

City of Redmond



Agenda

Regular Business Meeting

Tuesday, February 16, 2021

7:00 PM

**Remote Viewing: [Redmond.gov/rctlive](https://redmond.gov/rctlive), Facebook (@CityofRedmond),
Comcast Channel 21, Ziply Channel 34, or listen at 510-335-7371**

City Council

Mayor

Angela Birney

Councilmembers

Tanika Kumar Padhye, President

Jeralee Anderson, Vice-President

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. SPECIAL ORDERS OF THE DAY**II. ITEMS FROM THE AUDIENCE**

Please contact the Clerk's Office at cityclerk@redmond.gov to provide comment. Please label written public comment as "Items from the Audience" (500 word limit) or verbal comment at the time of the meeting is available by contacting the Clerk's Office for coordination by 3 p.m. on February 16th

III. CONSENT AGENDA**A. Consent Agenda**

1. Approval of the Minutes: February 2, 2021, Regular Business Meeting, and February 9, 2021, Special Meeting (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

[Regular Meeting Minutes of February 2, 2021](#)

[Special Meeting Minutes of February 9, 2021](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

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

[Payroll Check Approval Register, February 10, 2021](#)

[Check Approval Register, February 16, 2021](#)

3. [**AM No. 21-024**](#) Adoption of Ordinances for the Redmond Zoning and Municipal Code - Annual Cleanup

a. Ordinance No. 3028: An Ordinance of the City of Redmond, Washington, Amending the Redmond Zoning Code to Address Clarity and Conciseness of the Code, Ensure Accuracy Between Code Sections and References, and Account for New Conditions Necessary Due to Updates in City, State, and Federal Regulations, Providing for Severability and Establishing an Effective Date

b. Ordinance No. 3029: An Ordinance of the City of Redmond, Washington, Amending Section 3.10.030 Definitions of the Redmond Municipal Code to Add Definitions of "Dwelling Unit," Multi-Family Dwelling Unit, and Single-Family Dwelling Unit, Providing for Severability and Establishing an Effective Date

c. Ordinance No. 3030: An Ordinance of the City of Redmond, Washington, Amending Chapter 3.38 Multifamily Housing Property Tax Exemption of the Redmond Municipal Code to Define and Reference Area Median Income, Providing for Severability and Establishing an Effective Date

d. Ordinance No. 3031: An Ordinance of the City of Redmond, Washington, Amending Chapter 13.06 Stormwater Management Code of the Redmond Municipal Code to Make Minor Corrections and Changes to References, Providing for Severability and Establishing an Effective Date

e. Ordinance No. 3032: An Ordinance of the City of Redmond, Washington, Amending Subsection 13.07.100(A)(1) Wellhead Protection Performance Standards of the Redmond Municipal Code to Make Minor Corrections And Changes, Providing For Severability and Establishing an Effective Date

(Planning)

[Attachment A: Planning Commission's November 18, 2020 Report and Recommendation](#)

[Attachment B: Final Issues Matrix](#)

[Attachment C: Ordinance Amending Sections and Subsections of the Redmond Zoning Code](#)

[Attachment D: Ordinance Amending RMC Title 3 Revenue and Finance 3.10](#)

[Attachment E: Ordinance Amending RMC Title 3 Revenue and Finance Chapter 3.38](#)

[Attachment F: Ordinance Amending RMC Title 13 Water and Sewers Chapter 13.06](#)

[Attachment G: Ordinance Amending RMC Title 13 Water and Sewers Chapter 13.07](#)

4. [AM No. 21-025](#)

Award of Bid to Redtail, LLC, in the Amount of \$1,915,770, for the Willows Road Culvert Replacement Project

(Public Works)

[Attachment A: Vicinity Map](#)[Attachment B: Bid Tab](#)

5. [AM No.
21-026](#)

Adoption of an Ordinance Updating Multiple Sections of the Redmond Municipal Code as it Relates to the Business Licensing Program

a. Ordinance No. 3033: An Ordinance of the City of Redmond, Washington, Amending RMC Sections 5.04.030, 5.04.040, 5.04.045, 5.04.050, 5.04.060, 5.04.070, 5.04.080, 5.04.084, 5.04.085, 5.04.090, 5.04.100, 5.04.130, 5.04.140, 5.05.020, 5.08.020, 5.10.010, 5.12.020, 5.12.030, 5.16.010, 5.20.020, 5.22.020, 5.36.030, 5.52.040, 5.56.020, 5.60.030, 5.68.070, 5.75.030, 5.80.030, and 12.14.030 to Adopt Updates to Align Terminology; Add New Definitions and Language; Update Required Reporting Method; Revise Structure of Penalty for Late Payment; Update List of Master Event and Exempted Special Events for the City of Redmond; Update Language to Accommodate Business Licensing Service Processes; and Update Language to Clarify License Types Administered by the City of Redmond Based on the Partnership Entered with the Washington State Department of Revenue Business Licensing Service for the Administration of the City's General Business License Program as Required by RCW 35.90, Municipal Business Licensing, Effective March 18, 2021

(Parks/Finance)

[Attachment A: Ordinance](#)

6. [AM No.
21-027](#)

Acceptance of King County Flood Control District (KCFCD) - 2020 Flood Reduction Grant in the Amount of \$175,000 for the Willows Road Culvert Replacements Project, No. 20021715

(Public Works)

[Attachment A: Grant Agreement](#)[Attachment B: Project Map](#)

7. [AM No. 21-028](#) Confirmation of the Design Review Board Candidate Appointments
(Executive)

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

Please contact the Clerk's Office at cityclerk@redmond.gov to provide comment. Please label written public comment as "Public Hearing" (500 word limit) or verbal comment at the time of the meeting is available by contacting the Clerk's Office for coordination by 3 p.m. on February 16th

1. [AM No. 21-029](#) Hold a Public Hearing and Adopt an Ordinance Vacating a Portion of NE 70th Street Right-of-Way Lying West of 176th Avenue NE and East of the Western Terminus of NE 70th Street

a. Ordinance No. 3034: An Ordinance of the City of Redmond, Washington, Vacating a Portion of NE 70th Street Located West of 176th Avenue NE and East of the West Terminus of NE 70th Street, Subject to Reservation of Easements; Establishing the Compensation to Be Paid for Such Vacation; Directing that a Copy of this Ordinance be Recorded with the King County Recorder's Office; and Setting an Effective Date
(Planning/Finance)

[Attachment A: Supplemental Information](#)

[Attachment B: ROW Vacation Petition](#)

[Attachment C: Ordinance](#)

[Attachment C, Exhibit A: Legal Description](#)

[Attachment C, Exhibit B: NE 70th Street Future Dedication](#)

B. Reports

1. Staff Reports

- a. [AM No. 21-030](#) 2020 COVID Response Funding Report

(Planning/Finance)

[Attachment A: 2020 Grant Recap](#)

[Attachment B: Sampling of Grant Recipient Appreciation](#)

[Attachment C: CARES Final Expenditures Report](#)

2. Ombudsperson Report

Padhye

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. [AM No. 21-031](#) Approval of a Contract with DBecker Consulting, LLC, in the Amount of \$494,750 for Owner's Representative Services for the Redmond Senior and Community Center
(Public Works)

[Attachment A: Consultant Agreement](#)

[Attachment B: Presentation](#)

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 2/16/2021

Meeting of: City Council

File No. SPC 21-013

Type: Minutes

Approval of the Minutes: February 2, 2021, Regular Business Meeting, and February 9, 2021, Special Meeting (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held remotely. Council members present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Padhye.

SPECIAL ORDERS OF THE DAY

- A. PRESENTATION:** King County Updates from King County Council Chair Claudia Balducci

King County Council Chair Claudia Balducci reported regarding updates for 2020 and 2021 and responded to Councilmember inquiries.

- B. PROCLAMATION:** Black History Month: February 2021

Mayor Birney read the Black History Month proclamation into the record.

- C. COVID-19 Update**

Mayor Birney reported to the Members of the Council regarding city operations and addressing COVID-19.

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time.

The following person commented regarding sustainability action plan strategies: David Morton.

There being no one else requesting to provide comment, Mayor Birney closed Items from the Audience at this time.

CONSENT AGENDA

- MOTION:** Councilmember Padhye moved to approve the Consent Agenda. The motion was seconded by Councilmember Carson.

1. Approval of the Minutes: January 19, 2021, Regular Business Meeting, and January 19 and 26, 2021, Special Meetings
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#186577 through #186590
#107956 through #108666
#1271 through #1275

\$3,652,209.67

CLAIMS CHECKS:

#431226 through #431444

\$2,657,528.91

3. AM No. 21-020: Approval of an Interlocal Agreement for the Provision of District Court Services between King County and the City of Redmond
4. AM No. 21-021¹: Approval of an Interlocal Agreement Between King County and the City of Redmond for Misdemeanor Jail Services
5. AM No. 21-022: Approval of the ADA Facilities Transition Plan

VOTE: The motion passed (7 - 0).

ITEMS REMOVED FROM THE CONSENT AGENDA

4. AM No. 21-021: Approval of an Interlocal Agreement Between King County and the City of Redmond for Misdemeanor Jail Services

MOTION: Councilmember Carson moved to approve the Consent Agenda. The motion was seconded by Councilmember Khan.

VOTE: The motion passed (6 - 1) with Councilmember Khan in opposition.

¹ This item was removed at the time of the meeting and addressed separately.

HEARINGS AND REPORTS

STAFF REPORT

a. AM No. 21-023: TMP Update - Outreach Summary and Policy Considerations

Carol Helland, Director of Planning and Community Development, introduced this item. Jeff Churchill, Long-Range Planning Manager, and Tam Kutzmark, Senior Planner, provided a report to the Members of the Council and responded to Councilmember inquiries.

OMBUDSPERSON REPORT

Councilmember Carson reported receiving resident contact regarding: Postal Service mailboxes.

Councilmember Padhye reported receiving resident contacts regarding: the ARCH website; distrust of first responders; and mobility issues.

Councilmember Kritzer reported receiving resident contact regarding: living conditions at Imagine Housing and the homelessness crisis.

Councilmember Forsythe reported receiving resident contacts regarding: the senior center and a check-in with Second Story Reparatory.

Councilmember Anderson reported receiving resident contact regarding: Puget Sound Energy outage.

Councilmember Fields reported receiving resident contact regarding: harassing store employees and ways to keep them safe.

COMMITTEE REPORTS

Councilmember Forsythe provided the following committee reports:

- Eastrail.

Councilmember Kritzer provided the following committee report:

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

Councilmember Padhye provided the following committee reports:

- OneRedmond Governmental Affairs; and

February 2, 2021

- Affordable Housing Committee.

ADJOURNMENT

The regular meeting adjourned at 8:22 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: February 16, 2021

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Mayor Birney at 6:30 p.m. The meeting was held remotely. Council members present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Kritzer and Padhye. Councilmember Khan was absent from the meeting.

The purpose of the special meeting was to interview candidates for the Design Review Board.

David Lee, staff liaison for the Design Review Board, introduced Josiah Cline and Ana Cisneros as candidates for the Design Review Board.

Each candidate spoke to their background, interest in the work of the board, and responded to Councilmember questions.

Discussion ensued regarding greatest strength to bring to the Design Review Board; aesthetic; favorite building; design approaches to growth; diversity in building types; and the importance of the Design Review Board for the City.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:58 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: February 16, 2021



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. SPC 21-014
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 1/01 - 1/31/2021
Check Date: 1/31/2021

| | |
|-------------------------------------|--------------------|
| Check Total: | \$ - |
| Direct Deposit Total: | \$ 9,391.32 |
| Wires & Electronic Funds Transfers: | \$ (145.51) |
| Grand Total: | <u>\$ 9,245.81</u> |

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

All Checks numbered through ,
Direct deposits numbered **108667** through **108673** , and
Electronic Fund transfers **1276** through **1276**
are approved for payment in the amount of **\$9,245.81**
on this **16th day of February 2021**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 1/01 - 1/31/2021
Check Date: 1/31/2021

| | |
|------------------------------------|--------------------|
| Total Checks and Direct deposit: | \$ 9,887.40 |
| Wire Wilmington Trust RICS (MEBT): | \$ (641.59) |
| Grand Total: | <u>\$ 9,245.81</u> |

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

Finance Director, City of Redmond
Redmond, Washington

pyChkLst

01/27/2021

11:19AM

Payroll Final Check List

CITY OF REDMOND

Page: 1

01/01/2021 to 01/31/2021- Type 1 Cycle m

Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|------------------------------|-----------|------------|---------------------|-----------|----------------|
| 108667 | 1/29/2021 | 047395 | ANDERSON, JERALEE L | 0.00 | 1,339.65 |
| 108668 | 1/29/2021 | 038878 | CARSON, DAVID M | 0.00 | 1,290.30 |
| 108669 | 1/29/2021 | 047396 | FIELDS, STEVEN J | 0.00 | 1,286.91 |
| 108670 | 1/29/2021 | 047769 | FORSYTHE, JESSICA | 0.00 | 245.33 |
| 108671 | 1/29/2021 | 047775 | KHAN, VARISHA | 0.00 | 1,427.05 |
| 108672 | 1/29/2021 | 047768 | KRITZER, VANESSA | 0.00 | 2,505.43 |
| 108673 | 1/29/2021 | 047264 | PADHYE, TANIKA K | 0.00 | 1,296.65 |
| Employee Check Totals | | | | 0.00 | 9,391.32 |
| Bank dirdep Totals (7 Forms) | | | | 0.00 | 9,391.32 |

pyChkLst
01/27/2021 11:19AM

Payroll Final Check List
CITY OF REDMOND

Page: 2

01/01/2021 to 01/31/2021- Type 1 Cycle m

Bank: eft - KEY BANK

Benefit Checks

| Check # | Date | Payee # | Name | Check Amt | Direct Deposit |
|---------------------------|-----------|---------|--------------------------------|-----------|----------------|
| 1276 | 1/29/2021 | 026 | ELECTRONIC FEDERAL TAX PAYMENT | 496.08 | 0.00 |
| Total | | | | 496.08 | 0.00 |
| Payee Totals | | | | 496.08 | 0.00 |
| Bank eft Totals (1 Forms) | | | | 496.08 | 0.00 |
| Grand Total | | | | 496.08 | 9,391.32 |

Next Step: Account Posting (AP)

Pay Period is Open (Locked)

Totals Checks and Direct Deposit (8 Forms) 9,887.40

pyChkLst

01/27/2021

11:19AM

Payroll Final Check List

CITY OF REDMOND

Page: 3

01/01/2021 to 01/31/2021- Type 1 Cycle m

Source pay period:

No Pending Benefit Checks

*Doc source:**Banded code:**Fund:***Check Total:**

pyChkLst
01/27/2021 11:19AM

Payroll Final Check List
CITY OF REDMOND
01/01/2021 to 01/31/2021- Type 1 Cycle m

Page: 4

Employee Gender Statistics

| | |
|-----------------------------|----------|
| Number of males paid | 2 |
| Number of females paid | 5 |
| Total Employees Paid | 7 |

City of Redmond
Payroll Check Approval Register
Pay period: 1/16 - 1/31/2021
Check Date: 02/10/2021

| | |
|-------------------------------------|------------------------|
| Check Total: | \$ 37,636.04 |
| Direct Deposit Total: | \$ 2,057,831.54 |
| Wires & Electronic Funds Transfers: | \$ 1,372,871.61 |
| Grand Total: | <u>\$ 3,468,339.19</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 **186591** through **186600** ,
Direct deposits numbered **108674** through **109383** , and
Electronic Fund transfers **1277** through **1281**
are approved for payment in the amount of **\$3,468,339.19**
on this **16 day of February 2021**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 1/16 - 1/31/2021
Check Date: 02/10/2021

| | |
|------------------------------------|------------------------|
| Total Checks and Direct deposit: | \$ 3,069,414.79 |
| Wire Wilmington Trust RICS (MEBT): | \$ 398,924.40 |
| Grand Total: | <u>\$ 3,468,339.19</u> |

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

Finance Director, City of Redmond
Redmond, Washington

pyChkLst

02/08/2021

3:02PM

Payroll Final Check List

Page: 1

CITY OF REDMOND

01/16/2021 to 01/31/2021- Type 1 Cycle s

Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|-----------------------------------|-----------|----------------|
| 108674 | 2/10/2021 | 047493 | BALSER, TYLER K | 0.00 | 2,656.25 |
| 108675 | 2/10/2021 | 047774 | BIEGEL, KALLI R | 0.00 | 2,267.24 |
| 108676 | 2/10/2021 | 047122 | BIRNEY, ANGELA E ✓ | 0.00 | 4,063.40 |
| 108677 | 2/10/2021 | 046987 | BOUWMAN, SARA L | 0.00 | 2,351.37 |
| 108678 | 2/10/2021 | 046739 | BREWER, JUSTIN S | 0.00 | 3,124.12 |
| 108679 | 2/10/2021 | 002236 | CORNWELL, CHIP J - merit bonus | 0.00 | 4,433.30 |
| 108680 | 2/10/2021 | 047627 | CROSS, CHARLIANN K | 0.00 | 2,451.52 |
| 108681 | 2/10/2021 | 047377 | DELARME, BRANT R | 0.00 | 2,511.91 |
| 108682 | 2/10/2021 | 024749 | KEOGH, TERESA R | 0.00 | 1,702.19 |
| 108683 | 2/10/2021 | 047292 | LALOR, JACQUELINE M - merit bonus | 0.00 | 7,305.56 |
| 108684 | 2/10/2021 | 047789 | LYBECK, JENNY | 0.00 | 2,514.06 |
| 108685 | 2/10/2021 | 041692 | MAHER, LISA A | 0.00 | 3,772.91 |
| 108686 | 2/10/2021 | 047314 | MCKEE, SHELLY S | 0.00 | 2,246.41 |
| 108687 | 2/10/2021 | 047362 | MUELLER, REBECCA L | 0.00 | 3,658.39 |
| 108688 | 2/10/2021 | 047770 | PESHTAZ, PALWASHAA | 0.00 | 3,779.26 |
| 108689 | 2/10/2021 | 002641 | RIVKIN, NINA S ✓ | 0.00 | 4,468.65 |
| 108690 | 2/10/2021 | 002711 | SMITH, JILL E - merit bonus | 0.00 | 7,162.88 |
| 108691 | 2/10/2021 | 046874 | SMITH, SARA L | 0.00 | 2,285.29 |
| 108692 | 2/10/2021 | 002719 | SNOW, STEFANIE H | 0.00 | 1,370.37 |
| 108693 | 2/10/2021 | 047123 | VAN RY, ANIKA C | 0.00 | 2,494.66 |
| 108694 | 2/10/2021 | 046804 | XANTHOS, CHERYL D | 0.00 | 3,061.11 |
| 108695 | 2/10/2021 | 038392 | AYERS, MICHELE R | 0.00 | 1,959.31 |
| 108696 | 2/10/2021 | 002004 | BARKER, THERESA | 0.00 | 1,271.43 |
| 108697 | 2/10/2021 | 047174 | ELSOM, JULIANA R | 0.00 | 3,248.38 |
| 108698 | 2/10/2021 | 047732 | FRAZZINI, JEFFREY A | 0.00 | 1,729.65 |
| 108699 | 2/10/2021 | 047658 | FREELAND, BRADLEY JAY ✓ | 0.00 | 4,024.27 |
| 108700 | 2/10/2021 | 047616 | GLAGOLEVA, ALLA V | 0.00 | 1,582.73 |
| 108701 | 2/10/2021 | 036500 | HERMOSO, NIDA V - merit bonus | 0.00 | 5,618.46 |
| 108702 | 2/10/2021 | 039540 | HULSKAMP, GLORIA | 0.00 | 2,593.67 |
| 108703 | 2/10/2021 | 046735 | MATUZOVA, EKATERINA | 0.00 | 2,176.03 |
| 108704 | 2/10/2021 | 046303 | VIOLANTE, NANCY M | 0.00 | 184.07 |
| 108705 | 2/10/2021 | 038183 | WOO, SIU FUN STEPHANIE | 0.00 | 2,760.83 |
| 108706 | 2/10/2021 | 040623 | BANSCHBACH, IRENE F | 0.00 | 2,761.57 |
| 108707 | 2/10/2021 | 002019 | FILES, MALISA W ✓ | 0.00 | 5,151.44 |
| 108708 | 2/10/2021 | 042236 | FONG, KALE | 0.00 | 2,380.40 |
| 108709 | 2/10/2021 | 042177 | MORGAN, JESSICA RUTH | 0.00 | 1,770.97 |
| 108710 | 2/10/2021 | 002010 | COCHRAN, KELLEY K ✓ | 0.00 | 5,036.35 |
| 108711 | 2/10/2021 | 041411 | EDWARDSSEN, RYAN M | 0.00 | 3,583.08 |

pyChkLst

02/08/2021

3:02PM

Payroll Final Check List

CITY OF REDMOND

Page: 2

01/16/2021 to 01/31/2021- Type 1 Cycle s

Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|--|-----------|----------------|
| 108712 | 2/10/2021 | 044879 | FLYNN, MARISSA V | 0.00 | 3,058.90 |
| 108713 | 2/10/2021 | 047646 | HONMA, DOUGLAS K | 0.00 | 3,194.16 |
| 108714 | 2/10/2021 | 047125 | NARRA, HARITHA | 0.00 | 3,117.59 |
| 108715 | 2/10/2021 | 047631 | RELLER, CHRISTINA R | 0.00 | 2,876.68 |
| 108716 | 2/10/2021 | 002828 | YEAGER, SANDRA B | 0.00 | 838.62 |
| 108717 | 2/10/2021 | 047575 | COMETTO, LUCAS M | 0.00 | 2,552.84 |
| 108718 | 2/10/2021 | 047365 | KERANOVA, DEBBIE K | 0.00 | 3,479.63 |
| 108719 | 2/10/2021 | 047366 | O'SULLIVAN, ADAM G | 0.00 | 2,416.86 |
| 108720 | 2/10/2021 | 047765 | STENERSON, AUDREY R | 0.00 | 2,125.04 |
| 108721 | 2/10/2021 | 047051 | FANI, JUDITH A | 0.00 | 2,406.18 |
| 108722 | 2/10/2021 | 002505 | MARPERT, TERENCE C | 0.00 | 3,638.37 |
| 108723 | 2/10/2021 | 047561 | BARRANS, ERIC | 0.00 | 1,661.66 |
| 108724 | 2/10/2021 | 047760 | BUDIATI SZKUTNIK, RIZKA | 0.00 | 1,586.87 |
| 108725 | 2/10/2021 | 047254 | OSKIERKO, TAMERA A | 0.00 | 2,561.74 |
| 108726 | 2/10/2021 | 045707 | UBEZZI, MARIA T | 0.00 | 2,677.59 |
| 108727 | 2/10/2021 | 042243 | BARRETT, BRIAN SAMUEL | 0.00 | 3,756.35 |
| 108728 | 2/10/2021 | 047822 | BENNETT, JUDSON G | 0.00 | 491.57 |
| 108729 | 2/10/2021 | 047512 | BROWN, ANGELA B | 0.00 | 1,680.58 |
| 108730 | 2/10/2021 | 047819 | CARROLL, JEFFREY B | 0.00 | 2,255.54 |
| 108731 | 2/10/2021 | 047814 | CHAMBERLIN, JARED K | 0.00 | 2,302.53 |
| 108732 | 2/10/2021 | 047121 | CHEN, ERIC CHAO-HUEI | 0.00 | 1,766.04 |
| 108733 | 2/10/2021 | 002821 | DELOACH, DAWN MICHELLE | 0.00 | 2,257.87 |
| 108734 | 2/10/2021 | 002276 | DUONG, TRUNG T | 0.00 | 3,397.20 |
| 108735 | 2/10/2021 | 047820 | FIEBIG, INGRID L | 0.00 | 2,186.04 |
| 108736 | 2/10/2021 | 031439 | FREEMAN, CALEB D ✓ - OT | 0.00 | 4,520.12 |
| 108737 | 2/10/2021 | 002331 | GIESEKE, RICHARD E ✓ - Acting Pay | 0.00 | 4,567.04 |
| 108738 | 2/10/2021 | 036380 | HAWKINS, CHRISTOPHER LANG - OT, Stand By Pay | 0.00 | 5,674.87 |
| 108739 | 2/10/2021 | 038207 | HEAD, ALEX G | 0.00 | 2,584.86 |
| 108740 | 2/10/2021 | 047334 | HOOPER, PATRICIA J | 0.00 | 3,729.95 |
| 108741 | 2/10/2021 | 046949 | HOWLAND, SARAH J | 0.00 | 1,984.16 |
| 108742 | 2/10/2021 | 047357 | KARLSSON, MIA M | 0.00 | 1,733.28 |
| 108743 | 2/10/2021 | 002465 | LANGTON, THOMAS F ✓ | 0.00 | 5,162.44 |
| 108744 | 2/10/2021 | 007277 | LYONS, BILLY M | 0.00 | 3,520.48 |
| 108745 | 2/10/2021 | 047213 | MARSHALL, AUSTIN W | 0.00 | 4,476.74 |
| 108746 | 2/10/2021 | 047817 | MCNEAL, ISAIAH T | 0.00 | 2,243.29 |
| 108747 | 2/10/2021 | 046992 | MILLER, AARON C | 0.00 | 3,074.22 |
| 108748 | 2/10/2021 | 047824 | MOHNKERN, NICHOLAS J | 0.00 | 2,349.14 |
| 108749 | 2/10/2021 | 031253 | MOORHEAD, AMY JO | 0.00 | 3,792.88 |

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Payroll Final Check List

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|------------------------------------|-----------|----------------|
| 108750 | 2/10/2021 | 037028 | MULLINAX, ADAM E | 0.00 | 3,317.38 |
| 108751 | 2/10/2021 | 002567 | NOBLE, STANLEY D | 0.00 | 3,958.78 |
| 108752 | 2/10/2021 | 046566 | OLSON, JANEEN R | 0.00 | 2,916.03 |
| 108753 | 2/10/2021 | 047816 | ORUOJA, ERIK | 0.00 | 1,637.57 |
| 108754 | 2/10/2021 | 047821 | PHILLIPS, KALIEGHE A | 0.00 | 2,186.04 |
| 108755 | 2/10/2021 | 002646 | ROBILLARD, BRIAN C | 0.00 | 3,926.53 |
| 108756 | 2/10/2021 | 047815 | SEGO, JACOB DANIEL | 0.00 | 1,796.90 |
| 108757 | 2/10/2021 | 002692 | SHORT, TODD E | 0.00 | 4,895.11 |
| 108758 | 2/10/2021 | 036399 | SIMON, JOHN KARL | 0.00 | 3,143.23 |
| 108759 | 2/10/2021 | 002709 | SMITH, GARY E | 0.00 | 4,192.10 |
| 108760 | 2/10/2021 | 047519 | SPICKLER, ERIC R | 0.00 | 4,012.78 |
| 108761 | 2/10/2021 | 002755 | TAYLOR, BRIAN S | 0.00 | 3,272.92 |
| 108762 | 2/10/2021 | 002775 | TOLES, GEORGE N | 0.00 | 3,632.02 |
| 108763 | 2/10/2021 | 002789 | TURNER, CHARLES S | 0.00 | 4,020.83 |
| 108764 | 2/10/2021 | 047210 | WALSH, DYLAN K - OT | 0.00 | 5,272.99 |
| 108765 | 2/10/2021 | 033248 | WHITNEY, JAMES EDWIN | 0.00 | 3,860.83 |
| 108766 | 2/10/2021 | 002829 | YOON, BRIAN C | 0.00 | 3,156.43 |
| 108768 | 2/10/2021 | 002831 | YOST, DANAA - OT | 0.00 | 5,682.51 |
| 108767 | 2/10/2021 | 002834 | ZAPFFE, CARL R | 0.00 | 379.76 |
| 108769 | 2/10/2021 | 047491 | AARON, JOHN-CARLOS D | 0.00 | 2,425.05 |
| 108770 | 2/10/2021 | 002079 | ALEXANDER, JASON W | 0.00 | 4,460.54 |
| 108771 | 2/10/2021 | 002094 | ANDERSON, TODD P - OT / Acting Pay | 0.00 | 5,975.36 |
| 108772 | 2/10/2021 | 002163 | BOYLAN, CHRISTOPHER J | 0.00 | 3,692.76 |
| 108773 | 2/10/2021 | 047489 | BUTLER, ANDREW B | 0.00 | 2,230.84 |
| 108774 | 2/10/2021 | 002245 | CROWE, JEFF C | 0.00 | 2,917.40 |
| 108775 | 2/10/2021 | 002275 | DUNN, PATRICK K - OT | 0.00 | 6,207.71 |
| 108776 | 2/10/2021 | 046967 | DYGERT, EBEN E | 0.00 | 3,352.33 |
| 108777 | 2/10/2021 | 002284 | ELERICK, JAMES H | 0.00 | 2,350.94 |
| 108778 | 2/10/2021 | 047205 | ERCHINGER, REICHLE S | 0.00 | 2,910.49 |
| 108779 | 2/10/2021 | 002297 | FENNELL, NATHAN R | 0.00 | 3,240.09 |
| 108780 | 2/10/2021 | 041563 | FREI, JOSHUA ADAM | 0.00 | 3,840.14 |
| 108781 | 2/10/2021 | 002317 | FREYMUTH, MARK A - OT | 0.00 | 6,010.37 |
| 108782 | 2/10/2021 | 002347 | GOUDZWAARD, MICHAEL J - OT | 0.00 | 4,925.95 |
| 108783 | 2/10/2021 | 002366 | HAGER, DANIEL L | 0.00 | 3,657.53 |
| 108784 | 2/10/2021 | 002415 | JOHANSSON, DAVID K | 0.00 | 4,375.69 |
| 108785 | 2/10/2021 | 047718 | KESSELRING, QUINN C | 0.00 | 2,146.93 |
| 108786 | 2/10/2021 | 036439 | MANCHIK, SERGEY Y | 0.00 | 3,337.48 |
| 108787 | 2/10/2021 | 002529 | MEEK, KEVIN T | 0.00 | 3,085.01 |

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01/16/2021 to 01/31/2021- Type 1 Cycle s

Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|-----------------------------|-----------|----------------|
| 108788 | 2/10/2021 | 047067 | MEZZONE, CHRIS A | 0.00 | 3,584.16 |
| 108789 | 2/10/2021 | 034908 | MORRIS, COY MICHAEL | 0.00 | 2,820.73 |
| 108790 | 2/10/2021 | 047352 | O'CONNELL, SHANE D | 0.00 | 2,198.77 |
| 108791 | 2/10/2021 | 002577 | ODELL JR, JAMES C | 0.00 | 4,328.10 |
| 108792 | 2/10/2021 | 047353 | PACKARD, CAMERON R | 0.00 | 3,846.81 |
| 108793 | 2/10/2021 | 046964 | PARNELL, TYLER L | 0.00 | 2,753.49 |
| 108794 | 2/10/2021 | 038199 | PEDEFERRI, AARON J | 0.00 | 2,801.81 |
| 108795 | 2/10/2021 | 038219 | PEEPLES, JOSHUA DAVID | 0.00 | 3,822.40 |
| 108796 | 2/10/2021 | 034910 | PETERSON, MATTHEW W | 0.00 | 3,767.73 |
| 108797 | 2/10/2021 | 047071 | PIERCE, BRANDON R | 0.00 | 4,060.57 |
| 108798 | 2/10/2021 | 002612 | POFF, JEFFREY R | 0.00 | 4,036.02 |
| 108799 | 2/10/2021 | 002616 | PRIEBE, WILLIAM R | 0.00 | 3,683.13 |
| 108800 | 2/10/2021 | 034693 | SCHEAFFER, DOUGLAS KENRIC | 0.00 | 2,769.05 |
| 108801 | 2/10/2021 | 002701 | SINCLAIR, RICK M | 0.00 | 3,641.54 |
| 108802 | 2/10/2021 | 047517 | STEWART, ROBERT J | 0.00 | 2,435.38 |
| 108803 | 2/10/2021 | 047209 | SWIFT, JOEL M | 0.00 | 2,858.24 |
| 108804 | 2/10/2021 | 047074 | TETERIN, ARTEM S | 0.00 | 3,573.39 |
| 108805 | 2/10/2021 | 002763 | THOMAS, SCOTT A | 0.00 | 3,285.53 |
| 108806 | 2/10/2021 | 047355 | VALENTA, JARED J | 0.00 | 3,710.69 |
| 108807 | 2/10/2021 | 047080 | VILADAS, JORDI C | 0.00 | 4,141.48 |
| 108808 | 2/10/2021 | 046842 | WHITE, JOSEPH G | 0.00 | 3,094.67 |
| 108809 | 2/10/2021 | 038201 | ATKINSON, JOHN PAUL | 0.00 | 4,216.57 |
| 108810 | 2/10/2021 | 047076 | BAKKE, MICHAEL D | 0.00 | 3,069.13 |
| 108811 | 2/10/2021 | 002150 | BLACK, JACOB O | 0.00 | 3,708.00 |
| 108812 | 2/10/2021 | 046969 | BURNETT, W NATHANIEL | 0.00 | 2,261.93 |
| 108813 | 2/10/2021 | 002187 | BYRUM, DAVID K | 0.00 | 3,769.48 |
| 108814 | 2/10/2021 | 046968 | CONNER, MATTHEW C | 0.00 | 3,177.77 |
| 108815 | 2/10/2021 | 002255 | DAVIS, SHARON L - OT | 0.00 | 4,745.84 |
| 108816 | 2/10/2021 | 047487 | DEES, NICHOLAS R | 0.00 | 2,392.07 |
| 108817 | 2/10/2021 | 047065 | DOWNS, ELIZABETH S - OT | 0.00 | 4,548.58 |
| 108818 | 2/10/2021 | 047721 | FOLLETT, MATTHEW R | 0.00 | 3,779.43 |
| 108819 | 2/10/2021 | 002329 | GENGO, STEVAN M - OT | 0.00 | 5,587.00 |
| 108820 | 2/10/2021 | 002360 | GUENTHER, STEPHEN C | 0.00 | 3,517.89 |
| 108821 | 2/10/2021 | 038211 | HALLIFAX, ALISON LAUREN | 0.00 | 2,988.39 |
| 108822 | 2/10/2021 | 042555 | HARDING, NOAH S | 0.00 | 2,190.67 |
| 108823 | 2/10/2021 | 046841 | HOLTHENRICHS, JOSHUA R - OT | 0.00 | 5,260.91 |
| 108824 | 2/10/2021 | 034689 | HOUGHTON JR, TERRANCE DALE | 0.00 | 3,841.36 |
| 108825 | 2/10/2021 | 047823 | JACKSON, DANIEL J | 0.00 | 2,107.96 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|---------------------------------------|-----------|----------------|
| 108826 | 2/10/2021 | 002453 | KNIGHT, DAVID M | 0.00 | 4,359.93 |
| 108827 | 2/10/2021 | 046965 | LANCASTER II, JERRY E - OT | 0.00 | 4,829.88 |
| 108828 | 2/10/2021 | 002492 | LOWRY, SHAWN T - OT | 0.00 | 4,614.72 |
| 108829 | 2/10/2021 | 047484 | MANNING, SUNSHINE S | 0.00 | 2,606.74 |
| 108830 | 2/10/2021 | 037032 | MORRISON, TODD MICHAEL | 0.00 | 3,914.72 |
| 108831 | 2/10/2021 | 033418 | NELSON, MATTHEW L | 0.00 | 3,639.95 |
| 108832 | 2/10/2021 | 041573 | NORTON, THOMAS BENJAMIN | 0.00 | 4,252.14 |
| 108833 | 2/10/2021 | 047244 | OLSON, JEFFREY J | 0.00 | 2,920.92 |
| 108834 | 2/10/2021 | 002583 | OSBORNE, ISRAEL Z | 0.00 | 3,411.00 |
| 108835 | 2/10/2021 | 036396 | OWENS, ANTHONY MATTHEW | 0.00 | 3,572.40 |
| 108836 | 2/10/2021 | 037035 | RICHARDS, JEFFREY ALAN | 0.00 | 2,378.45 |
| 108837 | 2/10/2021 | 002661 | SANDERSON, DON - OT | 0.00 | 5,842.41 |
| 108838 | 2/10/2021 | 047211 | SEEFRIED, LOREN W | 0.00 | 3,116.32 |
| 108839 | 2/10/2021 | 002696 | SIEMERS, JEFFREY W | 0.00 | 4,247.31 |
| 108840 | 2/10/2021 | 002716 | SMITH, PAUL E | 0.00 | 3,372.14 |
| 108841 | 2/10/2021 | 047518 | STEBLIY, ANDREW J | 0.00 | 2,277.60 |
| 108842 | 2/10/2021 | 047245 | STONE, JORDAN L | 0.00 | 2,673.09 |
| 108843 | 2/10/2021 | 002740 | STUBBLEFIELD, ROGER A | 0.00 | 2,779.42 |
| 108844 | 2/10/2021 | 047246 | VOLKENING, ANDREW L - OT / Acting Pay | 0.00 | 4,649.35 |
| 108845 | 2/10/2021 | 041555 | WATSON, DAVID C | 0.00 | 2,838.39 |
| 108846 | 2/10/2021 | 040528 | WOODBURY, CHRISTOPHER M | 0.00 | 3,684.69 |
| 108847 | 2/10/2021 | 038217 | ZELLER, ERNEST J | 0.00 | 4,304.09 |
| 108848 | 2/10/2021 | 002085 | ALSIN, DAVIN T | 0.00 | 2,964.61 |
| 108849 | 2/10/2021 | 002090 | ANDERSON, GARY D - OT | 0.00 | 5,318.68 |
| 108850 | 2/10/2021 | 002103 | ATKINS, MARK T | 0.00 | 3,225.84 |
| 108851 | 2/10/2021 | 002118 | BALSER, MATTHEW W | 0.00 | 2,968.62 |
| 108852 | 2/10/2021 | 038203 | BEATY, LUCAS P | 0.00 | 3,760.04 |
| 108853 | 2/10/2021 | 038205 | BYRNE, PATRICK CHARLES | 0.00 | 2,529.18 |
| 108854 | 2/10/2021 | 041569 | CARLSON, SCOTT ELLIOT | 0.00 | 3,583.64 |
| 108855 | 2/10/2021 | 047349 | CLARK, RAINA O | 0.00 | 2,634.91 |
| 108856 | 2/10/2021 | 041567 | COBB, DAVID W | 0.00 | 3,300.09 |
| 108857 | 2/10/2021 | 002231 | CONWAY, PETER W | 0.00 | 3,459.16 |
| 108858 | 2/10/2021 | 047073 | CRONIN, BRYCE M | 0.00 | 2,833.98 |
| 108859 | 2/10/2021 | 037024 | DAVIS, MICHELLE E | 0.00 | 3,679.72 |
| 108860 | 2/10/2021 | 047223 | DECARO, ANDREA A | 0.00 | 3,569.40 |
| 108861 | 2/10/2021 | 002260 | DEFAZIO, ANDREW F ✓ OT | 0.00 | 4,889.34 |
| 108862 | 2/10/2021 | 002272 | DUBEE, ERIC A | 0.00 | 3,684.63 |
| 108863 | 2/10/2021 | 041565 | FORD, DANIEL K | 0.00 | 2,614.24 |

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Payroll Final Check List

CITY OF REDMOND

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|----------------------------|-----------|----------------|
| 108864 | 2/10/2021 | 047075 | FULLER, ALSTON R | 0.00 | 2,868.30 |
| 108865 | 2/10/2021 | 002321 | FULLER, JEFFREY K | 0.00 | 3,240.35 |
| 108866 | 2/10/2021 | 047554 | GORDON, NICHOLAS J | 0.00 | 2,441.75 |
| 108867 | 2/10/2021 | 002395 | HILL, JAMES G - OT | 0.00 | 4,670.16 |
| 108868 | 2/10/2021 | 047520 | HOLBROOKS, NINA M | 0.00 | 3,133.80 |
| 108869 | 2/10/2021 | 036382 | HUTTON, WILLIAM T | 0.00 | 3,917.25 |
| 108870 | 2/10/2021 | 002417 | INGEBRIGHTSON, CHRISTOPHER | 0.00 | 3,646.01 |
| 108871 | 2/10/2021 | 047079 | KENDO, BENJAMIN J | 0.00 | 2,849.33 |
| 108872 | 2/10/2021 | 047485 | KICEINA, SAMUEL D | 0.00 | 2,492.98 |
| 108873 | 2/10/2021 | 034912 | LABAY, R D - OT | 0.00 | 6,807.30 |
| 108874 | 2/10/2021 | 036392 | MARTIN, BRYAN BENTHAM | 0.00 | 3,294.37 |
| 108875 | 2/10/2021 | 047351 | MEEHAN, MICHAEL J | 0.00 | 2,608.78 |
| 108876 | 2/10/2021 | 002542 | MORAN, JAMES C - OT | 0.00 | 5,496.26 |
| 108877 | 2/10/2021 | 002554 | NAVARRO, MICHAEL G | 0.00 | 2,991.71 |
| 108878 | 2/10/2021 | 002560 | NEWTON, SCOTT C | 0.00 | 4,379.77 |
| 108879 | 2/10/2021 | 002572 | NORMAN, SHANNON M | 0.00 | 2,361.15 |
| 108880 | 2/10/2021 | 047078 | PEARSON, MITCHELL R | 0.00 | 4,332.98 |
| 108881 | 2/10/2021 | 002627 | RATCLIFF, RICHARD E | 0.00 | 3,597.68 |
| 108882 | 2/10/2021 | 047208 | REECE, RUSSELL J | 0.00 | 3,044.66 |
| 108883 | 2/10/2021 | 047719 | SAWAYA, ALAINA H | 0.00 | 2,110.79 |
| 108884 | 2/10/2021 | 046963 | SCHAEFFER, JOSHUA B | 0.00 | 4,449.58 |
| 108885 | 2/10/2021 | 002720 | SOFIE, TRAVIS W | 0.00 | 3,015.35 |
| 108886 | 2/10/2021 | 002771 | TIERRA, ALEX | 0.00 | 2,705.30 |
| 108887 | 2/10/2021 | 002778 | TOUPIN, MARC E | 0.00 | 3,613.11 |
| 108888 | 2/10/2021 | 046840 | TUPEN, COLTON J | 0.00 | 3,286.69 |
| 108889 | 2/10/2021 | 002802 | WAITE, MICHAEL P - OT | 0.00 | 6,904.50 |
| 108890 | 2/10/2021 | 046962 | WEST, AUSTIN J | 0.00 | 2,836.15 |
| 108891 | 2/10/2021 | 036401 | WILLIAMS, MARK DUSTIN | 0.00 | 3,515.87 |
| 108892 | 2/10/2021 | 046946 | ASSAKER, JOHN P | 0.00 | 2,525.92 |
| 108893 | 2/10/2021 | 040430 | BENSON, MICHAEL W | 0.00 | 1,434.29 |
| 108894 | 2/10/2021 | 047761 | BERENS, MARK J | 0.00 | 2,834.20 |
| 108895 | 2/10/2021 | 047742 | BRANSON, TIAH N | 0.00 | 2,357.76 |
| 108896 | 2/10/2021 | 047165 | BRUCE, NICOLE L | 0.00 | 2,444.41 |
| 108897 | 2/10/2021 | 047457 | DALY, KSENIYA M | 0.00 | 3,051.63 |
| 108898 | 2/10/2021 | 047585 | DOLQUIST, BRANDON A | 0.00 | 2,315.01 |
| 108899 | 2/10/2021 | 047783 | FULLWILER, STACEY | 0.00 | 2,339.20 |
| 108900 | 2/10/2021 | 047458 | GRADY, MARY R | 0.00 | 3,251.88 |
| 108901 | 2/10/2021 | 047090 | HULVERSON, KRISTINA F | 0.00 | 3,760.17 |

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Payroll Final Check List

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CITY OF REDMOND

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|------------------------|-----------|----------------|
| 108902 | 2/10/2021 | 047550 | KAM, AMY | 0.00 | 2,327.79 |
| 108903 | 2/10/2021 | 047132 | KIMMEL, TRACY L | 0.00 | 1,684.69 |
| 108904 | 2/10/2021 | 047126 | LAIRD, CATHRYN M ✓ | 0.00 | 4,382.24 |
| 108905 | 2/10/2021 | 047467 | MCDONNELL, KIRSTEN J | 0.00 | 2,512.50 |
| 108906 | 2/10/2021 | 047766 | MILLER, CHARITY TRUE | 0.00 | 3,297.25 |
| 108907 | 2/10/2021 | 047505 | SMITH, LINDSAY D | 0.00 | 1,431.22 |
| 108908 | 2/10/2021 | 030607 | TREMBLE, TERESA G | 0.00 | 2,228.48 |
| 108909 | 2/10/2021 | 047282 | AKEN, JEFFREY M | 0.00 | 2,922.41 |
| 108910 | 2/10/2021 | 046927 | BURTSCHKE, HEATHER R | 0.00 | 2,304.35 |
| 108911 | 2/10/2021 | 047745 | HAMILTON, LOREEN G | 0.00 | 3,682.91 |
| 108912 | 2/10/2021 | 047707 | HITE, CARRIE ✓ | 0.00 | 5,254.15 |
| 108913 | 2/10/2021 | 002713 | MCGINTY, KIM L | 0.00 | 2,550.50 |
| 108914 | 2/10/2021 | 047717 | SHINODA, DENISE | 0.00 | 2,038.87 |
| 108915 | 2/10/2021 | 043745 | SPENCER, RYAN J | 0.00 | 3,560.20 |
| 108916 | 2/10/2021 | 047601 | VELASCO, LORNA A | 0.00 | 991.72 |
| 108917 | 2/10/2021 | 047570 | WEBER, CHRISTOPHER | 0.00 | 2,895.04 |
| 108918 | 2/10/2021 | 002092 | ANDERSON, SCOTT D | 0.00 | 2,780.45 |
| 108919 | 2/10/2021 | 031012 | BARTH, ANGELA LOUISE | 0.00 | 2,205.92 |
| 108920 | 2/10/2021 | 047705 | EDMUNDS, DANIELLE K | 0.00 | 1,067.36 |
| 108921 | 2/10/2021 | 047031 | HEARNE, ROBERT A | 0.00 | 2,198.66 |
| 108922 | 2/10/2021 | 047009 | HOUGHTON, KENNETH L | 0.00 | 2,700.34 |
| 108923 | 2/10/2021 | 046956 | KUHNHAUSEN, QUINN D | 0.00 | 3,821.59 |
| 108924 | 2/10/2021 | 042634 | PETERSON, MARK D | 0.00 | 2,850.17 |
| 108925 | 2/10/2021 | 046930 | SHEPHERD, TORIN E | 0.00 | 2,122.31 |
| 108926 | 2/10/2021 | 047611 | SKIPTON, HOLLY LEE ANN | 0.00 | 104.48 |
| 108927 | 2/10/2021 | 047703 | SWANEY, KEVIN S | 0.00 | 2,450.48 |
| 108928 | 2/10/2021 | 002097 | ANGEVINE, MARGARET E | 0.00 | 2,878.40 |
| 108929 | 2/10/2021 | 047613 | ASARO, VALERIE G | 0.00 | 1,593.49 |
| 108930 | 2/10/2021 | 047372 | BODMER, KAY A | 0.00 | 1,768.42 |
| 108931 | 2/10/2021 | 002173 | BROWN, MICHAEL K | 0.00 | 2,223.76 |
| 108932 | 2/10/2021 | 046077 | DAVIS, MATTHEW A | 0.00 | 1,766.34 |
| 108933 | 2/10/2021 | 037785 | JAMMERMAN, TROY SCOTT | 0.00 | 2,505.84 |
| 108934 | 2/10/2021 | 033770 | JEFFRIES, KEVIN M | 0.00 | 2,586.08 |
| 108935 | 2/10/2021 | 002441 | KENCKE, DANIEL L | 0.00 | 2,522.01 |
| 108936 | 2/10/2021 | 047617 | KULAK, JOSEPH M | 0.00 | 1,745.51 |
| 108937 | 2/10/2021 | 047619 | LAURITZEN, ANDREW J | 0.00 | 1,746.31 |
| 108938 | 2/10/2021 | 002484 | LOESCH, SHARON D | 0.00 | 2,476.49 |
| 108939 | 2/10/2021 | 002491 | LOVITT, TINA M | 0.00 | 2,341.30 |

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CITY OF REDMOND

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|--|-----------|----------------|
| 108940 | 2/10/2021 | 002536 | MINNIX, SPENCER D | 0.00 | 2,175.17 |
| 108941 | 2/10/2021 | 045571 | MIODUSZEWSKI, QUINTEN T | 0.00 | 1,923.91 |
| 108942 | 2/10/2021 | 044114 | MISSEL, JESSICA E | 0.00 | 2,349.52 |
| 108943 | 2/10/2021 | 002581 | O'NEAL, ERIC P | 0.00 | 2,797.70 |
| 108944 | 2/10/2021 | 047147 | POLK, MARY G | 0.00 | 1,730.50 |
| 108945 | 2/10/2021 | 046585 | RAYNER SHEPARD, DARCEY LYNNE | 0.00 | 3,043.16 |
| 108946 | 2/10/2021 | 002633 | REZNICK, ALAN G | 0.00 | 2,709.54 |
| 108947 | 2/10/2021 | 037566 | ROBBINS, SHARYN D | 0.00 | 1,042.63 |
| 108948 | 2/10/2021 | 047146 | RODRIGUEZ, JOSE M | 0.00 | 1,683.02 |
| 108949 | 2/10/2021 | 047460 | SCHAEFER, SANDY M | 0.00 | 1,596.91 |
| 108950 | 2/10/2021 | 039752 | SCHWEIKHARDT, ERIK P | 0.00 | 2,344.80 |
| 108951 | 2/10/2021 | 024738 | SEHNER, KEVIN M | 0.00 | 2,788.17 |
| 108952 | 2/10/2021 | 046770 | STACHOWIAK, MATTHEW L | 0.00 | 1,901.40 |
| 108953 | 2/10/2021 | 039875 | STORM, ANDREW HARRISON | 0.00 | 2,252.86 |
| 108954 | 2/10/2021 | 002776 | TOLONEN, CHRISTOPHER L | 0.00 | 2,690.22 |
| 108955 | 2/10/2021 | 002787 | TUCHEK, DAVID W | 0.00 | 3,921.19 |
| 108956 | 2/10/2021 | 047499 | UNCAPHER, HEATH W | 0.00 | 1,594.10 |
| 108957 | 2/10/2021 | 002794 | VAN DE VANTER, SCOTT E | 0.00 | 2,847.29 |
| 108958 | 2/10/2021 | 039750 | VILLASENOR, JOSE N | 0.00 | 2,180.98 |
| 108959 | 2/10/2021 | 002156 | BOGGS, MARTY E | 0.00 | 3,333.94 |
| 108960 | 2/10/2021 | 047733 | BROOKS, JULIJANA L | 0.00 | 79.58 |
| 108961 | 2/10/2021 | 047510 | CARTER, KATHLEEN M | 0.00 | 408.07 |
| 108962 | 2/10/2021 | 047798 | CARTIER, MARIKA | 0.00 | 113.01 |
| 108963 | 2/10/2021 | 046724 | CRAIN, JOHN D | 0.00 | 147.72 |
| 108964 | 2/10/2021 | 047729 | DEEPAK, SAHANA | 0.00 | 312.66 |
| 108965 | 2/10/2021 | 045678 | DUNAJSKA, JANA | 0.00 | 225.23 |
| 108966 | 2/10/2021 | 047394 | FRASER, KATHERINE M | 0.00 | 3,000.54 |
| 108967 | 2/10/2021 | 047801 | GILLET, PIPER RAY | 0.00 | 53.36 |
| 108968 | 2/10/2021 | 047295 | GORDON, MICHELLE L | 0.00 | 876.70 |
| 108969 | 2/10/2021 | 047586 | GUPTIL, JEFFREY J | 0.00 | 2,123.54 |
| 108970 | 2/10/2021 | 002365 | HAGEN, JEFFREY A | 0.00 | 3,299.38 |
| 108971 | 2/10/2021 | 046851 | HALEY, LISA W | 0.00 | 696.14 |
| 108972 | 2/10/2021 | 047596 | HEWITT, LAUREN L | 0.00 | 547.16 |
| 108973 | 2/10/2021 | 046759 | HORNER, AUSTIN R - Tuition Reimbursement | 0.00 | 9,191.11 |
| 108974 | 2/10/2021 | 002427 | JOHNSON, LUCINDA B | 0.00 | 2,918.27 |
| 108975 | 2/10/2021 | 047277 | KENNEDY, BETHANY M | 0.00 | 3,282.12 |
| 108976 | 2/10/2021 | 040756 | LOCKE, MICHAEL P | 0.00 | 2,323.88 |
| 108977 | 2/10/2021 | 037275 | MAYNARD, ALI MARIE | 0.00 | 2,457.35 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|-----------------------------|-----------|----------------|
| 108978 | 2/10/2021 | 002607 | PHILLIPS, KAREN L | 0.00 | 2,667.09 |
| 108979 | 2/10/2021 | 047345 | PRATT, BRITTANY N | 0.00 | 2,417.98 |
| 108980 | 2/10/2021 | 047162 | RAY, LYNN A | 0.00 | 57.32 |
| 108981 | 2/10/2021 | 047647 | SCHWARTZ, KATHERINE A | 0.00 | 2,454.51 |
| 108982 | 2/10/2021 | 047139 | SMITH, SIDNEY ELIZABETH | 0.00 | 2,229.62 |
| 108983 | 2/10/2021 | 046936 | STORY, ELISSA M | 0.00 | 89.53 |
| 108984 | 2/10/2021 | 047650 | VAN DER VEEN, MELISSA A | 0.00 | 388.51 |
| 108985 | 2/10/2021 | 047811 | ADAMS-LEE, KATHRYN | 0.00 | 2,779.77 |
| 108986 | 2/10/2021 | 047620 | ALLEN, JAIME MARIE | 0.00 | 1,686.12 |
| 108987 | 2/10/2021 | 047063 | ATWOOD, MICHAEL T | 0.00 | 1,852.07 |
| 108988 | 2/10/2021 | 047347 | AWAD, HEBATALLAH | 0.00 | 2,944.29 |
| 108989 | 2/10/2021 | 047358 | BABU, SEETHU M | 0.00 | 2,608.63 |
| 108990 | 2/10/2021 | 002135 | BEAM, CATHERINE A | 0.00 | 1,852.59 |
| 108991 | 2/10/2021 | 046781 | BENGOCHEA, TALON A | 0.00 | 3,050.10 |
| 108992 | 2/10/2021 | 046676 | BIEN, ALARIC | 0.00 | 3,206.13 |
| 108993 | 2/10/2021 | 046866 | BISHOP, CYNTHIA ANN | 0.00 | 1,957.74 |
| 108994 | 2/10/2021 | 047551 | BORDEAUX, DENNIS K | 0.00 | 3,111.09 |
| 108995 | 2/10/2021 | 046978 | BOTTMAN, CRAIG R | 0.00 | 3,134.62 |
| 108996 | 2/10/2021 | 047501 | BROWN, BRUCE C | 0.00 | 3,033.59 |
| 108997 | 2/10/2021 | 032608 | BUCKINGHAM, BROOKE ELAINE | 0.00 | 3,548.96 |
| 108998 | 2/10/2021 | 047807 | BURROUGHS, BRIANNA VICTORIA | 0.00 | 1,028.26 |
| 108999 | 2/10/2021 | 002191 | CAIRNS, DONALD W ✓ | 0.00 | 4,497.59 |
| 109000 | 2/10/2021 | 046608 | CHAPMAN, CAROLINE K | 0.00 | 1,690.71 |
| 109001 | 2/10/2021 | 046827 | CHOW, KWAN-LEUNG ANDY | 0.00 | 3,908.41 |
| 109002 | 2/10/2021 | 023137 | CHURCHILL, JEFFREY D | 0.00 | 3,343.54 |
| 109003 | 2/10/2021 | 047016 | CRAWFORD, DUSTIN L | 0.00 | 3,152.92 |
| 109004 | 2/10/2021 | 035145 | DANE, PETER B | 0.00 | 3,190.71 |
| 109005 | 2/10/2021 | 046728 | DAUB, JODI L | 0.00 | 2,533.19 |
| 109006 | 2/10/2021 | 002266 | DIETZ, KIMBERLY S | 0.00 | 3,364.66 |
| 109007 | 2/10/2021 | 047754 | FREY, BECKYE | 0.00 | 2,700.13 |
| 109008 | 2/10/2021 | 047704 | FRY, PATRICK H | 0.00 | 2,718.48 |
| 109009 | 2/10/2021 | 046807 | GOUCHER, JANISE M | 0.00 | 2,630.54 |
| 109010 | 2/10/2021 | 047587 | HELLAND, CAROL V | 0.00 | 3,128.57 |
| 109011 | 2/10/2021 | 047802 | HITCH, JANELLE C | 0.00 | 3,886.45 |
| 109012 | 2/10/2021 | 033364 | HUFFMAN, ERIN MICHELLE | 0.00 | 2,864.81 |
| 109013 | 2/10/2021 | 037253 | JODH, DEEPALI S | 0.00 | 3,023.07 |
| 109014 | 2/10/2021 | 002426 | JOHNSON, JOSEPH S | 0.00 | 3,355.56 |
| 109015 | 2/10/2021 | 042879 | KEELING, KIMBERLY HEATHER | 0.00 | 2,417.89 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|-------------------------------|-----------|----------------|
| 109016 | 2/10/2021 | 047610 | KEIM, ELISE K | 0.00 | 2,262.37 |
| 109017 | 2/10/2021 | 002437 | KELLEY, JAY D | 0.00 | 3,461.17 |
| 109018 | 2/10/2021 | 047054 | KIRSCHENMANN, TREVOR D | 0.00 | 2,761.84 |
| 109019 | 2/10/2021 | 047710 | KUNG, KIMBERLY J | 0.00 | 3,197.92 |
| 109020 | 2/10/2021 | 047697 | KUTZMARK, TAMMY M | 0.00 | 2,783.33 |
| 109021 | 2/10/2021 | 046886 | LARSON, MARC A | 0.00 | 2,821.14 |
| 109022 | 2/10/2021 | 047809 | LAU, CHIN C | 0.00 | 3,604.40 |
| 109023 | 2/10/2021 | 047092 | LEE, DAVID B | 0.00 | 3,444.17 |
| 109024 | 2/10/2021 | 002471 | LEE, GARY Y | 0.00 | 2,988.96 |
| 109025 | 2/10/2021 | 047778 | LEFCOURTE, IAN | 0.00 | 2,752.34 |
| 109026 | 2/10/2021 | 002089 | LEWIS, CAROLEE D | 0.00 | 3,414.97 |
| 109027 | 2/10/2021 | 047072 | LU, ZHENG | 0.00 | 2,885.57 |
| 109028 | 2/10/2021 | 047070 | LUO, MIN | 0.00 | 2,665.67 |
| 109029 | 2/10/2021 | 002496 | LYNCH, JASON G ✓ | 0.00 | 4,829.58 |
| 109030 | 2/10/2021 | 002513 | MCARTHY, CARL D | 0.00 | 2,372.07 |
| 109031 | 2/10/2021 | 047530 | MCDONALD III, JAMES M | 0.00 | 2,694.72 |
| 109032 | 2/10/2021 | 047572 | MCGONAGALL, ODHRAN M | 0.00 | 2,805.89 |
| 109033 | 2/10/2021 | 033651 | MCLEOD, KENNETH P | 0.00 | 3,300.12 |
| 109034 | 2/10/2021 | 002530 | MEERSCHIEDT, GLORIA J | 0.00 | 3,246.05 |
| 109035 | 2/10/2021 | 047538 | MEREDITH, RICHARD L | 0.00 | 1,770.42 |
| 109036 | 2/10/2021 | 032904 | MOE, JOZANNE W | 0.00 | 3,273.90 |
| 109037 | 2/10/2021 | 047725 | MOLINE, STEPHANIE | 0.00 | 2,460.93 |
| 109038 | 2/10/2021 | 047803 | MONTES DE OCA, KHARISMA NIOMI | 0.00 | 3,257.34 |
| 109039 | 2/10/2021 | 047573 | MUELLER, JOSHUA S | 0.00 | 2,323.12 |
| 109040 | 2/10/2021 | 047461 | MURILLO, DUNIEL M | 0.00 | 2,028.10 |
| 109041 | 2/10/2021 | 047359 | MURPHY, ROBERT L | 0.00 | 2,862.81 |
| 109042 | 2/10/2021 | 002552 | MYER, W J | 0.00 | 2,811.55 |
| 109043 | 2/10/2021 | 047781 | MYERS, ELIZABETH | 0.00 | 1,955.23 |
| 109044 | 2/10/2021 | 040498 | MYERS, LANAYA M | 0.00 | 2,255.15 |
| 109045 | 2/10/2021 | 047439 | NGUYEN, VINH | 0.00 | 2,594.70 |
| 109046 | 2/10/2021 | 035358 | POOLE, HEIDI ANN | 0.00 | 2,725.68 |
| 109047 | 2/10/2021 | 047552 | PRADO, FATIMA L | 0.00 | 2,346.81 |
| 109048 | 2/10/2021 | 047537 | PRIGMORE, CHRISTOPHER R | 0.00 | 3,458.29 |
| 109049 | 2/10/2021 | 046976 | PYLE, SARAH K | 0.00 | 3,776.27 |
| 109050 | 2/10/2021 | 047251 | REYNOLDS, SCOTT M | 0.00 | 2,621.12 |
| 109051 | 2/10/2021 | 046942 | RIENTJES, JOHN D | 0.00 | 3,911.13 |
| 109052 | 2/10/2021 | 046737 | ROSS, MICAH A | 0.00 | 2,952.72 |
| 109053 | 2/10/2021 | 047544 | RUFFIN, AARON L | 0.00 | 3,551.02 |

