most cost-effective method to provide a fire rating. However, during construction it was discovered that there was not a UL listing available for our specific assembly, so the design team developed an assembly utilizing gypsum wall board to provide the fire rating. The redesign created added difficulties for installation of mechanical piping and seismic bracing which in turn have pushed the schedule. We understand that Opsis and our design partners have some responsibility for the delays caused by the Zone 4 fire rating issues, but we do not agree that we are solely responsible for a 5.5-month delay in the project schedule.

We understand the project’s additional construction costs and schedule delays are pushing the limits of your budget constraints and that additional funds were requested from the City Council to cover additional construction expenses and the city feels the design team holds some responsibility for the added construction costs / schedule delay and should share in the “burden”. Although there are many factors that have resulted in construction delays, the construction change orders or errors and omissions stand at 2.77% which is well within industry standards.

Taking the preceding into account and understanding the current financial constraints on the project, we propose subtracting \$100,000 from our fee request and elimination of our profit margin for the CA shortfall to lighten the financial burden on the City. We are also subtracting \$74,336 from our extended duration request. We have indicated this reduction below in our fee totals to address shared responsibility for the added construction costs and schedule delay.

Opsis will continue to provide CA services to the Substantial Completion date on March 27, 2024. In total Opsis and JA are currently absorbing a \$216,952 loss which imposes a real financial hardship on our firms and we would greatly appreciate approval of this add service request as soon as possible. The City of Redmond is moments away from having one of the finest senior and recreation centers in the country. Our team has been fully dedicated and gone the extra mile during every step of the journey. We want more than anything to provide the continued level of service you deserve but we need your help financially to get there.

## Fee

We propose the following fees:

## Exhibit D

### Construction Administration Fee Shortfall

	Month	Labor Cost
Johnston Architects	July (reallocated consultant fee)	\$61,454
Johnston Architects	August	\$54,455
Johnston Architects	September	\$44,936
Opsis Architecture	June	\$24,986
Opsis Architecture	July	\$36,293
Opsis Architecture	August	\$29,727
Opsis Architecture	September	\$24,880
	Sub-total	\$276,731
	Less 15.4% Proffit	(\$42,616)
	Reduction	(\$100,000)
	<b>Total</b>	<b>\$134,115</b>

### Construction Administration Extended Duration to Substantial Completion

	Hours	Weeks	Total Hours	Billing Rate	Labor Cost
Jack Chaffin	1	19	19	\$231	\$4,389
Chris Roberts	8	19	152	\$205	\$31,160
Alison Walker Brems	8	19	152	\$231	\$35,112
Seirra Borsari	24	19	456	\$99	\$45,144
Jay Johnson	24	19	456	\$181	\$82,536
Gary Blackwell	20	19	380	\$176	\$66,880
			Sub-Total		\$265,221
			Reduction		(\$74,336)
			<b>Total</b>		<b>\$190,885</b>

<b>Total Request</b>	<b>\$325,000</b>
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## **Preliminary Schedule**

Work outlined in this request started in May 2023 and concludes with substantial completion on March 27, 2024. Construction Administration services extending beyond the substantial completion date are not included in this request.

## **Reimbursables**

No reimbursables are anticipated for this scope of work.

## **Invoicing**

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Kalvelage", with a stylized flourish at the end.

**James Kalvelage** FAIA, NCARB, LEED AP BD+C  
Partner, Opsis Architecture LLP



## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-049  
**Type:** Consent Item

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

Public Works	Aaron Bert	425-553-5814
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**DEPARTMENT STAFF:**

Public Works	Steve Gibbs	Capital Division Engineering Supervisor
Parks	Dave Tuckek	Parks and Recreation Deputy Director
Parks	Quinn Kuhnhausen	Facilities Manager
Public Works	John Mork	Project Manager

**TITLE:**

Approval of a Consultant Agreement with Miller Hayashi Architects PLLC, in the Amount of \$108,281, for the Fire Station 17 Siding Replacement Project

**OVERVIEW STATEMENT:**

Attached for Council's review is a consultant agreement with Miller Hayashi Architects PLLC in the amount of \$108,281 for the Fire Station 17 Siding Replacement Project, Project No. 2412-099-00. The design and permitting phase is scheduled to be complete in late 2024 and construction is scheduled to begin in spring of 2025.

During routine inspection, Facilities staff discovered moisture intrusion behind the siding of the building which is causing the siding to fail. Facilities staff is recommending replacing the siding to prevent further damage to the building envelope. Work on this project will include replacing the weather barrier and flashing and the removing and replacing the exterior siding.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**



CIP

- **Required:**

Council approval is required to award an architectural and engineering services agreement that exceeds \$50,000 (2018 City Resolution 1503)

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

This project will replace the building weather barrier, flashing and exterior siding. This will prevent further damage to the building structure and extend building life.

**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:**

\$108,281

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:**

☐ Yes

☒ No

☐ N/A

***If yes, explain:***

N/A

**Funding source(s):**

General Government

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
1/16/2024	Business Meeting	Approve
4/2/2024	Committee of the Whole - Planning and Public Works	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving the contract will result in delaying the project design and potentially increasing the cost to complete the project. The building will also be further damaged by moisture getting into the structure.

**ATTACHMENTS:**

Attachment A: Project Information Sheet

Attachment B: Consultant Agreement



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

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

**IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

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

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

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

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

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

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

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

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

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

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



## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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



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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# ***Exhibit A Scope of Work***

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Project No.

## ***Exhibit B***

### ***DBE Participation Plan***

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

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

#### **B. Roadway Design Files**

#### **C. Computer Aided Drafting Files**

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

***Exhibit D***  
***Prime Consultant Cost Computations***

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## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
***[Include Washington State Department of Transportation specific program requirements.]***
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ***Exhibit G*** ***Certification Document***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

☐

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date



## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

## **Exhibit H**

### **Liability Insurance Increase**

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#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

## City of Redmond Fire Station #17 Building Envelope Improvements

March 11, 2024 Revised

**Project Description:** Architectural services for design, permit coordination, contractor bidding/pricing, and construction support for the City of Redmond Fire Station #17 Building Envelope Improvements Project located in the City of Redmond, Washington. The work involves: Modification and replacement of the existing building envelope areas as defined in the Existing Cladding Evaluation report by Wetherholt and Associates (dated: June 23,2023 ).

- Wetherholt Associates included to review the design and inspect the installation of the building envelope replacement work.
- Structural Engineering is not included at this time engineering service may be required if structural deficiencies are encountered in the existing design or construction.
- No mechanical, electrical and/or plumbing system appear to be affected by the work it is assumed any modification to be Design Build by the General Contractor and their Sub-Contractors

### Schedule:

Scope of architectural design work to commence approximately February 2024.

### Proposed Architectural Fees: (Miller Hayashi Architects)

Fee for the Architectural Services shall be invoiced monthly basis and not to exceed a maximum fee of **\$ 69,252.00**

### Proposed Building Envelope Consultant Fee: (Wetherholt & Associates)

Fee for the Building envelope Consultant Services shall be invoiced monthly basis and not to exceed a maximum fee of **\$ 39,029.00**

**TOTAL FEE** **\$108,281.00**

### Owner Responsibility:

- Reimbursable Expenses (including permit fees)
- Good Faith Survey for Hazardous Materials (Code Required)

**Scope of Architectural Services:** Miller Hayashi Architects (MH) will manage the project, review documents, develop and prepare concept design documents, building permit documents, and bid drawings.

- Review of existing drawings, reports, documentation of the existing structure and space
- Communication with staff and operations to determine any additional requirements.
- Review on-site conditions
- Prepare conceptual plans for owner review and approval.
- Develop building permit documents based on approved plan
- Coordinate for building permit
- Develop bid/pricing construction drawings and specifications
- Coordinate bidding/pricing period with prospective contractor
- Provide Construction Coordination including meetings, review of submittals and RFIs throughout construction

The endorsement below shall serve as a notice to proceed for Miller Hayashi, and approval with the scope of work, a full agreement will be prepared in accordance with the City of Redmond Standard Agreement. All work shall be performed in accordance with the terms of the Contract.

By:

A handwritten signature in black ink, appearing to read "Bruce Hayashi", is written over a horizontal line.

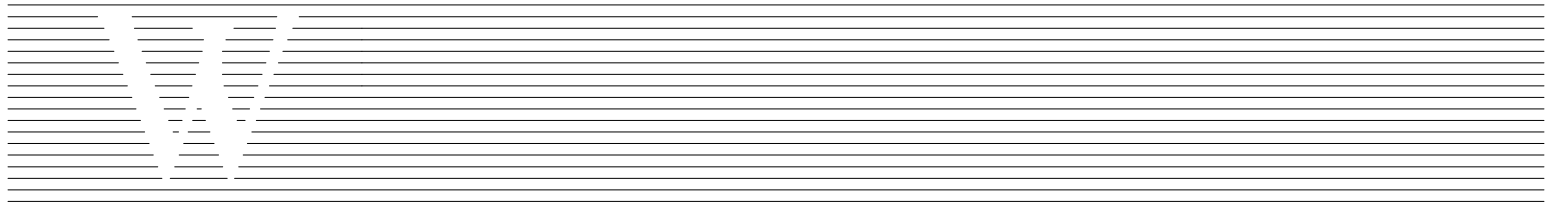
Bruce Hayashi, Principal  
Miller Hayashi Architects

Agreed:

A solid horizontal line intended for a signature.

John Mork, Project Manager  
City of Redmond





W E T H E R H O L T   A N D   A S S O C I A T E S ,   I N C .

February 12, 2024

Miller Hayashi  
118 North 35<sup>th</sup> Street, Suite 200  
Seattle, Washington 98103

Phone: 206-634-0177

Attn: Bruce Hayashi

Email: [brucehayashi@millerhayashi.com](mailto:brucehayashi@millerhayashi.com)

Ref: Exterior Cladding Design Consulting, Construction Administration, and Inspection Services  
Redmond Fire Station 17  
16917 NE 116<sup>th</sup> Street  
Redmond, WA 98052

Greetings,

As discussed with Bruce Hayashi, we are pleased to submit our proposal to provide exterior cladding design consulting, construction administration, and part time inspection services for the Redmond Fire Station 17 project.

We understand that the City of Redmond has asked Miller Hayashi to assist with designing a new exterior wall cladding system based on deficiencies reported in our previous exterior cladding evaluation, performed June 2023.

Our scope of work would include the following. Window systems such as curtainwalls or storefronts are not included.

**Phase I: Exterior Cladding Design Consulting – Estimated Budget \$8,000**

- Review and mark-up of architectural drawings and Division 7 (thermal/waterproofing) specifications prepared by Miller Hayashi, related to the exterior cladding, fenestration and associated flashing transitions at each the SD, DD, and CD stage.
- Provide recommendations for envelope related performance requirements, relevant standards, and acceptable materials/systems, for final inclusion into the project documents by Miller Hayashi.
- Review and comment on building envelope related V.E. if requested.
- Attend up to three (3) virtual meetings with Owner and/or Architect.

14715 NE 95<sup>th</sup> Street, Suite 100 • Redmond, WA 98052

Phone: 425-822-8397 • Fax: 425-822-7595

[www.wetherholt.com](http://www.wetherholt.com)

**Phase II: Limited Construction Administration – Estimated Budget \$6,000**

- Assist Miller Hayashi with answering bidder's questions.
- Review Substitution Requests.
- Review and comment on shop drawings and material submittals for general compliance with the specifications.
- Review RFIs.

**Phase III: Part-time Application Inspection– Estimated Budget \$25,000**

- Observation of the exterior cladding assemblies, weather barriers and related rough opening, penetration and transition flashings for up to an 8 week duration, at 2 site visits per week, including up to 4 site visits by a Sr. Field Engineer or Principal. We are assuming a total of up to 20 inspections by a Field Inspector, including punch inspections, back-check inspections, mock-up reviews, and requested meetings.
- Preparation of reports including photographs after each inspection.
- Field report quality assurance review by a Principal or Sr. Field Engineer.

The application inspections are intended to monitor the exterior cladding assembly, verifying that the application complies with the project specifications, manufacturer's installation requirements, and good practice. Quality control, onsite safety requirements, ways, means, and methods are the responsibility of the Contractor.

**Total estimated budget for Phase I, Phase II and Phase III services - \$39,000.**

The actual cost for services will depend upon the time spent. Billing will be on an hourly basis and invoices are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of services will be exceeded, authorization would be requested prior to the performance of additional work. The actual cost will depend upon the contractor's schedule and diligence in completing the work properly.

Billing rates are as follows:

- Principals: \$240/hr - Don Davis, RRC/RWC/REWC/RBEC; Mike Caniglia, RRO/RRC/RWC/REWC/RBEC; Pravat Sripranaratanakul, RRO/RRC/RWC, Jose Laurean, RRO/RRC/RWC
- Consultant: \$340/hr - Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/F-IIBEC
- Concrete Specialist: \$290/hr – Pete Barlow
- Field Engineers: \$205/hr
- Inspectors / Technical Services: \$120/hr. for straight time, overtime at \$180/hr
- Technical Assistants: \$90/hr
- Expenses are billed at cost plus 10%. Mileage will be billed at \$0.70 per mile. Time is billed portal to portal.

ASSUMPTIONS AND EXCLUSIONS:

- Our services are limited to exterior wall cladding and associated flashings.
- We assume that the owner or contractor will provide site access as required for our work, if needed.
- Not included is any assembly performance testing (e.g. ASTM D 903 adhesion testing, uplift testing, air barrier or window testing).
- We assume no overtime hours will be needed during the project.
- We are not responsible for acceptance or integration of our recommendations, design review comments or detail markups into project documents and accept no liability for the project design or construction.
- Final product selection, specification and design detailing are the responsibility of the Architect or Owner.
- Final responses to RFI's, CO's, Substitution Requests and other similar documents that amends or changes the construction contract or contractor's scope of work is the responsibility of the Architect.
- Final review and stamping of submittals and shop drawings is the responsibility of the Architect.
- Proper execution of the design is the responsibility of the Contractor.
- Hazardous material testing, assessment, and mitigation is not included.
- Cost estimating is not included.
- System selection matrices with high level pros and cons, conceptual Architectural impacts, and order of magnitude install and operating costs are not included.
- Test reports and certificates of manufacturer acceptance are not included.
- Acceptance of the substrate as suitable for commencing the building envelope installations is not included.
- Any required manufacturer's warranty inspections and special inspections that may be required by the city are not included.

In order to briefly clarify the duties of the inspector: the inspector monitors the application by verifying that the contractor is following the specifications. The inspector verifies that the materials specified are the materials used and that the installation methods conform to the manufacturer's recommendations and the Architect's specifications.

Should conflicts arise between the specifications and the installation, the inspector resolves the problem by calling the appropriate party for an answer. We encourage our inspectors to ask questions, remembering the cliché "the only dumb question is the one that was not asked".

As the inspector observes items requiring correction, these are pointed out to the foreman of the crew. If the item is of large consequence or conflicts with the specification and is not easily resolved, it is noted in a daily report. These reports discuss what occurred on the project during the day of the report and are relatively detailed in comparison to the standard testing laboratory report.

The inspector's authority is limited, in that they cannot change the specifications, direct the work, or perform the work. They are there to observe that the building envelope assemblies are installed in accordance with the specifications and the manufacturer's instructions. Neither is the inspector the guarantor of the performance of the product; the manufacturer and the installer provide guarantees because they make and install the material.

Inspections are performed by personnel experienced in roofing, exterior cladding, and waterproofing application inspection and who are employees of Wetherholt and Associates, Inc. We are continually updating our inspectors by exposing them to the differing types of roofing, exterior cladding, and waterproofing, and meeting with roofing materials representatives to discuss their particular requirements. In addition, we regularly meet with contractors to discuss products and application techniques. Our personnel attend local and national seminars where we learn additional roofing related information.

Wetherholt and Associates, Inc. does not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including JSH Properties, Integrated Real Estate Services, and Madison Marquette. Services included investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

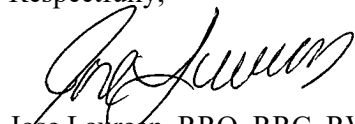
By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of roofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors, and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below, or issuance of a purchase order referencing this proposal, and return a signed copy to us. This proposal will remain valid for 90 days and is subject to price and term changes thereafter.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.

Respectfully,



Jose Laurean, RRO, RRC, RWC  
Senior Field Engineer / Principal  
Wetherholt and Associates, Inc.

\_\_\_\_\_  
Signature of Authorization

\_\_\_\_\_  
Date

## Consultant Fee Determination

## NEGOTIATED HOURLY RATES

<b>SUBCONSULTANT COSTS (See Exhibit E)</b>	
Wetherholt and Associates Inc.	\$39,029
<b>Subtotal:</b>	<b>\$39,029</b>

**GRAND TOTAL:** \$108,281

## EXHIBIT E

### Subcontracted Work

Project Name: Fire Station #17  
Project Number:  
Consultant: Miller Hayashi Architects

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

<b>Subconsultant</b>	<b>Work Description</b>	<b>Amount</b>
Wetherholt and Associates Inc.	Building Envelope Consultant	\$39,029
<b>Total:</b>		\$39,029

## Exhibit D-2

## Consultant Fee Determination

Project Name: Fire Station #17  
Project Number:  
Consultant: Wetherholt Associates

## NEGOTIATED HOURLY RATES

<b>Classification</b>	<b>Hours</b>	<b>DSC</b>	<b>Overhead 100%</b>	<b>Fee (Profit) 23%</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal Concrete Specialist Field Engineers	100	\$ 107.50	\$107.50	\$24.56	\$240	\$23,956
Inspectors / Technical Services	120	\$ 54.00	\$54.00	\$12.34	\$120	\$14,441
Technical Assistance	6	\$ 40.50	\$40.50	\$9.25	\$90	\$496
<b>Total Hours</b>						<b>Subtotal:</b>
	226					\$38,893

## REIMBURSABLES

Mileage		\$136
Reproduction (copies, plots, etc.)		
Miscellaneous		
	<b>Subtotal:</b>	\$136

**SUBCONSULTANT COSTS (See Exhibit E)**

[illegible]

**Total:** \$39,029

Contingency:

**GRAND TOTAL:** \$39,029



## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-050  
**Type:** Consent Item

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

Parks	Loreen Hamilton	425-556-2336
Finance	Kelley Cochran	425-556-2748

**DEPARTMENT STAFF:**

Parks	Zach Houvener	Deputy Director
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**TITLE:**

Approval for Amendment to Lease Agreement with LWSD for Old Redmond Schoolhouse in the Amount of \$13,463

**OVERVIEW STATEMENT:**

In 2021, the City entered into a 5-year lease agreement with Lake Washington School District for a portion of the Old Redmond Schoolhouse for community recreation programming. Section 4.1 detailed that the parties would meet after 2 years of the agreement to assess utility and janitorial actual costs for the leased space. It was determined that for 2024, the increase for annual janitorial and utility costs is \$13,463. The amount for 2025 will be determined after year end of 2024. The lease will be renegotiated at the end of year 5 (2025).

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2018 Community Centers Stakeholder Report  
PARCC Plan
- **Required:**  
This lease agreement was approved by City Council in 2020. Changes to the amount of the contract must be approved by Council to increase spending authority.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A



**OUTCOMES:**

Utilizing the Old Redmond Schoolhouse provides vital recreation space for programming, classes, active recreation (youth basketball, drop in pickleball, etc), and the Redmond Historical Society which subleases space from the City of Redmond.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
\$50,000

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

**Budget Offer Number:**  
0000008 - Community Recreation

**Budget Priority:**  
Healthy & Sustainable

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

***If yes, explain:***

The increase for 2024 to this contract is \$13,463. This will be paid from the Recreation Activity Fund. This will be paid by revenues collected from programming the Old Redmond Schoolhouse.

**Funding source(s):**  
Recreation Activity Fund (RAF)

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

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
12/1/2020	Business Meeting	Approve
4/9/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Payment for 2024 lease is due to LWSD. If we do not pay, we may be unable to continue programming in these spaces.

**ANTICIPATED RESULT IF NOT APPROVED:**

Payment for 2024 lease is due to LWSD. If we do not pay, we may be unable to continue programming in these spaces.

