

City of Redmond



Agenda

Tuesday, January 11, 2022

4:30 PM

**Planning and Public Works and Finance, Administration, and
Communications
City Hall: 15670 NE 85th Street; Remote: Facebook (@CityofRedmond),
Redmond.gov/rctvlive, Comcast Ch. 21, Ziply Ch. 34, or 510-335-7371**

Committee of the Whole - Finance, Administration, and Communications

Committee Members

Jessica Forsythe, President
Vanessa Kritzer, Vice President
Jeralee Anderson
David Carson
Steve Fields
Varisha Khan
Melissa Stuart

AGENDA

Planning and Public Works

1. Phase 1 of Amendments to the Redmond Zoning Code as a [CM 22-010](#)
Periodic Rewrite of Redmond's Development Regulations -
Redmond Planning Commission Recommendation

[Agenda Memo](#)

[Attachment A: Planning Commission Report and Recommendations](#)

[Attachment B: RZC ReWrite Project Report](#)

[Attachment C: RZC ReWrite Phase 1 Timeline](#)

[Attachment D: RZC ReWrite Phase 2 Timeline](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Staff Report, January 18th

2. Receive Planning Commission Report and Recommendation [CM 22-016](#)
for Redmond Zoning Code (RZC) Permanent Amendments
Implementing Engrossed Second Substitute House Bill (HB)
1220

[Agenda Memo](#)

[Planning Commission Report and Recommendation HB 1220 Permanent
Regulations Final](#)

[Attachment A: Public Comment Matrix and Written Comments](#)

[Attachment B: Notice of Public Hearing The Seattle Times](#)

[Attachment C: Final Planning Commission Issues Matrix](#)

[Attachment D: Final Redmond Zoning Code Amendments -
Redline/Strikethroughs](#)

[Attachment E: Technical Committee Report and Recommendation](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Staff Report, February 1st

3. Lake Washington Cedar/Sammamish Watershed (WRIA 8) [CM 21-657](#)
Interlocal Agreement Addendum

[Agenda Memo](#)

[Attachment A: Interlocal Agreement Addendum](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 1st

4. Amendment No. 1 to the Agreement for Construction, Operation, and Maintenance of Joint-Use Water Storage and Pumping Facility [CM 21-654](#)

[Agenda Memo](#)

[Attachment A: Amendment No. 1](#)

[Attachment B: Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 1st

5. Wastewater Collection Facilities Interlocal Agreement Between the City of Bellevue and the City of Redmond [CM 21-628](#)

[Agenda Memo](#)

[Attachment A: Interlocal Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 1st

6. Authorize the Mayor to Sign Two Franchise Agreements with King County for City-Owned Water and Wastewater Infrastructure in King County Right-of-Way [CM 21-653](#)

[Agenda Memo](#)

[Attachment A: King County Franchise City](#)

[Attachment B: King County Franchise Novelty Hill](#)

Department: Public Works, 5 minutes

Requested Action: Consent, March 15th

Finance, Administration, and Communications

1. Resolution in Support of a Cricket Facility in King County [CM 22-017](#)

[Agenda Memo](#)

[Attachment A: Resolution](#)

Department: Executive, 5 minutes

Requested Action: Consent, January 18th

2. Discuss Community Conversations 2022 [CM 21-650](#)

[Agenda Memo](#)

Department: Executive, 10 minutes

Requested Action: Special Meeting, March 29th

-
3. Council Budget Process Survey Follow-up [CM 22-012](#)

[Agenda Memo](#)

[Attachment A: Council Budget Process Survey Results](#)

Department: Finance, 10 minutes

Requested Action: Information Only

4. Monthly Financial Report through November 2021 [CM 22-009](#)

[Agenda Memo](#)

[Attachment A: November 2021 Monthly Financial Report](#)

Department: Finance, 5 minutes

Requested Action: Information Only



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-010

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|---------------------|---|
| Planning and Community Development | Sarah Pyle | Manager, Economic Development and Business Operations |
| Planning and Community Development | David Lee | Manager, Community Development and Implementation |
| Planning and Community Development | Kimberly Dietz | Principal Planner |
| Planning and Community Development | Niomi Montes de Oca | Senior Planner |
| Planning and Community Development | Cameron Zapata | Senior Planner |
| Planning and Community Development | Andrea Kares | Planner |
| Planning and Community Development | Jaime Allen | Administrative Assistant |

TITLE:

Phase 1 of Amendments to the Redmond Zoning Code as a Periodic Rewrite of Redmond's Development Regulations - Redmond Planning Commission Recommendation

OVERVIEW STATEMENT:

The Redmond Planning Commission's recommendation is the first phase of a comprehensive, four-phase rewrite of the Redmond Zoning Code (RZC). The remaining three phases are scheduled for research and development between now and 2025, continuing a focused and coordinated improvement to the zoning code. Phases of the rewrite undertaken during the pendency of the Redmond 2050 project will be coordinated with that effort.

This first phase of amendments focuses on changes to format and organization, residential use typology, accessory dwelling units, nonresidential allowed uses, definitions, code maintenance, and to Administrative Design Flexibility, Floor Area Ratio, Temporary Use Permits, nonconforming parking in the Downtown, and incentives within the Town Center zoning district. These Phase I amendments are foundational in nature and have been addressed to ensure consistency with the City's Comprehensive Plan policies.

This recommendation also includes minor annual amendments that address code issues and legislative updates; and amendments to the Overlake neighborhood and Marymoor Village regulations for contextual relevance and to reflect the City's vision, goals, and priorities in preparation for subsequent neighborhood planning efforts.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Community Strategic Plan, Housing Action Plan, and Long-Term Recovery Plan from COVID-19 Pandemic
- **Required:**
 - WAC 365-196-800 Relationship between development regulations and comprehensive plans;
 - RZC 21.76.070.AE., Zoning Code Amendment - Text;
 - RZC 21.76.060.Q., City Council Decisions on Type VI Reviews;
 - Engrossed Substitute House Bill 1754: Religious Organizations--Hosting of the Homeless;
 - Substitute House Bill 2343: Urban Housing Supply--Various Provisions; and
 - Engrossed Substitute Senate Bill 5235: Housing Unit Inventory-Removing Limits.
- **Council Request:**
N/A
- **Other Key Facts:**
The City's development regulations were last rewritten in 2011. That rewrite reorganized and updated the former Redmond Community Development Guide to establish the Redmond Zoning Code. Since 2011, the City Council has approved more than 40 updates to this "living document," including site- and topic-specific amendments covering topics such as: temporary uses; low impact development; the Marymoor Subarea Plan; and periodic clean-up series in 2013, 2015, 2018, 2019, and 2020.

The City Council revised the 2019 Community Strategic Plan on November 24, 2021. The Plan identifies Objectives, Strategies, and Measures to be undertaken through assigned work programs. Several of the revised 2021 and previous 2019 Strategies apply and/or relate to the City updating and maintaining its development regulations contained in the Redmond Zoning Code including:

- Housing Choices (2021): Increase overall supply of housing and provide access to more affordable homes;
- Housing Choices (2021): Create healthy, walkable, and equitable transit-oriented communities. Develop strategies, programs, and projects that promote livability and cultivate "10-minute neighborhoods" (where shopping, services, amenities, schools, recreation, and transit are within a 10-minute walk of where people live);
- Housing Choices (2019): Streamline Zoning Code to support increased range of housing products, increase regulatory predictability, and reduce permit review costs;
- Housing Choices (2019): Evaluate and amend Zoning Code and/or standards, as appropriate, to reduce costs related to required parking and required infrastructure; and
- Housing Choices (2019): Provide incentives for developers to build new affordable housing.

The City Council has also prioritized implementation of the following action plans and operating policies that are supported by the City's development regulations and strengthened by the Planning Commission's recommended amendments:

- 2020 Environmental Sustainability Action Plan;
- Housing Action Plan;
- Long-Term Recovery Plan from the COVID-19 Pandemic; and
- Temporary Construction Dewatering Municipal Code and Operating Policy.

OUTCOMES:

This recommendation provides timely, foundational improvements to the Redmond Zoning Code and prepares the City's development regulations for significant, substantive updates resulting from subsequent phases of the rewrite, Redmond 2050 - periodic update to the Redmond Comprehensive Plan, state and federal legislative updates, and future updates to functional plans, standards, and specifications.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Outreach and involvement included the following to community members, property and business owners, faith-based leaders, non-profit organizations, developers, parties of interest, and Parties of Record as defined in RZC 21.76 Review Procedures and 21.78 Definitions:

- Q3 2020 - preliminary notification, invitation to participate, and technical testing by staff from the departments of Parks and Recreation, Planning and Community Development, and Public Works.
- Q4 2020 to Q1 2021 - feedback on scoping and conceptual drafts
- Q1 to Q2 2021 - feedback on proposed amendments and technical testing
- Q3 2021 - comments on final proposed amendments and SEPA determination of nonsignificance
- September 8 and 22, 2021 - Planning Commission's public hearing

- **Outreach Methods and Results:**

Methods included three phases of outreach to project stakeholders to seek preliminary review and feedback on draft amendments to development regulations. Staff facilitated a combination of direct email, Let's Connect tools, the City's website, and virtual open house events with office hours and technical testing exercises:

- Conceptual amendments to the code;
- Draft proposed amendments to the code; and
- Final draft proposed amendments and SEPA determination comment period

Three phases of community involvement using direct email and City e-news included:

- Initial awareness of the project's scope of work;
- Draft proposed amendments to code; and
- Final draft proposed amendments, SEPA determination comment period.

Briefings to City boards and commissions sought preliminary questions and comments:

- Arts and Culture Commission;
- Design Review Board;
- Parks and Trails Commission; and
- Pedestrian and Bicycle Advisory Committee.

Staff also provided presentations to interest groups and held one hybrid (in-person and virtual) open house.

The Redmond Planning Commission held its public hearing for this amendment package on September 8 and 22, 2021. Written testimony is included as Exhibit E to the Planning Commission Report and Recommendations

(Attachment A).

The methods above allowed staff to confirm feedback from stakeholders by refining early drafts of work and seeking follow-up review. This progressive method of proactive and frequent outreach ensured that the resulting recommendations met interests and addressed concerns expressed by stakeholders, the community, and staff.

- **Feedback Summary:**

Staff received a variety of feedback points and comments during the development and review stages of this project. The Redmond Zoning Code: Foundation Rewrite 2020-2021, Annual Code Cleanup 2021, and Other Amendments Project Report, as recommended by the Technical Committee, provides summaries of feedback for the individual components within the scope of this project. Refer to Attachment A Planning Commission Report, Exhibit F Technical Committee Report, Attachment A Project Report for additional information.

BUDGET IMPACT:

Total Cost:

This project is being led and facilitated by Planning and Community Development staff, with the support of Public Work, Parks and Recreation, and Communication staff. This phase of the rewrite involves no additional costs. Outcomes of this current work, in addition to efforts undertaken during the following project phases, support regulatory clarity. Clarity reduces the cost of doing business and ensures that the City recovers more of the cost of services provided. These amendments will also support smart growth throughout the City resulting in an expanded tax base and other revenues to aid in advancing the community's vision.

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

Budget Offer Number:

#000250 - Community/Economic Development

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

#100 - General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-010

Type: Committee Memo

| | | |
|--|--|-----|
| | Item has not been presented to Council | N/A |
|--|--|-----|

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|---------------------|
| 1/11/2022 | Committee of the Whole - Planning and Public Works | Receive Information |
| 1/18/2022 | Business Meeting | Provide Direction |
| 2/8/2022 | Study Session | Provide Direction |
| 3/15/2022 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

The Redmond Zoning Code will lack concurrency with state regulations and Comprehensive Plan policies. A lack of concurrency impacts customers due to a continued lack of clarity. A delay in approval also prevents the foundation of the code being prepared for the remaining phases and citywide policy and regulatory updates such as implementing Housing Action Plan updates, Green Building, and updates to design standards.

As this recommendation includes preparatory actions in advance of upcoming policy and regulatory amendments associated with Redmond 2050, staff recommends the City Council take action on the recommended amendments in advance of Q2 2022.

ATTACHMENTS:

- A. Planning Commission Report and Recommendations
- B. Redmond Zoning Code ReWrite Project Report
- C. Redmond Zoning Code ReWrite Phase 1 Timeline
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Memorandum

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TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

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

Budget Offer Number:

#000250 - Community/Economic Development

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

#100 - General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-010

Type: Committee Memo

| | | |
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Connected Community
Enhanced Livability
Environmental Sustainability

Planning Commission Report

To: City Council

From: Planning Commission

Staff Contacts: Carol Helland, Director of Planning and Community Development 425-556-2107
Sarah Pyle, Manager, Economic Development and Business Operations 425-556-2426
David Lee, Manager, Current Development and Implementation 425-556-2462
Kimberly Dietz, Principal Planner 425-556-2415

Date: November 10, 2021

File Numbers: LAND-2021-00451, SEPA-2021-00452

Planning Commission Recommendation: Approval

Title: Phase 1 of Amendments to the Redmond Zoning Code as a Periodic Rewrite of Redmond's Development Regulations

Recommended Action: Adopt recommended amendments to the Redmond Zoning Code as shown in Exhibit A.

Summary: The Planning Commission's recommendation involves amendments to the zoning code as a periodic rewrite including changes to format and organization, residential use

City Hall

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

typology, accessory dwelling units, nonresidential allowed uses, definitions, code maintenance, and to Administrative Design Flexibility, Floor Area Ratio, Temporary Use Permits, parking requirements for nonconforming sites, and incentives in the Town Center zoning district. The Phase I amendments are foundational in nature and have been addressed to ensure consistency with the City's Comprehensive Plan policies. The proposal also includes:

- Minor annual amendments correcting code issues;
- Updates that amend and refine code for concurrence with recent federal and state legislation; and
- Updates to the Overlake neighborhood and Marymoor Village regulations for contextual relevance and to reflect the City's vision, goals, and priorities in preparation for subsequent neighborhood planning efforts.

**Reasons the
Proposal Should
be Adopted:**

This recommendation provides timely, foundational improvements to the Redmond Zoning Code and prepares the City's development regulations for significant, substantive updates resulting from Redmond 2050 (the periodic update to the Redmond Comprehensive Plan), state and federal legislative updates, and subsequent updates to functional plans, standards, and specifications.

The City's development regulations were last rewritten in 2011. That rewrite reorganized and updated the former Redmond Community Development Guide to establish the Redmond Zoning Code. Since 2011, the City Council has approved more than 40 updates to this "living document", including site- and topic-specific amendments covering topics such as: temporary uses; low impact development; the Marymoor Subarea Plan; and periodic clean up series in 2013, 2015, 2018, 2019, and 2020. In addition, the Technical Committee approved seven updates to RZC Appendices under authority granted in RZC 21.02.050, Appendices. Recognizing these changes over time, this recommendation begins to address and standardize the code in response to fragmentation, voice, functionality, and universal accessibility.

Recommended Findings of Fact

1. *Public Hearing and Notice*

a. Public Hearing Date

The City of Redmond Planning Commission held a public hearing on the proposed amendments on September 8 and 22, 2021. Verbal and written testimony was received during the public hearing. The Planning Commission requested staff's response to the issues raised and, for each, a summary of resolution within the Commission's issues matrix (Attachment B). The hearing was closed on September 22, 2021.

b. Notice

The public hearing notice was published in the Seattle Times and posted at City Hall in accordance with *RZC 21.76.080 Review Procedures - Notices*. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies including:

- Business and property owners;
- Development teams;
- Members of the Redmond Partnership Network;
- Faith-based representatives;
- A Regional Coalition for Housing (ARCH);
- Master Builders of King and Snohomish Counties;
- Lake Washington School District; and
- One Redmond.

Additionally, a hearing notification was posted on the City's web site, provided via mail and email to Parties of Record (*RZC 21.78 Party of Record*), and included in email communications to project stakeholders.

Recommended Conclusions

1. *Key Issues Discussed by the Planning Commission*

The Planning Commission held a briefing on July 14, 2021 and study sessions on August 25, September 8 and 22, October 27, and November 10, 2021 to deliberate the Technical Committee's August 4, 2021 recommended amendments. Minutes of the Planning Commission meeting are shown in Exhibits C and D. Key issues discussed by the Planning Commission were as follows:

Parking Standards

The Technical Committee recommended amendments to the following code portions involving parking regulations:

- 21.40.010 Vehicle Parking for clarifications regarding:
 - Continued allowance of nonconforming parking in the event of a change of use or minor improvements; and
 - Parking at developments, sites, and structures where a portion of the site and/or structure has been obtained under threat of condemnation.
- 21.40.010 Vehicle Parking for concurrence with state legislation (Substitute House Bill 2343) that reduced minimum required parking for multifamily homes near frequent transit including for:
 - Low-Cost Affordable Housing Units;
 - Housing for the Elderly and Adult Family Homes; and
 - Multifamily Structures.
- 21.10.050 Town Center (TWNC) Zone - Exceptional Amenities for Additional Height (a new section) regarding:
 - Consistency with Comprehensive Plan;
 - Addressing Long-Term Recovery Plan from COVID-19 Pandemic; and
 - Incorporating housing priorities in alignment with the Housing Action Plan.
- 21.12.100 OV (Overlake) Building Height regarding
 - Height tradeoffs for required parking in portions of the neighborhood involving shallow water tables

Commissioners asked several questions regarding amendments to parking standards and related topics. The following summarizes these questions and responses from staff:

- What is the cumulative result of changes to the parking requirements in the Downtown? How do changes, such as to required off-street parking, relate to availability of on-street parking. And, what is the definition of “minimum parking” as referred to in the zoning code? Is the definition of “minimum parking” recommended for amendment, such as in its application to parking ratios or the measurement of peak usage?
 - Staff referenced the Downtown Parking Management Strategic Plan: Implementation Plan, approved by the City Council (September 15, 2020). The Implementation Plan identifies steps including evaluation and identification of parking measures that will help the City analyze parking supply, demand, and trends such as the cumulative aspects requested by the Commission.
 - Peak usage reflects unique mixes of land uses occurring within single structures.

- Does the Technical Committee's recommendations for amendment include parking provisions for accessory dwelling units.
 - Staff clarified that the recommended amendment is limited to relocating the code provisions that the Commission recommended, and the City Council adopted during the 2020 Annual Code Cleanup. A new section: RZC 21.40.010.D Vehicle Parking - Required Off-Street Parking - Parking Near Frequent Transit would include this provision, previously set forth, as well as new provisions resulting from Substitute House Bill 2343, described above.
- How would the parking reductions apply in the event of a future changes to transit routes and/or services?
 - Staff described that while Substitute House Bill 2343 was silent regarding changes to transit routes and/or services, the recommended code provisions would apply to locations primarily along principal arterials and urban centers where transit services are anticipated to continue in relation to current and projected housing concentrations.
- Will EV Charging stations continue to be installed when parking is allowed within the structure at or above the ground floor?
 - Staff confirmed that the recommended amendments would not change or impact the provision of EV Charging stations.
- What is future proofing of parking?
 - Staff described that future proofing of parking is an engineering and design approach that supports future transition of internal, above-grade parking to dwellings and/or employment space.
- Can the parking standards prescribe a variety of parking stalls by size to support larger personal vehicles?
 - Staff confirmed that the current zoning code includes standards for parking stall sizing and that no amendments to the standard were recommended.

Commissioners supported staff's responses and noted their interest in additional briefings regarding parking policies, regulations, and programs such as the Downtown Parking Management Strategic Plan: Implementation Plan. The Commission closed the respective issues with no additional discussion. The related amendments are recommended as originally submitted by the Technical Committee in the August 4, 2021 report (*Exhibit F*).

Affordable and Local Commercial and LEED - Incentive Tier in the Overlake and Marymoor Village Zoning Districts

The Technical Committee recommended amendments to incentive provisions for development in the Overlake Village and Marymoor Design District zones:

- 21.12.170 Overlake Incentives; and
- 21.13.220 Marymoor Design District (MDD) Incentives.

The amendments reflect the implementation of incentives by new development and realignment of the incentive structures to reflect the City's vision and neighborhood priorities.

Planning Commissioners expressed interest in moving affordable and local commercial incentives to the first tiers for the zoning districts. Commissioners raised concerns regarding losses of small businesses and the affordability levels and/or relocation costs for businesses to continue operations as new development occurs. The Commission emphasized ensuring opportunities for local commercial to locate in new mixed-use development.

Staff recommended maintaining the Technical Committee's recommendation regarding local and affordable commercial incentives. Staff noted that the first tier of structures represents programmatic priorities in alignment with the City's vision. These priorities related to the built form, construction materials, and subsequent operation of the development. Affordable and local commercial has been provided thus far by developers via development agreements. Codifying this incentive as a second-tier item allows for a pilot approach that can inform future updates such as the Overlake Neighborhood Plan Update and Redmond 2050. These comprehensive planning efforts include discussions with property owners, developers, and the community through which in-depth consideration of the City's vision, priorities, policies, and resulting regulations will occur.

Commissioners also held robust discussion regarding Leadership in Energy and Environmental Design (LEED) incentive. Commissioner Varadharajan suggested a broader structure that includes other industry standards such as the Living Building Challenge and Architectural 2030 Zero Code. She noted that these address operational offsets of new development as well as the embodied carbon of construction material. For this purpose, she asked staff to identify additional rating and certification systems in the incentive provisions and to provide an inclusive definition for an overarching rating and certification system.