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CITY OF REDMOND

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|---------------------------------------|-----------|----------------|
| 109054 | 2/10/2021 | 047792 | RUTHERFORD, TISZAA | 0.00 | 2,867.66 |
| 109055 | 2/10/2021 | 047504 | SALLEY, TIMOTHY T | 0.00 | 2,728.53 |
| 109056 | 2/10/2021 | 046926 | SCHIMMEL-BRISTOW, MATTHEW D | 0.00 | 2,617.12 |
| 109057 | 2/10/2021 | 047808 | SCHMECK, NICHOLAS T | 0.00 | 2,288.83 |
| 109058 | 2/10/2021 | 046938 | SCHMIDT, WILLIAM J | 0.00 | 2,874.98 |
| 109059 | 2/10/2021 | 046849 | SEAL, MARVIN L | 0.00 | 3,144.20 |
| 109060 | 2/10/2021 | 047529 | SHANNON, SCOTT L | 0.00 | 3,079.71 |
| 109061 | 2/10/2021 | 035336 | SHEPARD, BRETT MORRIS | 0.00 | 3,523.73 |
| 109062 | 2/10/2021 | 046890 | SHREFFLER, RONALD J | 0.00 | 3,041.27 |
| 109063 | 2/10/2021 | 047618 | SIEGLE, KATHLEEN J | 0.00 | 2,287.41 |
| 109064 | 2/10/2021 | 047752 | STEELE, ANDREW | 0.00 | 2,985.38 |
| 109065 | 2/10/2021 | 047780 | STEPHAN, ALICIA | 0.00 | 2,446.08 |
| 109066 | 2/10/2021 | 046983 | STICKA, BENJAMIN T | 0.00 | 2,683.65 |
| 109067 | 2/10/2021 | 002733 | STITELER, SARAH J | 0.00 | 2,962.32 |
| 109068 | 2/10/2021 | 047643 | TAYLOR, JEFFREY G | 0.00 | 719.02 |
| 109069 | 2/10/2021 | 002781 | TREHARNE, RICHARD N | 0.00 | 1,370.70 |
| 109070 | 2/10/2021 | 047525 | TRUONG, MAN N | 0.00 | 3,673.96 |
| 109071 | 2/10/2021 | 047015 | VERMILLION, JESSE D | 0.00 | 3,025.99 |
| 109072 | 2/10/2021 | 046773 | ZAPATA, CAMERON A | 0.00 | 2,694.00 |
| 109073 | 2/10/2021 | 047715 | ZENDT, BEVERLY M ✓ | 0.00 | 4,699.90 |
| 109074 | 2/10/2021 | 047739 | ALEKSANDRUK, VIKTORIYA I | 0.00 | 1,678.70 |
| 109075 | 2/10/2021 | 041852 | ALLEN JR, MICHAEL LEROY | 0.00 | 2,710.35 |
| 109076 | 2/10/2021 | 047702 | ALMAS, DEVIN A | 0.00 | 2,541.21 |
| 109077 | 2/10/2021 | 002104 | ATKINSON, JOHN M - Fitness Bonus/OT | 0.00 | 6,301.75 |
| 109078 | 2/10/2021 | 040851 | ATKINSON, REBECCA MARY | 0.00 | 3,033.22 |
| 109079 | 2/10/2021 | 047595 | BAKER, CORI C | 0.00 | 2,408.45 |
| 109080 | 2/10/2021 | 047118 | BALAZIC, CAMERON M | 0.00 | 3,667.48 |
| 109081 | 2/10/2021 | 002115 | BALAZIC, MARY S | 0.00 | 2,644.44 |
| 109082 | 2/10/2021 | 047624 | BARNARD, EVAN KALANI | 0.00 | 2,544.84 |
| 109083 | 2/10/2021 | 046924 | BARNES, JENNA L | 0.00 | 1,972.90 |
| 109084 | 2/10/2021 | 047227 | BARNES, MICHAEL J - Fitness Bonus | 0.00 | 4,788.38 |
| 109085 | 2/10/2021 | 046684 | BAUER, KRISTA M | 0.00 | 3,423.25 |
| 109086 | 2/10/2021 | 002136 | BEARD, JULIE L | 0.00 | 3,859.57 |
| 109087 | 2/10/2021 | 036495 | BOLLERUD, JESSE D | 0.00 | 3,549.17 |
| 109088 | 2/10/2021 | 002161 | BOWMAN, TODD W | 0.00 | 2,347.31 |
| 109089 | 2/10/2021 | 047726 | CARLSON, KATHRYN E | 0.00 | 2,053.84 |
| 109090 | 2/10/2021 | 036498 | CASSIDY, JASON TRAVIS | 0.00 | 3,082.07 |
| 109091 | 2/10/2021 | 038386 | CHIVINGTON, SABRINA L - Fitness Bonus | 0.00 | 4,948.36 |

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Payroll Final Check List

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|--|-----------|----------------|
| 109092 | 2/10/2021 | 002217 | CHUNG, PAUL K | 0.00 | 3,709.70 |
| 109093 | 2/10/2021 | 043897 | CLARK, NOEL BENJAMIN | 0.00 | 3,042.50 |
| 109094 | 2/10/2021 | 002221 | CLEMMONS, ROBERT L | 0.00 | 3,351.63 |
| 109095 | 2/10/2021 | 002222 | COATS, BRIAN K ✓ | 0.00 | 4,879.54 |
| 109096 | 2/10/2021 | 046711 | COLLINS, BEAU B | 0.00 | 3,870.04 |
| 109097 | 2/10/2021 | 033362 | CORBRAY, KIMBERLY LAJOYCE | 0.00 | 2,721.13 |
| 109098 | 2/10/2021 | 046777 | CORK, AARON M | 0.00 | 3,634.68 |
| 109099 | 2/10/2021 | 047794 | CRAWFORD, JACOB D | 0.00 | 2,254.94 |
| 109100 | 2/10/2021 | 047716 | DAGLEY, HAYDEN JM | 0.00 | 2,942.11 |
| 109101 | 2/10/2021 | 041739 | D'AMICO, NATALIE LYNNE - Fitness Bonus | 0.00 | 4,111.53 |
| 109102 | 2/10/2021 | 002252 | DAVIES, COLIN M | 0.00 | 3,015.19 |
| 109103 | 2/10/2021 | 036099 | DENNEHY, MARIA AGNES | 0.00 | 1,603.30 |
| 109104 | 2/10/2021 | 046616 | DOWNING, GEORGE E - OT | 0.00 | 4,721.37 |
| 109105 | 2/10/2021 | 047099 | EDWARDS, RENARD T | 0.00 | 2,964.62 |
| 109106 | 2/10/2021 | 045947 | FISHER, JASON C | 0.00 | 3,262.92 |
| 109107 | 2/10/2021 | 047536 | FORD, JAMIE L | 0.00 | 2,892.51 |
| 109108 | 2/10/2021 | 002322 | FULLER, MARTIN S ✓ | 0.00 | 4,594.79 |
| 109109 | 2/10/2021 | 023285 | GATELY, TIMOTHY J ✓ | 0.00 | 4,293.74 |
| 109110 | 2/10/2021 | 045609 | GAUTHIER, ERIN V | 0.00 | 2,282.91 |
| 109111 | 2/10/2021 | 039332 | GEORGE, RYAN M - OT | 0.00 | 5,634.97 |
| 109112 | 2/10/2021 | 047260 | GONZALES, SANDRA E | 0.00 | 1,768.54 |
| 109113 | 2/10/2021 | 002557 | GRAMLEY, PATRICIA SUE | 0.00 | 3,793.33 |
| 109114 | 2/10/2021 | 035033 | GRESHAM III, THOMAS E - Fitness Bonus | 0.00 | 4,188.08 |
| 109115 | 2/10/2021 | 046604 | HALL, BRIAN W | 0.00 | 2,387.23 |
| 109116 | 2/10/2021 | 047120 | HAMMOND, CAROL C | 0.00 | 1,961.02 |
| 109117 | 2/10/2021 | 047293 | HASTINGS JR, TERRY L | 0.00 | 2,201.29 |
| 109118 | 2/10/2021 | 046783 | HECHT, TONI J | 0.00 | 2,205.44 |
| 109119 | 2/10/2021 | 047098 | HINDMARCH, JOHN N | 0.00 | 2,542.91 |
| 109120 | 2/10/2021 | 047402 | HOCHHALTER, STACY M | 0.00 | 2,550.69 |
| 109121 | 2/10/2021 | 047576 | HOOD, BRIAN L | 0.00 | 3,031.73 |
| 109122 | 2/10/2021 | 046885 | HORN, JORDAN J | 0.00 | 3,055.96 |
| 109123 | 2/10/2021 | 046593 | JENSEN, TERRI J | 0.00 | 3,554.03 |
| 109124 | 2/10/2021 | 002429 | JONES, JEFFREY M - OT | 0.00 | 5,078.70 |
| 109125 | 2/10/2021 | 047614 | JONES, NATALIE M | 0.00 | 2,191.63 |
| 109126 | 2/10/2021 | 038227 | JONES, TAY MICHAEL | 0.00 | 2,630.07 |
| 109127 | 2/10/2021 | 046789 | JUREK, VICTORIA R | 0.00 | 0.00 |
| 109128 | 2/10/2021 | 047788 | KAPANA, KAITLIN ANN | 0.00 | 2,186.42 |
| 109129 | 2/10/2021 | 038000 | KAPTUR, KEVIN SAENZ | 0.00 | 2,622.51 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|--------------------------------|-----------|----------------|
| 109130 | 2/10/2021 | 047810 | KEMP, TONYA M | 0.00 | 1,103.27 |
| 109131 | 2/10/2021 | 047806 | KROLL, HESUSA MARIE | 0.00 | 2,343.88 |
| 109132 | 2/10/2021 | 002460 | KRUEGER, DOUGLAS M - OT | 0.00 | 5,999.19 |
| 109133 | 2/10/2021 | 047777 | LAZO, RYAN MICHAEL | 0.00 | 3,574.04 |
| 109134 | 2/10/2021 | 046821 | LIAN, SASHA D | 0.00 | 2,549.74 |
| 109135 | 2/10/2021 | 002479 | LINCOLN, STEVEN K - OT | 0.00 | 5,244.29 |
| 109136 | 2/10/2021 | 047793 | LOPEZ, AMBER NICOLE | 0.00 | 2,460.75 |
| 109137 | 2/10/2021 | 047738 | LOWE, DARRELL L ✓ | 0.00 | 5,344.02 |
| 109138 | 2/10/2021 | 023196 | MCADAM, MATHEW W | 0.00 | 2,566.32 |
| 109139 | 2/10/2021 | 035330 | MCCORMICK, MICHAEL EDWARD | 0.00 | 3,663.56 |
| 109140 | 2/10/2021 | 047035 | MCMILLAN, TANYA J | 0.00 | 2,427.74 |
| 109141 | 2/10/2021 | 047124 | MCNAMARA, DANIEL J | 0.00 | 3,052.34 |
| 109142 | 2/10/2021 | 047298 | MENDEZ, MICHAEL D | 0.00 | 3,409.75 |
| 109143 | 2/10/2021 | 047724 | MENDOZA, DANIEL V | 0.00 | 2,604.60 |
| 109144 | 2/10/2021 | 047142 | MITCHELL, CHRISTINE E | 0.00 | 3,095.91 |
| 109145 | 2/10/2021 | 047727 | MOSER, CURTIS D | 0.00 | 2,440.36 |
| 109146 | 2/10/2021 | 047234 | MULLEN, SHERYL A | 0.00 | 3,396.01 |
| 109147 | 2/10/2021 | 047383 | NAROSKI, JACQUELINE L | 0.00 | 1,769.96 |
| 109148 | 2/10/2021 | 047728 | O'TOOLE, JULIA L | 0.00 | 2,542.76 |
| 109149 | 2/10/2021 | 046702 | OTT, LEAH M | 0.00 | 0.00 |
| 109150 | 2/10/2021 | 035140 | OVERMAN, SCOTT F | 0.00 | 3,202.29 |
| 109151 | 2/10/2021 | 037116 | PALMER, JAMIN M | 0.00 | 2,865.49 |
| 109152 | 2/10/2021 | 033922 | PARSONS JR, WILLIAM THOMAS | 0.00 | 3,056.21 |
| 109153 | 2/10/2021 | 002592 | PATRICK, GREGORY L - comp paid | 0.00 | 4,189.81 |
| 109154 | 2/10/2021 | 002847 | PAULSEN, JAMES R | 0.00 | 3,194.65 |
| 109155 | 2/10/2021 | 047055 | PEARLSTEIN, ALEXIS P | 0.00 | 2,991.04 |
| 109156 | 2/10/2021 | 047343 | PERKINS, ZACHARY A - comp paid | 0.00 | 5,471.29 |
| 109157 | 2/10/2021 | 033434 | PERRY, BRANDY NICOLE | 0.00 | 2,392.27 |
| 109158 | 2/10/2021 | 002601 | PERRY, JAMES J | 0.00 | 1,970.44 |
| 109159 | 2/10/2021 | 002602 | PETERS, MICHAEL T | 0.00 | 1,864.12 |
| 109160 | 2/10/2021 | 047082 | PETERSON, ROBERT L | 0.00 | 2,813.73 |
| 109161 | 2/10/2021 | 002296 | PRYOR, ANNMARIE F | 0.00 | 3,940.90 |
| 109162 | 2/10/2021 | 047609 | RAPCAN, JOSEPH S | 0.00 | 2,620.05 |
| 109163 | 2/10/2021 | 047498 | REHAUME, ERIC I | 0.00 | 2,858.57 |
| 109164 | 2/10/2021 | 002631 | RENGGLI, LISA R | 0.00 | 2,135.05 |
| 109165 | 2/10/2021 | 047087 | ROBERTSON, LISA L | 0.00 | 2,880.31 |
| 109166 | 2/10/2021 | 047433 | ROMAIN, BRYSON | 0.00 | 3,473.70 |
| 109167 | 2/10/2021 | 046985 | ROMERO, NICHOLAS S | 0.00 | 2,894.83 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|--|-----------|----------------|
| 109168 | 2/10/2021 | 036093 | RUHLAND, ELIZABETH F | 0.00 | 2,292.39 |
| 109169 | 2/10/2021 | 002662 | SANDIN, JEREMY B | 0.00 | 2,898.85 |
| 109170 | 2/10/2021 | 047257 | SCHMIDT, JEFFREY M | 0.00 | 3,650.51 |
| 109171 | 2/10/2021 | 047773 | SCILEPPI, GREGORY SCOTT | 0.00 | 2,556.20 |
| 109172 | 2/10/2021 | 002678 | SHANKS, CRAIG D | 0.00 | 3,365.58 |
| 109173 | 2/10/2021 | 035136 | SHONE, CHRISTOPHER JOSEPH | 0.00 | 3,037.96 |
| 109174 | 2/10/2021 | 046973 | SIMON, BETH A | 0.00 | 1,660.96 |
| 109175 | 2/10/2021 | 047500 | SINCLAIR, RASHAUN T | 0.00 | 3,299.73 |
| 109176 | 2/10/2021 | 046829 | SLADE, ALIYYAH | 0.00 | 2,867.48 |
| 109177 | 2/10/2021 | 039985 | SMITH, DANIEL MYERS -OT | 0.00 | 4,319.33 |
| 109178 | 2/10/2021 | 047410 | STANLEY, TIFFANY R | 0.00 | 2,313.13 |
| 109179 | 2/10/2021 | 037867 | STEARNS, KEVIN D | 0.00 | 2,997.47 |
| 109180 | 2/10/2021 | 035638 | STEVENS, COREY N | 0.00 | 3,877.95 |
| 109181 | 2/10/2021 | 047338 | TELL, CORY C | 0.00 | 3,246.04 |
| 109182 | 2/10/2021 | 046929 | THOMPSON, LORENA E | 0.00 | 2,435.11 |
| 109183 | 2/10/2021 | 046925 | TINGLEY, JOSEPH D | 0.00 | 3,413.42 |
| 109184 | 2/10/2021 | 047131 | TOLBERT, MARSHALL HOLDEN MCCLE - Fitness Bonus | 0.00 | 5,042.65 |
| 109185 | 2/10/2021 | 047522 | TOMLINSON, TY R | 0.00 | 2,660.08 |
| 109186 | 2/10/2021 | 047712 | TRAN, STEVEN Q - Fitness Bonus | 0.00 | 4,030.90 |
| 109187 | 2/10/2021 | 002790 | TWENTY, GREGORY L -OT | 0.00 | 4,206.29 |
| 109188 | 2/10/2021 | 002464 | TYCHSEN, ANNE T | 0.00 | 3,024.51 |
| 109189 | 2/10/2021 | 047401 | VERWAHREN, TYLER J | 0.00 | 2,970.00 |
| 109190 | 2/10/2021 | 047097 | WENZEL, ZACHARY D | 0.00 | 3,185.42 |
| 109191 | 2/10/2021 | 039435 | WERRE, CRAIG V | 0.00 | 2,475.84 |
| 109192 | 2/10/2021 | 002852 | WHITEAKER, VALERIE L | 0.00 | 2,697.85 |
| 109193 | 2/10/2021 | 047344 | WOLF-BUCK, ANDREA B | 0.00 | 2,346.14 |
| 109194 | 2/10/2021 | 047785 | FLUDE, STEVEN T ✓ | 0.00 | 5,009.98 |
| 109195 | 2/10/2021 | 047700 | JUAREZ, DAVID ✓ | 0.00 | 4,924.30 |
| 109196 | 2/10/2021 | 047109 | AL-ALI, BASSAM T ✓ | 0.00 | 4,084.28 |
| 109197 | 2/10/2021 | 002107 | AVERILL, JOSEPH P | 0.00 | 4,831.65 |
| 109198 | 2/10/2021 | 047644 | CLARK, CODY | 0.00 | 1,865.17 |
| 109199 | 2/10/2021 | 041082 | CRIDDLE, PATRICIA SALINAS ✓ | 0.00 | 4,099.40 |
| 109200 | 2/10/2021 | 002242 | CRITTENDEN, ROBERT T | 0.00 | 3,908.87 |
| 109201 | 2/10/2021 | 030855 | CRIVELLO, MARILEE | 0.00 | 1,375.41 |
| 109202 | 2/10/2021 | 047661 | DARDANIA, ILIR | 0.00 | 2,945.67 |
| 109203 | 2/10/2021 | 046648 | DAWSON, ERIC C ✓ | 0.00 | 4,099.21 |
| 109204 | 2/10/2021 | 002330 | GIBBS, STEVEN C | 0.00 | 3,928.72 |
| 109205 | 2/10/2021 | 046762 | GOLDMAN JR, JAMES PATRICK -OT/Double Time | 0.00 | 4,062.48 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|---|-----------|----------------|
| 109206 | 2/10/2021 | 002370 | HALEY, MICHAEL K ✓ | 0.00 | 4,064.67 |
| 109207 | 2/10/2021 | 002372 | HALVORSEN, RICHARD A | 0.00 | 3,102.85 |
| 109208 | 2/10/2021 | 046857 | LACOURSE, JAMES M | 0.00 | 2,679.04 |
| 109209 | 2/10/2021 | 047017 | MCLAIN, ELIZABETH A | 0.00 | 2,527.14 |
| 109210 | 2/10/2021 | 039881 | MORK, JOHN E | 0.00 | 3,160.92 |
| 109211 | 2/10/2021 | 046873 | NOBLE, AARON B | 0.00 | 2,872.93 |
| 109212 | 2/10/2021 | 040436 | O'LEARY II, JOSEPH PATRICK | 0.00 | 3,784.59 |
| 109213 | 2/10/2021 | 002593 | PAUL, DAVID M | 0.00 | 2,142.30 |
| 109214 | 2/10/2021 | 002609 | PHILLIPS, MICHAEL G | 0.00 | 2,418.16 |
| 109215 | 2/10/2021 | 046880 | SHERRILL, COLIN A | 0.00 | 2,910.54 |
| 109216 | 2/10/2021 | 002702 | SINGER, LISA S ✓ | 0.00 | 4,053.99 |
| 109217 | 2/10/2021 | 002723 | SPANGLER, JON C | 0.00 | 3,586.31 |
| 109218 | 2/10/2021 | 046782 | WILKINSON, TESSIE D | 0.00 | 2,293.78 |
| 109219 | 2/10/2021 | 047469 | ATLAKSON, JESSICA J | 0.00 | 3,052.60 |
| 109220 | 2/10/2021 | 034922 | AUER, STACEY LOUISE | 0.00 | 1,716.12 |
| 109221 | 2/10/2021 | 039642 | BALZER, AMANDA RACHEL | 0.00 | 3,513.45 |
| 109222 | 2/10/2021 | 047112 | BARRAGAN, EBERLEY W | 0.00 | 1,129.52 |
| 109223 | 2/10/2021 | 002172 | BROWN, CYNTHIA M | 0.00 | 3,069.39 |
| 109224 | 2/10/2021 | 002250 | DANE, ROGER W | 0.00 | 912.83 |
| 109225 | 2/10/2021 | 047497 | DETTELBACH, ANNE M | 0.00 | 2,246.52 |
| 109226 | 2/10/2021 | 046814 | ENTINGER, NICHOLAS M - Term -Leave Payout | 0.00 | 5,078.77 |
| 109227 | 2/10/2021 | 047091 | FLANAGAN, EMILY ANNE LARSON | 0.00 | 3,402.76 |
| 109228 | 2/10/2021 | 042056 | HARDY, THOMAS W | 0.00 | 2,920.99 |
| 109229 | 2/10/2021 | 002399 | HITCH, STEPHEN J | 0.00 | 3,936.80 |
| 109230 | 2/10/2021 | 002404 | HOLTE, PETER D | 0.00 | 2,620.49 |
| 109231 | 2/10/2021 | 047535 | KEEFE, ERLINDA J | 0.00 | 2,196.10 |
| 109232 | 2/10/2021 | 002527 | MCQUARY, SCOTT M | 0.00 | 2,916.47 |
| 109233 | 2/10/2021 | 047014 | MOLDVER, AARON L | 0.00 | 3,705.59 |
| 109234 | 2/10/2021 | 047708 | NICKERSON, CURTIS M | 0.00 | 3,691.03 |
| 109235 | 2/10/2021 | 046633 | PFUNDT, JESSICA N | 0.00 | 1,900.50 |
| 109236 | 2/10/2021 | 047584 | REED JENNINGS, TERESA | 0.00 | 3,337.99 |
| 109237 | 2/10/2021 | 002639 | RIGG, LISA W ✓ | 0.00 | 4,038.71 |
| 109238 | 2/10/2021 | 047003 | SCHIMEK, GARY M ✓ | 0.00 | 4,222.55 |
| 109239 | 2/10/2021 | 002751 | SWAYNE, DONALD D | 0.00 | 3,131.21 |
| 109240 | 2/10/2021 | 002765 | THOMASSON, SCOTT C ✓ | 0.00 | 4,298.36 |
| 109241 | 2/10/2021 | 002768 | THOMPSON, JEFFREY C | 0.00 | 3,734.80 |
| 109242 | 2/10/2021 | 047226 | VENTURATO, ANGIE J | 0.00 | 3,071.33 |
| 109243 | 2/10/2021 | 046838 | WALDO, KENNETH R | 0.00 | 3,107.38 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|--------------------------|-----------|----------------|
| 109244 | 2/10/2021 | 046986 | WELLBORN, CYNTHIA C | 0.00 | 3,978.22 |
| 109245 | 2/10/2021 | 047116 | YOUNG, TALITHA J | 0.00 | 2,339.83 |
| 109246 | 2/10/2021 | 002120 | BARKER, RICHARD D | 0.00 | 3,117.20 |
| 109247 | 2/10/2021 | 047214 | EDWARDS, RICHARD G | 0.00 | 2,009.38 |
| 109248 | 2/10/2021 | 047632 | GRANQUIST, BRAD L | 0.00 | 2,492.90 |
| 109249 | 2/10/2021 | 047813 | LEUPOLD, DANIEL ROBERT | 0.00 | 2,073.26 |
| 109250 | 2/10/2021 | 047629 | MINEO, JAMES | 0.00 | 2,233.82 |
| 109251 | 2/10/2021 | 046247 | PRUISMANN, DERYK L | 0.00 | 2,159.64 |
| 109257 | 2/10/2021 | 029288 | FIX, ERNEST C | 0.00 | 3,595.75 |
| 109252 | 2/10/2021 | 002455 | JUSTICE, JEANNE KOETJE ✓ | 0.00 | 4,152.86 |
| 109253 | 2/10/2021 | 002564 | NILSEN, KRISTIN M | 0.00 | 2,265.42 |
| 109254 | 2/10/2021 | 002634 | RHEAUME, ANDREW J ✓ | 0.00 | 4,018.59 |
| 109255 | 2/10/2021 | 002703 | SISK, VICTOR R | 0.00 | 2,543.38 |
| 109256 | 2/10/2021 | 047222 | STEINERT, ADRIENNE L | 0.00 | 2,107.79 |
| 109258 | 2/10/2021 | 047176 | COURTER, ANDREW R | 0.00 | 1,862.48 |
| 109259 | 2/10/2021 | 046240 | DONNELLY, BRIAN R | 0.00 | 2,105.74 |
| 109260 | 2/10/2021 | 046948 | EGAN, BRIAN G | 0.00 | 2,220.42 |
| 109261 | 2/10/2021 | 046743 | EKLUND, TAD PHILLIP | 0.00 | 1,552.27 |
| 109262 | 2/10/2021 | 047138 | MACRI, AILA ROSE | 0.00 | 1,873.36 |
| 109263 | 2/10/2021 | 047805 | NELSON, JON A | 0.00 | 1,045.97 |
| 109279 | 2/10/2021 | 047363 | PARRA, HECTOR | 0.00 | 1,592.27 |
| 109264 | 2/10/2021 | 002728 | STEDMAN, RANDALL L | 0.00 | 2,112.53 |
| 109265 | 2/10/2021 | 046520 | STORHOW, JAMES O | 0.00 | 3,286.13 |
| 109266 | 2/10/2021 | 047153 | WARTER, NICHOLAS KENNITH | 0.00 | 1,818.57 |
| 109267 | 2/10/2021 | 047064 | WILEN, KEVIN W | 0.00 | 1,871.37 |
| 109268 | 2/10/2021 | 047229 | ADAMS, NATHAN J | 0.00 | 2,799.76 |
| 109269 | 2/10/2021 | 038332 | BERGERON, YURI IVAN | 0.00 | 2,429.77 |
| 109270 | 2/10/2021 | 002211 | CHO, PAUL S ✓ | 0.00 | 4,049.56 |
| 109271 | 2/10/2021 | 047782 | FIELDS, THOMAS | 0.00 | 2,249.31 |
| 109272 | 2/10/2021 | 002028 | KERR, DANIEL M | 0.00 | 3,278.75 |
| 109273 | 2/10/2021 | 034924 | NEWMAN, BRUCE RICHARD ✓ | 0.00 | 4,265.64 |
| 109274 | 2/10/2021 | 047723 | SCALES, ANDREW C | 0.00 | 2,377.98 |
| 109275 | 2/10/2021 | 047376 | SCHROEDER, GINA M | 0.00 | 2,621.56 |
| 109276 | 2/10/2021 | 046493 | SHABIR, ADNAN | 0.00 | 3,384.73 |
| 109277 | 2/10/2021 | 002741 | STURTEVANT, TERESA R | 0.00 | 3,371.22 |
| 109278 | 2/10/2021 | 047642 | TSURU, HIDEMI J | 0.00 | 3,394.61 |
| 109280 | 2/10/2021 | 047804 | ARNOLD, HANK WILLIAM | 0.00 | 2,633.61 |
| 109281 | 2/10/2021 | 047701 | BARRY, NICHOLAS C | 0.00 | 1,814.87 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---------|-----------|------------|---------------------------|-----------|----------------|
| 109282 | 2/10/2021 | 039769 | COLDEN, TED LOUIS | 0.00 | 2,435.97 |
| 109283 | 2/10/2021 | 047028 | EDWARDS, DILLON S | 0.00 | 1,767.66 |
| 109284 | 2/10/2021 | 039771 | FILION, BRYAN MATTHEW | 0.00 | 1,983.00 |
| 109285 | 2/10/2021 | 024266 | HARDY, MARVIN R | 0.00 | 3,259.68 |
| 109286 | 2/10/2021 | 047604 | HOPKE, CLINT J | 0.00 | 1,953.61 |
| 109287 | 2/10/2021 | 046581 | OSBORNE, TRISTON S | 0.00 | 2,806.30 |
| 109288 | 2/10/2021 | 046876 | SEDENO, JUSTIN A | 0.00 | 2,272.98 |
| 109289 | 2/10/2021 | 047791 | THOMPSON, ANDRE M | 0.00 | 1,906.44 |
| 109290 | 2/10/2021 | 002766 | THOMPSON, CRAIG W | 0.00 | 3,730.90 |
| 109291 | 2/10/2021 | 031263 | AGNEW JR, ROBERT JAMES | 0.00 | 2,764.08 |
| 109292 | 2/10/2021 | 047790 | ANDERSON, BRETT P | 0.00 | 1,870.75 |
| 109293 | 2/10/2021 | 047787 | ANDREEV, ILIYA | 0.00 | 2,073.55 |
| 109294 | 2/10/2021 | 002186 | BURTSCHKE, JOHN R | 0.00 | 2,819.11 |
| 109295 | 2/10/2021 | 046940 | BUSKEN, BRIAN K | 0.00 | 2,526.65 |
| 109296 | 2/10/2021 | 002192 | CALDWELL, KATHRYN C | 0.00 | 985.63 |
| 109297 | 2/10/2021 | 047578 | CARRUTHERS, JOSHUA A | 0.00 | 2,186.44 |
| 109298 | 2/10/2021 | 047368 | CHAMBERS, MITCHELL R | 0.00 | 2,016.35 |
| 109299 | 2/10/2021 | 047508 | COUNSELLOR, JESSE A | 0.00 | 1,780.10 |
| 109300 | 2/10/2021 | 002364 | HADDOCK, JACEY D | 0.00 | 1,995.46 |
| 109301 | 2/10/2021 | 046744 | HEATH, JOSEPH J | 0.00 | 1,774.91 |
| 109302 | 2/10/2021 | 047436 | NIELD, BENJAMIN N | 0.00 | 1,850.89 |
| 109303 | 2/10/2021 | 039981 | PECK, RONALD P | 0.00 | 2,057.64 |
| 109304 | 2/10/2021 | 038004 | SARGINSON, DARREN MICHAEL | 0.00 | 2,404.20 |
| 109305 | 2/10/2021 | 047144 | SCHANTZ, EDWARD FREDERICK | 0.00 | 1,856.53 |
| 109306 | 2/10/2021 | 036088 | THOMAS, BRYAN R | 0.00 | 2,416.52 |
| 109307 | 2/10/2021 | 047749 | WOLFF, GABRIELLE | 0.00 | 2,935.35 |
| 109308 | 2/10/2021 | 047640 | CAFFREY, NICHOLAS J | 0.00 | 2,039.15 |
| 109309 | 2/10/2021 | 047152 | CARY, JORDAN S | 0.00 | 2,061.34 |
| 109310 | 2/10/2021 | 047513 | CLARKE, ADAM J | 0.00 | 2,178.32 |
| 109311 | 2/10/2021 | 046665 | GLENN, DAVID W | 0.00 | 2,931.75 |
| 109312 | 2/10/2021 | 035441 | GRINGAUZ, YAKOV | 0.00 | 2,584.52 |
| 109313 | 2/10/2021 | 047290 | KIRAL, JOSEPH M | 0.00 | 1,795.61 |
| 109314 | 2/10/2021 | 041078 | MOORE, STEVEN S | 0.00 | 3,184.94 |
| 109315 | 2/10/2021 | 047696 | PAGEL, REED | 0.00 | 2,165.73 |
| 109316 | 2/10/2021 | 002638 | RICH, PATRICK C | 0.00 | 2,846.91 |
| 109317 | 2/10/2021 | 047653 | SMAY, JOSHUA D | 0.00 | 1,646.20 |
| 109318 | 2/10/2021 | 047531 | CHAMBERS, JONATHAN M ✓ | 0.00 | 4,079.64 |
| 109319 | 2/10/2021 | 002267 | DISHER, TRACI A | 0.00 | 2,397.46 |

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|-----------------------|-----------|------------|-------------------------|-----------|----------------|
| 109320 | 2/10/2021 | 047261 | EMAMI, DEBRA E | 0.00 | 3,093.33 |
| 109321 | 2/10/2021 | 047589 | KEARNS, JULIE R | 0.00 | 3,430.57 |
| 109322 | 2/10/2021 | 047753 | MEZA, SUE D ✓ | 0.00 | 4,009.29 |
| 109323 | 2/10/2021 | 002848 | PRATT BARLOW, CHARLES M | 0.00 | 3,471.20 |
| 109324 | 2/10/2021 | 002048 | RIS, ROMAN | 0.00 | 3,441.43 |
| 109325 | 2/10/2021 | 047685 | SMITH, TIMOTHY W ✓ | 0.00 | 4,043.08 |
| 109326 | 2/10/2021 | 045949 | WERR, DANIEL R | 0.00 | 3,447.41 |
| 109327 | 2/10/2021 | 047236 | WOODYATT, KESTON R | 0.00 | 3,332.23 |
| 109328 | 2/10/2021 | 046580 | EASTHAM, STEVE J | 0.00 | 3,419.38 |
| 109329 | 2/10/2021 | 002024 | HERMANSON, LINDA L ✓ | 0.00 | 4,061.23 |
| 109330 | 2/10/2021 | 046981 | KOSINA, CAMERON TJ | 0.00 | 448.85 |
| 109331 | 2/10/2021 | 046982 | MCHUGH, MATTHEW J | 0.00 | 2,197.78 |
| 109332 | 2/10/2021 | 046685 | MULLINS, ERIC B | 0.00 | 2,850.74 |
| 109333 | 2/10/2021 | 047671 | WISENER, MICHELLE M | 0.00 | 2,239.16 |
| 109334 | 2/10/2021 | 002017 | BRADY, MELISSA A | 0.00 | 3,581.59 |
| 109335 | 2/10/2021 | 044400 | DULAN, ROMEO DAN | 0.00 | 3,720.93 |
| 109336 | 2/10/2021 | 002018 | FEARS, NATE E | 0.00 | 3,120.24 |
| 109337 | 2/10/2021 | 002020 | GADEPALLI, KIRAN S | 0.00 | 2,512.03 |
| 109338 | 2/10/2021 | 047818 | GEORGE, PETER W | 0.00 | 3,606.06 |
| 109339 | 2/10/2021 | 040427 | KLEIN, KEVIN WAYNE | 0.00 | 3,047.76 |
| 109340 | 2/10/2021 | 038341 | MYERS, STACY R | 0.00 | 3,116.48 |
| 109341 | 2/10/2021 | 047052 | OLIVO, GUSTAVO P | 0.00 | 2,986.21 |
| 109342 | 2/10/2021 | 047689 | COGLIANESE, THOMAS A | 0.00 | 3,554.10 |
| 109343 | 2/10/2021 | 047772 | FETROW, JOHN P | 0.00 | 3,912.39 |
| 109344 | 2/10/2021 | 046989 | LARSEN, JAMES M | 0.00 | 3,529.02 |
| 109345 | 2/10/2021 | 037234 | LAYCOCK, KEITH P ✓ | 0.00 | 4,556.63 |
| 109346 | 2/10/2021 | 047462 | MAY AGUILAR, JOSE A | 0.00 | 3,708.23 |
| 109347 | 2/10/2021 | 046859 | SKAW, JULIE A | 0.00 | 3,360.23 |
| 109348 | 2/10/2021 | 047786 | HARDY, KRISTY N | 0.00 | 3,488.12 |
| 109349 | 2/10/2021 | 046852 | JOHNSON, DAWN M | 0.00 | 3,265.93 |
| 109350 | 2/10/2021 | 046622 | O'NEILL, MARIA T | 0.00 | 3,142.03 |
| 109351 | 2/10/2021 | 046871 | SEKHON, SIMRAT S ✓ | 0.00 | 4,509.79 |
| Employee Check Totals | | | | 0.00 | 2,019,048.07 |

Bank: dirdep - KEY BANK

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Payroll Final Check List

CITY OF REDMOND

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Bank: dirdep - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|-----------------------|-----------|------------|-----------------------|-----------|----------------|
| 109352 | 2/10/2021 | 002086 | ALTENBURG, DWIGHT | 0.00 | 0.00 |
| 109353 | 2/10/2021 | 002108 | AVERY, CLINTON R | 0.00 | 0.00 |
| 109354 | 2/10/2021 | 002201 | CAROLAN, EDWARD P | 0.00 | 0.00 |
| 109355 | 2/10/2021 | 002388 | HELGESON, MELVIN | 0.00 | 0.00 |
| 109356 | 2/10/2021 | 002391 | HERDECK JR, GORTON A | 0.00 | 0.00 |
| 109357 | 2/10/2021 | 002490 | LOVETT, ROBERT B | 0.00 | 0.00 |
| 109358 | 2/10/2021 | 002532 | MELLQUEST, FRANK L | 0.00 | 0.00 |
| 109359 | 2/10/2021 | 002563 | NIENABER, MATTHEW J | 0.00 | 0.00 |
| 109360 | 2/10/2021 | 002580 | OLSON, JACK E | 0.00 | 0.00 |
| 109361 | 2/10/2021 | 002599 | PENNER, GEORGE R | 0.00 | 0.00 |
| 109362 | 2/10/2021 | 002623 | RADTKE, RICHARD | 0.00 | 0.00 |
| 109363 | 2/10/2021 | 002644 | ROBERSON, GEORGE G | 0.00 | 0.00 |
| 109364 | 2/10/2021 | 002677 | SEYMOUR, JON E | 0.00 | 0.00 |
| 109365 | 2/10/2021 | 002693 | SHOUMAN, JOHN L | 0.00 | 0.00 |
| 109366 | 2/10/2021 | 002708 | SMITH, DONALD G | 0.00 | 0.00 |
| 109367 | 2/10/2021 | 002212 | CHRISTENSEN, NORMAN A | 0.00 | 0.00 |
| 109368 | 2/10/2021 | 002244 | CROSSLAND, CLYDE R | 0.00 | 0.00 |
| 109369 | 2/10/2021 | 002324 | GAINER, LARRY W | 0.00 | 0.00 |
| 109370 | 2/10/2021 | 002362 | GUTTORMSEN, OSCAR O | 0.00 | 0.00 |
| 109371 | 2/10/2021 | 002386 | HEIMBIGNER, CORWIN T | 0.00 | 0.00 |
| 109372 | 2/10/2021 | 002454 | KOENIG, KENNETH F | 0.00 | 0.00 |
| 109373 | 2/10/2021 | 024368 | KRIEBLE, JAMES H | 0.00 | 0.00 |
| 109374 | 2/10/2021 | 002541 | MOOTHART, RICHARD S | 0.00 | 0.00 |
| 109375 | 2/10/2021 | 002613 | POTTS, GEORGE E | 0.00 | 0.00 |
| 109376 | 2/10/2021 | 002664 | SATHER, WENDELL H | 0.00 | 0.00 |
| 109377 | 2/10/2021 | 002682 | SHEEHAN, ROBERT W | 0.00 | 0.00 |
| 109378 | 2/10/2021 | 002756 | TAYLOR, JAMES W | 0.00 | 0.00 |
| 109379 | 2/10/2021 | 002782 | TRENT, CARL E | 0.00 | 0.00 |
| 109380 | 2/10/2021 | 002804 | WATSON, LAVON M | 0.00 | 0.00 |
| Employee Check Totals | | | | 0.00 | 0.00 |

Bank: dirdep - KEY BANK

Benefit Checks

| Check # | Date | Payee # | Name | Check Amt | Direct Deposit |
|---------|-----------|---------|-------------------------|-----------|----------------|
| 109381 | 2/10/2021 | 050 | HRA VEBA TRUST | 0.00 | 8,030.00 |
| 109382 | 2/10/2021 | 019 | NAVIA BENEFIT SOLUTIONS | 0.00 | 9,929.47 |

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Payroll Final Check List

CITY OF REDMOND

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Bank: dirdep - KEY BANK

Benefit Checks

| Check # | Date | Payee # | Name | Check Amt | Direct Deposit |
|--------------------------------|-----------|---------|--------------------------------|-----------|----------------|
| 109383 | 2/10/2021 | 007 | REDMOND FIREFIGHTERS UNION, LO | 0.00 | 20,824.00 |
| Total | | | | 0.00 | 38,783.47 |
| Payee Totals | | | | 0.00 | 38,783.47 |
| Bank dirdep Totals (710 Forms) | | | | 0.00 | 2,057,831.54 |

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Payroll Final Check List

CITY OF REDMOND

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Bank: eft - KEY BANK

Benefit Checks

| Check # | Date | Payee # | Name | Check Amt | Direct Deposit |
|---------------------------|-----------|---------|--------------------------------|------------|----------------|
| 1280 | 2/10/2021 | 001 | DEPARTMENT OF RETIREMENT LEOFF | 182,923.52 | 0.00 |
| 1277 | 2/10/2021 | 002 | DEPARTMENT OF RETIREMENT PERS | 352,698.76 | 0.00 |
| 1278 | 2/10/2021 | 026 | ELECTRONIC FEDERAL TAX PAYMENT | 387,190.34 | 0.00 |
| 1279 | 2/10/2021 | 020 | METLIFE C/O FASCORE, LLC | 49,636.31 | 0.00 |
| 1281 | 2/10/2021 | 021 | WASH ST CHILD SUPPORT | 1,498.28 | 0.00 |
| Total | | | | 973,947.21 | 0.00 |
| Payee Totals | | | | 973,947.21 | 0.00 |
| Bank eft Totals (5 Forms) | | | | 973,947.21 | 0.00 |

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Payroll Final Check List

CITY OF REDMOND

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01/16/2021 to 01/31/2021- Type 1 Cycle s

Bank: pr - KEY BANK

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|-----------------------|-----------|------------|-------------------|-----------|----------------|
| 186591 | 2/10/2021 | 047418 | LAMBERT, NICOLE M | 327.47 | 0.00 |
| 186592 | 2/10/2021 | 002495 | LYGA, PATRICK J | 2,791.22 | 0.00 |
| 186593 | 2/10/2021 | 046714 | LOTT, KENNETH E | 5,135.15 | 0.00 |
| Employee Check Totals | | | | 8,253.84 | 0.00 |

Bank: pr - KEY BANK

Benefit Checks

| Check # | Date | Payee # | Name | Check Amt | Direct Deposit |
|---------------------------|-----------|---------|--------------------------------|--------------|----------------|
| 186594 | 2/10/2021 | 006 | REDMOND CITY HALL EMPLOYEE ASN | 3,200.00 | 0.00 |
| 186595 | 2/10/2021 | 014 | REDMOND, CITY OF, HUMAN SERVIC | 381.67 | 0.00 |
| 186596 | 2/10/2021 | 054 | TEAMSTERS LOCAL 117 | 375.00 | 0.00 |
| 186597 | 2/10/2021 | 058 | TEAMSTERS LOCAL 117, RPA DUES | 5,398.11 | 0.00 |
| 186598 | 2/10/2021 | 013 | UNITED WAY OF KING COUNTY | 326.67 | 0.00 |
| 186599 | 2/10/2021 | 005 | WSCCCE, AFSCME, AFL-CIO, COUNT | 5,000.75 | 0.00 |
| 186600 | 2/10/2021 | 015 | WSCFF EMPLOYEE BENEFIT TRUST | 14,700.00 | 0.00 |
| Total | | | | 29,382.20 | 0.00 |
| Payee Totals | | | | 29,382.20 | 0.00 |
| Bank pr Totals (10 Forms) | | | | 37,636.04 | 0.00 |
| Grand Total | | | | 1,011,583.25 | 2,057,831.54 |

Next Step: Account Posting (AP)

Totals Checks and Direct Deposit (725 Forms)

3,069,414.79

Pay Period is Open (Locked)

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Payroll Final Check List

CITY OF REDMOND

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Source pay period:

No Pending Benefit Checks

*Doc source:**Bended code:**Fund:***Check Total:**

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Payroll Final Check List

CITY OF REDMOND

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Employee Gender Statistics

| | |
|-----------------------------|------------|
| Number of females paid | 238 |
| Number of males paid | 472 |
| Total Employees Paid | 710 |

I, the Finance Director, do hereby certify to the City Council, that the checks for the month of February 2021 are true and correct to the best of my knowledge.

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

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 431445 through 431699 and Wire Transfers are approved for payment in the amount of \$6,830,065.84

This 16th day of February 2021.

**CITY OF REDMOND
CHECK APPROVAL REGISTER**

2/3/2021

| Check Number | Check Date | Vendor Name | Description | Check amount |
|--------------|------------|--|---|----------------|
| 431445 | 2/3/2021 | Accurate Auto Body Inc | Work on 2018 Ford Police Interceptor | \$4,116.43 |
| 431446 | 2/3/2021 | Alpine Products Inc | Van Accessible Handicap sign | \$143.13 |
| 431447 | 2/3/2021 | Am Test Inc | Fluoride | \$45.00 |
| 431448 | 2/3/2021 | Aramark Uniform Services Inc | Uniform Services Fleet Main | \$204.38 |
| 431449 | 2/3/2021 | Arbok Ives | CC#9586 2021 Redmond Art Season Grant | \$1,250.00 |
| 431450 | 2/3/2021 | Aspect Consulting LLC | CC#8338-2 On Call Geotechnical & Environmental Sv | \$3,295.31 |
| 431451 | 2/3/2021 | AT&T Mobility (AKA: FirstNet) | December 2020 Services | \$8,136.96 |
| 431452 | 2/3/2021 | AT&T Mobility (AKA: FirstNet) | December 2020 Services | \$100.20 |
| 431453 | 2/3/2021 | Attain Housing (FKA: KITH) | 4TH Qtr 2020 Reimbursement | \$2,000.00 |
| 431454 | 2/3/2021 | Bentley Systems Inc | WaterGEMS 10000 Pipes Select | \$6,274.38 |
| 431455 | 2/3/2021 | Bickford Motors Inc | Misc Auto Parts | \$457.23 |
| 431456 | 2/3/2021 | Blue Star Gas - Seattle | Autogas Fuel Conversion Kit | \$13,652.40 |
| 431457 | 2/3/2021 | Bound Tree Medical | Drugs and Pharmaceuticals | \$2,949.43 |
| 431458 | 2/3/2021 | Buenavista Services Inc | Extra Covid Cleaning December 2020 | \$25,532.43 |
| 431459 | 2/3/2021 | Builders Exchange of Washington Inc | Online Bid Postings | \$133.25 |
| 431460 | 2/3/2021 | Cadman Inc | 1/2" HMA | \$425.22 |
| 431461 | 2/3/2021 | Carl Trent (Disability Claim) | Disability Board Claim | \$1,156.80 |
| 431462 | 2/3/2021 | Cascade Columbia Distribution Co | Morton Salt Sodium Fluoride | \$2,264.25 |
| 431463 | 2/3/2021 | Cascade Water Alliance | 2021 Demand Share Conservation JAN 2021 | \$1,064,632.00 |
| 431464 | 2/3/2021 | CDK Construction Services Inc | CC#9553 Seismic Upgrades for Fire stations | \$150,392.13 |
| 431465 | 2/3/2021 | CDK Construction Services Inc | Fire Stations 14 and 18 Seismic Upgrade | \$7,251.31 |
| 431466 | 2/3/2021 | Central Welding Supply Co Inc | Oxygen and Cylinder Rentals FD # 17 | \$122.12 |
| 431467 | 2/3/2021 | CenturyLink | January 2021 Services | \$225.87 |
| 431468 | 2/3/2021 | Chinese Information and Service Center | 4TH Qtr 2020 Reimbursement | \$6,160.75 |
| 431469 | 2/3/2021 | City of Kirkland | Fuel for Emergency Units December 2020 | \$564.75 |
| 431470 | 2/3/2021 | City of Kirkland | Paramedic Training | \$13,942.34 |
| 431471 | 2/3/2021 | City of Seattle | ASD Case Management Services | \$9,696.82 |
| 431472 | 2/3/2021 | Code Publishing Co | CC#9477-1 Zoning Code Conversion | \$11,632.50 |
| 431473 | 2/3/2021 | Collision Masters LLC | Work on 6 Savana 2003-20 | \$1,589.13 |
| 431474 | 2/3/2021 | Columbia Ford Inc | Purchase of 2020 Ford Oxford White Escape SE | \$30,161.22 |
| 431475 | 2/3/2021 | Community Homes Inc | 4TH Qtr 2020 Reimbursement | \$1,250.00 |
| 431476 | 2/3/2021 | Consejo Counseling & Referral Service | 4TH Qtr 2020 Reimbursement | \$2,871.36 |

| | | | | |
|--------|----------|--|---|----------------|
| 431477 | 2/3/2021 | Dick's Towing Inc | 01/06/2021 Towing Service | \$110.40 |
| 431478 | 2/3/2021 | Dobbs Heavy Duty Holdings LLC | Misc Auto Parts | \$3,157.80 |
| 431479 | 2/3/2021 | Donald Smith (Disability Claim) | Disability Board Claim | \$3,200.00 |
| 431480 | 2/3/2021 | Duvall Auto Parts | Saws for Streets | \$323.18 |
| 431481 | 2/3/2021 | Electronic Business Machines | 12/23-01/22/2021 Kyocera Overages FS#11,12,16 | \$1,251.16 |
| 431482 | 2/3/2021 | Ensemble Care For Heroes (AKA: ECMS) | Bunker Gear Repair & Cleaning | \$749.73 |
| 431483 | 2/3/2021 | Everett Polygraph Services LLC | Polygraph Services | \$200.00 |
| 431484 | 2/3/2021 | Fastenal Company | Material Vending Machine & Maint Inventory | \$501.68 |
| 431485 | 2/3/2021 | Fehr & Peers | CC#8479-1 On Call Services | \$436.78 |
| 431486 | 2/3/2021 | Fire Protection Inc | Fire Alarm Monitoring Services January 2021 | \$10,984.68 |
| 431487 | 2/3/2021 | Forterra NW | CC# 8278-1 Green Red. Partnership 08/20 | \$13,772.54 |
| 431488 | 2/3/2021 | Freightliner Northwest | Filters Keys Cutting Charge | \$226.02 |
| 431489 | 2/3/2021 | Galls LLC | Uniform Supplies for Fire | \$2,130.10 |
| 431490 | 2/3/2021 | Genuine Parts Co (AKA: NAPA) | Misc Auto Parts | \$3,037.70 |
| 431491 | 2/3/2021 | George Penner (Disability Board Claims) | Disability Board Claim | \$45.00 |
| 431492 | 2/3/2021 | Granicus | Government Transparency Managed Services Feb 2021 | \$2,938.94 |
| 431493 | 2/3/2021 | Helena's Cleaners | Uniform Cleaning for PD | \$302.36 |
| 431494 | 2/3/2021 | Hero House NW | 4th Qtr 2020 Reimbursement Supported Employment | \$3,500.00 |
| 431495 | 2/3/2021 | Herrera Environmental Consultants Inc | CC# 9191 Restoration & Mitigation Site Monitoring | \$8,149.36 |
| 431496 | 2/3/2021 | Honey Bucket | Portable Toilet Rental | \$1,195.00 |
| 431497 | 2/3/2021 | Horizon Distributors | Irrigation Supplies | \$92.59 |
| 431498 | 2/3/2021 | HSO North America LLC | CC# 8890 Dynamics Support & Consulting Services | \$30,000.00 |
| 431499 | 2/3/2021 | Hughes Fire Equipment Inc | Misc Parts | \$1,516.42 |
| 431500 | 2/3/2021 | Huitt-Zollars Inc | CC# 8180 City CFD #2 | \$54.80 |
| 431501 | 2/3/2021 | IKRON of Greater Seattle | 4th Qtr 2020 Reimbursement Behavior Health Svcs | \$4,893.75 |
| 431502 | 2/3/2021 | Iron Mountain | Storage Period 01/01/2021-12/31/2021 | \$14,413.81 |
| 431503 | 2/3/2021 | Jaymarc AV | AV Equipment | \$3,483.48 |
| 431504 | 2/3/2021 | Jewish Family Services Multi Ethnic Center | 4th Qtr 2020 Reimbursement | \$1,583.75 |
| 431505 | 2/3/2021 | Joeleta Martin | CC# 8980 Senior Exercise Fitness & Instruction | \$810.00 |
| 431506 | 2/3/2021 | Johns Cleaning Service | Uniform Cleaning for Fire December 2020 | \$406.59 |
| 431507 | 2/3/2021 | King County | CC# 8923 Redmond Paired Basin Retrofit | \$1,485,402.85 |
| 431508 | 2/3/2021 | Kronos Incorporated | Year 2 WFD SaaS | \$141,962.26 |
| 431509 | 2/3/2021 | LaBonde Land Inc | CC# 9031 On Call Real Property Services | \$2,345.00 |
| 431510 | 2/3/2021 | Lake Washington Schools Foundation | 4th Qtr 2020 Reimbursement | \$2,500.00 |
| 431511 | 2/3/2021 | Lavon Watson (Disability Claim) | Disability Board Claim | \$142.60 |
| 431512 | 2/3/2021 | Leverage Information Systems Inc | HVAC PSB | \$1,815.77 |
| 431513 | 2/3/2021 | Life Assist Inc | Medical Supplies for Fire BLS & ALS | \$80.96 |

| | | | | |
|--------|----------|---|---|--------------|
| 431514 | 2/3/2021 | LN Curtis & Sons | Wheel Choc Med | \$145.56 |
| 431515 | 2/3/2021 | LTI Inc | Road Salt | \$4,507.14 |
| 431516 | 2/3/2021 | Lynne Steele | CC# 8981 Yoga Classes | \$240.00 |
| 431517 | 2/3/2021 | ManageForce Corporation | CC# 8238 SQL Server Database Admin Svcs Feb 2021 | \$3,750.00 |
| 431518 | 2/3/2021 | McKinstry Co LLC | HVAC Repair | \$7,791.41 |
| 431519 | 2/3/2021 | McKinstry Essention LLC | ESCO Lighting Project Construction for PSB | \$5,460.40 |
| 431520 | 2/3/2021 | Microsoft | Microsoft Surface Pro 7 | \$2,148.62 |
| 431521 | 2/3/2021 | Minuteman Press | CC# 9222 Bulk Mailing Svcs & Postage | \$1,345.01 |
| 431522 | 2/3/2021 | Municipal Emergency Services Inc | Fire Helmet | \$463.09 |
| 431523 | 2/3/2021 | Mutual Materials Company | Misc Supplies | \$85.53 |
| 431524 | 2/3/2021 | National Testing Network Inc | Annual Membership Firefighter Testing 2021 | \$1,500.00 |
| 431525 | 2/3/2021 | Nelson Petroleum | Fuel | \$213.76 |
| 431526 | 2/3/2021 | Nelson Truck Equipment Co Inc | Upfitting for Vehicle 06-1801 | \$30,519.67 |
| 431527 | 2/3/2021 | North Coast Electric Company | Electrical Supplies | \$1,412.03 |
| 431528 | 2/3/2021 | Northwest Air & Safety | Compressor Service Call FS 11 | \$898.32 |
| 431529 | 2/3/2021 | Northwest Sales Group Inc | Tire Changer Equipment for Fire Fleet | \$6,734.82 |
| 431530 | 2/3/2021 | Occupational Health Centers | Employee Medical Exams | \$196.50 |
| 431531 | 2/3/2021 | OnSite Environmental Inc | Water Quality Testing - Credit | \$100.00 |
| 431532 | 2/3/2021 | O'Reilly Auto Parts | Misc Auto Parts | \$216.24 |
| 431533 | 2/3/2021 | Pape Material Handling Inc | Misc Parts | \$268.58 |
| 431534 | 2/3/2021 | Puget Sound Energy Inc | January 2021 Services | \$58,818.74 |
| 431535 | 2/3/2021 | Redmond Historical Society | Approved budget allocation | \$4,000.00 |
| 431536 | 2/3/2021 | Reliance Fire Protection Inc | Sprinkler System Testing - Public Safety Building | \$9,393.74 |
| 431537 | 2/3/2021 | Richard Radtke (Disability Claim) | Disability Board Claim | \$477.30 |
| 431538 | 2/3/2021 | Robert Half Technology (AKA: Accountemps) | Temp Services Kevin Blazzard | \$4,427.50 |
| 431539 | 2/3/2021 | Robert Sheehan | Disability Board Claim | \$403.80 |
| 431540 | 2/3/2021 | Romaine Electric | Misc Parts | \$191.93 |
| 431541 | 2/3/2021 | Seattle Automotive Distributing Inc | Misc Auto Parts | \$416.52 |
| 431542 | 2/3/2021 | SHI International Corp | PowerApps Per App License 02/01/21 - 12/31/21 | \$715,849.91 |
| 431543 | 2/3/2021 | Socrata Inc | Publica Open Data Cloud 12/18/20-12/17/21 | \$24,055.75 |
| 431544 | 2/3/2021 | Sound Safety Products (DBA: Work N More) | Uniform for Planning Department | \$1,989.56 |
| 431545 | 2/3/2021 | Sprague Pest Solutions | Pest Control Farrell-McWhirter Park | \$1,053.42 |
| 431546 | 2/3/2021 | Staples Contract & Commercial Inc | Office Supplies | \$508.07 |
| 431547 | 2/3/2021 | Sunbelt Rentals Inc | Equipment Rental | \$303.26 |
| 431548 | 2/3/2021 | Superior Towing | Towing Services | \$333.60 |
| 431549 | 2/3/2021 | T Bailey Inc | CC# 9482 Tank Painting and Seismic Upgrades | \$283,868.53 |
| 431550 | 2/3/2021 | T Mobile | January 2021 Services | \$400.88 |

| | | | | |
|--------|----------|--|--|--------------|
| 431551 | 2/3/2021 | T Mobile | January 2021 Services | \$1,197.30 |
| 431552 | 2/3/2021 | Tanner Electric Cooperative | Services 12/27/2020 - 01/27/2021 | \$747.86 |
| 431553 | 2/3/2021 | Teleflex LLC | ALS Medical Supplies | \$2,860.10 |
| 431554 | 2/3/2021 | Therapeutic Health Services | CC #8973 4th Qtr 2020 Reimbursement | \$5,951.00 |
| 431555 | 2/3/2021 | TIAA Commercial Finance Inc | February 2021 Kyocera Leases | \$4,299.09 |
| 431556 | 2/3/2021 | TransUnion Risk & Alternative Data Solutions Inc | January 2021 Services | \$112.30 |
| 431557 | 2/3/2021 | True North Equipment Inc | Heavy duty auto parts | \$440.19 |
| 431558 | 2/3/2021 | Tyler Technologies Inc | Renewal for Energov Support & Maintenance for 2021 | \$107,806.13 |
| 431559 | 2/3/2021 | UniFirst Corporation | Laundry services for Fire Fleet Dept | \$307.80 |
| 431560 | 2/3/2021 | Utilities Underground | January 2021 Services Acct # 107500 | \$592.11 |
| 431561 | 2/3/2021 | Verathon Inc | Glide Scope Supplies | \$2,955.71 |
| 431562 | 2/3/2021 | Verizon Wireless (AKA: Cellco Partnership) | HP5200 & HP5500 Monthly Service November 2020 | \$133.11 |
| 431563 | 2/3/2021 | Washington Association of Sheriffs & Police Chiefs | 2021 Dues Darrell Lowe | \$365.00 |
| 431564 | 2/3/2021 | Washington State Dept of Health | 2021 Operating Permit | \$49,342.35 |
| 431565 | 2/3/2021 | Wave Electrical LLC | Police UPS Panelboard Capacity Survey | \$1,388.20 |
| 431566 | 2/3/2021 | WCP Solutions | Janitorial Supplies | \$126.75 |
| 431567 | 2/3/2021 | Western Equipment Distributors Inc | Misc Parts | \$62.02 |
| 431568 | 2/3/2021 | Woodinville Water District | Services 11/05/20-01/07/21 | \$45.10 |
| 431569 | 2/3/2021 | Wright Runstad Associates Limited Partnership | CC# 7388-4 Management Fees February 2021 | \$6,814.24 |
| 431570 | 2/3/2021 | YWCA Seattle King County | 4th Qtr 2020 Reimbursement CC #9025 | \$6,146.00 |
| 431571 | 2/3/2021 | Zee Medical Service Co | First Aid Supply Stations - City Hall | \$339.87 |
| 431572 | 2/3/2021 | Ziply Fiber (AKA: Northwest Fiber LLC) | January 2021 Services | \$15,336.43 |
| 431573 | 2/3/2021 | Zoho Corporation | Subscription for ManageEngine 03/12/21-03/11/22 | \$3,671.84 |

| | |
|----------------------|-----------------------|
| Total Checks: | \$4,505,875.85 |
|----------------------|-----------------------|

| | | | | |
|------------------|-------------------|---------------|--------------------|--------------|
| Trans No. | Trans Date | Vendor | Description | |
| Wire | 2/3/2021 | Premera | Medical Claims | \$204,799.54 |

| | |
|------------------------------|---------------------|
| Total Wire Transfers: | \$204,799.54 |
|------------------------------|---------------------|

| | | | | |
|--------------|----------|------------------|------------------------------|--------------|
| Voids | | | | |
| 429999 | 2/2/2021 | LaBonde Land Inc | Check issued on - 11/12/2020 | (\$2,345.00) |

| | |
|---------------------|---------------------|
| Total Voids: | (\$2,345.00) |
|---------------------|---------------------|

| | |
|---------------------|-----------------------|
| Grand Total: | \$4,708,330.39 |
|---------------------|-----------------------|

**CITY OF REDMOND
CHECK APPROVAL REGISTER**

2/10/2021

| Check Number | Check Date | Vendor Name | Description | Check amount |
|--------------|------------|-----------------------------------|---|--------------|
| 431574 | 2/10/2021 | A&M Tree Service | Emergency Tree Removal | \$8,367.60 |
| 431575 | 2/10/2021 | Accurate Auto Body Inc | Work on 2017 Ford Fusion | \$9,257.51 |
| 431576 | 2/10/2021 | Am Test Inc | Water Bacteriological Analysis | \$1,100.00 |
| 431577 | 2/10/2021 | Amazon Web Services Inc | Amazon Web Services January 2021 | \$148.26 |
| 431578 | 2/10/2021 | American Planning Association | 2021 Membership Dues | \$533.00 |
| 431579 | 2/10/2021 | Aramark Uniform Services Inc | Uniform Services RCCMV | \$350.76 |
| 431580 | 2/10/2021 | Artech Inc | Storage for February 2021 | \$125.92 |
| 431581 | 2/10/2021 | Associated Petroleum Products Inc | Fuel | \$18,075.32 |
| 431582 | 2/10/2021 | AT&T Mobility (AKA: FirstNet) | JANUARY 2021 Tech and Info Services | \$5,928.51 |
| 431583 | 2/10/2021 | Atlassian Pty Ltd | Jira Software Renewal | \$110.00 |
| 431584 | 2/10/2021 | Balfour Beatty Construction LLC | Reimb License Fee | \$119.00 |
| 431585 | 2/10/2021 | Bens Cleaner Sales Inc | Misc Parts | \$546.84 |
| 431586 | 2/10/2021 | BHC Consultants LLC | CC# 8222-2 Design & Engineering Services | \$518.20 |
| 431587 | 2/10/2021 | Blue Star Gas - Seattle | Fuel | \$475.47 |
| 431588 | 2/10/2021 | Bound Tree Medical | Drugs and Pharmaceuticals | \$2,752.97 |
| 431589 | 2/10/2021 | Brake & Clutch Supply Inc | Misc Auto Parts | \$32.03 |
| 431590 | 2/10/2021 | Bright Horizons | Overpaid 2021 Licensing Fee | \$2,428.48 |
| 431591 | 2/10/2021 | Bullseye Creative Inc | City Tourism Program | \$9,900.00 |
| 431592 | 2/10/2021 | Cadman Inc | Work at 18080 NE 76TH ST | \$580.88 |
| 431593 | 2/10/2021 | Cascade Water Alliance | 2020 Demand Share Conservation DEC 2020 | \$404,390.00 |
| 431594 | 2/10/2021 | Cascadia Consulting Group Inc | CC#9392 Redmond Multi Family Outreach 2020 | \$7,930.21 |
| 431595 | 2/10/2021 | CDW Government LLC | APC HORIZONTAL MR PDU 1U | \$111.56 |
| 431596 | 2/10/2021 | Cedar Grove Composting Inc | Composting Supplies for Parks Ops | \$873.95 |
| 431597 | 2/10/2021 | Central Welding Supply Co Inc | Oxygen and Cylinder Rentals FD # 11 | \$1,259.91 |
| 431598 | 2/10/2021 | CenturyLink | January 2021 Services | \$57.02 |
| 431599 | 2/10/2021 | Chanin Kelly-Rae Consulting | CC# 9114 Training & Consultation | \$3,675.00 |
| 431600 | 2/10/2021 | Chris Chernow | CC#9551 Temporary Public Art Winter Program | \$1,250.00 |
| 431601 | 2/10/2021 | City of Bellevue | Human Services Pooled Prog 4TH Qrtly Billing 2020 | \$244,266.00 |
| 431602 | 2/10/2021 | City of Bellevue | ARCH Contributions 4TH Qtr 2020 | \$30,776.00 |
| 431603 | 2/10/2021 | City of Bellevue | 4TH Quarter 2020 Services | \$5,957.96 |
| 431604 | 2/10/2021 | City of Kirkland | Paramedic Training | \$32,333.58 |
| 431605 | 2/10/2021 | City of Kirkland | Joint Ownership Qtr 4 2020 | \$7,354.35 |