**ATTACHMENTS:**

Attachment A: ORSH Lease



## City Contract Routing Form

City Contract #: \_\_\_\_\_

## Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicableComments: ORSH Lease

## Section 2 – Fill Out Contract Details

Date: 12/07/2020 Department: Parks and Recreation Division: Recreation Mail Stop: 4NPKProject Administrator Name: Jeff Hagen Extension: 2312

Project Manager Name (if different than above): \_\_\_\_\_ Extension: \_\_\_\_\_

Contract Type: Interlocal/Intergovernmental If other, please indicate: \_\_\_\_\_Contract Title: ORSH LeaseContractor/Consultant Business Name: Lake Washington School DistrictContract Description: Lease of space at the ORSH for recreation programsProject ID #: \_\_\_\_\_ Budget/Account #: 110.51100.00450.57121Council Approval Date: 12/01/20 Council Agenda Memo #: AM No 20-161 RFP/IFB/RFP #: \_\_\_\_\_ NIGP #: 97100☐ New Contract

Total Amount: \_\_\_\_\_

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

Renewal Option (Y/N): \_\_\_\_\_ If yes, how many? \_\_\_\_\_

☒ Amendment/Renewal/Change Order #: 1-2020 Original CC #: 8654New Start Date: 01/01/2021 New End Date: 01/01/2025Current Contract Amount (including all previous amendments/change orders): 162,500Amount of this Amendment/Change Order (proposed increase/decrease): No ChangeNew/Cumulative Contract Amount: 162,500

## Section 3 – Route Contract for Signatures and Approvals

☒ Department Director:  Date: 12/8/2020 Comments: \_\_\_\_\_

☐ TIS Director: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

☒ City Attorney:  Date: 12/8/2020 Comments: \_\_\_\_\_

☒ Risk Manager:  Date: 12/14/2020 Comments: \_\_\_\_\_

☒ Mayor or Designee:  Date: 12/14/2020 Comments: \_\_\_\_\_

☒ City Clerk's Office: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

☒ Purchasing: no signature required – for copy only

LEASE AGREEMENT  
PORTION OF OLD REDMOND SCHOOL HOUSE

THIS LEASE AGREEMENT ("Lease") is made by and between LAKE WASHINGTON SCHOOL DISTRICT NO. 414, a municipal corporation (hereinafter "Landlord"), and the CITY OF REDMOND, a municipal corporation (hereinafter "Tenant").

W I T N E S S E T H

FOR AND IN CONSIDERATION of the rents herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain area (the "Premises") described in the floor plan(s) attached hereto as *Exhibit A*, being a part of the Old Redmond School House (the "Building") located at 16600 NE 80<sup>th</sup> Street, Redmond, Washington 98052. The Premises contain approximately 9,785 square feet. The Building contains approximately 45,400 square feet. Landlord reserves the right to make changes in the Building as Landlord deems necessary and to establish reasonable rules and regulations for the use the Building.

2. USE

The Premises are to be used solely for the City of Redmond's Community Programs and its visitors and community public uses, and for no other purpose without the written consent of Landlord. For the purposes of this Lease, "public uses" includes use by private groups and organizations participating in recreational, cultural, educational, and complimentary business activities sponsored or otherwise permitted by the Tenant.

3. TERM

This term of this lease shall commence on January 1, 2021. The term shall continue for five (5) consecutive years and shall terminate at midnight on date of signature unless the term is extended by mutual agreement of the parties or is sooner terminated as provided herein.

4. RENT

4.1 Tenant covenants and agrees to pay Landlord, as rental for the Premises, a first year rental of \$25,000.00, second year rental of \$28,750.00, third-year rental of \$32,500.00, fourth year rental of \$36,250.00, and fifth year rental of \$40,000.00 dollars. The annual rental will also be adjusted each year based on the CPI for the Greater Seattle Area. The Tenant will pay the

first year's rent within twenty (20) days of the effective date of this Lease and subsequent annual payments on the anniversary date of this Lease.

Annual rent is intended to cover the costs of utilities and custodial services for Tenant's portion of the use of the building. After two years the parties will review actual costs and meet to discuss in good faith in order to come to a mutual agreement regarding appropriate future adjustments, if any, in the annual rental amount.

4.2 In addition to the rental specified in Section 4.1 above, Tenant shall pay to Landlord monthly, in advance, on the first day of each calendar month, the leasehold excise tax assessed pursuant to RCW 82.29A against Tenant in respect of the monthly rent paid pursuant to paragraph 4.1 above unless the leasehold interest created under this lease is exempt from the tax. Said leasehold tax is currently equal to twelve point eighty-four percent (12.84%) of the taxable rent paid to the Landlord. Tenant shall in addition pay to Landlord when due the leasehold excise tax in respect of any payment or obligation hereunder which is deemed to be taxable rent.

## 5. UTILITIES AND SERVICE

5.1 During the term of this Lease, Landlord agrees to cause to be furnished to the Premises during customary business hours and during generally recognized business days the following utilities and services. Expenses for heat, electricity and utilities incurred by Landlord due to Tenant's use will be paid by Landlord. Landlord reserves the right to levy an Energy Surcharge as needed to recover excessive energy costs as described in paragraph 5.1.

- a. Electricity, water, gas and sewer service;
- b. Heat to such extent and to such levels as, in Landlord's judgment, is reasonably required for the comfortable use and occupancy of the Premises while the Premises also are occupied by Landlord's educational programs; and
- c. Janitorial service to and appropriate maintenance and repair of the Premises.

5.2 Tenant shall, at its own cost, provide the following with respect to the Premises only:

Telephone connection, but not including telephone stations and equipment (it being expressly understood and agreed that Tenant shall be responsible for the ordering and installation of telephone lines and equipment which pertain to the Premises).

5.3 Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs and all other materials and services not expressly required to be provided and paid by Landlord pursuant to the provisions of paragraph 5.1 above.

5.4 Tenant shall provide for weekend garbage removal and cleaning.

5.5 Tenant shall provide for appropriate repair and maintenance for equipment used within the Premises (e.g. kiln, basketball nets, court, etc.)

5.6 Tenant shall not, without the written consent of Landlord, use any apparatus or device on the Premises (including, but without limitation thereto, electronic data processing machines, computers or machines using current in excess of 110 volts) which will in any way increase the amount of electricity or water usually supplied at the Premises. Tenant shall not connect with electrical current, except through existing electrical outlets in the Premises. If Tenant requires water or electric current in excess of that usually supplied at the Premises, Tenant shall first procure the written consent of Landlord for the use thereof. Landlord may cause a water meter or electric current meter to be installed in the Premises. The cost of such meters and of installation, maintenance and repair thereof shall be paid by Tenant. Tenant further agrees to pay Landlord promptly upon demand for all such excess water and electric current consumed by Tenant at the rates charged for such services by Puget Power or the local public utility, plus any additional expense incurred by Landlord in keeping account of the water and electric current so consumed.

5.6 Landlord shall not be liable for and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of Landlord's failure to provide or furnish any of the foregoing utilities or services if such failure was reasonably beyond the control of Landlord.

## 6. ACCEPTANCE AND CARE OF PREMISES

6.1 Tenant has inspected the Premises and accepts the Premises "AS IS" in its present condition. During the term of this Lease and any extension thereof, Tenant, at Tenant's sole cost, shall keep the Premises in a neat, clean, and sanitary condition and shall make all necessary repairs related to maintaining equipment used within the Premises.

Tenant shall maintain the Premises including, in good and proper repair, and in accordance with all applicable statutes, city ordinances and directions or regulations of the proper public authorities. Tenant shall not be required to make any repairs in respect to structural defects in the walls, foundation or roof of the Premises.

6.2 In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to commence such work within ten (10) days of notice and to diligently prosecute it to completion, then Landlord shall have the right, at its option and in addition to all other remedies, to do such acts and expend such funds to maintain the Premises.

6.3 Tenant acknowledges and agrees that Landlord shall have no obligation whatsoever to make any alterations, additions, renovations or improvements to the Premises or to

determine if any alterations are necessary in order for Tenant to conduct its business as set forth in Section 2 above. In the event that any federal, state or city department or agency determines that certain alterations, additions, renovations or improvements are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 2 above, Landlord shall have no obligation to make such changes. If Tenant is unable to make such changes, then this Lease shall be terminated and both parties relieved of all rights and obligations hereunder, save for the parties' respective duties under paragraphs 12.1, 14, 15, and 24.

7. WAIVER OF SUBROGATION

Landlord and Tenant do each herewith and hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for, any loss or damage to the real or personal property of either located anywhere in the Premises or the Building, arising out of or incident to the occurrence of any of the perils which are covered by any insurance policy obtained by Tenant or Landlord. Each party shall obtain any special endorsements, if required by its insurer, to evidence this waiver of the insurer's right to subrogation against the indemnities.

8. LIABILITY INSURANCE

All personal property on the leased Premises shall be at the risk of Tenant. Except for the negligence of Landlord or Landlord's agent, Landlord shall not be liable for any damage, either to persons or property, sustained by Tenant or others, caused by any defects now on said Premises or hereafter occurring therein, or from any act or neglect of employees, or any other persons or Landlord's agents due to the happening of any accident from whatever cause in and about said Premises.

Tenant covenants that it shall, during the entire Lease term, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, sidewalks on the leased Premises and the use and business operated by Tenant. Policy limits shall not be less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per accident, and Five Hundred Thousand (\$500,000) for property damage liability. The policy shall name the Landlord and any persons designated by Landlord as an additional insured and shall contain a clause that the insurer will not cancel or change insurance without giving Landlord thirty (30) days' prior written notice. The insurance shall be placed with a reputable insurance company and shall have an A.M. Best's rating of A-10 or better. A Certificate of Insurance shall be promptly delivered to the Landlord upon acquisition of such insurance. Tenant may elect to be self-insured.

Tenant covenants that it will not keep, have or sell in or upon the leased Premises any article which may be prohibited by any standard form or fire insurance policy. This includes any hazardous materials. Tenant agrees to pay an increase in premiums for fire and extended coverage insurance that may be charged on the Building during the term of this Lease resulting from the nature of Tenant's occupancy or from the type of merchandise stocked, manufactured, maintained or sold by the Tenant in the leased Premises, whether or not Landlord has consented to the same. Tenant may elect to be self-insured.

## 9. ALTERATIONS OR IMPROVEMENTS

Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises without first obtaining the written consent of Landlord. All alterations, additions, renovations and improvements which shall be made shall be at the sole cost and expense of Tenant and shall become a part of the real property and belong to Landlord and shall remain in and be surrendered with the Premises by Tenant at the sole discretion of Landlord. Tenant further agrees to indemnify and hold Landlord and the Premises free and harmless from, and against, any and all damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work. Landlord reserves the right to review and approve Tenants' plans, specifications and contractor and, further, Landlord reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that Tenant appropriately bond the same, as Landlord may deem reasonably appropriate. Landlord further reserves the right to make any alterations, additions or improvements to the Premises which, in Landlord's sole discretion, are necessary or appropriate for the Premises.

## 10. DAMAGE OR DESTRUCTION

In the event the Premises or the Building are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with Landlord to repair or rebuild the same, and in the meantime the rental shall be abated in the same proportion as the untenable portion of the Premises bears to the tenantable portion thereof. Unless Landlord within sixty (60) days after the happening of any such damage or casualty shall notify Tenant of its election to restore said Premises or Building, this Lease shall thereupon terminate. If Landlord does not terminate this Lease, it shall remain in full force and effect. Landlord shall not be required to repair or restore any damage or injury nor replace any equipment, inventory, fixtures or other personal property of Tenant or others located on the Premises. Any proceeds payable to Landlord from insurance policies carried by Landlord and covering the Premises or the Building shall be the sole and exclusive property of Landlord.

## 11. CONDEMNATION

If any part of the Premises or the Building shall be taken or condemned, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rental payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of such rent as the number of square feet in the part remaining after the condemnation bears to the number of square feet of the entire Premises at the date of condemnation; but in such event Landlord shall have the option to terminate this Lease by written notice to Tenant within thirty (30) days of the date when title to the part so condemned vests in the condemnor. If part or all of the Premises or the Building be taken or condemned, all compensation awarded upon such condemnation or taking shall go to Landlord and Tenant shall have no claim thereto, and Tenant hereby irrevocably assigns and transfers to Landlord any right to compensation or damages to which Landlord may be entitled during the term hereof by reason of the condemnation of all or a part of the Premises.



## 12. ACCIDENTS AND INDEMNIFICATION

12.1 Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all suits, actions, damages, claims, liability and expense, including attorneys' fees, in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires, except for the comparative negligence of Landlord or Landlord's agent.

12.2 Landlord shall defend, indemnify and hold harmless Tenant harmless from and against any and all suits, actions, damages, claims, liability and expense, including attorneys' fees, in connection with loss of life, bodily or personal injury, or property damage arising from or out of any breach or violation of this Lease by Landlord, or any negligent act or omission of Landlord, except for the comparative negligence of Tenant or Tenant's agent.

12.3 Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's personal property or to Tenant's business that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining space.

The provisions of this Section 12 shall survive the expiration or termination of this Lease.

## 13. COMPLIANCE WITH LAWS

Tenant shall comply fully with all federal and state statutes and city ordinances now or hereafter in force in respect to the Premises and Tenant's activities therein. Tenant warrants and represents to Landlord that Tenant shall use the Premises only for lawful purposes.

## 14. SIGNS OR ADVERTISING

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining Landlord's written consent thereto. Any consent so obtained from Landlord shall be with the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises or the Building caused thereby.

## 15. WASTE AND UNLAWFUL USE

Tenant will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the Building by making or suffering any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Premises

anything which is illegal or unlawful, or which will be dangerous to life or limb, or which will increase any insurance rate upon the Premises or the Building.

16. COSTS AND ATTORNEYS' FEES

If, by reason of any default or breach hereunder by Landlord or by Tenant, it becomes necessary to institute a lawsuit, the prevailing party in such action shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in such lawsuit, together with taxable costs.

17. NONWAIVER OF BREACH

The failure of Landlord to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such or of any other covenant or agreement, but the same shall be and remain in full force and effect.

18. REMOVAL OF PROPERTY

In the event of any entry in, or taking possession of, the Premises upon the termination of this Lease, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, with the balance, if any, to be paid to Tenant.

19. HOLDOVER

If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Tenant agrees to pay to Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as applicable.

20. COOPERATION PROVISION

Both parties agree to cooperate to carry out the terms of this Lease. Each of the parties agree to execute, acknowledge, and deliver upon request of either party any document which requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party that is otherwise imposed hereunder.

## 21. ASSIGNMENT AND SUBLETTING

21.1 Tenant shall not transfer, assign, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law.

21.2 Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

## 22. NOTICES

All notices, statements, demands, requests, consents, approvals, authorization, agreements, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Tenant: Written notice directly to the Mayor of the City of Redmond;

To Landlord: Addressed to Landlord in care of Barbara Posthumus, Associate Superintendent, Business and Support Services, Lake Washington School District No. 414, PO Box 97039, Redmond, WA, 98073;

And to: David A. Alskog, PRK Livengood, PLLC, 1850 Skyline Tower, 10900 NE 4th Street, Bellevue, WA, 98004.

## 23. LIENS AND ENCUMBRANCES

Tenant shall keep the Premises free and clear of any liens and encumbrances arising out of the use and occupancy of the Premises by Tenant. At Landlord's request Tenant shall furnish Landlord with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Premises.

## 24. BREACH BY TENANT

In the event that the Tenant defaults in the performance of any of the terms, provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the Landlord, or such shorter period as may be reasonable under the circumstances; or if the Tenant shall abandon, desert, vacate or remove from the Premises; then, in such event, the Landlord, at its option at any time thereafter, may terminate this Lease together with all of the estate, right and title thereby granted to or vested in the Tenant by giving twenty (20) days' notice in writing of such election, by certified mail addressed to the Tenant at the address specified in this Lease, and at the expiration of such twenty (20) day period, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Tenant shall then cease and terminate, and the Landlord may re-enter said Premises using such force as may be required. Notwithstanding such re-entry by the Landlord and anything to the contrary in this agreement, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. The Landlord shall have the right to determine the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Tenant.

In the event of a default by Tenant, Landlord, in addition to other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time, without terminating this Lease, relet the Premises or other part thereof, for any such term or terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. Tenant shall pay to Landlord, as soon as ascertained, the costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs. Rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness, other than rental, due hereunder from Tenant to Landlord; second, to the payment of the cost of any alterations and repairs to the Premises necessary to return the Premises to good condition, normal wear and tear excepted, for uses permitted by this Lease and the cost of storing any of Tenant's property left on the Premises at the time of reletting; third, to the payment of rental due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder and the balance, if any, at the end of the term of this Lease shall be paid to Tenant. Should such rental received from time to time from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

## 25. TERMINATION

Landlord may terminate this Lease for default as provided above. In addition, Landlord may also, upon twelve (12) months' written notice, terminate this Lease if it needs the subject Premises for student or staff capacity needs; provided, that as a condition preceding to acquiring the interest of Tenant in terminating the Lease herein, Landlord shall be required to pay the undepreciated value of the improvements made to the subject Premises by Tenant. Rules of eminent domain will apply for determining the depreciative value of the improvements and the amounts to be paid pursuant to this provision, if and when exercised by Landlord.

After two (2) years from the Commencement Date hereof, Tenant may terminate this Lease at any time, with or without cause, upon giving six (6) months' written notice. On termination of the Lease, Tenant shall restore the property into an equal or better condition than it was at the time of the Effective Date of the Lease. Termination shall not relieve either party from any indemnity or other obligation related to events occurring either prior to or during the Effective Date of this Lease or during this Lease.

26. MISCELLANEOUS

26.1 The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

26.2 Time is of the essence hereof.

26.3 If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.

26.4 This Lease shall be interpreted under the laws of the State of Washington.

26.5 The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

26.6 Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Premises or any other portion of the Building. Specifically, but not in limitation of the foregoing, no representation has been made or relied on with respect to the suitability of the Premises or any other portion of the Building for the conduct of Tenant's business.

26.7 Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

26.8 Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.

26.9 This Lease and the exhibits, riders and/or addenda, if any, attached hereto, constitute the entire agreement between the parties. All exhibits, riders or addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon approval of this Lease by the Lake Washington School District Board, or its designee, and execution and delivery of this Lease by Landlord to Tenant. If any provision contained in a rider or addenda is


inconsistent with a provision in the body of this Lease, the provision contained in said rider or addenda shall control. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph.

Landlord:

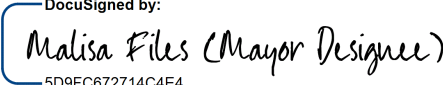
Tenant:

LAKE WASHINGTON SCHOOL  
DISTRICT NO. 414

CITY OF REDMOND

By   
25C2280CD8BA474  
Barbara Posthumus, Associate  
Superintendent

Date 12/8/2020

By   
5D9FC672714C4E4...  
Angela Birney, Mayor

Date 12/14/2020

STATE OF WASHINGTON )

County of King ) : ss.

I certify that I know or have satisfactory evidence that Barbara Posthumus signed this Lease, on oath stated that she was authorized to execute the Lease and acknowledged it as the Director of Business Services of Lake Washington School District No. 414 to be the free and voluntary act of such party for the uses and purposes mentioned in the Lease.

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_ 2020.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )

County of King ) : ss.

I certify that I know or have satisfactory evidence that Angela Birney signed this Lease, on oath stated that he was authorized to execute the Lease and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the Lease.

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



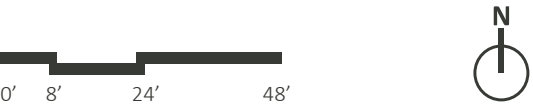
BASEMENT AREA	1,642 SF
FIRST FLOOR AREA	29,564 SF
SECOND FLOOR AREA	14,194 SF
TOTAL BUILDING AREA	45,400 SF

LWSD PRESCHOOL AREA	12,494 SF
CITY OF REDMOND LEASABLE AREA	9,785 SF
LWSD COMMON AREA	7,285 SF
TOTAL FIRST FLOOR AREA	29,564 SF

LEGEND

- City of Redmond Leasable Area
- Lake Washington School District Area



FIRST FLOOR AREA DIAGRAM

OLD REDMOND SCHOOLHOUSE  
LAKE WASHINGTON SCHOOL DISTRICT  
6 MARCH 2018





## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-051  
**Type:** Consent Item

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

Executive	Malisa Files	425-556-2166
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**DEPARTMENT STAFF:**

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

**TITLE:**

Confirmation of Appointment of New Library Board of Trustees Member

**OVERVIEW STATEMENT:**

There is currently one opening on the Library Board of Trustees, due to the resignation of Kara Simon.