Commissioners identified the following priorities for the incentive provisions:

- Broadening the vision for green building requirements;
- Providing a clear vision and definition;

- Avoiding association with a certification brand in order to remain neutral;
- Ensuring closure of inadvertent loopholes such as by including an evaluation mechanism; and
- Coordinating with Redmond's Environmental Sustainability Action Plan.

Commissioner Varadharajan coordinated with staff to refine the Technical Committee's recommended amendments to the Overlake Village and Marymoor Design District incentive provisions. Refinements stress that a decarbonization incentive is a first step on the journey to decarbonize Redmond and include a broad vision statement, a definition of Green Building Rating and Certification Systems, removal of LEED Silver as an incentive technique, and two green building options from which applicants may select to implement either a brief, decarbonization checklist or a locally-oriented expansion of LEED Platinum. Commissioners also requested that Redmond 2050 extend the concept of decarbonization further by recommending additional measures in policies and regulations.

Commissioners supported these refinements, developed in coordination with Commissioner Varadharajan to include a request for staff to coordinate with the City's legal counsel on the following:

- Include language in the amendments, prior to City Council's action, regarding vesting of new development applications and future long-term regulations for decarbonization; and
- Work with the City Attorney to review potential vesting options within a timeframe of six months in advance of City Council's action on the future long-term regulations.

The related amendments (*Exhibit A*) are recommended for refinement to the Technical Committee in the August 4, 2021 report.

Additional Discussion

Planning Commissioners raised additional questions during review of the Technical Committee's August 4, 2021 recommendation. The following provides a summary of the questions and the Commission's final issues matrix (*Exhibit B*) provides a detailed description of each.

- **Format and Organization:** Commissioner Varadharajan asked whether staff referred to the Flesch-Kincaid tools regarding improvements to the zoning code's readability. She encouraged staff to implement the tool during internal review and when developing future amendments.

- **Residential Use Typology:** Commissioner Rajpathak asked if the recommended amendments regarding a residential typology also included amendments relating to site design and typography. He was satisfied with the references staff provided to existing standards for residential development. Commissioner Varadharajan also asked if the recommended typology also applied to densities regulated across the City's neighborhood. She supported staff's description of the typological structure: low, medium, and high densities with identification of potential residential development per zoning district, as currently regulated by the code.
- **Nonresidential Allowed Uses:** Commissioner Rajpathak asked about the relationship between the allowed land uses per the zoning code's provisions and homeowners' association covenants conditions and restrictions (CC&Rs). He acknowledged staff's distinction between the site-specific, private rules of the CC&Rs in comparison to zone-based allowances provided in the development regulations. He also asked whether the Technical Committee's recommendations included modifications to setbacks for accessory dwelling units, noting that smaller parcels limit opportunities for constructing detached accessory dwelling units. He agreed with staff's description of the recommended changes and that additional study of accessory dwelling units would be provided via the Housing Action Plan and during Redmond 2050.
- **Accessory Dwelling Units:** Chair Nichols asked whether occupancy restrictions apply to other housing types in addition to accessory dwelling units. She expressed her interest in the removal of occupancy requirements for accessory dwelling units unless the unit is being offered or used for short-term rental. She supported staff's clarification that the zoning code's requirement for occupancy applies only to accessory dwelling units and based on the Technical Committee's recommendation, would only apply thereafter to accessory dwelling units classified as short-term rentals.
- **Strategic Revisions:** Commissioner Varadharajan requested a crosswalk comparison of current code provisions to the recommended amendments for the Town Center (TWNC) zoning district's incentive provisions. She noted her interest in the relationship between the amendments and future amendments to Comprehensive Plan policy DT-31 and supported staff's representation of the information as provided in the Commission's final issues matrix, item E-2 Town Center Zoning District Incentive Provisions.
- **Strategic Revisions:** Chair Nichols and Commissioner Shefrin requested clarifying information regarding the recommended amendments to Administrative Design Flexibility. They asked about changes to the authority of the Redmond Design Review Board and whether design review

included lighting for private development. They acknowledged staff's description of the Technical Committee's recommendation providing clarity and predictability to the Design Review Board's authority while no addition or restriction of the Board's authority would occur. The Commissioners also supported staff's listing of the code portions through which review of private development's lighting designs take place.

- **Overlake (OV) and Marymoor Village (MDD) Bridge Amendments:** Commissioner Shefrin asked whether development in the Overlake zoning districts is anticipated to maximize its horizontal and vertical footprint, and how that would relate to light access and airspace in the vicinity. She supported staff's response that the Technical Committee's recommendation and the master planning process for sites of three of more acres include requirement of a shadow study. The study must identify impacts to open spaces, public areas, and neighboring developments.
- **Overlake (OV) and Marymoor Village (MDD) Bridge Amendments:** Chair Nichols and Commissioner Varadharajan requested additional information including the timeline for and the relationship between the Technical Committee's recommended code amendments and upcoming neighborhood planning efforts in Overlake and Marymoor Village. They acknowledged staff's explanation of the relationships between policy and regulatory amendments involving significant collaboration and communication among staff teams. Staff also clarified that the City Council's action on the amendments is anticipated during March of 2022 with an effective date 11 days thereafter.
- **Public Comment:** Three individuals provided comments (*Exhibit E*) during the Planning Commission's public hearing. The Commission requested that staff include public comments in the Planning Commission's final issues matrix and to work with the commenters to resolve issues raised. Commissioners agreed with the resolutions as describe in the staff response/recommendation for each item:
 - Rezone R-1 Zoning Districts: no changes were recommended;
 - Special Regulations for Nonresidential Use Classes in Overlake: clarifications were recommended to the relevant code sections and related definitions;
 - Accessory Dwelling Unit Occupancy and Parking: no changes were recommended;
 - Town Center Zoning District Incentive Provisions: refinements to the Technical Committee's recommendation were included; and
 - Floor Area Ratio Simplification: a modification to the calculation method was recommended.

2. Recommended Conclusions of the Technical Committee


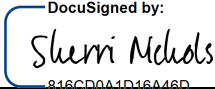
The recommended conclusions in the Technical Committee Report (Exhibit F) should be adopted as conclusions.

3. Planning Commission Recommendation

The Planning Commission voted unanimously in favor of the Phase 1 of Amendments to the Redmond Zoning Code as a Periodic Rewrite of Redmond’s Development Regulations at the Commission’s November 10, 2021 meeting.

List of Attachments Please continue to page 12 for the List of Attachments with linked web-based Exhibits

- Exhibit A: Recommended Amendments to the Redmond Zoning Code**
- Exhibit B: Planning Commission Final Issues Matrix**
- Exhibit C: Planning Commission Meeting Minutes, September 8, 2021**
- Exhibit D: Planning Commission Meeting Minutes, September 22, 2021**
- Exhibit E: Public Comments**
- Exhibit F: Technical Committee Report with Exhibits**

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Approved for Council Agenda

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Angela Birney
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Angela Birney, Mayor

11/22/2021

Date

Planning Commission's Report

List of Attachments including links to respective web documents

[Exhibit A: Recommended Amendments to the Redmond Zoning Code](#)

[Exhibit B: Planning Commission Final Issues Matrix](#)

[Exhibit C: Planning Commission Meeting Minutes, September 8, 2021](#)

[Exhibit D: Planning Commission Meeting Minutes, September 22, 2021](#)

[Exhibit E: Public Comments](#)

[Exhibit F: Technical Committee Report with Exhibits](#)



Redmond Zoning Code

Foundational Rewrite 2020-2021, Annual Code Cleanup 2021, and Other Amendments

Project Report

May 24, 2021 Application for Zoning Code Amendment,
LAND-2021-00451, SEPA-2021-00452

July 28, 2021 Legal Review

August 4, 2021 Technical Committee Recommendation

The Planning Commission recommendations to this project are provided in the Planning Commission's Report, approved by the Commission on November 10, 2021

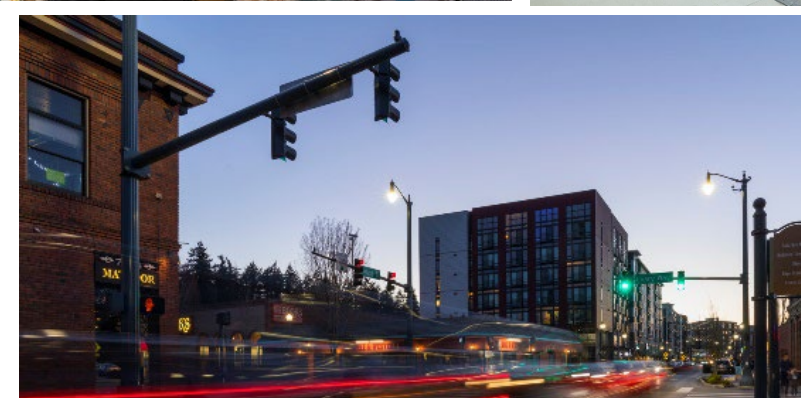


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| Component 3: Accessory Dwelling Units (ADU) | 15 |
| Component 4: Simplifying Allowed/Permitted Nonresidential Uses | 18 |
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Overview

This proposal was developed with the purpose of streamlining the City's Zoning Code, strengthening its foundation in support of affordable housing, improving its clarity and conciseness, and enhancing economic development opportunities and flexibility.

Redmond's Zoning Code was rewritten to its current format in 2011. During the ten years since that significant rewriting process, many amendments and revisions occurred. This current multi-phased, multi-year rewrite proposes to address the code as a "living and evolving" document to ensure that it is clear, efficient, and contextually relevant. Particular focus includes establishing a strong regulatory foundation upon which future amendments will be easily incorporated; addressing the City's priorities and strategic direction for equity, vibrancy, and long-term resiliency of the built environment and urban fabric; and to ensure consistency with the City's Comprehensive Plan including its goals, vision, and framework policies.

Individual amendments proposed to the Redmond Zoning Code shall require consistency and concurrence with the Comprehensive Plan.

This proposal addresses several primary components of the 2020-2021 Foundational Rewrite:

- [Component 1](#): Improving the Zoning Code's format and organization including providing a simple, standard style and consistent, predictable content on page 5.
- [Component 2](#): Streamlining and standardizing allowed residential uses by establishing a residential use typology.
- [Component 3](#): Improving and clarifying code provisions for Accessory Dwelling Unit.
- [Component 4](#): Simplifying allowed nonresidential uses including increasing support for diverse and innovative uses in Downtown, Overlake, Willows, SE Redmond, and Marymoor Village.
- [Component 5](#): Strategic code revisions that have been prioritized particularly in alignment with the Mayor's Vision, the Community Strategic Plan, and with the Long-Term Disaster Recovery Plan (COVID-19).
- [Additional Components](#): Addressing the code's definitions and formalizing a maintenance plan.

For efficiency and timeliness during the rewriting of the Zoning Code, other amendments are included within the project's packet and formal review (Type VI) process:

- **Bridge "the Gap" Amendments** in the Overlake and Marymoor Village centers.
- **Annual Code Cleanup** involving minor code corrections and legislative updates.

Involvement and Communication

The project team, comprised of staff, implemented broad stakeholder involvement and communication with the community. Stakeholders, representing the following diverse array of groups, informed the development of conceptual, preliminary draft, and final draft proposals:



City Council
City Boards & Commissions
Design Review Board
OneRedmond – Government Affairs
Urban & Local Center Developers, Firms & Contractors
Master Builders
Code Customers
Urban Center Businesses
Citywide Businesses
Urban Center Property Owners
Residential Property Owners
Faith-Based Use Representatives
Lake Washington School District
Social and Cultural Organizations
ARCH
Neighborhoods
Community

Additional work to improve the Zoning Code is also underway to enhance alignment with the Transportation Master Plan, Affordable Housing Strategy, and the periodic Comprehensive Plan Update. Proposals addressing these elements are anticipated during subsequent phases of the Zoning Code ReWrite.

Component 1: Formatting and Organization

Amendment Supports City Plans and Priorities

- Community Strategic Plan

Overview

- Amends General Provisions and individual zoning titles and chapters of the Redmond Zoning Code
- Introduces preamble, applicability paragraph, and regulatory wayfinding tool following the Purpose statement of the individual zoning titles and chapters
- Provides a web-based, topic matrix for access to relevant portions of the code

To propose changes to the Code formatting and organization, staff surveyed municipal codes and code improvement procedures to develop an inventory of opportunities. Several codes including Green Bay, Portland, Redwood City, Miami, Detroit, and Lakewood, Washington were reviewed.

These codes were identified for a variety of reasons – some as preferred approaches and others for examples of what would not be preferred. The preferred code formats and organizations include Portland, Oregon, and Green Bay, Wisconsin. Portland's code, for example, is self-contained with prescriptive portions, while Green Bay's demonstrates effective use of cross-referencing for simple and efficient navigation.

The Lakewood code also provides a preferred example. This code is self-contained and can be easily navigated. However, it is unclear regarding where certain regulations shall be applied. This is not preferred as it could lead to various difficulties in a development project coming to fruition.

Cities identified for code organization that would not be beneficial to Redmond include Detroit, Michigan and Minneapolis, Minnesota. Both codes are comprised of 40 or more zones, creating challenges for applicants and staff in understanding how to apply regulations respective to zoning designations.

Staff also consulted Universal Design and Accessibility standards to ensure that the code language is equitable, simple, and intuitive, and that the code use requires low physical effort by customers and staff to access what they need. The Lake Washington School District's Executive Director of Special Services helped staff confirm approaches through which equitable accessibility could be enhanced within the Code's language, format, and organization.

Objective

For the Redmond Zoning Code to be simplified, effective, and efficient, its rewrite should prioritize clarity, consistency, simplicity, streamlining, and transparency. For the Redmond Zoning Code to be accessible, its rewrite should employ elements of Universal Design and Accessibility.

- **Priority #1:** Consolidate related zoning regulations that are currently located in multiple sections of the code into one section, thus simplifying navigation. For example: open space and landscaping.
- **Priority #2:** Simplify and provide predictability for code customers and staff to implement regulations in development proposals.
- **Priority #3:** Organize and enhance transparency for consistency and thorough code implementation.
- **Priority #4:** Improve accessibility in an equitable manner that provides simplicity, intuitiveness, and a low physical effort for customer and staff use of the Code.

Opportunity

Since 2011, the City Council approved more than 40 updates including site- and topic-specific amendments -- for example: Temporary Uses, Low Impact Development, Marymoor Subarea Plan; and periodic clean up series in 2013, 2015, 2018, 2019, and 2020. In addition, the Technical Committee approved seven updates to the RZC Appendices (RZC 21.02.050 Appendices). Every amendment introduces opportunities as well as risks involving the Zoning Code's operability.

Amendments to development regulations are a normal course of work and required by the Growth Management Act. The "living" and evolving nature of development regulations introduces many opportunities for enhancement to these technical requirements as well as risks for increasing their complexity and for establishing internal and external conflicts. Therefore, it is important to incorporate timely procedures for examining and refining the functionality and operability of the document. The following have been identified as key opportunities during the first and second phase of the Zoning Code Rewrite project. Additional opportunities are also planned as continued process improvement, enhancing the consumers' and staff's experience when implementing the City's vision.

- **Opportunity #1:** Identify and locate requirements for all individual development actions based on zoning designation
- **Opportunity #2:** Provide tools for locating required portions of development regulations
- **Opportunity #3:** Employ Universal Accessibility Standards for Public Service - Written Communication to move, condense, and simplify regulatory narrative.

Opportunity #1 is a low-level investment while Opportunities #2 and #3 are high-level investment due to the time involved in development and the risk of inadvertent omissions and similar errors. Therefore, staff proposes involving only Opportunity #1 and a portion of Opportunity #2 during the first phase of the Rewrite project.

Inventory

During a 2020 interview series, staff identified the following issues involving the code:

- Organization (60 percent of respondents) as staff's most frequent concern

- Clarity, Images and Visuals, Readability, Organization (50 percent of respondents) as priorities for future improvement
- Clarity, Conflicts, Organization, Size, and Surprises (75 percent of respondents) as the most frequent issues raised by code consumers

The following case study of an application for development in the Downtown urban center demonstrates existing conditions of the landscaping and open space requirements:

- **Landscaping**
 - 49 portions, comprising 12 chapters over 4 articles, of the Zoning Code provide requirements within the Downtown
 - Of these, 41 portions of the Zoning Code applied to the case study
- **Open Space**
 - 21 portions, comprising 5 chapters over 3 articles of the Zoning Code provide requirements within the Downtown
 - Of these, 17 portions of the Zoning Code applied to the case study

The image below, an issues matrix excerpt, demonstrates the need for clarity, conciseness, and effective organization of development regulations.

Example:

| | Authority | Applicable Requirements | Compliance | Comments | Documents Reviewed |
|---|-----------|--|-----------------|----------|--------------------|
| 21.32.060 - Ecological Score Requirements | | | | | |
| 22 | B5 | Every landscape plan shall include a minimum of three different techniques to achieve the total score and any one technique cannot exceed a maximum score of 10 points. | Does not Comply | | |
| 21.32.080 - Types of Planting | | | | | |
| 23 | A | The applicant shall indicate on the preliminary landscape plan the types of planting to be provided in each area of the site. The types, arrangement and quantity of plants shall be appropriate to the size and purpose of the area to be planted and shall be based on the applicable use proposed as indicated in table 21.32.080 | Complies | | |
| 21.32.100 - Irrigation | | | | | |
| 24 | A | All plants shall receive sufficient water to assure their survival. Planting areas over 500 square feet in size shall be irrigated with automatic systems designed to conserve water. The irrigation requirement may be modified or waived for planting areas with drought tolerant plants as long as it is demonstrated to the Administrator that adequate water will be provided to ensure the plants' survival. | Complies | | |
| 25 | B | Where automatic irrigation is required, a subsurface irrigation or drip irrigation system shall be provided in accordance with all state and local rules, regulations and ordinances including approved backflow devices. All irrigation systems shall include a rain sensor device. The system shall completely cover all planting areas requiring irrigation. | Complies | | |
| Landscape Standards (Article III, Design Standards) | | | | | |
| 21.60.040.C.1 - Citywide Design Standards (Design Concepts, Landscaping, Planting Design, Design Criteria) | | | | | |
| 26 | b.i | Preserve as much native noninvasive vegetation as possible. Replant developed areas with stands of non-dwarf evergreens in natural and random patterns where possible. | n/a | | |
| 27 | b.ii | Provide space on-site for active or passive recreational purposes. | Complies | | |

| | Authority | Applicable Requirements | Compliance | Comments | Documents Reviewed |
|---|-----------|---|-----------------|----------|--------------------|
| 28 | b.iii | Provide plantings that provide a clear transition in design between adjacent sites, within a site, and from native vegetation areas. Design foundation plantings to create an effective change from public to private space and from the vertical to horizontal plane at building edges. | Does not Comply | | |
| 29 | b.iv | Provide planting to soften the visual impact of less desirable development and structures, such as large blank walls, dumpster areas, service areas, and large areas of pavement. | Does not Comply | | |
| 30 | b.v | Use planting to highlight significant site features and to define site use areas and circulation corridors without interfering with the use of such areas. | Complies | | |
| 31 | b.vi | Use planting landscaping which minimizes disruption of sight lines along pathways. | Complies | | |
| 32 | b.vii | Plants and techniques that reduce water consumption are encouraged. | Complies | | |
| 33 | b.viii | Plants should be selected and arranged according to the following design criteria: A. Variety. Select a variety of plants providing interest, accent, and contrast, using as many native species as possible. B. Consistency. Develop a planting design conforming to the overall project design concept and adjoining properties. C. Appropriateness. Select plants with an awareness of their growth requirements, tolerances, ultimate size, preferences for soil, climate, and sun exposure, and negative impacts. D. Density. Provide adequate plant quantity, size, and spacing to fulfill the functional and design objectives within the stipulated time. | Complies | | |
| 21.60.020.J - Citywide Design Standards (Context, Circulation and Connections, Parking Lot and Structured Parking Location and Design) | | | | | |
| 34 | 2.f.iii | Parking structures shall have landscaping around the perimeter which will correspond to that used by the adjacent land uses and activities. Landscaping shall include, but not be limited to, a combination of shade trees, evergreen trees, shrubs, groundcovers, deciduous native and ornamental shrubs, and vines to further screen the structures. | Does not Comply | | |
| 21.62.020.F - Downtown Design Standards (Residential Standards, Residential Parking and Access) | | | | | |
| 35 | 7.b.ii | Semi-subterranean parking may be located within five feet of interior property lines when screened with Type II landscape buffers at the perimeter. The base of the parking level visible at any pedestrian walkway shall be finished concrete, painted, or clad in masonry. | Does not Comply | | |

The identification and relocation of development regulations into a common and predictable structure has significant potential to increase the efficiency and effectiveness of the City's Zoning Code. Though systemic improvements are strongly recommended, smaller and incremental improvements can provide immediate assistance to code consumers and staff while ensure the ongoing accuracy of individual articles, titles, and chapters of the document.

Proposal

Based on the priorities listed above, staff proposes a multi-phased approach for improving the Zoning Code's format and organization. This component also plans for coordination with significant work proposed through other rewrite components.