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|--------|-----------|--|---|--------------|
| 431606 | 2/10/2021 | Code Publishing Co | Zoning Code Web Update | \$186.00 |
| 431607 | 2/10/2021 | Collision Masters LLC | Work on 2017 Ford Fusion Hybrid | \$330.60 |
| 431608 | 2/10/2021 | Comcast Cable | February 2021 Services | \$563.11 |
| 431609 | 2/10/2021 | Computer Power & Service Inc | UPS Support / Preventative Maint | \$2,138.45 |
| 431610 | 2/10/2021 | Copiers Northwest Inc | CC# 8925 JAN 2021 City Wide Mail Delivery Service | \$9,019.37 |
| 431611 | 2/10/2021 | Corwin Heimbigner (Disability C) | Disability Board Claim | \$415.80 |
| 431612 | 2/10/2021 | Cressy Door Company Inc | Work at FD #34 and #17 | \$487.08 |
| 431613 | 2/10/2021 | Cues | Cues Inspections Software | \$5,044.28 |
| 431614 | 2/10/2021 | Dataquest LLC | Background checks | \$502.00 |
| 431615 | 2/10/2021 | De Laurenti Florist Inc | CC# 9479 - Flower Arranging Classes. | \$665.00 |
| 431616 | 2/10/2021 | Diamond Parking Services LLC | New Signs | \$327.00 |
| 431617 | 2/10/2021 | EMS Technology Solutions LLC | Inventory And Asset Management License 1208092 | \$1,231.00 |
| 431618 | 2/10/2021 | Faronics Technologies USA Inc | Deep Freeze ENT Maintenance Renewal | \$346.82 |
| 431619 | 2/10/2021 | Fastenal Company | Material Vending Machine & Maint Inventory | \$79.35 |
| 431620 | 2/10/2021 | Ferguson Waterworks | Various Parts for Emergency Bypass System | \$15,163.70 |
| 431621 | 2/10/2021 | Fire Protection Inc | Service at Novelty Sewage | \$364.95 |
| 431622 | 2/10/2021 | Full Circle Environmental Inc | CC#9457 Commercial Recycling Outreach PA-2105252 | \$5,538.50 |
| 431623 | 2/10/2021 | Galls LLC | Uniform Supplies for Fire | \$2,114.13 |
| 431624 | 2/10/2021 | Genuine Parts Co (AKA: NAPA) | Misc Auto Parts | \$478.08 |
| 431625 | 2/10/2021 | George Penner | Disability Board Claim | \$449.40 |
| 431626 | 2/10/2021 | Glendale Heating & Air Conditioning | Refund License Fees | \$106.90 |
| 431627 | 2/10/2021 | Gordon Thomas Honeywell Governmental Affairs | CC# 8732 Lobbying Services January 2021 | \$5,609.67 |
| 431628 | 2/10/2021 | Granite Construction Company | CC# 9417 520 Trail Grade Separation | \$358,935.77 |
| 431629 | 2/10/2021 | Greater Redmond Transportation Mgmt Asn | Program Administration | \$14,270.69 |
| 431630 | 2/10/2021 | HSO North America LLC | CC# 9513 D365 Implementation | \$195,496.00 |
| 431631 | 2/10/2021 | Identity Automation LP | Annual Subscription Renewal 2/10/21-2/9/22 | \$4,514.32 |
| 431632 | 2/10/2021 | India Association of Western WA/Seniors | 4th Qtr 2020 Reimbursement HSC | \$2,575.00 |
| 431633 | 2/10/2021 | India Association of Western WA/Seniors | 4th Qtr 2020 Reimbursement Cultural Navigation | \$927.00 |
| 431634 | 2/10/2021 | Intercom Language Services Inc | Translation Services for Public Defense Jan 2021 | \$850.00 |
| 431635 | 2/10/2021 | Interior Technology | WON Door Trolley Repairs at MOC Parks | \$5,039.28 |
| 431636 | 2/10/2021 | Iron Mountain | Off Site Records Archival/Retrieval/Shedding | \$208.82 |
| 431637 | 2/10/2021 | James Kriebel | Disability Board Claim | \$433.80 |
| 431638 | 2/10/2021 | JRW Enterprises | Locksmithing Services | \$761.75 |
| 431639 | 2/10/2021 | Julie W Cauthorn | CC# 8983 Tai Chi Instruction | \$720.00 |
| 431640 | 2/10/2021 | Kenneth F Koenig | Disability Board Claim | \$566.78 |
| 431641 | 2/10/2021 | Kirkland Buick GMC | Fuel Filters / Pump | \$16,425.29 |
| 431642 | 2/10/2021 | Klinge and Associates Inc | CC# 9456 Redmond Pool Renovation Phase II | \$148,670.60 |

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|--------|-----------|--|---|-------------|
| 431643 | 2/10/2021 | Larry Gainer | Disability Board Claim | \$619.50 |
| 431644 | 2/10/2021 | Lavon Watson (Disability Claim) | Disability Board Claim | \$148.50 |
| 431645 | 2/10/2021 | Les Schwab Tire Center | Tires / Services | \$99.08 |
| 431646 | 2/10/2021 | Level 3 Communications LLC | Long Distance & Internet Services February 2021 | \$2,555.98 |
| 431647 | 2/10/2021 | LexisNexis Risk Solutions | Digital Records Research December 2020 | \$184.89 |
| 431648 | 2/10/2021 | Life Assist Inc | Medical Supplies for Fire BLS & ALS | \$2,170.50 |
| 431649 | 2/10/2021 | Lincoln Property Company | Hydrant Meter Permit Close Out HYD-2020-02651 | \$2,173.62 |
| 431650 | 2/10/2021 | MAPS | 2nd through 4th Qtr 2020 Reimbursement | \$7,500.00 |
| 431651 | 2/10/2021 | Matthew Nienaber (Disability Cla) | Disability Board Claim | \$279.20 |
| 431652 | 2/10/2021 | McKinstry Co LLC | HVAC Labor Sheave Replacement for Gun Range | \$843.44 |
| 431653 | 2/10/2021 | Minuteman Press | CC# 9222 Printing Services Log Sheet Pads | \$18,581.27 |
| 431654 | 2/10/2021 | National Alliance For Mentally Ill | 4th Qtr 2020 Reimbursement | \$4,044.25 |
| 431655 | 2/10/2021 | Occam Video Solutions LLC | Detective Equipment | \$2,190.99 |
| 431656 | 2/10/2021 | Occupational Health Centers | Employee Medical Exams | \$291.50 |
| 431657 | 2/10/2021 | O'Reilly Auto Parts | Misc Auto Parts | \$287.96 |
| 431658 | 2/10/2021 | Osborn Consulting Inc | CC# 7976-4 Monticello Creek Watershed Restoration | \$7,263.73 |
| 431659 | 2/10/2021 | Otak Inc | CC# 8256-2 NE 40th Trunkline Outfall Monitoring | \$21,189.83 |
| 431660 | 2/10/2021 | Pacific Topsoils Inc | Topsoil | \$34.24 |
| 431661 | 2/10/2021 | Pape Material Handling Inc | Misc Parts | \$131.41 |
| 431662 | 2/10/2021 | Penser NorthAmerica Inc | Self Insurance Claims January 2021 | \$1,925.00 |
| 431663 | 2/10/2021 | Pollardwater | Misc Supplies | \$403.76 |
| 431664 | 2/10/2021 | Praxair Distribution Inc | On Call Welding Parts & Gases | \$144.16 |
| 431665 | 2/10/2021 | Precision Concrete Cutting | Sidewalk Trip Hazard Grinding | \$2,163.65 |
| 431666 | 2/10/2021 | Puget Sound Energy Inc | January 2021 Services | \$14,045.91 |
| 431667 | 2/10/2021 | Robert Half Technology | Temp Services Kevin Blazzard | \$4,542.50 |
| 431668 | 2/10/2021 | Sammamish Plateau Water and Sewer District | Services 11/30/2020 - 12/31/2020 | \$216.03 |
| 431669 | 2/10/2021 | Seattle Automotive Distributing Inc | Misc Auto Parts | \$108.79 |
| 431670 | 2/10/2021 | Siemens Industry Inc | City Hall Elevator Card Reader Repair | \$1,041.70 |
| 431671 | 2/10/2021 | Siskun Power Equipment | Misc Parts | \$76.24 |
| 431672 | 2/10/2021 | Site Surveying Inc | Boundary Survey at Viewpoint Open Space | \$1,837.50 |
| 431673 | 2/10/2021 | Sound Safety Products | Fall/Winter Uniform for Public Works MOC | \$815.48 |
| 431674 | 2/10/2021 | Springbrook Holding Company LLC | CC# 7186-1 CivicPay Transaction Fee Jan 2021 | \$2,096.19 |
| 431675 | 2/10/2021 | Step Up Consulting LLC | Consulting Services for City's Kronos WFD Project | \$29,040.00 |
| 431676 | 2/10/2021 | T Mobile | January 2021 Services | \$20.54 |
| 431677 | 2/10/2021 | T Mobile | January 2021 Services | \$140.64 |
| 431678 | 2/10/2021 | TEC Equipment Inc | Misc Auto Parts | \$216.94 |
| 431679 | 2/10/2021 | Technical Systems Inc | CC # 9123 Control & Telemetry Upgrades | \$56,591.40 |

| | | | | |
|--------|-----------|---|---|-------------|
| 431680 | 2/10/2021 | Techpower Solutions Inc | HP EliteDisplay E243 Monitor with 4yr w-ty | \$219.10 |
| 431681 | 2/10/2021 | The Seattle Times | Legal Ads January 2021 | \$115.96 |
| 431682 | 2/10/2021 | The Wide Format Company | Plotter Maintenance Jan 2021 | \$131.92 |
| 431683 | 2/10/2021 | Tible Law PLLC | Conflict Attorney Legal Fees | \$350.00 |
| 431684 | 2/10/2021 | Toole Design Group LLC | CC# 8466-1 Planning & Eng On-call Svcs | \$1,895.37 |
| 431685 | 2/10/2021 | UniFirst Corporation | Laundry services for Fire Fleet Dept | \$102.60 |
| 431686 | 2/10/2021 | Universal Land Construction Co | Hydrant Meter Permit Close Out HYD-2020-05589 | \$1,086.81 |
| 431687 | 2/10/2021 | Washington State Dept of Transportation | Project Costs for December 2020 | \$11,361.39 |
| 431688 | 2/10/2021 | Washington State Employment Security Dept | 4th Qtr 2020 UI Tax | \$25,009.60 |
| 431689 | 2/10/2021 | Waste Management Northwest | January 2021 Services | \$72.84 |
| 431690 | 2/10/2021 | Waste Management Northwest | January 2021 Services | \$278.68 |
| 431691 | 2/10/2021 | Waste Management Northwest | January 2021 Services | \$55.73 |
| 431692 | 2/10/2021 | Waste Management Northwest | January 2021 Services | \$152.96 |
| 431693 | 2/10/2021 | Waste Management Northwest | CC# 8002 Garbage Services January 2021 | \$11,738.38 |
| 431694 | 2/10/2021 | Wave Electrical LLC | Pro Ozone Unit 120 Volt Circuit | \$377.30 |
| 431695 | 2/10/2021 | Webcheck Inc | Webcheck Services January 2021 | \$369.94 |
| 431696 | 2/10/2021 | Wilder Environmental Consulting | CC# 9580 Organics Recycling Outreach | \$3,154.74 |
| 431697 | 2/10/2021 | Wm Dickson Co | Hydrant Meter Permit Close out | \$1,086.81 |
| 431698 | 2/10/2021 | ZAP Technology LLC | Zap maint/support 01/22/21-01/21/2022 | \$13,249.00 |
| 431699 | 2/10/2021 | Zee Medical Service Co | First Aid Supply Stations - MOC | \$87.90 |

| | |
|----------------------|------------------------------|
| Total Checks: | <u>\$1,860,055.93</u> |
|----------------------|------------------------------|

| Trans No. | Trans Date | Vendor | Description | |
|-----------|------------|---------|----------------|--------------|
| Wire | 2/10/2021 | Premera | Medical Claims | \$269,780.48 |

| | |
|------------------------------|----------------------------|
| Total Wire Transfers: | <u>\$269,780.48</u> |
|------------------------------|----------------------------|

| | | | | |
|--------------|-----------|------------------------|------------------------------|--------------|
| Voids | | | | |
| 424346 | 2/3/2021 | Cedar Grove Composting | Check issued on - 12/19/2019 | (\$2,496.45) |
| 430465 | 2/11/2021 | ESO Solutions Inc | Check issued on - 2/11/2021 | (\$5,604.51) |

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|---------------------|----------------------------|
| Total Voids: | <u>(\$8,100.96)</u> |
|---------------------|----------------------------|

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|---------------------|-------------------------------------|
| Grand Total: | <u><u>\$2,121,735.45</u></u> |
|---------------------|-------------------------------------|

| | |
|----------------|-------------------------------------|
| Summary | |
| 2/3/21 Ck Run | \$4,505,875.85 |
| 2/10/21 Ck Run | \$1,860,055.93 |
| Wire Transfers | \$474,580.02 |
| Voids | (\$10,445.96) |
| Total | <u><u>\$6,830,065.84</u></u> |



Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-024
Type: Consent Item

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

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|----------------|---|
| Planning and Community Development | Sarah Pyle | Manager, Community Development and Implementation |
| Planning and Community Development | Kimberly Dietz | Senior Planner |

TITLE:

Adoption of Ordinances for the Redmond Zoning and Municipal Code - Annual Cleanup

- a. Ordinance No. 3028: An Ordinance of the City of Redmond, Washington, Amending the Redmond Zoning Code to Address Clarity and Conciseness of the Code, Ensure Accuracy Between Code Sections and References, and Account for New Conditions Necessary Due to Updates in City, State, and Federal Regulations, Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3029: An Ordinance of the City of Redmond, Washington, Amending Section 3.10.030 Definitions of the Redmond Municipal Code to Add Definitions of "Dwelling Unit," Multi-Family Dwelling Unit, and Single-Family Dwelling Unit, Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3030: An Ordinance of the City of Redmond, Washington, Amending Chapter 3.38 Multifamily Housing Property Tax Exemption of the Redmond Municipal Code to Define and Reference Area Median Income, Providing for Severability and Establishing an Effective Date
- d. Ordinance No. 3031: An Ordinance of the City of Redmond, Washington, Amending Chapter 13.06 Stormwater Management Code of the Redmond Municipal Code to Make Minor Corrections and Changes to References, Providing for Severability and Establishing an Effective Date
- e. Ordinance No. 3032: An Ordinance of the City of Redmond, Washington, Amending Subsection 13.07.100(A)(1) Wellhead Protection Performance Standards of the Redmond Municipal Code to Make Minor Corrections And Changes, Providing For Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Adoption of ordinances amending the Redmond Zoning Code (Attachment C) and Redmond Municipal Code (Attachments D, E, F, and G) to incorporate minor, non-substantive corrections. The proposed amendments, included as

Attachment A, are recommended by the Redmond Planning Commission as periodic cleanup to portions of the Redmond Zoning Code (RZC) and Redmond Municipal Code (RMC). The amendments provide for clarity and conciseness; ensure accuracy between code sections and references; and account for new conditions including previously adopted amendments to functional plans, technical manuals, and State and Federal regulations.

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

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Zoning Code, Redmond Municipal Code, Redmond Comprehensive Plan
- **Required:**
 - WAC 365-196-800
 - Comprehensive Plan policies PI-11 and PI-12
 - RZC 21.76.070.AE and 21.76.050.K
 - Individual amendments also identify relevance based on the City's adopted plans including the Community Strategic Plan and relevance based on State and Federal regulations
- **Council Request:**
During the January 5, 2021 Staff Report, Councilmembers requested the addition of the Redmond Zoning and Municipal Code - Annual Cleanup to their next available consent agenda. At that time, Councilmembers Forsythe, Kritzer, and Carson also requested additional information regarding the topics raised during the City Council's December 8, 2020, Committee of the Whole, Planning and Public Works meeting. The two discussion topics: sign standards and affordable housing are reflected in Attachment B. Council Issues Matrix. Staff responded to the topics within the Issues Matrix as well as during the meeting, and the City Council closed both items.
- **Other Key Facts:**
This proposal represents an annual process through which the City addresses minor amendments to the City's Zoning and Municipal Codes. Previous amendments in this manner were adopted by the City Council as follows:
 - November 30, 2019 (Ord. 2978);
 - April 27, 2019 (Ords. 2958, 2959, 2960, 2960); and
 - October 6, 2015 (Ord. 2803, eff. Oct 17, 2015).

OUTCOMES:

As a normal course of business, City staff record code errors, discrepancies, and ambiguities as they are discovered by staff and by customers. The cleanup process also includes identifying potential code updates due to changed conditions, for conformance with new state or federal regulation, and alignment with emerging technologies or practices. A clear, concise, and timely code supports customers and staff during implementation of regulations as applied to public and private development. Efficiencies and cost savings to customers of the code are anticipated as a result of this annual code maintenance procedure.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Community and stakeholder outreach and involvement included three primary phases:

- Preliminary amendment organization and internal review (April to August 2020)
- Formal review through the Type VI Legislative Process (21.76.050 PERMIT TYPES AND PROCEDURES) including the SEPA comment and appeal period (August to October 2020)
- Planning Commission review and public hearing (October 2020)

- **Outreach Methods and Results:**

- Individual amendments involved relevant stakeholders during the initial development of preliminary draft amendments
 - Individual draft amendments reflective of input from stakeholders (ex. Pet Waste Code)
- Discussion of amendments and annual code cleanup process with Master Builders
 - Government Affairs Manager and five developers in attendance
 - No questions or concerns were raised
- City E-News informational posting
 - No questions or concerns were raised
- Project webpage providing a record of amendment series' development and review:
<https://www.redmond.gov/671/Proposed-Minor-Code-Changes>
 - Project announcements (webpage redirect) posted at Zoning Code; Development; and Public Hearing Notices webpages
 - No questions or concerns were raised
- Email and published notice distributed to parties of record, interested parties, and the community regarding SEPA and the Planning Commission's public hearing
 - Direct distribution by email to 11 parties
 - One email response clarifying content of cleanup series
- Planning Commission review process and public hearing at the Commission's October 21 and 28, 2020 meeting
 - No public comments
 - No public testimony provided
- City Council Proceedings notice published in Seattle Times and provided via email to Parties of Record on January 26, 2021

- **Feedback Summary:**

In summary, no comments or concerns were raised during the amendment series' development, organization, and formal review to-date. The community/stakeholder outreach and involvement was comprehensive and focused to ensure communication with current and future customers of the Development Services Center.

BUDGET IMPACT:

Total Cost:

This administrative process involves staff time with no additional funding. The anticipated fiscal impacts of individual amendments are discussed within the Amendment Series report, representing the Planning Commission's recommendation. In general, the minor, non-substantive nature of the recommended amendments, with a focus on increasing the codes' predictability, are anticipated to reduce the cost of doing business.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

Community Development - 000250 and Development Services - 000244

Budget Priority:

Vibrant & Connected

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

If yes, explain:

N/A

Funding source(s):

General fund and permitting and development fees. Relevant fees are discussed within the narrative for the individual amendments.

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|-------------------|
| 12/8/2020 | Committee of the Whole - Planning and Public Works | Provide Direction |
| 1/5/2021 | Business Meeting | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

The 2020 Redmond Zoning and Municipal Code Annual Code Cleanup includes one amendment to the City's Accessory Dwelling Unit regulations per Engrossed Substitute Senate Bill 6617. This State law requires that, by July 1, 2021, any city within a county planning under the GMA must adopt or amend ordinances, regulations, or other official controls that do not require the provision of off-street parking for ADUs within one-quarter of a mile from a major transit stop.

ANTICIPATED RESULT IF NOT APPROVED:

Beginning July 1, 2021, the new Accessory Dwelling Units requirements, per Engrossed Substitute Senate Bill 6617 (as set forth in RCW 36.70A.697) apply and take effect in any GMA city that has not adopted or amended such regulations and supersede, preempt, and invalidate any conflicting local development regulations.

ATTACHMENTS:

Attachment A: Redmond Planning Commission's November 18, 2020 Report and Recommendation to the City Council ([link <https://www.redmond.gov/DocumentCenter/View/16110/PC-Report_Annual-Code-Cleanup-PDF>](https://www.redmond.gov/DocumentCenter/View/16110/PC-Report_Annual-Code-Cleanup-PDF))

Attachment B: City Council Final Issues Matrix

Attachment C: Ordinance Amending Sections and Subsections of the Redmond Zoning Code

Attachment D: Ordinance Amending RMC Title 3 Revenue and Finance Chapter 3_10

Attachment E: Ordinance Amending RMC Title 3 Revenue and Finance Chapter 3_38

Attachment F: Ordinance Amending RMC Title 13 Water and Sewers Chapter 13_06

Attachment G: Ordinance Amending RMC Title 13 Water and Sewers Chapter 13_07

ATTACHMENT B:**Redmond Zoning and Municipal Code – Annual Cleanup***Final City Council Issues Matrix for December 8, 2020 and January 5, 2021*

Discussion Issues

| Issue | Discussion Notes | Status |
|---|--|---|
| Project Scope, Schedule, and Contract | | |
| <p>1. The sizes for signage need to be reduced in the multi-occupant / mixed-use locations to take into consideration percentages across with entire frontage of the building in relation to overall building design and the number of businesses housed in said building. Additionally, the City needs to update the figure drawing examples to include multi-occupant / mixed-use spaces / density zones, as currently the Zoning Code only provides stand-alone buildings examples?</p> <p>For this current review of the Annual Redmond Zoning and Municipal Code Cleanup, include an addition to RZC 21.44.020.E.3 General Sign Design Standards - Sign Legibility: “Vertically-stacked typography of Latin characters is prohibited as they are difficult to read due to varying letter widths and ligatures creating accessibility barriers.” (Forsythe, Carson)</p> | <p><u>City Council Discussion</u></p> <p>1/5/2021: Councilmember Forsythe noted her discussion with Carol Helland, Director of Planning and Community Development regarding sign legibility and an anticipated approach for follow up to her concerns. Councilmember Carson requested an overview of the discussion that occurred between Councilmember Forsythe and Director Helland. Councilmembers raised no additional concerns regarding this item and Councilmember Forsythe agreed that the item was closed.</p> <p>12/8/2020: Councilmembers began their review of the Annual Code Cleanup during their December 8, 2020 Committee of the Whole – Planning and Public Works. The annual “cleanup” addresses minor changes to the City code to improve its accuracy, clarity, and administration in conformance with adopted plans, policies, and regulations.</p> <p>Councilmember Forsythe expressed interest in a variety of aspects related to sign design standards, particularly for signs installed within the urban centers and mixed-use developments.</p> <ul style="list-style-type: none"> • The universal accessibility and legibility of signs including use of serif versus sans serif fonts; • Language around # square feet per lineal foot of building frontage up to # square feet and up to # percentage of building frontage; • LED/low energy requirement for all illuminated signs with solar power highly encouraged; and • Lumen output measurement for high density area illuminated signs. <p>Councilmember Forsythe suggested, for the current review of the Annual Code Cleanup series, including “vertically-stacked typography of Latin characters is prohibited as they are difficult to read due to varying letter widths and ligatures creating accessibility barriers” within RZC 21.44.020.E.3 General Sign Design Standards – Sign Legibility.</p> | <p>Opened 12/8/ 2020</p> <p>Closed 1/5/2021</p> |

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| | <p><u>Staff Response/Recommendation</u></p> <p>1/5/2021: Director Helland provided an overview of her discussion with Councilmember Forsythe including:</p> <ul style="list-style-type: none">• Sign code visibility such as fonts and their accessibility issues on behalf of people possessing visual impairments could not be included in the 2020 Annual Code Cleanup package due to its substantive scope.• A subsequent review of the City’s sign code would allow for in-depth study including the history and rationale of previous amendments and litigation. Discussion regarding proposed changes would also include stakeholder and community involvement.• And in-depth focus on sign regulations would support comprehensive consideration of laws, coordination with the City’s Design Review Board such as regarding trademark signage, and analysis of sign size, illumination, and relationship to urban design.• Potential updates to the City’s sign code could be coordinated with similar topics such as those involved in the Zoning Code Rewrite taking place during the next three years. <p>12/8/2020: The minor amendment to RZC 21.44.010 recommended to clarify the respective sign standards for Marymoor Village design districts (MDD1 - MDD5). These were not previously indicated in RZC 21.44.010 Signs and Street Graphics. Because of the unique variety of uses allowed for in Marymoor Village, the current sign code does not provide specificity regarding allowed sign types and associated design standards.</p> <p>In the interim, staff has relied on the design standards for signs located in the Downtown zones. New development closest to the future light rail station (MDD1) has implemented the standards consistent with the Riverbend zone (RVBD) while development in the remaining Marymoor Village design districts (MDD2, MDD3, MDD4, and MDD5) has implemented the standards consistent with the Anderson Park zone (AP). For consistency of administration</p> | |

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| | <p>and establishing predictability, the proposed amendments align with the operational approach. This issue was first identified during the administration of the Marymoor Village code for a private development (November 14, 2019).</p> <p>The RZC speaks to sign legibility under RZC 21.44.020.E.3 as follows:</p> <p>RZC 21.44.020.E.3. Sign Legibility.</p> <ol style="list-style-type: none">Use a brief message. Signs should use the fewest words possible. A sign with a brief, succinct message is simpler and faster to read, looks cleaner, and is more attractive. Signs should be used primarily for the purpose of identification or conveying recognition of a particular <u>development</u> or business. The primary sign message shall contain only the business name. If secondary signage is needed to describe the business use, it should be the same size or smaller than the primary business message. Other information, such as product listing, <u>services</u>, slogans, phone numbers, internet information, third-party advertising, etc. shall be placed inside the windows or on permitted <u>temporary signs</u> for communication purposes, rather than on the exterior building façade or on a freestanding or <u>monument sign</u>.Ensure legibility. An effective sign should do more than attract attention; it should communicate its message clearly, and be ensured to be easy to read.Use easy-to-read lettering styles. Avoid hard-to-read, intricate typefaces. Typefaces that are difficult to read reduce the sign's ability to communicate.Avoid spacing letters and words too close together. Crowding of letters, words, or lines will make any sign more difficult to read.Use significant contrast. If there is little contrast between the brightness or hue of the message of a sign and its background, it will be difficult to read.Use symbols and logos. Pictographic images will usually register more quickly in the viewer's mind than just a written message. Logos and graphics are encouraged if they meet the purpose and intent of the Sign Design Standards and the <u>sign area</u> allowed under the Sign Code. | |

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| | <p>Staff surveyed federal, state, and local development codes and other regulations and standards to learn what is commonly or locally administered. Few local governments, with the exception of Leavenworth due to its Bavarian design approach, include sign design standards specific to letter style, type, or font. The following information describes standardization of signage recommended for accessibility, for wayfinding and interpretive signage installed in national parks, and signage installed in accordance with the City of Seattle’s design guidance.</p> <p>1. Citation from ADA Standards for Accessible Design – Chapter 703 Signs</p> <p>703.5.2 Case. Characters shall be uppercase or lowercase or a combination of both.</p> <p>703.5.3 Style. Characters shall be conventional in form. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms.</p> <p>2. Citation from National Parks Service:</p> <p>Typeface.</p> <p>Typefaces for the UniGuide Standards were selected for their high legibility. Based on SEG D recommendations, two classic faces were chosen: the sans-serif face Frutiger, initially designed for ease of reading on road guide signs, and Rawlinson (and its variation NPS Roadway) which was developed specifically for the National Park Service. Tests on Rawlinson show that it is a very readable font.</p> <p>Although decorative fonts appeal to some because of their historic reference, they are to be avoided. Variations of Rawlinson and Frutiger (e.g., light, extra bold, condensed, expanded, italic, etc.) are generally to be avoided. In keeping with SEG D guidelines, words of all uppercase letters should be used sparingly because they are difficult to read.</p> | |

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| | <p>3. Citation from City of Seattle Design Guidelines</p> <p>SIGNAGE</p> <p>1. Scale and Character: Add interest to the streetscape with exterior signs and attachments that are appropriate in scale and character to the project and its environs. Signage should be compatible in character, scale, and locations while still allowing businesses to present a unique identity.</p> <p>2. Coordination with Project Design: Develop a signage plan within the context of architectural and open space concepts, and coordinate the details with façade design, lighting, and other project features to complement the project as a whole, in addition to the surrounding context.</p> <p>Additional research regarding requested changes to the City’s sign code will be provided in context of the background of the current code and opportunities for alignment with state and federal guidelines. Consideration will be made for scoping this item such as during the 2021 Annual Code Cleanup or Zoning Code Rewrite project, based on staff capacity. Presently, the majority of staff’s work is focused on housing and reducing barriers to affordable Transit Oriented Development (TOD), reinforcing environmental protections, and reducing the cost of doing business through clear and consistent code language that responds to the community vision.</p> | |
| <p>2. Provide additional information regarding the Planning Commission’s discussion of Affordable Housing, identified in the Planning Commission’s Nov. 18, 2020 Final Report and Issues Matrix. (Kritzer)</p> | <p><u>City Council Discussion</u></p> <p>1/5/2021: Councilmember Kritzer recognized how the item was of significant interest to the Planning Commission and requested additional discussion of the Commissioners’ concerns and implications regarding RZC subsection 21.76.030.E.3.b.i. Councilmembers raised no additional concerns regarding this item and Councilmember Kritzer agreed that the issue was closed.</p> <p>12/8/2020: During the City Council’s December 8, 2020 Committee of the Whole – Planning and Public Works, Councilmember Kritzer requested description of the Planning Commission’s discussion of RZC 21.76.030.E.3 Application Requirements – Fee Exemptions specific to affordable housing.</p> | <p>Opened 12/8/ 2020</p> <p>Closed 1/5/2021</p> |

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| | <p><u>Staff Response/Recommendation</u></p> <p>1/5/2021: Staff reiterated the questions and discussion the Planning Commission held regarding this item during their October 21 and 28, 2020 study session. Though the 5-year provision of the code section was not recommended for amendment, Commissioners requested additional information for their understanding of its relationship to the built environment and affordable housing. Staff described the code section’s implementation and, as an incentive, its preservation of affordable housing in addition to and with higher degrees of unit-based affordability than required by citywide or neighborhood-based affordable housing requirements. The clause addresses the addition of unit-based affordability at 60 percent of the area median income, maintained as affordable for a period of five years. Non-profits and housing agencies involved in public-private partnership such as with local government most frequently utilize the code provision and have maintained the higher degrees of affordability to date. The incentive of fee waivers helps offset a portion of the cost of development in exchange for the increase in the number and levels of housing affordability.</p> <p>12/8/2020: Planning Commissioner East asked for clarification regarding the 5-year clause within RZC 21.76.030.E.3.b.ii regarding application fee exemption for affordable housing. She requested information describing conditions after the five-year period including in the event that the occupant’s income remained the same during the timeframe.</p> <p>Commissioner East was confirming that tenants would not be evicted abruptly and without notice at the end of the five-year period and that the amendment was not change the requirements of the code section. Staff confirmed that legal notice would be required for any changes to the housing that would impact tenants in alignment with housing statutes (state and county). Staff confirmed that the proposed</p> | |

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| | <p>amendment made no changes to the code beyond the intended clarification, and was not imposing any new restrictions, requirements, or substantive changes. Staff also confirmed that the recent developments taking advantage of this incentive are long-term affordable housing projects, not anticipated to return to market rate after the five-year period. The two projects have been and are being developed with A Regional Coalition for Housing (ARCH) and City funding, further limiting opportunities for market rate conversion.</p> <p>Commissioners Shefrin, Captain, and Rajpathak also asked:</p> <ul style="list-style-type: none">• Whether this section of the Redmond Zoning Code was limited to non-profit organizations?• Whether people living with the housing unit during the five-year period would be turned out at the end of the period?• Whether the five-year provision affects ARCH such as when a home purchaser is not found? <p>In response to the Commissioner’s questions, staff provided the following:</p> <ul style="list-style-type: none">• Exemption is available for projects voluntarily providing affordable housing units beyond the required affordable housing amounts that are based on citywide and neighborhood-based regulations;• The Code Administrator may extend the designated 5-year clause such as through a Development Agreement with the applicant;• Otherwise, after five years, the additional affordable units -- beyond those required to meet citywide and/or neighborhood-based affordable housing requirements -- could revert to market rate units in alignment with housing statutes; and• Common use of this code provision has been by developments funded by non-profit agencies such as ARCH or by the City whereby, the affordability level has been maintained. Though, the code provision is not limited to non-profits. Due to project scale and long-term returns, non-profits and non-profit/profit partnerships are most | |

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| | common. For-profit developers tend to build affordable housing into market rate projects and instead exercise other tools such as the Multi-Family Tax Exemption (MFTE). | |

ATTACHMENT C

CODE

CITY OF REDMOND ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE REDMOND ZONING CODE TO ADDRESS CLARITY AND CONCISENESS OF THE CODE, ENSURE ACCURACY BETWEEN CODE SECTIONS AND REFERENCES, AND ACCOUNT FOR NEW CONDITIONS NECESSARY DUE TO UPDATES IN CITY, STATE, AND FEDERAL REGULATIONS, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Growth Management Act requires that development regulations be subject to continuing evaluation and review; and

WHEREAS, City staff has identified miscellaneous errors, issues of clarity and consistency, and portions for conformance with updated laws and regulations in the Redmond Zoning Code; and

WHEREAS, state agencies received 60-day notice of the proposed amendments on August 27, 2020; and

WHEREAS, a State Environmental Policy Act checklist was prepared and a Determination of Non-significance was issued on September 9, 2020 for the proposed amendments; and

WHEREAS, the Technical Committee reviewed and approved the proposed amendments and on October 7, 2020, made a recommendation for approval of the amendments to the Planning Commission; and

WHEREAS, the Planning Commission conducted a public hearing on the proposed amendments on October 28, 2020 to receive public comment; and

WHEREAS, the Planning Commission received no testimony associated with the proposed amendments; and

WHEREAS, upon completion of the public hearing the Planning Commission issued findings, conclusions, and recommendations in a report to the Redmond City Council dated November 18, 2020; and

WHEREAS, the City Council held public meetings on December 8, 2020 and January 5, 2021 to consider the proposed amendments and the Planning Commission's recommendation; and

WHEREAS, a notice of the City Council's action on this proposed amendment was provided on January 26, 2021; and

WHEREAS, the City Council desires to adopt the amendments set forth in this ordinance.

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

Section 1. Classification. The amendments set forth by this ordinance are of a general and permanent nature and shall become a part of the Redmond Zoning Code.

Section 2. Findings and Conclusions. In support of the proposed amendments to the Redmond Zoning Code, the City Council hereby adopts the findings and conclusions contained in the Planning Commission Report dated November 18, 2020, including all related attachments and exhibits.

Section 3. Amendments to Redmond Zoning Code (RZC) Chapter 21.08 Residential Regulations. The provisions of RZC Chapter

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21.08, subjections RZC 21.08.020.A, RZC 21.08.170.D.6, RZC 21.08.170.E.2, RZC 21.08.170.I.2.c, RZC 21.08.180.E, RZC 21.08.260.C.6, RZC 21.08.280.B, RZC 21.08.290.D.3, and RZC 21.08.370.C.3 are hereby amended to read as follows:

RZC 21.08.020.A RA-5 Semirural Residential. Purpose.

A. Purpose. The RA-5 Semirural Residential zone maintains low, semirural residential densities within the Urban Growth Area on lands not suited to intense urban uses and not already characterized by urban development. Densities in this zone cannot exceed one unit per five acres, exclusive of density bonuses. The Semirural Residential zone may be used to maintain the semirural character of lands with significant amounts of critical-sensitive areas that make the land unsuited to urban development, that are characterized by urban development, and that are not appropriate for long-term agriculture or forestry use. Land uses other than residential that may be appropriate and are allowed in the Semirural Residential zone would include uses that do not impact the primarily residential character and uses of the zone.

RZC 21.08.170.D.6. Site Requirements for Residential Zones.

Minimum Required Density.

D. Minimum Required Density

6. Applicability/Exceptions. Minimum required density applies to all new residential development with the following exceptions:

- a. The construction of any new dwelling unit on an existing lot of record;
- b. The renovation or conversion of existing dwelling units provided that such a renovation or conversion does not result in a reduction in the number of dwelling units to a number below the minimum required;
- c. An existing legal lot, with one existing home, being divided into two lots;
- d. New development where 60 percent or more of the new units provided would be affordable to households earning 50 percent or less of area median income ~~for the Seattle Metropolitan Statistical Area. See RZC 21.20, Affordable Housing.~~

RZC 21.08.170.E.2 Site Requirements for Residential Zones. Minimum Average Lot Size.

E. Minimum Average Lot Size.

2. Requirements.

- a. Explanation. The zone use charts in RZC 21.08.020 through 21.08.140 establish the minimum average lot size for each residential zone in Redmond. The

average lot size of all lots created through the subdivision or short subdivision process must meet, at a minimum, this average lot size requirement. However, this requirement may be modified under the following circumstances:

i. Green Building and Green Infrastructure Program.

The owner may participate in the Green Building and Green Infrastructure Incentive Program (see RZC 21.67), and create a lot or lots which do not meet the minimum average lot size for the underlying zone by meeting all program requirements; or

ii. Small Lot Short Plats. The owner of any lot in the Bear Creek, Education Hill, Idylwood, Southeast Redmond, or Overlake Residential Neighborhoods which is at least 200 percent of the required minimum average lot size in the underlying residential zone and which contains an existing detached dwelling unit may short subdivide the lot in order to create a separate fee simple lot which does not meet the minimum average lot size for the underlying zone if the dwelling unit to be constructed on the newly

created lot meets all of the following requirements:

- A. Only one detached dwelling unit shall be allowed on the lot.
- B. The dwelling unit on the lot shall not exceed 1,000 square feet in total area, excluding any garage area. The dwelling unit and any garage shall not exceed 1,500 square feet in total area. A covenant shall be recorded against the title of the lot prohibiting expansion of the dwelling unit.
- C. The dwelling unit on the lot must conform to all setback, lot coverage restrictions, and any other standards or regulations required of a detached dwelling unit in a residential zone.
- D. The maximum height of any portion of the roof, except chimneys or cupolas shall not exceed 25 feet anywhere on the site.
- E. Two off-street parking places are required. Parking spaces must be paved and may include private attached garages, carports, or other off-street areas reserved for vehicles. No detached garages are allowed.

F. The dwelling unit must be affordable to an individual or family that has an annual income that is 120 percent or less of the ~~annual~~ area median income defined in RZC 21.20, Affordable Housing.

RZC 21.08.170.I.2.c Site Requirements for Residential Zones.

Minimum Open Space - Landscaping - Buffers.

I. Minimum Open Space - Landscaping - Buffers.

2.c. Provisions Applicable to Both Lot-By-Lot and Development-Wide Compliance.

i. Environmentally critical areas, buffers, front and rear lot setbacks, swimming pools, sport courts, recreational buildings, golf courses, outdoor patios and similar structures or facilities may be used to meet the minimum open space requirement.

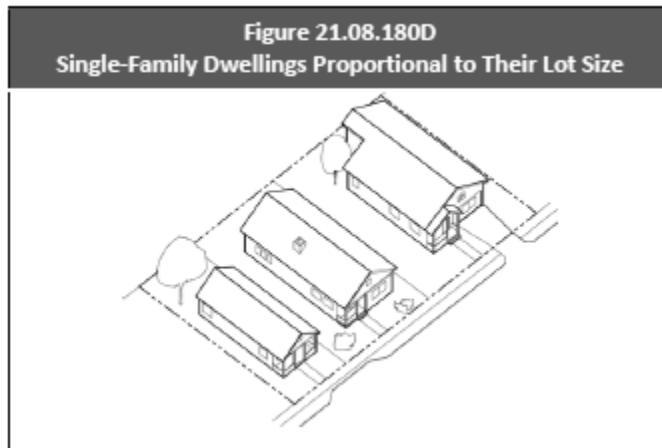
ii. At least 25 percent of the minimum open space required by subsection L.2 of this section shall be outside of wetlands, streams, lakes, and critical ~~sensitive~~ area buffers and on slopes of 10 percent or less and developed and maintained so it is usable for active recreation activities. Playgrounds, recreational buildings, swimming pools, golf courses, sport courts, and similar structures or facilities may be used to meet this requirement.

**RZC 21.08.180.E Residential Development and Architectural, Site,
and Landscape Design Regulations. Building Character,
Proportionality, and Massing.**

E. Building Character, Proportionality and Massing.

1. Purpose. The purpose of this section is to:

- a. Maintain a consistent and compatible land use pattern within the neighborhoods of the City by applying lot coverage requirements in order to ensure that dwellings are proportionate to their lot size (See Figure 21.08.180D);
- b. Reduce the apparent size of large new development, attached dwelling unit buildings, and expansions of existing single-family homes; giving them visual interest through the use of design techniques while maintaining compatibility with the neighborhood character; and
- c. Provide visual relief from the massing and scale of built development through site design techniques such as centrally locating open space and preservation of mature trees.



2. Design Criteria.

a. Building Height in North Redmond Wedge Subarea.

Residential structures within the North Redmond Wedge Subarea shall not exceed a height of 30 measured from the average finished grade (RZC 21.08.180).

b. Modulation and Articulation. Modulation and articulation shall be used to reduce the perceived size of large new buildings, and to provide visual interest for all buildings that have a facade facing the street on any front, street side or rear property line. The use of these techniques shall be varied between adjacent buildings. (See Figure 21.08.180E)

RZC 21.08.260.C.6 Attached Dwelling Units. Requirements. **Affordable Housing Exception.**

C. Requirements.

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6. Affordable Housing Exception. In order to meet the City's objective of providing opportunities for the ownership of affordable family-size housing the following exceptions to the requirements of RZC 21.20, Affordable Housing, and some other requirements specifically provided for in this section apply:

- a. Two-unit attached dwelling units where both units are made affordable to households earning 80 percent or less of ~~King County~~ area median income under the requirements specifically provided for in this section are allowed as part of a preliminary plat application for residential subdivisions of 10 units or more.

RZC 21.08.280.B Churches, Temples, Synagogues, and Other Places of Worship. Calculation of Seating Capacity.

B. Calculation of Seating Capacity. For the purposes of this regulation, a seat shall be defined as either:

1. One individual fixed seat; or
2. A length of 18 inches on a pew or bench; ~~or~~
3. A uniform area permanently affixed to the floor and intended for use by a single individual such as a design woven into a carpet; or

43. A measurement of seven square feet per person for the area seating the general assembly with movable chairs or other portable seating fixtures. The total area includes aisle space, but excludes areas such as stage and podium areas, space for musical instruments, and lobbies.

RZC 21.08.290.D.3 Cottage Housing Developments. Special Site Requirements for Cottage Housing Developments. Required Minimum Open Space.

D. Special Site Requirements for Cottage Housing Developments.

3. Required Minimum Open Space.

a. Intent. The minimum open space requirements are intended to provide a sense of openness and visual relief in cottage housing developments.

b. Requirements.

i. Common open space shall:

A. Provide a centrally located focal area for the cottage housing development.

B. Be a minimum of 400 square feet per cottage.

C. Abut at least 50 percent of the cottages in a cottage housing development.

D. Have cottages abutting on at least two sides.

E. Be outside of wet stormwater ponds, wetlands, streams, lakes, and critical sensitive area buffers and on slopes of 10 percent or less and developed and maintained so it is usable for active or passive recreation activities.

RZC 21.08.370.C.3 Retirement Residences. Requirements. Density.

C. Requirements.

3. Density

vii. Availability. A minimum of 25 percent of the new units increased above the underlying zone as a result of this section shall be set-aside for households earning less than 80 percent of the ~~King County~~ area median income ~~Median Income~~, adjusted for household size.

Section 4. Amendments to Redmond Zoning Code (RZC) Chapter 21.08 Residential Regulations. The provisions of RZC Section 21.10.110 are hereby amended to include the new provision RZC 21.08.220.C.6.a. as follows:

RZC 21.08.220 Accessory Dwelling Units. Requirements. Parking.

C. Requirements.

6. Parking. One off-street parking space is required for an ADU in addition to the parking required for the primary dwelling unit. Parking spaces must be paved and may

include private driveways, garages, carports, or off-street areas reserved for vehicles.

NEW SECTION. a. Off-street parking for an accessory dwelling unit located within one-quarter mile of a major transit stop shall not be required unless the Administrator has determined that the accessory dwelling unit is in an area with a lack of access to street parking capacity, physical space impediments, or other reasons supported by evidence that would make on-street parking infeasible for the accessory dwelling unit (Engrossed Substitute Senate Bill 6617, RCW 36.70A).

Section 5. Amendments to Redmond Zoning Code (RZC) Chapter 21.10 Downtown Regulations. The provisions of RZC Section 21.10.110 are hereby amended to read as follows:

RZC 21.10.110 Building Height. Floor Area and Height Tradeoff.

A. Floor Area and Height Tradeoff. In lieu of utilizing bonuses or other transfers, such as RZC 21.48 Transfer of Development Right (TDR) and RZC 21.67 Green Building Incentive Program (GBP), ~~t~~The maximum building height on a site may be exceeded when building height reductions are required at building edges, along a street, ~~or~~ public park or public trail, ~~to achieve better design and stepped building height through the land use permit process. The amount of~~

~~floor area that is allowed to exceed the prescribed maximum building height, without use of bonuses or transfer of development rights, shall not exceed the floor area that was removed or omitted to create the stepped building façade, and shall not exceed one additional floor above the prescribed maximum building height.~~ to accomplish one of the following objectives:

1. Façade modulation meeting minimum dimensions;
2. Stepped building height to reduce the apparent height of the building; or
3. Corner building design to encourage pedestrian activity through improvements along the streetscape.

The amount of floor area allowed shall meet the following conditions:

1. Shall not be floor area achieved with bonuses or transfer of development rights;
2. Shall not exceed the floor area removed or omitted to meet the objectives A.1 through A.3, described above; and
3. Shall be set back a minimum of 8 feet from the primary building façade along the street, public park or trail.

The resulting transfer of floor area shall be limited to a maximum of one additional story above the allowed maximum building height.

Section 6. Amendments to Redmond Zoning Code (RZC) Chapter 21.12 Overlake Regulations. The provisions of RZC Section 21.12.100 are hereby amended to read as follows:

RZC 21.12.100 OV Building Height. Floor Area and Height Tradeoff.

A. Floor Area and Height Tradeoff. In lieu of utilizing bonuses or other transfers, such as RZC 21.48 Transfer of Development Right (TDR) and RZC 21.67 Green Building Incentive Program (GBP), ~~t~~The maximum building height on a site may be exceeded when building height reductions are required at building edges, along a street, ~~or public park or public trail, to achieve better design and stepped building height through the land use permit process. The amount of floor area that is allowed to exceed the prescribed maximum building height (without use of bonuses or transfer of development rights) shall not exceed the floor area that was removed or omitted to create the stepped building façade and shall not exceed one additional floor above the prescribed maximum building height.~~ to accomplish one of the following objectives:

1. Façade modulation meeting minimum dimensions;

2. Stepped building height to reduce the apparent height of the building; or
3. Corner building design to encourage pedestrian activity through improvements along the streetscape.

The amount of floor area allowed shall meet the following conditions:

1. Shall not be floor area achieved with bonuses or transfer of development rights;
2. Shall not exceed the floor area removed or omitted to meet the objectives A.1 through A.3, described above; and
3. Shall be set back a minimum of 8 feet from the primary building façade along the street, public park or trail.

The resulting transfer of floor area shall be limited to a maximum of one additional story above the allowed maximum building height.

Section 7. Amendments to Redmond Zoning Code (RZC) Chapter 21.12 Overlake Regulations. The provisions of RZC Section 21.12.150.B are hereby amended to read as follows:

RZC 21.12.150.B OV Street Cross Sections. Site Requirements by Cross Section.

B. Site Requirements by Cross Section.

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| Table 21.12.150A Site Requirements by Cross Section | | | | |
|--|---|--|-----------------|------------------|
| Standard | Cross Sectional Dimensions (Measured in Feet) | | | |
| | A | B | E | F |
| Right of Way Geometry | | | | |
| Total <u>right-of-way</u> | 92 | 88 | 84 | 91 |
| Sidewalk | 8 (SB/WB); 12 (NB/EB) | 8 (Both Sides) | 8 (Both Sides) | 6 (Both Sides) |
| 5-Foot Planting Strip or 4-Foot Furniture Zone with <u>Tree Grates</u> | 5 (Both Sides) | 5 (Both Sides) | 5 (Both Sides) | 5 (Both Sides) |
| On-Street Parking | 0 (Both Sides) | 0 (Both Sides) | 0 (Both Sides) | 0 (Both Sides) |
| Bike Lane | 0 (Both Sides) | 0 (Both Sides) | 0 (Both Sides) | 5.5 (Both Sides) |
| GP Lanes | 24 (Both Sides) | 24 (Both Sides) | 22 (Both Sides) | 22 (Both Sides) |
| Median / Two Way Left Turn Lane | 12 | 12 | 12 | 12 |
| Curb | 1 (Both Sides) | 1 (Both Sides) | 1 (Both Sides) | 1 (Both Sides) |
| Building Placement | | | | |
| Build-To Line (Front and Side Street) | 10 | 1 | 2 | 1 |
| <u>Setback Line</u> (Side and Rear) | 0 | 0 | 0 | 0 |
| Building Use | | | | |
| Ground Floor Uses | Residences prohibited. <u>Offices</u> or recreational areas associated with <u>residential uses</u> allowed. | | | |
| Notes | | | | |
| Notes | D. Separate multiuse path parallel to corridor. E. Street section shared by Bellevue and Redmond. F. Outside GP lane 13 feet. Inside GP lane 11 feet. | Outside GP lane 13 feet. Inside GP lane 11 feet. | | |

Section 8. Amendments to Redmond Zoning Code (RZC) Chapter 21.13 Southeast Redmond Regulations. The provisions of RZC Section 21.13.160 are hereby amended to read as follows:

RZC 21.13.160.A MDD Building Height. Floor Area and Height Tradeoff.

A. Floor Area and Height Tradeoff. In lieu of utilizing bonuses or other transfers, such as RZC 21.48 Transfer of Development Right (TDR) and RZC 21.67 Green Building Incentive Program (GBP), ~~t~~The maximum building height on a site may be exceeded when building height reductions are required at building edges, along a street, ~~or public park or public trail, to achieve better design and stepped building height through the land use permit process. The amount of floor area that is allowed to exceed the prescribed maximum building height (without use of bonuses or transfer of development rights) shall not exceed the floor area that was removed or omitted to create the stepped building façade and shall not exceed one additional floor above the prescribed maximum building height.~~ to accomplish one of the following objectives:

1. Façade modulation meeting minimum dimensions;
2. Stepped building height to reduce the apparent height of the building; or
3. Corner building design to encourage pedestrian activity through improvements along the streetscape.

The amount of floor area allowed shall meet the following conditions:

1. Shall not be floor area achieved with bonuses or transfer of development rights;
2. Shall not exceed the floor area removed or omitted to meet the objectives A.1 through A.3, described above; and
3. Shall be set back a minimum of 8 feet from the primary building façade along the street, public park or trail.

The resulting transfer of floor area shall be limited to a maximum of one additional story above the allowed maximum building height.

Section 9. Amendments to Redmond Zoning Code (RZC) Chapter 21.14 Commercial Regulations. The provisions of RZC Chapter 21.14, subsections RZC 21.14.010.C, RZC 21.14.010.D, and RZC 21.14.015.C are hereby amended to read as follows:

RZC 21.14.010.C Neighborhood Commercial (NC-1). Regulations Common to All Uses.

C. Regulations Common to All Uses.

| Table 21.14.010B Regulations Common to All Uses | | | |
|--|-------------------|----------|--|
| | Regulation | Standard | |
| Minimum | Lot Frontage (ft) | 80 | |
| | Setbacks (ft) | | |
| | Front and Street | 15 | |

| | | | |
|---------|-------------------------|------------|---|
| | Side and Rear | 10 | <p>D. As part of a binding site plan, site plan entitlement, or master planned development, required setbacks may be modified as follows:</p> <ol style="list-style-type: none"> 1. Side setback distances may be modified to permit a zero side setback to accommodate clustering 2. Front setbacks may be modified from private streets and access corridors, provided front setbacks are maintained from all public streets <p>Setbacks for structures abutting residential zones shall not be modified.</p> <p>E. Fences, landscaping, flagpoles, street furniture, transit shelters, and slope stability structures are permitted in setback areas, provided that all other applicable requirements are met; no other structures, and no accessory structures are allowed in setback areas.</p> <p>F. Projections or equipment. Attached or detached mechanical structures or equipment, including but not limited to, electrical equipment boxes, heat pumps, air conditioners, emergency generators, and water pumps are allowed in a street setback. However, mechanical structures or equipment are not allowed in a required setback abutting a residential zone. Where there is no alternative location and the equipment will generate no noise, electrical or utility equipment boxes may be located in a setback abutting a residential zone.</p> |
| | Landscaping | 30 percent | <p>G. Parking lots shall include interior landscaping. All Neighborhood Commercial parking lots shall apply landscaping standards. Parking lots with less than 20 spaces shall apply landscaping standards for 20 to 150 spaces in RZC 21.32.070.B, <i>General Requirements</i>.</p> <p>H. Landscaped areas adjacent to front and side streets and pedestrian plazas shall be Type III, Low-Cover (RZC 21.32.080, <i>Types of Planting</i>).</p> <p>I. A minimum of seven percent of required landscaped areas shall be constructed as a public plaza or courtyard.</p> <p>J. The gross floor area of multi-seasonal, public plazas and courtyards that include a combination of seating, overhead cover from the elements, and heating may be multiplied by 1.50 for calculating required landscaping.</p> <p>K. Up to one-half of the required landscaped area may be at other levels if it is in a publicly accessible and usable common area.</p> <p>L. Required landscaping may include on-site stormwater management facilities such as runoff dispersion areas.</p> |
| Maximum | Impervious Surface Area | 70 percent | |
| | Height (feet) | 35 | Maximum height in shoreline areas is 35 feet, except that structures, including bridges that support a regional light rail transit system may be higher than 35 feet but shall be no higher than is reasonably necessary to address the engineering, operational, environmental, and regulatory issues at the location of the structure. (SMP) |
| | FAR | | |
| | Residential | 0.30 | |

| | | | |
|--|---------------------|------|--|
| | Commercial | 0.30 | <p>E. Residential use FAR is additive to the commercial use FAR. Base floor area ratio, in total, shall not exceed 0.60 FAR.</p> <p>F. Each commercial establishment shall not exceed 3,500 square feet gross floor area, unless otherwise specified.</p> <p>G. Commercial gross floor area may be increased to 5,000 square feet for each commercial establishment that provides and dedicates one or a combination of the following community gathering amenities at a minimum size of 200 square feet:</p> <ol style="list-style-type: none"> 1. Outdoor, multi-seasonal, public plaza or courtyard, RZC 21.60.030, <i>Community Space</i>. 2. Community meeting space. 3. Children's play space. <p>H. RZC 21.20, <i>Affordable Housing</i>, and RZC 21.67, <i>Green Building and Green Infrastructure Incentive Program</i> (GBP), incentives are additive to the residential portion of the development as follows:</p> <ol style="list-style-type: none"> 1. Bonus market-rate residential FAR is permitted as an incentive at a 1:1 ratio for residential FAR provided as affordable housing for a maximum density bonus of an additional 0.03 Residential FAR. For example: each 1,000 square feet of affordable housing at 80 percent or less of the King County area median income yields an additional 1,000 square feet of bonus market rate housing, up to a total 0.03 Residential FAR. 2. Green building is calculated based on the point system in RZC 21.67, <i>Green Building and Green Infrastructure Incentive Program</i> (GBP), and is calculated at 0.10 FAR bonus based on the respective technique and incentive. For example: 1-acre site x 0.30 Residential FAR = 13,068 Residential square feet x 0.10 Green FAR = 1,307 square feet |
| | Site Size (acreage) | 1 | <p>D. Commercial uses are permitted on sites up to one acre in size.</p> <p>E. Sites of more than one acre shall apply a lot line revision to establish no greater than one acre for the NC-1 zone.</p> <p>F. Critical areas and associated buffers are exempt from the lot line revision requirement. Additional acreage that is designated as a critical area or associated buffer may be retained and shall be designated as preserved.</p> |
| | Hours of Operation | | <p>D. Sunday - No earlier than 7:00 a.m. and no later than 9:00 p.m.</p> <p>E. Monday through Thursday - No earlier than 8:00 a.m. and no later than 9:00 p.m.</p> <p>F. Friday and Saturday - No earlier than 7:00 a.m. and no later than 11:00 p.m.</p> |
| | Drive-through | | Drive-through facilities are prohibited with the exception of drive-up stands. |

RZC 21.14.010.D Neighborhood Commercial (NC-1). Allowed Uses and Basic Development Standards.

D. Allowed Uses and Basic Development Standards.

| Table 21.14.010C Allowed Uses and Basic Development Standards | | | |
|--|-----------------------|---|---|
| Section | Use | Parking ratio: unit of measure (required, allowed) | Special Regulations |
| Residential | | | |
| 1 | Residential | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 8 units or more | Prohibited in NC-1 zones bordering Non-residential uses shall about 188th Avenue NE in Southeast Redmond to provide a physical buffer between residential uses and manufacturing uses and their typical operations. Residential uses, when provided, shall be located to the rear or east of the non-residential uses that are co-located within the development. |
| 2 | Mixed-use residential | | |

RZC 21.14.015.C Neighborhood Commercial (NC-2). Regulations Common to All Uses.

C. Regulations Common to All Uses.

| Table 21.14.015B Regulations Common to All Uses | | | |
|--|-------------------------|------------|---|
| | Regulation | Standard | |
| Minimum | Setbacks (ft) | | |
| | Front and Street | 15 | B. As part of a binding site plan, site plan entitlement, or master planned development, required setbacks may be modified as follows: 1. Side setback distances may be modified to permit a zero side setback to accommodate clustering. 2. Front setbacks may be modified from private streets and access corridors, provided front setbacks are maintained from all public streets Setbacks for structures abutting residential zones shall not be modified. |
| | Side and Rear | 10 | D. Fences, landscaping, flagpoles, street furniture, transit shelters and slope stability structures are permitted in setback areas, provided that all other applicable requirements are met; no other structures, and no accessory structures are allowed in setback areas. E. Projections or equipment. Attached or detached mechanical structures or equipment, including but not limited to, electrical equipment boxes, heat pumps, air conditioners, emergency generators, and water pumps are allowed in a street setback. However, mechanical structures or equipment are not allowed in a required setback abutting a residential zone. Where there is no alternative location and the equipment will generate no noise, electrical or utility equipment boxes may be located in a setback abutting a residential zone. |
| | Landscaping | 25 percent | G. Parking lots shall include interior landscaping. All Neighborhood Commercial parking lots shall apply landscaping standards. Parking lots with less than 20 spaces shall apply landscaping standards for 20 to 150 spaces in RZC 21.32.070.B, <i>General Requirements</i> . H. Landscaped areas adjacent to front and side streets and pedestrian plazas shall be Type III, Low Cover (RZC 21.32.080, <i>Types of Planting</i>). I. A minimum of seven percent of required landscaped areas shall be constructed as a public plaza or courtyard. J. The gross floor area of multi-seasonal, public plazas and courtyards that include a combination of seating, overhead cover from the elements, and heating may be multiplied by 1.50 for calculating required landscaping. K. Up to one-half of the required landscaped area may be at other levels if it is in a publicly accessible and usable common area. L. Required landscaping may include on-site stormwater management facilities such as runoff dispersion areas. |
| Maximum | Impervious Surface Area | 70 percent | |

| | | | |
|--|---------------------|------|---|
| | Height (feet) | 35 | Maximum height in shoreline areas is 35 feet, except that structures, including bridges, that support a regional light rail transit system may be higher than 35 feet but shall be no higher than is reasonably necessary to address the engineering, operational, environmental, and regulatory issues at the location of the structure. (SMP) |
| | FAR | | |
| | Commercial | 0.30 | F. Base floor area ratio, in total, shall not exceed 0.60 FAR. G. Each commercial establishment shall not exceed 5,000 square feet gross floor area, unless otherwise specified. |
| | Residential | 0.30 | H. A commercial use that provides and dedicates the following may increase their commercial floor area ratio as specified: <ol style="list-style-type: none"> Community Gathering amenities, a maximum increase of 0.05 FAR, by dedicating a combination of at least two of the following at no less than eight percent of the final gross floor area: <ol style="list-style-type: none"> Outdoor, multi-seasonal, public plaza or courtyard as defined below, refer to landscaping section. Community meeting space. Children's play space. Open Space, a maximum increase of 0.05 FAR, by dedicating no less than 40 percent of the original lot area as open space. Critical areas apply toward the 40 percent. I. Residential use FAR is additive to the commercial use FAR. J. RZC 21.20, <i>Affordable Housing</i> , and RZC 21.67, <i>Green Building and Green Infrastructure Incentive Program</i> , incentives are additive to the residential portion of the site as follows: <ol style="list-style-type: none"> Bonus market-rate residential FAR is permitted as an incentive at a 1:1 ratio for residential FAR provided as affordable housing for a maximum density bonus of an additional 0.05 Residential FAR. For example: each 1,000 square feet of affordable housing at 80 percent or less of the King County area median income yields an additional 1,000 square feet of bonus market rate housing, up to a total 0.05 Residential FAR. Green building is calculated based on the point system in RZC 21.67, <i>Green Building and Green Infrastructure Incentive Program</i>, and is calculated at 0.05 FAR bonus based on the respective technique and incentive. For example: 3-acre site x 0.30 Residential FAR = 39,204 Residential square feet x 0.05 Green FAR = 1,960 square feet. |
| | Site Size (acreage) | 3 | D. Commercial uses are permitted on sites of up to three acres in size. E. Sites of more than three acres shall apply a lot line revision to establish no greater than three acres for the NC-2 zone. F. Critical areas and associated buffers are exempt from the lot line revision requirement. Additional acreage that is designated as a critical area or associated buffer may be retained and shall be designated as preserved. |

Section 10. Amendments to Redmond Zoning Code (RZC) Chapter 21.20 Affordable Housing. The provisions of RZC Section 21.20.060 are hereby amended to read as follows:

RZC 21.20.060 Supplemental Regulations.

A. Willows/Rose Hill Neighborhood.

1. As provided for in Comprehensive Plan policy N-WR-E-7, the allowed density shall be seven units per acre for a demonstration project in which at least 20 percent of the total dwelling units are affordable. Other bonuses allowed by the RZC may be used in addition to this bonus.
2. Consistent with Comprehensive Plan policy HO-38, new development in the Northwest Design District shall provide affordable housing as follows:
 - a. At least 10 percent of new dwelling units that are ground-oriented containing exterior ground level access to the outside with one or more shared walls and without any unit located over another unit must be affordable to a household having an annual income of 80 percent of the area median income, adjusted for household size.
 - b. At least 10 percent of new dwelling units within a multifamily or mixed use structure and which are not ground-oriented, as described above, must be

affordable to a household having an annual income of 70 percent of the area median income, adjusted for household size.

c. The provisions of RZC 21.20.030.C, D, E, and H shall not apply in the Northwest Design District.