The press release advertising this opening was posted on November 30, 2023, and can be viewed at: [News Release: City Accepting Applications for the Library Board of Trustees \(govdelivery.com\)](https://content.govdelivery.com/bulletins/gd/WAREDMOND-37d7018?wgt_ref=WAREDMOND_WIDGET_2) [https://content.govdelivery.com/bulletins/gd/WAREDMOND-37d7018?wgt\\_ref=WAREDMOND\\_WIDGET\\_2](https://content.govdelivery.com/bulletins/gd/WAREDMOND-37d7018?wgt_ref=WAREDMOND_WIDGET_2). Seven applications were received and reviewed. The Library Board Chairperson, Joanna Kim, Vice Chairperson, Marilee Leon, and Parks Manager, Erica Chua, interviewed candidates on March 18, 2024, and selected Naveen Yajaman to move forward. Mr. Yajaman was interviewed by Mayor Birney on March 21, 2024, and by Council on April 9, 2024.

Naveen Yajaman has been nominated for appointment, subject to Council confirmation. The term would expire on March 31, 2025.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council confirmation is required for Commission Member mayoral appointments.

RMC: 4.35.010(A)

- **Council Request:**  
N/A
- **Other Key Facts:**  
Naveen Yajaman has successfully passed the required background check for this position.

**OUTCOMES:**

If confirmed, the new Library Board of Trustees member will serve until the term expiration below:

**Library Board of Trustees**

Naveen Yajaman      Partial Term to Expire: March 31, 2025

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
This opening was advertised, and all completed applications were reviewed.
- **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
4/9/2024	Special Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

This position is currently open. Without filling this seat, the Library Board of Trustees could have quorum issues for upcoming meetings.

**ANTICIPATED RESULT IF NOT APPROVED:**

If Council decides not to confirm appointment, recruitment efforts would need to continue.

**ATTACHMENTS:**

None.



## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-052  
**Type:** Consent Item

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

Public Works	Aaron Bert	425-553-5814
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**DEPARTMENT STAFF:**

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Environmental Programs Manager

**TITLE:**

Adoption of the Construction and Demolition Debris Recycling and Reuse Ordinance

- a. Ordinance No. 3162: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Title 15, Buildings and Construction, Adding New Chapter 15.30 Construction and Demolition Debris Recycling and Reuse; Providing for Severability and Establishing an Effective Date

**OVERVIEW STATEMENT:**

This ordinance creates a process and mechanism to divert construction debris from the waste stream generated within the City of Redmond.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan: Action M4.2  
Utilities Strategic Plan: Strategy 7
- **Required:**  
Council approval is required for the adoption of an ordinance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The ESAP goal of increasing the City's diversion rate of recyclable materials from the waste stream will require a significant increase in the amount of tonnage diverted from landfill disposal from the City of Redmond. Construction and Demolition debris from development and construction projects in the city provides a great opportunity to increase diversion. Encouraging construction and demolition debris towards reuse rather than landfilling will also reduce the greenhouse gas emissions associated with new building materials.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

Much of the consultant contract for this project is devoted to outreach to stakeholders and community members as the program is implemented. Stakeholder engagement and interviews were completed prior to drafting the ordinance language. Future work will involve outreach and education to the development and demolition contractors in the 1 year lead up to the effective date of the ordinance.

- **Outreach Methods and Results:**

Executive interviews of stakeholders and subject matter experts have been completed, and we have conducted internal stakeholder engagement with the Planning Department, Sustainability staff, and Public Works staff. The engagement work and findings are outlined in the attached memo.

- **Feedback Summary:**

Interviews have been completed with industry stakeholders including C&D processors, waste haulers, environmental advocacy groups and the development community. We have received constructive feedback from each sector that will help in shaping a Redmond specific C&D program.

**BUDGET IMPACT:**

**Total Cost:**

200,000

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

000220 from the 2021-2022 biennium

**Budget Priority:**

Healthy and Sustainable

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

If adopted, the city will implement tonnage tracking software that will have a minimal annual cost to operate. In addition, there will be staffing costs incurred for ongoing program implementation.

**Funding source(s):**

Solid Waste Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/5/2021	Business Meeting	Approve Consultant Contract
7/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
4/2/2024	Committee of the Whole - Planning and Public Works	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Draft Ordinance  
Attachment B: Council Briefing Summary  
Attachment C: Presentation  
Attachment D: 2022 Council Presentation Summary  
Attachment E: Council Memo 21-148  
Attachment F: Committee Memo 22-447

CODE

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

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON AMENDING REDMOND MUNICIPAL CODE  
TITLE 15, BUILDINGS AND CONSTRUCTION, ADDING  
NEW CHAPTER 15.30 CONSTRUCTION AND DEMOLITION  
DEBRIS RECYCLING AND REUSE; PROVIDING FOR  
SEVERABILITY AND ESTABLISHING AN EFFECTIVE  
DATE

---

WHEREAS, the City's Climate Action Implementation Plan adopted in 2014 recommends the creation of a construction and demolition waste recycling program as a strategy to reduce greenhouse gas emissions; and

WHEREAS, the 2020 Environmental Sustainability Action Plan (ESAP) provides a strategic roadmap for achieving a climate friendly and environmentally sustainable community. This plan directs the City to prepare, adopt, and implement source reduction and recycling programs to reach its landfill diversion goals, and requires the City to substantially reduce its waste materials going to landfill, specifically by achieving a diversion rate of 80%; and

WHEREAS, the City's 2020 Climate Emergency Declaration establishes a goal of carbon neutrality for City operations by 2030 and makes other key climate and sustainability commitments; and

WHEREAS, recycling construction and demolition materials will substantially advance progress towards the Environmental Sustainability Action Plan and Climate Emergency Declaration goals; and

WHEREAS, the King County Cities Climate Collaboration (K4C), of which Redmond is a founding member, urges cities to adopt Construction and Demolition ordinances in alignment with collective K4C goals; and

WHEREAS, King County, pursuant to State legislation and King County Codes (KCCs), may require generators of solid waste generated within its jurisdiction (including construction and demolition waste) to make use of disposal, transfer, or resource recovery sites or facilities designated by the County; and

WHEREAS, the County is authorized to enter into Designated Facility agreements with the owners and operators of Construction and Demolition processing facilities that meet criteria established by the King County Solid Waste Division to receive, recycle and dispose of Construction and Demolition waste; and

WHEREAS, King County has banned from disposal at Cedar Hills, specific materials commonly generated during construction, demolition, and salvage activities; and

WHEREAS, demolition projects in King County above 6,000 square feet must submit a diversion plan for prohibited materials.



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 to Redmond Municipal Code (RMC),  
Title 15, Buildings and Construction.      To include new Chapter  
15.30, Construction and Demolition Debris Recycling and Reuse, to  
read as follows:

**15.30.010 Definitions**

**15.30.020 Purpose and Intent**

**15.30.030 Applicability for covered projects**

**15.30.040 Requirements**

**15.30.050 Exemption**

**15.30.060 Penalties for violation**

**15.30.070 Enforcement**

**15.30.010 Definitions.**

The following definitions shall apply:

- "Banned Materials" Materials banned from disposal in  
landfills by King County construction and demolition  
receiving facilities, as identified by King County.
- "Certified Deconstruction Contractor" A licensed  
contractor having at least one current employee who has

successfully completed a deconstruction certification program recognized by King County.

- "Certified salvage verifier" An independent person, company or agency approved by the King County Solid Waste Division, or designee, deemed capable to prepare a deconstruction and salvage assessment.
- "City-Sponsored" project means a project constructed or administered by the city (including demolition and deconstruction projects).
- "Construction and Demolition Material (C&D material)" refers to building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations, which are not dangerous as defined in RCW 70A.300.010. C&D materials include, but are not limited to: asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The material may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

- "Construction and Demolition (C&D) Material Recovery Facility (MRF)" means a facility that receives only C&D material, in which the residual (disposed) amount of waste in the material is less than ten percent of the average weight of material separated for reuse received by the facility over a one-month period.
- "Covered Project" refers to residential, commercial, and city-sponsored deconstruction, demolition, renovation, and construction projects and shall be further defined by the thresholds set forth in Section 15.30.030: Applicability for covered projects.
- "Deconstruction" the systematic disassembly of a building, and the subsequent return to commerce and reuse of a substantial percentage of salvaged materials, with a secondary purpose of recycling the remaining materials. Heavy machinery may be used in the deconstruction process.
- "Deconstruction and salvage assessment" A document summarizing the building components of an existing building that, if removed, have potential to be reused. This assessment shall be signed by the owner or authorized agent and serve as an affidavit stating that

the project shall be executed in compliance with the requirements of this code.

- "Demolition" The process of razing, relocating, or removing an existing building or structure, or a portion thereof.
- "Designated Facility" or "King County Designated Facility" A designated facility is either a Construction and Demolition Debris Material Recovery Facility (MRF) or a privately owned transfer station that has a signed agreement with King County that permits it to accept mixed C&D debris and waste C&D debris from jobsites located within the county's jurisdiction.
- "Director" Unless otherwise specified, shall be the Director of Public Works or his/her designated representative.
- "Disposal" means the discharge, deposit, injection, dumping, leaking, or placing of any solid waste into or on any land or water.
- "Diversion/Divert" means to use material for any reuse or recycling purpose other than disposal in a landfill or for use as fuel.
- "Project" means any activity that requires a building or demolition permit or any similar permit from the city.

- "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying solid waste.
- "Reuse". The return of a commodity into the economic stream for use.
- "Salvage" The recovery of C&D building materials and components from a building or building site in order to increase the reuse or repurpose potential of these materials and decrease the amount of material being sent to the landfill. Salvaged material may be sold, donated, or reused on site.
- "Solid waste" or "wastes" means all putrescible and non-putrescible solid and semisolid wastes, except wastes identified in WAC 173-350- 394 020, including, but not limited to, garbage, rubbish, ashes, industrial wastes, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, discarded commodities and recyclable materials.

- "Source Separated Materials" means materials that are sorted at the site of generation by individual material types, including commingled recyclable materials, for the purpose of recycling.
- "Volume-to-Weight Conversion Rate" means the rate set forth in the standardized conversion rate table approved by the city, pursuant to this chapter, for use in converting the volume of materials identified in the waste management plan to weight.
- "Waste diversion plan" means a plan prepared in a format approved by the city and submitted to the city by the generator, including but not limited to the property owner or demolition contractor, for an eligible demolition project
- "Waste Diversion Report" means a report to the city of the material from the project meeting the requirements of Section 15.30.040 C. Reporting.
- "Waste Hauler" means a company that possesses a valid permit from an authorizing governmental body to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal under the City of Redmond's name.

- "Waste Management Plan (WMP)" means a completed waste management plan form, approved by the city and county for the purpose of compliance with this chapter, submitted by the applicant for any covered or non-covered project.

#### **15.30.020 Purpose and Intent**

A. Prevent disposal of valuable reusable materials through the following methods.

1. Ensure construction and demolition projects are sending materials of value to King County designated C&D material recovery facilities;

2. Require salvage assessments are conducted before every demolition project to highlight the value and market for the material being created by the demolition, and encourage deconstruction as an alternative to demolition;

3. Require tonnage and destination of generated C&D materials to be reported to the city from all covered projects.

#### **15.30.030: Applicability for covered projects.**

A. Applicability

1. These regulations shall apply to all residential, commercial, and city-sponsored deconstruction, demolition, renovation, and construction projects 200 square

feet or greater in area. Projects that do not qualify as a "work exempt from permit" as determined by the city are not exempt from these regulations. All city-sponsored projects shall be considered covered projects, unless specifically exempted, regardless of whether a building or demolition permit is required.

2. All covered demolition and deconstruction projects must obtain a salvage and deconstruction assessment from a King County certified salvage verifier.

B. Transparent Communication:

The requirements of this section shall be clearly communicated on all city-issued permit applications for deconstruction, demolition, renovation, and construction permits. All such applications shall include a required signature box allowing applicants to confirm they have reviewed the requirements.

**15.30.040 Requirements.**

A. Diversion

All banned materials shall be diverted from disposal per King County Code 10.30.020.

Mixed construction and demolition waste shall be sent to a material recovery facility (MRF) designated under King County Code 10.30.020.



## B. Reporting

### Documents to be Submitted to the City of Redmond

1. At application for a demolition permit, the owner or authorized agent shall submit one or more of the following documents:

a. Deconstruction and salvage assessment.

Exception: Projects that include only new construction.

b. A statement of compliance with either the regulations of the Puget Sound Clean Air Agency regarding asbestos identification, notification, and abatement; or the Washington Department of Labor and Industries asbestos project notice of intent.

2. Prior to Certificate of Occupancy or permit final, the owner or authorized agent shall submit a completed waste diversion report to the City of Redmond along with the following documentation:

3. Receipts for materials taken to be recycled or landfilled. Receipts shall be provided for C&D material recycled or disposed at each designated facility that received material for processing or transfer, and shall include the following information:

a. The weight of each load,

b. Whether the material was disposed in a landfill or diverted for reuse, recycling, or beneficial use,

c. Permit number or site address, and

d. The date materials were accepted by the receiving facility.

4. Receipts for materials that were salvaged. Receipts shall be submitted for construction and demolition material that was salvaged for reuse:

a. The weights or quantity of each material,

b. Permit number or site address

c. The receiving location, and

d. The date materials were accepted at the receiving location.

Exception: When a receipt cannot be obtained, a signed statement from the receiving location and photo documentation shall be provided. If the receipt provides information for multiple projects, the permit number or address and the amount of material for each project must be clearly identified.

5. Any additional information needed to support claims of compliance.

6. When the required documentation is not able to be provided, a notarized affidavit of compliance may be allowed as proof of diversion.

7. Where shared construction and demolition collection containers are used by 2 or more permitted projects, a final waste diversion report may be substituted for periodic waste diversion reports on a submittal schedule determined by the Director.

8. Tonnages shall be submitted using City-approved forms, which may include online submittal.

#### C. Salvage Assessment

All covered demolition projects must obtain a salvage and deconstruction assessment from a King County certified salvage verifier.

#### D. Weighing of Wastes

Permit applicants shall ensure that all C&D material, both diverted and landfilled, is measured, and recorded using best management practices. To the extent practical, all C&D material shall be weighed on scales. Such scales shall comply with all State and County regulatory requirements for accuracy and maintenance. To measure C&D materials for which weighing is not practical due to their small size or other considerations, a volumetric measurement shall be used. For the conversion of volumetric measurements to weight, the applicant shall use standardized volume-to-weight conversion rates, per material type, as set forth in the standardized

conversion rate table approved by the City pursuant to this Chapter.

E. City-Sponsored Projects:

All City-sponsored deconstruction, demolition, renovation, or construction projects shall require City contractors to submit a Waste Diversion Plan identifying where materials will be taken for salvage, reuse, recycling, or disposal. A report shall be submitted listing the final, measured weight, by destination, of all such materials transported, and shall use City-approved forms, which may include online submittal.

**15.30.050 Exemption.**

A. Application

If an applicant believes it is infeasible to comply with the requirements of this Chapter due to the circumstances delineated in this Section, the applicant may apply for an exemption. Exemptions may be granted based on the unsuitability of materials for recycling (such as burned materials, disaster-generated materials, etc.), necessity to remove material promptly due to threat to human health or the environment, or other extenuating circumstances.

B. Granting of Exemption

If the city determines that it is infeasible for the applicant to meet the reporting or deconstruction and salvage assessment requirement due to the above considerations, the applicant shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the Waste Diversion Report they submit.

#### C. Denial of Exemption

Upon a denial by the city, the applicant shall have ten business days from the time of denial to file an appeal, and thirty days from the time of denial to resubmit an approach to achieving full compliance. If the applicant fails to resubmit, or if the resubmittal is inadequate to achieve full compliance, the city shall deny any requested permits or permission to proceed with the project.

#### **15.30.060 Enforcement and penalties.**

Any person who violates a provision of this code or fails to comply with any of the requirements thereof, at the discretion of the Building Official, shall be subject to the enforcement and penalties provided in RMC Chapter 1.14.

Section 3. Preparation of Final Documents. The Administration is directed to prepare the Redmond Municipal Code and Planning Department Fee documents, including updates to chapter numbers, correction of any typographical errors, minor

stylistic or editorial revisions, general formatting, and include appropriate graphic 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 May 1, 2025, provided five days have passed since the date of publication of a summary in the city's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this 16th day of April,  
2024.

CITY OF REDMOND

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ANGELA BIRNEY, MAYOR

ATTEST:

---

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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DANIEL P KENNY, CITY ATTORNEY

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

## M E M O R A N D U M

---

DATE: 3/27/2024

TO: City Council

FROM: Micah Bonkowski

**SUBJECT: Construction and Demolition Debris  
Recycling and Reuse Ordinance Development  
Summary**

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### **Background**

The adopted 2020 Environmental Sustainability Action Plan has set a goal of achieving a rate of 70% diversion of waste from the landfill by 2030. City of Redmond Solid Waste and Recycling staff conducted research and found that among California cities that report 70% or higher diversion rates, a large driver was the tracking and reporting of Construction and Demolition (C&D) waste as part of their diversion total. Of the policy options reviewed, C&D tracking returns the largest diversion benefit for the lowest amount of regulation compared to other policy options such as mandatory recycling, fines for recycling in garbage, mandatory organics collection, every-other-week garbage collection, and others. Among cities that track C&D, approximately 40% of their total waste comes from C&D tons. By building off existing King County rules and regulations about Construction and Demolition Debris in the landfills through a program that was to quantify the volume of C&D generated and diverted from the landfill, the City's overall diversion rate would meet or exceed those of California cities by simply focusing on C&D diversion while continuing our existing waste diversion and recycling programs.

Since January 1, 2016, King County has banned five major clean construction materials along with Construction & Demolition Debris (C&D) waste from King County Landfills. King County requires that C&D must go to designated C&D facilities.

The proposed City of Redmond ordinance would build off the King County Code and includes the following key elements:

1. Require projects generating C&D material to report their C&D tonnage to the City.
2. Encourage salvage and reuse of materials, and deconstruction of certain types of buildings.
3. Create a process for setting City-wide C&D diversion targets for covered projects for future code updates.

### **Benefits of an Ordinance**



- Create a streamlined process for reporting C&D tonnage by developers and homeowners.
- Developers may use C&D diversion totals to meet LEED or other green building incentives.
- Capture of recycled C&D data from projects within Redmond is a key metric in meeting County and City diversion goals.

## **Impact to Homeowners**

Demo Permit: Homeowners would have one more document added to the four documents currently required for a demo permit. Size thresholds to qualify a project are not changing. The permit would not be closed out until the C&D tonnage report and salvage assessment confirmation is received by the City. A salvage assessment is free, a certified salvage assessor completes an inspection to determine if there are materials of value before demo begins and makes a recommendation of the salvage potential along with potential cost savings. Homeowners are not required to do salvage in either case.

Building Permit: For projects meeting the size threshold, the homeowner would be required to submit C&D tonnage report to the City before the permit is closed out.

## **Impact to Developers**

Demo Permit: Developers would have one more document added to the demo permit, requiring them to submit a final C&D tonnage report and confirmation of salvage assessment to the City. The demo permit would not be closed out until the report is submitted. In King County, projects are already required to take C&D to a designated C&D facility, so all projects should already be tracking tonnage. A salvage assessment is free, a certified salvage assessor completes an inspection to determine if there are materials of value before demo and makes a recommendation of the salvage potential along with potential cost savings. Developers are not required to do salvage in either case.

Building Permit: Developers would be required to submit C&D tonnage reports to the City before the permit is closed out.

## **Impact to City Staff**

Public Works staff will provide review of tonnage reporting, and salvage assessments to support the Planning Department.

## **Summary of Work Completed**

- 11 interviews have been completed with industry stakeholders including C&D processors, waste haulers, environmental advocacy groups and the development community. We have received constructive feedback from each sector that helped shape the ordinance language.
- Internal team meetings with City staff to clarify ordinance process and language.
- Collaboration with King County Solid Waste staff to ensure alignment with existing KC code language, and recommended Regional Code Collaboration language.
- Council updates
- Ordinance language drafted

Interviews and tailored questionnaires were used to solicit input from developers, builders, environmental organizations, C&D recyclers, deconstruction experts, and others regarding management and regulatory approaches for increasing C&D diversion, recycling, and salvage. This work helped identify key decision points about policy structure (e.g. fines vs. incentives) and helped refine definitions of program components, which were then leveraged to inform the initial drafting of a C&D ordinance.

Efforts were also made to align with King County's C&D regulatory structure, and to explore available technical systems (e.g. Green Halo) that can support data collection, diversion tracking, and policy enforcement. In addition, the Regional Code Collaboration released a C&D Policy template in 2023 that included recommended ordinance language.

Several themes emerged from the research, interviews, and ordinance drafting. The content of these themes were addressed by and incorporated into the C&D ordinance crafted by the City.