1. Simplify the code navigation process.

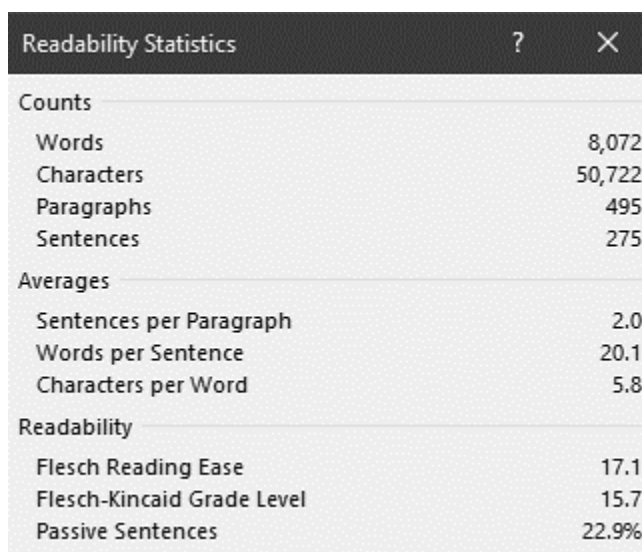
Establish wayfinding mechanisms to assist customers and staff in locating relevant titles, chapters, and sections of the Code. Then, identify and organize code sections in

a logical, simple order that strengthens customer and staff's experience in locating regulations.

2. **Provide a predictable code for confident implementation by users.**

The code as it currently stands has many regulations in places that are not consistent with the organization of other portions of the code. Improvements in this regard provide greater efficiency during project design and permit review, therefore having potential for reducing the general cost of development for code consumers. Predictable code also reflects the intent and purpose of the relevant section, resulting in clear and consistent implementation of the City's goals and vision.

A predictable code also ensures accessibility and inclusion to the code's narrative. Staff shall apply standards and tools that strengthen the codes ease of use and readability as a public document. For example, the following readability statistics, provided by Microsoft Word, will help staff assess individual portions of the code:

A screenshot of the 'Readability Statistics' window from Microsoft Word. The window has a dark header bar with the title 'Readability Statistics', a question mark icon, and a close 'X' icon. The content is organized into three sections: 'Counts', 'Averages', and 'Readability'. Each section contains a list of metrics and their corresponding values.

| Readability Statistics | | ? | × |
|----------------------------|--|--------|---|
| Counts | | | |
| Words | | 8,072 | |
| Characters | | 50,722 | |
| Paragraphs | | 495 | |
| Sentences | | 275 | |
| Averages | | | |
| Sentences per Paragraph | | 2.0 | |
| Words per Sentence | | 20.1 | |
| Characters per Word | | 5.8 | |
| Readability | | | |
| Flesch Reading Ease | | 17.1 | |
| Flesch-Kincaid Grade Level | | 15.7 | |
| Passive Sentences | | 22.9% | |

3. **Condense the code into logical sections and omit areas of over-regulation.**

Many of the code's zoning designations and allowed land uses include special regulations that risk delaying or denying applications for development. These special regulations apply in unequal measure and in some instances, without rationale. Reorganizing the code would provide customers greater predictability, supporting transparency and common understanding between users that will streamline the development review process.

4. **Coordinate users guides.**

Establish a standard and elegant approach for including and referencing user guides. In comparison to guides that are currently featured in the Zoning Code, establish an enhanced system through which these and future guides would be developed and made accessible for all. Coordinate with the City's webpage coordinator to increase accessibility and to maintain consistency.

Stakeholder Involvement

Stakeholder involvement occurred during several project milestones and involved a variety of communication tools:

- Conceptual Project Development: direct email, online presentation with question and answer period, Let's Connect forum, two office hours, one-on-one discussions
- Draft Proposed Amendments: direct email, online presentation with question and answer period, Let's Connect forum, three office hours, and proposal testing event
- Boards and Commissions Briefings: Redmond Arts and Culture Commission, Design Redmond Board, Parks and Trails Commission, and Pedestrian and Bicycle Advisory Committee

Regarding the proposed changes to the Zoning Code's format and organization, stakeholders reported favoring the addition of a wayfinding mechanism. Of the alternatives proposed including an iconographic tool, a word-based tool, and a hybrid of icons and words, the stakeholders preferred the hybrid tool.

Stakeholders appreciated the efficiency the wayfinding mechanism provided during technical testing for locating relevant code titles, chapters, and sections.

Stakeholders requested the City to take more advantage of wayfinding mechanisms to support customers versus limiting tools to the more significant and complex topics involved in development planning and review. For example, stakeholders requested the addition of better wayfinding tools to the Accessory Dwelling Unit (ADU) and Home Business regulations.

Component 2: Allowed Residential Uses - Residential Use Typology

Amendment Supports City Plans and Priorities

- Community Strategic Plan
- Comprehensive Plan
- Housing Action Plan
- Environmental Sustainability Action Plan Transportation and Land Use Strategies

Overview

- Expands existing residential typology to include low and medium density housing types
- Provides companion material organized by residential density and housing type for clarity and predictability of development
- Includes informational guides to inform community and developers of complete residential typology

To construct a residential typology, staff surveyed a variety of development regulations and codes to compare and assess alternatives for clarifying and enhancing residential uses and to establish standards. This survey included Bellevue, Kirkland, Issaquah, Bothell, Seattle, Portland, Washington Administrative Code, and Washington State Building Code. Additional sources, in consideration of a typological construct, included Puget Sound Regional Council (Vision 2040), the Michigan Municipal League of Cities, the Congress for New Urbanism, the Form Based Code Institute, the Project for Lean Urbanism, and the Smart Code Applied Transects.

Objective

For the Zoning Code's residential uses to be simplified, they should provide clarity and align with the City's future growth pattern.

- **Priority #1:** Group the number of residential uses into broad, clearly defined categories
- **Priority #2:** Provide for a diversity of housing types to increase opportunities for people to live in Redmond during all stages of life
- **Priority #3:** Provide a result that is simple and predictable for customers and staff to understand and implement

Opportunity

While the City anticipates shifts in the growing community, consistency with state and regional plans for these changes will reduce barriers and proactively meet demands for a dynamic range of housing needs. This proposal anticipates many changes regarding housing types during the 2050 planning period and in response to the City's Housing Action Plan including the following key opportunities:

- **Opportunity #1:** Flexibility, supporting a wide variety of housing types ensures equitable choices for all current and future resident, during all stages of life, and reduces the barrier to entry
- **Opportunity #2:** Redmond's diverse and increasing population requires a range of options within which to flourish
- **Opportunity #3:** Clarity and consistency in navigating the Redmond Zoning Code empowers the community

Inventory

The following recommendations were identified as having the greatest potential for meeting the priorities and maintaining the key opportunities:

- **Expanded Use Allowance:** A comparison of Redmond's current allowed residential uses against other municipal codes identified the need for restructuring code provisions into a Residential Use Typology. By creating opportunities for an expanded set of residential uses, our growing population will have access to housing types that meet a wider set of needs across a gradient of densities. Using the example of Seattle's Low-Rise Multifamily Zones, this information can be organized within one page: zones, city-wide use categories, zone-based uses within the category, definition of uses, and conditions or restrictions. This method represents a minor step to deviate from the current code's complex organization.

Implementation of this approach involves a *low level* of operational investment.

Example:

- (Citywide) Residential
- (Zone-based) Low Density Residential Zones
- (Zone-based) May include the following: Cottage Housing, Rowhouse, Townhouse, Apartments.
- (Conditional or Restricted Uses) "Accessory Dwelling Units (ADUs) are allowed with single-family dwelling units, rowhouses, and townhouses in LR zones." (Seattle)
- Ensure alignment with Building Code: The International Building Code provides ten use categories, including Residential Group R; with which residential uses shall reference for clarity. This effort includes collaboration with the Building and Fire divisions.

- **R-1:** occupancies containing *sleeping units* where occupants are primarily *transient* in nature.
- **R-2:** Occupancies containing *sleeping units* or more than two *dwelling units* where occupants are primarily permanent in nature.
- **R-3:** Occupancies where the occupants are primarily permanent in nature, given certain occupant limits.
- **R-4:** Occupancy shall include buildings or structures for between 5 and 16 persons, excluding staff, who receive *custodial care*.

Similarly, the level of operational investment for this approach is *low* based on the Building division's standard use of the International Building Code including for changes of use within developed floor area. As with the approaches described above, conditional and restricted uses would be addressed individually.

Proposal

Staff proposes solutions that represent the objectives, priorities, and opportunities describe above, providing additional information and phases.

1. **Eliminate redundant uses and align definitions.**

Confirm and update the current primary use categories for alignment with the adopted Building Code and for coordination with the Trip Generation Manual (ITE). Using the combination of the Building Code and Trip Generation Manual, identify a limited number of inclusive secondary use categories.

2. **Construct citywide residential use typology.**

Develop clear and concise guidance for new housing types along a residential continuum, restructuring current residential uses to encompass an expanded set of options that will better represent the needs of a growing population.

3. **Clarify and broaden use categories that encompass a variety of relevant uses, ultimately streamlining the planning and decision processes for the community and City staff.**

Provide clear and broad purpose statements and land use definitions for 1) Residential uses across density levels, 2) Assisted Living Facilities, and 3) Lodging Uses.

4. **Create customer-oriented visual guides** that carefully illustrate the differences between residential uses, the value they bring to our community, and the steps needed for customers to achieve successful development.

Stakeholder Involvement

Stakeholder involvement occurred during several project milestones and involved a variety of communication tools:

- Conceptual Project Development: direct email, online presentation with question and answer period, Let's Connect forum, two office hours, one-on-one discussions
- Draft Proposed Amendments: direct email, online presentation with question and answer period, Let's Connect forum, three office hours, and proposal testing event

- Boards and Commissions Briefings: Redmond Arts and Culture Commission, Design Redmond Board, Parks and Trails Commission, and Pedestrian and Bicycle Advisory Committee

Stakeholders described their support for a typological focus and addition of new typologies for residential development. They also appreciated the City's emphasis on missing-middle housing, looking forward to implementation of the Housing Action Plan's policy and code recommendations.

Component 3: Accessory Dwelling Units (ADU)

Amendment Supports City Plans and Priorities

- Comprehensive Plan
- Housing Action Plan
- Environmental Sustainability Action Plan's Housing Options Strategy

Also Supports

- SB-5235: Increasing housing unit inventory by removing arbitrary limits on housing options

Overview

- Simplifies and clarifies opportunity for property owners to include accessory dwelling units
- Provides informational guides to inform community, property owners, and developers of regulatory components
- Incorporates state laws omitting occupancy requirements for long-term rental of accessory dwelling units

Input from customers as well as the City's Housing Action Plan and recent legislation raised awareness of the need for refinements to the City's Accessory Dwelling Unit (ADU) regulations and operating procedures. Staff surveyed a variety of jurisdictions to assess alternatives for code refinement and for supportive information such as brochures and user guides. This proposal includes amendments to regulations made necessary by recent state legislation and in response to customer comments.

Opportunity

Broaden and clarify the variety of housing types, including accessory dwelling units, while maintaining the same planned densities identified in the Comprehensive Plan.

- Opportunity #1: Establish a clear and concise typology that depicts a broad range of housing types, including ADUs, that can be constructed.
- Opportunity #2: Improve the provisions for ADUs, supporting customers' needs and the readability (accessibility) of the code.
- Opportunity #3: Incorporate recent state legislation removing owner occupancy requirements for long-term ADU rentals.

Inventory

Though the code includes opportunity for a wide variety of housing types, a typology can enhance the understanding of the housing types and where they can be constructed.

- ADUs are currently allowed per the code
- Parking is currently required for ADUs unless the site is near frequent transit
- Owner occupancy is currently required

- A mathematical calculation and site characteristics determine the maximum allowed size of the ADU

Implementation of this approach involves a *low level* of operational investment.

Example:

- Currently, the following portion of the zoning code determines the possible maximum allowed size of the ADU and has resulted in frequent questions:

RZC 21.08.220.C..3., Size/Scale

- a. The total square footage of a detached ADU shall not exceed 40 percent of the total square footage of the primary dwelling unit and the accessory dwelling unit combined, excluding any garage area, and in no case shall it exceed 1,000 square feet.
- b. In no case shall the ADU exceed 1,500 square feet in total area. If an ADU occupies an entire single floor, the Technical Committee may allow for an increase in the allowed size of the ADU in order to efficiently use all of the floor area, so long as all other standards of this section are met.

With minor adjustments to the code and improvements to informational material, staff anticipates an increase in support for the development of this type of housing. ADUs are identified in the City's Housing Action Plan as a missing-middle housing type.

Proposal

Staff proposes a series of improvements that are anticipated to increase opportunities for and significantly reduce challenges that prevent development of accessory dwelling units throughout the City.

1. Clarify the code.

Amend portions of the code that lack clarity regarding accessory dwelling units in comparison to other residential uses.

- Refine the definition(s) of accessory dwelling units to address the full range of their common configurations including internal to the existing primary structure, addition to primary structure, and detached structure.

2. Streamline regulations and procedures.

Update regulatory requirements and standard operating procedures that can increase time and cost for customers.

- Relocate and organize relevant code into a single, common section; and
- Simplify the calculation for applicants to measure the maximum allowed size of accessory dwellings.

3. Align with Legislative Updates.

Remove arbitrary limits on housing options in alignment with Engrossed Substitute Senate Bill 5235, passed on April 14, 2021, an act relating to increasing housing unit inventory.

4. Identify Authority and Conditions for Waiver.

Opportunity for the Code Administrator to waive certain requirements when conditions are unsuitable, or alternatives are preferred.

5. Develop clear and concise informational material.

Provide brochures and other print and digital information to guide customers in their feasibility review and development of accessory dwelling units. Also develop a permit type that allows for tracking and standardized reporting of these units.

Staff will continue to monitor the priority actions identified by the City's Housing Action Plan and the State's legislative agenda to propose and incorporate additional improvements during subsequent phases of the Zoning Code ReWrite.

Stakeholder Involvement

Stakeholder involvement occurred during several project milestones and involved a variety of communication tools:

- Conceptual Project Development: direct email, online presentation with question and answer period, Let's Connect forum, two office hours, one-on-one discussions
- Draft Proposed Amendments: direct email, online presentation with question and answer period, Let's Connect forum, three office hours, and proposal testing event
- Boards and Commissions Briefings: Redmond Arts and Culture Commission, Design Redmond Board, Parks and Trails Commission, and Pedestrian and Bicycle Advisory Committee

Several stakeholders described their support for improvements to the Accessory Dwelling Unit regulations and informational material. They appreciated the changes to occupancy requirements that eliminate owner occupancy in the primary or accessory unit for long-term (over 12 months) rentals.

Component 4: Simplifying Allowed/Permitted Nonresidential Uses

Amendment Supports City Plans and Priorities

- Community Strategic Plan
- Long Term Recovery Plan (COVID-19 pandemic)
- Environmental Sustainability Action Plan's 10 Minute Community and Walkable Built Environment Strategies

Also Supports

- City Council and Planning Commission request to clarify representation of Redmond's diverse community in definitions, regulations, and narrative regarding faith-based uses

Overview

- Simplifies and reduces the number of land use categories related to nonresidential uses
- Introduces flexibility for businesses to locate and grow within Redmond
- Introduces artisanal manufacturing for hybrid light manufacturing, sales, display, and service of craft products when conducive to urban centers
- Amends religious use definition, regulations, and narrative to reflect community diversity and inclusion

To consider and compare enhancement to the City's codified nonresidential uses, staff surveyed codes and code improvement procedures to develop an inventory of opportunities. The primary focus of this component is simplifying the Zoning Code and creating economic development flexibility. Several codes including King County, Seattle, Portland, New York, Redwood City, Palo Alto, San Diego, Bellevue, Kirkland, Issaquah, Everett, and Lakewood were reviewed. Additional examples of code improvement procedures were assessed including Puget Sound Regional Council (Vision 2040), the Michigan Municipal League of Cities, the Congress for New Urbanism, the Form Based Code Institute, the Project for Lean Urbanism, and the Smart Code Applied Transects.

Objective

For the allowed uses in the Redmond Zoning Code to be simplified, they should address a wide variety of aspects for doing business and the following priorities:

- **Priority #1:** Condense the number of allowed uses into broader, less specific groupings
- **Priority #2:** Provide flexibility and opportunity for economic development in an evolving and emerging city
- **Priority #3:** Ensure an outcome that is clear and predictable on behalf of the Redmond community and staff
- **Priority #4:** Clearly outline limitations and restrictions, as necessary.
- **Priority #5:** Ensure consistency with the Comprehensive Plan policies, comprehensive land use, and vision for individual zoning designations across the city.

Opportunity

The focus of economic development is anticipated to evolve significantly as Redmond, along with the Puget Sound region, grows in population and employment opportunities, and increases its connection with the global community. This proposal recognizes a variety of changes taking place during the 2050 planning period including the following key opportunities:

- **Opportunity #1:** Flexibility in economic development supports a wide array of business types and sizes
- **Opportunity #2:** Innovation, seen in history, requires an open foundation upon which to build
- **Opportunity #3:** A rich diversity of uses strengthens community resiliency

Inventory

The following recommendations were identified as having the greatest potential for meeting the priorities and maintaining the key objectives:

- **Internal Knowledge and Resources:** A comparison of the current matrix of allowed nonresidential uses to the current land use inventory (GIS) identified citywide use categories, primary use categories, secondary uses addressed in general purpose statements by zone, and specialty uses addressed as conditional or restricted uses by zone. Using the example of Redwood City, this information can be organized over one page: zones and design districts, primary use categories, definition of uses, and conditions or restrictions. This method represents a minor step, deviating from the current code's organization, also in similar manner as Palo Alto and San Diego.
- Implementation of this approach involves the *lowest level* of operational investment.
 - Example:
 - (Citywide) Wireless Communication Facilities, Local Utilities
 - (Primary) Education, Public Administration, Health Care, and other Institutions
 - (Secondary) Grade School, Colleges and Universities, Technical Trade School
 - (Specialty) Secure Community Transition Facility

Note: Some refinement of allowed uses by zoning designation might be necessary. For example, local utilities are not permitted in all zones and may have been inadvertently omitted. Some use categories and classes are regulated by the state and must maintain consistency of terminology, allowances, and restrictions.

- **Commercial Focus:** The New York Department of Labor (DOL) completed a Storefront Sector study of vacancies throughout New York City. This approach would be applied within the commercial and mixed-use portions of the Urban Centers while maintaining the allowed uses currently defined for other nonresidential zoning designations. The study addressed three

primary categories of storefronts: 1) dry retail, 2) food and beverage, and 3) services. These were further analyzed through the DOL's employment classifications of

- Full-Service Restaurant
 - Limited-Service Restaurant
 - Food & Beverage Store
 - Other Dry Retail Store
 - Clothing & Accessory Store
 - Health & Person Care Store
 - General Merchandise Store
 - Personal Care
 - Other Services
 - Bar
- **Land Based Classification Standards (LBCS):** The current list of allowed uses that are supported within the Zoning Code are based on Land Based Classification Standards. These are accepted by American Planning Association and recognized by the Institute of Transportation Engineers (ITE). However, the standards differ from the state and local building codes occupancy classes that are also codified in the Washington Administrative Code. Staff realized opportunities for improved alignment and informational crosswalks based on a comparison of the City's land use categories, zoning designations, allowed use categories and classes, building code occupancy classes, and business licensing's NAICS codes.

This realignment is tested against a 2019 proposal by BluSurf – a local, independent wakeboard manufacturer and merchant. BluSurf's small-scale manufacturing could align with Other Services while the in-person and on-line sales component aligns with General Merchandise Store.

Considerations

The following approaches were considered for simplicity and a lower level of investment during the first phase of the ReWrite.

- **Align with Building Code:** The Congress for New Urbanism recommends a variety of steps including alignment with the International Building Code. The Washington State Building Code provides ten use categories through which the allowed uses would be categorized and for which purpose statements would describe the variety of uses allowed within each category.
 - Assembly
 - Business

- E. Educational
- F. Factory
- H. High-Hazard
- Institutional
- M. Mercantile
- R. Residential
- S. Storage
- U. Utility and Miscellaneous
- Similarly, the level of operational investment for this approach is *low* based on the Building division's standard use of the International Building Code including for changes of use within developed floor area. As with the approaches described above, conditional and restricted uses would be addressed individually.



- **Main Streets and Urban Centers:** The Congress for New Urbanism also recommends a very broad approach for uses located along main streets and in downtown (urban center) areas. This ensures a vibrant array of businesses and high number of pedestrian environments. Recognizing that uses change over time, uses such as commercial, office, lodging, residential, civic, institutional, and artisanal manufacturing would be encouraged through code provisions. This approach involves a *moderate* amount of operational investment including access to educational resources for customers and staff.
- **Lean Code:** The most significant deviation from the existing Zoning Code and *highest level* of operational investment is through a lean approach. This involves five steps that can be addressed independently, in a phased approach, or in combination with the approaches described above.
 1. Allow residential uses on ground floors in urban centers. Limit this approach to secondary and lower classification streets to maintain the Main Street commercial character of Cleveland Street, Leary Way, and Redmond Way. Require that ground floor residential uses support flexibility such as conversion to commercial in the future.
 2. Allow, but do not require, mixed use in Urban Centers. Limit this approach to a third street typology similar to step #1.
 3. Allow non-hazardous, small-scale, and artisanal workspaces.
 4. Expand home occupation and live/work allowances.
 5. Reduce all requirements, where feasible, for change of use such as for concurrency, new parking, and impact fees.