B. Southeast Redmond Neighborhood.

1. Consistent with policy HO-38 and N-SE-22, properties rezoned from GC or R-12 to R-30 as part of the Southeast Redmond Neighborhood Plan Update (Ord. 2753) shall be required to provide 10% of units in developments of 10 units or more as low-cost affordable housing units. The bonus provisions of RZC 21.20.030.E shall apply.

2. Marymoor Design District.

a. MDD3 Zone

i. At least 10 percent of the units in new housing developments of 10 units or more must be affordable units.

ii. Pursuant to RZC 21.20.030.H, the bonus for required affordable housing is an additional FAR of .09 above the base FAR. No other density bonuses shall be given for affordable housing.

b. Other Zones in the Marymoor Design District.

i. At least 10 percent of the units in new owner-occupied housing developments of 10 units or more

must be affordable to a household having an annual income of 70 percent of the area median income, adjusted for household size.

ii. At least 10 percent of the units in the new renter-occupied housing developments of 10 units or more must be low-cost affordable units.

iii. The provisions of RZC 21.20.030.C, D, E, and H shall not apply.

Section 11. Amendments to Redmond Zoning Code (RZC) Chapter 21.26 Hazardous Liquid Pipelines. The provisions of RZC Section 21.26.040.C are hereby amended to read as follows:

RZC 21.26.040.C Setback Requirements. Exemptions.

C. Exemptions. ~~Streets, utilities, trails and similar uses shall be exempt from sections B.1 and B.2 above. The Administrator can, when deemed necessary by the Administrator, exempt trails, streets and utilities identified in currently adopted plans, such as the Comprehensive Plan, Transportation Improvement Plan, Water System Plan, or General Sewer Plan from sections A and B above. Trails, streets, and utilities proposed to use this exemption shall be designed to minimize potential conflict with the hazardous liquid pipeline to the maximum extent feasible.~~

The Administrator can, when deemed necessary by the Administrator, require applicant to provide written approval from the pipeline owner(s) for the proposed structures, construction, and maintenance operations prior to the City's permit issuance.

Section 12. Amendments to Redmond Zoning Code (RZC) Chapter 21.32 Landscaping. The provisions of RZC Subsection 21.32.090.G are hereby amended to read as follows:

RZC 21.32.090.G Street Trees.

G. Trees on public streets shall be installed as follows:

1. Deciduous trees shall be planted at least two feet from the back of curb to center of tree in tree pits that measure four by six feet.
2. Coniferous trees shall be planted at least seven feet from the back of curb.
3. Tree wells shall meet the specifications of City Standard Details, including CU-Structural Soil™ or approved alternative making equivalent provisions for tree and root health and infrastructure protection as determined by the City of Redmond Parks Department.

Section 13. Amendments to Redmond Zoning Code (RZC) Chapter RZC 21.38 Outdoor Storage, Retail Display, and Garbage and Recycling Enclosures. The provisions of RZC Chapter 21.38 are hereby amended to include the following new RZC Section 21.38.030:

{JEH2356311.DOCX;1/00020.150003/ }

NEW SECTION. RZC 21.38.030 Pet Waste Stations

- A. Purpose: The purpose of this section is to ensure that newly constructed multi-family residential developments provide and maintain pet waste stations.
- B. Applicability: The provisions of this section apply to all newly constructed multi-family residential developments within the City.
- C. Pet Waste Station Requirements. The following requirements for pet waste stations shall be incorporated into the design of multi-family development.

Table 21.38.030 Pet Waste Station Requirements

| <u>Zoning</u> | <u>Requirement</u> |
|---|--|
| <u>R12, R18, R20, NDD 1-3 Multi-Family Urban Residential Properties</u> | <u>One pet waste station, consisting of bag dispenser and garbage container, shall be installed and maintained in a publicly accessible and highly visible location</u> |
| <u>R30, MDD 1-3, 5, GC, BP, OT, AP, TWNC, BC, VV, TR, SMT, TSQ, RVBD, RVT, CTR, EH, OV1-5, OBAT, NWDD Multi-Family Urban Residential Properties</u> | <u>Two pet waste stations, consisting of bag dispenser and garbage container, shall be installed and maintained in two separate publicly accessible and highly visible locations</u> |

- D. General Standards: The following provisions shall apply to the installation and maintenance of pet waste stations.
1. Pet waste stations shall be incorporated into the layout of the project and identified on civil plans.

2. Installation shall allow for safe ingress and egress to the site, fire access, visibility for transportation, and pedestrian access.

3. Pet waste stations shall be co-located with outdoor garbage containers or have garbage containers incorporated into the design.

4. Pet waste stations shall be installed, outside of critical area buffers, utility corridors, easements, or rights-of-way.

5. Maintenance. Property owners and/or managers shall be responsible for supplying bags and emptying trash containers associated with pet waste stations.

E. Review and Approval: The proposed site plan including a pet waste station detail shall be submitted to the City for review and approval at site plan entitlement.

Section 14. Amendments to Redmond Zoning Code (RZC) Chapter 21.40 Parking Standards. The provisions of RZC Section 21.40.010, subsections RZC 21.40.010.A, RZC 21.40.010.E, and RZC 21.40.010.G are hereby amended to read as follows:

RZC 21.40.010.A Vehicle Parking. Purpose.

A. Purpose. The purpose of the parking standards is to:

1. Ensure that parking facilities are properly designed and located in order to meet the parking needs created by specific uses;

2. Promote efficiency and safety in the design and location of parking facilities; and
3. Protect surrounding land uses from adverse impacts commonly associated with parking facilities.

| Table 21.40.010 Design Requirements for Parking Facilities | | | | | |
|---|------------------|----------------|------------------|------------------|----------------|
| MINIMUM PARKING SPACE AND AISLE DIMENSIONS | | | | | |
| A Parking Angle | B Stall Width | C Row Width | D Aisle Width | E Curb Length | F Bay Width |
| Parallel | 8.00 | 8.00 | 12.00 | 23.00 | 20.00 |
| 30 | 8.50 | 16.50 | 11.00 | 17.00 | 27.50 |
| | 9.00 | 16.50 | 11.00 | 18.00 | 27.50 |
| | 9.50 | 17.50 | 11.00 | 19.00 | 28.50 |
| 45 | 10.00 | 17.50 | 11.00 | 20.00 | 28.50 |
| | 8.50 | 18.50 | 13.50 | 12.00 | 32.00 |
| | 9.00 | 19.00 | 13.00 | 12.50 | 32.00 |
| | 9.50 | 19.50 | 13.00 | 13.50 | 32.50 |
| | 10.00 | 19.50 | 13.00 | 14.00 | 32.50 |
| 60 | 8.50 | 20.00 | 18.50 | 9.50 | 38.50 |
| | 9.00 | 20.50 | 18.00 | 10.50 | 38.50 |
| | 9.50 | 20.50 | 17.50 | 11.00 | 38.00 |
| | 10.00 | 20.50 | 17.00 | 11.50 | 37.50 |
| 70 | 8.50 | 20.00 | 19.50 | 9.00 | 39.50 |
| | 9.00 | 20.50 | 19.00 | 9.50 | 39.50 |
| | 9.50 | 20.50 | 18.50 | 10.00 | 39.00 |
| | 10.00 | 21.00 | 18.00 | 10.50 | 39.00 |
| 80 | 8.50 | 19.50 | 24.50 | 8.50 | 43.50 |
| | 9.00 | 19.50 | 24.00 | 9.00 | 43.50 |
| | 9.50 | 19.50 | 23.50 | 9.50 | 43.00 |
| | 10.00 | 19.50 | 23.00 | 10.00 | 42.50 |
| 90 | 8.50 | 18.00 | 25.50 | 8.50 | 43.50 |
| | 9.00 | 18.00 | 25.00 | 9.00 | 43.00 |
| | 9.50 | 18.00 | 24.50 | 9.50 | 42.50 |
| | 10.00 | 18.00 | 24.00 | 10.00 | 42.00 |

Notes:

(Dimensions are in feet.)

1. When parking lots may have substantial traffic by trucks or other large vehicles, the Administrator may establish larger minimum dimensions.

2. At least 50 percent of the spaces must be a minimum of 18 feet long, two feet of which may overhang the curb.
3. Up to 50 percent of the spaces may be 15 feet long, one foot of which may overhang the curb, and be designated for compact cars. Stall width for compact cars may be reduced by one foot.
4. Aisle turns must be at least 14 feet in width.
5. Requirements for accessible parking spaces are contained in RMC Chapter 15.08, Building Code.
6. Aisle width, which is in column D of Table 21.40.010 for parking stalls with angle less than 70 degrees, shall be restricted to one-way traffic only.

RZC 21.40.010.E Vehicle Parking. Design Requirements for Parking Facilities.

E. Design Requirements for Parking Facilities.

1. Parking space and aisle dimensions for parking facilities shall meet the standards set forth in the Table 21.40.010 entitled "Minimum Parking Spaces and Aisle Dimensions." The Technical Committee may approve alternate designs not meeting these standards when a qualified Transportation Engineer demonstrates that the alternate design proposal meets more current and

accepted standards such as ITE and/or ULI parking dimensional standards.

2. Surface of Parking Facilities. Parking facilities for commercial and industrial establishments shall be paved. Parking facilities for other uses may be surfaced with gravel or other materials if the Technical Committee determines that adequate provision has been made for drainage and water quality and that adjacent property will not be adversely impacted.

3. Markings for Parking Spaces and Traffic Flow. Parking facilities shall have a permanent means of showing entrances and exits, traffic direction, and parking spaces, except where the Administrator finds that compliance with such requirements is unnecessary or impractical because of the nature or configuration of the facility or adjacent streets.

4. Vehicle Circulation Between Adjoining Property Required. Parking lots shall be designed to provide for off-street vehicle circulation to adjoining property and parking areas where physically feasible, except that driveways and parking aisles may not cross interior pedestrian walkways within 75 feet of a street front in the Downtown. (See RZC 21.10.150, Pedestrian System.) The Technical Committee may modify the minimum

separation between a vehicular crossing and the street through the Land Use Permit Review Process when consistent with public safety.

5. Driveway Location and Design. Standards for driveways are found in RZC Appendix 2, Construction Specification and Design Standards for Streets and Access.
6. Backing Into Streets Generally Prohibited. Parking facilities shall be designed so exiting vehicles are not required to back into streets, except for residential uses of less than four dwellings per lot on local access streets.
7. Wheel Stops in Parking Facility. The Technical Committee may require wheel or bumper stops to prevent vehicles from overhanging walkways, property lines, or other limits of a parking facility and to prevent damage to landscaping.
8. Off-Street Loading/Unloading Space. Parking facilities for service vehicles shall be designed to avoid encroaching on other parking areas or public streets while loading vehicles are parked or maneuvering to park. Loading and unloading space shall be accommodated on-site.
9. Walkways Required. Clearly identify walkways, separated from traffic lanes and vehicle overhangs, shall be

provided from parking areas to the entrances of establishments.

10. Pedestrian Access from Parking to Downtown Pedestrian System. Convenient, marked pedestrian access shall be provided from parking areas to interior and street front pedestrian walkways, and the Sammamish River Trail where appropriate, as determined by the Technical Committee.

11. Landscaping Required. Landscaping requirements for parking facilities are in RZC 21.32, Landscaping.

12. Sight Screening Required. Sight screening requirements for parking facilities are in RZC 21.32, Landscaping.

13. Retail facilities with over 250 parking stalls shall require a minimum of one standard size stall clearly marked in yellow on pavement "EMERGENCY PARKING ONLY." The location of the parking stall shall be as close as possible to major entries. Large retail facilities may require one stall per entry at the discretion of the Technical Committee.

14. Design requirements for disabled parking stalls are contained in An Illustrated Handbook for Barrier Free Design, Washington State Rules and Regulations. A current edition is kept on file with the Building Official.

15. Tandem parking may be used to meet the parking requirements for residential uses. Each pair of tandem parking stalls shall only be for one dwelling unit. A tandem pair of parking stalls shall have no more than one compact parking stall.
16. Mechanical, stacked parking may be used to meet minimum parking requirements when included within a garage, or completely screened by a screening method reviewed and approved by the Design Review Board.
17. Parking Area Location and Design Criteria in the Downtown Neighborhood. Parking areas within the Downtown neighborhood shall meet the following criteria regarding RZC 21.10.150, Pedestrian System
- a. General. On Type I and II pedestrian walkways per Map 10.3, Downtown Pedestrian System, parking lots shall not be located between the street and the building. Parking lots and ground floor parking garages shall be separated from streets by building areas at least 20 feet deep (excluding vehicle access points) which are developed as, and made available for, pedestrian-oriented businesses. (See Figure 21.40.010A below.)

**RZC 21.40.010.G Vehicle Parking. Parking and Storage of
Recreational, Utility, and Commercial Vehicles and Vessels in
Residential Neighborhoods.**

G. Parking and Storage of Recreational, Utility, and Commercial
Vehicles and Vessels in Residential Neighborhoods.

3. Recreational and Utility Vehicles - Requirements.

a. General Requirements. Recreational and utility
vehicles may be parked in any area which is either
residentially zoned or used for residential
purposes, including Downtown, provided the
following conditions are met:

i. Recreational and utility vehicles shall not
intrude into a right-of-way or access easement
or obstruct sight visibility from adjacent
driveways, rights-of-way, or access
easements.

ii. Recreational and utility vehicles shall be
operable and maintained in a clean, well-kept
state that does not detract from the
appearance of the surrounding area.

iii. Recreational vehicles equipped with
liquefied petroleum gas containers shall meet
the standards of the Interstate Commerce
Commission. Valves or gas containers shall be

closed when the vehicle is stored, and, in the event of leakage, immediate corrective action must be taken.

- iv. Recreational and utility vehicles shall not be parked in a waterfront building setback, on slopes greater than 15 percent, in designated open spaces or recreational areas, in critical sensitive areas, in critical~~sensitive~~ area buffers, or in floodways.

Section 15. Amendments to Redmond Zoning Code (RZC) Chapter 21.40 Parking Standards. The provisions of RZC Section 21.40.010 are hereby amended to include the following new provision RZC 21.40.010.H:

NEW SECTION. RZC 21.40.010.H Vehicle Parking. Construction Parking Requirements and Contact Information.

H. Construction Parking Requirements and Contact Information.

- 1. A sign shall be posted on-site and visible to the public throughout the duration of all construction activity per the Construction Contact Sign Handout. Construction activities consist of all site work including, but not limited to grading, landscaping, infrastructure and building permit related construction.

- a. Applicant and contractor shall work with City planner prior to mylar signing to determine location(s) of sign(s).
- b. Contact information shall remain up-to-date and visible at all times.
- c. The assigned City planner shall be notified within two business days when contact person has been changed and a picture of the updated sign shall be e-mailed.
- d. Construction Parking requirements for the project shall be denoted on the bottom portion of the sign per handout instructions.

Section 16. Amendments to Redmond Zoning Code (RZC) Chapter 21.44 Signs. The provisions of RZC subsection 21.44.010.F are hereby amended to read as follows:

RZC 21.44.010.F Signs and Street Graphics. Permitted Sign Charts.

F. Permitted Sign Charts.

- 1. Freestanding/Monument Signs

| Table 21.44.010A Freestanding / Monument Sign Standards | | | | | |
|---|--|--|--|--|------------------------------|
| Zone | Maximum Number of Monument Signs per Street Frontage per Establishment | Minimum Setback from Property Line in Feet | Maximum Height of Sign in Feet | Maximum Size per Sign Face (Square Feet) | Maximum Number of Sign Faces |
| GC; VV; TR; BC; SMT; TSQ; RVBD; RR, OV, BCDD, MDD1 | 1 | 5 | A height equal to the sign setback up to 10 feet | The smaller of one percent of the average gross floor area or 25 percent of lineal street frontage where the sign is to be placed up to a maximum of 75 square feet; but in any event, 25 square feet is permitted | 4 |
| OT; TWNC; NC-2; AP; MP; I; BP; OBAT; R-20; R-30, MDD2, MDD3, MDD4, MDD5 | 1 | 5 | A height equal to the sign setback up to 10 feet | The smaller of one percent of the average gross floor area or 25 percent of lineal street frontage where the sign is to be placed up to a maximum of 50 square feet; but in any event, 25 square feet is permitted | 4 |
| UR; RA-5; R-1 – R-18; RVT; CTR; EH | 1 | 10 | 10 | 25 square feet | 2 |

2. Wall/Awning Signs

| Table 21.44.010B Wall / Awning Signs | | | |
|---|---|---|---|
| Zone | Maximum Number of Wall or Awning Signs per Facade | Maximum Sign Area (Square Feet) | Maximum Sign Height (Feet) |
| GC; NC-2; VV; TR; BC; SMT; TSQ; RVBD; RR, OV, BCDD, MDD1 | 1 | The larger of 15 percent of the facade to which attached or 60 square feet up to a maximum of 300 square feet | Top of the wall or facade to which attached |
| OT; TWNC; NC-1; AP; MP; I; BP; OBAT; R-20; R-30, MDD2, MDD3, MDD4, MDD5 | 1 | The larger of 15 percent of the facade to which the sign is attached or 30 square feet up to a maximum of 100 square feet | Top of the wall or facade to which attached |
| Nonresidential Uses in UR; RA-5; R-1 – R-18; RVT; CTR; EH | 1 | 60 square feet | 20 feet |

3. Projecting Signs

| Table 21.44.010C Projecting Sign Standards | | | | |
|--|---|--|--|---|
| Zone | Maximum Number of Projecting Signs per Façade | Maximum Area per Sign Face (Square Feet) | Maximum Area Total of all Sign Faces (Square Feet) | Maximum Height (Feet) |
| GC; NC-1; NC-2; VV; TR; BC; SMT; TSQ; RVBD; RR, OV, BCDD, <u>MDD1</u> | 1 | 15 square feet | 30 square feet | Top of the wall or façade to which attached |
| OT; TWNC; AP; MP; I; BP; OBAT; R-20; R-30, <u>MDD2</u> , <u>MDD3</u> , <u>MDD4</u> , <u>MDD5</u> | 1 | 15 square feet | 30 square feet | Top of the wall or façade to which attached |
| Nonresidential Uses in UR; RA-5; R-1 – R-18; RVT; CTR; EH | 1 | 25 square feet | 50 square feet | 20 feet |

4. Blade Signs

| Table 21.44.010D Blade Sign Standards | | | | |
|---|---|--|--|---|
| Zone | Maximum Number of Blade Signs per Façade* | Maximum Area per Sign Face (Square Feet) | Maximum Area Total of all Sign Faces (Square Feet) | Maximum Height (Feet) |
| GC; NC-1; NC-2; VV; TR; BC; SMT; TSQ; RVBD; RR, OV, BCDD, <u>MDD1</u> | 1 | 6 square feet | 12 square feet | Top of the wall or façade to which attached |
| OT; TWNC; AP; MP; I; BP; OBAT; R-20; R-30, <u>MDD2</u> , <u>MDD3</u> , <u>MDD4</u> , <u>MDD5</u> | 1 | 6 square feet | 12 square feet | Top of the wall or façade to which attached |
| Nonresidential Uses in UR; RA-5; R-1 – R-18; RVT; CTR; EH | 1 | 6 square feet | 12 square feet | 20 feet |
| TABLE NOTE: * An individual business that chooses a wall sign or an awning sign may also have a maximum of one pedestrian-oriented blade sign or one pedestrian-oriented bracket sign per façade. | | | | |

5. Bracket Signs

| Table 21.44.010E Bracket Sign Standards | | | | |
|---|---|--|--|---|
| Zone | Maximum Number of Bracket Signs per Façade* | Maximum Area per Sign Face (Square Feet) | Maximum Area Total of all Sign Faces (Square Feet) | Maximum Height (Feet) |
| GC; NC-1; NC-2; VV; TR; BC; SMT; TSQ; RVBD; RR, OV, BCDD, <u>MDD1</u> | 1 | 6 square feet | 12 square feet | Top of the wall or façade to which attached |
| OT; TWNC; AP; MP; I; BP; OBAT; R-20; R-30, <u>MDD2</u> , <u>MDD3</u> , <u>MDD4</u> , <u>MDD5</u> | 1 | 6 square feet | 12 square feet | Top of the wall or façade to which attached |
| Nonresidential Uses in UR; RA-5; R-1 – R-18; RVT; CTR; EH | 1 | 6 square feet | 12 square feet | 20 feet |
| TABLE NOTE: * An individual business that chooses a wall sign or an awning sign may also have a maximum of one pedestrian-oriented blade sign or one pedestrian-oriented bracket sign per façade. | | | | |

Section 17. Amendments to Redmond Zoning Code (RZC) Chapter 21.52 Transportation Standards. The provisions of RZC Section 21.52.030, subsections RZC 21.52.030.E and RZC 21.52.030.G are hereby amended to read as follows:

RZC 21.52.030.E Street and Access Standards. Access.

E. Access.

1. Lot Access. All lots shall have access to a public right-of-way via direct access ~~to the right-of-way,~~ an easement recorded with King County, or a private drive or road. The specific design of property access shall be based on standards and guidelines established or approved by the City of Redmond.

~~Where feasible access is available from a property to more than one~~ Where there is more than one feasible access to public right-of-way, the property shall access the lower ~~classification~~ classified street as defined in RZC 21.52.030.C, Street Classification. Access is feasible when it provides a direct connection via easement, private road, or other means to a public right-of-way and when it meets minimum Fire Code access requirements.

RZC 21.52.030.G Street and Access Standards. Right-of-Way and/or Easement Dedication.

G. Right-of-Way and/or Easement Dedication. Where a planned street right-of-way or roadway, sidewalk, slope, or utility easement, as indicated by RZC 21.52.030.D, Street Plan, or as is necessary to complete a public City street, lies within a proposed development, the fee owner of the property shall be required to dedicate the right-of-way to the City as a condition of approval under RZC 21.76, Review Procedures. ~~Prior to acceptance of the right-of-way and/or easement by the City, the fee owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any encroachments on such easements or rights-of-way.~~

1. Prior to acceptance of the right-of-way and/or easement by the City, the fee owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any underground, at the surface, and in the airspace encroachments on such easements or rights-of-way. The City of Redmond Standards Specifications DG 18 through DG 20 provide specific design guide regarding ROW encroachment requirements.

2. The Technical Committee shall serve as the decision-making body regarding the City's acceptance of right-of-way that is encumbered, if the City in its sole determination finds that the easement or other right will not interfere with the City's long-term operation of the right-of-way for transportation, utility, or other customary right-of-way purposes.

Section 18. Amendments to Redmond Zoning Code (RZC) Chapter 21.52 Transportation Standards. The provisions of RZC Section 21.52.040 are hereby amended to read as follows:

RZC 21.52.040.B Sight Clearance at Intersections. Sight Distance Triangle

B. Sight Distance Triangle.

| Table 21.52.040 Required Horizontal Sight Clearance | | |
|--|--|----------|
| Type of Intersection | Horizontal Sight Clearance for Intersection Legs Noted | |
| | (A) | (B) |
| Controlled by Traffic Signal or Stop Sign | | |
| Intersections that Involve <u>Arterials</u> (30MPH+) | 20 feet | 100 feet |
| Others (Local <u>access, driveways, etc.</u>) (25 MPH) | 20 feet | 65 feet |
| Uncontrolled or Yield on Public Local Access Street <u>Right of Way</u> (Local access—residential) | 70 feet | 70 feet |

C. Obstructions Prohibited. The obstruction of a motor vehicle operator's view at an intersection shall be prohibited within the "Sight Distance Triangle"

described in this section and in RZC Appendix 2, Construction Specification and Design Standards for Streets and Access, between a height of two feet and eight feet above existing street grade. The sight triangle shall be applied in both directions along major and minor intersecting streets. Sight triangles from streets into a driveway may not apply in circumstances where the Department of Public Works determines that on-site constraints prevent the application of the sight distance requirements and there is no detriment to the public safety and welfare, including pedestrian access and safety. In the Downtown, Overlake urban center, and Marymoor Subarea, when a garage access intersects a street, along the street direction, the sight distance triangle either 20 feet by 65 feet or 20 feet by 100 feet shall be required depending on the street classification; along the garage access direction, a sight distance triangle of 20 feet by 65 feet may be replaced by a pedestrian sight distance triangle. A pedestrian sight distance is described by two 10-foot intersecting lines that are drawn respectively along the back of sidewalk edge and along the edge of a garage access, and a third line which connects the extremities of the two 10-foot intersection lines.

Fences, hedges, signs, shrubs, natural vegetation and trees, and other inanimate objects greater than 18 inches in width or diameter are not allowed in the Sight Distance Triangle. Traffic control devices, utility poles, trees, and other opaque inanimate objects 18 inches or less in width or diameter are allowed in the sight distance triangle when spaced at an adequate distance to not significantly obstruct the sight distance triangle.

Section 19. Amendments to Redmond Zoning Code (RZC) Chapter 21.67 Green Building Incentive Program (GBP). The provisions of RZC Section 21.67.040 are hereby amended to read as follows:

RZC 21.67.040 Techniques and Incentives for Development

A. Green Building Incentive Program Techniques

| Table 21.67.040A Green Building Incentive Program Techniques | | |
|---|--|--|
| Technique | Points Awarded – Residential Development | Points Awarded – Nonresidential Development |
| 1. Green Building Certification | | |
| Demonstrate ability to meet Built Green 4-star/LEED silver | 2 | N/A |
| Demonstrate ability to meet Built Green 5-star/LEED gold | 3 | N/A |
| 2. Drought-tolerant landscaping | 1 | 1 |
| 3. Native vegetation retention | | |
| 20 percent | 1 | 1 |
| 30 percent | 2 | 2 |
| 50 percent | 3 | 3 |
| 4. Green Roofs | | |
| First 10,000 square feet of green roof area proposed under this program | 1 point per 1,000 square feet of green roof area | 1 point per 1,000 square feet of green roof area |
| Next 20,000 square feet of green roof area proposed under this program | 1 point per 2,000 square feet of green roof area | 1 point per 2,000 square feet of green roof area |
| 25 percent of roof area | 1 | 1 |
| 50 percent of roof area | 2 | 2 |
| 5. Roof rainwater collection | 1 | 1 |
| 6. Minimal excavation foundation | | |
| First 10 structures constructed under this program using this technique | 1 point per structure | 1 point per structure |
| Next 20 structures constructed under this program using this technique | 1 point per two structures | 1 point per two structures |
| Thereafter, developments using this technique for all structures | 3 | 3 |
| 7. Water Sense Program | 2 | 2 N/A |
| 8. Alternative forms of energy that power 50 percent of the building's energy needs | 3 | 3 |
| 9. Two Electric Vehicle Charging Stations located on-site or 5 percent of required parking spaces reserved for low-emission vehicles | N/A | 1 |
| 10. Demonstrate ability to meet Salmon Safe Certification Program or equivalent in alternative certification program | 3 | 3 |
| 11. Demonstrate ability to meet LEED silver standards or equivalent in alternative certification program | N/A | 3 |
| 12. Demonstrate ability to meet LEED Gold standards or equivalent in alternative certification program | N/A | 5 |
| 13. Demonstrate ability to meet LEED Platinum standards or equivalent in alternative certification program | N/A | 7 |
| 14. Demonstrate ability to meet Evergreen Sustainable Development Standard or equivalent in alternative certification program | 4 | N/A |

Section 20. Amendments to Redmond Zoning Code (RZC) Chapter 21.70 State Environmental Policy Act (SEPA) Procedures. The provisions of RZC Section 21.70.090 are hereby amended to read as follows:

**RZC 21.70.090.B Categorical Exemptions, Threshold Determinations,
and Enforcement of Mitigating Measures. Critical Areas.**

B. Critical Areas. The Shoreline Environments Map and the Critical Areas Maps adopted pursuant to RZC 21.64, Critical Areas Regulations, and the Redmond Comprehensive Plan designate the location of critical areas within the City and are adopted by reference. For each critical area, other than a seismic hazard and/or critical aquifer recharge area, the exemptions within WAC 197-11-800 that are inapplicable are 1, 2.e, 2.f, ~~6.a~~6.d, 23.a through g, and 24.g and h. All other exemptions shall continue to apply within environmentally critical areas of the City.

1. Lands Covered by Water. Certain exemptions do not apply on lands covered by water, and this remains true regardless of whether or not lands covered by water are mapped.

2. Treatment. The City shall treat proposals located wholly or partially within a critical area no differently than other proposals under this chapter, making a threshold determination for all such proposals. The City shall not automatically require an EIS for a proposal merely because it is proposed for location in an environmentally critical area.

Section 21. Amendments to Redmond Zoning Code (RZC) Chapter 21.70 State Environmental Policy Act (SEPA) Procedures. The provisions of RZC Section 21.70.110 are hereby amended to read as follows:

RZC 21.70.110.C Overlake SEPA Planned Action. Requirements for Coverage under the Overlake SEPA Planned Action.

C. Requirements for Coverage under the Overlake SEPA Planned Action. To be covered by this SEPA planned action, a proposed project shall comply with all of the following requirements:

1. The project shall be located on land within the Overlake Neighborhood and zoned Overlake Business and Advanced Technology (OBAT), or Overlake Village (OV) zones.
2. The project shall consist of building(s), and on-site and off-site improvements to support the building(s) that will be occupied by uses that are allowed by the Overlake Business and Advanced Technology (OBAT), or Overlake Village (OV) zones.
3. For nonresidential projects and the nonresidential component of mixed-use projects, the proposed project together with the projects already approved as planned actions shall not exceed ~~4.5~~19.9 million square feet of gross floor area within the Overlake Neighborhood,

~~beginning~~ for applications submitted on or after
October 31, 2009.

4. For residential projects and the residential component of mixed-use projects, the project and the projects already approved as planned actions shall not exceed 5,494 housing units, beginning on October 31, 2009.
5. The project shall comply with the Floor Area Ratios (FARs), inclusive of allowable Transfers of Development Rights (TDRs), and density limits set by the Overlake Business and Advanced Technology (OBAT) zone or the Overlake Village (OV) zones.
6. The application for coverage under the Overlake SEPA planned action must be submitted by June 1, 2030. If the application is approved, the project must vest under the statutes and case law of the State of Washington by December 31, 2030, or the approval shall expire.
7. The project shall not be an essential public facility. Essential public facilities shall not be covered by the Overlake SEPA planned action.

Section 22. Amendments to Redmond Zoning Code (RZC) Chapter 21.74 Land Division. The provisions of RZC Section 21.74.030 are hereby amended to read as follows:

RZC 21.74.030 Decision Criteria and Procedures

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A. Application Submittal Requirements.

1. Scope. This section sets forth the requirements that must be met in order for applications for approvals governed by this chapter to be considered complete.
2. Preliminary Subdivisions. In order to be considered complete, each application for preliminary subdivision approval shall contain the following:
 - a. A completed General Application Form and Project Contact Form;
 - b. The required application fees;
 - c. A small-scale vicinity map (suitable for public notice purposes);
 - d. A completed SEPA/CAO Fee Worksheet;
 - e. A CAO Report, if required in RZC 21.64, Critical Areas Regulations, of these regulations;
 - f. For large sites, key plat map showing the entire site on one large sheet;
 - g. A set of preliminary plat plans showing the proposed layout of all lots, tracts, parcels, and streets;
 - h. A Preliminary Storm Water Report;
 - i. A SEPA Application Form, together with a completed City of Redmond SEPA Checklist;
 - j. A traffic study, if required by the Public Works Department;

- k. A title report or plat certificate for all parcels involved;
- l. Density calculations indicating maximum and minimum density requirements for the proposal and including density bonus calculations, if applicable;
- m. A transportation certificate of concurrency or, if no such certificate has been issued at the time of application, a transportation concurrency application that contains all information required for a transportation concurrency determination under RZC 21.17.010, Transportation Concurrency.
- n. A reduced site plan showing proposed lot layout (suitable for public notice purposes); and
- o. A tree preservation plan if trees are proposed to be removed as part of the proposal.

Section 23. Amendments to Redmond Zoning Code (RZC) Chapter 21.76 Review Procedures. The provisions of RZC Section 21.76.030 are hereby amended to read as follows:

RZC 21.76.030.E Application Requirements. Application and Inspection Fees.

E. Application and Inspection Fees.

3. Fee Exemptions.

a. When a City department applies for a permit required by

RZC Article I, Zone-Based Regulations; RZC Article II,

Citywide Regulations; RMC Chapter 15.08, Building Code; and RZC Article VI, Review Procedures, the department shall not be required to pay application fees. Where an application will require substantial review time or expenditures, the Administrator may require that the department applying for the permit reimburse the departments reviewing the application for some or all of the time and costs expended in the review.

b. For housing projects providing all or more than 50 percent of its units that meet the requirements of this subsection, application fees shall not be required for any permit required by RZC Article I, Zone-Based Regulations; RZC Article II, Citywide Regulations; RMC Chapter 15.08, Building Code; and RZC Article VI, Review Procedures.

i. The housing will be ultimately owned by households earning 60 percent of the King County median family income adjusted for household size, nonprofit organizations, or public agencies.

ii. The housing will remain affordable to households earning 60 percent or less of the King County median family income adjusted for household size for at least five years. The Administrator may condition the

project for a longer period of time if needed to recover the community's investment.

iii. The housing will help meet an unfulfilled portion of Redmond's affordable housing targets.

iv. The location will meet Redmond's policies and zoning for the proposed housing type and density.

v. The proposal will result in a benefit to the community.

vi. The waiver will not result in an unacceptable adverse impact on the service providers funded by the fees proposed for a waiver.

c. For environmental restoration or enhancement projects that meet the requirements of this subsection, application fees shall not be required for any permit required by RZC Article I, Zone-Based Regulations; RZC Article II, Citywide Regulations; RMC Chapter 15.08, Building Code; and RZC Article VI, Review Procedures.

i. The project will be carried out by nonprofit organizations, volunteer groups, or other persons or groups demonstrating similar intent.

ii. The applicant shall demonstrate that the primary purpose of the project is environmental restoration or enhancement.

- iii. The project will help meet an unfulfilled habitat restoration need identified by the City.
 - iv. The project and its location shall meet all applicable policies and regulations.
 - v. The proposal will result in a benefit to the community.
 - vi. The waiver will not result in an unacceptable adverse impact on the service providers funded by the fees proposed for a waiver.
- d. Temporary use permit applications for off-site construction employee parking are exempt from the payment of application fees if all of the following requirements are met:
- i. The construction site where the construction employees will be working is located in the Downtown or Overlake neighborhoods.
 - ii. The developer/general contractor is responsible for providing/organizing transportation for construction employees between the parking site and construction site.
 - iii. The developer/general contractor is responsible for obtaining any necessary lease/permission from the property owner to park on the off-site parking location.

e. ~~The Any~~ request for a fee waiver shall be made in writing when the application is filed.

f. The Administrator may condition a waiver to ensure the project will meet the requirements of this subsection or to lessen impacts on the service providers funded by the fees that are waived.

Section 24. Amendments to Redmond Zoning Code (RZC) Chapter 21.76 Review Procedures. The provisions of RZC Section 21.76.040 are hereby amended to read as follows:

RZC 21.76.040.D Time Frames for Review. Application Review and Decision Time Frame.

D. Application Review and Decision Time Frame. The following procedures shall be applied to new applications to which this chapter applies, except for applications for Wireless Communication Facilities.

1. Additional Information. When additional information is determined by the Administrator to be necessary:

a. The applicant shall update and resubmit corrected information within and not exceeding 90 days from the date of the add information notification;

b. The period may be extended by the administrator upon showing proper justification. For purpose of this extension, the applicant shall submit a written request no less than 30 days prior to the add

information expiration, RZC 21.76.090.C Termination
of Approval of Type I, II, and III Permits; and

c. Once the time period and any extensions have expired,
approval shall terminate; and the application is
void and deemed withdrawn.

24. Decisions on Type II, III, IV or V applications, except applications for short plat approval, preliminary plat approval, or final plat approval, applications for development agreements and applications for land use permits for which a development agreement is required, shall not exceed 120 days, unless the Administrator makes written findings that a specified amount of additional time is needed for processing of a specific complete land use application or unless the applicant and the City agree, in writing, to an extension. Decisions on short plat approval and final plat approval shall not exceed 30 days and decisions on preliminary plat approval shall not exceed 90 days. For purposes of calculating timelines and counting days of permit processing, the applicable time period shall begin on the first working day following the date the application is determined to be complete pursuant to RZC 21.76.040.C, Complete Application Review Time

Frame, and shall only include the time during which the City can proceed with review of the application.

32. Appeals. The time period for consideration and decision on appeals shall not exceed:

- a. Ninety (90) days for an open record appeal hearing; and
- b. Sixty (60) days for a closed record appeal;
- c. The parties may agree in writing to extend these time periods. Any extension of time must be mutually agreed upon by the applicant and the City in writing.

43. Exemptions. The time limits established in this title do not apply if a project permit application:

- a. Requires approval of the siting of an essential public facility as provided in RCW 36.70A.200;
- b. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete.

54. See also RZC 21.68.200, Shoreline Administration and Procedures.

Section 25. Amendments to Redmond Zoning Code (RZC) Chapter 21.76 Review Procedures. The provisions of RZC Section 21.76.060 are hereby amended to read as follows:

**RZC 21.76.060.Q Process Steps and Decision Makers. City Council
Decisions on Type VI Reviews.**

Q. City Council Decisions on Type VI Reviews.

1. Overview. The City Council shall consider and take action on all Planning Commission recommendations on Type VI reviews. The City Council may take action with or without holding its own public hearing. Any action of the City Council to adopt a Type VI proposal shall be by ordinance.

2. City Council Action.

a. Notice of City Council Proceeding. Notice shall be provided in accordance with RZC 21.76.080.J.

b. Initial Consideration by Council. The City Council shall consider at a public proceeding each recommendation transmitted by the Planning Commission. The Council may take one of the following actions:

i. Adopt an ordinance adopting the recommendation or adopt the recommendation with modifications; or

ii. Adopt a motion denying the proposal; or

iii. Refer the proposal back to the Planning Commission for further proceedings, in which case the City Council shall specify the time within

which the Planning Commission shall report back to the City Council with a recommendation; or

iv. Decide to hold its own public hearing to take further public testimony on the proposal or in order to consider making a modification of the proposal that was not within the scope of the alternatives that could be reasonably foreseen from the notice of the Planning Commission public hearing provided under RZC 21.76.080.F.

c. Public Hearing and Decision. If the Council determines to hold its own public hearing, notice shall be provided; and the hearing shall be conducted in the same manner as was provided for the Planning Commission hearing on the proposal. After conducting the public hearing, the City Council shall render a final decision on the proposal as provided in subsection QP.2.b.i or QP.2.b.ii above.

Section 26. Amendments to Redmond Zoning Code (RZC) Chapter 21.78 Definitions. RZC Chapter 21.78, subsections A Definitions, B Definitions, C Definitions, D Definitions, K Definitions, L Definitions, M Definitions, P Definitions, Q Definitions, and S Definitions is hereby amended to read as follows:

RZC 21.78 Definitions. A Definitions

Affordable Housing Unit. Housing reserved for occupancy by eligible households and affordable to households whose annual income does not exceed eighty percent of area median income, adjusted for household size, and no more than thirty percent of the monthly household income is paid for monthly housing expenses. (Housing expenses for ownership housing include mortgage and mortgage insurance, property taxes, property insurance, and homeowner dues. Housing expenses for rental housing include rent and appropriate utility allowance.)

NEW SECTION. Area Median Income (AMI) (or King County Area Median Income, or Median Income). The median income for the Seattle-Bellevue, WA, HUD Metro Fair Market Rent (FMR) Area as most recently determined by the Secretary of Housing and Urban Development (the "Secretary") under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median income figures for King County, the City may use or determine such other method as it may choose to determine the Area Median Income, adjusted for household size. Also referred to as the "King County Area Median Income" and "Median Income".

RZC 21.78 Definitions. B Definitions

NEW SECTION. Build-To Line (BTL). A build-to line (BTL) is a set building line on a lot, measured parallel from the front and/or corner side lot line, where the structure must be

located. The building facade must be located on the build-to line. Facade articulation, such as window or wall recesses and projections are not counted as the building façade line, which begins at the applicable façade wall.

RZC 21.78 Definitions. C Definitions

NEW SECTION. CU-Structural Soil™ - (U.S. Patent # 5,849,069) is a two-part system comprised of a rigid stone "lattice" to meet engineering requirements for a load-bearing soil, and a quantity of soil, to meet tree requirements for root growth.

RZC 21.78 Definitions. D Definitions

Driveway. An access which serves a lot, project limit, structure, or parking area.

RZC 21.78 Definitions. K Definitions

King County Area Median Income. See Area Median Income.

RZC 21.78 Definitions. L Definitions

Low-Cost Affordable Housing Unit. Housing reserved for occupancy by eligible households and affordable to households whose annual income does not exceed 50 percent of ~~Median Income~~ area median income, adjusted for household size, and no more than 30 percent of the monthly household income is paid for monthly housing expenses. (Housing expenses for ownership housing includes mortgage and mortgage insurance, property taxes, property insurance, and homeowners dues.

Housing expenses for rental housing includes rent and appropriate utility allowance.)

Low-Income and Moderate-Income Housing. Housing affordable under federal standards to households with annual incomes at or below 80 percent of the ~~county area~~ median income.

RZC 21.78 Definitions. M Definitions

Median Income. See Area Median Income. ~~The median income for the Seattle MSA as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended or if programs under said Section 8(f)(3) are terminated, median income determined under the method used by the Secretary prior to such termination. In the event that HUD no longer publishes median income figures for the Seattle MSA or King County, the City may use any other method for determining the King County median income, adjusted for household size.~~

RZC 21.78 Definitions. P Definitions

NEW SECTION. Project Limit. A lot, portion of a lot or combination of lots or portions of lots treated as a single development parcel for purposes of the Redmond Zoning Code.

Protected Tree/Protected Vegetation. A tree or area of understory vegetation identified on an approved tree protection and replacement plan to be retained and protected during construction and/or permanently protected by easement,

tract, or covenant restriction. A protected tree may be located outside or within a Native Growth Protection Area (NGPA), critical~~-sensitive~~ area or critical~~-sensitive~~ area buffer.

RZC 21.78 Definitions. Q Definitions

Qualified Consultant. For purposes of administering the Critical Areas regulations, "qualified consultant" shall mean a person who has attained a degree in the subject matter necessary to evaluate the critical area in question (e.g., biology or ecology for wetlands, streams and wildlife habitat; geology and/or civil engineering for geologic hazards and aquifer recharge areas), and who is professionally trained and/or certified or licensed to practice in the scientific disciplines necessary to identify, evaluate, manage, and mitigate impacts to the critical~~sensitive~~ area in question. Specifically, for wetlands, a qualified professional shall have at least two years of full-time work experience as a wetlands professional, including delineating wetlands using federal manuals, preparing wetland reports, conducting functional assessments, and developing and implementing mitigation plans.

RZC 21.78 Definitions. S Definitions

NEW SECTION. Service Vehicle. Service Vehicle means a vehicle engaged in loading or unloading operations such as pick-up

and drop-off for patients or passengers, or bulk pickups and deliveries for commodities, merchandise, equipment or household items. A typical service vehicle includes but not limited to emergency aid-car, carpool van, delivery truck or moving truck with a similar size as a single-unit truck (SU-30).

Section 27. Amendments to Redmond Zoning Code (RZC)
Appendices. RZC Appendix 2, subsections RZC Appendix 2.A.8, RZC Appendix 2.A.12, and RZC Appendix 2.D.4 are hereby amended to read as follows:

RZC Appendix 2.A.8 Construction Specification and Design Standards for Streets and Access. Streets. Paving Requirements.

A. Streets.

8. Paving Requirements.

- e. Street Overlay. Asphalt streets impacted by construction activity and post-construction traffic from new developments must be planed, overlaid, and/or patched, as determined by the Public Works Department and in accordance with City of Redmond Standard Specifications and Details. At a minimum, all new developments (except for construction of one single-family home~~-construction~~) are required to do a 2-inch grind and overlay of the entire half street

along their project frontage if the Pavement Condition Index (PCI) of the existing pavement is below 70 (as determined by the City's bi-annual pavement survey).

~~f. Half street improvements along the project frontage (except for single-family home construction) shall include full-depth asphalt reconstruction from the right-of-way centerline to the new curb line in accordance with City standards for the street classification if the development will generate 20 or more PM peak hour vehicle trips.~~

f. Street Restoration. For new developments (except for construction of one single-family home) that will generate 20 or more PM peak hour vehicle trips, the following street restoration measures shall apply to mitigate the impacts of construction activity and post-construction traffic from the development on pavement conditions, based on the Pavement Condition Index (PCI) of the existing pavement (as determined by the City's bi-annual pavement survey):

| | |
|--|--|
| <u>PCI 70 and above</u> | <u>An overlay is not required except as mandated by other City Standards and Codes.</u> |
| <u>PCI between 69-55</u> | <u>A 2-inch grind and overlay from the right-of-way centerline to the new curb line along the entire project frontage.</u> |
| <u>PCI between 54-40</u> | <u>A 3-inch grind and overlay from the right-of-way centerline to the new curb line along the entire project frontage.</u> |
| <u>PCI below 40 or pavement depths along project frontage do not meet City Standard for Street Classification:</u> | <u>Full- depth reconstruction from the right-of-way centerline to the new curb line along the entire project frontage.</u> |

RZC Appendix 2.A.12 Construction Specification and Design Standards for Streets and Access. Streets. Cul-de-sac and Dead End Streets.

A. 12. Cul-de-sac and Dead End Streets.

- a. Streets with a cul-de-sac or permanent dead-end should not be longer than 600 feet. In the event that a longer cul-de-sac or permanent dead-end street is unavoidable due to topography or as otherwise specified in this section, turnarounds are required every 600 feet.
- b. Refer to Appendix 2.C Emergency Vehicle Turnarounds to determine if it applies to the

street. If Appendix 2.C does not apply, safety provisions must be made to accommodate the turnaround for a single unit (SU-30) truck, and, for public local access streets, a cul-de-sac is required ~~unless the proposed design can demonstrate for~~ compliance with safety requirements defined in RZC 21.40.010.E and RMC 10.52 for permanent dead end public local streets only.

c. Temporary dead end streets planned for future continuation shall include the necessary dedication or easements for utilities and vehicle turnarounds. If the dead end is over 300 feet for residential and 150 feet for commercial, then the turnaround must meet the requirements of Appendix 2.C, Emergency Vehicle Turnarounds. A barricade designed to City of Redmond standards shall be installed at the end of the dead end street, along with a sign stating "This Street To Be Extended In The Future."

d. Refer to the City of Redmond Standard Specification and Details for cul-de-sac and barricade details.

**RZC Appendix 2.D Construction Specification and Design Standards
for Streets and Access. Driveways. Location and Number of
Driveways.**

D. Driveways. Driveways, as used in this appendix, shall refer to: (a) A vehicular access which serves a lot, project limit, structure, or parking area ~~vehicle entrances to individual lots~~ and/or (b) the intersection of access corridors with public or private streets.

D.4. Location and Number of Driveways.

a. Driveways shall be limited to one per parcel per street frontage, except that the following is permitted subject to the approval of the Technical Committee: one driveway for each 150 feet of local street frontage, or three driveways for two lots having common parking, as provided in RZC 21.40.010.F.1.

b. The City shall not permit any driveway within 150 feet of the nearside face of the curb of the intersecting street or from any other such driveway. In the event it is either impossible or undesirable to separate by 150 feet, then driveways shall be located as far away as possible from the nearside of curb of the intersecting street or any other such driveway. Separations

less than 150 feet shall obtain approval from the Technical Committee. This separation requirement shall not typically be applied to the distance between single-family driveways on local streets.

Section 28. Amendments to Redmond Zoning Code (RZC)
Appendices. RZC Appendix 8.A, Figures 2, 4, 6, 7, 8, 9, and 10, RTS Section 2 Notes, RTS Section 3 Notes, and Sections for Existing Type I Streets are hereby amended to read as follows:

RZC Appendix 8.A. Type I Street Standard Section, Type I Street

Standard Section

DELETE Figure 2. Type I Street Standard Section as shown below.

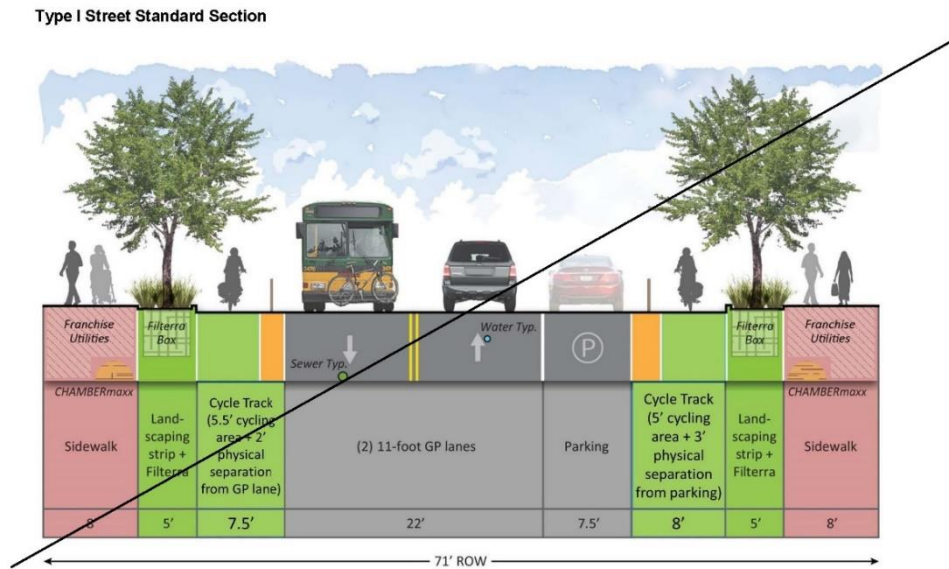


Figure 2. Type I Street Standard Section

RZC Appendix 8A, Marymoor Subarea
Street Requirements

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REPLACE WITH Figure 2. Type I Street Standard Section as shown below.

Type I Street Standard Section

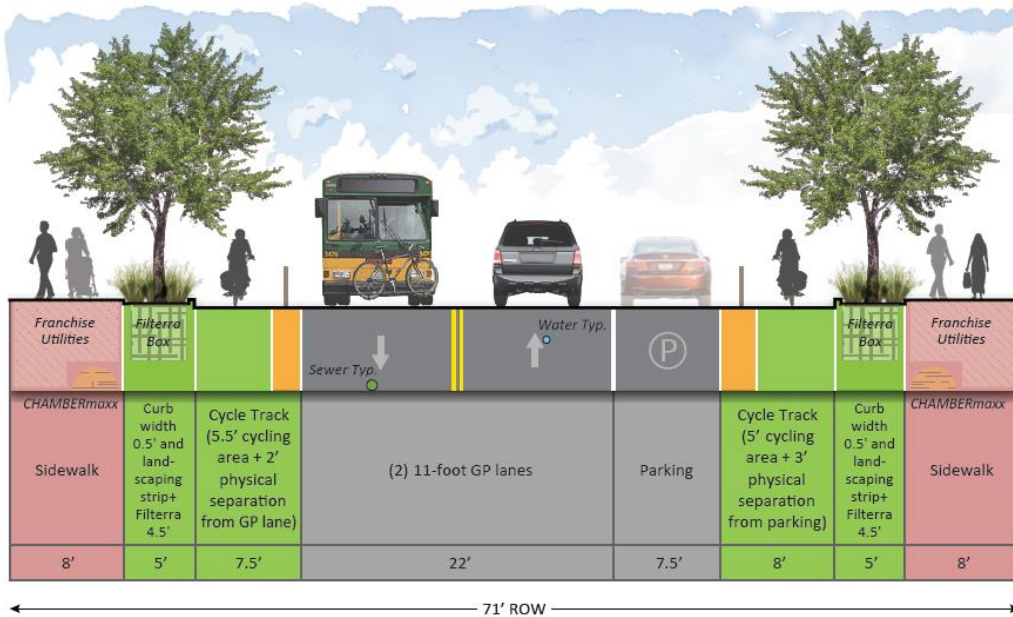


Figure 2. Type I Street Standard Section

RZC Appendix 8A, Marymoor Subarea
Street Requirements

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Appendix 8.A. Type II Connector Street Standard Section, Figure 4.

Type II Connector Street Standard Section

DELETE Figure 4. Type II Connector Street Standard Section as shown below.

TYPE II STREETS

Type II Street Description

Type II streets contain one general purpose lane in each direction with curbside parking allowed on both sides of the street. Stormwater is managed with a variety of bioretention treatments located in an 8-foot landscape strip/bioretention area. ADA compliant sidewalks are placed behind the landscape strips/bioretention areas. Type II streets are either connector streets with parking on both sides of the street or local streets with parking on one side only. For conceptual design purposes the connector street is assumed and shown in this report. The Type II street standard section and typical block plan are shown in Figures 4 and 5, respectively.

Type II Connector Street Standard Section

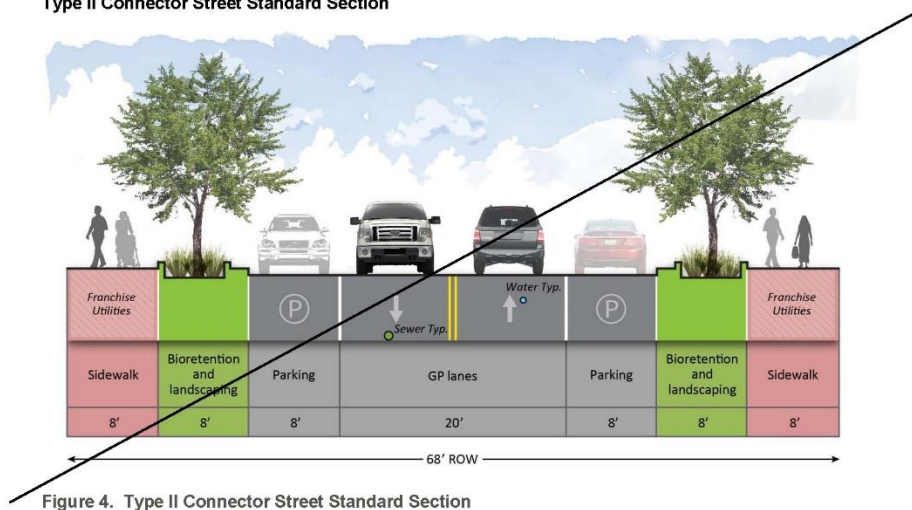


Figure 4. Type II Connector Street Standard Section

RZC Appendix 8A, Marymoor Subarea
Street Requirements

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REPLACE WITH Figure 4. Type II Connector Street Standard Section as shown below.

TYPE II STREETS

Type II Street Description

Type II streets contain one general purpose lane in each direction with curbside parking allowed on both sides of the street. Stormwater is managed with a variety of bioretention treatments located in an 8-foot landscape strip/bioretention area. ADA compliant sidewalks are placed behind the landscape strips/bioretention areas. Type II streets are either connector streets with parking on both sides of the street or local streets with parking on one side only. For conceptual design purposes the connector street is assumed and shown in this report. The Type II street standard section and typical block plan are shown in Figures 4 and 5, respectively.

Type II Connector Street Standard Section

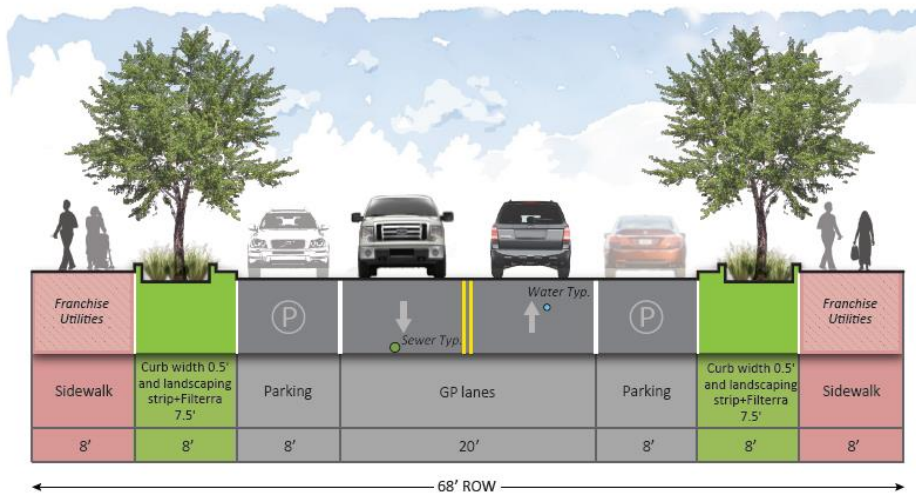


Figure 4. Type II Connector Street Standard Section

RZC Appendix 8A, Marymoor Subarea
Street Requirements

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Appendix 8.A. Type III Street Hypothetical Block Plan, Figure 6.

Type III Street Hypothetical Block Plan

DELETE Figure 6. Type III Street Hypothetical Block Plan as shown below.

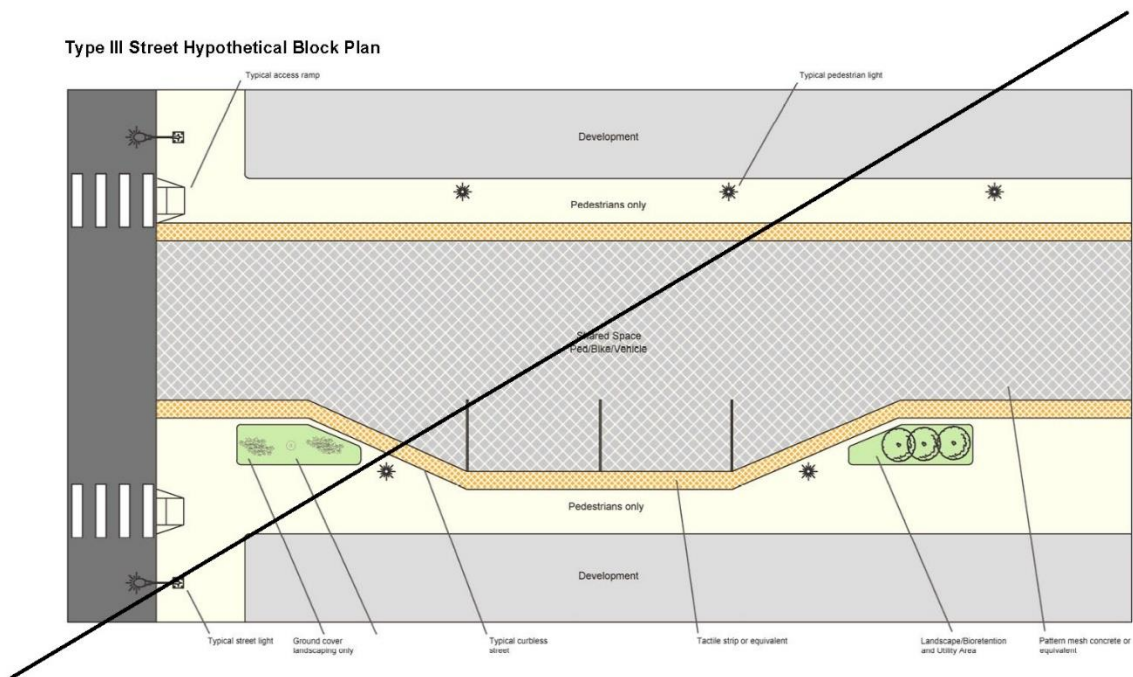


Figure 6. Type III Street Hypothetical Block Plan

Type III Street Hypothetical Street Sections

RZC Appendix 8A, Marymoor Subarea
Street Requirements

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REPLACE WITH Figure 6. Type III Street Hypothetical Block Plan as shown below.

Type III Street Hypothetical Block Plan

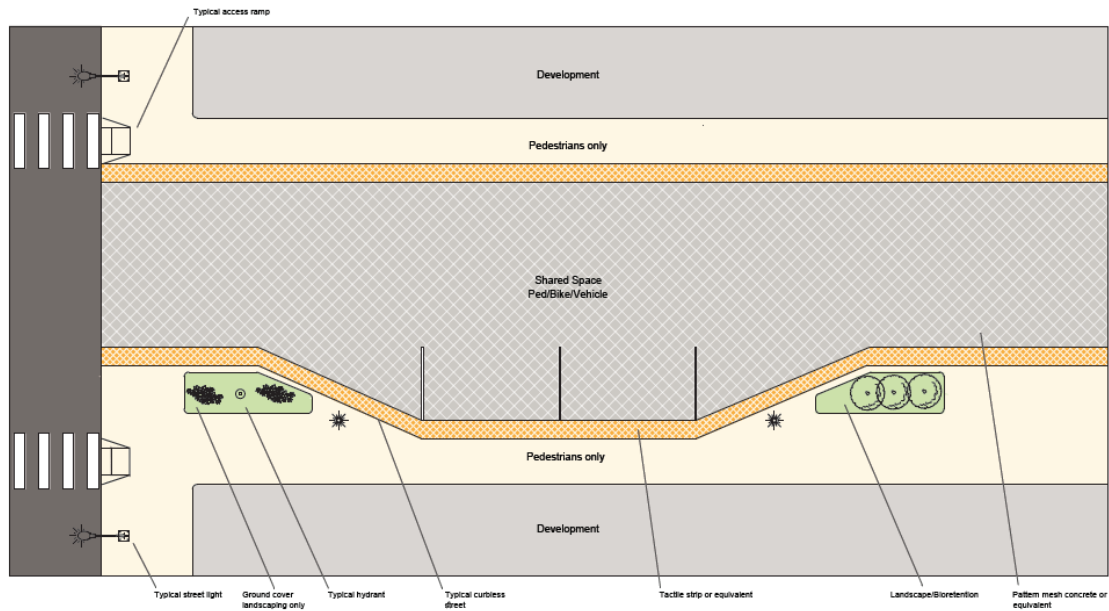


Figure 6. Type III Street Hypothetical Block Plan

Type III Street Hypothetical Street Sections

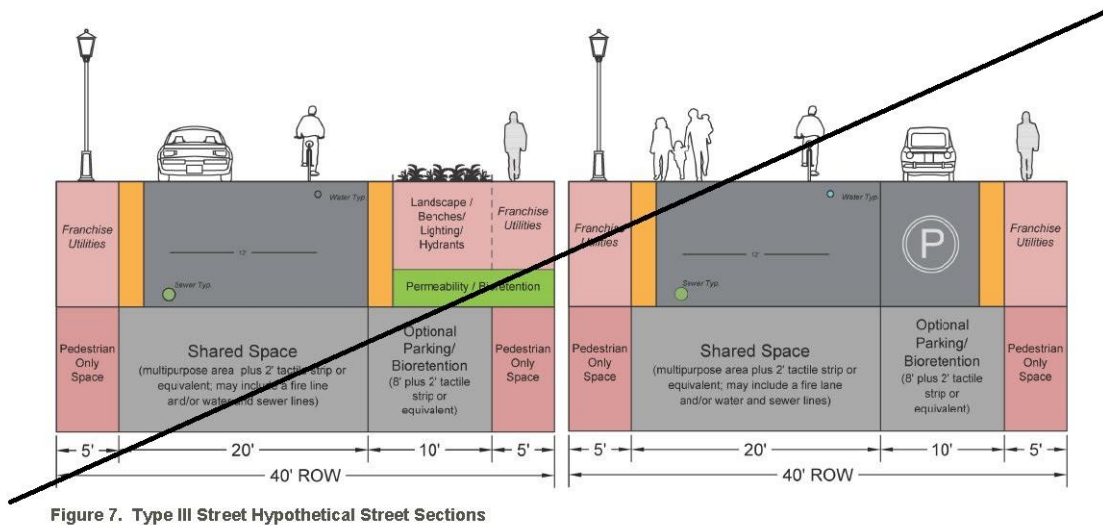
RZC Appendix 8A, Marymoor Subarea
Street Requirements

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Appendix 8.A. Type III Street Hypothetical Block Plan, Figure 7.