- Compliance should be incentivized. This can be accomplished through a penalty, reward, or deposit incentive structures. Various options exist for either approach. Any such drivers should be clearly communicated through the ordinance and associated program guidance. Enforcement should be driven by the incentive structure, and should avoid large staffing demands on the City.
- Demolition and new construction permitting should not be separated.
- The City's C&D ordinance should be aligned with existing County requirements and processing infrastructure, for example, by mirroring the list of covered materials currently prohibited from disposal, emphasizing salvage, and requiring use of County-designated C&D facilities.
- Market development for C&D materials should be supported through the ordinance if possible, such as through municipal purchasing requirements for public works and capital projects.
- The definition of recycling should incentivize the highest and best resource use and avoid fuel markets. Salvage and reuse should be prioritized in program materials and guidance, even if not required by ordinance.
- Data collection, tracking, and reporting should be integrated into the City's permit system and aligned with the scale systems used at County-designated C&D processing facilities. The City should coordinate with regional efforts to standardize C&D data collection and reporting through utilizing software platforms such as Green Halo. Selected metrics should support the City's tracking of and compliance with goals outlined in its Environmental Sustainability Action Plan.

## List of Stakeholders Engaged

The following table provides an overview of local stakeholder engagement.

Category	Organization	Individual	Title
City of Redmond	Multiple City staff and departments	Cathy Beam Micah Bonkowski Jenny Lybeck Elizabeth Myers Aaron Moldver Aaron Noble Travis Salley	Principal Planner Solid Waste Lead Sustainability Manager Permit Technician Env. Prog. Supervisor Construction Div. PM Planning Manager
Government	City of Seattle, Public Utilities	Katie Kennedy	Waste Diversion Lead
Government	King County Solid Waste	Kinley Deller	C&D Program Manager
Builder/Developer	Murray Franklyn	Gina Estep Todd Levitt Tom Stegman Glen	Entitlement Manager  Land Acquisition
Member Associations	Built Green	Sonja O'Claire Nina Oliver	Program Manager; Program Coordinator
Member Associations	Construction & Demolition Recycling Association/Recycling Certification Institute	Bill Turley Stephen Bantillo	Executive Director Recycling Certification Institute ED
Member Associations	National Association of Minority Contractors	Vicky Santorelli	Executive Director
Member Associations	Master Builders Association	Gina Clark	Governmental Affairs Lobbyist
Policy and Advocacy	Zero Waste Washington	Heather Trim	Executive Director
Recyclers	DTG Recycle	Ryan Jackman John Martin Mike Sheldon Tom Vaughan	Chief Growth Officer General Counsel Chief Compliance Officer CEO
Recyclers	United	Seth Kaulfuss Brian Moody	Operations Manager General Manager
Salvage and Reuse	Reuse Consulting	David Bennink	Owner, Second Use
Salvage and Reuse	NW Building Salvage Network/ 2nd Use	Dirk Wassink	President, 2nd Use
Salvage and Reuse	Sledge	Ben Pearson	Operations Manager

General Industry	Green Halo	Manny Mendoza	Account Manager
General Industry	Silliker & Associates	Jared Silliker	President

## **C&D Council Touches**

- Solid Waste Program Update to Study Session – 9/14/2021
- Consultant Contract Approval for C&D Ordinance Drafting and Implementation – 10/5/2021
- C&D Update to Parks and Environmental Sustainability Committee of the Whole – 6/28/2022

## **ADDITIONAL BACKGROUND**

### **Regional and City Plans that Drive C&D Implementation**

#### **2012 King County-Cities Joint Climate Commitments (K4C)**

In June 2012, the City Council adopted by resolution the King County-Cities Joint Climate Commitments (K4C). Among other things the K4C includes:

- Voluntary regional commitments
- Policy goal
  - Achieve a 70% recycling rate countywide: by 2030,
  - Achieve zero waste of resources for materials that have economic value for reuse, resale, and recycling.
  - Related actions: Develop a regional strategy through the adopted 2019 Comprehensive Solid Waste Management Plan to reach zero waste of resources by 2030 through a combination of education, incentives, and regulatory tools aimed at single-family, multi-family residents, businesses, and construction projects in King County.

#### **2019 King County Comprehensive Solid Waste Management Plan**

On 7/2/2019, The City Council adopted by resolution the King County 2019 Comprehensive Solid Waste Management Plan. The Comprehensive Solid Waste Management Plan is required by RCW 70.95, Approved by the Department of Ecology, and adopted by the County Council, and City Councils that are part of the County solid waste system. The Plan includes a variety of goals and actions that target increased diversion.

- Plan Policy Goal: Achieve Zero Waste of Resources – to eliminate the disposal of materials with economic value – by 2030, with an interim goal of 70% recycling through a combination of efforts in the following order of priority:
  - Waste Prevention and Reuse
  - Product stewardship
  - Recycling and composting
  - Beneficial use
- Plan Recommended Actions, Construction and Demolition Materials Recycling:

- Action 26-s, Work collaboratively with cities to implement building codes that require compliance with construction and demolition debris recycling and handling requirements contained in county code.
- Action 27-s, Continue to explore options to increase the diversion of construction and demolition debris from disposal in the landfill, particularly for wood, metal, cardboard, asphalt shingles, carpet, and gypsum wallboard.
- Action 28-s, Increase regional recycling of construction and demolition materials through education and enforcement of construction and demolition debris recycling requirements.

## **2020 City of Redmond Environmental Sustainability Action Plan (ESAP)**

In September of 2020, The City of Redmond City Council adopted the Environmental Sustainability Action Plan (ESAP). The ESAP includes goals, strategies and actions that target increased diversion and specifically C&D waste.

- Plan Policy Goal: 70% waste diversion rate by 2030, Zero Waste of Resources (80%) by 2050
- Plan Recommended Strategies and Actions:
  - Strategy M1: Increase diversion of community waste while reducing cross-contamination within waste streams
  - Strategy M4: Address construction and demolition (C&D) waste.
    - Action M4.1: Contractor outreach
    - Action M4.2: C&D diversion requirements
    - Action M4.3: C&D recycling service
    - Action M4.4: C&D reuse partnerships

## **2021 City of Redmond Community Strategic Plan**

The City of Redmond Community Strategic Plan was adopted by Council in October 2019 and revised November 2021. The Plan includes an Environmental Sustainability objective to achieve carbon neutrality by 2050 with specific strategies, measures, and actions related to waste generation.

- Strategy #1 – Reduce Redmond’s greenhouse gas emissions and waste generation.
  - Measure – Percentage of waste diverted from the landfill.
  - Actions
    - Implement policies and programs to increase waste diversion
    - Develop policies and other programs to promote green building and environmentally sustainable practices in the Redmond Community.

## **2021 City of Redmond Utilities Strategic Plan**

In March of 2021, The City of Redmond City Council adopted the Utilities Strategic Plan (USP) that includes 20 strategies to improve City-run utility services looking forward from 2021 through 2050. The USP includes Strategy 7 that aims to increase diversion from the landfill.

- Strategy 7: Reduce the amount of garbage Redmond residents, businesses, and city facilities send to the landfill each year.
- Plan Target; Achieve a 70% diversion rate city-wide by 2030

## 2022 City of Redmond Comprehensive Plan, Updated

NE-8 Reduce waste, reuse and recycle materials, and dispose of all wastes in a safe and responsible manner.

NE-10 Support sustainable development and strive towards becoming a sustainable community.

NE-12 Encourage environmentally friendly construction practices, such as LEED, King County Built Green, and low impact development

UT-51 Continue to coordinate with King County on regional hazardous and solid waste issues, such as product stewardship and the “wastemobile”, waste studies, and construction and demolition debris.

UT-56 If solid waste reduction and recycling goals are not met, consider implementing mandatory programs which would further sustainability goals by minimizing impact to the Cedar Hills landfill and preventing cost increases associated with securing alternative waste disposal sites.

## 2023-2024 Biennial Budget Offer

2023-2024 Budget above baseline offer, approved by Council

- Goal: develop a construction and demolition recycling program to address the largest unquantified waste stream in the City.

The following table summarizes, and provides links to, key requirements in the King County code that govern C&D management. The content can be used both to inform the development of Redmond’s code, and to ensure alignment between the City’s C&D code and the County’s regulations.

King County Requirements for C&D Management	Source
<p><u>C&amp;D materials banned from landfill disposal</u></p> <p>"Readily recyclable materials from construction and demolition projects are required to be recycled. The following materials are banned from landfill disposal:</p> <p>Clean wood (clean, untreated, unpainted) Cardboard Metal Gypsum scrap (new) Asphalt paving, bricks, and concrete"</p>	<p><a href="#">King County C&amp;D requirements web page</a> (1)</p>

<p><u>Mixed C&amp;D and non-recyclable C&amp;D waste</u></p> <p>"All generators, handlers and collectors of mixed C&amp;D waste or nonrecyclable C&amp;D waste generated within the county's jurisdiction shall deliver, or ensure delivery to, a designated C&amp;D receiving facility."</p>	<p><a href="#">Ordinance 19347</a> (2)</p>
<p><u>Management of recyclable C&amp;D materials</u></p> <p>"Recyclable C&amp;D materials may be transported to any [designated] C&amp;D recycling facility or to a recycling market in or outside of King County."</p>	<p><a href="#">Ordinance 18166</a> (3)</p>
<p><u>Acceptance of small loads of C&amp;D</u></p> <p>"Small loads of C&amp;D (in vehicles not equipped with dumping mechanisms) are accepted at King County Solid Waste Division transfer stations."</p>	<p><a href="#">King County C&amp;D requirements web page</a> (1)</p>
<p><u>Disposal of C&amp;D at King County transfer facilities</u></p> <p>"A generator, handler or collector of C&amp;D waste generated within the county's jurisdiction shall not deliver, or cause delivery of, a load of C&amp;D waste to a C&amp;D receiving facility that is a transfer facility unless:</p> <p>a. the generator, handler or collector ensures before delivery that the load contains no more than twenty percent of the recyclable C&amp;D materials banned from landfill disposal under subsection G. of this section and that will be assessed through visual inspection by the transfer facility; or</p> <p>b. the generator, handler or collector confirms before or upon delivery that the transfer facility shall transfer the load to a C&amp;D receiving facility that is a material recovery facility or shall otherwise manage the load to remove materials banned from landfill disposal under subsection G. of this section, and the transfer facility provides documentation to the generator, handler or collector delivering the load that the transfer facility will manage or has managed the load in a manner that complies with these requirements."</p>	<p><a href="#">Ordinance 19347</a> (2)</p>
<p><u>Landfill fees for C&amp;D waste</u></p> <p>"A fee as specified in section 6 of this ordinance, is imposed on C&amp;D wastes generated in the county's jurisdiction and disposed by C&amp;D receiving facilities at landfills for the purpose of funding division costs to manage the C&amp;D recycling and disposal program."</p>	<p><a href="#">Ordinance 18166</a> (3)</p>
<p><u>Onsite containers</u></p> <p>"Washington State regulations (WAC 173-345-040) require a separate collection container be provided for waste at jobsites that conduct recycling."</p>	<p><a href="#">King County C&amp;D requirements web page</a> (1)</p>

<p><u>Use of intermodal containers</u></p> <p>"Bulk shipping containers cannot be used to transport C&amp;D waste from jobsites to landfills except <a href="#">under certain conditions</a> (4) (see next paragraph)."</p> <p>"A generator, handler or collector of nonrecyclable C&amp;D waste from an eligible C&amp;D demolition project may deliver directly to or ensure delivery directly to, a C&amp;D receiving facility that is an intermodal facility or landfill only in accordance with a waste diversion plan that adheres to the requirements in subsection H. of this section and has been approved in writing by the division; and</p> <p>For each eligible C&amp;D demolition project with an approved waste diversion plan, the generator must also submit a waste diversion report to the division within sixty days following completion of demolition activities. The waste diversion report shall verify compliance with the waste diversion plan and be accompanied by receipts from the intermodal facilities or landfills that received nonrecyclable C&amp;D waste and, when included as a component of the approved plan, from the C&amp;D recycling facilities that received the recyclable C&amp;D materials or the C&amp;D receiving facilities that received the mixed C&amp;D waste."</p>	<p><a href="#">King County C&amp;D requirements web page</a> (1)</p> <p><a href="#">Ordinance 19347</a> (2)</p>
<p><u>Waste diversion plan</u></p> <p>"A waste diversion plan submitted under this section must adhere to the format approved by the division director, show that the disposition of waste is planned in a manner that maximizes recovery of the recyclable C&amp;D materials banned from landfill disposal under subsection G. of this section, list the proposed intermodal facilities or landfills that will receive nonrecyclable C&amp;D waste and list the proposed facilities to process mixed C&amp;D waste and recyclable materials generated during the eligible C&amp;D demolition project."</p>	<p><a href="#">Ordinance 19347</a> (2)</p>

Links for Convenience:

- (1) <https://kingcounty.gov/en/legacy/depts/dnrp/solid-waste/programs/green-building/construction-demolition.aspx>
- (2) <https://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9933511&GUID=655CDD64-0E41-48C2-BD48-89FA72E47823>
- (3) <https://your.kingcounty.gov/dnrp/library/solid-waste/greentools/ordinance-18166-C-and-D-recycling.pdf>
- (4) <https://kingcounty.gov/en/legacy/depts/dnrp/solid-waste/programs/green-building/construction-demolition/direct-disposal.aspx>

The following table summarizes, and provides links to, existing C&D management requirements in the King County code that are tied to the Demolition Permit process. The content can be used to inform the development of Redmond's code, and to ensure alignment between the City's C&D code and the County's regulations.

Note, we were not able to identify any specific C&D management guidance in the King County Code that is explicitly tied to Construction Permitting.

	Key C&D Requirements Tied to Demolition Permits	Source
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<b>Residential</b>	<u>Inclusion with other permits</u>  "When the residential demolition is being done in conjunction with the remodel of an existing or construction of a new single-family home, the demolition permit can be included as part of the remodel or new construction permit."	<a href="#">Residential demolition permits</a> (1)
	<u>Disturbed soil</u>  "All disturbed soil must be stabilized and must remain on site."	<a href="#">Residential demolition permits</a> (1)
	<u>Demolition debris disposal</u>  "Demolition debris must be removed from the site and delivered to a licensed landfill or recycling facility."	<a href="#">Residential demolition permits</a> (1)
	<u>Provision of disposal receipts</u>  "Be prepared to provide the Permitting inspector with disposal receipts verifying that all demolition debris has been disposed of properly."	<a href="#">Residential demolition permits</a> (1)
<b>Non-Residential</b>	<u>Inclusion with other permits</u>  "When the nonresidential demolition is being done in conjunction with the remodel of an existing structure or construction of a new structure, the demolition work can be included as part of the remodel or new construction permit."	<a href="#">Non-Residential demolition permits</a> (2)
	<u>Asbestos testing and abatement</u>  "Building owners are responsible for hiring a professional testing firm to perform a good faith survey to identify asbestos-containing materials in the building."  "If ACMs are identified in a building, the Puget Sound Air Pollution Control Agency requires that building owners file a Notice of Intent to Remove Asbestos and pay a filing fee."	<a href="#">Non-Residential demolition permits</a> (2)

	<p><u>Solid Waste Management Plan</u></p> <p>"A Solid Waste Management Plan (SWMP) may also be required. It should detail how the property owner intends to dispose of the waste materials. Property owners must consider recycling options to the extent possible, when compiling a demolition plan."</p>	<p><a href="#">Non-Residential demolition permits</a> (2)</p>
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#### Links for Convenience:

- (1) <https://kingcounty.gov/~media/depts/permitting-environmental-review/dper/documents/forms/Residential-Demolition-Permits.ashx?la=en#:~:text=Remove%20all%20floors%2C%20foundations%2C%20footing,licensed%20landfill%20or%20recycling%20facility.>
- (2) <https://kingcounty.gov/~media/depts/permitting-environmental-review/dper/documents/forms/Non-Residential-Demolition-Permits.ashx?la=en>

Note the King County Salvage Assessment form (located [here](#)) links to a salvage verifier list (located [here](#)). The table below draws from the Verifier list.

#### URL links for convenience:

- King County Salvage Assessment form
  - <https://your.kingcounty.gov/dnrp/library/solid-waste/greentools/RCC-deconstruction-salvage-assessment.pdf>
- Salvage Verifier List
  - <https://kingcounty.gov/en/legacy/depts/dnrp/solid-waste/programs/green-building/construction-demolition/demolition-alternatives.aspx>

Salvage Verifier	Company Contact	Notes
Ballard Reuse	206 297-9119	Not on the KC Verifier list, but worth including. More info. At <a href="https://ballardreuse.com/architectural-salvage-services/">https://ballardreuse.com/architectural-salvage-services/</a>
Dedicated Deconstruction	206-853-7451	
Earthwise, Inc.	206-624-4510	
Resource Woodworks, Inc.	253-474-3757	On Google Maps, this <a href="#">appears to now be Earthwise</a> in Tacoma.
The RE Store	206-297-9119	
Re-Use Consulting	360-201-6977	
Second Use Building Materials	206-763-6929	
Sledge Seattle	206-290-1773	

## List of Regional Deconstruction Companies

Salvage and Deconstruction Company	Company Contact	Notes
Dedicated Deconstruction	206-853-7451	
The RE Store	206-297-9119	Performs salvage, and perhaps deconstruction (depending on definitions). They are not listed on the SPU site listing deconstruction firms.
Re-Use Consulting	360-201-6977	
Second Use Building Materials	206-763-6929	Performs salvage, but not deconstruction.
Sledge Seattle	206-290-1773	

# Construction and Demolition Debris Recycling and Reuse Ordinance Summary

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April 2, 2024

Micah Bonkowski, Solid Waste Program Administrator





# Agenda

We're here to explain:

- **Why** we recommend this ordinance
- **How** the ordinance will work
- **What** the benefits are
- **How** we developed the ordinance

And to:

- **Ask for approval** Council to approve the ordinance



# Purpose of the Ordinance

- The adopted 2020 Environmental Sustainability Action Plan has set a goal of achieving a rate of **70% diversion of waste** from the landfill by 2030.
- Among cities that track C&D, approximately **40% of total waste comes from C&D tons**.
- Research shows that in California cities achieving 70% diversion of waste or higher, **tracking C&D tons was a main driver**.



# How it Works

## Key features

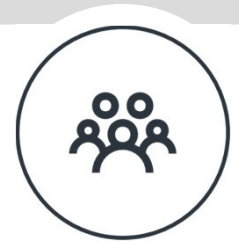
1. Require projects generating C&D material to report their C&D tonnage to the City.
2. Encourage salvage and reuse of materials, and deconstruction of certain types of buildings.
3. Create a process for setting City-wide C&D diversion targets for covered projects for future code updates.



# Benefits

- Create a **streamlined process** for reporting C&D tonnage by developers and homeowners.
- Developers may use C&D diversion totals to meet LEED or other green **building incentives**.
- Capture of recycled C&D data from projects within Redmond is a **key metric in meeting County and City diversion goals**.





# How We Developed it

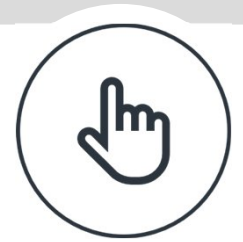
- **Interviews with industry stakeholders**, including C&D processors, waste haulers, environmental advocacy groups, and the development community.
- Internal meetings with City stakeholder team including staff from Planning, to clarify ordinance process and language.
- **Collaboration with King County Solid Waste** staff to ensure alignment with existing KC code language and recommended Regional Code Collaboration language.



# Next Steps

- Council adoption
- Implementation
  - Support developers with information
  - Incorporate C&D tracking into the City permitting system
  - Implement tracking software
  - Evaluate tonnage data to assess progress toward targets
  - Evaluate future deconstruction and salvage requirements
- Ordinance takes effect one year after adoption

# Recommendation



- Approve the ordinance to be adopted on consent on April 16th



# Thank You

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Any Questions?

Micah Bonkowski/[mbonkowski@redmond.gov](mailto:mbonkowski@redmond.gov)

## M E M O R A N D U M

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DATE: 8/8/2022

TO: City Council

FROM: Aaron Bert, Public Works Director

**SUBJECT: Summary of Presentation Updating  
Council on C&D Policy Development**

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On July 26<sup>th</sup>, Micah Bonkowski, Solid Waste and Sustainability Program Administrator provided an update to the City Council Parks and Sustainability Committee members on the progress of the development of a construction and demolition debris program and policy for the City. Council requested a summary of the presentation as no slides or attachments were included in the Agenda Memo.

Summary:

The Construction and Demolition (C&D) Policy is one of the main paths for the City to reach its Environmental Sustainability Action Plan goal of 80% diversion of waste by 2030. C&D is the largest tonnage and volume material that is not currently being tracked by the City.