Proposal

Allowed uses are also one of the more customer-facing aspects of the Zoning Code and should remain flexible and on frequent basis, adapt to economic conditions and trends. Staff proposes a multi-phased solution that borrows actions from the approaches describe above. During the 2020-2021 Foundational ReWrite, staff is proposing items 1 and 2 below. Items 3 and 4 are

proposed in part and will be additionally pursued in future updates such as in coordination with Redmond 2050.

1. **Eliminate redundant uses.**

Streamline the current uses by eliminating those that have similarities to other uses.

2. **Identify citywide, primary use categories, use classes, and use-based activities.**

Confirm and update the current primary use categories for alignment with the adopted Building Code and with the Trip Generation Manual (ITE). Using the combination of the Building Code and Trip Generation Manual, identify a limited number of inclusive secondary use categories. Clarify authority and conditions through which placement of uses may also occur such as for hybrid and flex commercial and office uses.

3. **Broaden Main Street, Urban and Local Center uses, and opportunities to live, work, and play near light rail stations.**

Develop a clear yet broad purpose statement and land use definition for 1) Main Streets of Cleveland Street, Leary Way, and Redmond Way; 2) Urban Centers of Downtown and Overlake; 3) Local Center of Marymoor Village; and 4) light rail station areas.

4. **Enhance diversity of uses based on Lean Code.**

Allow flex-space (residential and nonresidential) uses at ground floors based on street typology. Allow non-hazardous, small-scale, and artisanal workspaces along Main Streets and based on other street typologies. Expand opportunities for home occupation and live/work units in Urban and Local Centers.

Stakeholder Involvement

Stakeholder involvement occurred during several project milestones and involved a variety of communication tools:

- Conceptual Project Development: direct email, online presentation with question and answer period, Let's Connect forum, two office hours, one-on-one discussions
- Draft Proposed Amendments: direct email, online presentation with question and answer period, Let's Connect forum, three office hours, and proposal testing event
- Boards and Commissions Briefings: Redmond Arts and Culture Commission, Design Redmond Board, Parks and Trails Commission, and Pedestrian and Bicycle Advisory Committee

Stakeholders supported the proposed simplification and flexibility for allowed nonresidential uses throughout the City. They requested additional specificity to be included in the proposed allowed-use crosswalk table that intends to assist customers in associating new uses and terminology with former uses and terminology. Particularly, stakeholders were concerned with the proposed approach for home businesses being removed from the allowed use table and its incorporation into residential uses. They agreed that a footnote would support awareness and wayfinding regarding this accessory "activity" to residential uses.

Component 5: Strategic Revisions

Amendment Supports City Plans and Priorities

- Community Strategic Plan
- Long Term Recovery Plan (COVID-19 pandemic)
- Environmental Sustainability Action Plan's Unbundled Parking, Parking Minimums, and Non-Single Occupancy Vehicle (SOV) Usage
- Temporary Construction Dewatering (TCD) Policy Analysis Project strategy
- National Pollutant Discharge Elimination System (NPDES) Permit

Also Supports

- HP-1754: Concerning the hosting of homeless by faith-based organizations.

Overview

- Amends Administrative Design Flexibility to include additional opportunities for Design Review Board to support design flexibility within the purpose and intent of individual zoning designations
- Amends and clarifies Temporary Use Permits to facilitate actions of Redmond's Long-Term Recovery Plan
- Simplifies Floor Area Ratios in the Overlake neighborhood and Marymoor Design Districts
- Clarifies allowance of previously approved parking standards to remain effective to established buildings and site in the Downtown, Overlake, and Marymoor Village when the occupancy or ownership changes
- Amends the Town Center zoning incentive schedule to align with the Comprehensive Plan, Housing Action Plan, and the Community Strategic Plan regarding siting transit-oriented development near light rail station areas

The pandemic has put Redmond in unprecedented times. As part of the city's COVID recovery plan some code changes are being prioritized. Swift, predictable responses to inquiries from developers, business owners and community members are necessary to Redmond's recovery effort. Code revisions to those regulations that staff and applicants have identified as most confusing are being prioritized for simplification as well as building a regulatory framework that assists business recovery while maintaining public health and safety. These codes will be assessed for alignment with the Mayor's vision and the Community Strategic Plan to ensure revisions are not merely reactionary to the pandemic, but help further the City's commitment to livability, sustainability, equity, and resiliency.

Objective

Prioritize strategic changes to codes that frequently cause confusion among internal staff, developers, and community members. Areas of focus include clarifying process and authority, promoting economic recovery and simplifying standards to encourage appropriate development in urban



centers. These changes will be made to make the code more streamlined, efficient, aligned with the Community Strategic Plan, and to realize time and cost savings for both the city and applicants.

Proposal

Amendments to the Redmond Zoning Code include:

1. **Administrative Design Flexibility:** Clarifying process and authority for administrative design flexibility and modifications.
2. **Temporary Use Permit:** Promoting economic recovery through simple, promptly issued temporary use permits necessary to assist businesses while maintaining public health and safety. Incorporating HP-1754 regarding the hosting of homeless by faith-based organizations.
3. **Floor Area Ratio:** Encouraging continued development in identified urban centers by simplifying complex floor area ratio development standards.
4. **Parking Standards for Established and Older Structures:** Clarifying that previously approved parking ratios as well as parking patterns for older structures could remain as established during changes to uses, tenants, and ownership. Supporting the ongoing viability of business operations and leasing in the event of partial site and/or building condemnations.
5. **Town Center (TWNC) Zone Incentives:** Updating incentive provisions associated with the Redmond Town Center and advancing Comprehensive Plan policies in support of transit-oriented development (TOD) and housing goals.

Other Components: Annual Code Cleanup, Bridge Amendments to Overlake and Marymoor Design Districts, General Process, Definitions, and a Zoning Code Maintenance Plan

Annual Code Cleanup

Amendment Supports City Plans and Priorities

- Comprehensive Plan
- Community Strategic Plan
- Housing Action Plan
- Economic Development
- Transportation Master Plan
- Environmental Sustainability Action Plan strategies as identified within the Annual Code Cleanup report

Overview

- Amends the Overlake neighborhood and Marymoor Design District incentive schedule to reflect the exhaustion of previously established incentives and to advance City goals and priorities through development incentives that align with Comprehensive Plan, Housing Action Plan, and the Community Strategic Plan
- Amends building and site design for consistency with the City's Standard Details and Specifications regarding building overhangs
- Introduces additional opportunity for building height transfer to reduce impacts of temporary construction dewatering and subterranean parking structures to areas of high ground water

The City processes minor amendments to the Zoning Code to maintain the code's accuracy, functionality, and for consistency with federal, state, and local laws. This regular course of work involves amendments that are minor in substance and varied in its scope from year to year. Previous amendments of this nature occurred periodically in 2013, 2015, and 2018, then annually thereafter.

Topics proposed for minor amendments during 2021 are listed in the following table:

| Topic | Correction Purpose |
|---|--|
| Reduced Parking Near Frequent Transit per RCW 36.70A.620 | Consistency with state law |
| Sign Code Cross-Reference and Corrections | Clarification of cross-reference and corrections of typographical errors |
| Overlake Street Tree List | Clarification of reference to supporting document and program |
| Sidewalks in Easements | Clarification and confirmation of existing regulations |
| Town Center (TWNC) Development Agreement Code Clarification | Corrections reflecting expired development agreement |

| Topic | Correction Purpose |
|-----------------------------|---|
| Alter/Alteration Definition | Clarification for consistency with adopting ordinance |

Bridge Amendments to Overlake and Marymoor Design Districts

Amendment Supports City Plans and Priorities

- Community Strategic Plan
- Economic Development
- Long-Term Recovery Plan from COVID-19 Pandemic
- Housing Action Plan
- Environmental Sustainability Action Plan Green Building, Climate Emergency Declaration, Green Space Access/PARCC Plan Implementation, and Temporary Construction Dewatering strategies
- Temporary Construction Dewatering (TCD) Policy Analysis Project strategy
- National Pollutant Discharge Elimination System (NPDES) Permit

The Bridge amendment package is primarily focused on the City's growing urban center of Overlake (OV) and the newer neighborhood of the Marymoor Village (MDD).

- The first amendment realigns the development incentive packages found in RZC 21.12.170 OV Incentive Program and RZC 21.13.220 MDD Incentive Program to better meet the growing demands of affordable housing, sustainability, and economic vitality.
- The second portion of this amendment package proposes to amend RZC 21.12.100 OV Building Height that regulates Overlake building heights. The amendment relates to subterranean parking and shallow groundwater and their relationship to the maximum height allowed within Overlake. Portions of the Overlake neighborhood experience shallow groundwater tables that do not contribute to the City's drinking water supply. This geologic condition makes subterranean parking less feasible. This results in the need for above-ground parking structures that effectively reduce the amount of floor area that could otherwise be devoted to occupiable (non-parking) space. A structure's height is directly impacted by the placement of required parking within the project site.
- The last portion of this amendment package rectifies an unintentional conflict in the code between the allowance for building modulations over rights-of-way (RZC 21.62.030.E.2.c.iii Overlake Village Zones Supplemental Design Standards - Design of Large Buildings) and City's Standard Specifications for Road, Bridge, and Municipal Construction. The proposed amendment would align the code and the street standards by not allowing building modulations to encroach into the right-of-way.

General Process, Definitions, and a Zoning Code Maintenance Plan

Amendment Supports City Plans and Priorities

- Comprehensive Plan
- Community Strategic Plan

Additional amendments are proposed for the general improvement and recognition of the “living nature” of the City’s development regulations. A focus of continuous process improvement allows the City to address regulatory issues, demands, and goals on an as-needed basis. This strengthens customer service for external and internal consumers of the Zoning Code.

Development regulations also provide a foundation for economic development. Their accuracy, efficiency, and effectiveness help foster and maintain a supportive environment for people to do business in Redmond including:

- New business formation (startup/entrepreneurial);
- Preservation and development of business resiliency (legacy);
- Relocation of businesses in Redmond;
- Growth and adaption for businesses in fixed and new Redmond locations; and
- Innovations (business models).

The following highlight improvements proposed during the 2020-2021 Foundational ReWrite – the first of several phases that will advance the City’s focus on continuous process improvement:

- **General Process:** Addressing minor administrative process gaps will result in significant time and cost savings, benefitting both the customer and the City. For example, deviations from certain code provision are currently considered by the Code Administrator, Director of Public Works, or the City Council. However, the code does not provide a formal process that ensures consistency, predictability, and transparency for the applicant. Similarly, formality would be developed for Administrative Interpretations – including internal and public requests, Technical Committee decisions on amendments to the RZC Appendix, and clarifications to permit procedures such as Technical Committee’s extension for Certificates of Appropriateness Level I and II.
- **Definitions:** Strengthening the code’s definitions includes developing a guide to acronyms, standardizing use of references, and ensuring clarity and consistency of terminology. The code has been parsed into individual words for careful and thorough analysis, currently underway. Definitions are proposed to incorporate regulated standards when possible. These involve definitions set forth in the Revised Code of Washington and Washington Administrative Code. Terminology defined in other codes such as the International Building Code, technical manuals and other guiding documents that have been adopted or approved for City use would also be referenced. When industry standards are not established, the *Webster’s Third New International Dictionary of the English Language, Unabridged, copyright 1986* would be adopted as the secondary source for providing clarity.
- **Zoning Code Maintenance Plan:** Developing maintenance protocols supports long-term viability of the City’s investment in the code’s foundational rewrite. The protocols will reflect new standards and regulations described herein and ensure ongoing implementation of the format and organization established during the rewrite. A similar approach had been recently adopted for managing the City’s Cultural Resources Management Plan, providing example of the scope and scale of a code-based maintenance program. Standardizing clarity and consistency in the code’s format, organization, and style along with expectations for its maintenance would help the staff involved in drafting regulations and amendments to regulations avoid inadvertently “breaking” the code in the future. Another primary aspect of

the maintenance plan will be “health” checks at regularly planned intervals. During these, staff or a consultant will examine and provide recommendations for improving:

- The code’s functionality, consistency, and transparency;
- It’s relationship to the Comprehensive Plan; and
- Development Service’s administrative and operational procedures.

Execution Strategy

Staff proposes the following strategy for engaging stakeholders in consideration of and for providing feedback to the Foundational Rewrite proposals:

- Zoning Code formatting and organization,
- Streamlining and standardizing allowed residential uses,
- Improving and clarifying Accessory Dwelling Unit code provisions, and
- Simplifying allowed nonresidential uses.

| Communication and Stakeholder/Community Involvement | | | | |
|---|---------------------------------------|---|---------------------------------------|--|
| Stakeholder | Estimated Timing | Venue | Project Team Members | Authorizer |
| Long Range Planning, Housing, and Human Services | Ongoing | Teams Meeting, Technical Testing, Redmond 2050, Housing Action Plan | Sarah Pyle, Kim Dietz, Cameron Zapata | Sarah Pyle, Jeff Churchill, Brooke Buckingham, Beckye Frey |
| CDI and Pre-Tech | Ongoing | Weekly CDI Team Meeting, Pre-Tech Meeting, Technical Testing | Kim Dietz, All Team | Sarah Pyle |
| Planning Leadership | Decision and Communication Milestones | Weekly 4P, Briefings | Kim Dietz, Team Members | Sarah Pyle |
| 3P | Decision Milestones | Weekly 3P | Sarah Pyle, Kim Dietz | Carol Helland |
| Communications Team | Ongoing | Teams | Kim Dietz | Jill Smith |

| | | | | |
|---|--------------------------------------|--|------------------------|--|
| City Boards and Commissions | Project Review Milestones | Boards and Commissions Meetings | Sarah Pyle, Kim Dietz | Carol Helland |
| City Council Committee of the Whole (P2W) | Project Action and Review Milestones | City Council Meeting Venue | Sarah Pyle, Kim Dietz | Carol Helland |
| Business and Organizations | Project Communication Milestones | OneRedmond, Project Webpage, Direct Email, City ENews and Social Media, Teams, Webinar, Let's Connect Redmond, Office Hours, Technical Testing, One-on-One | Kim Dietz, Jill Smith | Mayor, Carol Helland, Lisa Maher, Sarah Pyle |
| Community | Project Communication Milestones | Project Webpage, City ENews and Social Media | Kim Dietz, Jill Smith, | Mayor, Carol Helland, Sarah Pyle |

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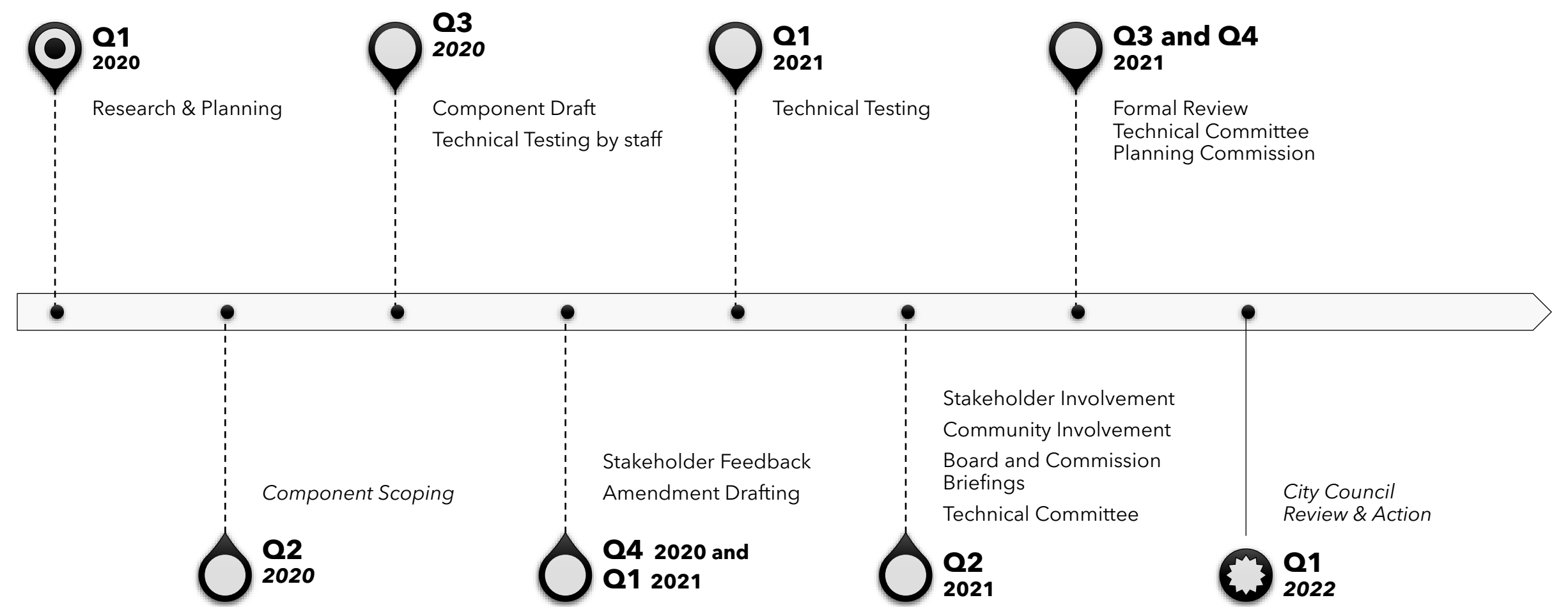


The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit redmond.gov/TitleVI.

无歧视声明可在本市的网址 redmond.gov/TitleVI 上查阅 | El aviso contra la discriminación está disponible en redmond.gov/TitleVI.

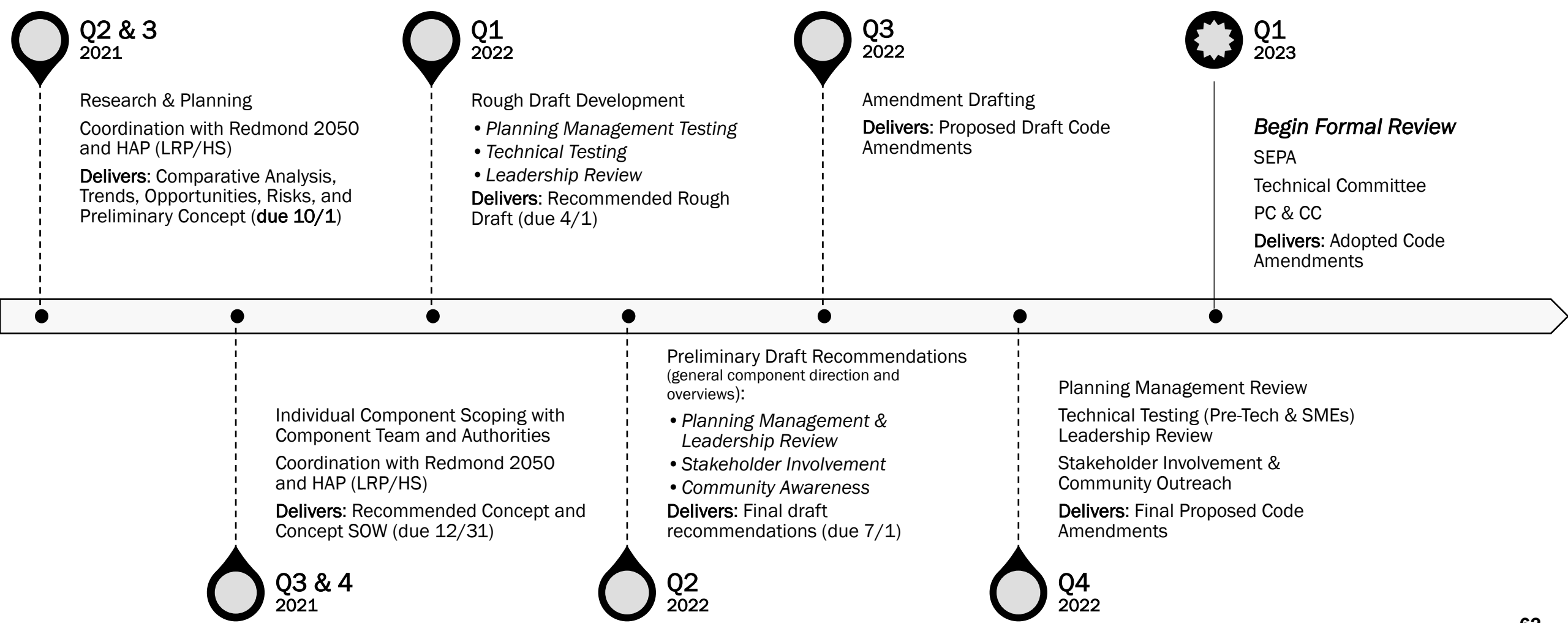
Redmond Zoning Code ReWrite - Phase 1

Project Timeline



Redmond Zoning Code ReWrite - Phase 2

Project Timeline





Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-016

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|--------------------|-----------------|
| Planning and Community Development | Beverly Mesa-Zendt | Deputy Director |
|------------------------------------|--------------------|-----------------|

TITLE:

Receive Planning Commission Report and Recommendation for Redmond Zoning Code (RZC) Permanent Amendments Implementing Engrossed Second Substitute House Bill (HB) 1220

OVERVIEW STATEMENT:

On August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align with state adopted definitions and to implement the preemption adopted by HB 1220. The City Council then referred the matter to the Planning Commission for development of permanent regulations. On December 1 and December 15, 2021, the Planning Commission held a public hearing and deliberated on permanent regulations, public testimony, and City Council guidance. On January 12, 2022, the Planning Commission will take action on the Planning Commission Report and Recommendation attached here. Proposed permanent regulations repeal and replace Ordinance No. 3059.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Revised Code of Washington (RCW), HB 1220, Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan.