Type III Street Hypothetical Street Sections

DELETE Figure 7. Type III Street Hypothetical Street Sections as shown below.



REPLACE WITH Figure 7. Type III Street Hypothetical Street Sections as shown below.

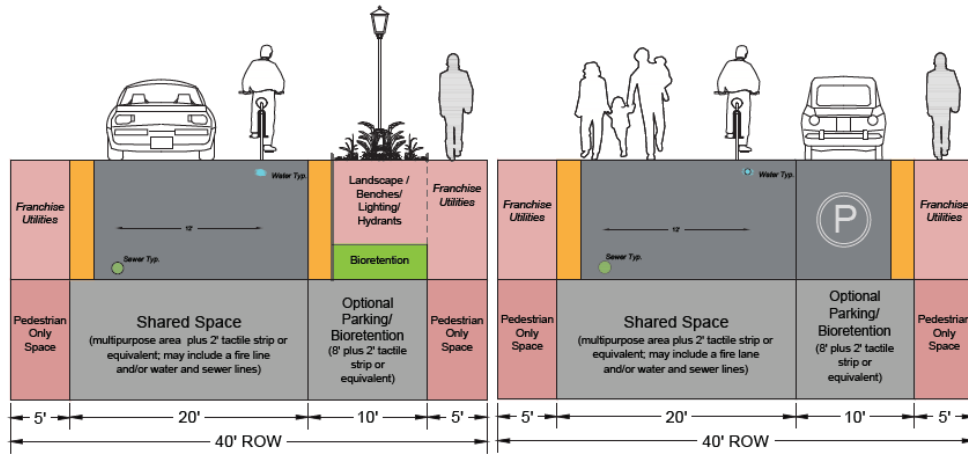


Figure 7. Type III Street Hypothetical Street Sections

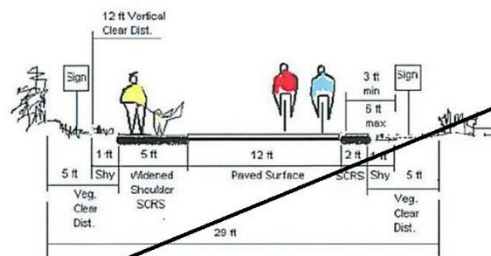
RZC Appendix 8A, Marymoor Subarea
Street Requirements

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Appendix 8.A. RTS Section 2 Standard. RTS Section 2 Notes and Figure 8. RTS Section 2 Standard

DELETE RTS Section 2 Notes and Figure 8. RTS Section 2 Standard as shown below.

RTS Section 2 Standard



RTS Section 2 Notes

1. Multi-purpose trails are assumed to be outside the Marymoor Park boundary pending future discussions with King County.
2. Non-motorized connections to Marymoor Park assumed to be built by King County.
3. Section will have a 14 foot concrete surface with signature design treatment.
4. 6-foot adjacent soft-surface path on park side (where adjacent to park).
5. All shoulders not adjacent to park are hard surface.

Figure 8. RTS Section 2 Standard

REPLACE WITH RTS Section 2 Notes and Figure 8. RTS Section 2 Standard as shown below.

RTS Section 2 Standard

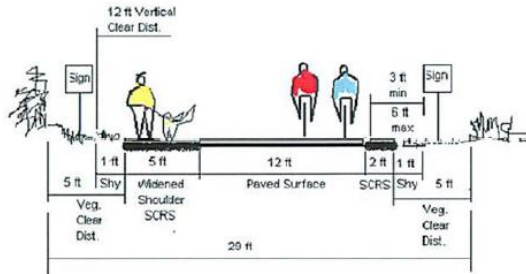


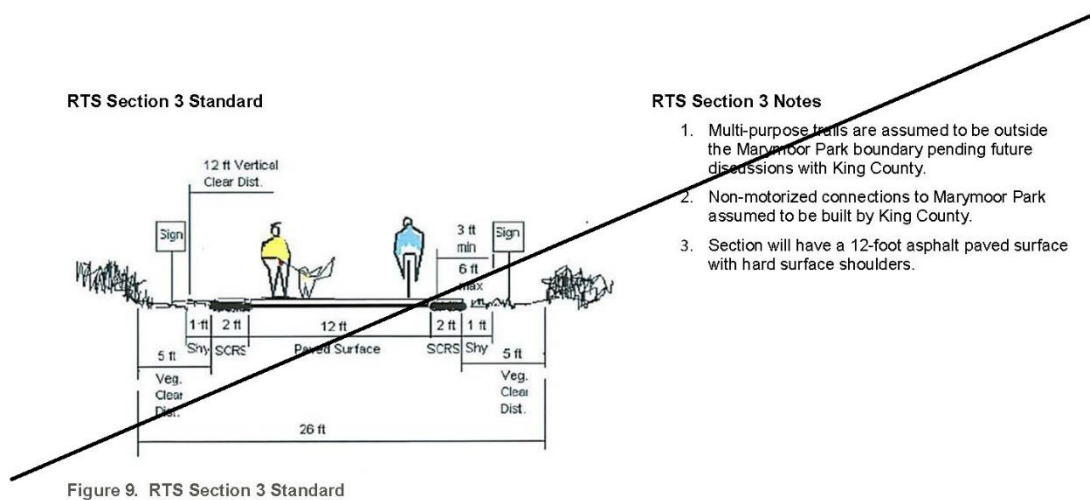
Figure 8. RTS Section 2 Standard

RTS Section 2 Notes

1. Multi-purpose trails are assumed to be outside the Marymoor Park boundary pending future discussions with King County.
2. Non-motorized connections to Marymoor Park assumed to be built by King County.
3. Section will have a 14 foot concrete surface with signature design treatment.
4. 6-foot adjacent soft-surface path on park side (where adjacent to park).
5. All shoulders not adjacent to park are hard surface.
6. Trail width needs to be covered by public access easement.

Appendix 8.A. RTS Section 3 Standard. RTS Section 3 Notes and Figure 9. RTS Section 3 Standard

DELETE Figure 9. RTS Section 3 Notes and RTS Section 3 Standard as shown below.



REPLACE WITH Figure 9. RTS Section 3 Notes and RTS Section 3 Standard as shown below.

RTS Section 3 Standard

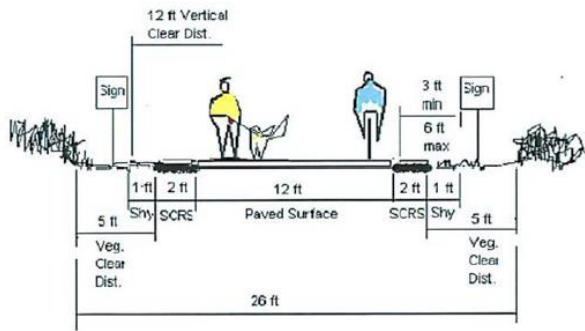


Figure 9. RTS Section 3 Standard

RTS Section 3 Notes

1. Multi-purpose trails are assumed to be outside the Marymoor Park boundary pending future discussions with King County.
2. Non-motorized connections to Marymoor Park assumed to be built by King County.
3. Section will have a 12-foot asphalt paved surface with hard surface shoulders.
4. Trail width needs to be covered by public access easement.

Appendix 8.A. City Regional Trail Standard, Figure 10. City Regional Trail Standard.

DELETE Figure 10. City Regional Trail Standard as shown below.

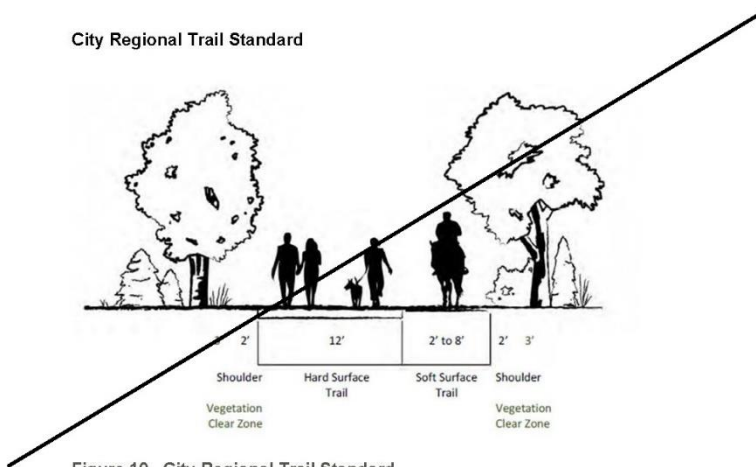


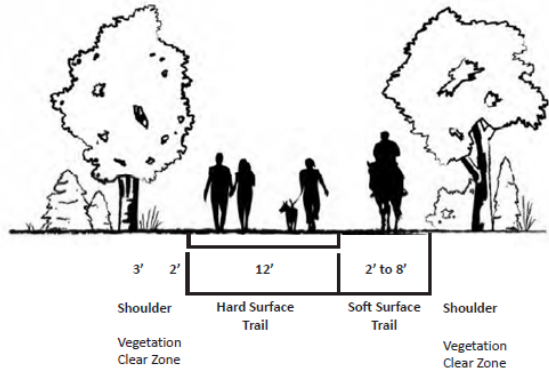
Figure 10. City Regional Trail Standard

Variations from the Standard

The RTS Section 2 Trail varies from the standard as noted in items 4 and 5 in the RTS Section 2 Trail notes listed above (all trail shoulders to be hard surface except the shoulder on the park side of the trail immediately adjacent to Marymoor Park). The RTS Section 3 Trail varies from the standard as noted in item 3 in the RTS Section 3 Trail notes listed above (trail shoulders to be hard surface versus soft). Variations from the City Regional Trail standard are to be determined during future phases of design.

REPLACE WITH Figure 10. City Regional Trail Standard as shown below.

City Regional Trail Standard



City Regional Trail Standard Notes

1. Trail width needs to be covered by public access easement.

Figure 10. City Regional Trail Standard

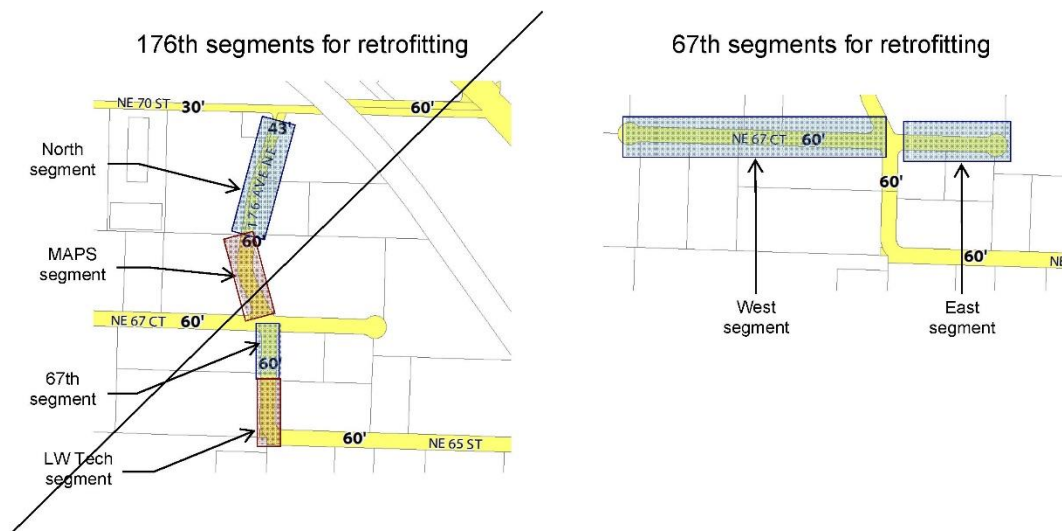
Variations from the Standard

The RTS Section 2 Trail varies from the standard as noted in items 4 and 5 in the RTS Section 2 Trail notes listed above (all trail shoulders to be hard surface except the shoulder on the park side of the trail immediately adjacent to Marymoor Park). The RTS Section 3 Trail varies from the standard as noted in item 3 in the RTS Section 3 Trail notes listed above (trail shoulders to be hard surface versus soft). Variations from the City Regional Trail standard are to be determined during future phases of design.

Appendix 8.A. Sections for Existing Type I Streets, 176th segments for retrofitting.

DELETE 176th segments for retrofitting as shown below.

APPENDIX 8A.1 – Sections for Existing Type I Streets

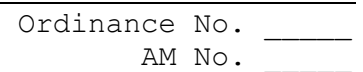


RZC Appendix 8A, Marymoor Subarea
Street Requirements

A.1

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{JEH2356311.DOCX;1/00020.150003/ }
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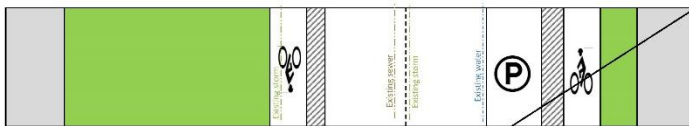
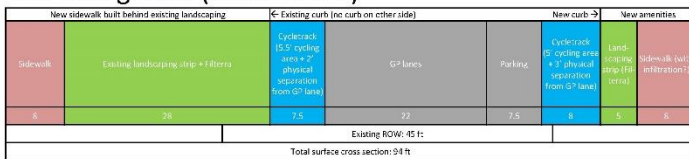


Appendix 8.A. 176th – segment cross sections and plan views: North segment (west on left) and MAPS segment (west on left).

DELETE 176th – segment cross sections and plan views: North segment (west on left) as shown below.

176th – segment cross sections and plan views

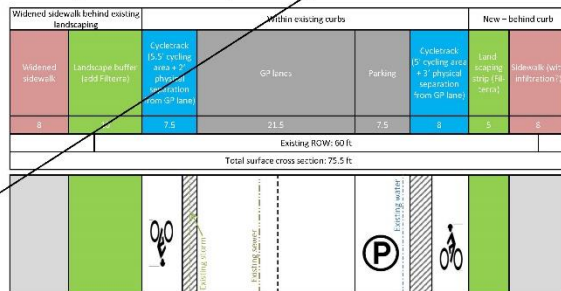
North segment (west on left)



Comments

- Curb exists only on west side
- Wide existing landscape strip on west side remains

MAPS segment (west on left)



Comments

- Sidewalk on west side widened from 4 to 8 ft

RZC Appendix 8A, Marymoor Subarea Street Requirements

A.2

REPLACE WITH 176th – segment cross sections and plan views: North segment (west on left) as shown below.

176th – segment cross sections and plan views

North segment (west on left)

| New sidewalk built behind existing landscaping | | ← Existing curb (no curb on other side) | | New curb → | | New amenities | |
|--|---------------------------------------|---|----------|------------|---|---------------------------------|------------------------------|
| Sidewalk | Existing landscaping strip + Planters | Cyclistack (2' x 2' physical separation from GP lane) | GP lanes | Parking | Cyclistack (2' x 2' physical separation from GP lane) | Landscaping strip (in front of) | Sidewalk (with infiltration) |
| 8 | 28 | 7.5 | 22 | 7.5 | 8 | 5 | 8 |
| NEW ROW | | Existing ROW: 45 ft | | | | NEW ROW | |
| Total surface cross section: 94 ft ROW | | | | | | | |

Comments

- Curb exists only on west side
- Wide existing landscape strip on west side remains



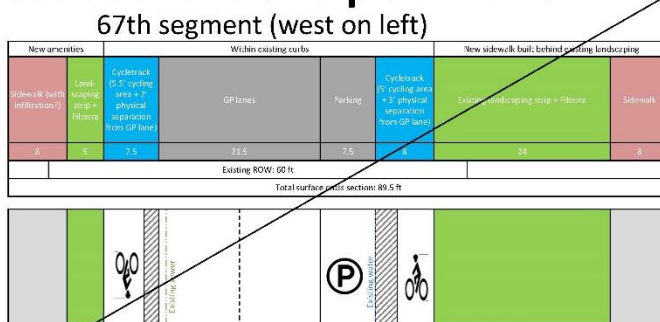
Appendix 8.A. 176th – segment cross sections and plan views: 67th segment (west on left) and LW Tech segment (west on left).

DELETE 176th – segment cross sections and plan views: LW Tech
segment (west on left) as shown below.

176th – segment cross sections and plan views

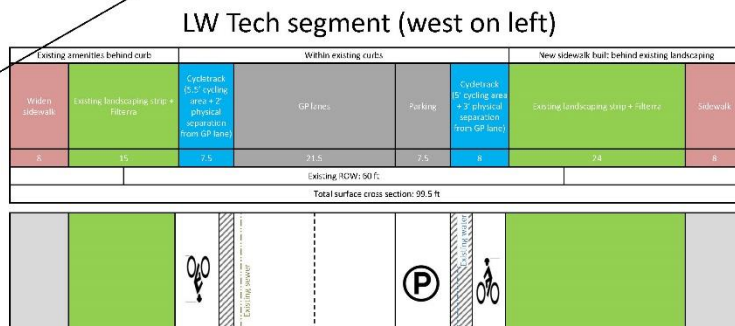
Comments

- Wide existing landscape strip on east side remains



Comments

- Sidewalk on west side widened from 6.5 to 8 ft
- Wide existing landscape strips remain on both sides



RZC Appendix 8A, Marymoor Subarea Street Requirements

A.3

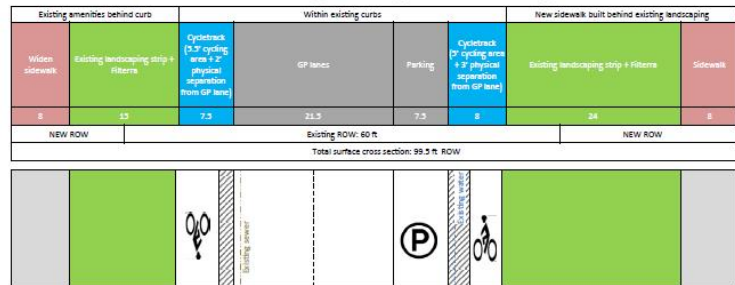
REPLACE WITH 176th - segment cross sections and plan views: LW
Tech segment (west on left) as shown below.

176th – segment cross sections and plan views

Comments

- Sidewalk on west side widened from 6.5 to 8 ft
- Wide existing landscape strips remain on both sides

LW Tech segment (west on left)

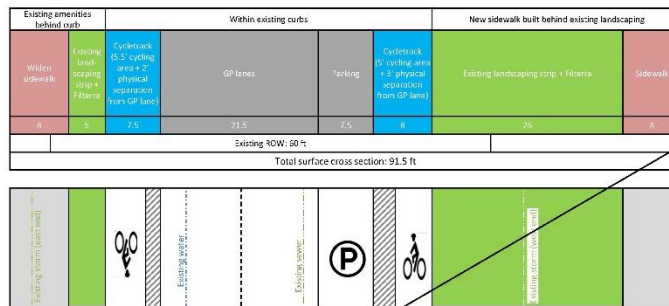


Appendix 8.A. 67th - segment cross sections plan views: West segment
(north of left) and East segment (north on left).

DELETE 67th - segment cross sections plan views: West segment
(north of left) and East segment (north on left) as shown below.

67th – segment cross sections and plan views

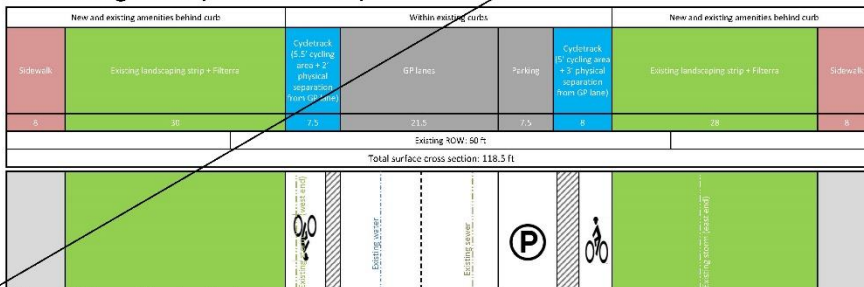
West segment (north of left)



Comments

- Widen sidewalk on north side from 5.5 to 8 ft
- Wide existing landscape strip on south side remains

East segment (north on left)



Comments

- Wide existing landscape strips on both sides remains

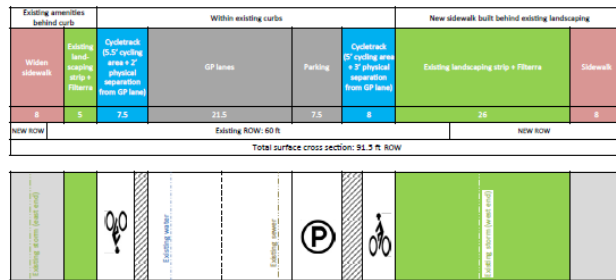
RZC Appendix 8A, Marymoor Subarea Street Requirements

A.4

REPLACE WITH 67th - segment cross sections plan views: West segment (north of left) and East segment (north on left) as shown below.

67th – segment cross sections and plan views

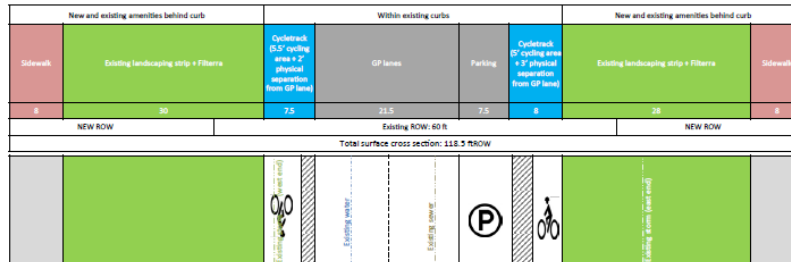
West segment (north on left)



Comments

- Widen sidewalk on north side from 5.5 to 8 ft
- Wide existing landscape strip on south side remains

East segment (north on left)



Comments

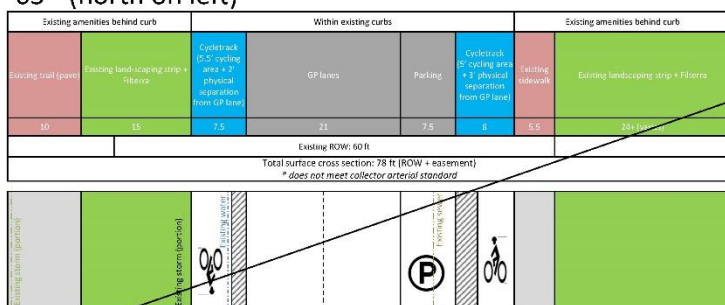
- Wide existing landscape strips on both sides remains

Appendix 8.A. 65th cross section and plan view: 65th (north on left)

DELETE 65th cross section and plan view: 65th (north on left) as shown below.

65th cross section and plan view

65th (north on left)



Comments

- Retain cross section on north side
- Pave trail on north side
- Retain sidewalk on south side
- Retain landscaping on south side for trees (may not need all 24+ feet)

REPLACE WITH 65th cross section and plan view: 65th (north on left) as shown below.

65th cross section and plan view

65th (north on left)

| Existing amenities behind curb | | Within existing curb | | | | Existing amenities behind curb | |
|--|-------------------------------------|--|----------|---------|--|--------------------------------|-------------------------------------|
| Existing trail (new) | Existing landscaped strip + filters | Cycletrack (2' cycling area + 2' physical separation from GP lane) | GP lanes | Parking | Cycletrack (2' cycling area + 2' physical separation from GP lane) | Existing sidewalk | Existing landscaped strip + filters |
| 10 | 10 | 7.5 | 21 | 7.5 | 8 | 3.5 | 240 (existing) |
| NEW ROW | | Existing ROW: 60 ft | | | | NEW ROW | |
| Total surface cross section: 78 ft ROW * does not meet collector arterial standards | | | | | | | |
| Existing trail (existing) | Existing landscaped strip | Cycletrack (2' cycling area + 2' physical separation from GP lane) | GP lanes | Parking | Cycletrack (2' cycling area + 2' physical separation from GP lane) | Existing sidewalk | Existing landscaped strip |
| 10 | 10 | 7.5 | 21 | 7.5 | 8 | 3.5 | 240 (existing) |

Comments

- Retain cross section on north side
- Pave trail on north side
- Retain sidewalk on south side
- Retain landscaping on south side for trees (may not need all 24+ feet)

Section 29. Amendments to Redmond Zoning Code (RZC)

Appendices. RZC Appendix 9.D is hereby amended to read as follows:

**RZC Appendix 9.D. Cultural Resources Management Recommendations
and Standards**

Cultural Resources Management Structure and Responsibility

The responsibility implementing the CRMP is primarily with the Executive, Parks, Planning, and Public Works departments. Staff in these departments have the responsibility of working City of Redmond CRMP collaboratively to ensure the CRMP is used to comply with federal, state, and local regulations. The CRMP is maintained by the Planning department, including policies in the Comprehensive Plan and regulations and standards within the RZC, with significant guidance and participation from the other key departments.

Specific management standards:

RZC 21.30.070 Archaeological Sites, RZC Appendix 9. Cultural Resources Management Procedures, and corresponding operations procedures address specific project management standards.

- Consider potential for impacts to cultural resources early in project approval and budget

process for Capital Improvement Program (CIP) projects.

- Proactively review projects for potential impacts to cultural resources.
- Implement early review of projects by the COR.

Require cultural resources surveys, based on recommended requirements from DAHP and affected Indian tribes in areas with a moderate or high probability of containing cultural resources.

- Facilitate early review and comment on potential impacts from projects and the results of cultural resources surveys by the affected Indian tribes and DAHP.
- Implement inspections for private development and COR projects to verify monitoring and other provisions to protect resources approved by DAHP or recommended in the cultural resources report are in place and maintained as necessary for the duration of construction.

o Daily work and monitoring progress reports could be required based on the scope and scale of the respective project. For example, significant changes to a designated City landmark would require a brief daily work progress report to

be provided to the City of Redmond Project Manager and RHPO. Changes such as painting and minor maintenance procedures would not typically require daily reporting.

- Communicate planned maintenance work and other long-range planning actions with consulting parties.
- Notify affected Indian tribes of annual comprehensive plan docket.
- Inform consulting parties immediately of inadvertent discoveries and impacts to cultural resources.

Protocol for Private Development Cultural Resources Review Including Project Implementation of Monitoring and Inadvertent Discovery Plan

Cultural Resources Report Review. If a cultural resources report is required, the Project Manager will store the document in the approved, confidential folder and flag EnerGov that the document has been received. The Project Manager and RHPO will review the report and update the issues matrix, when necessary, with the results of their review. Factors considered in the review include:

- Project description explains project and potential impacts
- Quality of research sources
- Survey adequately covers locations of potential impacts
- Recommendations for National Register of Historic Places eligibility and effects to resources identified meet National Park Service and DAHP standards.
- Adequate supporting documentation (Maps and Photographs, Historic Property Inventory Forms, Isolate Forms, Archaeological Site Forms)

After working with the CR consultant to confirm the accuracy and completeness of the report, the Project Manager and RHPO will distribute the report to DAHP and the affected Indian tribes for their standard 30-day review. Based on their review, the Project Manager will include requirements for monitoring, avoidance, or protective measures to be implemented by the project applicant during construction in the Issues Matrix. This could also include additional or changed requirements from DAHP and the affected Indian tribes for the CR consultant. The requirements will be noted in the Issues Matrix.

Project Implementation of Monitoring and Inadvertent
Discovery Plan standards:

In addition to any requirement for on-site monitoring,
the applicant will be responsible for providing a
copy of the safety log, digital on-site monitoring
log, or other means acceptable to the City for
demonstrating on-site monitoring activities
undertaken by a professional archaeologist (RCW
27.53.030(11)). The log, indicating the date and
time of monitoring activities, will be provided to
the City on a daily basis during the required span
of monitoring activities.

Failure to submit the copy of the safety log,
monitoring log, or other means acceptable to the
City shall be subject to the enforcement and
abatement provisions in RMC Chapter 1.14,
Enforcement and Penalties.

Proposed changes to the monitoring plan shall be
submitted to the City of Redmond Planning Project
Manager and the RHPO. The proposal will be directed
to the WA DAHP and affected Indian tribes for review
and formal concurrence. Project permit conditions
concerning monitoring requirements may be amended
exclusively through a WA DAHP Letter of Concurrence.

Once the cultural resources survey and monitoring report is final, staff will update the Cultural Resources Management Map with the interim results of the survey and monitoring activities.

Section 30. 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 31. 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 16 day of February, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

(SEAL)

CHERYL XANTHOS, CMC, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

JAMES HANEY, CITY ATTORNEY

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

ATTACHMENT D

CODE

CITY OF REDMOND ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING SECTION 3.10.030
DEFINITIONS OF THE REDMOND MUNICIPAL CODE TO
ADD DEFINITIONS OF "DWELLING UNIT," MULTI-
FAMILY DWELLING UNIT, AND SINGLE-FAMILY
DWELLING UNIT, PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Redmond periodically updates the Redmond Municipal Code to correct non-substantive errors such as those resulting from outdated or incorrect references, to reflect changes to names and terminology, and to ensure the code's clarity; and

WHEREAS, Redmond Municipal Code section 3.10.030 Definitions is absent of definitions for "Dwelling Unit", "Multi-Family Dwelling Unit", and "Single-Family Dwelling Unit" regarding transportation impact fees; and

WHEREAS, the definitions for these three terms are provided for in the land use categories for fire, park, and school impact fees; and

WHEREAS, it is important for clarity and consistent administration of impact fees across the City of Redmond's schedules as set forth by the Redmond Municipal Code; and

WHEREAS, state agencies received 60-day notice of the proposed amendments on August 27, 2020; and

WHEREAS, a State Environmental Policy Act checklist was prepared and a Determination of Non-significance was issued on September 9, 2020 for the proposed amendments; and

WHEREAS, the City Council held a public meeting on December 8, 2020 and January 5, 2021 to consider the proposed amendments; and

WHEREAS, a notice of the City Council's action on this proposed amendment was provided on January 26, 2021; and

WHEREAS, the City of Redmond desires to amend portions of the Redmond Municipal Code as set forth in this ordinance.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Amendment of Section. RMC 3.10 Impact Fees, Subsection 3.10.030 Definitions, is hereby amended to read as follows:

3.10.030 Definitions.

(A) General Definitions. As used in this chapter, terms that are defined in RCW 82.02.090 shall have the meanings set forth in that statute.

(B) Administrator. As used in this chapter, the term "Administrator" means the Director of Planning and Community Development, or designee.

(C) Land Uses in Impact Fee Schedules. The land use categories set forth in the fire, park, and school impact fee schedules adopted in RMC 3.10.080 are defined as follows:

(1) "Dwelling unit" means a single unit providing complete, independent living facilities for not more than one family and permitted roomers and boarders, including permanent provisions for living, sleeping, eating, cooking and sanitation. A mobile home, manufactured home, modular home, apartment, condominium, townhouse, single-family attached or detached house, or accessory dwelling unit is considered to be a dwelling unit;

(2) "Multi-family dwelling unit" means a dwelling unit within a building which accommodates two or more families in individual, primary dwelling units. The term includes those dwelling units commonly known as flats, apartments, and condominiums;

(3) "Single-family dwelling unit" means a dwelling unit within a building designed for occupancy by

one family on an individually owned lot. The term includes both "attached" dwelling units, i.e., where the building in which the dwelling unit is located abuts one or more lot lines and shares a common wall with an adjacent dwelling unit, and "detached" dwelling units, i.e., dwelling units within detached buildings surrounded by open space and yards;

(4) "Manufacturing" means those facilities or structures that house uses that have 2007 North American Industrial Classification System (NAICS) classifications of Sectors 23, 31-33, 42, and 48-49, and warehouses as defined in the Redmond Zoning Code;

(5) "Office" means:

(a) A structure, room, or series of rooms where the affairs of a business, professional person, or branch of government are carried out; or

(b) Land or structures that house uses that have 2007 NAICS classifications of Sectors 52-56.

(c) Uses which would be primarily classified as one of the other uses defined in this

section shall not be classified as office uses.

(6) "Retail" means land or structures that house uses that have 2007 NAICS classifications of Sectors 44-45.

(D) Land Uses in Transportation Impact Fee Schedule. The land use categories set forth in the Transportation Impact Fee Schedule adopted in RMC 3.10.100 are defined as follows:

- "Administrative office building" means a building that houses one or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, and company headquarters. Services such as a bank or savings and loan, a restaurant or cafeteria, miscellaneous retail facilities, and fitness facilities for building tenants may also be included.

- "Bank/savings and loan" means a freestanding building, with or without a drive-up window, for the custody, loan,

or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

- "Car sales (new and used)" means a facility at which cars, trucks and other light vehicles are offered for sale. Such facilities are generally located as strip development along major arterial streets which already have a preponderance of commercial development. Generally included are auto services and parts sales along with a sometimes substantial used-car operation. Some dealerships also include leasing activities and truck sales and servicing.

- "Car wash" means a manual operation where the driver parks and washes the vehicle in a stall, or an automated facility for the same purpose.

- "Church" means a building providing public worship facilities. A church generally houses an assembly hall or sanctuary, meeting rooms, classrooms, and occasionally dining facilities.

- "Congregate care/assisted living" means one or more multi-unit buildings designed for the elderly or those who are unable to live independently due to physical or mental handicap. Facilities may contain dining rooms, medical facilities, and recreational facilities.

- "Convenience store" means a use which combines retail food sales with fast foods or take-out food service; generally open long hours or 24 hours a day.
- "Day care" means a facility for the care of infants and preschool-age children during the daytime hours. A day care generally includes classrooms, offices, eating areas, and a playground.
- "Discount/department store" means a freestanding store with off-street parking. A discount/department store usually offers centralized cashiering and a wide range of products. Often is the only store on a site, but can be found in mutual operation with its own or other supermarkets, garden centers and service stations, or as part of community-sized shopping centers.
- "Dwelling unit" means a single unit providing complete, independent living facilities for not more than one family and permitted roomers and boarders, including permanent provisions for living, sleeping, eating, cooking and sanitation. A mobile home, manufactured home, modular home, apartment, condominium, townhouse, single-family attached or detached house, or accessory dwelling unit is considered to be a dwelling unit.

- "Elementary school" means an educational institution that serves students between the kindergarten and high school levels.
- "Fast food and take-out restaurant" means an eating establishment which offers quick food service and a limited menu of items. Food is generally served in disposable wrappings or containers, and may be consumed inside or outside the restaurant building. Usually has a drive-up window.
- "Furniture store" means a store that specializes in the sale of furniture and carpeting. The stores are generally large and include storage areas.
- "Health club/racquet club" means privately owned facilities with tennis courts, swimming pools, racquetball courts, handball courts, or other minor gymnastic facilities. A health club/racquet club features exercise, sports, and other active physical conditioning, as well as a broader range of services such as juice bars and meeting rooms.
- "High school" means an educational institution that typically serves ninth, tenth, eleventh, and twelfth grade students.
- "High turnover restaurant" means a sit-down eating establishment where customers generally stay less than

one hour. High turnover restaurants are usually moderately priced and frequently belong to chains. Such restaurants are sometimes open 24 hours per day and usually serve breakfast, lunch, and dinner. Such restaurants generally do not have a drive-up window.

- "Hospital" means a building or buildings designed for the medical, surgical diagnosis, treatment and housing of persons under the care of doctors and nurses. Rest homes, nursing homes, convalescent homes and clinics are not included.

- "Hotel/motel" means a place of lodging providing sleeping accommodations, restaurants, cocktail lounges, meeting and banquet rooms or convention facilities.

- "Industrial park/research and development" means areas containing a number of industrial or related facilities. They are characterized by a mix of manufacturing, service and warehouse facilities with a wide variation in the proportion of each type of use from one location to another. Many industrial parks contain highly diversified facilities, some with a large number of small businesses and others with one or two dominant industries. Research centers are facilities or groups of facilities devoted nearly exclusively to research and development activities. While they may also contain

offices and some light fabrication areas, the primary function is that of research and development.

- "Library" means a public facility for the use, but not sale, of literary, musical, artistic, or reference materials.

- "Light industrial/manufacturing" means a facility where the primary activity is the conversion of raw materials or parts into finished products. Such uses generally also have offices and associated functions. Typical light industrial uses are printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

- "Medical office/clinic" means a facility which provides diagnoses and outpatient care on a routine basis but which is unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician/dentist or a group of doctors and/or dentists.

- "Miscellaneous retail" means a store which sells retail goods to the ultimate consumer for direct consumption and not for resale.

- "Movie theater" means a facility that consists of audience seating, one or more screens and auditoriums, and a lobby and refreshment stand.

• "Multi-family dwelling unit" means a dwelling unit within a building which accommodates two or more families in individual, primary dwelling units. The term includes those dwelling units commonly known as flats, apartments, and condominiums.

• "Nursing home" means a facility whose primary function is to provide chronic or convalescent care for persons who by reason of illness or infirmity are unable to care for themselves. The term "nursing home" applies to rest homes, chronic care, and convalescent homes.

• "Post office" means a facility that houses service windows for mailing packages and letters, post office boxes, offices, vehicle storage areas, and sorting and distribution facilities for mail.

• "Residential suite" means a type of residence in which all living space other than a bathroom is contained within a single room and which is located in a multifamily structure in which clusters of residential suites share common amenities such as kitchens, laundry facilities, and gathering spaces.

• "Restaurant" means an eating establishment with turnover rates generally of at least one hour or longer. Generally does not serve breakfast and may or may not serve lunch.

- "Retirement community" means residential units similar to apartments or condominiums, restricted to adults or senior citizens.
- "Service station with minimart" means a facility which combines elements of a convenience store and a gas station. Convenience food items are sold along with gasoline and other car products; gas pumps are primarily or completely self-service.
- "Service station without mini-mart" means a facility used for the sale of gasoline, oil, and lubricants. Such uses may include areas for servicing, repairing, and washing vehicles.
- "Shopping center" means an integrated group of commercial establishments which is planned, developed, owned, or managed as a unit. Shared on-site parking facilities are provided, and administrative office areas are usually included.
- **"Single-family dwelling unit" means a dwelling unit within a building designed for occupancy by one family on an individually owned lot. The term includes both "attached" dwelling units, i.e., where the building in which the dwelling unit is located abuts one or more lot lines and shares a common wall with an adjacent dwelling unit, and "detached" dwelling units, i.e., dwelling**

units within detached buildings surrounded by open space and yards.

- "Supermarket" means a retail store which sells a complete assortment of food, food preparation and wrapping materials, and household cleaning and servicing items.

- "Warehousing/storage" means facilities which are primarily devoted to the storage of materials. They may also include office and maintenance areas.

(E) In accordance with RMC 3.10.080(A)(5) and RMC 3.10.100(B)(5), the Administrator may use the definitions in the Redmond Zoning Code 21.78, Definitions, as a guide if the type of use or development activity is not specified on the impact fee schedules or if a term is not defined in this chapter.

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

Section 4. Effective Date. This ordinance shall 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 16 day of February,
2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

JAMES HANEY, CITY ATTORNEY

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

ATTACHMENT E

CODE

CITY OF REDMOND ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING CHAPTER 3.38 MULTIFAMILY
HOUSING PROPERTY TAX EXEMPTION OF THE REDMOND
MUNICIPAL CODE TO DEFINE AND REFERENCE AREA
MEDIAN INCOME, PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Redmond periodically updates the Redmond Municipal Code to correct non-substantive errors such as those resulting from outdated or incorrect references, to reflect changes to names and terminology, and to ensure the code's clarity; and

WHEREAS, Area Median Income is not currently defined in the Redmond Zoning Code and, is defined and referenced in an inconsistent manner within the Redmond Zoning Code and Redmond Municipal Code; and

WHEREAS, consistent use of terminology by the City of Redmond's policy and regulations is important for accurate and predictable use and understanding during the course of public and private development and code administration; and

WHEREAS, a series of minor amendments herein provides consistent use of the term, Area Median Income, ensuring additional consistency with City policy, operational standards, and with regional, county, and state standards; and

WHEREAS, state agencies received 60-day notice of the proposed amendments on August 27, 2020; and

WHEREAS, a State Environmental Policy Act checklist was prepared and a Determination of Non-significance was issued on September 9, 2020 for the proposed amendments; and

WHEREAS, the City Council held a public meeting on December 8, 2020 and January 5, 2021 to consider the proposed amendments; and

WHEREAS, a notice of the City Council's action on this proposed amendment was provided on January 26, 2021; and

WHEREAS, the City of Redmond desires to amend portions of the Redmond Municipal Code as set forth in this ordinance.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Amendment of Sections. The following sections: 3.38.030 Definitions and 3.38.120 Exemption - Duration - Affordability Requirements - Limits of RMC Chapter 3.38 Multifamily Housing Property Tax Exemption are hereby amended to read as follows:

3.38.030 Definitions.

(A) The following definitions are specific to this chapter and shall have the following meanings:

- "Affordable housing unit" means a dwelling unit as defined in the Redmond Zoning Code that is reserved for occupancy by eligible households and rented at an affordable rent.
- "Affordable rent" means that the annual rent and other required expenses for the unit do not exceed 30 percent of the percentage of the applicable area median income adjusted for household size designated in RMC 3.38.120 for qualifying affordable units.
- "Assessor" means the King County assessor.
- "Director" means the director of the city's Department of Planning and Community Development, or his or her authorized designee.
- "Eligible household" means one or more adults and their dependents who, as set forth in the regulatory agreement referenced in RMC 3.38.060(F), certify that their household annual income does not exceed the applicable percent of the [~~KING COUNTY~~] area median income, adjusted for household size, and who certify that they meet all qualifications for eligibility, including, if applicable, any requirements for recertification on income eligibility.

- "Household annual income" means the aggregate annual income of all persons over 18 years of age residing within the same household for a period of at least four months.

- "[~~KING COUNTY~~] **Area** median income" means the median income for the Seattle-Bellevue, WA, HUD Metro **Fair Market Rent (FMR)** Area as most recently determined by the Secretary of Housing and Urban Development (the "Secretary") under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median income figures for King County, the City may use or determine such other method as it may choose to determine the [~~KING COUNTY~~] **area** median income, adjusted for household size. **Also referred to as the "King County Area Median Income" and "Median Income".**

- "MFTE" means multifamily housing property tax exemption.

- "MFTE contract" means the agreement between the property owner and the City regarding the terms and conditions of the project and eligibility for exemption under this chapter.

- "MFTE covenant" means the agreement that is in a form acceptable to the City Attorney that addresses price

restrictions, eligible household qualifications, long-term affordability, and any other applicable topics of the affordable housing units as referenced in RMC 3.38.060.

- "Multifamily housing" means a structure per RZC 21.78, Definitions, designed for permanent residential occupancy resulting from new construction.
- "Owner" means the property owner of record.
- "Permanent residential occupancy" means multifamily housing that provides rental occupancy for a period of at least one month, and excludes transient lodging.
- "Project" means the multifamily housing or portion of the multifamily housing that is to receive the tax exemption.
- "Residential targeted area" means an area within an urban center as defined by Chapter 84.14 RCW that the City has so designated by the City Council pursuant to this chapter.

3.38.120 Exemption - Duration - Affordability Requirements - Limits.

(A) The value of new housing construction qualifying under this chapter shall be exempt from ad valorem property taxation as follows:

(1) In the Marymoor Residential Targeted Area.

(a) Length of Exemption. For eight or 12 successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate for rental projects where at least the required minimum number of units are affordable units as specified in Table 1.

(b) Table 1: Required Minimum Affordability Levels. Affordable Rents as indicated:

Table 1: Marymoor Residential Targeted Area

| Length of Exemption | Number of Units | Affordability Level |
|----------------------------|------------------------|----------------------------|
| 8 years | First 10% | 50% AMI |
| 12 years | First 10% | 60% AMI |
| | Second 10% | 80% AMI |

(2) In the Downtown and Overlake Village Residential Targeted Areas.

(a) Length of Exemption. For eight or 12 successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate for rental projects where at least the required minimum number of units are affordable units as specified in Table 2.

(b) Table 2. Required Minimum Affordability Levels. Affordable Rents as indicated:

**Table 2: Downtown and Overlake Village
Residential Targeted Areas**

| Length of Exemption | Number of Units | Affordability Level |
|---------------------|-----------------|---------------------|
| 8 years | First 10% | 60% AMI |
| 12 years | First 10% | 65% AMI |
| | Second 10% | 85% AMI |

(B) For any affordable units required in this section, the following shall apply:

(1) Affordable units shall have affordable rents as defined in RMC 3.38.030. The mix and configuration of affordable units (e.g., very small units, studio, one-bedroom, two bedroom, etc.) at each affordability level shall be substantially proportional to the mix and configuration of the total housing units in the project unless otherwise approved by the Director.

(2) Affordable units will be reserved for occupancy by eligible households who certify that their household annual income does not exceed the applicable percent of the [~~KING COUNTY~~] **area** median income; and who certify that they meet all qualifications for eligibility, including any requirements for recertification on income

eligibility as set forth in the MFTE covenant referenced in RMC 3.38.060(F).

(3) The location of the affordable housing units shall be approved by the Director, with the intent that they generally be intermingled with all other dwelling units in the development.

(4) If the percentage of affordable units in the project required is a fraction, then the number of required affordable units shall be rounded up to the next whole number (units) if the fraction of the whole number is at least 0.50.

(C) The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, to increases in assessed valuation of land and nonqualifying improvements, or to increases made by lawful order of the King County Board of Equalization, Washington State Department of Revenue, State Board of Tax Appeals, or King County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law..

Section 3. All other sections of RMC Chapter 3.38 are unchanged by this ordinance.

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 of any other section, sentence, clause, or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 16 day of February, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

(SEAL)

CHERYL XANTHOS, CMC, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

JAMES HANEY, CITY ATTORNEY

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

ATTACHMENT F

CODE

CITY OF REDMOND ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING CHAPTER 13.06 STORMWATER
MANAGEMENT CODE OF THE REDMOND MUNICIPAL CODE
TO MAKE MINOR CORRECTIONS AND CHANGES TO
REFERENCES, PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Redmond periodically updates the Redmond Municipal Code to correct non-substantive errors such as those resulting from outdated or incorrect references, to reflect changes to names and terminology, and to ensure the code's clarity; and

WHEREAS, the City of Redmond's National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater permit requires all municipal stormwater permittees to adopt code that aligns with the language of the NPDES Municipal Stormwater permit; and

WHEREAS, corrections to RMC Section 13.06 Stormwater Management Code improve clarity and direction regarding required pollution prevention or source control activities as businesses and other locations that have the potential to pollute Redmond's waters, including surface waters and groundwater; and

WHEREAS, minor amendments to RMC Section 13.06 Stormwater Management Code provide alignment with the City of Redmond's

Stormwater Management Code regarding stormwater permit requirements; and

WHEREAS, the City of Redmond's Department of Public Works staff provided information describing appropriate source control activities to business customers who receive contacts from City staff as implementation of the Source Control program; and

WHEREAS, state agencies received 60-day notice of the proposed amendments on August 27, 2020; and

WHEREAS, a State Environmental Policy Act checklist was prepared and a Determination of Non-significance was issued on September 9, 2020 for the proposed amendments; and

WHEREAS, the City Council held a public meeting on December 8, 2020 and January 5, 2021 to consider the proposed amendments; and

WHEREAS, a notice of the City Council's action on this proposed amendment was provided on January 26, 2021; and

WHEREAS, the City of Redmond desires to amend portions of the Redmond Municipal Code as set forth in this ordinance.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Amendment of Section. RMC 13.06 Stormwater Management Code, is hereby amended to read as follows:

Chapter 13.06 Stormwater Management Code.

13.06.010 Findings.

The Redmond City Council hereby finds that:

(A) Stormwater drainage systems are a common feature of urban development.

(B) Stormwater drainage systems must be regularly inspected, maintained, and repaired as necessary in order to function and perform as designed and to reduce or remove pollution and/or to reduce flooding.

Ex A_1 - 13_06 Source Control with Amendments

(C) If not adequately maintained, stormwater drainage systems can become less effective in preventing pollutants from entering surface waters and groundwater.

(D) If not adequately managed, stormwater drainage systems can cause considerable damage to public and private property and natural habitat, as well as creating a health and safety risk for the public and wildlife.

(E) Stormwater can potentially transport a significant amount of pollution to surface water bodies. Stormwater needs to be adequately managed to protect Redmond's

natural habitats and wildlife and reduce the impacts of urbanization on natural systems.

13.06.020 Statement of need.

The Redmond City Council finds that this chapter is necessary in order to:

(A) Ensure proper maintenance of all stormwater facilities within Redmond by setting minimum operating standards for inspection, maintenance, and repair of stormwater facilities.

(B) Comply with Washington Department of Ecology (Ecology) regulations and requirements for local governments, including requirements of the Western Washington National Pollution Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (NPDES Phase II Permit).

(C) Prevent contamination and/or degradation of surface waters, groundwater, and/or wildlife habitats within the contiguous city limits.

13.06.030 Purpose.

The provisions of this chapter are intended to:

(A) Provide standards and procedures for inspection, maintenance and repair of stormwater facilities in Redmond to help contribute to an effective, functional stormwater drainage system.

(B) Authorize the Redmond Stormwater Utility to require that stormwater drainage systems be managed, inspected, maintained, and repaired in conformance with this chapter.

(C) Establish the minimum level of compliance which must be met.

(D) Guide and advise all who conduct inspection, maintenance, and repair of stormwater facilities.

(E) Prevent pollutants from leaking, spilling, draining or being dumped into any public or private stormwater drainage system, into groundwater, or directly into surface water bodies.

13.06.040 Definitions.

For the purpose of this chapter, the following definitions shall apply:

- "AKART" means all known, available and reasonable methods of prevention, control, and treatment. Terminology from Washington State Pollution Control Act, RCW 90.48.010 and 90.48.520.
- "Director" means the Director of Public Works and/or his or her designees.
- "Groundwater" means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

- "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- "Hyperchlorinated" means water that contains more than 10 mg/Liter chlorine.
- "Illicit connection" means any man-made conveyance that is connected to a stormwater drainage system that discharges non-stormwater. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, hoses, above ground piping, or outlets that are connected directly to a stormwater drainage system.
- "Illicit discharge" means any direct or indirect non-stormwater discharge to any portion of any stormwater drainage system, groundwater, or surface water except as expressly allowed by this chapter.
- "Minimum Maintenance Standards" means the maintenance, inspection and repair standards that are described in the City of Redmond Stormwater Technical Notebook.

- "National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit" means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.

- "Non-stormwater discharge" means any discharge to the stormwater drainage system that is not composed entirely of stormwater.

- "Person" means any individual, partnership, corporation, association, organization, cooperative, public or Municipal Corporation, agency of the state, local government unit, or other entity recognized by law and acting as either the owner of a premises or as the owner's agent.

- "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes;

sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; soaps and detergents labeled as non-toxic or environmentally friendly; and noxious or offensive matter of any kind.

- "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

- "Source control best management practice" or "BMP" means [~~SCHEDULES OF~~] activities, prohibitions or practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, [~~RECEIVING WATERS~~] surface water, or groundwater, or stormwater drainage systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

- "Stormwater" means that portion of precipitation that does not naturally infiltrate, evaporate, or become transpired by vegetation, that becomes surface runoff, interflow, infiltrated by a constructed infiltration facility, or collected by the stormwater drainage system.

- "Stormwater drainage system" means the system that collects, conveys, and stores surface water and stormwater runoff, both publicly or privately owned systems, including but not limited to any roads with drainage systems, gutters, curbs, inlets, storm drains, pipes, ditches, pumping facilities, infiltration facilities, retention and detention facilities, water quality treatment facilities, streams, swamps, closed depressions, wetlands, Lake Sammamish, and other drainage structures and appurtenances, both natural and artificial.

- "Stormwater Pollution Prevention Plan" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable. (Ord. 2859

§ 2 (part), 2016; Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

13.06.058 Conditional discharges.

(A) The following types of discharges shall not be considered illicit discharges for the purpose of this chapter if they meet the stated conditions, or unless the director and/or his or her designee determines that

the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 mg/L (ppm) or less, pH adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system. Lawn watering and other irrigation runoff are permitted but shall be minimized.

2. De-chlorinated swimming pool, spa and hot tub discharges. These discharges are allowed only if no other option, such as discharging to a sanitary sewer, is available. These discharges shall be de-chlorinated to a total residual chlorine concentration of 0.1 mg/L (ppm) or less, pH adjusted, and ~~[DEOXYGENIZED]~~ **reoxygenized** if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system. Discharges shall be thermally controlled to prevent an increase in temperature of

the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the stormwater system.

3. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents or chemicals of any kind. Wash water is required to be kept at a minimum. Pressure washing that results in paint or other building materials in wash water is prohibited from entering the stormwater drainage system. Street flushing at construction sites is prohibited in Redmond.

4. Fire Sprinkler System Flushing. These discharges are allowed only if no other option, such as discharging to a sanitary sewer, is available. Sprinkler system flushing water with any chemicals added is prohibited in the stormwater drainage system. Sprinkler system flushing water discharges shall be de-chlorinated to a concentration of 0.1 mg/L (ppm) or less, pH adjusted, if necessary and discharged in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.

5. Non-stormwater discharges covered by an individual or general NPDES permit; provided, that the discharge is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.

6. Other non-stormwater discharges. The discharges shall be in compliance with requirements of a Stormwater Pollution Prevention Plan (SWPPP) reviewed and approved by the City of Redmond, which addresses control of such discharges by applying all known and reasonable technologies (AKART) to prevent contaminants from entering surface water and groundwater. ~~[THE CITY OF REDMOND SHALL REQUIRE A SWPPP IN THE EVENT THAT NON-STORMWATER DISCHARGES ARE NOT BEING CONTROLLED.]~~

13.06.066 Requirement of source control best management practices.

(A) Any person causing or allowing discharge to a stormwater drainage system, surface waters or groundwater shall limit pollutants in the discharge by implementing source control best management practices (BMPs). "Applicable" source control ~~[BEST-MANAGEMENT PRACTICES—(]BMPs[+)]~~ in Volume IV of the current Stormwater Management Manual for Western Washington

shall be used to reduce or eliminate the release of pollution citywide.

(B) "Recommended" source control BMPs in Volume IV of the current Stormwater Management Manual for Western Washington shall be used to reduce or eliminate the release of pollution citywide if "applicable" source control BMPs do not prevent pollution. "Recommended" source control BMPs are identified by land use and specific business types. The City may require additional "recommended" source control BMPs and/or treatment BMPs or facilities if such BMPs or facilities [~~STRUCTURES/FACILITIES~~] are deemed necessary by the [~~DIRECTOR~~]Director and/or his or her designee to eliminate an ongoing release of pollution.

13.06.068 Maintenance requirements.

(A) All stormwater drainage systems in the City of Redmond shall be maintained according to this chapter and the minimum maintenance standards detailed in the City of Redmond Stormwater Technical Notebook or another maintenance standard approved by the City.

(B) Repealed by Ord. 2859.

(C) All stormwater drainage systems shall be inspected by the City on a periodic basis, as described in Section 13.06.130 (Inspection Schedule). If, during an

inspection, a facility is found not to be in compliance with the minimum maintenance standards, inspection may be scheduled more frequently in order to assure the stormwater drainage system functions as designed.

(D) Where abatement and/or repair is found necessary to correct health or safety problems, to control pollutants from entering the stormwater drainage system, to prevent surface water or groundwater quality degradation, or to remove pollutants that have entered the stormwater drainage system, such work shall be completed immediately by the owner or operator of the stormwater drainage system.

(E) Where maintenance and/or repair is found necessary during inspection, and the maintenance is not of emergency nature as detailed in subsection (D) of this section, maintenance shall be performed in accordance with the maintenance schedule established by the NPDES Western Washington Phase II Municipal Stormwater Permit ~~[THE STORMWATER TECHNICAL NOTEBOOK]~~.

13.06.090 Inspection requirements.

The Director and/or his or her designee is authorized to develop inspection procedures and maintenance requirements for all stormwater drainage systems in the City of Redmond ~~[WHO]~~ which do not have a maintenance manual developed by

the stormwater drainage system design engineer.

13.06.110 Inspection procedures.

(A) Prior to making any inspections on private property, the director and/or his or her designee shall present identification credentials, state the reason for the inspection and request entry.

(B) If the property or any building or structure on the property is unoccupied, the director and/or his or her designee shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.

(C) If after reasonable effort the director and/or his or her designee is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the director and/or his or her designee may enter.

(D) Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent hazard, the director and/or his or her designee shall obtain a search warrant, prior

to entry, as authorized by the laws of the State of Washington.

(E) The [~~DIRECTOR~~] **Director** and/or his or her designee may inspect the stormwater system without obtaining a search warrant provided for in subsection (D) above, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

(F) The City of Redmond shall investigate illicit discharges in an effort to identify the source. If such discharges are tracked to a specific connection to the public stormwater drainage system, or directly to surface water or groundwater, inspection and investigation of that site will be initiated in compliance with the inspection procedures defined in this section. If the discharge is an imminent threat to public safety or the environment, emergency action shall be taken in accordance with this section.

13.06.180 Penalty for violations.

(A) Persons Subject to Penalty. Any person who violates or fails to comply with the requirements of this chapter or who fails to conform with the terms of an approval or order issued by the Mayor, the Director, and/or his or her designee, shall be

subject to a civil penalty as provided in Chapter 1.14 of the Redmond Municipal Code. Each day of continued violation shall constitute a separate violation for purposes of this penalty.

(B) Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of civil penalty.

(C) Procedure for Imposing Penalty. The procedure for notice of violation and imposition of penalties under this chapter shall be the same as for other code violations as described in Chapter 1.14 of the Redmond Municipal Code; provided, that such procedures may be initiated by either the Director and/or his or her designee.

(D) Community Service Alternative. The Director and/or his or her designee may, at his/her discretion, provide the option for payment of all or part of any penalties incurred by any person(s) to be made in the form of community service that will be of benefit to the environment and the City. If a person decides to avail themselves of this option when offered by the Director and/or his or her designee, the Director and/or his or her designee and the person shall enter into a formal,

written agreement providing for the community service. This agreement shall include in detail the description of the service(s) to be rendered by the person(s) in penalty for noncompliance of this chapter. The description shall include the hours of service needed to offset the above-mentioned penalties based on a mutually agreed upon hourly rate for service.

(E) Re-Inspection Fees. In addition to the penalties to be imposed by the Code Compliance Hearing Examiner, the Director and/or his or her designee may impose a re-inspection fee for any account or storm drainage facility found not to be within compliance of this chapter. This inspection fee shall be independent of any current or future penalties that may be incurred by the property owner for noncompliance of this chapter. Re-inspection fees shall be applied if re-inspection occurs beyond the normal routine of inspection and verification of maintenance or correction of non-stormwater discharges to the stormwater drainage system, surface water bodies, or groundwater.

(F) Business License Revocation. In addition to any other penalty imposed, the Director and/or his or her designee may seek revocation of any business license held by the person violating this chapter. The Director

and/or his or her designee may request that the City Clerk revoke a person's business license for any of the following reasons: (a) noncompliance with this chapter; (b) not allowing for inspection of their stormwater facility; and (c) nonpayment of any fines or inspection fees incurred by the owner of the utility account. The procedures for revocation shall be those described in Chapter 5.04 of the Redmond Municipal Code.

(G) Require Source Control Best Management Practices (BMPs) or treatment BMPs. The City of Redmond may require implementation of additional source control or treatment BMPs/facilities to reduce or eliminate pollutants and non- stormwater discharges.

(H) Reimbursement for Abatement. If the City of Redmond utilizes Stormwater Utility funds, equipment, or staff to correct a non-stormwater discharge, abate pollution from the stormwater drainage system, or remove/disconnect an illicit connection, the Stormwater Utility will charge the responsible person for those expenses, and overhead costs, incurred.

13.06.230 Conflicts.

When any provision of any other chapter of the Redmond Municipal Code or the Redmond Zoning Code conflicts with this chapter, that which provides greater public health and

environmental protection, as determined by the Director and/or his or her designee, shall apply unless specifically provided otherwise in this chapter.

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

Section 4. Effective Date. This ordinance shall 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 16 day of February, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

{JEH2356209.DOCX;1/00020.190008/ }

Page 20 of 21

Ordinance No. _____

AM No. _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

JAMES HANEY, CITY ATTORNEY

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

ATTACHMENT G

CODE

CITY OF REDMOND ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING SUBSECTION
13.07.100 (A) (1) WELLHEAD PROTECTION
PERFORMANCE STANDARDS OF THE REDMOND MUNICIPAL
CODE TO MAKE MINOR CORRECTIONS AND CHANGES,
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, the City of Redmond periodically updates the Redmond Municipal Code to correct non-substantive errors such as those resulting from outdated or incorrect references, to reflect changes to names and terminology, and to ensure the code's clarity; and

WHEREAS, the City Council adopted Ordinance 2957 on April 16, 2019 to revise the City's regulations relating to wellhead protection and critical aquifer recharge areas; and

WHEREAS, a minor amendment to RMC Section 13.07 Wellhead Protection provides clarity regarding an inadvertent conflict resulting from amendments implemented by City of Redmond Ordinance 2957; and

WHEREAS, the minor amendment herein to RMC Section 13.07.100 Wellhead Protection Performance Standards corrects regulation regarding secondary containment standard within critical aquifer recharge areas; and

WHEREAS, the City of Redmond's Department of Public Works staff provided information describing appropriate source control activities to business customers who receive contacts from City staff as implementation of the Source Control program; and

WHEREAS, state agencies received 60-day notice of the proposed amendments on August 27, 2020; and

WHEREAS, a State Environmental Policy Act checklist was prepared and a Determination of Non-significance was issued on September 9, 2020 for the proposed amendments; and

WHEREAS, the City Council held a public meeting on December 8, 2020 and January 5, 2021 to consider the proposed amendments; and

WHEREAS, a notice of the City Council's action on this proposed amendment was provided on January 26, 2021; and

WHEREAS, the City of Redmond desires to amend portions of the Redmond Municipal Code as set forth in this ordinance.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Amendment of Subsection. RMC 13.07.100.A.1 Wellhead Protection Performance Standards, is hereby amended to read as follows:

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13.07.100 Performance standards.

A. General Standards. Any facility or activity within the Critical Aquifer Recharge Areas in which hazardous materials or other deleterious substances are present shall comply with the following general standards.

1. Secondary Containment.

a. The owner or operator of any facility or activity shall provide secondary containment for hazardous materials or other deleterious substances in aggregate quantities equal to or greater than 20 gallons liquid or 200 pounds solid **or in quantities specified in RMC 15.06, whichever is smaller.**

b. All seams and cracks on Portland cement concrete pad containment or fueling/maintenance areas must be sealed with chemical resistant sealers. Inspect and repair the Portland cement concrete pad annually to ensure the functional integrity of the pad is maintained to prevent fuel and/or chemicals from reaching the ground.

c. Facilities or activities located in Critical Aquifer Recharge Area II are exempt from secondary containment requirements in

item a. above for indoor storage of hazardous materials and deleterious substances.