King County bans C&D from the Cedar Hills Landfill, and requires C&D generated in King County to go to certified recycling processors for sorting and recycling. The tonnage is reported to King County, but where the tonnage originated is not tracked.

The goal of the Redmond ordinance and policy being drafted is to ensure C&D material is handled properly, encourage higher levels of recycling of C&D material, and requires reporting to the City so the material may be counted towards diversion goals. The City is also exploring incentivizing reuse and deconstruction as a part of this policy.

To date:

- Council approved the consultant contract at the end of 2021.
- Full Circle Environmental consulting worked with staff to refine the scope and conducted research into C&D policies in jurisdictions that have recently updated policies. This is a continuation of work done in 2019 evaluating policies in other jurisdictions.
- One on one interviews were conducted with 11 expert stakeholders representing C&D processors, waste haulers, environmental advocacy groups, developers, and industry groups such as the Construction and Demolition Recycling Association, the Minority Contractors Association and the Master Builders of King and Snohomish County including their Built Green program staff.

- Interviews allowed for the creation of a map detailing decision points and policy implications that will be evaluated as the ordinance language is written.

Some examples of these key decision points include:

- Evaluating automated reporting software, costs, administrative burden.
- Enforcement approach, what does the City currently have capacity for, what would require additional capacity.
- Carrot approach to compliance, use incentives to drive compliance; how effective have they been from other cities, and developers perspectives, how much burden would that put on City staff to administer.
- Stick approach to compliance, use a deposit or a fine system for non-compliance, how would this impact developers and City staff.
- How do we define recycling of the C&D material with the need to balance the environmental goals of the City where materials go to the highest and best use, and the state of current markets where some reuse may not be feasible.
- What is a realistic threshold for diversion % requirements by project, what is feasible for recycling facilities with current technology.

Next Steps:

A group of internal City stakeholders will convene a facilitated process of using a decision point map to draft the ordinance. The discussion will include assessing how the ordinance will be implemented by the impacted departments, and any necessary resources or software that are identified. The City will seek feedback by engaging with groups interviewed in Phase I, and the larger community as a whole. Once feedback is received and analyzed, staff will return to Council with a completed ordinance for discussion, adoption and implementation in the first quarter of 2023.



## Memorandum

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

**File No.** AM No. 21-148  
**Type:** Consent Item

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

Public Works	Dave Juarez	425-556-2763
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**DEPARTMENT STAFF:**

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Environmental Programs Supervisor

**TITLE:**

Approve Consultant Contract for Construction and Demolition Program Support

**OVERVIEW STATEMENT:**

The City of Redmond is developing a Construction and Demolition (C&D) Debris program for the City. The City Council adopted an Environmental Sustainability Action Plan (ESAP) which includes a goal to divert 70% of waste by 2030, and Action M4.2 of the plan calls for comprehensive C&D recycling, recovery policies and other actions to prohibit disposal of recoverable C&D materials. This contract is to provide consultant support to define the program elements, conduct a stakeholder involvement process, draft and support adoption of needed code language and provide programming development support to help ensure successful implementation of a Construction and Demolition Program.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan: Action M4.2  
Utilities Strategic Plan: Strategy 7
- **Required:**  
N/A
- **Council Request:**  
Council has requested that Public Works provides an update on the criteria for selecting stakeholders for the engagement process, with a list of potential stakeholders, prior to beginning stakeholder engagement. Public

Works will return to update Council at a future Committee of the Whole meeting.

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

**OUTCOMES:**

The ESAP goal of increasing the City diversion rate to 70% by 2030 will require a significant increase in the amount of tonnage diverted from landfill disposal from the City of Redmond. Construction and demolition debris from development and construction projects in the City provides a great opportunity to increase diversion. Moving construction and demolition debris towards reuse rather than landfilling will also reduce the greenhouse gas emissions associated with new building materials.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Much of this consultant contract is devoted to outreach to stakeholders as the new program is developed. Outreach is anticipated to be conducted from October 2021 to March of 2022.
- **Outreach Methods and Results:**  
Several methods of outreach will be used to reach stakeholders in this process, from executive interviews of subject matter experts, to stakeholder engagement meetings. The consultant and the City will develop the appropriate outreach methods as the first phase of this contract.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$200,000

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

**Budget Offer Number:**  
000220

**Budget Priority:**  
Healthy and Sustainable

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

**Funding source(s):**  
Solid Waste Fund

**Budget/Funding Constraints:**



N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The approved budget for this contract expires at the end of the biennium.

**ANTICIPATED RESULT IF NOT APPROVED:**

If this contract is not approved, there will be a delay in the beginning of the contract. This will impact the overall project timeline and could prevent results from being accomplished in this biennium.

**ATTACHMENTS:**

Attachment A: Consultant Contract



## Memorandum

**Date:** 7/26/2022

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 22-447

**Type:** Committee Memo

**TO:** Committee of the Whole - Parks and Environmental Sustainability

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-553-5814
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**DEPARTMENT STAFF:**

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Environmental Programs Supervisor

**TITLE:**

Construction and Demolition Debris Program Development Update

**OVERVIEW STATEMENT:**

Update the City Council on the progress in creating a Construction and Demolition Debris Program and Ordinance Language for the City of Redmond.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan (ESAP): Action M4.2  
Utilities Strategic Plan: Strategy 7
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
The ESAP goal of increasing the City's diversion rate of recyclable materials from the waste stream will require a significant increase in the amount of tonnage diverted from landfill disposal from the City of Redmond.

**OUTCOMES:**

Construction and demolition debris from development and construction projects in the City provides a great opportunity to increase diversion. Moving construction and demolition debris toward reuse rather than landfilling will also reduce the greenhouse gas emissions associated with new building materials.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

Executive interviews have been completed, and community outreach and more stakeholder feedback will be solicited once draft ordinance language is completed in July and August of this year.

- **Outreach Methods and Results:**

Executive interviews of stakeholders and subject matter experts have been completed, and next we will work with Planning Department staff and stakeholders through a variety of methods. These include stakeholder engagement meetings, community surveys, project website updates, and notifications via citywide communications.

- **Feedback Summary:**

9 interviews were completed with 11 industry stakeholders including C&D processors, waste haulers, environmental advocacy groups, and the development community. We received constructive feedback from each sector that will help shape a Redmond specific C&D program.

**BUDGET IMPACT:****Total Cost:**

\$200,000

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

000220

**Budget Priority:**

Healthy and Sustainable

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

Solid Waste Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

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**Date:** 7/26/2022

**Meeting of:** Committee of the Whole - Parks and Environmental Sustainability

**File No.** CM 22-447

**Type:** Committee Memo

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**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
9/14/2021	Committee of the Whole - Planning and Public Works	Approve
10/5/2021	Business Meeting	Approve

**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:**

N/A

**ATTACHMENTS:**

N/A



## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-053  
**Type:** Consent Item

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

Finance	Kelley Cochran	425-556-2748
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**DEPARTMENT STAFF:**

Finance	Debbie Keranova	Fiscal Services Manager/Treasurer
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**TITLE:**

Adoption of an Ordinance Repealing RMC 3.44, Advance Travel Revolving Fund

- a. Ordinance No. 3163: An Ordinance of the City of Redmond, Washington, Repealing RMC 3.44, Advance Travel Revolving Fund

**OVERVIEW STATEMENT:**

The City no longer uses its advance travel account and seeks to repeal RMC 3.44, Advance Travel Revolving Fund. In June 2023, the City implemented Concur as the new expense reporting software and replacement for advance travel. City staff are now required to either use a ProCard while traveling or submit an employee reimbursement form through Concur upon return.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Ordinance No. 685, establishing the Advance Travel Revolving Fund  
Ordinance No. 2375, increasing the Advance Travel Fund from \$10,000 to \$20,000
- **Required:**  
Council approval is required for the adoption of an ordinance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
RCW 42.24.120-160 provides the authority to establish a revolving fund to be used solely for the purpose of making advance payments of travel expenses. The Treasurer is designated as the custodian of the Advance

Travel Expense Revolving Fund and is responsible for opening a checking account for the fund in a local bank in the name of the City of Redmond. The City currently has a checking account with KeyBank for the purpose of advance travel.

**OUTCOMES:**

The approval to repeal RMC 3.44 will bring city code into alignment with business processes changes. Once approved, the Treasurer will close the advance travel checking account at KeyBank and transfer the full balance of \$20,000 to the City's general (primary) bank account at KeyBank.

**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
4/9/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

If this item is not approved, the City will continue to maintain a bank account for advance travel, which will never be used.

**ATTACHMENTS:**

Attachment A: Ordinance Repealing RMC 3.44, Advance Travel Revolving Fund

CODE

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

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, REPEALING RMC 3.44, ADVANCE TRAVEL  
REVOLVING FUND

---

WHEREAS, on June 17, 1975, the Redmond City Council adopted Ordinance No. 685, RMC 3.44, establishing an Advance Travel Revolving Fund; and

WHEREAS, on December 15, 2007, the Redmond City Council adopted Ordinance No. 2375, amending RMC 3.44, to increase the amount of the advance travel fund and to require submission of travel expense vouchers on or before the 15<sup>th</sup> day following the travel period; and

WHEREAS, RCW 42.24.120-160 governs procedures in this regard; and

WHEREAS, on June 27, 2023, the City implemented a new expense reporting software and replacement for advance travel and no longer uses the advance travel account; and

WHEREAS, this ordinance is being brought forward to Council, to align the City Code with business process changes.

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.      Repeal of Chapter.      RMC 3.44, Advance Travel Revolving Fund, is hereby repealed in its entirety as follows:

~~{SECTIONS:~~

~~3.44.010      FUND CREATED.~~

~~3.44.020      AMOUNT OF FUND      REPLENISHMENT.~~

~~3.44.030      CUSTODIAN OF FUND.~~

~~3.44.040      TRAVEL EXPENSE VOUCHER.~~

~~3.44.050      LIEN AGAINST FUNDS PAYABLE TO OFFICIALS AND  
                 EMPLOYEES.~~

~~3.44.060      PURPOSE OF TRAVEL EXPENSE ADVANCE      NOT  
                 PERSONAL LOAN.~~

~~3.44.070      RULES AND REGULATIONS FOR FUND MANAGEMENT      FORMS.~~

~~**3.44.010 FUND CREATED.**~~

~~PURSUANT TO THE PROVISIONS OF RCW 42.24.120      160, THERE  
IS CREATED AND ESTABLISHED A SPECIAL REVOLVING FUND TO  
BE KNOWN AS THE "ADVANCE TRAVEL REVOLVING FUND," WHICH  
SHALL BE USED FOR MAKING REASONABLE ALLOWANCES TO  
OFFICIALS AND EMPLOYEES OF THE CITY IN ADVANCE OF  
EXPENDITURES TO BE INCURRED FOR TRAVEL EXPENSES IN~~

~~ACCORDANCE WITH THE RULES AND REGULATIONS PRESCRIBED BY THE STATE AUDITOR. THE REVOLVING FUND SHALL BE USED SOLELY FOR THE PURPOSE OF MAKING ADVANCE PAYMENTS FOR TRAVEL EXPENSES AND WILL BE MAINTAINED IN A BANK AS A SEPARATE CHECKING ACCOUNT AND ALL ADVANCES TO OFFICIALS OR EMPLOYEES SHALL BE MADE BY CHECK.~~

**~~3.44.020 AMOUNT OF FUND — REPLENISHMENT.~~**

~~MONIES DEPOSITED INTO THE ADVANCE TRAVEL REVOLVING FUND SHALL NOT EXCEED THE SUM OF \$20,000 AND THIS PROVISION SHALL CONSTITUTE AN APPROPRIATION FROM THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY OF SUCH AMOUNTS AS ARE DETERMINED NECESSARY BY THE MAYOR AND FINANCE DIRECTOR TO INCREASE THE TOTAL DEPOSITS INTO THE FUND UP TO SAID AMOUNT. PERIODICALLY, AS THE FUND IS DEPLETED BY ADVANCE PAYMENTS FOR TRAVEL EXPENSES, THE FUND SHALL BE REPLENISHED BY CHECKS OR BUDGETARY TRANSFERS FROM THE DEPARTMENT OR FUND PROPERLY CHARGED FOR THE TRAVEL EXPENSE OF THE OFFICIAL OR EMPLOYEE TO WHOM ADVANCE TRAVEL EXPENSES HAVE BEEN MADE.~~

**~~3.44.030 CUSTODIAN OF FUND.~~**

~~THE TREASURER COMPTROLLER IS DESIGNATED AS THE CUSTODIAN OF THE ADVANCE TRAVEL EXPENSE REVOLVING FUND AND WILL BE RESPONSIBLE FOR OPENING A CHECKING ACCOUNT FOR THE FUND~~

~~IN A LOCAL BANK IN THE NAME OF THE CITY OF REDMOND AND  
FOR SUPERVISING ALL TRANSACTIONS INVOLVING THE FUND.~~

~~**3.44.040 TRAVEL EXPENSE VOUCHER.**~~

~~ON OR BEFORE THE FIFTEENTH DAY FOLLOWING THE CLOSE OF  
THE AUTHORIZED TRAVEL PERIOD FOR WHICH EXPENSES HAVE  
BEEN ADVANCED, THE OFFICIAL OR EMPLOYEE SHALL SUBMIT TO  
THE FINANCE DIRECTOR A FULLY ITEMIZED TRAVEL EXPENSE  
VOUCHER FOR ALL REIMBURSABLE ITEMS LEGALLY EXPENDED,  
ACCOMPANIED BY THE UNEXPENDED PORTION OF SUCH ADVANCE,  
IF ANY. ANY ADVANCE MADE FOR THIS PURPOSE, OR ANY PORTION  
THEREOF, NOT REPAID OR ACCOUNTED FOR IN THE TIME AND  
MANNER SPECIFIED HEREIN, SHALL BEAR INTEREST AT THE RATE  
OF TEN PERCENT PER YEAR FROM THE DATE OF DEFAULT UNTIL  
PAID.~~

~~**3.44.050 LIEN AGAINST FUNDS PAYABLE TO OFFICIALS AND  
EMPLOYEES.**~~

~~TO PROTECT THE CITY FROM ANY LOSSES ON ACCOUNT OF TRAVEL  
EXPENSE ADVANCES, THE CITY SHALL HAVE A PRIOR LIEN  
AGAINST AND A RIGHT TO WITHHOLD ANY AND ALL FUNDS PAYABLE  
OR TO BECOME PAYABLE BY THE CITY TO ANY OFFICIAL OR  
EMPLOYEE TO WHOM SUCH ADVANCE HAS BEEN GIVEN UP TO THE  
AMOUNT OF SUCH ADVANCE AND INTEREST AT THE RATE OF TEN  
PERCENT PER YEAR UNTIL SUCH TIME AS REPAYMENT OR~~

~~JUSTIFICATION HAS BEEN MADE. NO FURTHER TRAVEL EXPENSE ADVANCE OF ANY KIND MAY BE MADE TO ANY OFFICIAL OR EMPLOYEE AT ANY TIME WHEN SUCH OFFICIAL OR EMPLOYEE IS DELINQUENT IN ACCOUNTING FOR OR REPAYING A PRIOR ADVANCE.~~

~~**3.44.060 PURPOSE OF TRAVEL EXPENSE ADVANCE — NOT PERSONAL LOAN.**~~

~~A TRAVEL EXPENSE ADVANCE SHALL BE CONSIDERED AS HAVING BEEN MADE TO A CITY OFFICIAL OR EMPLOYEE TO BE EXPENDED AS AN AGENT OF THE CITY AND FOR THE CITY'S PURPOSES ONLY, AND SPECIFICALLY TO DEFRAY NECESSARY COSTS IN THE PERFORMANCE OF OFFICIAL DUTIES. NO SUCH ADVANCE SHALL BE CONSIDERED AS A PERSONAL LOAN TO SUCH OFFICIAL OR EMPLOYEE AND ANY EXPENDITURE THEREOF, OTHER THAN FOR OFFICIAL BUSINESS PURPOSES, SHALL BE CONSIDERED A MISAPPROPRIATION OF PUBLIC FUNDS.~~

~~**3.44.070 RULES AND REGULATIONS FOR FUND MANAGEMENT — FORMS.**~~

~~THE TREASURER-COMPTROLLER IS AUTHORIZED TO ADOPT REASONABLE RULES AND REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE ADVANCE TRAVEL EXPENSE REVOLVING FUND AND TO PREPARE APPROPRIATE FORMS FOR TRANSACTIONS INVOLVING SUCH FUND.~~

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

Section 4.      Effective date.      This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF REDMOND

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL P. KENNY, CITY ATTORNEY

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



## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-054  
**Type:** Consent Item

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

Finance	Kelley Cochran	425-556-2748
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**DEPARTMENT STAFF:**

Finance	Haritha Narra	Financial Planning Manager
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**TITLE:**

Adoption of an Ordinance for the 2023-2024 Budget Adjustment #4

- a. Ordinance No. 3164: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3110, 3129, 3130, and 3135 by Making Adjustments to the City's 2023-2024 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

An Ordinance amending Ordinance No. 3110, 3129, 3130, and 3135 by adjusting the City's 2023-2024 Biennial Budget to recognize new and increased revenue sources, appropriate funds for projects and programs previously approved by Council, and make minor corrections identified throughout the biennium.

**General Fund (100): \$1,283,275**

**a) Solar Plus Energy Grant - \$100,000**

On January 14, 2024 (AM No. 24-003), Council approved a grant from the Department of Commerce to finance a feasibility study. The goal of this study is to provide insights into potential future solar and battery storage prospects at five City of Redmond facilities. It will encompass load profiles, resource scenarios, site configurations, economic evaluations, and suggestions for facilities most suitable for implementation. Utilizing solar energy in conjunction with battery storage represents a crucial sustainability tactic to enhance resilience, boost locally-generated clean energy, and alleviate strain on the utility grid.

**b) Eastside Climate Partnership Interlocal Agreement - \$23,609**

On January 1, 2023 (AM No. 23-005), Council approved the Eastside Climate Partnership Interlocal Agreement (ILA), fostering structured cooperation and resource sharing for initiatives such as the Energy Smart Eastside Heat Pump program and future programs aligned with the Cities' collective climate and clean energy objectives. Cities involved in the Eastside Climate Partnership are Bellevue, Kirkland, Issaquah, Mercer Island, and Redmond. The total grant amount is \$47,219, and it is split between the solid waste fund (140) and the general fund (100).

**c) Early Implementation Climate Planning Grant - \$66,100**

On October 4, 2022 (AM No. 22-144), Council approved the Early Implementation Climate Planning Grant from

the Washington State Department of Commerce. This grant aims to aid in the assessment of resilient stormwater infrastructure design and to conduct a pilot test of preferred routes within a 1/2-mile radius of future light rail stations.

**d) National Opioid Settlements - \$371,958.18**

In September 2022 and March 2023, Council granted approval for participation in the One Washington Memorandum of Understanding (MOU), aimed at joining the settlement agreement against opioid distributors and retailers. The One Washington MOU specified the necessity of establishing a regional Opioid Abatement Council (OAC) to oversee distributions, expenditures, reallocations, and disputes concerning the settlement funds. King County established the OAC in collaboration with the City of Redmond. The City engaged in settlements with Teva, Allergan, CVS, Walgreens, Distributor, and Janssen, and will soon conclude a settlement with Johnson & Johnson. These settlement payments are structured over a 15-year period, extending until 2038.

**e) Willow Run/Facebook Building X - \$40,100.30**

On December 1, 2020 (AM No. 20-160), Council approved a three-party agreement concerning the Willow Run, LLC/Building X Contract for the external technical review and inspection of performance-based design components. This contract concluded on December 31, 2023.

**f) Emergency Management Performance Grant - \$126,628.66**

On October 17, 2023 (AM No. 23-151), Council approved a grant from the Washington State Military Department and the U.S. Department of Homeland Security. This grant will facilitate operations and planning for continuity of government, including the recruitment of subject matter experts for targeted projects. Additionally, it will provide resources and guidance needed to fulfill requirements of the Emergency Management Accreditation Program.

**g) Wildland Fire - \$255,130.16**

Wildland fire season has become a year-round reality in the United States. Annually, fire fighters from the City of Redmond are dispatched to neighboring counties and cities to assist in fire and life safety operations both at base camps and on the front lines. Their responsibilities include providing medical care for fire crews and community members affected by the fires. The expenses incurred during these deployments are reimbursed by the respective cities and counties, including but not limited to Yakima County, Archie Creek in Oregon, and Snohomish County.

**h) Greater Puget Sound Financial Fraud and Identity Theft Task Force Grant - \$124,748**

On November 2, 2020 (AM No. 20-143), Council approved a grant from the Washington State Department of Commerce. This grant authorizes funding for one (1) full-time Crime Analyst position, encompassing wages, benefits, overtime, and training. This agreement becomes effective upon the signature of both parties and automatically renews until June 30, 2030. The annual grant cycle spans from July through June.