- **Required:**

Under RCW 36.70A.390 <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.390>>, an interim official control adopted may be effective for a period not longer than six months or up to one year if a work plan is developed for related studies. The Planning Commission Report and Recommendation is provided to comply with requirements set forth in RCW 36.70 and to fully implement HB 1220 which was signed into law and went into effect on July 25, 2021.

- **Council Request:**

N/A - Amendments to the RZC require City Council approval.

- **Other Key Facts:**

Engrossed Second Substitute House Bill (HB) 1220 - Zoning Mandates.

On May 12, HB 1220 was signed into law and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to

implement the following mandates:

- i. Effective July 25, 2021, permanent supportive housing and transitional housing shall not be prohibited in any zone where residential dwellings or hotels are allowed; and
- ii. Effective September 30, 2021, indoor emergency housing and indoor emergency shelters shall not be prohibited in any zone where hotels are allowed.

Redmond Zoning Code.

Although these types of land uses were allowed in many zones under the RZC, it does not define nor clarify the provisions through which permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters are mandated consistent with HB 1220 requiring amendments to current regulations in the RZC.

Interim Zoning Controls.

On August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align City shelter regulations with state adopted definitions and to implement the preemption adopted by HB 1220.

Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission

On October 5, Council held a public hearing, in accordance with RCW 36.70A.390. Council directed staff to make several changes to the Draft Supplemental Findings of Fact, Conclusions and Transmittal Guidance to the Planning Commission during its study session on October 26, 2021. On November 1, 2021, the City Council adopted Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission.

Planning Commission Report and Recommendation

The Planning Commission has reviewed and considered:

- Applicable criteria for approval: RZC 21.76.AE Zoning Code Amendment -Text;
- Public Comments regarding proposed amendments;
- The Supplemental Findings of Fact and Conclusions for Interim Official Control Ordinance No. 3059; and
- The Technical Committee Report.

The Planning Commission will consider approval of the Report and Recommendation on January 12, 2021, which will thereafter be transmitted to the City Council for consideration and approval.

OUTCOMES:

By repealing Ordinance No. 3059 and adopting proposed regulations, the Council advances the development of more comprehensive and responsive permanent regulations to implement the preemption adopted by HB 1220. Adoption of permanent regulations will ensure substantial compliance with the requirements of state law adopted under HB 1220 and assist the city to responsibly meet its state required jurisdictional targets for permanent supportive housing, transitional housing, emergency shelters and emergency housing.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Public involvement commenced in August 2021 and has continued through December 15, 2021.
- **Outreach Methods and Results:**
 - City Council Public Hearing 10-5-21
 - Public Hearing December 1, 2021 through December 15, 2021
 - Public notices for City Council Meetings and Planning Commission Meetings
 - Notice of public hearing in the Seattle Times- on November 10, 2021.
 - SEPA Notice and Request for Comments

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-016

Type: Committee Memo

- Email Distribution Lists
- Social Media and City E-News
- City website - Housing Page [Housing | Redmond, WA <https://www.redmond.gov/612/Housing>](https://www.redmond.gov/612/Housing)
- **Feedback Summary:**
 - A Public Input Summary was included in the packet of materials provided at the November 1, 2021 City Council Meeting.
 - A summary Matrix of Public Comment is provided in Attachment A to the Planning Commission Report and Recommendation.

BUDGET IMPACT:

Total Cost:

There is no fiscal impact associated with this proposed amendment to the Redmond Zoning Code. Staff working on this amendment are funded through the adopted budget.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

000250 - Community and Economic Development

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs: ☐ Yes

☐ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 11/1/2021 | Special Meeting | Approve |
| 11/1/2021 | Committee of the Whole - Planning and Public Works | Provide Direction |
| 10/26/2021 | Study Session | Provide Direction |
| 10/5/2021 | Business Meeting - Public Hearing on IOC | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|---------------------|
| 1/11/2022 | Committee of the Whole - Planning and Public Works | Receive Information |
| 2/1/2022 | Business Meeting | Receive Information |
| 2/8/2022 | Study Session | Provide Direction |
| 3/1/2022 | Business Meeting | Approve |

Time Constraints:

Under RCW 36.70A.390 <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.390>>, an interim official control adopted may be effective up to one year if a work plan is developed for related studies. A work plan was adopted under Ordinance 3059.

ANTICIPATED RESULT IF NOT APPROVED:

If permanent regulations are not adopted within a year of the adopted Interim Official Control (IOC) ordinance - the IOC may be renewed for one or more six-month periods if a subsequent public hearing is held, and findings of fact are made prior to each renewal.

ATTACHMENTS:

DRAFT Planning Commission Report and Recommendation
Attachment A - Public Comment Matrix and Written Comments
Attachment B - Notice of Public Hearing
Attachment C - Final Planning Commission Issues Matrix
Attachment D - Draft Redmond Zoning Code Amendments
Attachment E - Technical Committee Report and Recommendation



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-016

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|--------------------|-----------------|
| Planning and Community Development | Beverly Mesa-Zendt | Deputy Director |
|------------------------------------|--------------------|-----------------|

TITLE:

Receive Planning Commission Report and Recommendation for Redmond Zoning Code (RZC) Permanent Amendments Implementing Engrossed Second Substitute House Bill (HB) 1220

OVERVIEW STATEMENT:

On August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align with state adopted definitions and to implement the preemption adopted by HB 1220. The City Council then referred the matter to the Planning Commission for development of permanent regulations. On December 1 and December 15, 2021, the Planning Commission held a public hearing and deliberated on permanent regulations, public testimony, and City Council guidance. On January 12, 2022, the Planning Commission will take action on the Planning Commission Report and Recommendation attached here. Proposed permanent regulations repeal and replace Ordinance No. 3059.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Revised Code of Washington (RCW), HB 1220, Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan.

- **Required:**

Under RCW 36.70A.390 <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.390>>, an interim official control adopted may be effective for a period not longer than six months or up to one year if a work plan is developed for related studies. The Planning Commission Report and Recommendation is provided to comply with requirements set forth in RCW 36.70 and to fully implement HB 1220 which was signed into law and went into effect on July 25, 2021.

- **Council Request:**

N/A - Amendments to the RZC require City Council approval.

- **Other Key Facts:**

Engrossed Second Substitute House Bill (HB) 1220 - Zoning Mandates.

On May 12, HB 1220 was signed into law and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to

implement the following mandates:

- i. Effective July 25, 2021, permanent supportive housing and transitional housing shall not be prohibited in any zone where residential dwellings or hotels are allowed; and
- ii. Effective September 30, 2021, indoor emergency housing and indoor emergency shelters shall not be prohibited in any zone where hotels are allowed.

Redmond Zoning Code.

Although these types of land uses were allowed in many zones under the RZC, it does not define nor clarify the provisions through which permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters are mandated consistent with HB 1220 requiring amendments to current regulations in the RZC.

Interim Zoning Controls.

On August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align City shelter regulations with state adopted definitions and to implement the preemption adopted by HB 1220.

Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission

On October 5, Council held a public hearing, in accordance with RCW 36.70A.390. Council directed staff to make several changes to the Draft Supplemental Findings of Fact, Conclusions and Transmittal Guidance to the Planning Commission during its study session on October 26, 2021. On November 1, 2021, the City Council adopted Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission.

Planning Commission Report and Recommendation

The Planning Commission has reviewed and considered:

- Applicable criteria for approval: RZC 21.76.AE Zoning Code Amendment -Text;
- Public Comments regarding proposed amendments;
- The Supplemental Findings of Fact and Conclusions for Interim Official Control Ordinance No. 3059; and
- The Technical Committee Report.

The Planning Commission will consider approval of the Report and Recommendation on January 12, 2021, which will thereafter be transmitted to the City Council for consideration and approval.

OUTCOMES:

By repealing Ordinance No. 3059 and adopting proposed regulations, the Council advances the development of more comprehensive and responsive permanent regulations to implement the preemption adopted by HB 1220. Adoption of permanent regulations will ensure substantial compliance with the requirements of state law adopted under HB 1220 and assist the city to responsibly meet its state required jurisdictional targets for permanent supportive housing, transitional housing, emergency shelters and emergency housing.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Public involvement commenced in August 2021 and has continued through December 15, 2021.
- **Outreach Methods and Results:**
 - City Council Public Hearing 10-5-21
 - Public Hearing December 1, 2021 through December 15, 2021
 - Public notices for City Council Meetings and Planning Commission Meetings
 - Notice of public hearing in the Seattle Times- on November 10, 2021.
 - SEPA Notice and Request for Comments

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-016

Type: Committee Memo

- Email Distribution Lists
- Social Media and City E-News
- City website - Housing Page [Housing | Redmond, WA <https://www.redmond.gov/612/Housing>](https://www.redmond.gov/612/Housing)
- **Feedback Summary:**
 - A Public Input Summary was included in the packet of materials provided at the November 1, 2021 City Council Meeting.
 - A summary Matrix of Public Comment is provided in Attachment A to the Planning Commission Report and Recommendation.

BUDGET IMPACT:

Total Cost:

There is no fiscal impact associated with this proposed amendment to the Redmond Zoning Code. Staff working on this amendment are funded through the adopted budget.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

000250 - Community and Economic Development

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs: ☐ Yes

☐ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 11/1/2021 | Special Meeting | Approve |
| 11/1/2021 | Committee of the Whole - Planning and Public Works | Provide Direction |
| 10/26/2021 | Study Session | Provide Direction |
| 10/5/2021 | Business Meeting - Public Hearing on IOC | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|---------------------|
| 1/11/2022 | Committee of the Whole - Planning and Public Works | Receive Information |
| 2/1/2022 | Business Meeting | Receive Information |
| 2/8/2022 | Study Session | Provide Direction |
| 3/1/2022 | Business Meeting | Approve |

Time Constraints:

Under RCW 36.70A.390 <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.390>>, an interim official control adopted may be effective up to one year if a work plan is developed for related studies. A work plan was adopted under Ordinance 3059.

ANTICIPATED RESULT IF NOT APPROVED:

If permanent regulations are not adopted within a year of the adopted Interim Official Control (IOC) ordinance - the IOC may be renewed for one or more six-month periods if a subsequent public hearing is held, and findings of fact are made prior to each renewal.

ATTACHMENTS:

DRAFT Planning Commission Report and Recommendation
Attachment A - Public Comment Matrix and Written Comments
Attachment B - Notice of Public Hearing
Attachment C - Final Planning Commission Issues Matrix
Attachment D - Draft Redmond Zoning Code Amendments
Attachment E - Technical Committee Report and Recommendation



PLANNING COMMISSION REPORT AND RECOMMENDATION TO CITY COUNCIL

January 12, 2022

| | |
|----------------------|--|
| Project File Number: | LAND-2021-00859 |
| Proposal Name: | HB 1220 Implementation Regulations |
| Applicant: | City of Redmond |
| Staff Contacts: | Carol Helland, Director Beverly Mesa-Zendt, Deputy Director Planning and Community Development |

FINDINGS OF FACT

Public Hearing and Notice

a. Planning Commission Study Sessions and Public Hearing Dates

- i. The City of Redmond Planning Commission held study sessions on the following dates:
 - November 1, 2021
 - December 1, 2021
 - December 15, 2021
- ii. The City of Redmond Planning Commission held a public hearing on the proposed amendments on December 1, 2021 and continued the public hearing for written comments until December 15, 2021. Comments are more fully summarized in **Attachment A**.

b. Notice and Public Involvement

The public hearing notice was published in the Seattle Times on November 10, 2021, in accordance with *RZC 21.76.080 Review Procedures*, and is provided in **Attachment B**. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas.

Additional outreach included the following:

- i. Email to interested parties requesting notification;
- ii. Posting on the City Housing webpage; and
- iii. Notice of the Public Hearing sent through city E-News and social media.

The Planning Commission considered public comment and identified issues to be addressed in proposed regulations. The final Issues Matrix is provided as **Attachment C**.

Redmond Comprehensive Plan Amendment Summary and Criteria Evaluation

On August 17, 2021, Council adopted Ordinance No. 3059 imposing an Interim Official Control to amend portions of the Redmond Zoning Code (RZC) to align City homeless shelter regulations with state adopted definitions and to implement the preemption adopted by House Bill (HB) 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and to allow indoor Emergency Housing and indoor Emergency Shelters in all zoning districts where hotels are allowed. Proposed amendments contained herein identify permanent zoning regulations to fully implement the preemption adopted by HB 1220 and to repeal and replace the Interim Official Control Ordinance 3059. The city is proposing amendments to the following Articles of the Redmond Zoning Code:

1. Article I Zone Based Regulations
2. Article II Citywide Regulations
3. Article VII Definitions

Proposed amendments are provided as **Attachment D: Final Redmond Zoning Code Amendments- HB 1220 – Redline/Strikethroughs.**

RZC 21.76.070.AE provides the following decision criteria for zoning code amendments:

Amendment Criteria. All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.

Staff Analysis

| RZC 21.76.070.AE Zoning Code Amendment Criteria | | MEETS/ DOES NOT MEET | STAFF ANALYSIS |
|---|--|-------------------------------|---|
| 1 | <i>All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan.</i> | MEETS | These regulations are set forth to ensure compliance with state mandates. These amendments are in general conformance with the Comprehensive Plan. Any amendments to the Comprehensive Plan needed for full and complete alignment with these regulations will be adopted as part of Redmond's periodic review of the Comprehensive Plan. |

Recommended Conclusions of the Technical Committee

On October 27, 2021, the Technical Committee reviewed the proposed amendments identified in Attachment A and found the amendments **to be consistent** with review criteria identified in *RZC 21.76.AE Zoning Code Amendment -Text*.

The Technical Committee provided the following additional recommendation.

Condition – that the Planning Commission consider and address the recommendations identified in the transmittal from the City Council provided in the Supplemental Findings of Fact, Conclusions, and Transmittal Guidance to the Planning Commission for Interim Official Control Ordinance No. 3059 adopted on October 26, 2021.

PLANNING COMMISSION RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- A. *Applicable criteria for approval: RZC 21.76.AE Zoning Code Amendment -Text;*
- B. *Public comments regarding proposed amendments;*
- C. *City Council approved Supplemental Findings of Fact and Conclusions for Interim Official Control Ordinance No. 3059; and*
- D. *The Technical Committee Report (Attachment E).*

Recommendation

The Planning Commission finds the amendments to Article I, Article II, and Article VII of the Redmond Zoning Code, identified as **Attachment D: Final Redmond Zoning Code Amendments- HB 1220**, to be **consistent** with applicable review criteria and recommends repeal of Ordinance 3059 and approval of the attached amendments to the Redmond Zoning Code with no additional conditions.

Carol Helland
Planning and Community Development Director

Sherri Nichols
Planning Commission Chair

Attachments

- A. Public Comment Matrix**
- B. Public Hearing Notice**
- C. Planning Commission Issues Matrix**
- D. Final Redmond Zoning Code Amendments - HB 1220**
- E. Technical Committee Report**

Attachment A to the Planning Commission Report /Recommendation
Public Hearing Oral and Written Public Comments

| Date | Name | Written or Oral | Summary |
|------------|-------------------------------------|------------------|--|
| 12/13/2021 | linda@waasi ans4equality .org | Written/Attached | Multiple Recommendations for permanent regulations – generally calling upon alignment with other codes . Provides recommended language. |
| 12/4/2021 | Kan Qiu | Written/Attached | Please include the following requirement terms to protect public safety: 1. Background checks 2. Security staff onsite 24x7. 3. No substance abusers allowed. 4. At least 3 miles apart from each other 5. Each site should have an upper limit of 100 residence |
| 12/4/2021 | Nan Jiang | Written/Attached | Amendments to Interim should consider: 1. Applicant's background checks; 2. Security staff onsite at all time 24x7; 3. Substance abusers should go to treatment centers instead of Silver Cloud hotel; 4. Max occupancy and max length of stay should be set properly; 5. Silver Cloud homeless hotel serves WA state residents only. |
| 12/2/2021 | Phyllis White | Written/Attached | Encourages more alignment with other jurisdictional codes. Cites Bellevue, Denver and Bellingham. |
| 12/2/2021 | Sergey Kireev | Written/Attached | Concerns about crime and drug use In conclusion: staff cannot sell or provide any equipment or kit that can be used to facilitate drug use. Gun free zone. Metal detector to detected concealed guns. The public need to know the contact persons from the operator, city of Redmond and King County for the escalated issues. |
| 12/2/2021 | Shirley Cai | Written/Attached | recommend Redmond City Council to amend Ordinance 3059 with some basic safety terms. 1. Background check before entry, no sex offenders allowed. 2. On site security staff 24x7 3. No substance abusers allowed, including alcohol and drug. 4. Limit service to 100 people, no outside guest of residents allowed. 5. Service provider to ensure hotel and surrounding areas clean. 6. People who wants to leave hotel may not stay on street. They must be transported to another |
| 12/2/2021 | Ying Pei | Written/Attached | Please recommend the following to Redmond City Council to amend Ordinance 3059. 1. Detailed security plan, including security staff on site 24x7 2. Strict Background check, no sex offenders allowed. 3. Limit occupancy to no more than 100. 4. No substance abusers allowed, including alcohol and drug. 5. Service provider to ensure hotel and surrounding area kept clean without nuisance. 6. Residents who break the rule of the hotel or law much be sent to another facility away from residential areas and not left wondering in public. |
| 12-1-2021 | Adel Yu | Written/Attached | Please recommend the following to Redmond City Council to amend Ordinance 3059. 1. NO drug use allowed by residents. 2. Background check is a must, no sex offenders allowed. 3. 24x7 security staff on site. 4. Families with kids should be a priority. 5. Service provider to ensure the hotel and surrounding area kept clean without nuisance. 6. limit on max occupancy to 100. |
| 12/1/2021 | Zaneta Reid | Oral | Lived Experience Coalition Member-Consider more supportive services for those who are unhoused, give correct representation |
| 12/1/2021 | Maria Lynn Arns | Oral | Lived Experience Coalition Member – support for housing first and removing barriers to housing to help folks live a healthier life- supports the benefits of a supportive system and related positive outcomes |
| 12/1/2021 | Joy Randall | Oral | Appreciation for addressing regional homelessness crisis – work for solutions and remove roadblocks. Lives in OV. Lack of commitment to community programs has shown its impact. Support for Health though Housing. Opposed to increased policing. |
| 12/1/2021 | Harold Odom | Oral | Lived Experience Coalition – Expressed support for Health through Housing. Supports Housing First. Housing First is a model that helps people get better. Opposition to Nimbyism and stigmatizing unhoused. |
| 12/1/2021 | Amy P | Written/Attached | The following are my list of recommendations. 1. No drug use allowed by residents. 2. 24x7 security staff on site at a minimum 1 to 10 ratio. 3. Support staff at 1 to 7 ratio. 4. Families with kids should be a priority 5. Registered sex offender shall not be allowed to reside within projects like this located within 1500 feet with daycares or schools. 6. Background check is a must. 7. limit on max occupants to 100 |
| 12/1/2021 | Changnien Zhou | Written/Attached | More specifically, considering some basic safety terms as given below? 1. Provide priority to families with kids. 2. Require background check before entry, no sex offenders allowed. 3. Provide effective security management practices and controls, e.g., 24x7 on site security staff . 4. Limit the maximum capacity of the service to 100 people, no outside guests of residents allowed. |

Attachment A to the Planning Commission Report /Recommendation
Public Hearing Oral and Written Public Comments

| | | | |
|-----------|------------|------------------|---|
| | | | 5. Protect the hotel and surrounding areas to be clean, no substance abusers allowed, including alcohol and drug. |
| | Chris Chew | Written/Attached | I am against low barrier shelter. It should have the following: background checking, no substance abuses, set the site limit to 100 people 24/7 security. |
| 12/1/2021 | Jane P | Written/Attached | Although we should help people with needs, we also need to protect the public health and safety of our community. Please make sure to make strict background checks on occupants. No sex offenders and substance abusers should be allowed. A detailed security plan should also be included in planning. |
| 12/1/2021 | Jinjinluo | Written/Attached | . I am very concerned for kids safety and hope you can recommend Redmond City Council to amend Ordinance 3059 with some basic safety terms. 1. Background check before entry, no sex offenders allowed. 2. On site security staff 24x7 3. No substance abusers allowed, including alcohol and drug. 4. Limit service to 100 people, no outside guest of residents allowed. 5. Service provider to ensure hotel and surrounding areas clean. 6. People who wants to leave hotel may not stay on street. They must be transported to another shelter. |
| 12/1/2021 | 王慧瑜 | Written/Attached | Please recommend Redmond Council to amend ordinance 3059 to add safety terms to protect public safety and health, Including the following: 1. Background checks, no sex offenders allowed 2. Security staff onsite at all times, with 1:12 ratio 3. No more than 100 residents at a time. 4. No drug user or substance abusers allowed 5. People who break rule send to somewhere else with higher security, not on street |

From: [Nan Jiang](#)
To: [Planning Commission](#)
Cc: [Council](#)
Subject: Strengthening safety measures regarding Silver Cloud homeless hotel
Date: Saturday, December 4, 2021 4:48:57 PM

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

Dear Redmond City Council and Planning Commission members,

In order to protect public safety of the surrounding schools and neighborhood, please kindly ensure the following measures are incorporated as part of the amendment 3059 regarding Silver Cloud homeless hotel usage:

1. Applicant's background checks;
2. Security staff onsite at all time 24x7;
3. Substance abusers should go to treatment centers instead of Silver Cloud hotel;
4. Max occupancy and max length of stay should be set properly;
5. Silver Cloud homeless hotel serves WA state residents only.