Requirements in RMC 15.06 still apply.

2. Property owners shall properly decommission all wells that are abandoned. This may include plugging the abandoned well with an approved inert and impervious substance so that groundwater contamination is not possible in the future. State Department of Ecology regulations describe the requirements for decommissioning in chapter 173-160-381 WAC, which is already required by law.

3. Loading and Unloading Areas. Secondary containment or equivalent best management practices, as approved by the City, shall be required at loading and unloading areas that store, handle, treat, use, produce, recycle, or dispose of hazardous materials or other deleterious substances in aggregate quantities equal to or greater than 20 gallons liquid or 200 pounds solid.

4. All businesses that use, store, transport or dispose of hazardous materials shall be required to have a spill kit on-site with spill control materials in quantities needed to counter measure a spill.

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

Section 4. Effective Date. This ordinance shall 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 16 day of February, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

{JEH2356220.DOCX;1/00020.190008/ }

JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-025
Type: Consent Item

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

| | | |
|--------------|-------------|--------------|
| Public Works | Dave Juarez | 425-556-2733 |
|--------------|-------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|----------------|------------------------------|
| Public Works | Emily Flanagan | EUSD Sr. Engineer |
| Public Works | Steve Hitch | Interim EUSD Manager |
| Public Works | John Mork | Construction Project Manager |

TITLE:

Award of Bid to Redtail, LLC, in the Amount of \$1,915,770, for the Willows Road Culvert Replacement Project

OVERVIEW STATEMENT:

Staff recommends awarding contract to Redtail, LLC., the low bidder. The bidders' unit prices, extensions, and additions have been checked for accuracy and for unbalanced bid items. References for Redtail, LLC have been contacted and were found to be satisfactory.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Stormwater CIP
- **Required:**
Council approval is required to award a construction contract over \$300,000 per 2018 City Resolution 1503.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The Willows Road Culvert Replacement project will replace the Willows Creek and Gun Club Creek culverts. The replaced culverts will improve flow capacity and fish passage under Willows Road. Both culverts will be funded from a combination of grant and Stormwater CIP funds. The King County Flood Control District (KCFCD) grant will provide partial funding for the construction of the Gun Club Creek culvert. The lowest responsible bid for construction is below

engineers estimate, the project is currently on time and on budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
The businesses in the immediate vicinity of the culverts will receive notices about the upcoming work and the traveling public will be notified of upcoming traffic revisions with a portable message board. Temporary property rights have been obtained for the impacted properties.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$3,228,318

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

Budget Offer Number:
CIP (2021-2022)

Budget Priority:
Clean and Green (2019-2020)
Healthy and Sustainable (2021-2022)

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

If yes, explain:
N/A

Funding source(s):

Willows Creek Culvert:

2018 Washington State RCO - \$400,000
2018 KCFCD - Flood Reduction Grant - \$175,000
2020 KCFCD - Sub-regional Opportunity Fund - \$207,837

Gun Club Creek Culvert:

2019 KCFCD - Sub-regional Opportunity Fund - \$201,489
2021 KCFCD - Sub-regional Opportunity Fund - \$204,733
2020 KCFCD - Flood Reduction Grant - \$175,000 (This grant is being presented to Council for acceptance at the February 16th business meeting)

Stormwater CIP - \$1,864,259

Total Project Cost - \$3,228,318

Budget/Funding Constraints:

KCFCD funds must be expended by December 31, 2022

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|------------------|
| 11/20/2018 | Business Meeting | Approve |
| 5/21/2019 | Business Meeting | Approve |
| 1/21/2020 | Business Meeting | Approve |
| 12/2020 | Business Meeting | Approve |
| 2/9/2021 | 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:

The installation of the culverts must take place during the summer months when the impact to the fish can be minimized. Grant funding may be jeopardized if the project is delayed.

ANTICIPATED RESULT IF NOT APPROVED:

Construction cost inflation will increase the cost of this work when it occurs.

ATTACHMENTS:

Attachment A- Vicinity Map
Attachment B - Bid Tabs

ATTACHEMENT A. VICINITY MAP



Attachment B

WILLOWS ROAD CULVERT REPLACEMENT
20021715
BID TABULATION

| No. | Item Description | Engineer's Estimate | | | | Redtail L.L.C. | | PELLCO Construction, Inc. | | Cascade Civil Construction, LLC | | Olson Brothers Excavating, Inc. | | Interwest Construction, Inc. | | A-1 Landscaping & Construction, Inc. | |
|------------|--|---------------------|------|--------------|--------------|----------------|--------------|---------------------------|--------------|---------------------------------|--------------|---------------------------------|--------------|------------------------------|--------------|--------------------------------------|--------------|
| | | Qty | Unit | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount |
| SCHEDULE A | Willows Creek | | | | | | | | | | | | | | | | |
| 1 | MINOR CHANGE | 1 | calc | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 |
| 2 | SURVEYING | 1 | ls | \$3,750.00 | \$3,750.00 | \$6,550.00 | \$6,550.00 | \$5,100.00 | \$5,100.00 | \$4,000.00 | \$4,000.00 | \$7,000.00 | \$7,000.00 | \$5,700.00 | \$5,700.00 | \$15,460.00 | \$15,460.00 |
| 3 | RECORD DRAWINGS (MINIMUM BID \$2,000) | 1 | ls | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,500.00 | \$2,500.00 | \$3,300.00 | \$3,300.00 |
| 4 | SPCC PLAN | 1 | ls | \$1,000.00 | \$1,000.00 | \$5,000.00 | \$5,000.00 | \$1,000.00 | \$1,000.00 | \$500.00 | \$500.00 | \$600.00 | \$600.00 | \$7,500.00 | \$7,500.00 | \$5,580.00 | \$5,580.00 |
| 5 | SWPPP | 1 | ls | \$1,000.00 | \$1,000.00 | \$5,000.00 | \$5,000.00 | \$3,000.00 | \$3,000.00 | \$500.00 | \$500.00 | \$600.00 | \$600.00 | \$10,000.00 | \$10,000.00 | \$4,578.00 | \$4,578.00 |
| 6 | UTILITY POTHOLING | 1 | fa | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| 7 | MOBILIZATION | 1 | ls | \$40,000.00 | \$40,000.00 | \$70,000.00 | \$70,000.00 | \$80,000.00 | \$80,000.00 | \$94,250.00 | \$94,250.00 | \$50,000.00 | \$50,000.00 | \$115,000.00 | \$115,000.00 | \$98,780.00 | \$98,780.00 |
| 8 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 | ls | \$60,000.00 | \$60,000.00 | \$69,120.98 | \$69,120.98 | \$85,000.00 | \$85,000.00 | \$85,000.00 | \$85,000.00 | \$100,000.00 | \$100,000.00 | \$65,000.00 | \$65,000.00 | \$391,450.00 | \$391,450.00 |
| 9 | PORTABLE CHANGEABLE MESSAGE SIGN | 1,440 | hrs | \$10.00 | \$14,400.00 | \$12.25 | \$17,640.00 | \$10.00 | \$14,400.00 | \$9.00 | \$12,960.00 | \$10.00 | \$14,400.00 | \$6.00 | \$8,640.00 | \$18.00 | \$25,920.00 |
| 10 | OFF-DUTY UNIFORMED POLICE OFFICER, MIN. BID \$85.00/HR | 100 | hrs | \$125.00 | \$12,500.00 | \$90.00 | \$9,000.00 | \$100.00 | \$10,000.00 | \$100.00 | \$10,000.00 | \$145.00 | \$14,500.00 | \$96.00 | \$9,600.00 | \$144.00 | \$14,400.00 |
| 11 | CLEARING AND GRUBBING | 170 | sy | \$7.00 | \$1,190.00 | \$83.50 | \$14,195.00 | \$53.00 | \$9,010.00 | \$55.00 | \$9,350.00 | \$30.00 | \$5,100.00 | \$43.00 | \$7,310.00 | \$16.00 | \$2,720.00 |
| 12 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | 1 | ls | \$5,200.00 | \$5,200.00 | \$29,691.60 | \$29,691.60 | \$8,000.00 | \$8,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$17,000.00 | \$17,000.00 | \$198,780.00 | \$198,780.00 |
| 13 | REMOVING ASPHALT CONC. PAVEMENT | 370 | sy | \$30.00 | \$11,100.00 | \$50.50 | \$18,685.00 | \$20.00 | \$7,400.00 | \$18.00 | \$6,660.00 | \$20.00 | \$7,400.00 | \$20.00 | \$7,400.00 | \$22.00 | \$8,140.00 |
| 14 | REMOVING CEMENT CONC. SIDEWALK | 160 | sy | \$60.00 | \$9,600.00 | \$46.50 | \$7,440.00 | \$16.00 | \$2,560.00 | \$22.00 | \$3,520.00 | \$26.00 | \$4,160.00 | \$12.00 | \$1,920.00 | \$25.00 | \$4,000.00 |
| 15 | REMOVING CEMENT CONC. CURB AND GUTTER | 137 | lf | \$30.00 | \$4,110.00 | \$83.50 | \$11,439.50 | \$12.00 | \$1,644.00 | \$5.00 | \$685.00 | \$15.00 | \$2,055.00 | \$7.00 | \$959.00 | \$11.00 | \$1,507.00 |
| 16 | UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL | 30 | cy | \$20.00 | \$600.00 | \$103.50 | \$3,105.00 | \$75.00 | \$2,250.00 | \$55.00 | \$1,650.00 | \$84.00 | \$2,520.00 | \$191.00 | \$5,730.00 | \$70.00 | \$2,100.00 |
| 17 | STRUCTURE EXCAVATION CLASS A INCL. HAUL | 630 | cy | \$60.00 | \$37,800.00 | \$44.50 | \$28,035.00 | \$47.00 | \$29,610.00 | \$41.50 | \$26,145.00 | \$43.00 | \$27,090.00 | \$70.00 | \$44,100.00 | \$65.00 | \$40,950.00 |
| 18 | STRUCTURE EXCAVATION CLASS B INCL. HAUL | 190 | cy | \$60.00 | \$11,400.00 | \$49.00 | \$9,310.00 | \$50.00 | \$9,500.00 | \$32.50 | \$6,175.00 | \$43.00 | \$8,170.00 | \$33.00 | \$6,270.00 | \$65.00 | \$12,350.00 |
| 19 | SHORING OR EXTRA EXCAVATION CL. A | 1 | ls | \$28,760.00 | \$28,760.00 | \$29,400.40 | \$29,400.40 | \$46,000.00 | \$46,000.00 | \$70,000.00 | \$70,000.00 | \$60,000.00 | \$60,000.00 | \$106,000.00 | \$106,000.00 | \$78,970.00 | \$78,970.00 |
| 20 | SHORING OR EXTRA EXCAVATION CL. B | 1,360 | sf | \$2.00 | \$2,720.00 | \$2.50 | \$3,400.00 | \$2.00 | \$2,720.00 | \$1.00 | \$1,360.00 | \$5.00 | \$6,800.00 | \$5.00 | \$6,800.00 | \$20.00 | \$27,200.00 |
| 21 | CONSTRUCTION GEOTEXTILE FOR SEPARATION | 200 | sy | \$5.00 | \$1,000.00 | \$18.00 | \$3,600.00 | \$4.00 | \$800.00 | \$2.50 | \$500.00 | \$7.00 | \$1,400.00 | \$6.50 | \$1,300.00 | \$3.00 | \$600.00 |
| 22 | CRUSHED SURFACING BASE COURSE | 100 | ton | \$70.00 | \$7,000.00 | \$28.25 | \$2,825.00 | \$54.00 | \$5,400.00 | \$88.00 | \$8,800.00 | \$52.00 | \$5,200.00 | \$60.00 | \$6,000.00 | \$68.00 | \$6,800.00 |
| 23 | PERMEABLE BALLAST | 180 | ton | \$60.00 | \$10,800.00 | \$31.25 | \$5,625.00 | \$44.00 | \$7,920.00 | \$52.00 | \$9,360.00 | \$52.00 | \$9,360.00 | \$53.00 | \$9,540.00 | \$72.00 | \$12,960.00 |
| 24 | PLANING BITUMINOUS PAVEMENT | 1,280 | sy | \$15.00 | \$19,200.00 | \$6.00 | \$7,680.00 | \$7.00 | \$8,960.00 | \$5.00 | \$6,400.00 | \$6.00 | \$7,680.00 | \$5.00 | \$6,400.00 | \$8.00 | \$10,240.00 |
| 25 | HMA CL. 1/2 IN. PG 58H-22 | 370 | ton | \$150.00 | \$55,500.00 | \$115.00 | \$42,550.00 | \$126.00 | \$46,620.00 | \$118.00 | \$43,660.00 | \$125.00 | \$46,250.00 | \$120.00 | \$44,400.00 | \$135.00 | \$49,950.00 |
| 26 | GRAVEL BACKFILL FOR FOUNDATION CLASS A | 30 | cy | \$70.00 | \$2,100.00 | \$29.25 | \$877.50 | \$100.00 | \$3,000.00 | \$150.00 | \$4,500.00 | \$75.00 | \$2,250.00 | \$68.00 | \$2,040.00 | \$80.00 | \$2,400.00 |
| 27 | GRAVEL BACKFILL FOR WALL | 580 | cy | \$50.00 | \$29,000.00 | \$24.75 | \$14,355.00 | \$1.00 | \$580.00 | \$85.00 | \$49,300.00 | \$64.00 | \$37,120.00 | \$76.00 | \$44,080.00 | \$70.00 | \$40,600.00 |
| 28 | CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1 | 1 | ls | \$217,500.00 | \$217,500.00 | \$161,370.20 | \$161,370.20 | \$243,000.00 | \$243,000.00 | \$191,000.00 | \$191,000.00 | \$200,000.00 | \$200,000.00 | \$194,000.00 | \$194,000.00 | \$578,400.00 | \$578,400.00 |
| 29 | POLYPROPYLENE STORM SEWER PIPE 24 IN. DIAM. | 87 | lf | \$170.00 | \$14,790.00 | \$156.25 | \$13,593.75 | \$184.00 | \$16,008.00 | \$175.00 | \$15,225.00 | \$160.00 | \$13,920.00 | \$205.00 | \$17,835.00 | \$355.00 | \$30,885.00 |
| 30 | REMOVE AND RESET STORM PIPE | 1 | ea | \$500.00 | \$500.00 | \$1,783.00 | \$1,783.00 | \$2,200.00 | \$2,200.00 | \$1,250.00 | \$1,250.00 | \$6,000.00 | \$6,000.00 | \$2,000.00 | \$2,000.00 | \$6,587.00 | \$6,587.00 |
| 31 | ADJUST MANHOLE | 1 | ea | \$1,500.00 | \$1,500.00 | \$1,082.00 | \$1,082.00 | \$1,200.00 | \$1,200.00 | \$900.00 | \$900.00 | \$1,800.00 | \$1,800.00 | \$1,100.00 | \$1,100.00 | \$2,200.00 | \$2,200.00 |
| 32 | DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. | 21 | lf | \$85.00 | \$1,785.00 | \$161.00 | \$3,381.00 | \$190.00 | \$3,990.00 | \$150.00 | \$3,150.00 | \$400.00 | \$8,400.00 | \$130.00 | \$2,730.00 | \$155.00 | \$3,255.00 |
| 33 | DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. | 69 | lf | \$110.00 | \$7,590.00 | \$203.25 | \$14,024.25 | \$331.00 | \$22,839.00 | \$350.00 | \$24,150.00 | \$250.00 | \$17,250.00 | \$440.00 | \$30,360.00 | \$190.00 | \$13,110.00 |
| 34 | COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 1 IN. | 1 | ea | \$2,310.00 | \$2,310.00 | \$3,353.42 | \$3,353.42 | \$4,600.00 | \$4,600.00 | \$3,900.00 | \$3,900.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$7,800.00 | \$7,800.00 |
| 35 | HYDRANT BLOWOFF ASSEMBLY | 1 | ea | \$3,850.00 | \$3,850.00 | \$6,790.50 | \$6,790.50 | \$5,400.00 | \$5,400.00 | \$5,500.00 | \$5,500.00 | \$6,000.00 | \$6,000.00 | \$6,200.00 | \$6,200.00 | \$7,800.00 | \$7,800.00 |
| 36 | EROSION CONTROL AND WATER POLLUTION PREVENTION | 1 | ls | \$10,000.00 | \$10,000.00 | \$2,319.20 | \$2,319.20 | \$9,900.00 | \$9,900.00 | \$10,000.00 | \$10,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$145,700.00 | \$145,700.00 |
| 37 | EROSION CONTROL BLANKET | 170 | sy | \$5.00 | \$850.00 | \$6.40 | \$1,088.00 | \$10.00 | \$1,700.00 | \$3.00 | \$510.00 | \$12.00 | \$2,040.00 | \$4.00 | \$680.00 | \$7.00 | \$1,190.00 |
| 38 | WATTLE | 80 | lf | \$8.00 | \$640.00 | \$12.25 | \$980.00 | \$8.00 | \$640.00 | \$6.00 | \$480.00 | \$12.00 | \$960.00 | \$6.00 | \$480.00 | \$17.00 | \$1,360.00 |
| 39 | SEEDING, FERTILIZING, AND MULCHING | 170 | sy | \$25.00 | \$4,250.00 | \$3.80 | \$646.00 | \$4.00 | \$680.00 | \$3.80 | \$646.00 | \$5.00 | \$850.00 | \$4.00 | \$680.00 | \$9.00 | \$1,530.00 |
| 40 | TOPSOIL TYPE A | 170 | sy | \$15.00 | \$2,550.00 | \$7.50 | \$1,275.00 | \$8.00 | \$1,360.00 | \$7.50 | \$1,275.00 | \$19.00 | \$3,230.00 | \$8.50 | \$1,445.00 | \$28.00 | \$4,760.00 |
| 41 | PSIPE DECIDUOUS TREE 3/4 IN. CALIPER, #5 CONTAINER | 3 | ea | \$100.00 | \$300.00 | \$40.00 | \$120.00 | \$43.00 | \$129.00 | \$40.00 | \$120.00 | \$175.00 | \$525.00 | \$45.00 | \$135.00 | \$135.00 | \$405.00 |
| 42 | PSIPE CONIFEROUS TREE 4 FT. TALL, #5 CONTAINER | 5 | ea | \$100.00 | \$500.00 | \$40.00 | \$200.00 | \$43.00 | \$215.00 | \$40.00 | \$200.00 | \$175.00 | \$875.00 | \$45.00 | \$225.00 | \$75.00 | \$375.00 |
| 43 | PSIPE LIVESTAKE 30 IN. X 1/2 IN. | 236 | ea | \$7.00 | \$1,652.00 | \$7.00 | \$1,652.00 | \$8.00 | \$1,888.00 | \$7.00 | \$1,652.00 | \$6.00 | \$1,416.00 | \$8.00 | \$1,888.00 | \$8.00 | \$1,888.00 |
| 44 | PSIPE SHRUB 12 IN. #1 CONTAINER | 79 | ea | \$3.00 | \$237.00 | \$15.00 | \$1,185.00 | \$16.00 | \$1,264.00 | \$15.00 | \$1,185.00 | \$40.00 | \$3,160.00 | \$17.00 | \$1,343.00 | \$18.00 | \$1,422.00 |
| 45 | CEMENT CONC. TRAFFIC CURB AND GUTTER | 137 | lf | \$65.00 | \$8,905.00 | \$48.50 | \$6,644.50 | \$60.00 | \$8,220.00 | \$39.00 | \$5,343.00 | \$60.00 | \$8,220.00 | \$33.00 | \$4,521.00 | \$52.00 | \$7,124.00 |
| 46 | RAISED PAVEMENT MARKER TYPE 1 | 4.4 | hund | \$250.00 | \$1,100.00 | \$280.00 | \$1,232.00 | \$315.00 | \$1,386.00 | \$280.00 | \$1,232.00 | \$500.00 | \$2,200.00 | \$380.00 | \$1,672.00 | \$360.00 | \$1,584.00 |
| 47 | RAISED PAVEMENT MARKER TYPE 2 | 1.4 | hund | \$550.00 | \$770.00 | \$400.00 | \$560.00 | \$450.00 | \$630.00 | \$400.00 | \$560.00 | \$700.00 | \$980.00 | \$535.00 | \$749.00 | \$490.00 | \$686.00 |
| 48 | WOOD SPLIT RAIL FENCE | 55 | lf | \$35.00 | \$1,925.00 | \$41.25 | \$2,268.75 | \$110.00 | \$6,050.00 | \$30.00 | \$1,650.00 | \$50.00 | \$2,750.00 | \$50.00 | \$2,750.00 | \$75.00 | \$4,125.00 |
| 49 | CEMENT CONC. SIDEWALK | 160 | sy | \$60.00 | \$9,600.00 | \$96.75 | \$15,480.00 | \$78.00 | \$12,480.00 | \$40.00 | \$6,400.00 | \$115.00 | \$18,400.00 | \$65.00 | \$10,400.00 | \$77.00 | \$12,320.00 |
| 50 | PEDESTRIAN RAILING | 25 | lf | \$50.00 | \$1,250.00 | \$800.00 | \$20,000.00 | \$275.00 | \$6,875.00 | \$150.00 | \$3,750.00 | \$200.00 | \$5,000.00 | \$205.00 | \$5,125.00 | \$650.00 | \$16,250.00 |
| 51 | TEMPORARY VEHICLE DETECTION | 1 | ls | \$6,000.00 | \$6,000.00 | \$21,640.00 | \$21,640.00 | \$4,500.00 | \$4,500.00 | \$3,808.00 | \$3,808.00 | \$9,000.00 | \$9,000.00 | \$5,500.00 | \$5,500.00 | \$4,800.00 | \$4,800.00 |
| 52 | FRANCHISE UTILITY COORDINATION AND EXCAVATION | 1 | ls | \$9,600.00 | \$9,600.00 | \$10,850.40 | \$10,850.40 | \$4,000.00 | \$4,000.00 | \$250.00 | \$250.00 | \$500.00 | \$500.00 | \$20,000.00 | \$20,000.00 | \$17,870.00 | \$17,870.00 |
| 53 | CONTROLLED DENSITY FILL FOR RELOCATED CONDUIT | 30 | cy | \$100.00 | \$3,000.00 | \$577.50 | \$17,325.00 | \$205.00 | \$6,150.00 | \$190.00 | \$5,700.00 | \$225.00 | \$6,750.00 | \$64.00 | \$1,920.00 | \$350.00 | \$10,500.00 |

WILLOWS ROAD CULVERT REPLACEMENT
20021715
BID TABULATION

| No. | Item Description | Engineer's Estimate | | | | Redtail L.L.C. | | PELLCO Construction, Inc. | | Cascade Civil Construction, LLC | | Olson Brothers Excavating, Inc. | | Interwest Construction, Inc. | | A-1 Landscaping & Construction, Inc. | |
|----------------------|---|---------------------|------|-------------|--------------|----------------|-------------|---------------------------|-------------|---------------------------------|-------------|---------------------------------|-------------|------------------------------|-------------|--------------------------------------|--------------|
| | | Qty | Unit | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount |
| 54 | PAINT LINE | 440 | lf | \$0.80 | \$352.00 | \$2.50 | \$1,100.00 | \$1.00 | \$440.00 | \$0.55 | \$242.00 | \$3.00 | \$1,320.00 | \$1.25 | \$550.00 | \$2.00 | \$880.00 |
| 55 | PLASTIC TRAFFIC ARROW | 4 | ea | \$80.00 | \$320.00 | \$244.00 | \$976.00 | \$75.00 | \$300.00 | \$67.00 | \$268.00 | \$250.00 | \$1,000.00 | \$260.00 | \$1,040.00 | \$320.00 | \$1,280.00 |
| 56 | PLASTIC BICYCLE LANE SYMBOL | 1 | ea | \$450.00 | \$450.00 | \$344.00 | \$344.00 | \$250.00 | \$250.00 | \$217.00 | \$217.00 | \$400.00 | \$400.00 | \$620.00 | \$620.00 | \$600.00 | \$600.00 |
| 57 | PAINTED DRAINAGE STENCIL | 3 | ea | \$10.00 | \$30.00 | \$76.00 | \$228.00 | \$6.00 | \$18.00 | \$55.00 | \$165.00 | \$75.00 | \$225.00 | \$65.00 | \$195.00 | \$60.00 | \$180.00 |
| 58 | TEMPORARY PAVEMENT MARKING - SHORT DURATION | 1,380 | lf | \$3.00 | \$4,140.00 | \$2.00 | \$2,760.00 | \$1.00 | \$1,380.00 | \$1.00 | \$1,380.00 | \$5.00 | \$6,900.00 | \$9.00 | \$12,420.00 | \$1.50 | \$2,070.00 |
| 59 | STREAMBED COBBLES 6 IN. | 190 | ton | \$60.00 | \$11,400.00 | \$39.25 | \$7,457.50 | \$75.00 | \$14,250.00 | \$72.00 | \$13,680.00 | \$67.00 | \$12,730.00 | \$68.00 | \$12,920.00 | \$135.00 | \$25,650.00 |
| 60 | STREAMBED COBBLES 10 IN. | 50 | ton | \$60.00 | \$3,000.00 | \$39.25 | \$1,962.50 | \$80.00 | \$4,000.00 | \$72.00 | \$3,600.00 | \$67.00 | \$3,350.00 | \$76.00 | \$3,800.00 | \$145.00 | \$7,250.00 |
| 61 | STREAMBED SEDIMENT | 90 | ton | \$50.00 | \$4,500.00 | \$39.25 | \$3,532.50 | \$80.00 | \$7,200.00 | \$72.00 | \$6,480.00 | \$67.00 | \$6,030.00 | \$190.00 | \$17,100.00 | \$129.00 | \$11,610.00 |
| 62 | PLACING ADDITIONAL STREAMBED MATERIAL | 1 | fa | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 63 | TEMPORARY STREAM BYPASS SYSTEM | 1 | ls | \$32,000.00 | \$32,000.00 | \$12,550.00 | \$12,550.00 | \$18,500.00 | \$18,500.00 | \$25,000.00 | \$25,000.00 | \$20,000.00 | \$20,000.00 | \$21,000.00 | \$21,000.00 | \$265,870.00 | \$265,870.00 |
| 64 | DEWATERING | 1 | ls | \$50,000.00 | \$50,000.00 | \$8,000.00 | \$8,000.00 | \$6,000.00 | \$6,000.00 | \$25,000.00 | \$25,000.00 | \$50,000.00 | \$50,000.00 | \$60,000.00 | \$60,000.00 | \$155,400.00 | \$155,400.00 |
| 65 | TEMPORARY SEDIMENT CONTROL FACILITY | 1 | ls | \$12,500.00 | \$12,500.00 | \$3,500.00 | \$3,500.00 | \$11,000.00 | \$11,000.00 | \$37,500.00 | \$37,500.00 | \$10,000.00 | \$10,000.00 | \$40,000.00 | \$40,000.00 | \$45,780.00 | \$45,780.00 |
| 66 | 20 IN. DIAM. STEEL CASING | 20 | lf | \$250.00 | \$5,000.00 | \$207.95 | \$4,159.00 | \$170.00 | \$3,400.00 | \$300.00 | \$6,000.00 | \$200.00 | \$4,000.00 | \$630.00 | \$12,600.00 | \$650.00 | \$13,000.00 |
| 67 | 24 IN. DIAM. SPLIT STEEL CASING | 32 | lf | \$350.00 | \$11,200.00 | \$539.00 | \$17,248.00 | \$420.00 | \$13,440.00 | \$450.00 | \$14,400.00 | \$300.00 | \$9,600.00 | \$675.00 | \$21,600.00 | \$950.00 | \$30,400.00 |
| 68 | PROPERTY RESTORATION | 1.0 | ls | \$4,000.00 | \$4,000.00 | \$5,000.00 | \$5,000.00 | \$12,000.00 | \$12,000.00 | \$2,500.00 | \$2,500.00 | \$1,000.00 | \$1,000.00 | \$22,000.00 | \$22,000.00 | \$18,787.00 | \$18,787.00 |
| Schedule A Sub-Total | | | | | \$900,576.00 | \$873,186.45 | | \$928,956.00 | | \$970,543.00 | | \$975,436.00 | | \$1,177,772.00 | | \$2,599,418.00 | |
| 10% Sales Tax | | | | | \$90,057.60 | \$87,318.65 | | \$92,895.60 | | \$97,054.30 | | \$97,543.60 | | \$117,777.20 | | \$259,941.80 | |
| Schedule A Total | | | | | \$990,633.60 | \$960,505.10 | | \$1,021,851.60 | | \$1,067,597.30 | | \$1,072,979.60 | | \$1,295,549.20 | | \$2,859,359.80 | |

| | | | | | | | | | | | | | | | | | |
|--------------|--|----------------|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| SCHEDULE B - | | Gun Club Creek | | | | | | | | | | | | | | | |
| 1 | MINOR CHANGE | 1 | calc | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 |
| 2 | SURVEYING | 1 | ls | \$3,750.00 | \$3,750.00 | \$6,550.00 | \$6,550.00 | \$5,100.00 | \$5,100.00 | \$4,000.00 | \$4,000.00 | \$7,000.00 | \$7,000.00 | \$5,700.00 | \$5,700.00 | \$8,870.00 | \$8,870.00 |
| 3 | RECORD DRAWINGS (MINIMUM BID \$2,000) | 1 | ls | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$3,400.00 | \$3,400.00 |
| 4 | SPCC PLAN | 1 | ls | \$1,000.00 | \$1,000.00 | \$5,000.00 | \$5,000.00 | \$1,000.00 | \$1,000.00 | \$500.00 | \$500.00 | \$600.00 | \$600.00 | \$7,500.00 | \$7,500.00 | \$5,400.00 | \$5,400.00 |
| 5 | SWPPP | 1 | ls | \$1,000.00 | \$1,000.00 | \$5,000.00 | \$5,000.00 | \$3,000.00 | \$3,000.00 | \$500.00 | \$500.00 | \$600.00 | \$600.00 | \$10,000.00 | \$10,000.00 | \$5,460.00 | \$5,460.00 |
| 6 | UTILITY POTHOLING | 1 | fa | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| 7 | MOBILIZATION | 1 | ls | \$41,000.00 | \$41,000.00 | \$70,000.00 | \$70,000.00 | \$80,000.00 | \$80,000.00 | \$94,250.00 | \$94,250.00 | \$50,000.00 | \$50,000.00 | \$110,000.00 | \$110,000.00 | \$78,780.00 | \$78,780.00 |
| 8 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 | ls | \$60,000.00 | \$60,000.00 | \$69,120.98 | \$69,120.98 | \$85,000.00 | \$85,000.00 | \$85,000.00 | \$85,000.00 | \$60,000.00 | \$60,000.00 | \$55,000.00 | \$55,000.00 | \$248,700.00 | \$248,700.00 |
| 9 | PORTABLE CHANGEABLE MESSAGE SIGN | 1,440 | hrs | \$10.00 | \$14,400.00 | \$12.25 | \$17,640.00 | \$10.00 | \$14,400.00 | \$9.00 | \$12,960.00 | \$6.00 | \$8,640.00 | \$6.00 | \$8,640.00 | \$18.00 | \$25,920.00 |
| 10 | OFF-DUTY UNIFORMED POLICE OFFICER, MIN. BID \$85.00/HR | 100 | hrs | \$125.00 | \$12,500.00 | \$85.00 | \$8,500.00 | \$100.00 | \$10,000.00 | \$100.00 | \$10,000.00 | \$145.00 | \$14,500.00 | \$96.00 | \$9,600.00 | \$135.00 | \$13,500.00 |
| 11 | CLEARING AND GRUBBING | 130 | sy | \$7.00 | \$910.00 | \$77.50 | \$10,075.00 | \$30.00 | \$3,900.00 | \$30.00 | \$3,900.00 | \$30.00 | \$3,900.00 | \$20.00 | \$2,600.00 | \$18.00 | \$2,340.00 |
| 12 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | 1 | ls | \$3,660.00 | \$3,660.00 | \$24,895.35 | \$24,895.35 | \$7,800.00 | \$7,800.00 | \$10,000.00 | \$10,000.00 | \$11,000.00 | \$11,000.00 | \$16,000.00 | \$16,000.00 | \$78,870.00 | \$78,870.00 |
| 13 | REMOVING ASPHALT CONC. PAVEMENT | 510 | sy | \$30.00 | \$15,300.00 | \$29.25 | \$14,917.50 | \$20.00 | \$10,200.00 | \$18.00 | \$9,180.00 | \$20.00 | \$10,200.00 | \$20.00 | \$10,200.00 | \$22.00 | \$11,220.00 |
| 14 | REMOVING CEMENT CONC. SIDEWALK | 160 | sy | \$60.00 | \$9,600.00 | \$61.00 | \$9,760.00 | \$16.00 | \$2,560.00 | \$22.00 | \$3,520.00 | \$26.00 | \$4,160.00 | \$12.00 | \$1,920.00 | \$28.00 | \$4,480.00 |
| 15 | REMOVING CEMENT CONC. CURB AND GUTTER | 178 | lf | \$30.00 | \$5,340.00 | \$59.50 | \$10,591.00 | \$12.00 | \$2,136.00 | \$5.00 | \$890.00 | \$15.00 | \$2,670.00 | \$7.00 | \$1,246.00 | \$10.00 | \$1,780.00 |
| 16 | UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL | 30 | cy | \$20.00 | \$600.00 | \$114.50 | \$3,435.00 | \$75.00 | \$2,250.00 | \$55.00 | \$1,650.00 | \$84.00 | \$2,520.00 | \$191.00 | \$5,730.00 | \$70.00 | \$2,100.00 |
| 17 | STRUCTURE EXCAVATION CLASS A INCL. HAUL | 640 | cy | \$60.00 | \$38,400.00 | \$46.50 | \$29,760.00 | \$47.00 | \$30,080.00 | \$41.50 | \$26,560.00 | \$43.00 | \$27,520.00 | \$70.00 | \$44,800.00 | \$60.00 | \$38,400.00 |
| 18 | STRUCTURE EXCAVATION CLASS B INCL. HAUL | 160 | cy | \$60.00 | \$9,600.00 | \$89.00 | \$14,240.00 | \$50.00 | \$8,000.00 | \$32.50 | \$5,200.00 | \$43.00 | \$6,880.00 | \$33.00 | \$5,280.00 | \$60.00 | \$9,600.00 |
| 19 | SHORING OR EXTRA EXCAVATION CL. A | 1 | ls | \$31,200.00 | \$31,200.00 | \$30,425.20 | \$30,425.20 | \$48,000.00 | \$48,000.00 | \$70,000.00 | \$70,000.00 | \$60,000.00 | \$60,000.00 | \$106,000.00 | \$106,000.00 | \$32,150.00 | \$32,150.00 |
| 20 | SHORING OR EXTRA EXCAVATION CL. B | 1,630 | sf | \$2.00 | \$3,260.00 | \$5.25 | \$8,557.50 | \$2.00 | \$3,260.00 | \$1.00 | \$1,630.00 | \$5.00 | \$8,150.00 | \$4.00 | \$6,520.00 | \$20.00 | \$32,600.00 |
| 21 | CONSTRUCTION GEOTEXTILE FOR SEPARATION | 230 | sy | \$5.00 | \$1,150.00 | \$29.00 | \$6,670.00 | \$4.00 | \$920.00 | \$2.50 | \$575.00 | \$7.00 | \$1,610.00 | \$7.00 | \$1,610.00 | \$3.00 | \$690.00 |
| 22 | CRUSHED SURFACING BASE COURSE | 100 | ton | \$70.00 | \$7,000.00 | \$28.25 | \$2,825.00 | \$58.00 | \$5,800.00 | \$88.00 | \$8,800.00 | \$52.00 | \$5,200.00 | \$60.00 | \$6,000.00 | \$44.00 | \$4,400.00 |
| 23 | PERMEABLE BALLAST | 190 | ton | \$60.00 | \$11,400.00 | \$31.25 | \$5,937.50 | \$44.00 | \$8,360.00 | \$52.00 | \$9,880.00 | \$52.00 | \$9,880.00 | \$47.00 | \$8,930.00 | \$65.00 | \$12,350.00 |
| 24 | PLANING BITUMINOUS PAVEMENT | 1,280 | sy | \$15.00 | \$19,200.00 | \$5.90 | \$7,552.00 | \$7.00 | \$8,960.00 | \$5.00 | \$6,400.00 | \$6.00 | \$7,680.00 | \$5.00 | \$6,400.00 | \$10.00 | \$12,800.00 |
| 25 | HMA CL. 1/2 IN. PG 58H-22 | 370 | ton | \$150.00 | \$55,500.00 | \$115.00 | \$42,550.00 | \$126.00 | \$46,620.00 | \$118.00 | \$43,660.00 | \$125.00 | \$46,250.00 | \$120.00 | \$44,400.00 | \$130.00 | \$48,100.00 |
| 26 | GRAVEL BACKFILL FOR FOUNDATION CLASS A | 30 | cy | \$70.00 | \$2,100.00 | \$29.25 | \$877.50 | \$100.00 | \$3,000.00 | \$150.00 | \$4,500.00 | \$75.00 | \$2,250.00 | \$68.00 | \$2,040.00 | \$70.00 | \$2,100.00 |
| 27 | GRAVEL BACKFILL FOR WALL | 580 | cy | \$50.00 | \$29,000.00 | \$24.75 | \$14,355.00 | \$1.00 | \$580.00 | \$85.00 | \$49,300.00 | \$64.00 | \$37,120.00 | \$75.00 | \$43,500.00 | \$70.00 | \$40,600.00 |
| 28 | CONTRACTOR DESIGNED BURIED STRUCTURE NO. 2 | 1 | ls | \$240,000.00 | \$240,000.00 | \$182,748.80 | \$182,748.80 | \$223,000.00 | \$223,000.00 | \$186,000.00 | \$186,000.00 | \$220,000.00 | \$220,000.00 | \$180,000.00 | \$180,000.00 | \$615,700.00 | \$615,700.00 |
| 29 | POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM. | 108 | lf | \$100.00 | \$10,800.00 | \$135.25 | \$14,607.00 | \$101.00 | \$10,908.00 | \$110.00 | \$11,880.00 | \$150.00 | \$16,200.00 | \$105.00 | \$11,340.00 | \$245.00 | \$26,460.00 |
| 30 | CATCH BASIN TYPE 2 48 IN. DIAM. | 1 | ea | \$4,500.00 | \$4,500.00 | \$3,894.00 | \$3,894.00 | \$4,300.00 | \$4,300.00 | \$3,600.00 | \$3,600.00 | \$6,200.00 | \$6,200.00 | \$4,500.00 | \$4,500.00 | \$6,400.00 | \$6,400.00 |
| 31 | ADJUST MANHOLE | 2 | ea | \$1,500.00 | \$3,000.00 | \$872.60 | \$1,745.20 | \$1,200.00 | \$2,400.00 | \$900.00 | \$1,800.00 | \$1,800.00 | \$3,600.00 | \$1,100.00 | \$2,200.00 | \$2,200.00 | \$4,400.00 |
| 32 | DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. | 28 | lf | \$85.00 | \$2,380.00 | \$120.75 | \$3,381.00 | \$205.00 | \$5,740.00 | \$120.00 | \$3,360.00 | \$400.00 | \$11,200.00 | \$115.00 | \$3,220.00 | \$60.00 | \$1,680.00 |
| 33 | DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. | 66 | lf | \$110.00 | \$7,260.00 | \$252.50 | \$16,665.00 | \$304.00 | \$20,064.00 | \$330.00 | \$21,780.00 | \$250.00 | \$16,500.00 | \$430.00 | \$28,380.00 | \$70.00 | \$4,620.00 |

WILLOWS ROAD CULVERT REPLACEMENT
20021715
BID TABULATION

| No. | Item Description | Engineer's Estimate | | | | Redtail L.L.C. | | PELLCO Construction, Inc. | | Cascade Civil Construction, LLC | | Olson Brothers Excavating, Inc. | | Interwest Construction, Inc. | | A-1 Landscaping & Construction, Inc. | |
|------------------------|---|---------------------|------|----------------|-------------|----------------|-------------|---------------------------|-------------|---------------------------------|-------------|---------------------------------|-------------|------------------------------|-------------|--------------------------------------|--------------|
| | | Qty | Unit | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount |
| 34 | COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 1 IN. | 1 | ea | \$2,310.00 | \$2,310.00 | \$3,844.20 | \$3,844.20 | \$4,700.00 | \$4,700.00 | \$3,900.00 | \$3,900.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$6,540.00 | \$6,540.00 |
| 35 | HYDRANT BLOWOFF ASSEMBLY | 1 | ea | \$3,850.00 | \$3,850.00 | \$5,701.50 | \$5,701.50 | \$5,400.00 | \$5,400.00 | \$5,500.00 | \$5,500.00 | \$6,000.00 | \$6,000.00 | \$5,500.00 | \$5,500.00 | \$8,800.00 | \$8,800.00 |
| 36 | EROSION CONTROL AND WATER POLLUTION PREVENTION | 1 | ls | \$10,000.00 | \$10,000.00 | \$5,000.00 | \$5,000.00 | \$9,900.00 | \$9,900.00 | \$10,000.00 | \$10,000.00 | \$20,000.00 | \$20,000.00 | \$15,000.00 | \$15,000.00 | \$45,000.00 | \$45,000.00 |
| 37 | EROSION CONTROL BLANKET | 130 | sy | \$5.00 | \$650.00 | \$6.40 | \$832.00 | \$10.00 | \$1,300.00 | \$3.00 | \$390.00 | \$12.00 | \$1,560.00 | \$3.00 | \$390.00 | \$16.00 | \$2,080.00 |
| 38 | WATTLE | 69 | lf | \$8.00 | \$552.00 | \$14.25 | \$983.25 | \$8.00 | \$552.00 | \$6.00 | \$414.00 | \$12.00 | \$828.00 | \$6.00 | \$414.00 | \$18.00 | \$1,242.00 |
| 39 | SEEDING, FERTILIZING, AND MULCHING | 130 | sy | \$25.00 | \$3,250.00 | \$7.50 | \$975.00 | \$4.00 | \$520.00 | \$3.80 | \$494.00 | \$6.00 | \$780.00 | \$4.00 | \$520.00 | \$9.00 | \$1,170.00 |
| 40 | TOPSOIL TYPE A | 130 | sy | \$15.00 | \$1,950.00 | \$3.80 | \$494.00 | \$8.00 | \$1,040.00 | \$7.50 | \$975.00 | \$20.00 | \$2,600.00 | \$9.00 | \$1,170.00 | \$22.00 | \$2,860.00 |
| 41 | PSIPE CONIFEROUS TREE 4 FT. TALL, #5 CONTAINER | 1 | ea | \$100.00 | \$100.00 | \$40.00 | \$40.00 | \$43.00 | \$43.00 | \$40.00 | \$40.00 | \$175.00 | \$175.00 | \$45.00 | \$45.00 | \$70.00 | \$70.00 |
| 42 | PSIPE LIVESTAKE 30 IN. X 1/2 IN. | 251 | ea | \$7.00 | \$1,757.00 | \$15.00 | \$3,765.00 | \$8.00 | \$2,008.00 | \$7.00 | \$1,757.00 | \$6.00 | \$1,506.00 | \$8.00 | \$2,008.00 | \$10.00 | \$2,510.00 |
| 43 | PSIPE SHRUB 12 IN. #1 CONTAINER | 68 | ea | \$3.00 | \$204.00 | \$15.00 | \$1,020.00 | \$16.00 | \$1,088.00 | \$15.00 | \$1,020.00 | \$40.00 | \$2,720.00 | \$17.00 | \$1,156.00 | \$18.00 | \$1,224.00 |
| 44 | CEMENT CONC. TRAFFIC CURB AND GUTTER | 178 | lf | \$65.00 | \$11,570.00 | \$27.00 | \$4,806.00 | \$60.00 | \$10,680.00 | \$37.00 | \$6,586.00 | \$60.00 | \$10,680.00 | \$35.00 | \$6,230.00 | \$55.00 | \$9,790.00 |
| 45 | RAISED PAVEMENT MARKER TYPE 1 | 4.4 | hund | \$250.00 | \$1,100.00 | \$280.00 | \$1,232.00 | \$315.00 | \$1,386.00 | \$280.00 | \$1,232.00 | \$500.00 | \$2,200.00 | \$380.00 | \$1,672.00 | \$420.00 | \$1,848.00 |
| 46 | RAISED PAVEMENT MARKER TYPE 2 | 1.4 | hund | \$550.00 | \$770.00 | \$400.00 | \$560.00 | \$450.00 | \$630.00 | \$400.00 | \$560.00 | \$700.00 | \$980.00 | \$535.00 | \$749.00 | \$550.00 | \$770.00 |
| 47 | CEMENT CONC. CURB RAMP | 10 | sy | \$250.00 | \$2,500.00 | \$95.00 | \$950.00 | \$275.00 | \$2,750.00 | \$250.00 | \$2,500.00 | \$350.00 | \$3,500.00 | \$180.00 | \$1,800.00 | \$320.00 | \$3,200.00 |
| 48 | CEMENT CONC. SIDEWALK | 160 | sy | \$60.00 | \$9,600.00 | \$65.00 | \$10,400.00 | \$78.00 | \$12,480.00 | \$40.00 | \$6,400.00 | \$60.00 | \$9,600.00 | \$70.00 | \$11,200.00 | \$70.00 | \$11,200.00 |
| 49 | PEDESTRIAN RAILING | 25 | lf | \$50.00 | \$1,250.00 | \$800.00 | \$20,000.00 | \$275.00 | \$6,875.00 | \$150.00 | \$3,750.00 | \$230.00 | \$5,750.00 | \$205.00 | \$5,125.00 | \$550.00 | \$13,750.00 |
| 50 | ROUND INDUCTION LOOP | 1 | ea | \$1,100.00 | \$1,100.00 | \$3,500.00 | \$3,500.00 | \$6,500.00 | \$6,500.00 | \$5,510.00 | \$5,510.00 | \$8,650.00 | \$8,650.00 | \$7,100.00 | \$7,100.00 | \$3,100.00 | \$3,100.00 |
| 51 | TEMPORARY VEHICLE DETECTION | 1 | ls | \$6,000.00 | \$6,000.00 | \$5,140.00 | \$5,140.00 | \$5,400.00 | \$5,400.00 | \$4,540.00 | \$4,540.00 | \$8,650.00 | \$8,650.00 | \$6,500.00 | \$6,500.00 | \$5,540.00 | \$5,540.00 |
| 52 | FRANCHISE UTILITY COORDINATION AND EXCAVATION | 1 | ls | \$9,100.00 | \$9,100.00 | \$10,414.00 | \$10,414.00 | \$4,000.00 | \$4,000.00 | \$250.00 | \$250.00 | \$500.00 | \$500.00 | \$12,000.00 | \$12,000.00 | \$18,700.00 | \$18,700.00 |
| 53 | CONTROLLED DENSITY FILL FOR RELOCATED CONDUIT | 30 | cy | \$100.00 | \$3,000.00 | \$174.60 | \$5,238.00 | \$205.00 | \$6,150.00 | \$190.00 | \$5,700.00 | \$200.00 | \$6,000.00 | \$64.00 | \$1,920.00 | \$380.00 | \$11,400.00 |
| 54 | PAINT LINE | 440 | lf | \$0.80 | \$352.00 | \$2.50 | \$1,100.00 | \$1.00 | \$440.00 | \$0.55 | \$242.00 | \$3.00 | \$1,320.00 | \$1.25 | \$550.00 | \$4.00 | \$1,760.00 |
| 55 | PLASTIC TRAFFIC ARROW | 3 | ea | \$80.00 | \$240.00 | \$90.00 | \$270.00 | \$75.00 | \$225.00 | \$67.00 | \$201.00 | \$300.00 | \$900.00 | \$260.00 | \$780.00 | \$300.00 | \$900.00 |
| 56 | PLASTIC TRAFFIC LETTER | 8 | ea | \$90.00 | \$720.00 | \$90.00 | \$720.00 | \$150.00 | \$1,200.00 | \$134.00 | \$1,072.00 | \$300.00 | \$2,400.00 | \$120.00 | \$960.00 | \$110.00 | \$880.00 |
| 57 | PLASTIC BICYCLE LANE SYMBOL | 2 | ea | \$450.00 | \$900.00 | \$76.00 | \$152.00 | \$250.00 | \$500.00 | \$217.00 | \$434.00 | \$400.00 | \$800.00 | \$620.00 | \$1,240.00 | \$350.00 | \$700.00 |
| 58 | PAINTED DRAINAGE STENCIL | 3 | ea | \$10.00 | \$30.00 | \$76.00 | \$228.00 | \$6.00 | \$18.00 | \$5.00 | \$15.00 | \$75.00 | \$225.00 | \$65.00 | \$195.00 | \$80.00 | \$240.00 |
| 59 | TEMPORARY PAVEMENT MARKING - SHORT DURATION | 1,380 | lf | \$3.00 | \$4,140.00 | \$2.00 | \$2,760.00 | \$1.00 | \$1,380.00 | \$1.00 | \$1,380.00 | \$4.00 | \$5,520.00 | \$9.00 | \$12,420.00 | \$3.00 | \$4,140.00 |
| 60 | STREAMBED COBBLES 4 IN. | 200 | ton | \$60.00 | \$12,000.00 | \$39.25 | \$7,850.00 | \$75.00 | \$15,000.00 | \$72.00 | \$14,400.00 | \$66.00 | \$13,200.00 | \$68.00 | \$13,600.00 | \$110.00 | \$22,000.00 |
| 61 | STREAMBED COBBLES 8 IN. | 20 | ton | \$60.00 | \$1,200.00 | \$39.25 | \$785.00 | \$80.00 | \$1,600.00 | \$72.00 | \$1,440.00 | \$66.00 | \$1,320.00 | \$100.00 | \$2,000.00 | \$155.00 | \$3,100.00 |
| 62 | STREAMBED SEDIMENT | 80 | ton | \$50.00 | \$4,000.00 | \$39.25 | \$3,140.00 | \$80.00 | \$6,400.00 | \$72.00 | \$5,760.00 | \$66.00 | \$5,280.00 | \$190.00 | \$15,200.00 | \$135.00 | \$10,800.00 |
| 63 | PLACING ADDITIONAL STREAMBED MATERIAL | 1 | fa | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 64 | TEMPORARY STREAM BYPASS SYSTEM | 1 | ls | \$27,000.00 | \$27,000.00 | \$9,002.40 | \$9,002.40 | \$18,500.00 | \$18,500.00 | \$25,000.00 | \$25,000.00 | \$20,000.00 | \$20,000.00 | \$19,000.00 | \$19,000.00 | \$175,470.00 | \$175,470.00 |
| 65 | DEWATERING | 1 | ls | \$50,000.00 | \$50,000.00 | \$8,000.00 | \$8,000.00 | \$6,000.00 | \$6,000.00 | \$25,000.00 | \$25,000.00 | \$55,000.00 | \$55,000.00 | \$45,000.00 | \$45,000.00 | \$88,780.00 | \$88,780.00 |
| 66 | TEMPORARY SEDIMENT CONTROL FACILITY | 1 | ls | \$12,500.00 | \$12,500.00 | \$5,000.00 | \$5,000.00 | \$11,000.00 | \$11,000.00 | \$37,500.00 | \$37,500.00 | \$12,000.00 | \$12,000.00 | \$40,000.00 | \$40,000.00 | \$55,450.00 | \$55,450.00 |
| 67 | 20 IN. DIAM. STEEL CASING | 20 | lf | \$250.00 | \$5,000.00 | \$217.00 | \$4,340.00 | \$170.00 | \$3,400.00 | \$300.00 | \$6,000.00 | \$260.00 | \$5,200.00 | \$620.00 | \$12,400.00 | \$650.00 | \$13,000.00 |
| 68 | 24 IN. DIAM. SPLIT STEEL CASING | 30 | lf | \$350.00 | \$10,500.00 | \$463.50 | \$13,905.00 | \$430.00 | \$12,900.00 | \$450.00 | \$13,500.00 | \$375.00 | \$11,250.00 | \$865.00 | \$25,950.00 | \$950.00 | \$28,500.00 |
| 69 | PROPERTY RESTORATION | 1 | ls | \$4,000.00 | \$4,000.00 | \$5,000.00 | \$5,000.00 | \$12,000.00 | \$12,000.00 | \$2,500.00 | \$2,500.00 | \$5,000.00 | \$5,000.00 | \$20,000.00 | \$20,000.00 | \$22,870.00 | \$22,870.00 |
| Schedule B Sub-Total | | | | \$927,005.00 | | \$868,422.88 | | \$910,303.00 | | \$966,237.00 | | \$978,124.00 | | \$1,123,050.00 | | \$2,040,254.00 | |
| 10% Sales Tax | | | | \$92,700.50 | | \$86,842.29 | | \$91,030.30 | | \$96,623.70 | | \$97,812.40 | | \$112,305.00 | | \$204,025.40 | |
| Schedule B Total | | | | \$1,019,705.50 | | \$955,265.17 | | \$1,001,333.30 | | \$1,062,860.70 | | \$1,075,936.40 | | \$1,235,355.00 | | \$2,244,279.40 | |
| Total Schedule A and B | | | | \$2,010,339.10 | | \$1,915,770.27 | | \$2,023,184.90 | | \$2,130,458.00 | | \$2,148,916.00 | | \$2,530,904.20 | | \$5,103,639.20 | |

Bids open Thursday, January 14, 2021 at 11:00 a.m.

DocuSigned by:
Steve Plude
Steve Plude PE, City Engineer
Approving Authority



Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-026
Type: Consent Item

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

| | | |
|---------|----------------|--------------|
| Parks | Carrie Hite | 425-556-2326 |
| Finance | Kelley Cochran | 425-556-2748 |

DEPARTMENT STAFF:

| | | |
|-------|----------------|--------------------------------------|
| Parks | Ryan Spencer | Business Operations Administrator |
| Parks | Denise Shinoda | Customer Service Coordinator |

TITLE:

Adoption of an Ordinance Updating Multiple Sections of the Redmond Municipal Code as it Relates to the Business Licensing Program

- a. Ordinance No. 3033: An Ordinance of the City of Redmond, Washington, Amending RMC Sections 5.04.030, 5.04.040, 5.04.045, 5.04.050, 5.04.060, 5.04.070, 5.04.080, 5.04.084, 5.04.085, 5.04.090, 5.04.100, 5.04.130, 5.04.140, 5.05.020, 5.08.020, 5.10.010, 5.12.020, 5.12.030, 5.16.010, 5.20.020, 5.22.020, 5.36.030, 5.52.040, 5.56.020, 5.60.030, 5.68.070, 5.75.030, 5.80.030, and 12.14.030 to Adopt Updates to Align Terminology; Add New Definitions and Language; Update Required Reporting Method; Revise Structure of Penalty for Late Payment; Update List of Master Event and Exempted Special Events for the City of Redmond; Update Language to Accommodate Business Licensing Service Processes; and Update Language to Clarify License Types Administered by the City of Redmond Based on the Partnership Entered with the Washington State Department of Revenue Business Licensing Service for the Administration of the City's General Business License Program as Required by RCW 35.90, Municipal Business Licensing, Effective March 18, 2021

OVERVIEW STATEMENT:

The City of Redmond has entered into a partnership with the Washington State Department of Revenue for administration of the City's Business Licensing Program through the State Business Licensing Service (BLS), per Council approval in 2020. Revisions to the Redmond Municipal Code governing the business licensing program have been proposed to align the Code with the program and ensure accuracy, clarity, consistency and ease of interpretation for the business community. We are requesting Council adoption of this ordinance.

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

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 35.90, Municipal Business Licensing
- **Council Request:**
N/A
- **Other Key Facts:**
In preparation for launching this partnership to the business community on March 18, 2021, code revisions are critical to our outreach efforts to provide a seamless transition and clear and consistent policy direction to businesses.

OUTCOMES:

Code revisions that are clear, easy to comprehend, align with Washington State Department of Revenue Business Licensing Service policies and provide little to no gap between City and State terminology will provide an optimal experience for our customers and staff.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Outreach to the business community is taking place now and further efforts are being initiated in early March.
- **Outreach Methods and Results:**
We are currently educating our business community of the upcoming partnership during transactions and correspondence taking place for the 2021 licensing renewal cycle that is underway January 1 through March 15, 2021. In March information will be provided through City eNews, City website, direct mail and email to our current business licensing database as well as new data we will have available through the Department of Revenue.
- **Feedback Summary:**
During this year's renewal process multiple businesses have already expressed their excitement and appreciation that the City will be implementing this partnership and change in the application/renewal process.

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:

000250 - Community and Economic Development (The City Business Licensing Program is budgeted for under this offer, but the partnership and municipal code revisions have no additional costs).

Budget Priority:

Vibrant and Connected

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 |
|-----------|--|-------------------|
| 8/25/2020 | Committee of the Whole - Finance, Administration, and Communications | Provide Direction |
| 9/15/2020 | Business Meeting | Approve |
| 1/26/2021 | 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:

A city that imposes a general business license requirement must adopt the mandatory provisions required in State law by December 31, 2022, if partnering with the State of Washington. The City is currently working with the Department of Revenue on preparations necessary for the scheduled launch of all new general business applications and renewals being processed through the BLS effective March 18, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

If the proposed Ordinance is not adopted by March 18, 2021 there will be confusion and unnecessary complexity for the business community, as well as for staff to implement and administer the program. Examples of items requiring modifications to ensure clarity and a seamless transition are conflicting and inconsistent terminology, clarity on what license types will be processed through the BLS versus remaining managed by the City, and the appropriate method to be used by businesses for reporting their employee's hours worked in Redmond.

ATTACHMENTS:

Attachment A: Ordinance

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING RMC SECTIONS 5.04.030, 5.04.040, 5.04.045, 5.04.050, 5.04.060, 5.04.070, 5.04.080, 5.04.084, 5.04.085, 5.04.090, 5.04.100, 5.04.130, 5.04.140, 5.05.020, 5.08.020, 5.10.010, 5.12.020, 5.12.030, 5.16.010, 5.20.020, 5.22.020, 5.36.030, 5.52.040, 5.56.020, 5.60.030, 5.68.070, 5.75.030, 5.80.030, AND 12.14.030 TO ADOPT UPDATES TO ALIGN TERMINOLOGY; ADD NEW DEFINITIONS AND LANGUAGE; UPDATE REQUIRED REPORTING METHOD; REVISE STRUCTURE OF PENALTY FOR LATE PAYMENT; UPDATE LIST OF MASTER EVENT AND EXEMPTED SPECIAL EVENTS FOR THE CITY OF REDMOND; UPDATE LANGUAGE TO ACCOMMODATE BUSINESS LICENSING SERVICE PROCESSES; AND UPDATE LANGUAGE TO CLARIFY LICENSE TYPES ADMINISTERED BY THE CITY OF REDMOND BASED ON THE PARTNERSHIP ENTERED WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE BUSINESS LICENSING SERVICE FOR THE ADMINISTRATION OF THE CITY'S GENERAL BUSINESS LICENSE PROGRAM AS REQUIRED BY RCW 35.90, MUNICIPAL BUSINESS LICENSING, EFFECTIVE MARCH 18, 2021

WHEREAS, the 2017 Washington State Legislature passed Engrossed House Bill (EMB) 2005, now codified as Chapter 35.90 RCW, requiring Washington cities and towns with a business licensing program to partner with the Business Licensing Service (BLS) for administration of general business licenses; and

WHEREAS, city staff and Washington State Department of Revenue staff reviewed the business licensing process and

procedures set forth in RMC Chapter 5 Business Licenses and Regulations for required updates; and

WHEREAS, the City Council reasonably believes that the adoption of this ordinance is in furtherance of the objective to streamline and simplify the administration of general business licensing in the City of Redmond.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Section. RMC Chapter 5.04, General Business Regulations, List of Sections, is hereby amended to read as follows:

Chapter 5.04

GENERAL BUSINESS REGULATIONS¹

Sections:

- 5.04.010 Purpose.
- 5.04.020 Scope.
- 5.04.030 Definitions.
- 5.04.040 Business license required.
- 5.04.045 Master event business license.
- 5.04.050 Finance director as license officer.
- 5.04.060 Qualifications of applicants.
- 5.04.070 Procedures for issuance of license.
- 5.04.080 Fees - Payment.
- 5.04.084 [~~TEMPORARY EMPLOYEES.~~] **Employees provided by a temporary employment service agency.**
- 5.04.085 Penalty for late payment - Interest.
- 5.04.090 Display of license - Renewal - Transfer.

- 5.04.100 Notification of exemption or termination of business activities.
- 5.04.110 Operating without a license.
- 5.04.120 License fee additional to others imposed.
- 5.04.130 Exemptions.
- 5.04.140 Criteria for denial, suspension or revocation of license.
- 5.04.150 Request for hearing.
- 5.04.160 Penalties.

Section 3. Amendment of Subsection. RMC 5.04.030, Definitions, is hereby amended to read as follows:

5.04.030 Definitions.

Where used in this chapter or title, the following words and terms shall have the meanings as defined in this section, unless, from the context, a more limited or different meaning is clearly defined or apparent:

(A) "Business" includes all activities, occupations, pursuits, or professions located or engaged within the city with the object of gain, benefit or advantage to the person engaging in the same, or to any other person or class, directly or indirectly;

(B) "Business license" is that document ~~[ISSUED]~~ approved by the city for issuance, providing proof of licensing the transaction of ~~[THE INDICATED]~~ business within the city by the person whose name appears thereon for the stated year license period. For the purpose of this chapter, an original or officially issued duplicate of the document

~~[SHALL]~~ constitutes s a valid "business license" for every purpose;

(C) "Employee" means any person who performs work, labor, or services for a business and is on the business' payroll. For the purpose of this chapter, the term "employee" also includes all full-time, part-time, seasonal, ~~[AND]~~ ~~[TEMPORARY EMPLOYEES OR]~~ limited duration and other workers on the business' payroll, and self-employed persons, sole proprietors, owners, managers, partners, any family members working at the business, and any officers, agents or personal representatives acting in a fiduciary capacity;

(D) Engaging in Business.

(1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee. The activities listed in this section

are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the city.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys,

auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(4) The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of

Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

(E) "Finance director" or "director" means the City of Redmond Finance Director or his/her designee;

(F) "Person" includes the singular and the plural and also means and includes any person, firm, corporation, association, club, partnership, independent contractor, society or any group of individuals acting as a unit;

(G) "City" means the City of Redmond, Washington; and

(H) "Year" means a calendar year.

(I) "Business Licensing Service" or "BLS" means the office within the Washington State Department of Revenue providing business licensing services to the city.