**i) National League of Cities Advancing Economic Mobility Grant - \$15,000**

On September 9, 2023 (AM No. 23-125), Council approved a grant for engaging a consultant to collaborate with a coalition of partners. This collaboration is intended to establish a Multicultural Eastside Small Business Hub within the Bellwether Housing Overlake Village light rail station transit-oriented development (TOD).

**j) Puget Sound Regional Council - Safer Streets for All (SS4A) Action Plan Grant- \$160,000**

On September 19, 2023 (AM No. 23-125), Council approved a subaward agreement with the Puget Sound Regional Council (PSRC) concerning the Redmond segment of the SS4A Action Plan Grant. The PSRC holds the primary agreement with the Federal Highway Administration. This funding is intended to aid the City in hiring a



consultant to facilitate community outreach efforts and formulate a Safety Action Plan.

**Fire Equipment Reserve Fund (020): \$75,000**

**k) Private Donation from Amazon.com, Inc - \$75,000**

The Fire Department received a donation from Amazon.com, Inc to support the purchase of an electric fire engine to support Redmond's vision for carbon neutrality.

**Solid Waste Fund (140): \$23,609**

**l) Eastside Climate Partnership Interlocal Agreement - \$23,609**

On January 1, 2023 (AM No. 23-005), Council approved the Eastside Climate Partnership Interlocal Agreement (ILA), fostering structured cooperation and resource sharing for initiatives such as the Energy Smart Eastside Heat Pump program and future programs aligned with the Cities' collective climate and clean energy objectives. Cities involved in the Eastside Climate Partnership are Bellevue, Kirkland, Issaquah, Mercer Island, and Redmond. The total grant amount is \$47,219, and it is split between the solid waste fund (140) and the general fund (100).

**Parks Capital Investment Improvement Program Fund (315): \$3,700,000**

**m) Redmond Senior & Community Center Project - \$3,700,000**

On February 20, 2024 (AM No. 24-026), Council approved a budget increase for the Redmond Senior & Community Center. This increase in budget is necessitated by inflation and a bustling construction market, which have led to escalated construction expenses. The increased funding is coming from real estate excise tax revenue.

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

**REQUESTED ACTION:**

☐ Receive Information      ☐ Provide Direction      ☒ Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Fiscal Policies
- **Required:**  
RCW 35A.33.120 Funds-Limitations on expenditures-Transfers and adjustments.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This budget adjustment is necessary to align city financial records to account for Council decisions and corrections to the

existing budget.

**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:**  
\$5,081,884

**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
4/9/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

All budget adjustments for the 2023-2024 biennium must be approved no later than December 31, 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

The adopted budget would not align city financial records with decisions made and corrections in budgeted funds.

**ATTACHMENTS:**

Attachment A: Ordinance: 2023-2024 Budget Adjustment #4

Exhibit 1: Summary of 2023-2024 Budget Adjustments #1-4

NON-CODE

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO.  
3110, 3129, 3130, and 3135 BY MAKING  
ADJUSTMENTS TO THE CITY'S 2023-2024 BIENNIAL  
BUDGET, IN EXHIBIT 1.

---

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2023-2024 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

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

Section 1. Ordinance No. 3110 adopting the 2023-2024 biennial budget, passed by the City Council on December 6, 2022, and Ordinance No. 3129 and 3130 amending the 2023-2024 biennial budget, passed by the City Council on October 3, 2023, and Ordinance No. 3135 amending the biennial budget to recognize revenue and expenditure for Transportation Benefit District program and staffing, is hereby amended to recognize new and increased revenue sources, appropriate funds for projects and programs previously approved by Council, and make minor corrections identified throughout the biennium.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

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

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

CITY OF REDMOND

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL P. KENNY, CITY ATTORNEY

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

## EXHIBIT 1

### Summary of 2023-2024 Budget Adjustments

Fund Number	Fund Name	2023-2024 Adopted Budget (Ord 3110)	#1 Beginning Fund Balances Adjustment (Ord 3129)	#2 Clean-Up Adjustment (Ord 3130)	#3 Transportation Benefit District (Ord 3135)	#4A Solar Plus Energy Grant	#4B Eastside Climate Partnership ILA
100	General Fund	\$ 281,104,253	\$ -	\$ 966,750	\$ -	\$ 100,000	\$ 23,609
011	Arts Activity	750,907	167,399	-	-	-	-
012	Parks Maintenance & Operations	4,448,771	108,377	-	-	-	-
013	Community Events	1,243,403	82,869	-	-	-	-
019	Human Services Grant Fund	5,253,344	898,757	-	-	-	-
020	Fire Equipment Reserve	5,970,809	2,200,627	-	-	-	-
021	Operating Reserve	7,846,892	(36,629)	-	-	-	-
025	COVID Recovery Fund	313,593	-	-	-	-	-
027	Capital Replacement Reserve	11,253,196	175,610	-	-	-	-
030	Business Tax	6,556,013	2,971,216	-	-	-	-
031	Real Property Fund	13,661,011	(45,582)	-	-	-	-
035	Public Safety Levy Fund	10,102,614	347,287	-	-	-	-
037	Parks Levy Fund	6,703,241	215,392	-	-	-	-
095	Parks Maintenance Projects	2,354,225	161,588	-	-	-	-
096	Transportation Maintenance Project	11,872,944	4,832,177	(2,500,000)	2,192,432	-	-
099	General Governmental Maint	17,258,926	3,391,818	569,590	-	-	-
110	Recreation Activity	16,419,835	193,920	-	-	-	-
115	Development Review	10,501,630	(240,066)	-	-	-	-
117	Cable Access Fund	8,384,514	(25,183)	-	-	-	-
118	Operating Grants	625,412	91,280	-	-	-	-
122	Advanced Life Support	2,341,751	(2,174,992)	-	-	-	-
124	Fire Donations Fund	24,047,089	79,274	-	-	-	-
125	Real Estate Excise Tax	38,173,102	928,700	-	-	-	-
126	Drug Enforcement	32,704	1,640	-	-	-	-
131	Tourism (Hotel/Motel Tax)	1,769,325	27,452	-	-	-	-
140	Solid Waste Recycling	3,802,288	97,052	-	-	-	23,609
150	Transportation Benefit District			-	5,500,000	-	-
233	Non-Voted GO Bonds - Parks	12,124,311	27,314	-	-	-	-
315	Parks Capital Projects	50,804,051	6,880,139	39,401	-	-	-
316	Transportation Capital Project	57,869,857	20,029,027	4,270,000	-	-	-
319	General Governmental Capital	22,634,673	(1,432,374)	(550,000)	-	-	-
361	CFD 2014-1	6,830,878	-	-	-	-	-
362	CFD 2016-1	9,295,888	-	-	-	-	-
401	Water/Wastewater	111,634,126	1,597,113	-	-	-	-
402	UPD - Water/Wastewater	25,927,473	(55,091)	-	-	-	-
403	Water/Wastewater Capital Proj	28,870,554	5,982,759	-	-	-	-
404	Wastewater Capital Project	9,924,698	2,636,299	-	-	-	-
405	Stormwater Management	38,426,702	2,881,803	181,000	-	-	-
406	Stormwater Management Capital	49,041,912	7,350,524	-	-	-	-
407	UPD - Capital Projects	15,210,439	854,619	-	-	-	-
408	UPD Wastewater Capital Project	16,805,410	169,459	-	-	-	-
501	Fleet Maintenance	12,966,840	(393,250)	12,552	20,000	-	-
510	Insurance Claims & Reserves	6,993,307	648,044	(1,000)	-	-	-
511	Medical Self Insurance	37,823,262	759,163	-	-	-	-
512	Worker's Compensation	6,518,965	880,056	-	-	-	-
520	Information Technology	27,317,539	1,497,655	150,000	-	-	-
		<b>\$ 1,039,812,678</b>	<b>\$ 64,763,244</b>	<b>\$ 3,138,293</b>	<b>\$ 7,712,432</b>	<b>\$ 100,000</b>	<b>\$ 47,219</b>

Notes:

Ordinance #3110 establishing the 2023-2024 budget was approved by Council on December 6, 2022.

Ordinance #3129 amending the 2023-2024 budget was approved by Council on October 3, 2023.

Ordinance #3130 amending the 2023-2024 budget was approved by Council on October 3, 2023.

Ordinance #3135 amending the 2023-2024 budget was approved by Council on November 21, 2023.

## EXHIBIT 1

### Summary of 2023-2024 Budget Adjustment:

Fund Number	Fund Name	#4C Early Implementation Climate Planning Grant	#4D National Opioid Settlement	#4E Contribution for Electric Fire Engine	#4F Aegis Engineering Contract	#4G Emergency Management Performance Grant (EMPG)	#4H Wildland Fire
100	General Fund	\$ 66,100	\$ 371,958	\$ -	\$ 40,100	\$ 126,629	\$ 255,130
011	Arts Activity	-	-	-	-	-	-
012	Parks Maintenance & Operations	-	-	-	-	-	-
013	Community Events	-	-	-	-	-	-
019	Human Services Grant Fund	-	-	-	-	-	-
020	Fire Equipment Reserve	-	-	75,000	-	-	-
021	Operating Reserve	-	-	-	-	-	-
025	COVID Recovery Fund	-	-	-	-	-	-
027	Capital Replacement Reserve	-	-	-	-	-	-
030	Business Tax	-	-	-	-	-	-
031	Real Property Fund	-	-	-	-	-	-
035	Public Safety Levy Fund	-	-	-	-	-	-
037	Parks Levy Fund	-	-	-	-	-	-
095	Parks Maintenance Projects	-	-	-	-	-	-
096	Transportation Maintenance Project	-	-	-	-	-	-
099	General Governmental Maint	-	-	-	-	-	-
110	Recreation Activity	-	-	-	-	-	-
115	Development Review	-	-	-	-	-	-
117	Cable Access Fund	-	-	-	-	-	-
118	Operating Grants	-	-	-	-	-	-
122	Advanced Life Support	-	-	-	-	-	-
124	Fire Donations Fund	-	-	-	-	-	-
125	Real Estate Excise Tax	-	-	-	-	-	-
126	Drug Enforcement	-	-	-	-	-	-
131	Tourism (Hotel/Motel Tax)	-	-	-	-	-	-
140	Solid Waste Recycling	-	-	-	-	-	-
150	Transportation Benefit District	-	-	-	-	-	-
233	Non-Voted GO Bonds - Parks	-	-	-	-	-	-
315	Parks Capital Projects	-	-	-	-	-	-
316	Transportation Capital Project	-	-	-	-	-	-
319	General Governmental Capital	-	-	-	-	-	-
361	CFD 2014-1	-	-	-	-	-	-
362	CFD 2016-1	-	-	-	-	-	-
401	Water/Wastewater	-	-	-	-	-	-
402	UPD - Water/Wastewater	-	-	-	-	-	-
403	Water/Wastewater Capital Proj	-	-	-	-	-	-
404	Wastewater Capital Project	-	-	-	-	-	-
405	Stormwater Management	-	-	-	-	-	-
406	Stormwater Management Capital	-	-	-	-	-	-
407	UPD - Capital Projects	-	-	-	-	-	-
408	UPD Wastewater Capital Project	-	-	-	-	-	-
501	Fleet Maintenance	-	-	-	-	-	-
510	Insurance Claims & Reserves	-	-	-	-	-	-
511	Medical Self Insurance	-	-	-	-	-	-
512	Worker's Compensation	-	-	-	-	-	-
520	Information Technology	-	-	-	-	-	-
		<b>\$ 66,100</b>	<b>\$ 371,958</b>	<b>\$ 75,000</b>	<b>\$ 40,100</b>	<b>\$ 126,629</b>	<b>\$ 255,130</b>

Notes:

Ordinance #3110 establishing the 2023-2024 budget was approved by Council on December 6, 2022.

Ordinance #3129 amending the 2023-2024 budget was approved by Council on October 3, 2023.

Ordinance #3130 amending the 2023-2024 budget was approved by Council on October 3, 2023.

Ordinance #3135 amending the 2023-2024 budget was approved by Council on November 21, 2023.

## EXHIBIT 1

### Summary of 2023-2024 Budget Adjustment:

Fund Number	Fund Name	#4I GIS-FFIT Grant	#4J Economic Development National League	#4K Puget Sound Regional Council - SS4A Grant	#4L Redmond Senior & Community Center	Revised 2023-2024 Budget
100	General Fund	\$ 124,748	\$ 15,000	\$ 160,000	\$ -	\$ 283,354,278
011	Arts Activity	-	-	-	-	918,306
012	Parks Maintenance & Operations	-	-	-	-	4,557,148
013	Community Events	-	-	-	-	1,326,272
019	Human Services Grant Fund	-	-	-	-	6,152,101
020	Fire Equipment Reserve	-	-	-	-	8,246,436
021	Operating Reserve	-	-	-	-	7,810,263
025	COVID Recovery Fund	-	-	-	-	313,593
027	Capital Replacement Reserve	-	-	-	-	11,428,806
030	Business Tax	-	-	-	-	9,527,229
031	Real Property Fund	-	-	-	-	13,615,429
035	Public Safety Levy Fund	-	-	-	-	10,449,901
037	Parks Levy Fund	-	-	-	-	6,918,633
095	Parks Maintenance Projects	-	-	-	-	2,515,812
096	Transportation Maintenance Project	-	-	-	-	16,397,553
099	General Governmental Maint	-	-	-	-	21,220,334
110	Recreation Activity	-	-	-	-	16,613,755
115	Development Review	-	-	-	-	10,261,564
117	Cable Access Fund	-	-	-	-	8,359,331
118	Operating Grants	-	-	-	-	716,692
122	Advanced Life Support	-	-	-	-	166,759
124	Fire Donations Fund	-	-	-	-	24,126,364
125	Real Estate Excise Tax	-	-	-	-	39,101,802
126	Drug Enforcement	-	-	-	-	34,344
131	Tourism (Hotel/Motel Tax)	-	-	-	-	1,796,777
140	Solid Waste Recycling	-	-	-	-	3,922,949
150	Transportation Benefit District	-	-	-	-	5,500,000
233	Non-Voted GO Bonds - Parks	-	-	-	-	12,151,625
315	Parks Capital Projects	-	-	-	3,700,000	61,423,591
316	Transportation Capital Project	-	-	-	-	82,168,884
319	General Governmental Capital	-	-	-	-	20,652,299
361	CFD 2014-1	-	-	-	-	6,830,878
362	CFD 2016-1	-	-	-	-	9,295,888
401	Water/Wastewater	-	-	-	-	113,231,239
402	UPD - Water/Wastewater	-	-	-	-	25,872,382
403	Water/Wastewater Capital Proj	-	-	-	-	34,853,314
404	Wastewater Capital Project	-	-	-	-	12,560,997
405	Stormwater Management	-	-	-	-	41,489,505
406	Stormwater Management Capital	-	-	-	-	56,392,436
407	UPD - Capital Projects	-	-	-	-	16,065,058
408	UPD Wastewater Capital Project	-	-	-	-	16,974,869
501	Fleet Maintenance	-	-	-	-	12,606,142
510	Insurance Claims & Reserves	-	-	-	-	7,640,351
511	Medical Self Insurance	-	-	-	-	38,582,425
512	Worker's Compensation	-	-	-	-	7,399,021
520	Information Technology	-	-	-	-	28,965,194
		<b>\$ 124,748</b>	<b>\$ 15,000</b>	<b>\$ 160,000</b>	<b>\$ 3,700,000</b>	<b>\$ 1,120,508,531</b>

Notes:

Ordinance #3110 establishing the 2023-2024 budget was approved by Council on December 6, 2022.

Ordinance #3129 amending the 2023-2024 budget was approved by Council on October 3, 2023.

Ordinance #3130 amending the 2023-2024 budget was approved by Council on October 3, 2023.

Ordinance #3135 amending the 2023-2024 budget was approved by Council on November 21, 2023.





Memorandum

Date: 4/16/2024  
Meeting of: City Council

File No. AM No. 24-055  
Type: Public Hearing

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Odra Cardenas	Senior Planner

**TITLE:**

Public Hearing and Ordinance for the Rose Hill (NE 97<sup>th</sup> Street) Annexation Petition

- a. Ordinance No. 3165: An Ordinance of the City Of Redmond, Washington, Annexing 13.5 Acres in Unincorporated King County Generally Bounded on the West by the City Limits of Kirkland, and on the North, East, and South by the City Limits of Redmond, and Located Between 132nd Ave NE and NE 97th Street, and Requiring the Property to be Assessed and Taxed at the Same Rate and Same Basis as Other Properties Within the City, Applying Zoning, Providing for Severability, and Establishing an Effective Date

**OVERVIEW STATEMENT:**

City staff recommends that City Council hold a public hearing and then approve the annexation of the Rose Hill NE 97<sup>th</sup> street Potential Annexation Area immediately following the public hearing.

The City Council accepted the Notice of Intent to commence annexation proceedings on September 5, 2023. Since then, proponents have gathered the signatures of owners of more than 60%, by assessed value, of the territory for which the annexation is petitioned. The petition has been certified as sufficient by the King County Assessor. City staff transmitted materials to the Washington State Boundary Review Board for King County on February 21, 2024, commencing a 45-day review period by the Board. The Boundary Review Board approved the Notice of Intent to annex on April 8, 2024.

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

**REQUESTED ACTION:**

☐ Receive Information      ☐ Provide Direction      ☒ Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan Policies in the Annexation Element A-8 through A-17 call for the City to support annexation of designated potential annexation areas.
- **Required:**  
RCW 35A.14.130 establishes that when a sufficient petition is filed, the city council may consider it, fix a date for a public hearing, and provide notice specifying the time and place of the hearing to invite interested persons to appear and voice approval or disapproval of the annexation.  
RCW. 35A.14.140: following the hearing, if the City Council determines to effect the annexation, it shall do so by ordinance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
The proposal is located within the City of Redmond Potential Annexation Area (PAA). The area in the proposal is 13.5 acres and contains 13 parcels, of which 4 are vacant.  
The current population of the proposed annexation is estimated to be 20 residents in 8 dwelling units (7 single family units and 1 mobile home).

The annexation was initiated through the 60% Direct Petition method under RCW 35A.14.120 through .150.

- The City Council accepted the Notice of Intent to Annex this Potential Annexation Area on September 5, 2023.
- After the Notice of Intent to Annex was accepted, the proponent gathered signatures of the owners of more than sixty percent, by assessed value, of the proposed annexation.
- The petition was certified as sufficient by the King County Assessors on February 13, 2024.
- The Boundary Review Board for King County received the Notice of Intention to Annex by the City on February 21, 2024, and has accepted the Notice of Intention.
- City Council set the date for the public hearing for April 16, 2024 (RCW 35A.14.130)

After the public hearing, the City Council will decide on whether to approve the annexation (RCW 35A.14.140). If Council approves to annex the territory, city staff will provide various notifications and materials as provided by state law.

#### **OUTCOMES:**

The City Council will receive testimony from the public concerning the proposed annexation. After the public hearing the City Council can take final action on the annexation.

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

- **Timeline (previous or planned):**  
The proponent conducted outreach to the property owners of the Potential Annexation Area to gather signatures for the petition in January of 2024. As stated in the Redmond Municipal Code 1.16.030 staff mailed the notice of the public hearing to all owners of real property within the annexation area and within 500 feet of the annexation 21 days before the public hearing date (March 26, 2024). The public hearing was also published in the Seattle Times on March 26, 2024. The proponent posted three public notice boards in the territory proposed for annexation 21 days before the public hearing.
- **Outreach Methods and Results:**

The proponent circulated the petition among the property owners by mail. The petition was signed by owners of 85% of the property value in the area, computed according to the assessed valuation of the property in the proposed annexation area. Public notice was mailed to property owners, published in the local newspaper, and posted in the territory to be annexed.

- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Staff time to process the annexation is budgeted in the Community and Economic Development offer, which has a total value of \$4,616,401.

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

**Budget Offer Number:**

0000040

**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
8/2/2023	Committee of the Whole - Planning and Public Works	Provide Direction
9/5/2023	Special Meeting	Approve
3/5/2024	Committee of the Whole - Planning and Public Works	Provide Direction
3/19/2024	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

If the annexation is adopted by City Council, the ordinance will have an effective date of July 1, 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the City Council declines to accept the annexation, the initiating parties have no right of appeal. The property owners maintain the right to file another petition at any time.