Happy Holidays!

A concerned citizen – Jin Qian

From: linda@waasians4equality.org
To: [Planning Commission](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: Public comment on RZC Amendments to Implement HB 1220
Date: Monday, December 13, 2021 8:34:55 PM

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Hi

Please include below suggested changes as my public comment on Draft Revisions to IOC 3059 (Permanent Regulations) - Draft RZC Amendments 21.57.010 Permanent Supportive Housing and Transitional Housing and Draft RZC Amendments 21.57.020 Emergency Shelter and Emergency Housing:

C. Requirements.

1. Siting and Spacing of Permanent Supportive Housing and Transitional Housing.

The siting and spacing of permanent supportive housing and transitional housing shall be limited to no less than ~~one-half mile~~ **five miles** from any established Permanent Supportive Housing and Transitional Housing.

(**Supporting evidence:** Auburn municipal code 18.41.160 (<https://auburn.municipal.codes/ACC/18.31.160>) "*Minimum separation from other supportive housing projects: five miles.*")

2. Density:

The density or maximum number of residents for permanent supportive housing and transitional housing shall be limited as follows:

a. Permanent supportive housing and transitional housing located in mixed-use zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be ~~limited to 100 residents unless agreed upon with additional mitigation measures as part of an Occupancy Agreement~~ **no more than 100 residents, unless the property owners and operators have demonstrated proven track record the ability to run a permanent supportive housing and transitional housing at the capacity of 100 and more residents without resulting in increase in crime and homeless rates of the nearby neighborhood. Nearby neighborhood is defined as within 1 mile radius of the permanent supportive housing and transitional housing.**

b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density and occupancy based on the underlying zoning district in which the use is proposed.

(Supporting evidences:

a. City of Renton D-200 (<https://renton.civicweb.net/FileStorage/3A4B90A73C674C928E1E42F23CED698B-Staff%20Rpt.%20D-200%20Compliance%20with%20ESSHB%201220.pdf>) "*limit the scale of such facilities by zoning density limits or limit to 100 sleeping units, or 115 units there is an agreement with the City to designate at least 15% of the units to those currently experiencing homelessness in the City, whichever is less.*"

b. City of Renton's memo

(<https://renton.civicweb.net/FileStorage/C8F39F15D7BE48B082B2C82D3DC0E22C->

Adopt%20the%20Following%20Interim%20Zoning%20Controls_%20Cl.pdf) "City staff recommends **limiting the capacity of overnight shelters to 100 to mitigate impacts on the surrounding community.** The capacity restriction of 100 residents is also contained in the City of Bellevue's homeless services regulations. The need for this type of limitation is evidenced by the impacts DESC's Renton Red Lion shelter have created both within the shelter and in the areas surrounding the shelter, as well as the amount of resources Renton's emergency service providers have had to dedicate to a single property. The Renton Red Lion shelter operators insist that deintensifying the density in which its high-need, low-barrier residents live reduces interpersonal conflicts and calls to 9-1-1. Although these conflicts may have reduced as compared to a congregate shelter environment, the increase in crime and demands upon Renton's emergency responders indicate a need for further deintensification to limit impacts at a single location and further limit interpersonal conflicts between residents. The Renton Red Lion shelter operators argue that they cannot control behaviors of their residents in and around the shelter. The limitation of number of residents, therefore, is not likely to eliminate the impacts to the surrounding neighborhood, but it is expected to proportionately reduce those impacts. "

3. Occupancy Agreement:

1) Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park.
 (Supporting evidence: Auburn municipal code 18.41.160 (<https://auburn.municipal.codes/ACC/18.31.160>)) "Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park.")

2) An occupancy agreement shall be established with the City prior to occupancy of a permanent supportive housing or transitional housing use:

i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.

3) The occupancy agreement shall include but not be limited to the following:

- i. Name of the operator and service provider.
- ii. Statement of experience operating permanent supportive housing and transitional housing or any other relevant experience.
- iii. Statement of homeless population to be served. And a plan for developing a community service model that is tailored to the homeless population to be served at the location where the permanent supportive housing and transitional housing is proposed to be located.
- iv. Names and contact information for onsite staff, including 24-hour accessible phone contact.
- v. Description of the services to be provided onsite.
- vi. Description of the staffing plan including the following:
 - A. Number of staff supporting residents and operations per shift, number of shifts per 24x7;
 - B. Certification requirements;
 - C. Staff training programs;
 - D. Staff to ~~client~~ residents/clients ratios per shift. No lower than 1 staff to 6 mentally ill residents/clients during day shifts, 1 staff to 7 mentally ill residents/clients during night shift; No lower than 1 staff to 10 substance addicts per shift;

(Supporting evidences:

a) Standard staff-patient ratio in a mental health facility (<https://enlighttreatmentcenter.com/the-importance-of-staff-to-patient-ratio-in-mental-health/>). "One nurse to 4/6 patients during the day; One nurse to 7 patients overnight, In acute mental health patients, one to one or one to two depending on the level of need."

b) Standard staff-client ratio in a substance rehab facility (<https://areterecover.com/drug-rehab/staff-to-client-ratio/>) "While not every client is going to require the same level of personalized care based on their

unique situation, the range of client-to-staff ratio at a high-quality rehab center tend to range between 1:3 and 1:10. More than 1:10 and you can expect to start experiencing a lower level of individualized attention and care."

)

E. Dedicated 24x7 on-site security monitoring staff;

F. Dedicated 24x7 on-site front desk staff;

G. Adequate Comprehensive services including but not limited to counseling services, case management, medication monitoring, vocational counseling or training, chemical dependency services, health and behavioral health treatment and services on-premise; and

~~E-H.~~ H. Roles and responsibilities of all staff.

~~vi.~~ vii. Program rules and/or code of conduct describing occupant expectation and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs both inside and surround the housing site;

B. Prohibition on the use or sale of illegal drugs both inside and surround the housing site;

C. Prohibition on illegal use or sale of controlled substances both inside and surround the housing site;

~~B-D.~~ D. Prohibition of Threatening or unsafe behavior;

(Supporting evidence for the above mentioned: Bellingham Municipal code 20.15A.020

<https://bellingham.municipal.codes/BMC/20.15A.020>) "*prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe behavior.* "

~~C-E.~~ E. Weapon possession-Ensuring that items deemed as weapons are stored in a safe location;

F. Quiet time between 11pm to 7am. No noises inside or surround the housing site during quiet time;

G. Controlled access in and out of the housing site for residents. No illegal drugs or illegally obtained controlled substances in and out the housing site by the residents;

H. Guest policy. All guests must register with the front desk, and must check in and out. No guest overnight stay (except relatives);

I. Residents must clean up its own garbage;

J. Provisions for consequences for violation of rules, perhaps leading up to termination of residency;

K. Provisions on site aesthetics (including graffiti or obscene artwork or displays);

L. City and county ordinance compliance.

viii. Security cameras overlook public areas and outside surrounding areas.

~~v. ix.~~ Safety and security plan reviewed and approved by the Redmond Police Department. Developed in consultation with and approved by the Redmond Police and Fire Department, a safety and security plan describing measures that the operator will employ to promote the safety of permanent supportive housing and transitional housing residents and surrounding residents and businesses, including but not limited to:

A. A plan for deployment (including time, place and manner) of security patrols;

B. A plan to address disruptive behavior within a permanent supportive housing and transitional housing and in the perimeter area that infringes on the safety of residents or employees of the housing site, and a description of the consequences for engaging in disruptive behavior;

C. A plan for managing loitering, panhandling, and unpermitted camping in the perimeter area of the permanent supportive housing and transitional housing;

D. Identification of site specific magnet areas (e.g., greenbelts, parks, libraries, transit facilities, etc.) and a plan to address behavior that is inconsistent with the code of conduct and Redmond City Code;

E. Implementation of background checks or additional reference checks to ensure that the operators are fully aware of residents background and have a plan to mitigate risks ;

F. A plan for coordination between the service provider, Redmond Public Safety staff (e.g., police, fire, park rangers, etc.), and private security forces employed by surrounding property and business owners;

G. A plan for coordination and communication between the service provider, Redmond Police, and other local and regional law enforcement agencies to ensure timely information sharing between agencies;

H. A plan for coordination with state and local law enforcement to ensure compliance with conditions of

parole, probation, or community custody, including but not limited to any residency restrictions;
I. Provision of a phone number and point of contact at the permanent supportive housing and transitional housing for the community to report concerns;
J. A plan for addressing reported concerns and documenting resolution, and making this information publicly available; and
K. Identification of performance metrics that will be used to track compliance with the safety and security plan.

(Supporting evidence: Bellevue municipal code 20.20.455 (<https://bellevue.municipal.codes/LUC/20.20.455>) *section F.2.g*

x. Daily garbage and needle clean up at the housing site and surrounding neighborhood. Surrounding neighborhood is defined as within 0.5 mile radius of permanent supportive housing and transitional housing.

~~vi.~~ xi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a “Good Neighbor Agreement Plan”)

A. Refer to Bellevue municipal codes 20.20.455 G Good Neighbor Agreement Process Required (<https://bellevue.municipal.codes/LUC/20.20.455>) for details

~~vii.~~ xii. Description of eligibility for residency and a referral process, including but not limited to:

A. Prioritizing local referrals.

B. Service providers are required to evaluate each prospective resident and provide individual service plan. Only those that the service providers deem they can support should be referred to the housing site. The evaluation process will determine if the proposed location is a fit or if another option or location would be better.

(Supporting evidence: King County FAQ: *"The assessment between case manager and prospective tenant will determine if the proposed location is a fit or if another option or location would be better."*

xiii. Property owner and operator will identify any registered sex offenders who are referred to the housing site, and will follow all required steps, including reporting them to law enforcement for monitoring and excluding any who cannot live near schools by virtue of their status. Nearby residents and businesses will be notified via agreed upon methods, including, but not limited to signs by the facility, mails, emails, phone calls.

(Supporting evidence: Email from county council chair Balducci’s email: *"I have confirmed that King County will identify any registered sex offenders who are referred to this location, and will follow all required steps, including reporting them to law enforcement for monitoring and excluding any who cannot live near schools by virtue of their status."*)

~~viii.~~ xiv. Parking management plan that includes a prohibition of car camping onsite and in designated on-street parking.

xv. Operators and service providers are responsible for residents’ behavior in and surround the housing site. Regarding the surrounding area, the onsite operator will be responsible for ensuring there are no illegal activities in the surrounding premises by the residents.

xvi. Property owners and the operators are responsible to transition residents moving out of the facility, either voluntarily or involuntarily, to a different housing or shelter option. Residents moving out of the facility shall not become a homeless population lingering in the neighborhood.

xvii. Establish a community safety review schedule. At a mutually agreed upon schedule, property owners, operators, service providers, Redmond Police Department, Redmond Fire Department, and neighborhood residents and businesses will meet and review tenants status, 911 call report, crime report, and local homeless population report, and discuss issues and mitigation methods. The property owners, operators, and service providers will be held accountable for addressing increased crimes, drug use and sales activities, sex workers and homeless population.

References:

Renton D-200: <https://renton.civicweb.net/FileStorage/3A4B90A73C674C928E1E42F23CED698B-Staff%20Rpt.%20D-200%20Compliance%20with%20ESSHB%201220.pdf>

Bellevue municipal code 20.20.455: <https://bellevue.municipal.codes/LUC/20.20.455>

Bellingham municipal code 20.15A.020: <https://bellingham.municipal.codes/BMC/20.15A.020>

Auburn municipal code 18.31.160: <https://auburn.municipal.codes/ACC/18.31.160>

Regards,

Linda

From: [Kan Qiu](#)
To: [Planning Commission](#)
Subject: Written public comment on city code changes for Redmond HtH
Date: Saturday, December 4, 2021 1:59:50 AM

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

Dear Planning Commission,

Please include the following requirement terms to protect public safety:

1. Background checks
2. Security staff onsite 24x7.
3. No substance abusers allowed.
4. At least 3 miles apart from each other
5. Each site should have an upper limit of 100 residence

Thanks
Kan Qiu
Safe Eastside
(425)588-8011

From: [Planning Commission](#)
To: [J. PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Please Add Barrier to Redmond Silver Cloud Homeless Hotel
Date: Thursday, December 2, 2021 9:28:17 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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☎ 425-556-2742 ✉ gcoil@redmond.gov 🖱 www.redmond.gov

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

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From: Adele Yu <yaya12tao@gmail.com>
Sent: Wednesday, December 1, 2021 11:16 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Please Add Barrier to Redmond Silver Cloud Homeless Hotel

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Dear Planning Committee,

I was not able to attend the meeting today. I would like to express my concerns about the Silver Cloud Homeless Hotel. I'm willing to help the homeless families in need, meanwhile, I also care about the public safety of the surrounding communities, which have many kids.

Please recommend the following to Redmond City Council to amend Ordinance 3059.

1. NO drug use allowed by residents.
2. Background check is a must, no sex offenders allowed.
3. 24x7 security staff on site.
4. Families with kids should be a priority.
5. Service provider to ensure the hotel and surrounding area kept clean without nuisance.
6. limit on max occupancy to 100.

Thank you very much for your consideration!

Adele

From: [Planning Commission](#)
To: [J. PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Redmond HTH Hotel - NO LOW BARRIER HOTEL Please!!!
Date: Thursday, December 2, 2021 9:15:09 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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From: Amy P. <amybestpoke@gmail.com>
Sent: Wednesday, December 1, 2021 9:40 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Redmond HTH Hotel - NO LOW BARRIER HOTEL Please!!!

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

Hi,

I was not able to attend meeting today. However, I would like to ask you to recommend the following to City Council. I would like to help the homeless families to get their life back together at the same time hoping the City will also protect the safety of kids and safety of surrounding community as well. The following are my list of recommendations.

1. No drug use allowed by residents.
2. 24x7 security staff on site at a minimum 1 to 10 ratio.
3. Support staff at 1 to 7 ratio.
4. Families with kids should be a priority
5. Registered sex offender shall not be allowed to reside within projects like this located within 1500 feet with daycares or schools.
6. Background check is a must.
7. limit on max occupants to 100

I also would like to share with you some recent news with homeless issues in Seattle. I hope Remdond and rest of Eastside will not become another Seattle. Seattle is dying. We

need to protect our city and our community. Please note that the 1st HTH hotel, purchased under same plan as Redmond Hotel, is Queen Anne Inn located in lower Queen Anne. The impact for local business and residents are just devastating. There needs to be a better solution to protect the public.

Thank you.

Amy

<https://twitter.com/choeshow/status/1466165289377140738?s=20>

<https://twitter.com/choeshow/status/1466169508821798917?s=20>

<https://www.postalley.org/2021/09/10/unsafe-a-pioneer-square-restaurateurs-plea-to-city-hall-help/>

<https://www.kiro7.com/news/local/homelessness-blamed-demise-iconic-coffee-shop/ENP4IZD4SVFP5ICTU5DFCU2YMI/>

<https://komonews.com/news/project-seattle/violent-crime-homelessness-steadily-rising-in-lower-queen-anne>

From: [Planning Commission](#)
To: [J. PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: NO LOW BARRIER HOTEL Please! - Redmond HTH hotel
Date: Thursday, December 2, 2021 9:28:54 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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From: changnien zhou <changzhounien@gmail.com>
Sent: Thursday, December 2, 2021 12:28 AM
To: Planning Commission <planningcommission@redmond.gov>
Cc: Council <Council@redmond.gov>
Subject: NO LOW BARRIER HOTEL Please! - Redmond HTH hotel

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Dear Planning Committee,

Although I was not able to attend the meeting tonight, I'd like to express my opinions on the Redmond HTH hotel.

My child goes to school close to the Silver Cloud Hotel. Safety is thus my biggest concern. I am totally fine with offering help to people with needs, meanwhile, I hope kids can live in a community focusing on public health and safety. Here would you please recommend Redmond City Council to amend Ordinance 3059? More specifically, considering some basic safety terms as given below?

1. Provide priority to families with kids.
2. Require background check before entry, no sex offenders allowed.
3. Provide effective security management practices and controls, e.g., 24x7 on site security staff .

4. Limit the maximum capacity of the service to 100 people, no outside guests of residents allowed.
5. Protect the hotel and surrounding areas to be clean, no substance abusers allowed, including alcohol and drug.

Thank you very much for your consideration,

Changnien

From: [Planning Commission](#)
To: [!_PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Against low barrier shelter
Date: Thursday, December 2, 2021 9:16:26 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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From: Chris Chew <beiq@hotmail.com>
Sent: Wednesday, December 1, 2021 11:11 PM
To: Planning Commission <planningcommission@redmond.gov>
Cc: Council <Council@redmond.gov>
Subject: Against low barrier shelter

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I am a resident of Redmond, WA. I don't get time to sign up to speak for this meeting today. But I still want to have my voice regarding the Sliver Cloud Homeless hotel to be heard. I am against low barrier shelter. It should have the following:
background checking,
no substance abuses,
set the site limit to 100 people
24/7 security.

Thanks
Chris

From: [Planning Commission](#)
To: [!_PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Sergey Kireev: Agenta: Public comment about HTH
Date: Thursday, December 2, 2021 9:45:36 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image023.png](#)
[image024.png](#)
[image025.png](#)

See below and attached picture.

Glenn Coil

Senior Planner, City of Redmond

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From: Sergey Kireev <kirejev@hotmail.com>
Sent: Thursday, December 2, 2021 9:36 AM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Re: Sergey Kireev: Agenta: Public comment about HTH

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Thank you, Glenn for the reply and the confirmation.

Unfortunately, the phone call from you went directly to the voicemail. Not sure how it happened because the phone calls from my wife and friends rung as expected.

Attached is the visual evidence. The picture was taken at the address 2222 152nd Ave. NE, Redmond, WA, 98052 on Aug 8, 2021.

Thank you,
Sergey Kireev

2222 152nd Ave. NE, #302
Redmond, WA, 98052
kirejev@hotmail.com
201-923-2863

From: Planning Commission <planningcommission@redmond.gov>
Sent: Thursday, December 2, 2021 9:12 AM
To: Sergey Kireev <kirejev@hotmail.com>
Subject: RE: Sergey Kireev: Agenta: Public comment about HTH

Hello Sergey,

Sorry we were not able to connect to you last night. Your written comments will be added to the record.

Glenn Coil
Senior Planner, City of Redmond

☎ 425-556-2742 ✉ gcoil@redmond.gov 🖱 www.redmond.gov

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From: Sergey Kireev <kirejev@hotmail.com>
Sent: Wednesday, December 1, 2021 7:32 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Re: Sergey Kireev: Agenta: Public comment about HTH

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Unfortunately my phone didn't pick the phone call from you.

Here are my comments:

Hello. My name is Sergey Kireev. I am the owner of the unit at White Swan. I am concerned about the future safety impact of HTH to the residents and community in Overlake area.

White Swan is located right across Silver Cloud, 15 steps.

There was a report that right after announcing the purchase of HTH one homeless person showed up and smoke crack right on the property of White Swan. It's disturbing event and it raises the

concern between the residents of Redmond and Bellevue.

The current proposed rules prohibit drug consumption in SilverCloud property. I hope these rules will be implemented. But what about outside of Hotel. I had the experience with the management of one complex that the manager told me that they can't do anything outside of property even when I provided the evidence like photo and video.

The only way was to move forward with resolving this issue was contacting the president of King County housing authority. I am afraid if I report the inappropriate behaviour the operator will ignore such requests and give the standard non obligating response. Or they can say that this person is not the resident of HTH and they can't do anything.

Should I report any issues related to HTH to Redmond City Councils in this case any time?

Right now there are no drug public consumption reported in Overlake area. So if there are such cases in the future, they can be related to HTH.

Today on the news there was a report about shooting of the drug person in Central Washington.

State of WA bans open and concealed weapon in Court building. I propose to ban weapons in HTH as a addition restriction/motivation for the resident to find more stable housing.

Noise complains. Most of us work at daytime and sleep at night. So it's very important to strictly enforce quite hours and I hope the noise issues will be resolved by the operator.

In conclusion:

staff cannot sell or provide any equipment or kit that can be used to facilitate drug use.

Gun free zone. Metal detector to detected concealed guns.

The public need to know the contact persons from the operator, city of Redmond and King County for the escalated issues.

Thank you,

Sergey Kireev

2222 152nd Ave. NE, #302

Redmond, WA, 98052

kirejev@hotmail.com

From: Planning Commission <planningcommission@redmond.gov>

Sent: Wednesday, December 1, 2021 7:19 PM

To: Sergey Kireev <kirejev@hotmail.com>

Subject: RE: Sergey Kireev: Agenta: Public comment about HTH

Hello Sergey,

Thank you for your interest in speaking at the City of Redmond Planning Commission meeting tonight.

- This email is to confirm that you are on the list of speakers for the public hearing this evening

- about the Health Through Housing topic: RZC Amendments to Implement HB 1220.
- I will call you when we get to your name, to bring you into the meeting via phone.
- I apologize for the delay in confirming your request.

The public hearing portion is near the start of the meeting.