Section 4. Amendment of Subsection. RMC 5.04.040, Business License Required, is hereby amended to read as follows:

5.04.040 Business license required.

(A) No person [~~SHALL~~] may engage in any business within the city without first having obtained and being the holder of a valid and subsisting license to engage in such business [~~OR ACTIVITY~~], to be known as a "business license," and without paying the city business license fee imposed by this chapter. [~~PROVIDED, HOWEVER, THAT AN INDEPENDENT CONTRACTOR~~]

~~WHO PROVIDES WORK, LABOR, OR SERVICES TO OR ON BEHALF OF A BUSINESS ENTITY LICENSED HEREUNDER, WHERE SUCH GOODS OR SERVICES ARE OF THE SAME KIND OR NATURE AS THOSE PROVIDED BY THE BUSINESS ENTITY IN ITS NORMAL COURSE OF BUSINESS, SHALL NOT BE REQUIRED TO OBTAIN A SEPARATE BUSINESS LICENSE WHEN ALL OF THE LICENSE FEES AND TAXES REQUIRED BY THIS CHAPTER WITH RESPECT TO SUCH INDEPENDENT CONTRACTOR ARE INCLUDED IN THE LICENSE FEES AND TAXES PAID BY THE ENTITIES WHICH RECEIVE OR USE THE INDEPENDENT CONTRACTOR'S WORK, LABOR OR SERVICES, PURSUANT TO SECTOIN 5.04.080. WHERE A BUSINESS ENTITY ELECTS NOT TO COVER ITS INDEPENDENT CONTRACTORS AS PROVIDED IN THIS SECTION, THE BUSINESS ENTITY AND EACH OF ITS INDEPENDENT CONTRACTORS MUST OBTAIN SEPARATE BUSINESS LICENSES AS PROVIDED IN THIS CHAPTER.]~~

(1) Business entities utilizing independent contractors shall provide the Finance Director with a list of independent contractors, including names, addresses, telephone numbers, and the nature of the goods or services provided to or on behalf of the business entity.

(B) Persons or companies doing business in the City of Redmond must comply with this chapter regardless of the physical location of the business (i.e., whether **located** inside, or **entering the city from a location** outside Redmond

City limits). If entering the city from outside city limits,
~~A~~an original or officially issued duplicate city license must
be obtained for use at each location in the city where
business is transacted concurrently. A person located inside
city limits ~~SHALL~~ must obtain a separate original license
issued specifically for each separate physical location.

(C) A person operating multiple business entities, such
as when having more than one Unified Business Identifier
assigned, ~~SHALL~~ must obtain a separate business license for
each separate business location in the city of each such
separate business entity [~~ENGAGED IN, INCLUDING BUT NOT~~
~~LIMITED TO A SEPARATE BUSINESS FOR EACH SEPARATE UNIFIED~~
~~BUSINESS IDENTIFIER NUMBER ISSUED BY THE WASHINGTON STATE~~
~~DEPARTMENT OF LICENSING.~~]

Section 5. Amendment of Subsection. RMC 5.04.045, Master
Event Business License, is hereby amended to read as follows:

5.04.045 Master event business license.

(A) Any person organizing, promoting, sponsoring, or
conducting any arts or crafts fair, farmer's market, trade
show, or other similar event which:

(1) Does not exceed seven days in duration and does
not occur more than once in any calendar year; or

(2) Does not exceed two days in duration during any calendar week and does not operate for more than six months in any calendar year, at which multiple dealers or vendors will be present selling goods or services at a single location, may obtain a master event business license **directly from the city,** as provided in this section. The master event business license shall cover all dealers and vendors involved in the event and individual dealers and vendors participating in the event shall not be required to obtain separate business licenses in connection with their participation.

(B) The city may also obtain a master event business license for the following city-sponsored community events for which an admission fee is charged: Friday performance arts events, summer music series, Special Monthly Events at the Redmond Senior Center, the father/daughter dance, the mother/daughter tea, Big Truck Day, Redmond Senior Center Talent Shows, and the Spring/Fall Farm School Activities. Additional city-sponsored community events for which an admission fee is charged may be added to this list with approval of the event-sponsoring department and the Finance Director.

(C) Applicants for a master event business license shall be required to meet all requirements of this chapter for

issuance of a business license and shall be required to pay all fees and taxes imposed by this chapter on behalf of themselves and all dealers and vendors covered by the master event business license.

(D) Holders of master event business licenses shall be required to provide the Finance Director with a list of all participating dealers and vendors at least ten days prior to the event. The list shall include the dealer or vendor's name, address, telephone number, and state UBI number. Only those dealers and vendors set forth on the list are covered under the master event business license.

(E) Nothing in this section is intended to prevent the city from requiring other permits or approvals in connection with an event covered by this section, including but not limited to any necessary building and zoning approvals, and any necessary right-of-way use permits.

Section 6. Amendment of Subsection. RMC 5.04.050, Finance Director as License Officer, is hereby amended to read as follows:
5.04.050 Finance director as license officer.

(A) The finance director [~~SHALL COLLECT~~] **must ensure** all license fees **are collected properly,** and [~~SHALL~~] **will approve** ~~ISSUE~~ **issuance of** licenses in the name of the city to all

persons qualified under the provisions of this chapter and
[SHALL HAVE] **has** the authority to:

(1) Adopt Forms. Adopt **the city's** application, license, renewal, annual return, and all other necessary or convenient forms, **other than those utilized by the Business Licensing Service,** and prescribe the information to be provided **on such forms maintained by the city.** Such [REQUIRED] information **required on the city maintained forms** shall include, but not be limited to, the name of the applicant, his or her residence address, date of birth, place of business, the nature of the business, the form of ownership, the names of all officers of the business, the UBI number (if applicable), and the number of employees;

(2) Obtain Endorsement. Submit **the information from** applications, when deemed appropriate, to other city officials for their endorsements thereon as to compliance by the applicant with all city regulations which the officials have the duty of enforcing;

(3) Investigate. Investigate and determine the eligibility of any applicant for a license as prescribed herein;

(4) Examine Records. Examine and audit the books and records of any applicant or licensee when reasonably

necessary to the administration and enforcement of this chapter. The records of a business, including but not limited to federal and state tax returns and invoices, shall be open for examination by the finance director or authorized agent at any time to the extent not prohibited by law;

(5) Give Notice. Notify any applicant of the acceptance or rejection of the application;

(6) Regulate Form of Licenses. Ensure that each license issued directly from the city is numbered, and shows the name of the licensee, business address and the character of the business authorized to be transacted.

Section 7. Amendment of Subsection. RMC 5.04.060, Qualifications of Applicants, is hereby amended to read as follows:

5.04.060 Qualifications of applicants.

(A) Standards to Be Applied. The finance director [~~SHALL~~] **may** base the decision to [~~ISSUE~~] **approve** or deny the issuance of a license upon the following criteria:

(1) Applicant History. All violations of city regulations or convictions within the 10 years immediately preceding application, which directly relate to the operation of the applicant's current proposed business;

(2) License History. [~~THE LICENSE HISTORY OF THE APPLICANT~~] [~~W~~]**Whether** such [~~PERSON~~] **applicant** [~~IS~~] previously

~~[OPERATING]~~ **operated** in this or another jurisdiction under a license ~~[HAS HAD SUCH LICENSE]~~ **that was subsequently** revoked or suspended~~7;~~ the reasons therefor, and the demeanor of the applicant subsequent to such action~~7.~~

(3) No Obligation to city. Except as otherwise provided in this chapter, applicants ~~[SHALL]~~ **may** not be in default under the provisions of this chapter or indebted or obligated in any manner to the city, except for current taxes and other obligations not past due;

(4) Compliance with City Regulations. The proposed use of any premises ~~[SHALL]~~ **may** not be in violation of any city building, safety, fire, health or land use regulations as determined by the city department charged with the enforcement of said regulations.

Section 8. Amendment of Subsection. RMC 5.04.070, Procedures for Issuance of License, is hereby amended to read as follows:

5.04.070 Procedures for issuance of license.

(A) Formal Application Required. Every person required to procure a **city business** license under the provisions of this chapter ~~[SHALL]~~ **must** submit an application for such license to the ~~[FINANCE DIRECTOR]~~ **Business Licensing Service.**
~~[THE APPLICATION SHALL BE MADE UPON FORMS PROVIDED BY THE~~

~~FINANCE—DIRECTOR.]~~ The application must include all information required for all licenses requested, the total fees due for all licenses, and the application handling fee required by RCW 19.02.075.

(1) ~~[DETERMINATION OF WHETHER A BUSINESS LICENSE APPLICATION IS COMPLETE FOR PURPOSES OF ISSUING A BUSINESS LICENSE SHALL BE MADE BY THE]~~ The city finance director will determine whether the application may be approved for license issuance.

(2) An incomplete application for a business license ~~[SHALL]~~ will be deemed ~~[TO BE]~~ abandoned ~~[90]~~ 120 days after the date of ~~[APPLICATION]~~ submittal, and be administratively withdrawn, unless such application has in the interim been pursued in good faith to be completed. ~~[OR A LICENSE HAS BEEN ISSUED. EXPIRED]~~ Applicants which have had their application~~[S]~~ administratively withdrawn ~~[SHALL]~~ will forfeit a minimum of ~~[\$115.00 IN 2019 AND \$117.00]~~ \$119.00 in 2021 and \$122.00 in 2022 ~~[IN 2020]~~ of the new application fee submitted.

(B) Commencement of Business Activities. No person ~~[SHALL BE]~~ is entitled or authorized to engage in business within the city until such time as the finance director has approved the issuance of a business license pursuant to the

terms of this chapter. The mere acceptance of a business license application by the city [~~SHALL NOT BE DEEMED TO~~] does not grant any right or privilege under this chapter, except as otherwise provided by law.

(C) Burden on Applicant. The finance director, or other designated officer or service, is authorized, but not required, to mail to persons engaging in business forms for applications and/or renewals for licenses~~7.~~ [~~BUT~~] [~~F~~]Failure of the person to receive any such form [~~SHALL~~] does not excuse the person from making application for and securing the license required by this chapter.

(D) New License Applications Meet the Requirement for Hazardous Materials Questionnaire Submittal. Applications for new business licenses, including home businesses, and mobile businesses proposed to operatee [~~ING~~] within the boundaries of Critical Aquifer Recharge Area I and II, [~~SHALL~~] must be reviewed by the City of Redmond Director of Public Works, or his or her designee for regulatory status related to hazardous materials handling and may require submittal of additional information related to hazardous materials handling. Applications for business license renewals may require submittal of additional information related to hazardous materials handling, by the City of Redmond Director of Public

Works, or his or her designee, in accordance with the requirements under Chapter 13.07, Wellhead Protection.

Section 9. Amendment of Subsection. RMC 5.04.080, Fees - Payment, is hereby amended to read as follows:

5.04.080 Fees - Payment.

(A) Reporting by Hours Method. The annual business license fee is calculated by determining the number of employee hours worked in the City of Redmond [~~DURING~~] in the previous year and [~~THEN~~] multiplying that figure by [~~\$0.059895 IN 2019~~] \$0.061979 in 2021. The resulting dollar amount must be rounded to the nearest cent. The city shall allocate [~~\$49.00~~] \$51.00 out of each [~~\$115.00~~] \$119.00 received to the general fund and [~~\$66.00~~] \$68.00 out of each [~~\$115.00~~] \$119.00 received to transportation capital improvements or transportation demand management projects in [~~2019~~] 2021. The annual business license fee in [~~2020~~] 2022 is calculated by determining the number of employee hours worked in the City of Redmond [~~DURING~~] in the previous year and [~~THEN~~] multiplying that figure by [~~\$0.060937~~] \$0.063542. The resulting dollar amount must be rounded to the nearest cent. The city shall allocate [~~\$50.00~~] \$52.00 out of each [~~\$117.00~~] \$122.00 received to the general fund and [~~\$67.00~~] \$70.00 out of each [~~\$117.00~~] \$122.00 received to

transportation capital improvements or transportation demand management projects in 2022.

(1) *Repealed by Ord. 2546.*

(2) *Repealed by Ord. 2546.*

(3) Annual employee hours are calculated based on the sum of the four quarterly reports submitted to the Washington State Department of Labor and Industries for the previous year.

(4) It [~~SHALL BE~~] **is** the responsibility of the employer to determine the number of hours worked within the city from these reports. Businesses that did not file quarterly reports with the Washington State Department of Labor and Industries [~~SHALL~~] **must** determine the number of hours worked within the city and demonstrate, if required, to the satisfaction of the finance director, that the number of employee hours worked is correct.

(5) Employers without a full year history [~~WOULD NEED TO~~] **must** estimate the number of employee hours that will be worked in the current [~~CALENDAR~~] year.

(6) *Repealed by Ord. 2839.*

(7) *Repealed by Ord. 2839.*

~~{ (B) REPORTING BY FTE METHOD. A BUSINESS MAY CHOOSE TO CALCULATE ITS ANNUAL LICENSE FEE BASED ON THE NUMBER OF ITS FULL-TIME EQUIVALENT EMPLOYEES. USING THIS METHOD THE ANNUAL BUSINESS LICENSE FEE IS CALCULATED BY MULTIPLYING THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES DURING THE PREVIOUS YEAR BY \$115.00 IN 2019 AND \$117.00 IN 2020. THE CITY SHALL ALLOCATE \$49.00 OUT OF EACH \$115.00 RECEIVED TO THE GENERAL FUND AND \$66.00 OUT OF EACH \$115.00 RECEIVED TO TRANSPORTATION CAPITAL IMPROVEMENTS OR TRANSPORTATION DEMAND MANAGEMENT PROJECTS IN 2019. IN 2020, THE CITY SHALL ALLOCATE \$50.00 OUT OF EACH \$117.00 RECEIVED TO THE GENERAL FUND AND \$67.00 OUT OF EACH \$117.00 RECEIVED TO TRANSPORTATION CAPITAL IMPROVEMENTS OR TRANSPORTATION DEMAND MANAGEMENT PROJECTS. }~~

~~(1) REPEALED BY ORD. 2546.~~

~~(2) REPEALED BY ORD. 2546.~~

~~(3) REPEALED BY ORD. 2546.~~

~~(4) REPEALED BY ORD. 2546.~~

~~(5) REPEALED BY ORD. 2546.~~

~~(6) THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES SHALL BE BASED ON THE SUM OF THE FULL-TIME EMPLOYEES IN THE FOUR QUARTERLY REPORTS SUBMITTED TO THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES FOR THE PREVIOUS YEAR DIVIDED BY FOUR.~~

~~(7) IT SHALL BE THE RESPONSIBILITY OF THE EMPLOYER TO DETERMINE THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES WORKING WITHIN THE CITY FROM THESE REPORTS. BUSINESSES THAT DID NOT FILE QUARTERLY REPORTS WITH THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES SHALL DETERMINE THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES WORKING IN THE CITY AND DEMONSTRATE, IF REQUIRED, TO THE SATISFACTION OF THE FINANCE DIRECTOR, THAT THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES IS CORRECT.~~

~~(8) FOR BUSINESSES WITH EMPLOYEES WHO WORK LESS THAN 1,920 HOURS PER YEAR (THE WORK HOUR FIGURE USED BY THE WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES) THE TOTAL NUMBER OF HOURS WORKED BY ALL SUCH EMPLOYEES DURING THE FOUR QUARTERS OF THE PREVIOUS YEAR SHALL BE ADDED TOGETHER AND DIVIDED BY 1,920 TO DETERMINE THE FULL-TIME EMPLOYEE EQUIVALENCY.~~

~~(9) EMPLOYERS WITHOUT A FULL YEAR HISTORY WOULD NEED TO ESTIMATE THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES THAT WILL WORK IN THE CITY FOR THE CURRENT CALENDAR YEAR.~~

~~(10) Repealed by Ord. 2839.~~

~~(11) Repealed by Ord. 2839.~~

(C) If at any time during the year it appears that the number of employee hours worked [~~OR IF USING THE FTE METHOD~~

~~THE NUMBER OF EMPLOYEES~~ was under-reported at the time of application or renewal, an additional license fee and a penalty on the additional license fee ~~[SHALL BE]~~ **is** due. The penalty ~~[SHALL BE]~~ **is** equal to twenty percent (20%) per annum of the additional fee, plus any accounting, legal, or administrative expenses incurred by the city in determining the under-reporting or in collecting the tax and penalty.

(D) The license fee for a business required to be licensed under this chapter and not located within the city's corporate limits ~~[SHALL BE]~~ **is also** calculated based upon the number of employee hours ~~[WORKED OR THE NUMBER OF FULL-TIME EQUIVALENT EMPLOYEES]~~ **who worked** within the city, **as described in subsection (A)**, but in no event ~~[SHALL]~~ **may** the license fee **due** be **stated as** less than the minimum fee set forth in ~~[THIS CHAPTER]~~ **subsection (E) of this section.**

(E) Businesses doing business in the city that have no employees physically working within the city ~~[SHALL]~~ **must** pay the minimum license fee required under this chapter.

(F) The minimum fee for any license issued under this chapter ~~[SHALL BE \$115.00 IN 2019 AND \$117.00 IN 2020]~~ **is** **\$119.00 in 2021 and \$122.00 in 2022.**

(1) Exemptions. The following entities may claim an exemption from the **city's** license **application** ~~[OR]~~ **and**

renewal fees~~s~~, but if so exempt under this subsection such entities ~~[SHALL]~~ must still register and obtain a city business license under this chapter, unless otherwise indicated.

(a) Any nonprofit entity exempt from taxation under ~~[26 U.S.C. SEC. 501(c)(3)]~~ a provision of 26 U.S.C. § 501(c), provided they submit a copy of their Internal Revenue Service tax exemption status determination letter ~~[UPON FURNISHING PROOF TO THE FINANCE DIRECTOR OF ITS NONPROFIT STATUS.]~~

(b) Governmental entities that engage solely in activities which are not exclusively governmental, such as some activities of a hospital or medical clinic.

(c) A nonprofit ~~[BUSINESS]~~ organization operated exclusively for a religious purpose ~~[THAT FILES WITH THE CITY A COPY OF ITS CURRENT IRS 501(C)(3) EXEMPTION CERTIFICATE ISSUED]~~ and deemed by the Internal Revenue Service as exempt from federal taxation under 26 U.S.C § 501(c)(3), even without the issuance of a tax exemption determination letter, is fully exempt from all requirements of this chapter. Such a religious organization conducting any actual commercial business activity beyond their core religious purpose is fully liable for complying with all

licensing requirements of this chapter for such other business activities.

(d) Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, or occupation, but are organized to provide civic, service or social activities in the city. Examples of such organizations may include but are not limited to: Soroptimists; Kiwanis; Lions; Rotary; American Legion; children's and adults' athletic organizations; and similar types of groups, clubs or organizations.

(e) For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city, shall submit a business license registration to the director or designee, **but be exempt from the city license fee therefor.** The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

(G) The annual license fee [~~SHALL BECOME~~] **is due on or before the license expiration date.** [~~AND PAYABLE ON JANUARY 1ST OF EACH CALENDAR YEAR. THE BUSINESS LICENSE FEE SHALL NOT BE PRORATED FOR ANY PART OF ANY YEAR.~~]

(H) A licensee may request that the city refund that portion of the annual business license overpaid on the basis that the business miscounted the number of employee hours worked [~~OR THE NUMBER OF EMPLOYEES~~]. The request must be in writing and the city must receive the request and all supporting payroll documentation no later than 60 days after the end of the licensee's fiscal year in which the error was made. If the finance director is satisfied that the business paid an excess business license fee, then the city will refund the excess fee paid by the business during either the current [~~CALENDAR~~] license year or no further than one prior [~~CALENDAR~~] license year past.

(I) Payment made directly to the city by check shall not be deemed a payment of the fee unless and until the same has been honored in the usual course of business, nor shall acceptance of any such check operate as an acquittance or discharge of the fee unless and until the check is honored. Any person who submits a business license fee payment by check to the city pursuant to the provisions of this chapter shall be assessed a NSF fee set by the finance director if the check is returned unpaid by a bank or other financial institution for insufficient funds in the account or for any other reason.

Payment by check submitted to the Business Licensing Service

will be subject to applicable rules adopted by the Washington State Department of Revenue.

(J) If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, the person shall not be granted a license for the current period until the delinquent license fee, together with penalties, has been paid in full. Any license fee due and unpaid under this chapter and any penalties thereon shall constitute a debt to the city and may be collected in court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

Section 10. Amendment of Subsection. RMC 5.04.084, Temporary Employees, is hereby amended to read as follows:

5.04.084 [~~TEMPORARY EMPLOYEES~~] Employees provided by a temporary employment service agency.

(A) The following provisions shall apply to businesses engaged in the practice of providing temporary employees or workers ("temporary agencies") to businesses located within the city and to businesses located within the city which utilize the services of such employees or workers:

(1) Temporary agencies located within the city shall include all temporary employees and workers placed with

businesses located within the city in calculating the number of employee hours worked in addition to employees described under RMC 5.04.030 (C) ;

(2) Temporary agencies located outside the city which place temporary employees or workers with businesses located within the city shall include all such temporary employees and workers in calculating the number of hours worked by their employees;

(3) Businesses located within the city which utilize temporary employees or workers provided by a temporary agency shall not include the temporary employees or workers in calculating the number of their employee hours;

(4) Temporary agencies placing temporary employees and workers within the city shall calculate the number of hours worked by such employees and workers in the manner provided by RMC 5.04.080 (A) ;

(5) In addition to submitting an initial business license application or subsequent renewal application to the Business Licensing Service, all businesses located within the city which use temporary employees or workers furnished by a temporary agency [~~SHALL~~] must separately report directly to the city finance director [~~INDICATE~~] the number of employee hours worked by such temporary staff using the formula set

forth in RMC 5.04.080(A) and further indicate the names and addresses of the temporary agencies furnishing said employees or workers. Failure to so report the number of hours worked by temporary employees or workers or the names and addresses of the agencies furnishing said employees or workers ~~[SHALL]~~ **will** result in the city ~~[IMPOSITION]~~ **imposing** ~~OF~~ a penalty equal to ten percent (10%) of the company's total business license fee. In addition, failure to report may result in revocation, suspension, or denial of the business license.

Section 11. Amendment of Subsection. RMC 5.04.085, Penalty for Late Payment - Interest, is hereby amended to read as follows:

5.04.085 Penalty for late payment - Interest.

(A) For each payment due, if such payment is not made by the due date, ~~[THERE SHALL BE ADDED]~~ **the city will impose its own set of** penalties, **in addition to those provided for in 5.04.090,** as follows:

(1) ~~[A PENALTY OF F]~~**F**ifty (50) percent of the **total** license fee due **for any** ~~[SHALL BE IMPOSED FOR EACH]~~ payment or portion thereof that is received or postmarked after ~~[FEBRUARY 15TH OR THE NEXT BUSINESS DAY]~~ **license expiration.**

~~[(2) A PENALTY OF ONE HUNDRED (100) PERCENT OF THE LICENSE FEE DUE SHALL BE IMPOSED FOR ANY PAYMENT OR PORTION~~

~~THEREOF THAT IS RECEIVED OR POSTMARKED AFTER MARCH 15TH OR THE
NEXT BUSINESS DAY.]~~

(B) The finance director is authorized, but not obligated, to waive all or any portion of the city imposed penalties and interest provided herein in the event that the director determines that the late payment was the result of excusable neglect or extreme hardship.

Section 12. Amendment of Subsection. RMC 5.04.090, Display of License - Renewal - Transfer, is hereby amended to read as follows:

5.04.090 Display of license - Renewal - Transfer.

(A) Display of License. Every license granted under this chapter ~~SHALL~~ must be posted in a conspicuous place in the place of business of the licensee for which it was issued. No person ~~SHALL~~ may allow any license to remain posted, displayed, or used after the period for which it was issued has expired, or when it has been suspended or revoked, or for any other reason has become ineffective.

(B) Renewal. Each license [~~GRANTED SHALL~~] expires on the date established by the Business Licensing Service (BLS), and must be renewed on or before that date in order to continue engaging in business in the city under that license [~~EXPIRE AT THE END OF THE CALENDAR YEAR IN WHICH IT IS ISSUED. EACH~~

~~LICENSEE SHALL BE RESPONSIBLE TO RENEW THE LICENSE FOR EACH ENSUING CALENDAR YEAR.]~~

(1) The application to renew a license must be submitted to BLS, and must include all information required to renew each license involved, the total fees due for all licenses, and the renewal application handling fee required by RCW 19.02.075.

(2) The license term and respective fee amount may be prorated as necessary to synchronize the license expiration with the expiration of the business license account maintained by BLS.

(3) Failure to complete the renewal by the license expiration will incur the late renewal penalty required by RCW 19.02.085 in addition to all other fees due.

(4) Failure to complete the renewal of the license within 120 days after the license expiration will result in the cancellation of the license, and will require submitting a new application as provided by this chapter to continue engaging in business in the city.

(C) Nontransferability. Any license issued under and by virtue of the provisions of this chapter ~~[SHALL BE]~~ is personal and nontransferable. A person may not allow another person to engage in business in the city under their license,

and no person may engage in business in the city under another person's license.

(D) New Location Desired. A licensee [~~SHALL HAVE THE RIGHT TO~~] may change the location of the licensed business, provided the Business Licensing Service is notified sufficiently prior to the change to allow the city to review and approve the change. Business may not commence at the new location until the change is approved by the city. A change of location may require the submission of a new application, as provided for in this chapter [~~CONFIRMATION OF THE LEGALITY OF THE BUSINESS ACTIVITY AT THE NEW LOCATION IS OBTAINED BY THE FINANCE DIRECTOR.~~]

(E) *Repealed by Ord. 2839.*

(F) Change in Ownership. In the event of the sale of a business, the new owner must obtain their own license for the business, as provided for in this chapter. The new owner may not commence business in the city under the acquired business until the issuance of the business license.

Section 13. Amendment of Subsection. RMC 5.04.100, Notification of Exemption or Termination of Business Activities, is hereby amended to read as follows:

5.04.100 Notification of exemption or termination of business activities.

(A) Every person who has obtained a business license required by this chapter and who thereafter ceases to engage in business within the city shall, prior to the end of the calendar year during which business operations have been terminated, must, at least by the current expiration date of the license, notify the ~~[FINANCE DIRECTOR IN WRITING]~~ Business Licensing Service that business activities have ceased. Any business for which a license has been issued ~~[SHALL BE]~~ is presumed to continue in operation within the city unless notice of termination of business activities has been given as provided above, and respective penalties may be imposed, and other enforcement proceedings may be commenced ~~[ON THE BASIS OF]~~ based on such presumption.

(B) Every person who engages in a business in the city, and which is exempt from all the licensing provisions of this chapter under federal, state, and/or local laws, ~~[SHALL]~~ must notify the finance director in writing of the existence of their business in the city, their exemption from the license requirements, and the basis for ~~[THE]~~ that exemption.

(C) Any business ~~[WHICH IS]~~ exempt from the provisions of this chapter or which has terminated its business activities in the city ~~[SHALL]~~ is not ~~[BE]~~ entitled to a

refund of any portion of the city license fee paid to the city under this chapter.

Section 14. Amendment of Subsection. RMC 5.04.130, Exemptions, is hereby amended to read as follows:

5.04.130 Exemptions.

(A) The provisions of this chapter shall not apply to:

(1) Any instrumentality of the United States, the State of Washington, or political subdivision thereof with respect to the exercise of governmental functions;

(2) Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meat or any farm produce or edibles raised, caught, produced or manufactured by such person in the state;

(3) *Repealed by Ord. 2546;*

(4) Any apartment or condominium, residential rental or leasing activity which does not involve more than four residential units at any one location within the city, provided that if any such single rental property includes five or more separate dwelling units the person offering such a property for rent must obtain a business license as otherwise required by this chapter.

(5) Any insurance producer who represents insurance companies or sells insurance to the public and is properly licensed by the state;

(6) Newspaper carriers under the age of 18;

(7) Any person, business, enterprise, firm, or corporation which the city is forbidden to license or tax under state or federal law;

(8) Businesses that do not engage in other business activities within the city limits but are merely complying with destination-based sourcing rules as outlined in the National Streamlined Sales Tax (SST) Agreement; or

(9) Community special events that are sponsored by the city and that are open to the public without the payment of an admission fee are exempt from the requirement to obtain a business license. In addition, no business license shall be required for dealers, vendors, entertainers, instructors, and others with whom the city or any co-sponsor contracts to provide goods or services at the event. As used in this subsection, "community special event" means the following events sponsored or co-sponsored by the city: Derby Days, Redmond Lights, ~~[THE DIGITAL ARTS FESTIVAL, THE ARTS IN THE PARK SERIES, THE COMMUNITY LECTURE SERIES, PET FAIR, THE SPRING GARDEN FAIR, THE HOLIDAY CRAFT MARKET,]~~ Health Fair,

Redmond Bike Bash, City of Redmond Poet Laureate, So Bazaar Night Market, Artist-in-Residence, Welcoming Week and the Redmond Senior Center Outdoor Music Series.

Additional city-sponsored community special events that are open to the public without the payment of an admission fee may be added to this list with approval of the event-sponsoring department and the Finance Director. The City Council will be notified of changes to the list of free city-sponsored community events.

(10) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license.

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person

or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the city.

(e) Attending, but not participating in a "trade show" or "multiple vendor events." Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the city.

(11) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the city. Such activities do not include those in subsection (10).

Section 15. Amendment of Subsection. RMC 5.04.140, Criteria for Denial, Suspension or Revocation of License, is hereby amended to read as follows:

5.04.140 Criteria for denial, suspension or revocation of license.

(A) The finance director may deny issuance of a business license to any applicant or suspend or revoke any and all business licenses of any holder when such person, or any other person with any interest in the application or license:

(1) Knowingly violates or knowingly causes, aids, abets, or conspires with another to cause any person to violate any state, federal, or city law which may affect or relate to the applicant or license holder's business, except for federal statutes, rules and regulations relating to marijuana that are in conflict with state law, as long as the applicant or person with interest in the application has a current state license to operate a marijuana facility;

(2) Has obtained a license or permit by fraud, misrepresentation, concealment, or through inadvertence or mistake;

(3) Is or has been convicted of, forfeits bond upon, or pleads guilty to any felony offenses directly related to the operation of the applicant's or license holder's business unless the offense relates to marijuana and the applicant has a current state license to operate a marijuana facility;

(4) Makes a misrepresentation or fails to disclose a material fact to the city related to any of the obligations set forth in this chapter;

(5) Violates any building, safety, fire or health regulation on the premises in which the business is located after receiving warning from the city to refrain from such violations;

(6) Is in violation of a zoning regulation of the city;

(7) Is indebted or obligated to the city for past due taxes excluding special assessments such as LID assessments.

(8) Fails to maintain the license in good standing status with the city.

Section 16. Amendment of Subsection. RMC 5.05.020,
Additional Business License Requirement for Public Massage or
Reflexology Establishment, is hereby amended to read as follows:

**5.05.020 Additional business license requirement for public
massage or reflexology establishment.**

(A) Any individual who applies for a business license for a public massage establishment must, in addition to meeting the licensing requirements of Chapter 5.04, provide **directly to** the **city** finance director [~~WITH~~] evidence that

the individual has received a state of Washington massage practitioner's license pursuant to RCW Chapter 18.108, which license shall be current and in effect unless such person is exempt from the state license requirement. **The application for a city business license under Chapter 5.04 must state specifically the applicant intends to operate the business as a public massage establishment.** Additionally, any individual rendering services at the public massage establishment must also possess a state of Washington massage practitioner's license.

(B) Any individual who applies for a business license for a public reflexology establishment must, in addition to meeting the licensing requirements of Chapter 5.04, provide **directly to** the **city** finance director [~~WITH~~] evidence that the individual has received a state of Washington reflexology certification pursuant to RCW Chapter 18.108, which certification shall be current and in effect unless such person is exempt from the state license requirement. **The application for a city business license under Chapter 5.04 must state specifically the applicant intends to operate the business as a public reflexology establishment.** Additionally, any individual rendering services at the public reflexology

establishment must also possess a state of Washington reflexology certification.

Section 17. Amendment of Subsection. RMC 5.08.020, License Required - Exceptions, is hereby amended to read as follows:

5.08.020 License required - Exceptions.

(A) Any person seeking to engage in business as a peddler, solicitor, or canvasser shall first obtain a peddler, solicitor, or canvasser license as provided for in this chapter. The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

(B) Exceptions. No person shall be required to take out a license or pay a fee:

(1) For the peddling of local newspapers;

(2) For the peddling of fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured by such person in any place in this state;

(3) When that person, after having been specifically requested by another to do so, calls upon that other person for the purpose of displaying goods, literature or giving information about any article, thing, product or service;

(4) When that person is acting in his or her capacity as a member of a charitable, religious or nonprofit organization or corporation which has received tax exempt status under 26 U.S.C. Sec. 501(c)(3) or other similar civic, charitable or nonprofit organizations;

(5) When a person is engaged in political or other First Amendment speech or solicitation; or

(6) When that person's peddling or solicitation consists exclusively of the solicitation of order(s) to be filled solely by interstate shipment on behalf of businesses that do not maintain a place of intrastate business in the state of Washington.

Section 18. Amendment of Subsection. RMC 5.10.010, License Required, is hereby amended to read as follows:

5.10.010 License required.

It is unlawful for any person, firm or corporation to engage in the business of pawnbroker within the city without first obtaining a license pursuant to the provisions of this chapter. The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 19. Amendment of Subsection. RMC 5.12.020,
Additional Business License Requirement for Private Detective
Agencies, is hereby amended to read as follows:

**5.12.020 Additional business license requirement for private
detective agencies.**

Any person who applies for a business license for a
private detective agency must, in addition to meeting the
requirements of Chapter 5.04, provide directly to the city
finance director [~~WITH~~] evidence that the person has a current
state of Washington private detective agency license pursuant
to RCW Chapter 18.165. Copies of state licenses for the
private detective agency [~~SHALL~~] must be filed with the city
finance director [~~AT THE TIME OF~~] before the city business
license application can be approved.

Section 20. Amendment of Subsection. RMC 5.12.030,
Additional Business License Requirement for Private Security
Companies, is hereby amended to read as follows:

**5.12.030 Additional business license requirement for private
security companies.**

Any person who applies for a business license for a
private security company must, in addition to meeting the
requirements of Chapter 5.04, provide directly to the city
finance director [~~WITH~~] evidence that the person has a current

state of Washington private security company license pursuant to RCW Chapter 18.170. Additionally, any individual employed as a private security guard by a private security company must possess a current state of Washington private security guard license. Copies of state licenses for the private security company ~~[SHALL]~~ **must** be filed with the **city** finance director ~~[AT THE TIME OF]~~ **before the city** business license application **can be approved.**

Section 21. Amendment of Subsection. RMC 5.16.010, King County Regulations Adopted by Reference, is hereby amended to read as follows:

5.16.010 King County regulations adopted by reference.

Chapter 6.64 of the King County Code entitled "**For-Hire Transportation - ~~[TAXIS]~~ Taxicabs, For-Hire Vehicles, For-Hire Drivers and Transportation Network Companies**", ~~[BUSINESSES AND DRIVERS,"]~~ including all future amendments, is adopted by reference as if set forth in full herein; provided, that any references to unincorporated King County in Section~~[S]~~ 6.64.010 ~~[AND 6.64.020,~~] as well as any other sections pertaining to the application of the ordinance codified in this chapter, shall be changed to refer to the City of Redmond.

Section 22. Amendment of Subsection. RMC 5.20.020, License Required - Fees - Payment, is hereby amended to read as follows:

5.20.020 License required - Fees - Payment.

(A) It is unlawful for any person, firm or corporation to operate or conduct a cabaret dance within the city without first having obtained and being the holder of a valid and subsisting license to do so, to be known as a "Cabaret Dance License." The fee for any such cabaret dance license shall be set by council resolution. The entire annual license fee shall be payable for the applicable calendar year regardless of when the application for license is made and shall not be prorated for any part of the year. Annual license renewals shall be payable in full on February 1st of each subsequent calendar year of operation. The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

(B) No license to conduct a cabaret dance shall be granted unless the applicant therefor is of good moral character.

Section 23. Amendment of Subsection. RMC 5.22.020, License Required - Fee - Renewals, is hereby amended to read as follows:

5.22.020 License required - Fee - Renewals.

(A) It is unlawful for any person to conduct a public dance within the city without first having obtained and being the holder of a valid and subsisting license for such activity, to be known as a public dance license; provided, however, that any holder of a valid and current cabaret license shall be exempt from the license provisions of this chapter. The annual fee for a public dance license shall be set by council resolution.

(B) The entire annual license fee shall be paid for the applicable calendar year regardless of when the application for license is made, and shall not be prorated for any part of the year. Annual license renewals shall be obtained and paid in full by February 1st of each calendar year.

(C) There shall be assessed and collected by the finance director an additional charge computed as a percentage of the license fee, on renewal applications not made, including payment of the required fee, on or before January 31st of each calendar year. The amount of said additional charge shall be set by council resolution.

(D) The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 24. Amendment of Subsection. RMC 5.36.030, License Required, is hereby amended to read as follows:

5.36.030 License required.

It is unlawful for any person, firm or corporation to place for operation, or any person, firm or corporation to operate within the city any music box, as herein defined, without first having obtained and being the holder of a valid and subsisting license in accordance with the provisions of this chapter. The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 25. Amendment of Subsection. RMC 5.52.040, License - Required, is hereby amended to read as follows:

5.52.040 License - Required.

(A) No person shall conduct, operate or maintain a public bathhouse without first obtaining a license as provided in this chapter.

(B) No person shall act as a public bathhouse attendant without first obtaining a license as provided in this chapter.

(C) The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 26. Amendment of Subsection. RMC 5.56.020, License

- Required, is hereby amended to read as follows:

5.56.020 License - Required.

It is declared to be essential to the public interest that no person shall be authorized or permitted to operate a tow truck business within the city limits of Redmond unless such person shall be the holder of a valid license to do so, issued by the city. The license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 27. Amendment of Subsection. RMC 5.60.030,

Franchise Required, is hereby amended to read as follows:

5.60.030 Franchise required.

No person may construct or operate a cable communications system within the rights-of-way of the city without a properly granted franchise awarded pursuant to this chapter, which franchise must be in full force and effect. To the extent permitted by law, all requirements herein with respect to or connected directly or indirectly a cable system shall also apply to an OVS franchise and OVS system and any process related thereto. The franchises required by this chapter are separate from and in addition to the business

license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 28. Amendment of Subsection. RMC 5.68.070, License Required, is hereby amended to read as follows:

5.68.070 License required.

(A) It is unlawful for any person to operate an adult entertainment facility unless that person is the holder of a valid adult business license issued by the finance director under this chapter.

(B) It is unlawful for any person to work as a manager in an adult entertainment facility unless that person is the holder of a valid manager's license issued by the finance director under this chapter.

(C) It is unlawful for any person to work or perform as an entertainer in an adult entertainment facility unless that person is the holder of a valid entertainer's license issued by the finance director under this chapter.

(D) It is unlawful for any person to work or perform as an escort unless that person is the holder of a valid entertainer's license issued by the finance director under this chapter.

(E) It is unlawful for any person to work or perform as a nude or semi-nude model in an adult entertainment facility

unless that person is the holder of a valid entertainer's license issued by the finance director under this chapter.

(F) It is unlawful for the owner or operator of an adult entertainment facility to employ a person to work as a manager at the adult entertainment facility unless that person is licensed as a manager under this chapter.

(G) It is unlawful for the owner or operator of an adult entertainment facility to employ a person to work or perform as an entertainer at the adult entertainment facility unless that person is licensed as an entertainer under this chapter.

(H) It is unlawful for the owner or operator of an adult entertainment facility to employ a person to work or perform as an escort unless that person is licensed as an escort under this chapter.

(I) It is unlawful for the owner or operator of an adult entertainment facility to employ a person to work or perform as a nude or semi-nude model unless that person is licensed as a nude or semi-nude model under this chapter.

(J) The licenses required by this chapter are separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.

Section 29. Amendment of Subsection. RMC 5.75.030,
Telecommunications Business License Required, is hereby amended to
read as follows:

5.75.030 Telecommunications business license required.

(A) All cable operators, telecommunications carriers,
and telecommunications providers who offer or provide any
cable service or telecommunications service for a fee
directly to the public, either within the city, or outside
the corporate limits, from cable or telecommunications
facilities within the city shall, on an annual basis, apply
for and obtain a telecommunications business license and
occupation registration from the city pursuant to this
chapter on forms to be provided by the city, which shall
include the following:

(~~A~~1) The identity and legal status of the applicant,
including any affiliates;

(~~B~~2) The name, address, telephone number, and title of
the officer, agent or employee responsible for the accuracy
of the telecommunications business registration application
statement;

(~~C~~3) A description of applicant's existing or proposed
facilities within the city;

(~~D~~4) A description of the service that the applicant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the city, or to those outside the city limits using facilities located within the city;

(~~E~~5) Information sufficient to determine whether the applicant is subject to the public way permitting and/or franchising requirements imposed by Chapters 5.60 and 12.14 RMC;

(~~F~~6) Information sufficient to determine whether the transmission, origination or receipt of the services provided or to be provided by the applicant constitutes an occupation or privilege subject to any municipal telecommunications tax, utility tax or other occupation tax imposed by the city;

(~~G~~7) Information sufficient to determine that the applicant has applied for and received any certificate of authority required by any federal or state agency to provide telecommunications services or facilities within the city; and

(~~H~~8) Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the

Federal Communications Commission to provide services or construct facilities within the city.

(B) All persons required to obtain the license issued under this chapter must comply with RMC 12.14.030 and also obtain a city business license issued under Chapter 5.04 RMC.

Section 30. Amendment of Subsection. RMC 5.80.030, License

Required, is hereby amended to read as follows:

5.80.030 License required.

(~~1~~**A**) The operators of all existing shooting sports facilities shall apply for an operating license no later than three months from the effective date of this chapter. If an operating shooting facility is annexed to the City of Redmond, the shooting facility operator shall apply for an operating license no later than three months from the effective date of the annexation. **The operating license required by this chapter is separate from and in addition to the business license issued under Chapter 5.04 RMC, which may also be required when applicable.**

(~~2~~**B**) The operator of each new shooting sports facility shall apply for an operating license at the time of application for building permits or land use permits necessary for the new facility. The application shall be made

on a form prescribed by the administrator and shall include all of the following information:

(~~a~~1) The name, address, and telephone number of the person completing the application;

(~~b~~2) The name, address, and telephone number of the facility;

(~~c~~3) The names, addresses, and telephone numbers of all owners of the facility. If the owner is a partnership, the names, addresses and telephone numbers of all partners. If the owner is a corporation, the names, addresses and telephone numbers of all corporate officers;

(~~d~~4) The name, address, and telephone number of a designated contact person to whom all licensing correspondence, including any notices and complaints provided for in this chapter, shall be sent. It is the responsibility of the shooting sports facility to keep this contact information updated in writing throughout the duration of any license and the owners and operators agree, by submitting an application and obtaining a license, that notice to the contact person at the last address provided to the administrator in writing is proper notice to the owners and operators of the facility;

(~~e~~5) The shooting types allowed or proposed to be allowed at the facility;

(~~f~~6) *Repealed by Ord. 2485;*

(~~g~~7) *Repealed by Ord. 2485;*

(~~h~~8) Whether use of the facility will be open to the public, open only to private membership, open to organizational training such as law enforcement, or any combination of the above;

(~~i~~9) The site plan required by RMC 5.80.080 (A) (3) showing the location of all buildings, parking areas, and access points; safety features of the facility; elevations of any outdoor range showing target areas, backstops or butts; and the approximate location of buildings on adjacent properties;

(~~j~~10) The notarized certification required by subsection (3) of this section;

(~~k~~11) The operations plan required by RMC 5.80.080 (A) (4);

(~~l~~12) The applicant shall pay the non-refundable application fee and license fee established by this chapter at the time of application; and

(~~m~~13) Proof of liability insurance coverage in the amount required by RMC 5.80.080(A)(20) shall be submitted with the license application.

(~~3~~C) Every application for a shooting sports facility operating license shall be accompanied by a notarized certification by the shooting sports facility operator that the facility complies with this chapter, meets commonly accepted shooting facility safety and design practices, and will be operated in a manner that protects the safety of the general public.

(~~4~~D) After receipt of an application for a shooting sports facility operating license, the administrator will make a determination as to whether or not such application is complete. If the application is not complete, the applicant shall be so notified and the application shall not be processed further until such time as the applicant completes it. When the application is complete, the administrator will forward copies of the same to the public safety authority, the City of Redmond Planning and Community Development Department, and any other city department or city personnel deemed appropriate by the administrator in order to determine whether the shooting sports facility meets the requirements of this chapter and any other applicable city ordinance or

regulation. Each consulted department or staff member shall review the application for compliance with regulations administered by that department or staff member and shall forward a report to the administrator containing the results of that review. The administrator may request additional information from the license applicant as necessary to review the license application; provided, that such additional information is solely of a type required for clarification of responses to subsections (2)(a) through (2)(m) and (3) of this section.

(~~5~~E) By applying for and as a condition of issuance of a shooting sports facility operating license, the shooting sports facility operator agrees to permit representatives of the public safety authority and any other appropriate city personnel to enter the facility at all reasonable times in order to perform site inspections in regard to licensure or any public safety concerns. Prior notification of such inspections will be given to the operator when reasonably possible.

(~~6~~F) The administrator shall issue a shooting sports facility operating license upon determining that the facility meets the requirements of this chapter and other applicable city ordinances and regulations. The administrator shall make

that determination after receiving the reports of the public safety authority and other consulted city departments and city personnel and only if the public safety authority and such consulted departments and personnel determine that the application and the facility are in full compliance with this chapter and any other applicable city ordinances or regulations. The license shall ordinarily be issued within thirty days of the filing of a complete application. Failure to issue the license within the thirty-day period shall not, however, mean that the license is approved. In the event that the administrator is unable to issue the license within the thirty-day time period, the administrator shall provide a report to the license applicant stating the reasons why the license will not or has not been issued within the prescribed time. The report shall also provide an estimate of time for completion of the licensing process.

(~~7~~G) The shooting sports facility operating license issued under this chapter shall authorize only those shooting types that have been specifically applied for and that are identified in the license. The addition of new shooting types or the addition of a new range or ranges for existing shooting types at a shooting sports facility shall require amendment of the existing license before any such new shooting type is

allowed. This section shall not relieve the applicant of any obligation to obtain any other required business license, land use, fire safety, or building permits or approvals, except shooting sports facilities in operation prior to the effective date of this chapter shall not be required to seek new land use, fire safety or building permits solely for issuance of a license. All facilities licensed under this subsection must conform to or abide by the City of Redmond's business license requirements as described in Chapter 5.04 RMC.

(~~§H~~) This chapter shall not apply to shooting sports facilities owned or operated by any instrumentality of the United States, State of Washington, or a political subdivision of the State of Washington.

Section 31. Amendment of Subsection. RMC 12.14.030, Business License Required, is hereby amended to read as follows:

12.14.030 Business License Required.

A City of Redmond Business License as issued under the provisions of Chapter 5.04 RMC, [~~SHALL BE~~] is required, and all other terms and conditions of this Chapter must be adhered to by all Telecommunications providers.

Section 32. 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 33. Effective date. This ordinance shall become effective March 18, 2021, after a 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 _____, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-027
Type: Consent Item

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

| | | |
|--------------|-------------|--------------|
| Public Works | Dave Juarez | 425-556-2733 |
|--------------|-------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|----------------|----------------------------------|
| Public Works | Emily Flanagan | EUSD Sr. Engineer |
| Public Works | Steve Hitch | Interim EUSD Engineering Manager |
| Public Works | John Mork | Construction Project Manager |

TITLE:

Acceptance of King County Flood Control District (KCFCD) - 2020 Flood Reduction Grant in the Amount of \$175,000 for the Willows Road Culvert Replacements Project, No. 20021715

OVERVIEW STATEMENT:

One component of the Willows Road Culvert Replacement project is replacing an old and undersized culvert carrying Gun Club Creek under Willows Road with a larger box culvert meeting current capacity and fish passage standards. This KCFCD grant will provide partial funding for construction, scheduled for summer 2021.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Stormwater CIP
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
Per the City Purchasing Policies and Procedures, the Council provides authorization for the Mayor or designee to sign grant agreements.

OUTCOMES:

The Willows Road Culvert Replacement project will replace the Gun Club Creek culvert and another aging and undersized culvert carrying Willows Creek. The replaced culverts will improve flow capacity and fish passage under

Willows Road. Both culverts will be funded from a combination of grant and Stormwater CIP funds. The KCFCF grant that Council is being asked to accept will provide partial funding for the construction of the Gun Club Creek culvert. The award of bid for this project is also coming before the Council at this meeting in a separate memo.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Ongoing
- **Outreach Methods and Results:**
Project web page on City of Redmond website, SEPA Determination sent to stakeholders in November 2019, and Construction sign will be posted on-site.
- **Feedback Summary:**
No feedback to date

BUDGET IMPACT:

Total Cost:

The grant amount is for \$175,000.

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

Budget Offer Number:

169 (2019-2020)

CIP (2021-2022)

Budget Priority:

Clean and Green (2019-2020)

Healthy and Sustainable (2021-2022)

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

If yes, explain:

N/A

Funding source(s):

Willows Creek Culvert:

2018 Washington State RCO - \$400,000

2018 KCFCF - Flood Reduction Grant - \$175,000

2020 KCFCF - Sub-regional Opportunity Fund - \$207,837

Gun Club Creek Culvert:

2019 KCFCF - Sub-regional Opportunity Fund - \$201,489

2021 KCFCF - Sub-regional Opportunity Fund - \$204,733

2020 KCFCF - Flood Reduction Grant - \$175,000 (This Grant)

Stormwater CIP - \$1,864,259

Total Project Cost - \$3,228,318

Budget/Funding Constraints:

KCFCD funds must be expended by December 31, 2022.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|-------------------|
| 11/20/2018 | Business Meeting | Approve |
| 5/21/2019 | Business Meeting | Approve |
| 1/21/2020 | Business Meeting | Approve |
| 12/1/2020 | Business Meeting | Approve |
| 2/9/2021 | 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:

This KCFCD grant will support construction scheduled for summer 2021.

ANTICIPATED RESULT IF NOT APPROVED:

If this agreement is not approved, the City would lose the grant funding from KCFCD and construction could be delayed.

ATTACHMENTS:

Attachment A: Grant Agreement

Attachment B: Project Map

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of Redmond** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2022**.

Project Contacts:

Contact for King County – Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Contact for Recipient – Emily Flanagan, Senior Surface Water Engineer, 425-556-2707,
Eflanagan@redmond.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 6, 2019, the Board passed Resolution FCD2019-13, which authorized an allocation of \$3,280,201 from the District’s 2020 budget to fund flood reduction projects; and
- 1.4 Whereas, on September 9, 2020 the District’s Board of Supervisors passed Resolution FCD2020-19, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be

funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District's Board of Supervisors approved funding of Recipient's application for the project ("Project"), as described in Attachment A to Resolution FCD2020-19 in the amount of **\$175,000** ("Award"); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient's application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2020-19, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$175,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2020-19. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one- time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form unless a more detailed final report is specified in the scope of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2022**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.

- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

EXHIBIT A: PROJECT DESCRIPTION

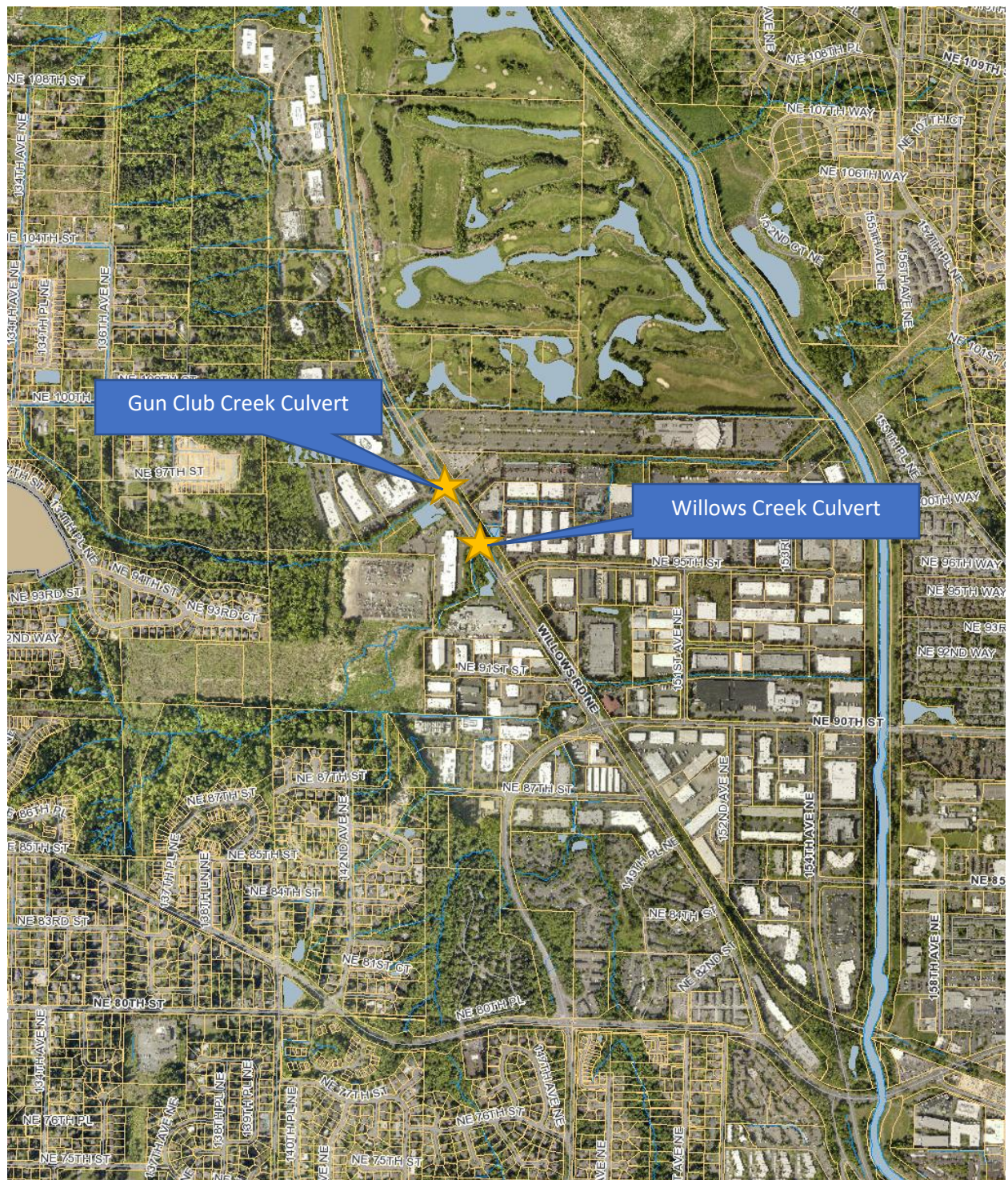
| PROJECT NAME | RECIPIENT | DESCRIPTION | LEVERAGE | AWARD |
|--|-----------------|--|-----------|-----------|
| Gun Club Creek Culvert Replacement at Willows Road | City of Redmond | The culvert where "Gun Club Creek" flows under Willows Road will be replaced with a 10' wide x 4' high, 105' long concrete box culvert, meeting current standards for capacity and fish passage. The culvert will be bedded with cobble and streambed sediment engineered to remain stable in modelled flows. The existing "Gun Club Creek" culvert is an old and undersized (36" wide x 22" high) corrugated metal pipe arch culvert. | \$709,500 | \$175,000 |

EXHIBIT B: SCOPE OF WORK

| TASKS | ACTIVITIES AND DELIVERABLES | APPROX. PERCENT OF AWARD REQUEST | MONTH/YEAR TASK WILL BE COMPLETED |
|---|--|----------------------------------|-----------------------------------|
| Task 1: Project Administration (Required task) | Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request. | | June, 2022 |
| Task 2: | Permitting: consultant team coordinated with agencies and interested parties, updating the design as needed to secure all permits necessary for construction | | March, 2019 (complete) |
| Task 3: | Final design: consultant team completed final plans, specifications and estimate in a format suitable for bidding | | March, 2021 (90% complete) |
| Task 4: | Bidding: select a contractor through competitive bid process | | April, 2021 |
| Task 5: | Construction: contractor will replace an existing undersized culvert with a new box culvert, relocating existing utilities as needed and restoring roadway and sidewalks | 100% | December, 2021 |

EXHIBIT C: BUDGET

| BUDGET ITEM | GRANT AWARD REQUEST | FINANCIAL LEVERAGE (not required) | LEVERAGE TOTAL | TOTAL (Grant + Leverage) |
|-----------------------------------|---------------------|-----------------------------------|------------------|--------------------------|
| | | SOURCE NAME | | |
| | | Redmond Storm CIP | | |
| | | AMOUNT | | |
| COMMERCIAL SERVICES AND CREW TIME | \$175,000 | \$709,000 | \$709,000 | \$884,000 |
| TOTAL | \$175,000 | \$709,000 | \$709,000 | \$884,000 |





Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-028
Type: Consent Item

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

| | | |
|-----------|--------------|--------------|
| Executive | Malisa Files | 425-556-2166 |
|-----------|--------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----------|----------------|-------------------|
| Executive | Cheryl Xanthos | City Clerk |
| Executive | Kalli Biegel | Deputy City Clerk |

TITLE:

Confirmation of the Design Review Board Candidate Appointments

OVERVIEW STATEMENT:

Three vacancies exist on the Design Review Board due to the term expirations of Ralph Martin, Kevin Sutton, and Craig Krueger. Staff is requesting Council confirm the appointments of candidates Josiah Cline and Ana Cisneros to fill two of these positions.

Josiah Cline will fill the vacancy left by Ralph Martin, and Ana Cisneros will fill the vacancy left by Kevin Sutton. If confirmed, both terms would expire on March 31, 2024.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Redmond Municipal Code 4.23.030(A) specifies that the appointment of new members to the Design Review Board is subject to confirmation by the Redmond City Council.
- **Council Request:**
N/A
- **Other Key Facts:**
Both candidates were interviewed by the Mayor and city staff and have passed a background check.

OUTCOMES:

If appointed, Josiah Cline and Ana Cisneros will fill two of the three existing vacancies on the City's Design Review Board.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
The Design Review Board vacancies were advertised and open to the public, and all completed applications were considered.
- **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 |
|----------|-----------------|---------------------|
| 2/9/2021 | Special Meeting | Receive Information |

Proposed Upcoming Contact(s)

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

Time Constraints:

These positions are currently vacant.

ANTICIPATED RESULT IF NOT APPROVED:

The Design Review Board may have quorum issues for upcoming meetings. The Mayor would need to interview additional candidates to fill the vacancies.

ATTACHMENTS:

None.



Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-029
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 |
| Finance | Kelley Cochran | 425-556-2748 |

DEPARTMENT STAFF:

| | | |
|------------------------------------|----------------|---|
| Planning and Community Development | Don Cairns | Transportation Planning and Engineering Manager |
| Planning and Community Development | Jeff Churchill | Long Range Planning Manager |
| Finance | Terry Marpert | Real Property Specialist |

TITLE:

Hold a Public Hearing and Adopt an Ordinance Vacating a Portion of NE 70th Street Right-of-Way Lying West of 176th Avenue NE and East of the Western Terminus of NE 70th Street

- a. Ordinance No. 3034: An Ordinance of the City of Redmond, Washington, Vacating a Portion of NE 70th Street Located West of 176th Avenue NE and East of the West Terminus of NE 70th Street, Subject to Reservation of Easements; Establishing the Compensation to Be Paid for Such Vacation; Directing that a Copy of this Ordinance be Recorded with the King County Recorder's Office; and Setting an Effective Date

OVERVIEW STATEMENT:

As part of the Downtown Redmond Link Extension (DRLE), Sound Transit has petitioned the City to vacate a portion of NE 70th Street in Marymoor Village for the purpose of constructing the Southeast Redmond light rail station. Sound Transit will realign and reconstruct NE 70th Street in front of the station as part of the DRLE project and dedicate it to the City at project completion. Consistent with state law, the Council is required to set a public hearing date by resolution, hold a public hearing, and memorialize the vacation through adoption of an ordinance. The street vacation schedule is as follows:

- January 12, 2021: Committee of the Whole briefing (*completed*)
- January 19, 2021: Council adoption of a resolution setting the public hearing date (*completed*)
- February 16, 2021: Public hearing before the City Council and consideration of the vacation ordinance after the public hearing is concluded.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Marymoor Subarea Infrastructure Plan (2017); Comprehensive Plan Policies TR-10 and TR-11
- **Required:**
Pursuant to Chapter 35.79 RCW the City Council must hold a public hearing and is the decision maker for this petition.
- **Council Request:**
N/A
- **Other Key Facts:**
The approach for vacating the existing street right-of-way and subsequently dedicating new street right-of-way is detailed in Letter of Concurrence 22 between the City and Sound Transit. The letter is incorporated into the DRLE Development Agreement executed on August 21, 2019.

OUTCOMES:

Vacating a portion of the existing NE 70th Street right-of-way will enable Sound Transit to construct the light rail station in Marymoor Village.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The City Council set the public hearing on the right-of-way vacation for February 16, 2021 and may consider approval after the hearing is closed.
- **Outreach Methods and Results:**
The City posted notice of the public hearing at three conspicuous locations and at the subject location on or before January 27, 2021. The City also mailed notice of the hearing to all abutting property owners (RCW 35.79.020). Sound Transit has communicated extensively with all affected property owners during its property acquisition process.
- **Feedback Summary:**
Key concerns among affected owners are maintenance of property and business access and provision of utility services during construction. Sound Transit has developed plans to maintain access and utility services during construction.

BUDGET IMPACT:

Total Cost:

The right-of-way vacation has no cost to the City. Sound Transit is compensating the City by reconstructing NE 70th Street in front of the light rail station and dedicating that new right-of-way to the City at the end of the DRLE project.

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

Budget Offer Number:

000240 - Light Rail

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

115 - Development Staffing Agreement

Budget/Funding Constraints:

DRLE Development Agreement

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 11/17/2020 | Business Meeting | Receive Information |
| 1/12/2021 | Committee of the Whole - Planning and Public Works | Receive Information |
| 1/19/2021 | Business Meeting | Approve |

Proposed Upcoming Contact(s)

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

Time Constraints:

Sound Transit must take possession of the portion of NE 70th Street right-of-way to be vacated in order to complete construction, which is scheduled to begin within the next two months.

ANTICIPATED RESULT IF NOT APPROVED:

Construction of the Southeast Redmond station parking garage begins in winter 2021. If the City Council does not approve the right-of-way vacation, the light rail station in Marymoor Village will need to be redesigned, significantly impacting both the project cost and schedule.