**ATTACHMENTS:**

Attachment A: Direct Petition  
Attachment B: King County Certificate of Sufficiency  
Attachment C: Vicinity Map  
Attachment D: Financial Analysis  
Attachment E: Ordinance

## Direct Petition for NE 97<sup>th</sup> street (Rose Hill) Annexation

I/We, the undersigned, being the owners of the real property lying contiguous to the City of Redmond, Washington herein depicted on **Exhibit A** and legally described in **Exhibit B**, do hereby petition that such territory be annexed to and made a part of the City of Redmond.

I/We understand that this petition must be signed by the owners of not less than sixty (60) percent in value, according to the assessed valuation for general taxation purposes, of the property described in **Exhibit B** in order for that property to be annexed.

I/We understand and agree to accept our proportionate share of the City of Redmond's outstanding indebtedness. I/We also understand and agree that the property proposed for annexation will be zoned as provided in the City of Redmond Comprehensive Plan and zoning ordinance, with much of the property being zoned R-5, single family urban.

I/We also understand and agree that the property proposed for annexation shall be subject to the Redmond Comprehensive Plan and the subsequent proceeding pursuant thereto.

**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

1. NAME: **Mike Wierleski**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: 13209 NE 97th Street, Redmond, WA 98033-5249

Tax Lot Number: 032505-9160

2. NAME: **Suresh Kumar Buddhavarapu or Venkata Ramana Buddhavarapu**  
(please circle name of person signing)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: 9548 132nd Ave NE, Redmond, WA 98033-5298

Tax Lot Number: 032505-9155

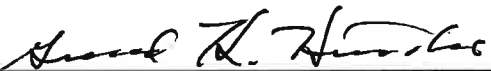
3. NAME: **Apurva Dalia or Parul Dalia**  
(please circle name of person signing)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: 9534 132nd Ave NE, Redmond, WA 98033-5298  
Tax Lot Number: 032505-9051


4. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24  
ADDRESS: N/A  
Tax Lot Number: 032505-9134

5. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24  
ADDRESS: N/A  
Tax Lot Number: 032505-9039

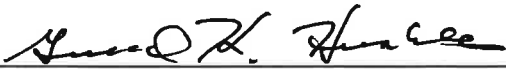
6. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24  
ADDRESS: 13255 NE 97th Street, Redmond, WA 98033-5249  
Tax Lot Number: 032505-9045

7. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24  
ADDRESS: N/A  
Tax Lot Number: 032505-9052

8. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24

ADDRESS: N/A

Tax Lot Number: 032505-9108


9. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24

ADDRESS: 9521 134th Place NE, Redmond, WA 98033-5260

Tax Lot Number: 032505-9053

10. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE:  DATE: 1-12-24

ADDRESS: 9561 134th Place NE, Redmond, WA 98033-5260

Tax Lot Number: 032505-9082

11. NAME: **Gerald K. Hirschler**

SIGNATURE:  DATE: 1-12-24

ADDRESS: 9348 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9087

12. NAME: **Denis Trapido**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: 9334 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9257

13. NAME: **Petko Vasilev or Joanna Podgoetsky**  
(please circle name of person signing)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: 9336 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9093

8. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: N/A

Tax Lot Number: 032505-9108

9. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9521 134th Place NE, Redmond, WA 98033-5260

Tax Lot Number: 032505-9053

10. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9561 134th Place NE, Redmond, WA 98033-5260

Tax Lot Number: 032505-9082

11. NAME: **Gerald K. Hirschler**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9348 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9087

12. NAME: **Denis Trapido**

SIGNATURE:  \_\_\_\_\_

DATE: 1/26/2024

ADDRESS: 9334 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9257

13. NAME: **Petko Vasilev or Joanna Podgoetsky**  
(please circle name of person signing)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9336 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9093



8. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: N/A

Tax Lot Number: 032505-9108

9. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9521 134th Place NE, Redmond, WA 98033-5260

Tax Lot Number: 032505-9053

10. NAME: **Gerald K. Hirschler, as Trustee of The Gerald K. Hirschler Living Trust under Declaration of Trust dated November 12, 1991**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9561 134th Place NE, Redmond, WA 98033-5260

Tax Lot Number: 032505-9082

11. NAME: **Gerald K. Hirschler**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9348 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9087

12. NAME: **Denis Trapido**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: 9334 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9257

13. NAME: **Petko Vasilev or Joanna Podgoetsky**  
(please circle name of person signing)

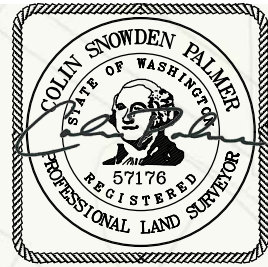
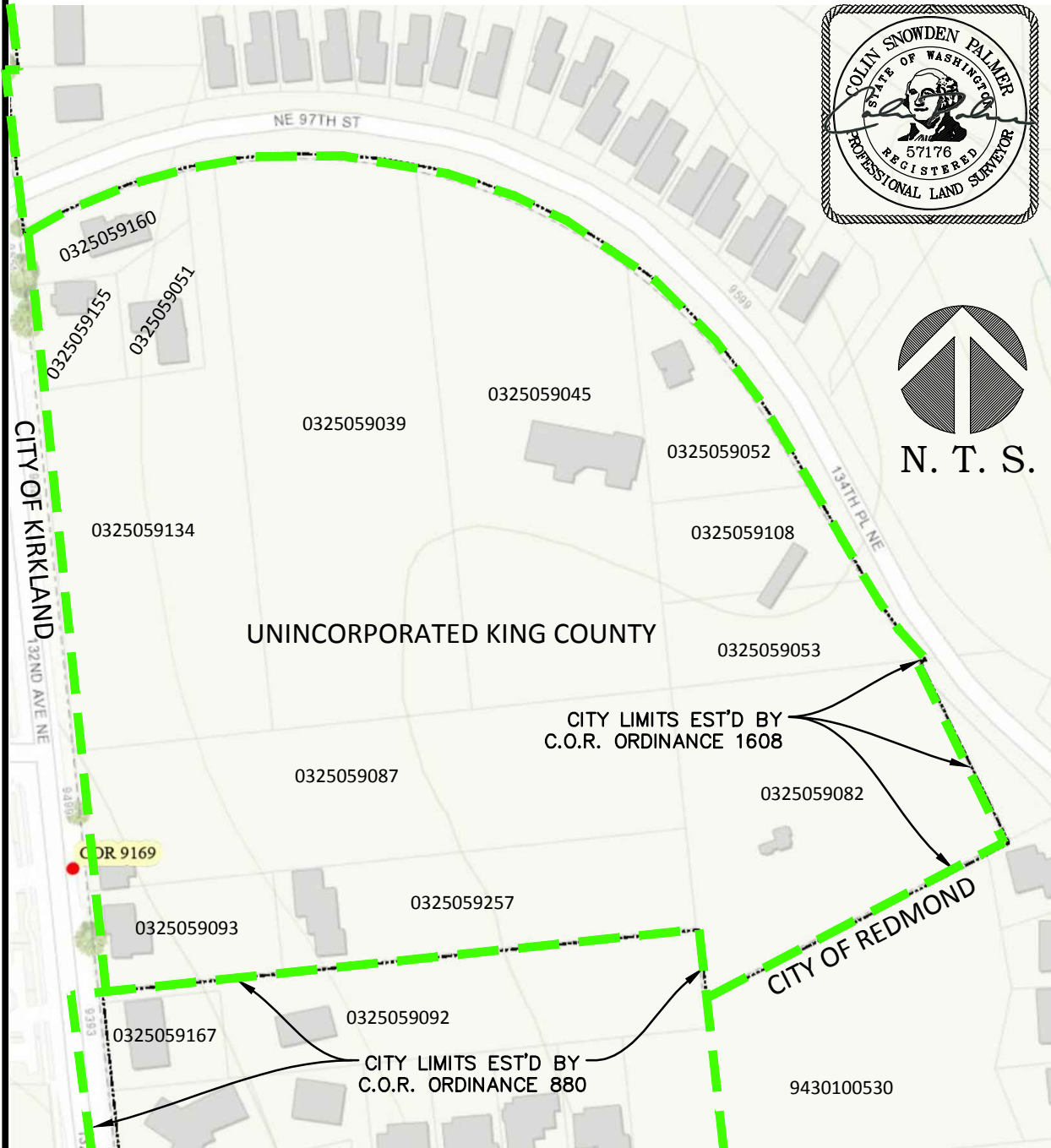
SIGNATURE: Petko Vasilev

DATE: 1/23/24

ADDRESS: 9336 132nd Ave NE, Redmond, WA 98052-6426

Tax Lot Number: 032505-9093

# EXHIBIT "A"



## ANNEXATION EXHIBIT

HIRSCHLER PROJECT  
KIRKLAND, WA 98033

JOB NO. 231866  
DATE: 12/06/23

# TERRANE

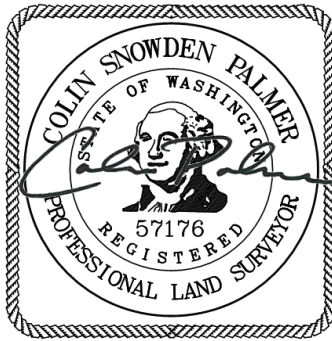
10801 Main Street, Suite 102  
Bellevue, WA 98004  
p: 425-458-4488 | e: info@terrane.net

## EXHIBIT B

### LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LYING NORTH AND WEST OF THE CITY LIMITS ESTABLISHED BY CITY OF REDMOND ORDINANCES 880 AND 1608, WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF 134<sup>TH</sup> PLACE NE, SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 97<sup>TH</sup> STREET, AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF 132<sup>ND</sup> AVE NE.





## Frequently Asked Questions about Annexation

Prepared for you by City of Redmond Planning Department



### Taxes & Fees

#### Will my taxes increase because of annexation?

The table below compares property taxes levied in unincorporated King County vs. within Redmond city limits.

2023 Tax Rate Comparisons	Unincorporated	City of Redmond
State School Fund	2.31104	2.31104
(King) County	1.09023	1.09023
Port	0.09429	0.09429
(King County) Road	1.24031	0
School	2.15080	2.15080
Fire	0.84137	0
Hospital	0.18890	0.18890
Library	0.26223	0.26223
EMS	0.20922	0.20922
Flood	0.06717	0.06717
Sound Transit	0.15576	0.15576
(Redmond) City	0	0.81014
<b>Total</b>	<b>8.61132</b>	<b>7.33978</b>

*Note: the City and County assess stormwater fees differently, and the City assesses utility taxes whereas the County does not.*

#### Bonded Indebtedness

The city has no Unlimited Tax General Obligation Bonds (UTGO) that are paid for by an excess property tax levy. Nor do we have a Local Improvement District that would encompass that part of the city.



### Home Address

#### Will my address change as a result of annexation?

If you currently have a home address in Redmond, there will be no change. If you have a Kirkland address, the Post Office will change the city and zip.



### Streets and Sidewalks

#### Will the streets and sidewalks in the neighborhood change because of annexation?

The City of Redmond consistently applies a method to determine the need for signals and stop signs across the city. The City maintains transportation plans to ensure rational, fair and orderly improvements to the transportation infrastructure. This includes streets, sidewalks, signals, and signs.



### Emergency and General Services

#### Will emergency services change because of annexation?

Fire/Emergency medical service will continue to be provided by Redmond Fire/Fire District 34. Police protection will change from King County Sheriff to the Redmond Police Department.

**Who will issue permits and licenses?**

The City of Redmond issues permits such as building permits and business licenses.

**Voting****Will my political representation change?**

You will continue to vote for a King County council member. You will be able to vote for Redmond mayor and all city council positions.

**Septic Systems and Sanitary Sewer****After annexation, will the City of Redmond require existing homes with working septic systems to be connected to sanitary sewer?**

The Public Works Director has the authority to require properties to connect to the sanitary sewer system if they are within 200 feet of the pipe even if a property's septic system is working. For at least the last 20 years, it has not been the City's practice to exercise that authority. There is currently no indication that the practice will change.

**After annexation, will the City of Redmond allow a property owner to repair a failing septic system?**

The King County Board of Health is the lead agency for septic repairs, and they would decide whether a septic system can be repaired. In these cases, the Board of Health typically contacts the City to determine if sewer is available. If it is available, the Board of Health would most likely not permit the repair and the property owner would need to work through Redmond to connect to the sewer. If sewer is not available, the King County Board of Health would work with the property owner to repair the septic system if feasible.

**Who can I contact if I have more questions?**

Odra Cardenas (425) 556-2414

[ocardenas@redmond.gov](mailto:ocardenas@redmond.gov)

## Direct Petition for NE 97<sup>th</sup> street (Rose Hill) Annexation

I/We, the undersigned, being the owners of the real property lying contiguous to the City of Redmond, Washington herein depicted on **Exhibit A** and legally described in **Exhibit B**, do hereby petition that such territory be annexed to and made a part of the City of Redmond.

I/We understand that this petition must be signed by the owners of not less than sixty (60) percent in value, according to the assessed valuation for general taxation purposes, of the property described in **Exhibit B** in order for that property to be annexed.

I/We understand and agree to accept our proportionate share of the City of Redmond's outstanding indebtedness. I/We also understand and agree that the property proposed for annexation will be zoned as provided in the City of Redmond Comprehensive Plan and zoning ordinance, with much of the property being zoned R-5, single family urban.

I/We also understand and agree that the property proposed for annexation shall be subject to the Redmond Comprehensive Plan and the subsequent proceeding pursuant thereto.

**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

1. NAME: **Mike Wierleski**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: 13209 NE 97th Street, Redmond, WA 98033-5249  
Tax Lot Number: 032505-9160

2. NAME: **Suresh Kumar Buddhavarapu or Venkata Ramana Buddhavarapu**  
(please circle name of person signing)

SIGNATURE:  DATE: 01/30/2024  
ADDRESS: 9548 132nd Ave NE, Redmond, WA 98033-5298  
Tax Lot Number: 032505-9155



## King County

Department of Assessments

Accounting Division

201 S. Jackson Street KSC-AS-0708

Seattle, WA 98104

(206) 263-2308 FAX (206) 296-0106

Email: [assessor.info@kingcounty.gov](mailto:assessor.info@kingcounty.gov)

<http://www.kingcounty.gov/assessor/>

**John Wilson**

*Assessor*

## ANNEXATION PETITION CERTIFICATION

THIS IS TO CERTIFY that the petition submitted February 1, 2024, to the King County Department of Assessments by Odra Cardenas, Planner with City of Redmond, supporting annexation of the property described in the NE 97<sup>th</sup> Street (Rose Hill) Annexation of Petition Agreement has been examined, the property taxpayers, tax parcel numbers, and assessed values of each property listed thereon carefully compared with the King County tax roll records, and as a result of such examination, found to be sufficient under the provisions of the Revised Code of Washington, Section 35A.01.040.

The Department of Assessments has not verified that the signatures on the petition are valid through comparison with any record of actual signatures, nor that the signatures were obtained or submitted in an appropriated timeframe and this document does not certify such to be the case.

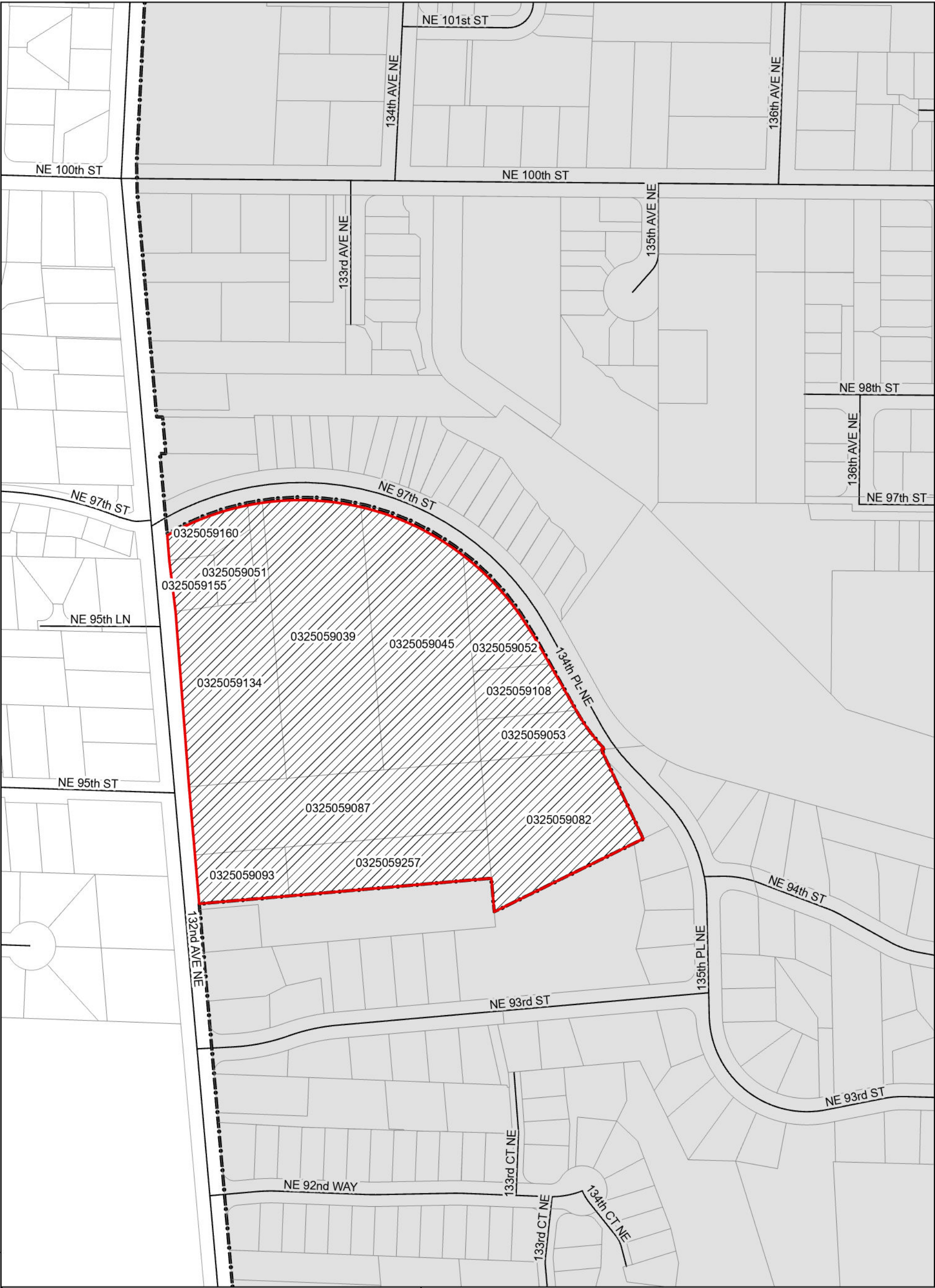
Dated this 12<sup>th</sup> day of February 2024

*John Wilson*

John Wilson (Feb 12, 2024 22:06 EST)

John Wilson, King County Assessor





**NE 97th Street  
Annexation Area**  
Vicinity map

0 1 2 4  
Miles



**Legend**

- Annexation Boundary
- Parcel

- City Limit
- Centerline



Date: 2/26/2024



## **Revenues/Expenditures Planning Data**

### **1. Estimate City expenditures.**

The proposed annexation is not expected to result in a significant increase in city expenditures due to its very small size.

### **2. Estimate City revenues to be gained.**

The city estimates \$9,188 revenues to be gained by this annexation based on the 2024 property tax for the city.

### **3. Estimate County revenues lost.**

The city estimates \$15,182 revenues to be lost by this annexation based on the 2024 property tax for roads.

### **4. Estimate County expenditure reduction**

The proposed annexation is not expected to make a significant reduction in county expenditures due to its very small size.

### **5. Estimate fire district revenue lost**

The city estimates \$10,658 revenues to be lost as a result of this annexation based on the 2024 property tax for fire. King County Fire District 34 currently serves the area. Redmond Fire Department provides service to this area under contract with Fire District 34.

### **6. Estimate fire district expenditure reduction**

The proposed annexation is not expected to make a significant reduction in fire district expenditures due to its very small size.