- We will call you shortly after 7:00 pm
- We will call you at the number you provided: **201-923-2863**.
- You will have **two (2) minutes to speak**.

For the record, **please identify your name and address before you speak**.

There are several ways to watch the meeting via TV or computer to follow along (see instructions at the top of the [agenda](#)).

- Please mute your TV/computer speakers when on the call to avoid feedback issues.

Respectfully,

Ian Lefcourte, AICP (He/Him/His)
Planner, City of Redmond



425-556-2438

ilefcourte@redmond.gov

www.redmond.gov

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From: Sergey Kireev <kirejev@hotmail.com>

Sent: Wednesday, December 1, 2021 2:45 PM

To: Planning Commission <planningcommission@redmond.gov>

Subject: Sergey Kireev: Agenta: Public comment about HTH

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Dear Sir or Madam,

I'd like to give my public comment related to HTH today at REDMOND PLANNING

COMMISSION MEETING

Wednesday, December 1 , 2021 – 7:00 p.m.

The contact info:

Sergey Kireev

201-923-2863

Agenda: Public comment about HTH

Thank you,

Sergey Kireev

2222 152nd Ave. NE, #302

Redmond, WA, 98052

kirejev@hotmail.com

From: [Planning Commission](#)
To: [!_PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Concerns on the Silver Cloud Homeless hotel in Redmond
Date: Thursday, December 2, 2021 9:16:08 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

.....
☎ 425-556-2742 ✉ gcoil@redmond.gov 🖱 www.redmond.gov

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

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From: Jane P <cz.p10.america@gmail.com>
Sent: Wednesday, December 1, 2021 10:40 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Concerns on the Silver Cloud Homeless hotel in Redmond

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

Hi,

I would like to express my concerns about the Silver Cloud Homeless hotel in Redmond. Although we should help people with needs, we also need to protect the public health and safety of our community. Please make sure to make **strict background checks on occupants. No sex offenders and substance abusers** should be allowed. A detailed **security plan** should also be included in planning. Thanks for your consideration!

Sincerely,
Jane

From: [Planning Commission](#)
To: [!_PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Ask City Council to amend Ordinance 3059 to protect safety of our community.
Date: Thursday, December 2, 2021 9:28:34 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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From: jinjinluo@gmail.com <jinjinluo@gmail.com>
Sent: Wednesday, December 1, 2021 11:33 PM
To: Planning Commission <planningcommission@redmond.gov>
Cc: Council <Council@redmond.gov>
Subject: Ask City Council to amend Ordinance 3059 to protect safety of our community.

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Dear committee member,

I work in Redmond and my child goes to school near Silver Cloud Hotel. I am very concerned for kids safety and hope you can recommend Redmond City Council to amend Ordinance 3059 with some basic safety terms.

1. Background check before entry, no sex offenders allowed.
2. On site security staff 24x7
3. No substance abusers allowed, including alcohol and drug.
4. Limit service to 100 people, no outside guest of residents allowed.

5. Service provider to ensure hotel and surrounding areas clean.

6. People who wants to leave hotel may not stay on street. They must be transported to another shelter.

Sincerely,
Jin

From: [Planning Commission](#)
To: [J. PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Permanent Supportive Housing
Date: Thursday, December 2, 2021 9:29:19 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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☎ 425-556-2742 ✉ gcoil@redmond.gov 🖱 www.redmond.gov

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From: Phyllis White <phyllisjwhite@comcast.net>
Sent: Thursday, December 2, 2021 1:06 AM
To: Planning Commission <planningcommission@redmond.gov>; Council <Council@redmond.gov>
Subject: Permanent Supportive Housing

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Dear Planning Commission Members,

This past week Council Member Fields asked for a comparison of the City of Bellevue's plans for PSH. The City of Bellevue had a study done on best practices for PSH. The study was based on Bellingham's and Denver's PSH due to similarities with Bellevue. The following were supported by Bellevue Council Members through the findings of the study:

1. Bellingham requires an operations plan with a community outreach component when PSH is within 500 feet of property owners. Seattle requires notification to property owners within 500 feet.
2. Denver has a comprehensive engagement guide that focuses specifically on interactions between neighborhoods and PSH as well as developers. Participation through community engagement is encouraged by optional. Bellevue Council supports a community engagement guide similar to Denver's with an emphasis on elements more pertinent to Bellevue.

4. Studies found on-site supportive services coincided with higher rates of stable housing. Bellevue Council strongly supports on-site, wrap-around supportive services based on the population served and also supports providing transportation to and from outside services rather than using bus transportation.

In regards to sexual offenders, other cities have sex offender restrictions in their ordinances. Bellingham, for example, has a municipal code that prohibits sex offenders in PSH unless they can demonstrate through an operations plan that they can manage this population. <https://mrsc.org/Home/Stay-Informed/MRSC-Insight/June-2021/Changing-Your-Zoning-Code-for-Homeless-Housing.aspx>

I would encourage Council Members to support restrictions of sex offenders due to the location and close proximity of programs and schools near the Redmond's PSH <https://mrsc.org/Home/Stay-Informed/MRSC-Insight/June-2021/Changing-Your-Zoning-Code-for-Homeless-Housing.aspx> Also, although Ms. Helland states that all hotels are in close proximity to schools and neighborhoods, the majority if not all of them are not in as close proximity to the Kindercare next to Redmond's Silver Cloud Hotel, and there are not as many schools near the other Redmond hotels as the Silver Cloud hotel.

Lastly, there is a strong association between funding and success. Bellevue Council encouraged funding applications based on compliance.

I am appreciative that the city of Bellevue had an in-depth best-practice study done. This would help to ensure more effective practices to stabilize the population served in PSH, and if successful, it will provide a safer public environment for city residents. Rushing implementation without a foundation and without standards is not a sound strategy. Residents of Redmond and Bellevue who live near a PSH deserve a safe neighborhood without having to worry about their children, damage to their property, children being exposed to unconventional behaviors, and crimes related to drug use. Please protect those who voted for you and consider their requests to amend Ordinance 3059.

Sincerely,

Phyllis White

From: [Planning Commission](#)
To: [J. PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Amend Ordinance 3059
Date: Thursday, December 2, 2021 9:29:45 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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☎ 425-556-2742 ✉ gcoil@redmond.gov 🖱 www.redmond.gov

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From: Shirley Cai <caixiaolai@protonmail.com>
Sent: Thursday, December 2, 2021 8:27 AM
To: Planning Commission <planningcommission@redmond.gov>; Council <Council@redmond.gov>
Subject: Amend Ordinance 3059

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

Dear committee member,

I live in Redmond and my child used to go to school near Silver Cloud Hotel. I am very concerned for kids safety and hope you can recommend Redmond City Council to amend Ordinance 3059 with some basic safety terms.

1. Background check before entry, no sex offenders allowed.
2. On site security staff 24x7
3. No substance abusers allowed, including alcohol and drug.
4. Limit service to 100 people, no outside guest of residents allowed.
5. Service provider to ensure hotel and surrounding areas clean.
6. People who wants to leave hotel may not stay on street. They must be transported to another

shelter.

Thanks,
Shirley

From: [Planning Commission](#)
To: [I. PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: Please add barrier to proposed Redmond Homeless hotel.
Date: Thursday, December 2, 2021 9:15:28 AM

Public comment.

Glenn Coil
Senior Planner, City of Redmond
425-556-2742 gcoil@redmond.gov www.redmond.gov
MS:4SPL • 15670 NE 85th St • PO Box 97010 • Redmond, WA 98073-9710
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-----Original Message-----

From: Ying Pei <ying65@yahoo.com>
Sent: Wednesday, December 1, 2021 10:23 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: Please add barrier to proposed Redmond Homeless hotel.

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

Dear Planning Committee,

I was late signing up to speak for the meeting today. I would still like to express my concerns on the Silver Cloud Homeless hotel. We need to protect public health and safety at the same time helping people with needs. Please recommend the following to Redmond City Council to amend Ordinance 3059.

1. Detailed security plan, including security staff on site 24x7
2. Strict Background check, no sex offenders allowed.
3. Limit occupancy to no more than 100.
4. No substance abusers allowed, including alcohol and drug.
5. Service provider to ensure hotel and surrounding area kept clean without nuisance.
6. Residents who break the rule of the hotel or law much be sent to another facility away from residential areas and not left wondering in public.

Thank you very much for your consideration!
Ying

From: [Planning Commission](#)
To: [!_PLN Planning Commission](#); [Denni Shefrin](#)
Cc: [Beverly Mesa-Zendt](#)
Subject: FW: No low barrier homeless hotel in Redmond.
Date: Thursday, December 2, 2021 9:15:47 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment.

Glenn Coil

Senior Planner, City of Redmond

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☎ 425-556-2742 ✉ gcoil@redmond.gov 🖱 www.redmond.gov

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From: 王慧瑜 <chinarachel528@gmail.com>
Sent: Wednesday, December 1, 2021 10:31 PM
To: Planning Commission <planningcommission@redmond.gov>
Subject: No low barrier homeless hotel in Redmond.

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

Dear committee,

I live in Redmond and own a business next to Silver Cloud. I am very concerned for the future of my business and safety.

Please recommend Redmond Council to amend ordinance 3059 to add safety terms to protect public safety and health, Including the following:

1. Background checks, no sex offenders allowed
2. Security staff onsite at all times, with 1:12 ratio
3. No more than 100 residents at a time.
4. No drug user or substance abusers allowed
5. People who break rule send to somewhere else with higher security, not on street

The Seattle Times

AFFIDAVIT OF PUBLICATION

Alla Glagoleva
City of Redmond
PO Box 97010
Redmond WA 98073

STATE OF WASHINGTON, COUNTIES OF KING AND SNOHOMISH

The undersigned, on oath states that he/she is an authorized representative of The Seattle Times Company, publisher of The Seattle Times of general circulation published daily in King and Snohomish Counties, State of Washington. The Seattle Times has been approved as a legal newspaper by orders of the Superior Court of King and Snohomish Counties.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

11/10/2021

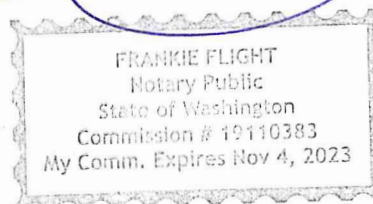


Agent Hanh Bui Signature Hanh Bui

Subscribed and sworn to before me on 11/10/21

Frankie Flight
(Notary Signature) Notary Public in and for the State of Washington, residing at Seattle

Publication Cost: \$176.17
Order No: 16978
Customer No: 210
PO #:



**NOTICE OF PUBLIC HEARING
CITY OF REDMOND**

**Redmond Zoning Code Amendments
Regulating Permanent Supportive
Housing, Transitional
Housing, Emergency Housing, and
Emergency Shelters**

The City of Redmond Planning Commission will hold a public hearing on December 1, 2021 at 7:00 p.m. or as soon thereafter as possible. Watch live streaming of the Planning Commission meeting through RCTV, on Facebook, or listen live via phone by calling: (509) 335-7371.

SUBJECT: Public Hearing for amendments to multiple sections of the Redmond Zoning Code to align homeless shelter regulations with state adopted definitions and to implement the preemption adopted by House Bill 1220 that requires the allowed use of permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed and emergency housing and emergency shelters in all zoning districts where hotels are allowed. Proposed amendments will replace and repeal those adopted under Interim Control Ordinance No. 3059.

REQUESTED ACTION: Planning Commission recommendation on the proposed Redmond Zoning Code Amendments.

All persons are invited to comment online at the public hearing, or in writing prior to the hearing.

Written testimony should be sent to the Planning Department at City Hall, P.O. Box 97010, Redmond, Washington, 98073-9710. Written testimony may also be provided by e-mail to planningcommission@redmond.gov. All written testimony must be received by 5:00 p.m. the day the hearing.

Oral testimony can be provided by phone during the meeting by providing a name and phone number to planningcommission@redmond.gov by 5:00 p.m. the day of the hearing. Oral testimony will be limited to two minutes per commenter.

For more information about the Redmond Zoning Code Amendments Regulating Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters please visit our project page at www.redmond.gov/housing or contact Beverly Mesa-Zendt @ 425-556-2423 Bmesa-zendt@redmond.gov.

A copy of the proposal is available at www.redmond.gov/planningcommission. If you are hearing or visually impaired, please notify the Planning Department at (425) 556-2441 one week in advance of the hearing to arrange for assistance.

LEGAL NOTICE: November 10, 2021

Publication Cost: \$176.17

Order No: 16978

Customer No: 210

PO #:

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
|--|---|--|
| 12-01-2021 Issue Closed | 11/01/2021 City Council Spacing Consider whether separation requirements can be expanded without precluding Redmond's ability to accommodate its targets for moderate, low, very low, and extremely low-income households, emergency housing, emergency shelters, transitional housing, and permanent supportive housing. | <p>Staff Analysis: HB 1220 provides the following: <i>Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety. Any such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters necessary to accommodate each code city's projected need for such housing and shelter under RCW 36.70A.070(2)(a)(ii).</i></p> <p>MRSC Guidance to Local Jurisdictions In their guidance to local jurisdictions provided in <i>Changing Your Zoning Code to Accommodate Housing and Shelters for the Homeless</i> published on June 29, 2021, MRSC provides the following as it relates to implementing spacing provisions found in HB 1220:</p> <ul style="list-style-type: none"> • "Spacing" is usually applied within a zoning code to limit how close one designated use may be to another use of the same type. For example, the City of Kent requires a minimum separation of 1,000 feet between emergency housing or emergency facility sites (see footnote 31 of Kent Municipal Code Subsection 15.04.020). https://mrsc.org/Home/Stay-Informed/MRSC-Insight/June-2021/Changing-Your-Zoning-Code-for-Homeless-Housing.aspx <p>Buffer Maps Staff has provided the following maps in Attachment E:</p> <ul style="list-style-type: none"> • 0.5-mile buffer around all schools in the OV Urban Center • 1000-foot buffer around all schools in the OV Urban Center and identification of hotels. <p>Staff Recommendation: Staff recommends not imposing buffering requirements for the following reasons:</p> <ul style="list-style-type: none"> • State law provides latitude to jurisdictions seeking to impose separation requirements but does not seem to extend that same support for buffering requirements. • 0.5-mile and 1000-ft. buffers applied to schools would impede the City's ability to comply with the provision under HB 1220 which prohibits spacing that might <i>prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters.</i> |
| 12-01-2021 Issue Closed | 11/01//2021 City Council Occupancy Agreement | <p>Staff Analysis There is no requirement under local, state, or federal law that jurisdictions must allow for designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection</p> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
|-------------|--|---|
| | <p>Consider a requirement that no shelter, transitional, or permanent supportive housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS), broadly classified as Community Health Engagement Locations (CHELs) under King County Department of Community and Human Services and King County Public Health.</p> | <p>service (SIS), broadly classified as Community Health Engagement Locations (CHELs) under King County Department of Community and Human Services and King County Public Health. The Redmond Zoning Code does not address these public health service uses.</p> <p>Staff Recommendation: Under RZC 21.57.010 Permanent Supportive Housing and Transitional Housing, add the following under subsection under C. Requirements.</p> <p><u><i>A. Purpose...</i></u> <u><i>B. Applicability...</i></u> <u><i>C. Requirements...</i></u> <u><i>1. No, transitional or permanent supportive housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS).</i></u> <u><i>1-2 Siting and Spacing of Permanent Supportive Housing and Transitional Housing...</i></u> <u><i>2- 3. Density...</i></u> <u><i>3- 4. Occupancy Agreement ...</i></u></p> <p>Under RZC 21.57.020 Emergency Shelters and Emergency Housing, add the following subsection under A.</p> <p><u><i>A. A short- or long-term temporary use permit for emergency shelter or emergency housing shall be valid for the duration of a State of Emergency per RCW 43.06.200, or as authorized by the Code Administrator based on the following criteria:...</i></u> <u><i>1. No, emergency shelter or emergency housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS).</i></u> <u><i>1-2 Siting and Spacing Emergency Shelter and Emergency Housing...</i></u> <u><i>2- 3. Density...</i></u> <u><i>3- 4. Occupancy Agreement ...</i></u></p> |
| | <p>11/01/2021 City Council/Occupancy Agreements Consider clarifying how the City Council will be involved in the approval of occupancy agreements.</p> | <p>Staff Analysis Ord. 3059 requires the following plans to be part of the Occupancy Agreement.</p> <ul style="list-style-type: none"> • Security Plan • Neighborhood Impact Plan/Good Neighbor Plan • Rules and Code of Conduct <p>Some of these plans and components are developed throughout the siting process and involve specific stakeholder input at various stages of project development to ensure that each stage builds on information and direction received at the previous stage of project development.</p> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
|--|---|---|
| | | <p>Additionally, while plans need to be put in place, such as a code of conduct and a good neighbor plan, the City will not be a party to these plans and wants to direct the development and review of those plans to the stakeholders who will be most impacted.</p> <p>Staff Recommendation Revise Section RZC 21.57.010. and 21.57.020 to provide the following changes provided below.</p> |
| <p>12/1/2021 Planning Commission Multiple- Please provide a review of HtH Implementation Plan and add Human Services Director to those required to be consulted and part of the approval process. 12-15-2021 Issue Closed</p> | <p>11/01/2021 City Council Consider clarifying how the City Council will be involved in the approval of occupancy agreements. Staff Recommendation: Remove the following language under Section 3.b. Occupancy Agreements: iv. Program rules and/or code of conduct describing occupant expectation and consequences for failing to comply. The code of conduct shall at a minimum address the following topics: A. The use or sale of alcohol and illegal drugs; B. Threatening or unsafe behavior; and C. Weapon possession.</p> | <p>Create new requirement under RZC 21.57.010.C and 21.57.020.A (see Attachment B). <u>Program Rules and/or Code of Conduct</u></p> <ul style="list-style-type: none"> i. <u>Program rules and/or a code of conduct shall be developed and implemented in consultation with site operators, service providers, city Human Services staff, and those who have a lived experience of homelessness.</u> ii. <u>Program rules and/or code of conduct shall describe occupant expectations and consequences for failing to comply. When possible, consequences and corrective actions should move residents along a progressive path to a place of greater responsibility and improved outcomes for the resident.</u> iii. <u>The code of conduct shall at a minimum address the following topics:</u> <ul style="list-style-type: none"> <u>A. The use of alcohol and recreational marijuana;</u> <u>B. The use of illegal drugs;</u> <u>C. The sale of illegal drugs; Illegal activity</u> <u>D. Threatening or unsafe behavior; and</u> <u>E. Weapon possession.</u> iv. <u>Final program rules and code of conduct shall be reviewed and approved by the Redmond Police Department and the Director of Planning in consultation with Human Services staff.</u> <p>Health through Housing Implementation Plan <u>Appendix A - Initial Health through Housing Implementation Plan 2022-2028</u> “HtH sites will have a code of conduct or a similar type of agreement that is agreed upon by residents at the time of entry. Codes of conduct cover expectations for things such as visitors and interpersonal behavior. If a resident is not able to comply with the code of conduct and the terms of the agreement, the provider may need to find the resident an alternate housing situation. 161 The rules will be balanced with the recognition that people experiencing chronic homelessness will often require support as they transition into housing.”</p> |
| <p>12/1/2021 Planning Commission</p> | <p>11/01/2021 City Council</p> | <p>Create new requirement under RZC 21.57.010.C and 21.56.020.A (see Attachment B)</p> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
|---|---|--|
| <p>Multiple -Identify protocols for including mental health /crisis professional on calls. What are existing protocols and how do we interact with county?</p> <p>What does Health through Housing provide.</p> <p>12-15-2021 Issue Closed</p> | <p>Consider clarifying how the City Council will be involved in the approval of occupancy agreements.</p> <p>Staff Recommendation: Remove the following language under Section 3.b. Occupancy Agreements:</p> <p>v. Safety and security plan reviewed and approved by the Redmond Police Department</p> | <p><u>Safety and security plan.</u></p> <ul style="list-style-type: none"> i. <u>A safety and security plan shall be developed and implemented in consultation with the Redmond Police Department.</u> ii. <u>The plan shall identify staff trained in de-escalation methods.</u> iii. <u>The plan shall identify behavioral health crisis management protocols</u> iv. <u>The plan shall provide protocols for routine and emergency communications with first responders.</u> v. <u>The final safety and security plan shall be approved by the Redmond Police Department.</u> <p><u>Staff Response</u></p> <p>HtH Implementation Plan</p> <p>Strategy 3 Description and Scope This strategy includes two sub-strategies: establishment of a mobile behavioral health team consistent with the requirements of KCC 24.30.030.A.5, accomplishing Supporting Goal 2, and activities to support other essential behavioral health services not eligible for Medicaid funding, fulfilling the KCC 24.30.030.A.9.d requirement to allocate at least nine percent and no more than 13 percent of each year's HtH sales tax proceeds for such services.</p> <p>• Sub-Strategy 3A: Mobile Behavioral Health Team This sub-strategy will implement a mobile behavioral health intervention program for residents of HtH funded housing. The purpose of the mobile behavioral health team will be to provide an alternative to the use of law enforcement to respond to behavioral health crises.⁹⁶ DCHS will prepare, plan, and implement this sub-strategy so that it begins serving clients in 2024 and continues serving clients through 2028, the final year of this plan's term. DCHS may expend funds allocated to this sub-strategy as early as 2023 in amounts necessary to initiate planning and administrative activities to begin client-serving operations in 2024. At the time of this plan's transmittal, DCHS is preparing to implement three temporary, non-HtH-funded mobile behavioral health crisis response programs. Two of these temporary, non-HTH-funded programs are being implemented as part of King County's investment of federal American Rescue Plan Act (ARPA) funds and the other is a Washington State-funded pilot project and partnership with several South King County Cities.⁹⁷ As DCHS implements and assesses the effectiveness of those programs in 2021, 2022, and 2023, DCHS may select one or a combination of those programs to serve as the basis for the mobile behavioral health intervention program required by this substrategy.</p> <p>• Sub-Strategy 3B: Behavioral Health Services Ineligible for Medicaid Funding This sub-strategy will transfer up to \$8.7 million in 2021-2022 to the County's Behavioral Health Fund, with subsequent transfers of up to 13 percent of annual HtH revenue thereafter, to provide funding for behavioral health services that are not eligible for Medicaid funding.⁹⁸ Examples of services that may be funded under Sub-Strategy 3B include Homeless Outreach,</p> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
|-------------|------------------------------|---|
| | | <p><i>Stabilization, and Transition (HOST); medication for opioid use disorder (MOUD); residential treatment for clients with substance use disorders (SUDs); and the Crisis Respite Program. During the 2020 process to formulate, propose, consider and enact the 2021-2022 King County Biennial Budget, the Executive proposed and the King County Council enacted the budget consistent with this strategy to avoid making program reductions for non-Medicaid behavioral health services.99 95 KCC 24.30.030.A.9.d [LINK]. 96 KCC 24.30.030.A.5 [LINK]. 97 American Rescue Plan Act (ARPA) funds will support behavioral health services linked to HtH properties and other permanent supportive housing sites, consistent with Ordinance 19289, Section 19, Expenditure Restriction ER5 [LINK]. 98 KCC 24.30.030.A.9.d [LINK]. 99 Ordinance 19210 [LINK]. Initial Health through Housing Implementation Plan 2022-2028 Page 38</i></p> <p>For all permanent supportive housing, transitional housing, emergency shelters, and emergency housing. Available to first responders: <i>If there is an immediate health and safety concern, staff can call 911 where the following options are available to assist police with a behavioral health crisis. In Redmond, Mental Health Professional (MHP) is on staff to co-respond with police officers to calls for service that could benefit from social service connections, referrals, de-escalation, and assessment for behavioral health concerns. Redmond's MHP:</i></p> <ul style="list-style-type: none"> <i>Provides de-escalation training, modified case management to social service providers, community coordination of behavioral health education, and in-service development for the City of Redmond and the police officers of RPD.</i> <i>Frequently makes referrals and assists friends and families with questions about the behavioral health systems locally and statewide.</i> <i>Coordinates care with Redmond FIRE/EMS, Mobile Integrated Health, and local emergency departments.</i> <p>Also available – King County's Mobile Crisis Team (MCT) <i>The Mobile Crisis Team (MCT) is a 43-member team of Mental Health Professionals and Substance Use Disorder Professionals. The MCT accepts referrals from first responders (police and fire), the <u>King County Crisis Connections Line</u> and Designated Crisis Responders (DCRs) for any individual who is experiencing a behavioral health crisis including mental health and/or substance use crisis.</i> <i>Once the team receives a referral, they travel to the individual and provide whatever the client may need (resources for shelter, meals, or medical services, connection with a mental health provider, donated clothing, referrals and possibly transportation to the Crisis Solutions Center or another service provider, etc.).</i> Services:</p> <ul style="list-style-type: none"> <i>Help resolve client crises by finding the least restrictive alternative.</i> <i>Refer individuals to resources in the community related to resolving their crisis.</i> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| | | <ul style="list-style-type: none"> • Work closely with Designated Crisis Responders and other first responders to assess individuals for risk of harm to themselves or others. • Can mobilize and respond to support individuals who are in crisis anywhere in King County. <p>Also available - - King County Crisis and Commitment Services King County Crisis and Commitment Services offers evaluation of people with behavioral health disorders for involuntary detention in psychiatric facilities according to the State of Washington law. The law for adults is <u>RCW 71.05</u>. For youth 13 through 17 years of age the law is <u>RCW 71.34</u>.</p> <p>Crisis and Commitment staff who perform these duties are referred to as Designated Crisis Responders (DCRs). They are mental health professionals who are specially trained to conduct a holistic investigation of risk and to treat the person in need with dignity and respect during their time of Crisis. The DCRs come out to see people in the community for the following reasons.</p> <p>When someone is meeting criteria for being suicidal, homicidal, and/or gravely disabled. They do not come out ever to de-escalate people or refer them to other social services. The DCRs go to ERs, jails primarily for misdemeanors only) and to locations in the community when a friend, family member, police or agency makes a referral for someone to be assessed for a 120 hour psychiatric hold. Crisis and Commitment Services are available 24 hours a day, 365 days a year.</p> |
| 12/1/2021 Issue Closed | 11/01/2021 City Council Consider clarifying how the City Council will be involved in the approval of occupancy agreements. Staff Recommendation: Remove the following language under Section 3.b. Occupancy Agreements: vi. A plan for potential impacts on nearby businesses and/or residences including a | <p><u>Create new requirement under RZC 21.57.010.C. (see Attachment B)</u></p> <p><u>Community Relations</u></p> <p>a. <u>In the planning phase, operator shall consider how the site will impact facility residents, community neighbors, and businesses. Agencies shall develop strategies and policies concerning:</u></p> <ul style="list-style-type: none"> i. <u>Public safety and neighborhood responsiveness;</u> ii. <u>Community engagement;</u> iii. <u>Dispute resolution; and</u> iv. <u>Equity and social justice.</u> <p>b. <u>A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach shall be developed, implemented and periodically to be referred to as a "Community Relations Plan".</u></p> <p>c. <u>The plan shall document expectations drafted in consultation with the local community, site operators, service providers, those with lived experience of homelessness, and City representatives.</u></p> <p>d. <u>The plan shall address site upkeep and maintenance, on-street parking, and vehicle camping.</u></p> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| | proposed mitigation approach (for example, a "Good Neighbor Agreement Plan" | <p>e. <u>The plan shall identify a "Neighborhood Liaison," a member of the operations staff, who has been designated to be a visible and friendly ambassador for the housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.</u></p> <p>f. <u>The plan shall identify process for dispute resolution.</u></p> <p>g. <u>The plan shall be approved by the Director of Planning and Community Development.</u></p> |
| 12/01/2021 Issue Closed | <p>11/01/2021 City Council/Occupancy Agreement Consider clarifying how the City Council will be involved in the approval of occupancy agreements. Staff Recommendation: Add the following language identify opportunity for City Council considerations to be included</p> | <p>Create new requirement under RZC 21.57.010.C.3 and 21.56.020.A.3 (see Attachment B)</p> <p><u>As part of the Operational Agreement, the City Council may identify stakeholders, agencies, or community partners that should be consulted in the development of any plans or agreements required under this chapter.</u></p> |
| 12/01/2021 Issue Closed | <p>11/01/2021 City Council/Occupancy Agreement Identify outreach opportunities that facilitate input from individuals with lived experience in homelessness during the development of required occupancy agreements.</p> | <p>The following language has been added to RZC 21.57.010 C. and 21.57.010 A under <i>Program Rules and/or Code of Conduct</i></p> <p><u>Program rules and/or a code of conduct shall be developed in consultation with operators, service providers, human services staff, and those who have a lived experience of homelessness.</u></p> |
| 12/01/2021 | 11/01/2021 | Create new requirement under RZC 21.57.010 C.3 and 21.56.020.A.3 (see Attachment B) |