ATTACHMENTS:

Attachment A: NE 70th Street Right-of-Way Vacation Supplemental Information

Attachment B: NE 70th Street Right-of-Way Vacation Petition

Attachment C: Ordinance

Exhibit A: Legal Description

Exhibit B: NE 70th Street Future Dedication

Attachment A: NE 70th Street Right-of-Way Vacation Supplemental Materials

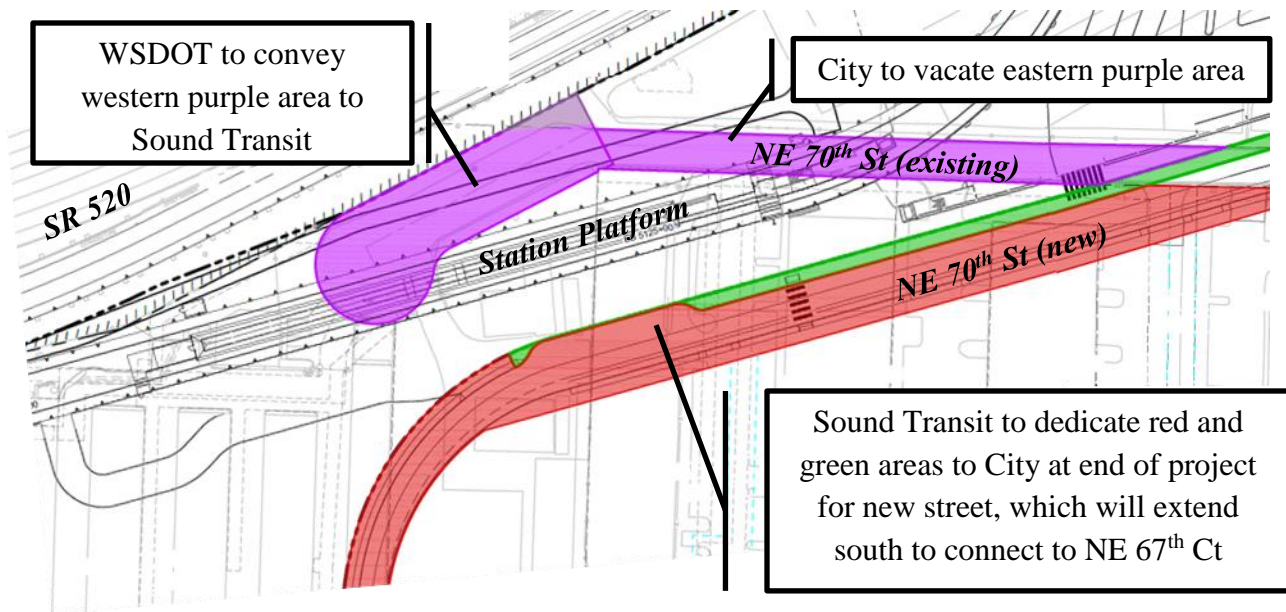
Background

Sound Transit is extending light rail 3.4 miles from the future Redmond Technology Station in Overlake to Downtown Redmond. The extension has two stations: one in the Marymoor Village area of Southeast Redmond with an associated 1,400-stall parking structure, and a terminus station in Downtown Redmond.

As part of the extension, Sound Transit will realign a portion of NE 70th Street in Marymoor Village to accommodate the Southeast Redmond Station and parking structure. One of the required steps in realigning the street is for the City to vacate a portion of the existing ROW.

NE 70th Street Vacation, Temporary Rights, and Future Street Dedication

As part of the Downtown Redmond Link Extension (DRLE), Sound Transit will realign NE 70th Street and extend a new street to the south, 173rd Avenue NE, to facilitate construction of the Southeast Redmond Station and improve circulation in Marymoor Village. The areas of street vacation and dedication are shown in the graphic below.



The vacation of a portion of NE 70th Street ROW is the first in a series of property rights transactions that will ultimately result in Sound Transit dedicating a new segment of NE 70th Street fronting the Southeast Redmond Station. The general sequence of events follows and is further detailed in project Letter of Concurrence (LOC) 22, incorporated by reference into the DRLE Development Agreement approved by the City Council.

1. City vacates portion of NE 70th Street ROW
2. Sound Transit grants temporary utility and public access rights in the existing NE 70th Street alignment to ensure continued provision of utility services and property access during construction
3. Sound Transit grants temporary utility and public access rights in the new NE 70th Street alignment when the new alignment of NE 70th Street and associated utilities are ready for public use

4. Sound Transit deeds the new alignment of NE 70th Street to the City as ROW

The western end of NE 70th Street is operated by the City as a public street but is owned by the Washington State Department of Transportation (WSDOT). Therefore, WSDOT will convey its portion of NE 70th Street to Sound Transit separately. As part of LOC 22, City staff have agreed to send a letter to WSDOT indicating that the City no longer needs the cul-de-sac for public street purposes.

Right-of-Way Vacation Process

Chapter 35.79 RCW requires a municipality's legislative body to make decisions on ROW vacations. The summary process for a ROW vacation is as follows:

1. Adjacent property owners petition the City to vacate the ROW
2. City Council sets hearing date by resolution
3. City provides notice of public hearing
4. City Council holds public hearing
5. City Council acts on vacation ordinance

Sound Transit submitted a petition to vacate a portion of NE 70th Street ROW on May 19, 2020. The petition contains the signatures of more than two-thirds of the adjacent owners as measured in lineal feet. In fact, Sound Transit has acquired property rights for 100 percent of the abutting land. Because the petition meets the two-thirds threshold, under state law, the City Council must, at a future business meeting, adopt a resolution setting a date for a public hearing to consider the petition.

Compensation

State law provides that the City may require adjacent owners to compensate the City in an amount not to exceed one-half of the appraised value of the vacated area. In this instance, Sound Transit will be replacing the existing street ROW with a new, larger street ROW, and improving the ROW according to City standards. Therefore, staff recommends that the new street ROW and improvements be considered compensation for the ROW vacation.

Right-of-Way Vacation Ordinance

The City Council can expect to see the following elements in the NE 70th Street right-of-way vacation ordinance:

- Authorization for the Mayor to vacate the subject right-of-way
- Requirement for Sound Transit to dedicate temporary utility and public access rights
- Statement that the City will accept the new NE 70th Street right-of-way and improvements as compensation
- Authorization for the Finance Department to record the ordinance and quit claim deed
- Setting an effective date tied to the resolution of the eminent domain action for one of the abutting properties

Next Steps

The proposed timeline for the right-of-way vacation is as follows:

- January 12, 2021: Committee of the Whole briefing
- January 19, 2021: Council adopts resolution setting public hearing date
- February 16, 2021: Council holds public hearing

The Council may decide on the right-of-way vacation as soon as the public hearing concludes.

Petition to Vacate a Street, Alley, or Public Easement

Developed for and to be used only for the proposed vacation of a portion of NE 70th St in Southeast Redmond

Contact Information

| | |
|--|---|
| Name of person filing petition (agent): | Central Puget Sound Regional Transit Authority |
| Address: | Rhonda Thomsen, Real Property Project Manager Real Property Division 401 S. Jackson Street Seattle, WA 98104 |
| Email address: | rhonda.thomsen@soundtransit.org |
| Phone: | 206-398-5455 |
| Staff reports, City Council meeting agendas, and the notice of final decision should be provided by (check one): | <input type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/> Both |

Vacation Information

| | |
|--|--|
| Legal description of street, alley, or public easement to be vacated (attached separately if needed): | See Exhibit "A," attached |
| Tax parcel number(s): | There is no tax parcel assigned to the subject property. Abutting Tax Parcel Nos: 122505-9193, 122505-9183, and 122505-TRCT |
| Does the street, alley, public easement or part thereof abut any body of water (check one): <i>If yes, please describe:</i> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Will the vacation result in any parcel of land being denied direct access (check one)? <i>If yes, please identify which parcel(s) and explain continuous maintenance of access:</i> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Assessor's Tax Parcel Nos.: 122505-9042, 122505-9187, 122505-9183, and 122505-TRCT, 122505-9260 and 122505-9101 Sound Transit will acquire property for a relocated NE 70th Street and a new 173rd Avenue NE, which will be transferred to the City at the end of construction. Simultaneous with this vacation, Sound Transit will grant temporary rights of public access so the existing NE 70th Street alignment can continue to be used for property access during the construction period. These temporary rights will remain in effect until new access rights are created in the new 70th Street alignment. |
| How is the vacation in the public interest? | Petitioners are requesting the vacation of a portion of NE 70th Street to clear the way for construction of Sound Transit's Downtown Redmond Link Extension (DRLE). Vacation of the property to allow for expansion of the light rail system is consistent with the transit needs of the region. Utilizing former road right-of-way for transit is a transportation purpose and consistent with road right-of-way uses. Vacation of the property will be compensated by the creation of a relocated road right-of-way for public use. |
| Size of street, alley, public easement, or part thereof to be vacated, in square feet: | 12,721 square feet |

Petition to Vacate a Street, Alley, or Public Easement

We, the owners of two-thirds of the real property abutting the street, alley, or part thereof, or underlying the public easement, or part thereof, legally described on page 1 of this Petition (or attached), petition the City Council of the City of Redmond, Washington to vacate this street, alley, public easement, or part thereof.

| Name | Address | Legal description |
|--|---------------------------------------|---|
| Central Puget Sound Regional Transit Authority | 17520 NE 70TH ST REDMOND, WA 98052 | APN 122505-9193. That portion of the south half of the northeast quarter of Section 12, Township 25 North, Range 5 East, W.M., in King County, Washington, lying south of the south line of the Northern Pacific Railroad Company right of way; Except that portion lying northwesterly of the southeasterly margin of State Highway SR 520 as condemned in King County Superior Court Cause No 757133. |
| By: _____ _____ (Print Name) | | |
| Its: _____ | | |

EXHIBIT A

PARTIAL STREET VACATION ①

NE 70TH STREET
RL-167

BEING A PORTION OF NE 70TH STREET (30.00 FEET WIDE) LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, FROM WHICH POINT THE CALCULATED CENTER OF SECTION 12 BEARS NORTH 88°35'20" WEST, 2648.62 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, NORTH 88°35'20" WEST, 1718.70 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NE 70TH STREET AND **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH QUARTER SECTION LINE AND SAID NORTH LINE OF NE 70TH STREET, NORTH 88°35'20" WEST, 479.65 FEET TO A POINT ON THE EAST LINE OF A PORTION OF NE 70TH STREET CURRENTLY OR FORMERLY OWNED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION;

THENCE ALONG THE EAST AND SOUTH LINES OF SAID WASHINGTON STATE DEPARTMENT OF TRANSPORTATION OWNED PORTION OF NE 70TH STREET;

SOUTH 27°44'30" EAST, 30.00 FEET;

THENCE SOUTH 62°15'30" WEST, 7.80 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF NE 70TH STREET;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 88°35'20" EAST, 376.24 FEET;

THENCE NORTH 73°59'25" EAST, 100.20 FEET TO THE NORTH RIGHT OF WAY LINE OF NE 70TH STREET AND **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING.

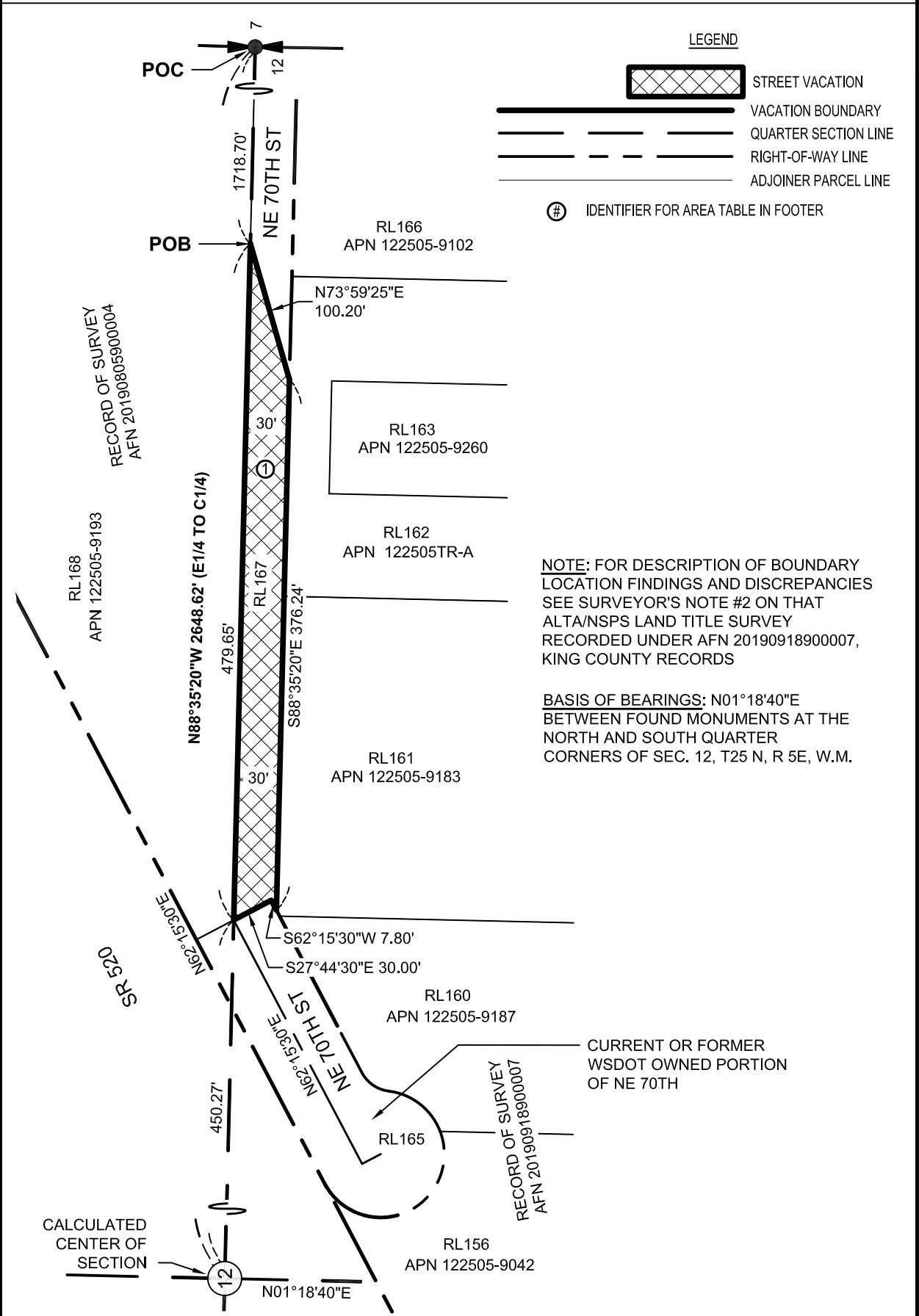
SITUATE IN THE CITY OF REDMOND, KING COUNTY, WASHINGTON.

AREA CONTAINS 12,721 SQUARE FEET, MORE OR LESS.



2-4-2020

EXHIBIT B
NE 70TH STREET- PARTIAL VACATION
NW 1/4 OF THE SE 1/4 OF SECTION 12, T 25 N, R 5 E, W.M.



| | | |
|-------------------------|--|--|
| SOUNDTRANSIT | | ① NE 70TH STREET - PARTIAL VACATION : <u>12,721 SF</u> |
| Parametrix | | PARCEL MAP R/W NO. <u>RL 167</u> |
| | | DATE: <u>2/4/2020</u> |
| PAGE 1 OF 1 | | OWNER: <u>CITY OF REDMOND</u> |
| | | CITY OF REDMOND KING COUNTY, WA |

NON-CODE

CITY OF REDMOND
RESOLUTION NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, VACATING A PORTION OF NE 70TH STREET LOCATED WEST OF 176TH AVENUE NE AND EAST OF THE WEST TERMINUS OF NE 70TH STREET, SUBJECT TO RESERVATION OF EASEMENTS; ESTABLISHING THE COMPENSATION TO BE PAID FOR SUCH VACATION; DIRECTING THAT A COPY OF THIS ORDINANCE BE RECORDED WITH THE KING COUNTY RECORDER'S OFFICE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Redmond has received a petition for vacation of certain road right-of-way being NE 70th Street west of 176th Avenue NE and east of the west terminus of NE 70th Street; and

WHEREAS, the petition was signed by owners of more than two-thirds of the properties abutting the portion of the right-of-way sought to be vacated; and

WHEREAS, pursuant to RCW 35.79.010 the Redmond City Council passed Resolution No. 1542 on January 19, 2021, setting a public hearing on the road right-of-way vacation for February 16, 2021, which is not more than sixty days nor less than twenty days after passage of the Resolution; and

WHEREAS, the action of vacating a road right-of-way is categorically exempt from environmental review per WAC 197-11-800(2)(i) and is therefore not subject to SEPA rules and determinations; and

WHEREAS, the petitioner and the City executed the Downtown Redmond Link Extension Development Agreement on August 21, 2019, which commits the petitioner to realign and construct NE 70th Street as part of the Downtown Redmond Link Extension project, and further to grant the City temporary easements for utilities and public access as a condition of right-of-way vacation; and

WHEREAS, as required by RCW 35.79.030, the Redmond City Council held a public hearing on the road right-of-way vacation on February 16, 2021, and, after considering testimony received, determined to approve the vacation through adoption of this ordinance subject to certain conditions.

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

Section 1. Right-of-Way Vacated. That portion of NE 70th Street west of 176th Avenue NE and east of the west terminus of NE 70th Street, more particularly described on Exhibit "A" to this Ordinance, is hereby vacated, subject to reserving of:

- a. A temporary, non-exclusive easement over, under, in, upon, along, and across a portion of the land described on Exhibit "A" for the construction, installation, reconstruction, reinstallation, repair, operation, and maintenance of existing utilities, and
- b. A temporary, non-exclusive easement over, under, in, upon, along, and across a portion of the land described on

Exhibit "A" for purpose of public access to properties abutting the right-of-way to be vacated.

Section 2. Compensation. Pursuant to the Downtown Redmond Link Extension Development Agreement, the petitioner will dedicate and improve approximately 52,452 square feet of right-of-way for a realigned NE 70th Street, as shown in Exhibit "B". The City Council finds that the value of the right-of-way to be dedicated and improved for a realigned NE 70th Street is ample compensation for the vacation. No additional compensation will be required as allowed under chapter 35.79 RCW.

Section 3. Recording. The Finance Department is hereby authorized and directed to cause the recording of a certified copy of this ordinance, with reservation of easements, at the King County Recorder's Office.

Section 4. Severability. If any section, 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, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary hereof

consisting of the title and publication in the official newspaper of the City, or whenever all of the following conditions are met, whichever is later: 1) easements are established as required by Section 1, 2) a court of competent jurisdiction enters a judgment in condemnation, awarding title of a portion of King County tax parcel number 122505-9183 to the petitioner, and 3) a copy of this ordinance is recorded as provided in Section 3.

ADOPTED by the Redmond City Council this ____ day of _____, 2021.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

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

EXHIBIT A

PARTIAL STREET VACATION ①

NE 70TH STREET
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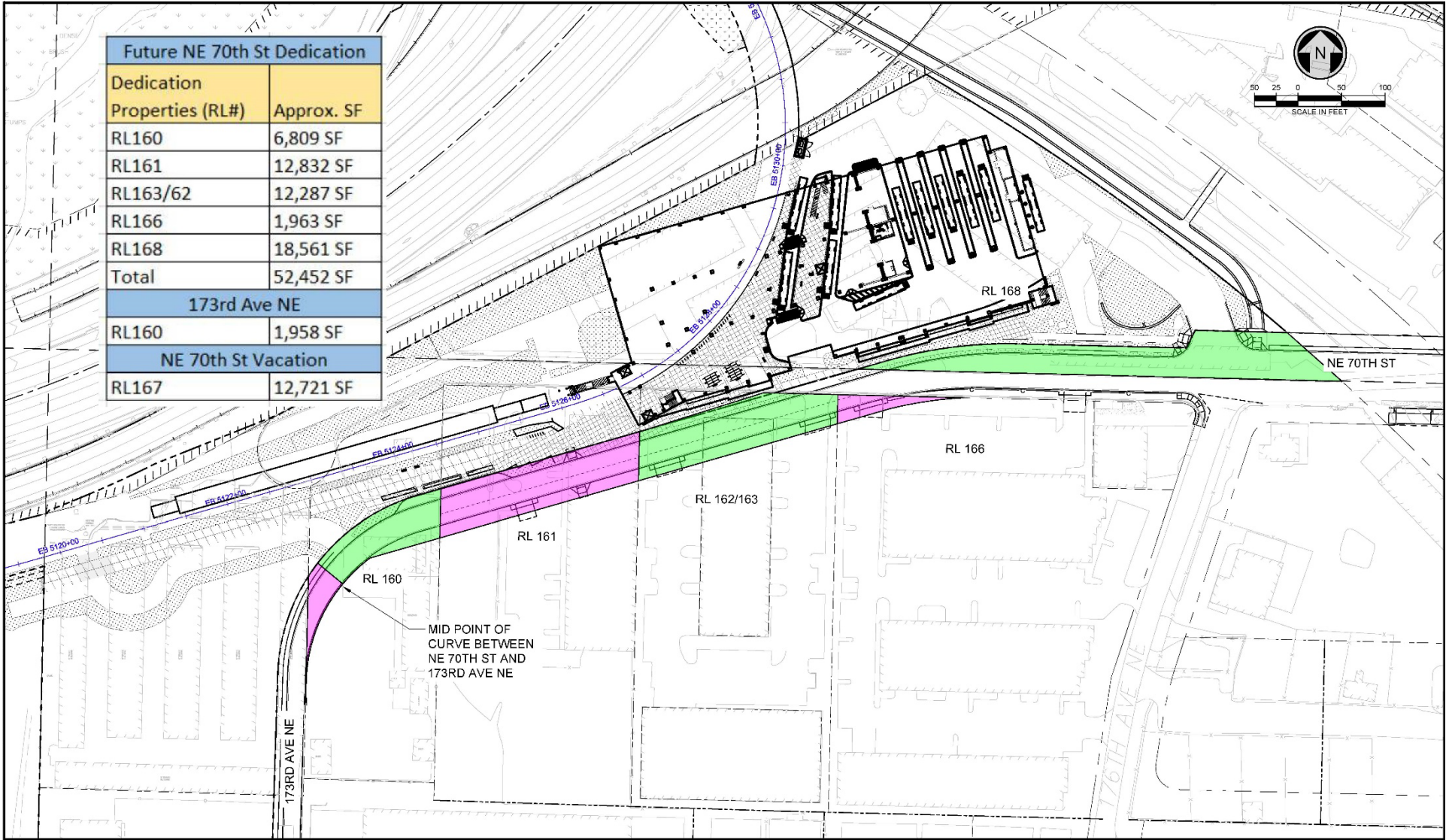
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SITUATE IN THE CITY OF REDMOND, KING COUNTY, WASHINGTON.

AREA CONTAINS 12,721 SQUARE FEET, MORE OR LESS.



2-4-2020





Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-030
Type: Staff Report

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

| | | |
|------------------------------------|---------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
| Executive | Malisa Files | 425-556-2166 |

DEPARTMENT STAFF:

| | | |
|------------------------------------|-------------------|--|
| Planning and Community Development | Brooke Buckingham | Senior Human Services Planner |
| Planning and Community Development | Sarah Pyle | Community Development and Implementation Manager |
| Finance | Marissa Flynn | Senior Financial Analyst |

TITLE:
2020 COVID Response Funding Report

OVERVIEW STATEMENT:

In 2020, the City received almost \$3.8 million in one-time revenue to respond to impacts on individuals, families and businesses related to the COVID-19 pandemic. Federal resources were accepted from a range of federal, state and local sources. This Staff Report provides a summary of the revenues received and the impact made through fund distribution to the community and Redmond's non-profit partners.

☒ **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:**
N/A

OUTCOMES:

Funds received by the City were used to offset unexpected costs incurred, such as the purchase of Personal Protective Equipment (PPE), and direct disbursements to small business through OneRedmond and non-profit partners to continue providing critical services to Redmond businesses and residents impacted by the COVID-19 pandemic.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

Human Services staff has coordinated with community partners to gather information and assess community needs, identifying ways in which funds can quickly be disbursed and have the greatest impact. Economic development staff have reached out to businesses directly and to OneRedmond to stay informed regarding small business needs in our community. Outreach undertaken during development of the Long-Term Recovery Plan has also provided a useful assessment of community need. Finally, Finance and Planning staff continue to seek input from City departments regarding the need for new revenue to meet identified demands associated with ongoing COVID response.

- **Feedback Summary:**

Rental assistance, food assistance, shelter and day center services, and small business support continue to be in high demand. Support for City operations also remains high, and continued funding in this area helps support State and County efforts to distribute COVID-19 vaccinations as soon as they become available. Attachment A provides the 2020 Small Business Grant Recap prepared by OneRedmond. Attachment B provides a Sampling of Grant Recipient Feedback. Attachment C includes the Final Expenditures Report.

BUDGET IMPACT:

Total Cost:

\$3,799,262

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

Grant funding was accepted by the City Council and the 2019-2020 budget was adjusted accordingly.

Budget Priority:

N/A

Other budget impacts or additional costs:

☒ Yes

☐ No

☐ N/A

If yes, explain:

There are administrative costs associated with administering and monitoring contracts that were difficult for the City to cover within budgeted staff resources.

Funding source(s):

Coronavirus Aid, Relief, and Economic Security (CARES) Act, Community Development Block Grant - Coronavirus (CDBG-CV) Funding, Emergency Management Performance Grant - Supplemental, and Federal Emergency Management Agency

(FEMA).

Budget/Funding Constraints:

Each of these funding sources had specific and narrow eligibility criteria for how funds could be spent, deadlines for expenditures, and additional restrictions associated with federal funding.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|---|---------------------|
| 7/21/2020 | Business Meeting | Approve |
| 10/6/2020 | Committee of the Whole - Parks and Human Services | Receive Information |
| 10/20/2020 | 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:

Attachment A-2020 Grant Recap
Attachment B-Sampling of Grant Recipient Appreciation
Attachment C - Final Expenditures Report

REDMOND SMALL BUSINESS RESILIENCY GRANT PROGRAM

HELPING SMALL BUSINESSES
NEGATIVELY IMPACTED BY COVID-19



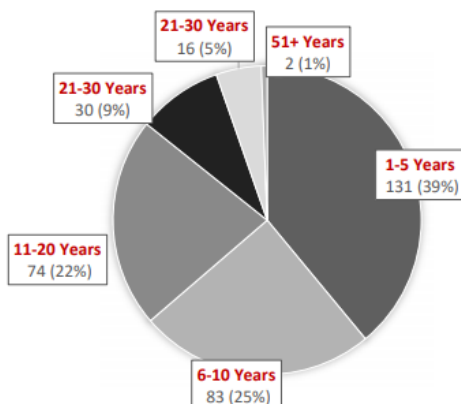
REDMOND 2020 COVID-19 GRANT PROGRAM SERIES

Purpose: To address the needs of Redmond small businesses impacted by the COVID-19 Pandemic, in July 2020, Redmond City Council voted to allocate over \$1.5 million in CARES Act funds to provide grants to small businesses to be distributed by October 31, 2020. In November 2020, a subsequent allocation of an additional \$324,000 CARES Act dollars was made for Phase II of the grant program prioritizing home-based businesses, and for Winterization Reimbursements. This allocation increased the total amount of grants distributed to small businesses to \$1.854 million. The City of Redmond, working in partnership with OneRedmond, developed and executed these three grant programs in accordance with the CARES Act Requirements: The Phase I Resiliency Grant, the Phase II Resiliency Grant, and the Winterization Reimbursement Grant. All combined, a total of 352 grants were distributed to small businesses and non-profit organizations by the end of 2020.

Grant Recipient Summary: Through the online application process, OneRedmond was able to capture information about the companies applying for and receiving the grants. Almost all of the organizations that applied, and met the eligibility criteria, were awarded a grant. A total of 336 grant recipients were awarded grants from \$1,500 to \$10,000. Grant funds were automatically deposited into the bank accounts of the grant recipients or a physical check was mailed to those that decided not to provide banking information.

| Grant Program | Recipients | Dollars |
|-----------------------------|------------|--------------------|
| Resiliency – Phase I | 254 | \$1,530,000 |
| Resiliency – Phases II | 76 | \$228,250 |
| Winterization Reimbursement | 22 | \$95,950 |
| Total Grants | 352 | \$1,854,200 |
| Total Recipients | 336 | |

Years in Operation: A relative significant number of businesses were young, with 131 (39%) had been in operation for between 1-5 years. 83 (25%) had been in operation for 6-10 years. 74 (22%)



Years in Operation

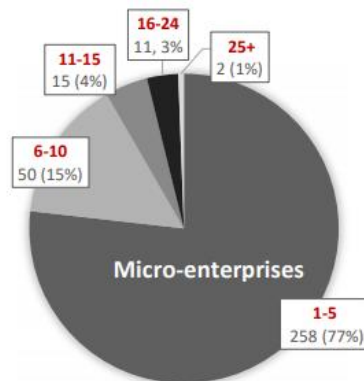
| | | |
|-------|-----|------|
| 1-5 | 131 | 39% |
| 6-10 | 83 | 25% |
| 11-20 | 74 | 22% |
| 21-30 | 30 | 9% |
| 31-50 | 16 | 5% |
| 51+ | 2 | 1% |
| | 336 | 100% |

businesses had been in operation for between 11-20. 30 (9%) had been in business for 31-50 years, and 16 (6%) had been in operation for over 31 years.

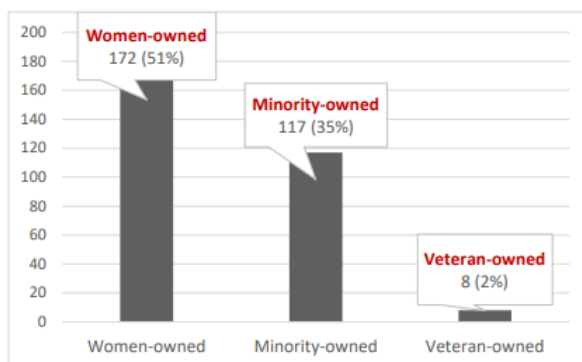
Number of Full-Time Employees: The significant majority of grant awardees, 258 (77%) operated with between 1-5 employees. 50 (15%) organizations employ between 6-10 FTEs, and 8% (28) employ 16 or more FTEs. It should be noted that the Phase 1 and Phase 2 grant criteria stipulated that only organizations with 25 or less FTEs could apply.

Number of
Full Time Employees (FTE)

| | | |
|-------|-----|------|
| 1-5 | 258 | 77% |
| 6-10 | 50 | 15% |
| 11-15 | 15 | 4% |
| 16-24 | 11 | 3% |
| 25+ | 2 | 1% |
| | 336 | 100% |



Women/Minority/Veteran – Owned: Interestingly, more than half of all awardees, 172 (51%), were women-owned companies. 117 (35%) were minority-owned and 8 (2%) were Veteran-owned. This data is based solely on the information submitted by the applicants, which was not always complete.



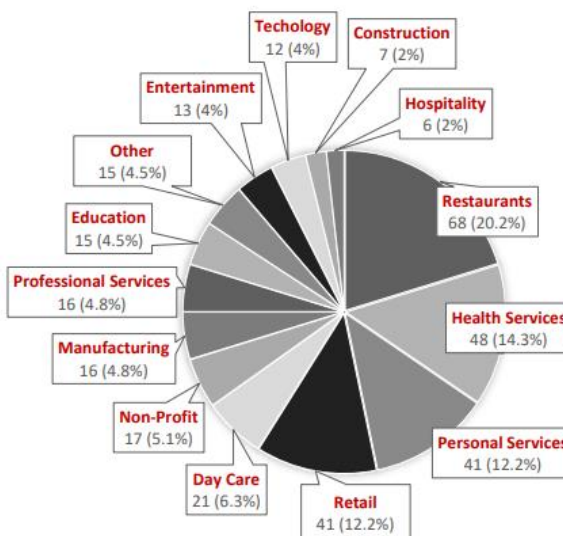
Women | Minority | Veteran-Owned

| | | |
|----------------|-----|-----|
| Women-owned | 172 | 51% |
| Minority-owned | 117 | 35% |
| Veteran-owned | 8 | 2% |

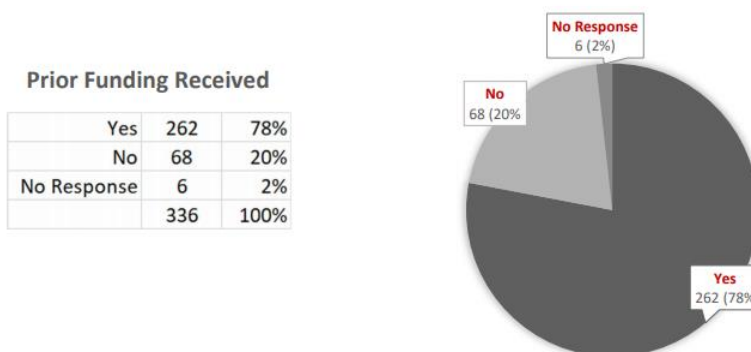
Industry Category: These three grants received applicants across more than 14 different industry sectors. The top five industry sectors that received grants were Restaurants, Health Services, Personal Services, Retail and Daycare establishments. These top five accounted for more than 65% (218) of all grant recipients.

Industry Category

| Industry | No. | % |
|-----------------------|-----|-------|
| Restaurants | 68 | 20.2% |
| Health Services | 48 | 14.3% |
| Personal Services | 41 | 12.2% |
| Retail | 41 | 12.2% |
| Day Care | 21 | 6.3% |
| Non-Profit | 17 | 5.1% |
| Manufacturing | 16 | 4.8% |
| Professional Services | 16 | 4.8% |
| Education | 15 | 4.5% |
| Other | 15 | 4.5% |
| Entertainment | 13 | 3.9% |
| Technology | 12 | 3.6% |
| Construction | 7 | 2.1% |
| Hospitality | 6 | 1.8% |
| | 336 | 100% |



Prior Funding Received: 262 (78%) if recipients indicated that prior funding (such as PPP, EIDL or other grant program) had been received, while 68 (20%) said no prior funding support had been received.



Outreach & Marketing: OneRedmond and the City of Redmond launched the Phase I Redmond Small Business Resiliency Grant Program in August 2020 with distribution of a press release to media and our database of 13,000+ contacts in addition to a social media campaign. A direct mail postcard was then mailed to 8,000+ Redmond-based small businesses and non-profits. Interested organizations were directed to the grant webpage with details on the program including an overview of the timeline, eligibility requirements and the online application portal. With limited time to implement Phase II of the Resiliency Grant and the Winterization Reimbursement Grant, a press release, social media posts, and e-newsletter notifications were sent out. In addition, OneRedmond partnered with multi-cultural organizations to reach our local BIPOC SMB owners.

Application Process: A streamlined grant application was created in the WizeHive grant platform for all three grant opportunities. Physical copies of the application were also created. Those applicants who chose to submit a physical copy had their information entered in the system by OneRedmond staff. In addition, OneRedmond offered translation services as needed.

The Resiliency Grant applications focused on the impacts of COVID-19, in addition to plans for recovery and resiliency. An optional Cash Flow & Recovery Plan Template was provided to track both historical and future projections to determine a feel for the overall health of the applying organizations. The Winterization Reimbursement Grant application required submittal of paid invoices for items requested for reimbursement.

OneRedmond hosted webinars on the grant programs that featured updates and presentations by Executive Director Kristina Hudson, Mayor Birney, the grant program's contract-Chief Financial Officer, and our Redmond-based Small Business Development Center (SBDC) Advisor. Over 200 interested representatives participated in the webinars that were recorded and archived on the grant web page. Throughout the application process, the OneRedmond team fielded inquiries from interested organizations in addition to outreaching to contacts a week prior to the deadline to answer any last-minute questions and encourage submissions.

Review Process: A preliminary review of the grant applications was conducted with follow up to confirm and ensure eligibility. Cash Flow & Recovery Plan Worksheets were reviewed and ranked by the grant program's contract-CFO. Applications were then scored based on a pre-established standardized criterion.

This was followed by a review and ranking by a blue-ribbon Grant Review Panel, comprised of local experts and advocates. Reviewers focused on providing qualitative analysis on the applicant's open-ended responses including resiliency plans for operating through 2021. To keep the process fair and unbiased, the names and contact information for the applicants were removed and replaced by a unique identification number. Reviewers were also asked for their overall recommendation on each application in addition to their thoughts on grant award amounts. The Winterization Reimbursement Grant program did not include a judging panel but was vetted by OneRedmond staff for eligibility and required submitted documentation of winterization-related expenditures.

Grant Awards: In order to expedite the delivery of dollars to our small businesses and non-profits, OneRedmond offered ACH deposit for those who were interested in this payment option with over 81% of the grant recipients taking advantage of the opportunity. All grant recipients were given free access to OneRedmond's SBDC Small Business Advisor for further resources and support. In addition, they also received a complimentary one-year membership to OneRedmond which provides them access to cost-savings on a comprehensive suite of health insurance options from top carriers via its partnership with Business Health Trust. Quarterly follow-ups will be performed on all grant recipients to track health of the companies as well as to provide additional advising services as needed.

Program Summary: The City of Redmond's grant programs were the most generous amongst our neighboring municipalities. In 2020, the City of Bellevue gave out \$675,000, and the City of Kirkland gave out \$1,035,000. Redmond is leading the way in small business support.

Financial Resources webinars and advising services have also been a critical component to the health of our small businesses. Top business advising topics include: COVID-19 resources, Financing/Capital, Managing a Business, Marketing/Sales, Buy/Sell Business, and Human Resources/Employee Management.

REDMOND **SMALL BUSINESS RESILIENCY** GRANT PROGRAM



SAMPLING OF GRANT RECIPIENT APPRECIATION:

This is great news, thank you so much!

THANK YOU SO MUCH!!! This could not have come at a better time....thank you, thank you, thank you! You truly are helping Redmond's small business!!!

Hi there, thank you so much for this! We are so excited and grateful for this much needed support!! We appreciate all the support the city offers us and we're glad to be a part of such an amazing community ;) rock on!

Thank you so much, you have no idea how much this means to me. I never thought that this would happen, and I will do my very best to keep this business going indefinitely.

THIS IS FANTASTIC NEWS TODAY, THANK YOU!

Thank you. The grant will definitely help us upgrade to better serve our Redmond family.

A giant thank you from all of us for the small business resiliency grant we were just awarded. This will have such a HUGE impact on our business and we all just want to thank you all. My staff has been working so hard these past 6 months and it feels good to provide some good news and know we can keep on going! Thank you!!!!

Thank you so much. Every dollar helps us at a very hard time.

Wow! Fantastic - thanks so much!!! I await the two additional emails and will respond appropriately.

Thank you very much for your email. It was a big surprise and I very much appreciate that help for my business. It is just in time. Thank you!

I want to thank you very kindly for this. It helps me and my firm continue to represent the marginalized and indigent in the City of Redmond.

On behalf of our organization, I would like to thank Redmond for the Small Business Resiliency Grant. It will help us during this time of need and allow us to continue serving the Redmond community. We particularly appreciate the effort you made to make the application process simple and uncomplicated. Thank you!

Thank you so much for your great support!!!!

We are trying our hardest to hold on until gatherings are no longer taboo and we can commence with normal business once again. This grant will certainly help.

Thank you, for helping to keep our store open. We hope, as the area gets back to normal, to work toward our usual business hours and more customers coming in!

Wow!! Thank you so very much!! This comes at a crucial time as we are working to bring in quality product offerings for the holiday season. Hopefully, you and your team can stop in before the season ends to see how we put this grant to work.

Thank you so much. Much appreciated!

First and foremost, thank you for this opportunity. The pandemic has created an impossible situation for so many of us and this grant is a welcome lifeline to our continued operations here in Redmond.

I was excited to learn of the grant for my business today. Thank you!

This is such WONDERFUL news and couldn't have come at a better time!! Thank you so much and thank you City of Redmond! This won't take care of all our expenses but will definitely help with paying at least 2.5 of our teachers for payroll!!! We really appreciate it.

Thank you sooooo much! This is so exciting! I appreciate everything.

Thanks for all your help! I greatly appreciate this local support and look forward to partnering with you all and hopefully meeting you someday. It's a crazy tough time, but we have to keep pushing through for progress in a smart and safe way and this provides more fuel to keep grinding. Time to build some hyper-local edu-building "quaranteams"!

Wow! Thanks so much!

This is SO wonderful! Thank you so very much! This will be very helpful during these stressful times.

First all, thank you so much for selecting us as one of your grant recipients. These funds will help us continue to rebuild our business and provide a service to the community. Again, thank you so much. It is beyond appreciated.

Thank you so much for this, I am extremely grateful! This money will help us retain our employees and remain open.

Thank you for your help. I really appreciate the work done by One Redmond as a corner stone for local Redmond businesses.

Please share by extreme appreciation for this grant with the rest of the team. These funds will be put to good use to strengthen my business in these tough times.

Thank you! This grant helps my business financial situation tremendously.

Oh wow, thank you! This really means a lot to us. We're trying to run some virtual after-school programs but enrollment is extremely low so this will really help.

Well, this was an unexpected and awesome surprise after working a long day! Thank you so much!

I know everyone at the One Redmond are very busy, but we just wanted to take a little moment to say thank you. The funds came in right at the moment when we just couldn't find any other means, including all the personal loans, to pay for the expenses. We don't know how we could have survived without it. The infamous rainy winter is upon us as the deadly virus still roams among us. However slow it may be, our business is recovering and we are thankful. We are very hopeful and thank you for giving us a chance to keep it up. Please, have a wonderful and safe autumn day!

Thank you so much for this! This grant is life saving for our business.

We are very grateful to have been chosen for the winterization grant! This will definitely help us to continue providing some level of service during winter conditions.

| CARES Funding | Total Expenditures | Brief Description of Use of Funds | Impact of Funds |
|--|--------------------|--|--|
| Medical Expenses | | | |
| A) Public hospitals, clinics, and similar facilities | \$- | | |
| B) Temporary public medical facilities & increased capacity | \$- | | |
| C) COVID-19 testing, including serological | \$- | | |
| D) Emergency medical response expenses | \$- | | |
| E) Telemedicine capabilities | \$147,464 | Technology equipment to allow for telemedicine through grants to Youth Eastside Services, IKRON, King County Sexual Assault Services, and Harborview Sexual Abuse and Trauma Center. | HIPAA compliant software enabled continuity of behavioral health services and support to clients served by these providers. For example, IKRON reports serving 79 Redmond clients with these funds. Modified services to virtual appointments (March-December 2020): 245 Behavioral Health Assessments Provided 83 Outpatient Group Counseling Sessions Provided 1,283 IOP Group Counseling Sessions Provided 1,564 Individual Counseling Sessions Provided 444 Medication Management Sessions Provided |
| Public Health Expenses | | | |
| A) Communication and enforcement of public health measures | \$- | | |
| B) Medical and protective supplies, including sanitation and PPE | \$92,436 | PPE for first responders and essential workers | |
| C) Disinfecting public areas and other facilities | \$- | | |
| D) Technical assistance on COVID-19 threat | \$- | | |
| E) Public safety measures undertaken | \$- | | |
| F) Quarantining individuals | \$- | | |
| G) Other: | \$- | | |

Payroll expenses for public employees dedicated to COVID-19

| CARES Funding | | Total Expenditures | Brief Description of Use of Funds | Impact of Funds |
|--|--------------------|--------------------|---|--|
| A) Public Safety | | \$52,795 | 25% local match for FEMA grant; overtime for Fire Department. | |
| B) Public Health | | \$- | | |
| C) Health Care | | \$- | | |
| D) Human Services | | \$- | | |
| E) Economic Development | | \$- | | |
| F) Other: | | \$- | | |
| Expenses to facilitate compliance with COVID-19-measures | | | | |
| A) Food access and delivery to residents | | \$127,951 | Grants to Lake Washington Pantry Packs (\$46,201), Muslim Community Resource Center (\$20,000) for purchase and distribution of additional food. Distribution of Grocery Voucher Cards (\$61,750) | 185 grocery gift cards were distributed, with nearly half to Hispanic/Latino families, 47% with limited English proficiency, and 18% with at least one disabled family member. |
| B) Distance learning tied to school closings | | \$- | | |
| C) Telework capabilities of public employees | | \$164,349 | Software, licenses, and equipment necessary for City of Redmond staff to telework | |
| D) Paid sick and paid family and medical leave to public employees | | \$44,300 | Families First Coronavirus Response Act Leave for City of Redmond Employees | |
| E) COVID-19-related expenses in county jails | | \$- | | |
| F) Care and mitigation services for homeless populations | | \$46,405 | Care for homeless populations. | Grants to Catholic Community Services and The Sophia Way to ensure appropriate staffing levels and other mitigation measures needed to continue safely operate the shelter and day center. |
| G) Other: | Safety Mitigations | \$5,000 | Office safety (PPE, sanitation, etc.) | Human Services Grant to Together Center. "In a typical year, Together Center serves approximately 30,000 people. This year, we are serving the same number of people, but in different ways. Many services have been able to go mostly remote via telephone and/or video connections. We are still serving hundreds each week through on campus programs, and with in-person resources and referrals at the Together Center main lobby." |

| CARES Funding | | Total Expenditures | Brief Description of Use of Funds | Impact of Funds |
|--|---|--------------------|--|--|
| Economic Supports | | | | |
| A) Small Business Grants for business interruption | | \$1,925,000 | Small business grants administered through One Redmond | Provided 352 grants to small businesses and non-profits to support impacts of COVID-19 and costs including purchasing of PPE, outdoor dining equipment, teleworking software, marketing, adjusting business operations, payroll, new packaging, rent, utilities, creating outdoor play areas for daycares, outdoor wear and creation of online presence. The City was able to issue meaningful grant award amounts to 97% of applicants over 49% of those who were women owned businesses and 34% who were minority owned. |
| B) Payroll Support Programs | | \$- | | |
| C) Other: | Rental Assistance & Childcare Subsidies | \$358,000 | Emergency rental assistance and childcare subsidies for households affected by COVID-19. | Grants to Hopelink (\$50,000), Muslim Community Resource Center (\$30,000), India Association of Western Washington (\$95,000), and Centro Cultural Mexicano (\$145,000) for rental assistance to 185 Redmond families. Child Care Resources (\$38,000) provided 462 days of childcare subsidies to 6 families. |
| King County Supplemental Appropriation for Economic Development Relief | | \$104,000 | Small business grants for home and micro businesses administered through OneRedmond, Marketing, support services, PPE and staff labor. | Small business grants for home and micro businesses supporting lost wages, operation changes and updated equipments needs. Direct marketing, Thanksgiving restaurant campaign and buy local campaigns that resulted in increased sales and traffic. PPE, labor and materials for installing parklet barricades and food delivery campaignand park drop-offs sites to support limitations of the governors orders and increased sales. Permit fees and 1:1 small business assistance helped business owners pivot quickly without costs of additionall permitting and support services. |

| FEMA Funding | Total Expenditures |
|--------------|--------------------|
|--------------|--------------------|

Public Assistance Grant - Confirmed \$ 428,075

Public Assistance Grant - Estimated Additional 237,604

| Emergency Management Performance Grant | Total Expenditures |
|--|--------------------|
|--|--------------------|

EMPG - Supplemental Funding \$ 12,373

| Community Development Block Grant - CV | Total Expenditures |
|--|--------------------|
|--|--------------------|

Public services \$214,929

| King County - Councilmember Lambert | Total Expenditures |
|-------------------------------------|--------------------|
|-------------------------------------|--------------------|

Food assistance, rent assistance, utility assistance, mortgage assistance or other programs to help provide housing stability \$5,000

| Brief Description of Use of Funds |
|---|
| Funds used to offset the cost of necessary emergency protective measures. |
| Funds used to offset the cost of necessary emergency protective measures. |

| Brief Description of Use of Funds |
|---|
| Funds used to offset the cost of necessary emergency protective measures. |

| Brief Description of Use of Funds |
|---|
| Funds expanded operation of the Friends of Youth Redmond Services Center (day center and emergency shelter) to 24/7 for six months. |

| Brief Description of Use of Funds |
|--|
| Grant to Redmond United Methodist Church for Food Box Distribution Program |

| Impact of Funds |
|---|
| EOC operations, facility disinfection, dissemination of information, quarantine sheltering, meals for emergency workers, emergency medical care, personal protective equipment (PPE), other supplies and equipment, and overtime. |
| Overtime, emergency vehicle usage |

| Impact of Funds |
|---|
| Personal Protective Equipment (PPE), sanitizer machine, decontaminations services |

| Impact of Funds |
|--|
| Used for increased staffing, food, supplies, and sanitation costs, which allowed the day center and shelter to stay open safely. |

| Impact of Funds |
|--|
| Over 150 boxes of home-delivered food to 150 Lake Washington School District families. |



Memorandum

Date: 2/16/2021
Meeting of: City Council

File No. AM No. 21-031
Type: New Business

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

| | | |
|--------------|-------------|--------------|
| Parks | Carrie Hite | 425-556-2326 |
| Public Works | Dave Juarez | 425-556-2733 |

DEPARTMENT STAFF:

| | | |
|--------------|-------------|-----------------|
| Parks | Jeff Aken | Senior Planner |
| Public Works | Eric Dawson | Senior Engineer |

TITLE:

Approval of a Contract with DBecker Consulting, LLC, in the Amount of \$494,750 for Owner's Representative Services for the Redmond Senior and Community Center

OVERVIEW STATEMENT:

On October 22, 2020, the City Council directed staff to begin design on the Redmond Senior and Community Center, using input previously received from seniors and stakeholders to guide the design. The Owner's Representative provides consulting services as the liaison between the City and the contractor, including General Contractor/Construction Manager (GC/CM) selection and contract administration, pre-construction services, construction cost negotiations, and risk management. This scope of work includes Owner's Representative services through the design phase.

☐ **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:**

Revised Code of Washington 39.80 and City Purchasing Policies and Procedures requires Council authorization

for the Mayor to sign the contract.

- **Council Request:**

On October 22, 2020, Council provided direction to utilize the existing \$15,000,000 budget for Senior Center renovations to begin design of the new Senior and Community Center

- **Other Key Facts:**

N/A

OUTCOMES:

The desire to open a new Senior and Community Center within three years has been well documented by stakeholders, citizens, and the Council. The Council has provided direction to demolish the existing building, begin with the design process, and to include all stakeholder input from past efforts and to include stakeholders as the design begins and progresses.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

01/09/20-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 and "Meet and Greet" with architect team
01/11/2021-Project Stakeholder Group Meeting #1
01/25/2021-Project Stakeholder Group Meeting #2

- **Outreach Methods and Results:**

Outreach Methods: public meetings, email, city newsletters, city website, lunch briefings with seniors, postcard mailers, social media posts, press releases, online surveys, results-gathered by online surveys, paper surveys, and comment cards

- **Feedback Summary:**

Feedback included items such as build a larger facility than what existed at the prior Senior Center, with the understanding that Redmond's existing recreation spaces are already underserving its senior population, as well as other demographic groups. Future growth is expected and needs to be addressed by considering future demand and trends that keep our community healthy, active, and connected across neighborhoods, ages, and cultures.

BUDGET IMPACT:

Total Cost:

\$494,750

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:

The City has \$15M currently in the CIP and approved by Council for use in demolition, design and public outreach and part of the construction. Additional funding will be necessary for full construction of the new Senior and Community Center.

Funding source(s):

General Government CIP \$15M, requested direct appropriation from State Legislature \$5M, possible partnerships, and potential Councilmanic bonds. Models of community investment (i.e. individual purchases of solar panels) are also being discussed.

Budget/Funding Constraints:

In the 2020 CIP, there is currently \$15M set aside for renovation of the Senior Center. Council has provided direction to staff to use this \$15M for demolition and to begin design and public outreach. This will also fund part of the construction. The City will be seeking a state appropriation for this project, potential partnership funds and community investment, and will seek approval for Councilmanic bonds in order to fund the complete construction.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 9/17/2019 | Business Meeting | Receive Information |
| 12/3/2019 | Business Meeting | Receive Information |
| 2/11/2020 | Study Session | Receive Information |
| 2/25/2020 | Committee of the Whole - Finance, Administration, and Communications | Receive Information |
| 3/3/2020 | Committee of the Whole - Parks and Human Services | Receive Information |
| 6/2/2020 | Committee of the Whole - Parks and Human Services | Receive Information |
| 6/23/2020 | Study Session | Receive Information |
| 7/7/2020 | Committee of the Whole - Parks and Human Services | Receive Information |
| 7/28/2020 | Study Session | Receive Information |
| 8/4/2020 | Committee of the Whole - Parks and Human Services | Receive Information |
| 8/11/2020 | Committee of the Whole - Planning and Public Works | Provide Direction |
| 9/1/2020 | Committee of the Whole - Parks and Human Services | Provide Direction |
| 9/15/2020 | Business Meeting | Approve |
| 10/22/2020 | Special Meeting | Approve |
| 12/1/2020 | Committee of the Whole - Parks and Human Services | Receive Information |
| 1/5/2021 | Committee of the Whole - Parks and Human Services | Receive Information |

| | | |
|-----------|--|-------------------|
| 1/19/2021 | Business Meeting | Approve |
| 2/9/2021 | 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:

Delay in approval of this Owner's Representative agreement will result in delay of the design of the Senior and Community Center. The Owner's Representative's primary immediate goal is leading the selection of the General Contractor/Construction Manager (GC/CM) and preparation of the GC/CM contract. The GC/CM will offer critical input into the design of the project and securing their services in the 2nd quarter of 2021 is a critical path schedule item.

ANTICIPATED RESULT IF NOT APPROVED:

Design of the Senior and Community Center would be delayed, and the goal of a 2023 opening would be jeopardized.

ATTACHMENTS:

Attachment A - Consultant Agreement
Attachment B - Presentation

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

| | |
|----------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | Certification Documents |
| Exhibit H | Liability Insurance Increase Not used |
| Exhibit I | Alleged Consultant Design Error Procedures |
| Exhibit J | 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 City of Redmond, 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 UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

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 program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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: Eric Dawson | | | Name: Dan Becker | | |
| Agency: City of Redmond | | | Agency: DBecker Consulting, LLC | | |
| Address: PO Box 97010 | | | Address: 8005 NE 28th Street | | |
| City: Redmond | State:WA | Zip:98073-9710 | City: Medina | State:WA | Zip:98039 |
| Email: ecdawson@redmond.gov | | | Email: dfbecker@outlook.com | | |
| Phone: 425-556-2867 | | | Phone: (425) 652-9106 | | |
| 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).

- 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 car 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 contract. 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: Eric Dawson

Agency: City of Redmond

Address: PO Box 97010

City: Redmond State: WA Zip: 98073-9710

Email: ecdawson@redmond.gov

Phone: 425-556-2867

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 part, 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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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

Project No. 50022024.05.01.02

City of Redmond Senior and Community Center Building

Owner's Representative Scope of Services

TASK 1 – PROJECT MANAGEMENT

- Manage Owner's Representative team including developing subconsultant agreements, processing subconsultant payments.
- Prepare monthly status report to City on the status of Owner's Representative Contract.
- Prepare monthly project status report to be shared with the Mayor and City Council. The report will include activities completed during the month, activities planned for the coming month, status of outstanding contracts and summary schedule.
- Respond to requests from the City.

Assumptions:

- This scope of services is for the preconstruction phase of the project. The City and Consultant can amend this scope of services and budget to extend the work into the construction phase of the project.
- Preconstruction services will begin in February 2021 and continue for 14 months.
- Unless otherwise stated, all documents provided to the City will be MS Word, MS Excel or PDF.

Deliverables:

- Monthly contract status report
- Monthly project report to the Mayor and Council

TASK 2 – GC/CM CONTRACTOR PROCUREMENT

- Work with the City to finalize the selection of the GC/CM.
- Work with the City to negotiate the GC/CM preconstruction agreement. Work with the City to finalize the scope of work for the GC/CM for the pre-construction phase. Negotiate the budgets and schedule for these pre-con tasks.

Assumptions:

- This effort should take about three months to complete before sending to the Council for review and approval.
- The GC/CM will develop the work plan to be incorporated into the GC/CM preconstruction agreement.
- The budget assumes negotiation with the highest rated firm; if the City and firm cannot come to agreement on the work plan and fee and needs to negotiate with the next highest firm, the budget may need to be adjusted.

Deliverables:

- Draft and final preconstruction agreement with scope of work.

TASK 3 – PRE-CONSTRUCTION/DESIGN ACTIVITIES

- Develop a Project Management Plan (PMP) to define processes and procedures that will be followed by the project team in managing the GC/CM process. It will address roles and responsibilities of each team member, project and document control processes, City procedures for processing contracts and payments, changes, and quality assurance procedures. Consultant shall provide the City with a draft and final copy for review.
- Work with the Architect to develop project WBS. This will be used by the Architect to develop its cost estimates and then by the GC/CM to develop their estimates and project schedule.
- Convene a Risk Management Workshop with the project team, Architect, GC/CM and City staff to develop a Risk Management Plan (RMP).
 - The RMP identifies the potential risks that could potentially have adverse impacts on the project, their cost impacts and mitigation measures should those issues arise. The Plan will rank the risks based on severity of impacts to the project.
 - On a quarterly basis, reconvene the team to assess where we are on those risks, what additional risks that should be considered and what risks are no longer applicable.
- Assist the City with review of the schematic design. Work with City, Architect, and GC/CM to analyze alternatives including the effects to the project cost and schedule for each alternative to zero in on the final project configuration. As the City hones in on the preferred project configuration during schematic design, work with and GC/CM to identify challenges, if any, the design could present on meeting the project cost and schedule.
- Develop budget/contingency tracking log for construction of the facility.
- Coordination with City, Architect, and GC/CM on the following tasks.
 - Attend coordination and community meetings as requested by the City
 - Work with the City, GC/CM and Architect to develop master project schedule. The master schedule will include design, preconstruction, permitting, construction and other activities required to develop the project from planning through start-up and occupancy.
 - Develop construction packages and construction phasing. Look for opportunities to expedite elements of the project for early occupancy.
 - Review and comment on the GC/CM's subcontract plan, including DBE outreach plan.
 - Look for subcontracting opportunities with the GC/CM for DBE subcontractors.
 - Review potential subcontract bid packages and GC/CM solicitation documents for compliance with RCW 39.10.

- Provide constructability review comments as the design approaches 60% and 90% complete. Coordinate constructability review comments with the GC/CM and Architect. Document reconciliation of the comments.
- Coordinate cost estimates between the GC/CM and design team as the design approaches 60% and 90% complete. Reconcile costs between the Architect and GC/CM when the design is 60% and 90% complete.
- Provide a partnering facilitator for 1 session with the City, Architect, and GC/CM during the preconstruction phase.
- As the project design approaches 100%, work with the GC/CM to secure subcontract bids in preparation for negotiating the MACC. This includes reviewing the bid packages prior to bidding and bid prices upon receipt of the subcontractor bids. If the GC/CM is bidding on a construction package administer that bidding process.

Assumptions:

- PMP will be for preconstruction activities. As the Project approaches the construction phase DBC will amend the PMP for the construction phase work after agreement on the MACC.
- The WBS will be developed at the conclusion of the Planning phase as the project moves into Schematic Design.
- The GC/CM will develop a detailed construction schedule that will be incorporated into the Master Schedule.
- Budget provides level of effort anticipated for these tasks. The Consultant will keep the City apprised of the budget status monthly and notify the City when any task is approaching the budgeted level of effort and will likely exceed budgeted cost.
- DBC Project Manager will lead development and maintenance of the Risk Management Plan.
- The partnering facilitator will be a reimbursable cost.

Deliverables:

- Draft and updated Project Management Plans
- WBS (in conjunction with Architect team)
- Risk Management Register
- Master project schedule, updated at significant milestones
- Partnering meeting materials (City to host, online or in-person)
- Notes from alternative risk analysis to help document decisions
- Notes from cost reconciliation meetings
- Notes from constructability reconciliation meetings

TASK 4 – MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC) NEGOTIATION

- Prior to negotiating the MACC, review Architect's cost estimate for the project.
- Review and comment on GC/CM's MACC proposal.

- Work with the City and GC/CM to negotiate “mini- MACC’s”. After negotiating the mini-MACC, we will work with Eric to develop a Contract Amendment(s) to be presented and approved by the City Council.
- As the design approaches 90% to 95% Consultant will lead MACC negotiation efforts. At the conclusion of the negotiations, Consultant will document agreements made during negotiation so that if there are questions as to what is included in the pricing or not, we have a good record to fall back to resolve differences.
- After completing MACC negotiations, Consultant will work with the City to develop a Contract Amendment to be presented and approved by the City Council.

Assumptions:

- This work will be performed by DBC Project Manager supported by the estimator.
- The budget assumes negotiation with the highest rated firm; if the City and GC/CM cannot come to agreement on the MACC and needs to negotiate with the next highest firm, the budget may need to be adjusted.

Deliverables:

- MACC Summary
- MACC Negotiation notes

TASK 5 – ADDITIONAL SERVICES

- Provide services as requested by the City to support capital projects.

Assumptions:

- Any work under this task will commence upon receipt of written direction from the City.

ESTIMATED HOURS FOR PRECONSTRUCTION SERVICES

| Task | Person | 2021 | | | | 2022 | | |
|------|-----------------|------|-----|-----|-----|------|-----|-----|
| | | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 |
| 1 | Project Manager | 20 | 60 | 60 | 60 | 60 | 60 | 60 |
| 2 | Project Manager | 40 | 40 | | | | | |
| 3 | Project Manager | 70 | 200 | 260 | 260 | 260 | 260 | 260 |
| | Estimator | | 60 | | 60 | | | |
| | Scheduler | | 40 | 20 | 40 | 20 | | |
| | Document Ctl | | | | | | | |
| 4 | Project Manager | | | | | | 80 | 80 |
| | Estimator | | | | | | 40 | 40 |
| 5 | Project Manager | | 60 | 60 | 60 | 60 | 60 | 60 |
| | | | | | | | | |

Exhibit B

DBE Participation Plan

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

D. Specify the Agency's Right to Review Product with the Consultant
As described in scope

E. Specify the Electronic Deliverables to Be Provided to the Agency
As described in scope

F. Specify What Agency Furnished Services and Information Is to Be Provided
As described in scope

II. Any Other Electronic Files to Be Provided

As described in scope

III. Methods to Electronically Exchange Data

As described in scope

A. Agency Software Suite

As described in scope

B. Electronic Messaging System

As described in scope

C. File Transfers Format

As described in scope

Exhibit D
Prime Consultant Cost Computations

Consultant Fee Determination

NEGOTIATED HOURLY RATES

GRAND TOTAL: \$494,750

Exhibit E

Sub-consultant Cost Computations

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

EXHIBIT E

Subcontracted Work

Project Name: Redmond Senior and Community Center Project
Project Number: 50022024
Consultant: D. Becker Consulting, LLC

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

| Subconsultant | Work Description | Amount |
|-------------------------------|----------------------------|-----------------|
| Vanir Construction Management | Project Support | \$55,000 |
| Wilson Jones Consulting | Commissioing Agent - Setup | \$10,000 |
| Partnering Consultant | Partnering Facilitator | \$7,500 |
| | | |
| Total: | | \$72,500 |

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Redmond
- 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

DBecker Consulting, LLC

whose address is

8005 NE 28th Street Medina WA 98039

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 Washington State Department of Transportation

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.

DBecker Consulting, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Redmond

I hereby certify that I am the:

☐

☐ Other

of the City of Redmond, and DBecker Consulting, LLC

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 Washington State Department of Transportation

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.

DBecker Consulting, LLC

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.

DBecker Consulting, LLC

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: DBecker Consulting, LLC

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 I

Alleged Consultant Design Error Procedures

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

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



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Redmond Senior and Community Center Owner's Representative Consultant Agreement

February 16, 2021



Owner's Rep Agreement Overview



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- DBecker Consulting, LLC selected through competitive process
- Owner's Rep helps interface with contractor
- DBecker history working with City
- Fee is in line with previous budget estimates

Benefits of General Contractor Construction Manager (GC/CM)



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Budget

- Continuous value analysis
- On-going value engineering
- Better cost certainty
- Best value



Team

- Contractor selected on quals and price
- Longer term relationship
- Repeat business
- Better end product



Schedule

- Contractor schedule input
- Chance for early construction packages
- Better schedule certainty

Use of RSCC procurement documents, contract, specification on future projects

Risks of GC/CM



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- **Less competitive bidding (but still competitive)**
- **Lack of experience at the City**

Agencies Using GC/CM

The following agencies have moved to GC/CM on the majority of their facilities projects

- University of Washington
- Washington State University
- City of Seattle
- Sound Transit
- Pierce County
- Dept Enterprise Services
- Port of Seattle
- Lake WA School District
- Seattle School District
- Edmonds School District
- Spokane School District
- Mason Hospital



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Thank you

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