NON-CODE

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

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ANNEXING 13.5 ACRES IN UNINCORPORATED KING COUNTY GENERALLY BOUNDED ON THE WEST BY THE CITY LIMITS OF KIRKLAND, AND ON THE NORTH, EAST, AND SOUTH BY THE CITY LIMITS OF REDMOND, AND LOCATED BETWEEN 132<sup>ND</sup> AVE NE AND NE 97<sup>TH</sup> STREET, AND REQUIRING THE PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND SAME BASIS AS OTHER PROPERTIES WITHIN THE CITY, APPLYING ZONING, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, the portion of unincorporated King County that is generally bounded on the west by the City of Kirkland and 132<sup>nd</sup> Avenue NE and on the north, east and south by the City limits of Redmond, is one of Redmond's Potential Annexation Areas as identified by King County Countywide Planning Policies; and

WHEREAS, on July 19<sup>th</sup>, 2023, the City of Redmond received a complete Notice of Intent requesting annexation of the portion of unincorporated land described above; and

WHEREAS, on September 5, 2023, the Redmond City Council approved a motion to accept the Notice of Intent to Annex and authorized the circulation of a direct petition to annex the area hereafter referred to as the Rose Hill NE 97<sup>th</sup> street Annexation; and

WHEREAS, the City Council's motion made no changes to the proposed geographic area of the annexation and states that the zoning upon annexation will be R-5 and that the newly annexed areas will be required to accept its equitable share of the City's bonded indebtedness; and

WHEREAS, the King County Assessor's Office certified the sufficiency of the direct petition on February 12, 2024; and

WHEREAS, the Notice of Intent was signed by owners of property representing 85% in taxable assessed valuation for the area to be annexed; and

WHEREAS, Redmond staff provided Notice of Intention to annex the area legally described on the petition to the Washington State Boundary Review Board (BRB) for King County on February 21, 2024; and

WHEREAS, on April 8<sup>th</sup>, 2024, the BRB deemed the action approved (BRB File No. 2418); and

WHEREAS, it is the policy of the City of Redmond to support the annexation of land in its Potential Annexation Areas as documented in the Redmond Comprehensive Plan; and

WHEREAS, annexing the property of the Rose Hill NE 97<sup>th</sup> street Annexation advances City policy and responds to property owner requests; and

WHEREAS, the City Council held a public hearing on the proposed annexation on April 16<sup>th</sup>, 2024, and at the conclusion of

said hearing, determined that the property should be annexed, subject to the conditions identified when the City Council accepted the Notice of Intent.

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

Section 1.      Annexation.      That certain 13.5 acres of unincorporated King County that is generally bounded on the west by 132<sup>nd</sup> Avenue NE and on the north, east, and south by the city limits of Redmond, legally described on page 1 of Exhibit 1, and depicted in the map attached in Exhibit 2, is hereby annexed and made part of the City of Redmond.

Section 2.      Zoning.      Zoning for the Rose Hill NE 97<sup>th</sup> street Annexation shall be in conformance with the Comprehensive Plan and adopted pre-annexation zoning, which is R-5 (five dwellings per gross acre) pursuant to RZC 21.04.020.E.

Section 3.      Indebtedness.      Pursuant of the terms of the annexation petition, all property within the territory annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Section 4.      Duties of Planning Staff.      Planning staff are hereby directed to file a certified copy of this ordinance together with the attached Exhibits 1 and 2, with the King County Council.

Planning staff are directed to file the annexation certificate provided for in 35A.14.700 with the Office of Financial Management within thirty (30) days of the effective date of the annexation. Planning staff are directed to complete all other administrative tasks required by law to cause the annexation to become effective.

Section 5.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6.      Effective date.      This ordinance shall become effective on July 1st, 2024, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

CITY OF REDMOND:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL P. KENNY CITY ATTORNEY

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

EXHIBIT 1

LEGAL DESCRIPTION

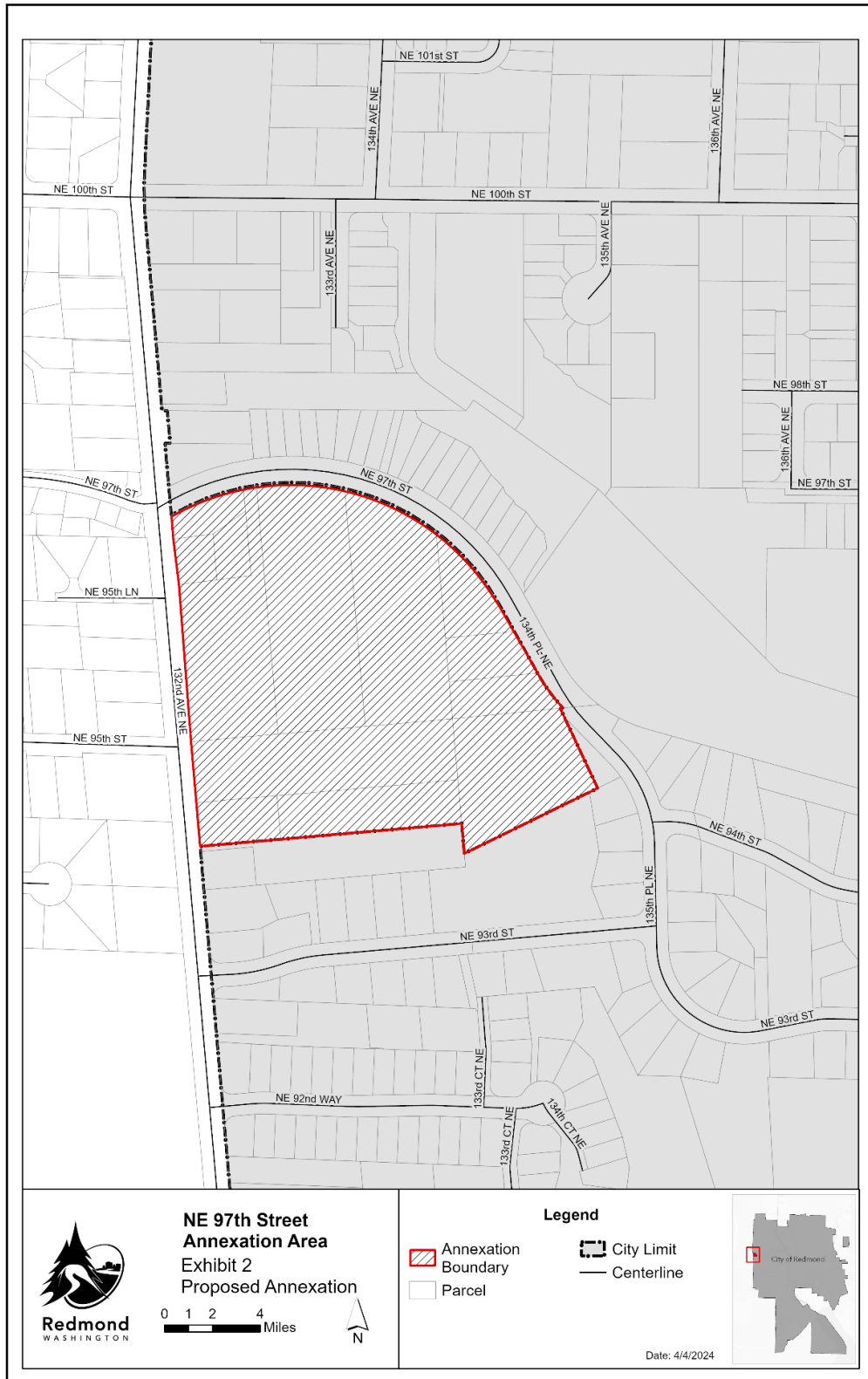
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LYING NORTH AND WEST OF THE CITY LIMITS ESTABLISHED BY CITY OF REDMOND ORDINANCES 880 AND 1608, WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF 134<sup>TH</sup> PLACE NE, SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NE 97<sup>TH</sup> STREET, AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF 132<sup>ND</sup> AVE NE.



12/14/23

EXHIBIT 2







## Memorandum

**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** AM No. 24-056  
**Type:** Staff Report

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

Executive	Malisa Files	425-556-2166
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**DEPARTMENT STAFF:**

Executive	Amy Tsai	Chief Policy Advisor
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**TITLE:**

Sound Transit 2 Line Update

**OVERVIEW STATEMENT:**

Sound Transit will present an overview of the 2 Line and details about the East side opening event scheduled for April 27, 2024.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Sound Transit will present an overview of the 2 Line, with a special focus on the opening celebration for the East side on April 27.

Sound Transit is building a voter-approved system that when complete will stretch from Everett to Tacoma. Sound Transit staff will present the history of the 2 Line and sequencing for opening the remainder of the voter-approved system.

In the fall of 2022, as the 2 Line experienced significant I-90 construction delays, regional stakeholders expressed

interest in opening the East side segment of the 2 Line. The Sound Transit Board approved the East side starter line, and opening day for the celebration will be April 27. Ribbon cutting will occur at the Bellevue Downtown station at 10:00am.

The remainder of the Sound Transit presentation will describe the events expected at each of the stations for April 27. City of Redmond staff will provide a brief overview of the booths and activities that the City of Redmond has planned for Overlake Village Station and Redmond Technology Station.

**OUTCOMES:**

Councilmembers will have an opportunity to learn more about the 2 Line and what to expect for Opening Day events.

**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
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Presentation

***2 Line Update  
City of Redmond  
Council Study Session***

***4/16/2024***



# ***Why we'll cover today:***

## ***What's Coming:***

- East Link & the 2 Line
  - Project overview and background
  - Project sequencing
- Let's Celebrate!
  - Spring 2024 Activation



# ***What's Coming: East Link and the 2 Line***



## Voter-approved system

### Link light rail 1 2 3 4 T

- Five lines
- 116 miles
- 83 stations

### Sounder trains N S

- Two lines
- 91 miles
- 14 stations

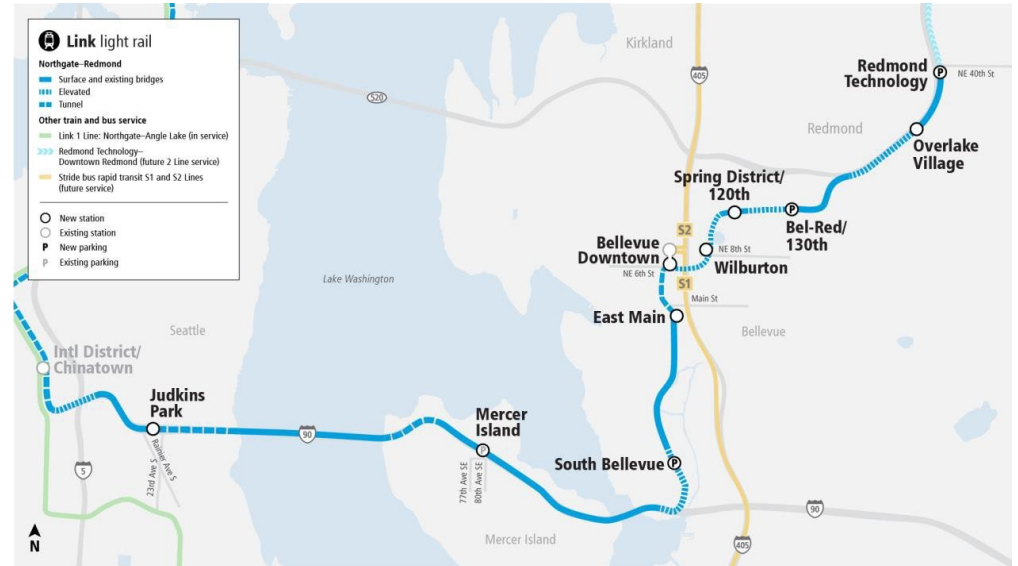
### Stride bus rapid transit S1 S2 S3

- Three lines
- 45 miles on I-405 and SR 522
- Serving 12 cities and connecting to light rail in Shoreline, Lynnwood, Bellevue, and Tukwila

# East Link

## Full Extension Plans:

- 14 miles, 10 stations
- 43,00-52,000 daily riders
- **Full Opening: 2025**



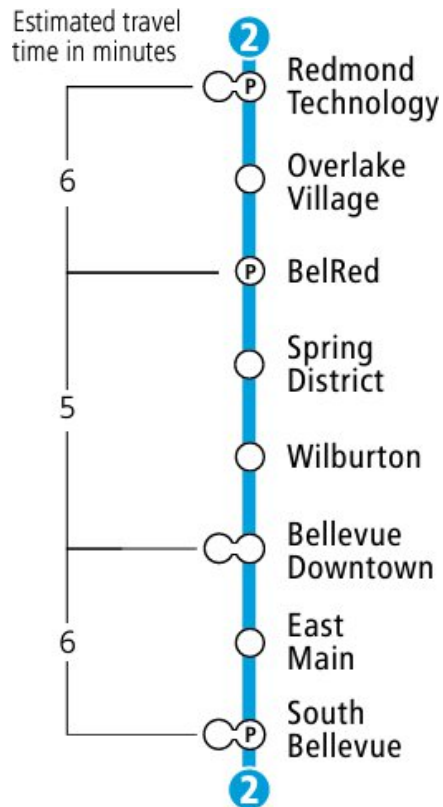
## East Link Starter Line

- 7 miles, 8 stations
- Board Approval of 2024 Service Plan
- Estimated daily riders: 6,000
- **Opening: April 27, 2024**





# Operating hours and headways



- Link trains will arrive every 10 minutes
- Trains will operate from 5:30am to 9:30pm, 7 days a week
- Approximately 17 minutes from S. Bellevue to Redmond Technology Station
- 2 car trains
- All stations are ADA accessible



## 2024 System overview

- 1 Line to Lynnwood
- 2 Line on the Eastside

- 1 Line to Lynnwood is on schedule to open in summer/fall 2024
- 2 Line will open **April 27, 2024**  
\*Will operate out of OMF East

# Project Sequencing 2024-2026

## Sequencing of Link project openings:

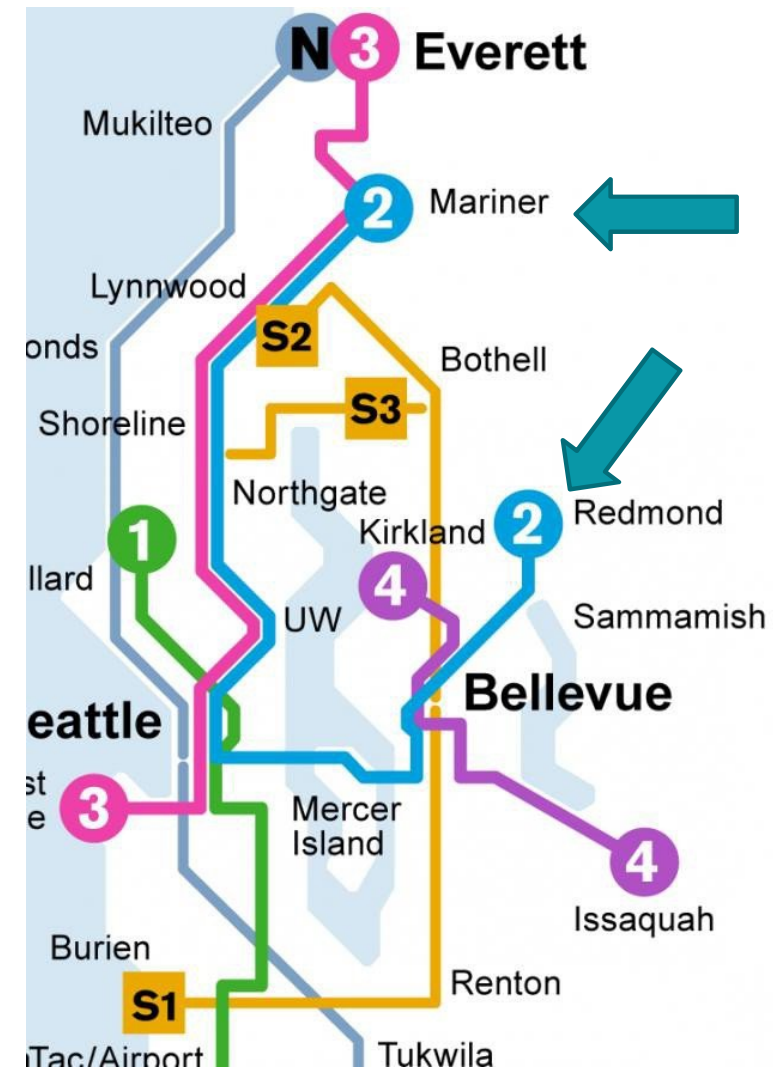


- **ELSL:** East Link Starter Line
- **LLE:** Lynnwood Link Extension
- **DRLE:** Downtown Redmond Link Extension
- **ELE I90:** East Link Extension across I-90
- **FWLE:** Federal Way Link Extension

## *East Link is now 2 Line!*

### *Switching our Vocabulary: East Link will be the 2 Line*

- Overall operations and wayfinding
- East Link = project name
- 2 Line = rider experience



# Let's Celebrate!

1. An interactive public experience that showcases the community and welcomes people into the stations
2. Public ribbon-cutting event at one station on opening morning that kicks off revenue service
3. Events at each station through the Community Event Fund or Paid/In-Kind Sponsorships that celebrate our stations, trains and the communities they serve.

# Ribbon Cutting Ceremony

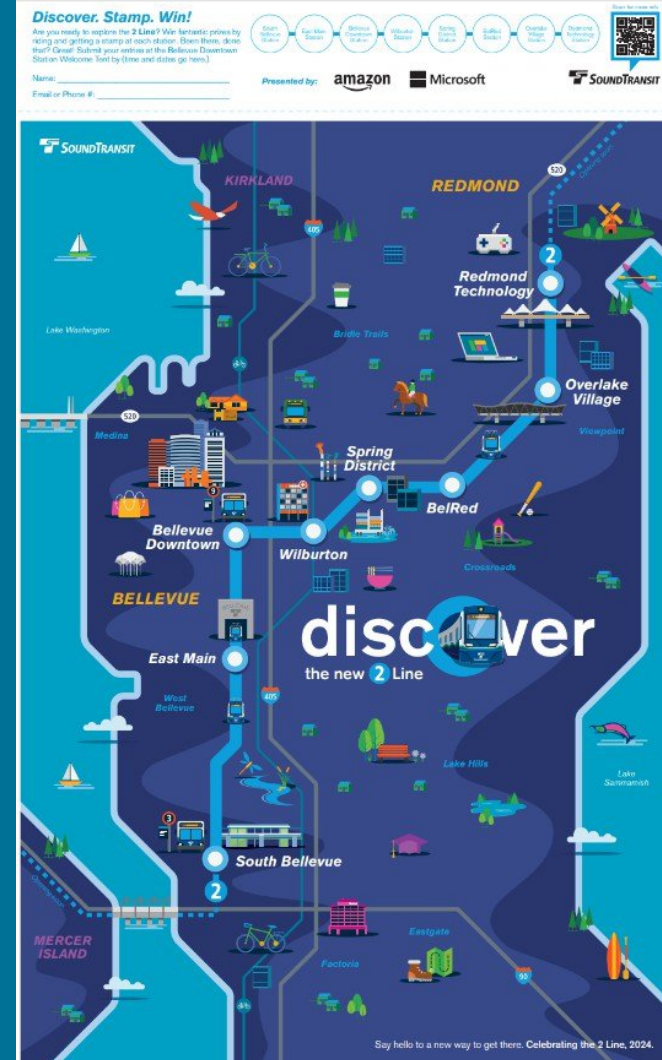
- 10 a.m. Speaking program prior to revenue service
- At Bellevue Downtown Station selected based on selection criteria
- Audience: elected officials, board members, stakeholders, contractors, employees and the general public
- Ribbon-cutting kicks off 2 Line service at ~11 a.m.
- Fun train arrival moment on platform and passengers will be first on new service





# Discover.Stamp.Win.

- Commemorative Opening Day Map
- Activity encouraging people to visit all eight stations
- Big prizes for ~20 winners









# Station Activations



Move  
Redmond





# *City of Redmond Activities*



Thank you.



 [soundtransit.org](https://soundtransit.org)





# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 4/16/2024  
**Meeting of:** City Council

**File No.** SPC 24-025  
**Type:** Executive Session

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Potential Litigation [RCW 42.30.110(1)(i)] - 20 minutes

City of Redmond  
Payroll Check Approval Register  
Pay period: 3/16 - 3/31/2024  
Check Date: 4/10/2024

Check Total:	\$ 52,623.09
Direct Deposit Total:	\$ 2,533,264.95
Wires & Electronic Funds Transfers:	\$ 1,613,933.61
Grand Total:	<u>\$ 4,199,821.65</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 **188187** through **188200** ,  
Direct deposits numbered **164449** through **165177** , and  
Electronic Fund transfers **1694** through **1699**  
are approved for payment in the amount of **\$4,199,821.65**  
on this **16 day of April 2024**.

Note:

Check print Diedra Maher - 188185  
Check print Cameron Balazic - 188186

City of Redmond  
Payroll Final Check List  
Pay period: 3/16 - 3/31/2024  
Check Date: 4/10/2024

Total Checks and Direct deposit:	\$ 3,710,804.84
Wire Wilmington Trust RICS (MEBT):	\$ 489,016.81
Grand Total:	<u>\$ 4,199,821.65</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