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| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| Issue Closed | City Council/Occupancy Agreement Consider a requirement that the prior experience and success of the operator is clearly addressed in the Occupancy Agreement. | <u><i>The prior experience of the operator in managing permanent supportive housing or transitional housing.</i></u> |
| 12/01/2021 Issue Closed. | 11/01/2021 City Council/Occupancy Agreement Consider allowing partnerships between multiple operators and providers as a mechanism to offer levels of service needed to support the proposed resident population. | Create new requirement under RZC 21.57.010.C.3 and 21.56.020.A.3 (see Attachment B) <u><i>Identification of supporting agencies and a description of supportive partnerships that will be engaged in ensuring that the operator can maintain the described level of service needed to support the resident population.</i></u> |
| 12/01/2021 Planning Commission Multiple -Identify – in the Operational Agreement - consequences for non-compliance with the terms of the Operational Agreement 12-15-2021 Add language that prioritizes the safety | 11/01/2021 City Council/Occupancy Agreement Consider a requirement to maintain minimum staffing levels. | Current language under IOC Ordinance No. 3059 requires that the number of staff supporting residents and operations be identified in the Occupancy Agreement. Any change (other than that resulting from temporary attrition and recruitment) would result in a violation of the terms of the Occupancy Agreement. (There is a full-time staffing requirement under minimum performance standards for operators.) Under RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing add the following under subsection under C.4. Requirements. Operational Agreement <u><i>Contractual remedies for violation of the terms and conditions established in the operational agreement. This shall include identifying specific timelines for corrective action and penalties for non-action for any violation that impacts the health and safety of residents.</i></u> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| <p>and security of the residents and timelines for addressing infractions should be addressed. Prioritization of issues.</p> <p>1-12-2022 Issue Closed</p> | | <p>Under RZC 21.57.020 Emergency Shelters, add the following subsection under A.4. Requirements – Operational Agreement</p> <p><i>Contractual remedies for violation of the terms and conditions established in the operational agreement. This shall include identifying specific timelines for corrective action and penalties for non-action for any violation impacts the health and safety of residents.</i></p> |
| <p>12/01/2021 Issue Closed</p> | <p>11/01/2021 City Council Process Clarity Address process clarity in the siting of permanent supportive housing, transitional housing, emergency housing, and emergency shelters.</p> | <p>The city is not typically involved in the private land transactions and does not receive notice of conveyance of property. The public is notified of all active land use permits on the City's active project page https://www.redmond.gov/406/Projects.</p> <p>New language identified above under RZC 21.57.010 C. Community Relations provides new requirements that <i>agencies consider how the site will constructively involve, interact with, and impact facility residents, community neighbors and businesses.</i></p> |
| <p>12/01/2021 Planning Commission Multiple-Provide for a specific review period.</p> <p>12/15/2021 Issue Closed</p> | <p>11/01/2021 City Council Periodic Review and Evaluation. Provide for a periodic review and adjustment of regulations if needed.</p> | <p>The following language will be added to the adopting ordinance.</p> <p><i>The City shall review and, if necessary, amend their regulations for Permanent Supportive Housing, Transitional Housing, Emergency Housing, Emergency Shelters, within three years of the effective date of this ordinance and every five years thereafter, or more often as needed, to ensure that regulations have advanced full compliance with ESHB 1220 and continue to reflect community values and priorities.</i></p> |
| <p>12-01-2021 Issue Closed</p> | <p>11/01/2021 City Council Redmond Appropriate Ensure any permanent ordinance is Redmond-</p> | <p>Community Strategic Plan 2019 <i>Provide emergency, transitional, and permanent housing through a coordinated and regional approach to homelessness.</i></p> <p>Redmond 2030 Comprehensive Plan</p> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| | appropriate and reflects the values and vision of the Redmond community as expressed in the Comprehensive Plan, Community Strategic Plan, Human Services Strategic Plan, Housing Action Plan, and City values of welcoming. | <p><i>HO-28 Work with other jurisdictions and health and social service organizations to develop a coordinated, regional approach to homelessness.</i></p> <p>Redmond 2030 Comprehensive Plan <i>Human services are those services provided directly to persons struggling to meet their basic needs for food, clothing and shelter, as well as assistance related to employment, health, safety and social support.</i></p> <p>Community Strategic Plan 2021 <i>Diversify housing stock to provide housing variety for all income levels, abilities, ages, lifestyles and to meet the housing needs of people who need supportive services including people experiencing homelessness.</i></p> |
| 12/01/2021 Issue Closed | <p>Planning Commission- Rajpathak</p> <p>Personal Belonging Storage</p> <p>Best practice for all shelters should include the provision that locations for storage of personal belongings must be provided.</p> | When possible, shelters located within permanent facilities provide accommodations for storing personal belongings (e.g. lockers, bins, etc.). If this is not possible due to space constraints or temporary nature of facility, the operator typically develops and communicates protocols and expectations for client belongings. |
| 12/01/2021 Issue Closed | <p>Planning Commission- Rajpathak</p> <p>Accounting/ Auditing</p> <p>Require audits to ensure funding is being utilized responsibly and in accordance with operational objectives.</p> | Non-profit entities are required to comply with Generally Accepted Accounting Principles (GAAP) and Washington Administrative Code (WAC) 434-120-107, which specifies the reporting requirements and financial thresholds by which agencies are required to conduct audits. Additionally, entities that receive government funding are required to meet strict contractual requirements for funding and are typically subject to additional monitoring by the government funder. |
| 12/01/2021 Planning Commission Multiple - See restorative justice | 11/03/2021 Planning Commission - Aparna/Nichols | <p>The following language has been added to RZC 21.57.010 C. and 21.57.010.A under <i>Program Rules and/or Code of Conduct</i>.</p> <p><i>Revised</i></p> |

Attachment C to the Planning Commission Report / Recommendation - Planning Commission Issue Matrix

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| models- see community court cases relating to homelessness – cite examples. Types of examples that reinforce positive behavior and are not punitive. 12/15/2021 Issue Closed | Productive Corrective Action Community court style resolution of infractions that would require behavioral movement or actions moving the resident toward a positive outcome. | <u>Program rules and/or code of conduct shall describe occupant expectations and consequences for failing to comply. When possible, consequences and corrective action should be individualized, address the specific behavior, and assist residents along a behavioral path that fosters greater responsibility and achieves a positive outcome for the resident. Examples include a requirement that an individual attend specific counseling, participate in a specific support group, or provide more frequent check-ins with case workers or counselors.</u> |
| 12/01/2021 Issue Closed | 11/03/2021 Planning Commission Aparna- Identify method for dispute resolution. | The following language has been added to RZC 21.57.010.C under <i>Community Relations</i> <u>The plan should identify a “Neighborhood Liaison,” a staff person representing the operator, who has been designated to be a visible and friendly ambassador for the housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.</u> |
| 12/01/2021 Issue Closed | 11/03/2021 Planning Commission Nichols Reinforce the lived experience requirement for outreach. | The following language has been added to RZC 21.57.010.C and 21.57.010.A under <i>Program Rules and/or Code of Conduct</i> <u>Program rules and/or a code of conduct shall be developed in consultation with site operations, service providers, City Human Services staff, and those who have a lived experience of homelessness.</u> |
| 12/01/2021 Issue Closed | 11/03/2021 Planning Commission Addressing Marijuana and Drugs Question- should marijuana be included somewhere in the code of conduct. Sale of drugs and use of drugs should be treated differently. | The following language has been added to RZC 21.57.010 C. and 21.57.010 A under <i>Program Rules and/or Code of Conduct</i> iii. <u>The code of conduct shall at a minimum address the following topics:</u> <u>A. The use of alcohol and recreational marijuana;</u> <u>B The use of illegal drugs;</u> <u>C. The sale of illegal drugs;</u> <u>D. Threatening or unsafe behavior; and</u> <u>E. Weapon possession.</u> Alternative: remove A. Alternative : Replace B and C with the “illegal activity” see above |

Attachment C to the Planning Commission Report / Recommendation - Planning Commission Issue Matrix

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
|---|---|--|
| 12/01/2021 Allow Commissioner Captain to review 12/15/2021 Issue Closed | Planning Commission – Captain Managing Impacts to Neighborhood Ensure that we have consequences for impacts that affect the surrounding properties. | The following language has been added to RZC 21.57.010.C under <i>Community Relations</i> <u><i>A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach shall be developed, implemented and periodically to be referred to as a "Community Relations Plan".</i></u> See additional language above. |
| 12/01/2021 Issue Closed | Planning Commission- Captain Periodic Review and Evaluation Set review and update schedule for less than five years- five years is too long. If it is not working we should make the needed corrections. | The following language will be added to the adopting ordinance. <i>The city shall review and, if necessary, amend their regulations for Permanent Supportive Housing, Emergency Housing, Emergency Shelters, within three years of the effective date of this ordinance and every five years thereafter, or more often as needed, to ensure that regulations have advanced full compliance with ESHB 1220 and continue to reflect community values and priorities.</i> |
| 12/01/2021 Issue Closed | Planning Commission - East Prioritization of Redmond Community Members Can we require prioritization of Redmond residents? | Create new requirement under RZC 21.57.010.C and 21.56.020.A (see Attachment B) <i>Local Outreach and Coordination. The sponsoring agency and/or the Housing or Shelter operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify and prioritize placement of eligible homeless individuals who are living in, near, or who have ties to the city in which the facility is located.</i> 21.56.020.A <i>Local Outreach and Coordination. The sponsoring agency and/or the Housing or Shelter operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify and prioritize placement of eligible homeless individuals who are living in, near, or who have ties to the city in which the facility is located.</i> |
| 12/01/2021 Issue Closed | Staff Recommended Changes. Change Occupancy Agreement to Operational Agreement -this creates confusion with lease type | 21.57.010 C.3.4 .Occupancy-Operational Agreement |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| | occupancy agreements and is not consistent with typical language used in the permitting process. | |
| <p>12/1/2021 Planning Commission Multiple - Correct minimum standards for emergency shelter and emergency housing operators.</p> <p>12/15/2021 Issue Closed</p> | <p>Staff Recommended changes based on public input. Add new section that sets minimum expectations for operators to address public concerns over:</p> <ul style="list-style-type: none"> • Staffing • Sex Offender Registry • Facility Access • Coordination and communication with first responders • Property maintenance • Loitering | <p>Create new requirement under RZC 21.57.010.C and 21.56.020.A (see Attachment B) RZC 21.57.010.C</p> <p><u>Minimum Performance Expectations for Operators.</u></p> <ol style="list-style-type: none"> <u>Supportive housing facility staffing required for 24 hours per day and seven days per week (24/7 staffing).</u> <u>Compliance with applicable registration and notification requirements for registered sex offenders.</u> <u>Management of access to the supportive housing facility.</u> <u>Case Management for the Residents including:</u> <ol style="list-style-type: none"> <u>Provision of access or connection to behavioral health treatment (including substance use disorder) and services.</u> <u>Provision of access or connection to employment assistance (e.g., job training and education)</u> <u>Provision of access or connection to housing-related services to help residents gain, maintain, or increase housing stability (e.g., tenant education and supports).</u> <u>Development of a plan for routine and emergency communications with first responders.</u> <u>Routine repair and maintenance of the property.</u> <u>Coordination with local service providers and the Homeless Outreach Administrator to refer homeless community members, not residing at the facility, to appropriate service providers.</u> <p>RZC 21.56.020.A</p> <p><u>Minimum Performance Expectations for Operators.</u></p> <ol style="list-style-type: none"> <u>Emergency shelter and emergency housing facility staffing is required at all times when the facility is open.</u> <u>Compliance with applicable registration and notification requirements for registered sex offenders.</u> <u>Management of access to the supportive housing facility.</u> <u>Routine repair and maintenance of the property.</u> <u>Coordination with local service providers and the Homeless Outreach Administrator to refer homeless community members to appropriate service providers when the facility has reached capacity.</u> |

| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| 11/15/21 Staff Recommended Change- Reserve waiver option for emergency shelter requirements under certain life/health safety emergencies 12/15/2021 Issue Closed - | <p>4.9 Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.</p> <p>The Notice of Application, Land Use Action Sign, neighborhood meeting, and mailed notice, and other requirements set forth in this chapter may be shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.</p> | |
| 11/15/2021 Staff Recommended Change – HB1220 required that Emergency Housing be allowed in all zones where hotels are allowed – similar to emergency shelters. However, in terms referral components, length of stay, and availability of supportive services- staff finds that the conditions associated with permanent supportive housing and transitional housing are more appropriate. 12/15/2021 Issue Closed | <p>RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, <u>and Emergency Housing.</u></p> <p>21.57.020 Emergency Shelters and Emergency Housing.</p> | |

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| PC Comments | City Council and PC Comments | Staff Analysis and Recommendation |
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| <p>11/15/2021 Staff Recommended Change- Apply Community Relations Requirements to Emergency Shelters 12/15/2021 Issue Closed</p> | | <p>Create new requirement under RZC 21.57.010.C. and RZC 21.57.020 A (see Attachment B)</p> <p><u>Community Relations</u></p> <p>i. <u>In the planning phase, Permanent Supportive Housing, Transitional Housing, and Emergency Housing operating agencies shall consider how the site will impact facility residents, community neighbors, and businesses. Agencies shall develop strategies and policies concerning:</u></p> <ul style="list-style-type: none"> • <u>Public safety and neighborhood responsiveness;</u> • <u>Community engagement;</u> • <u>Dispute resolution; and</u> • <u>Equity and social justice.</u> <p>ii. <u>A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach shall be developed, implemented and periodically to be referred to as a "Community Relations Plan".</u></p> <p>iii. <u>The plan shall document expectations drafted in consultation with the local community, site operators, service providers, those with lived experience of homelessness, and City representatives.</u></p> <p>iv. <u>The plan shall address site upkeep and maintenance, on-street parking, and vehicle camping.</u></p> <p>v. <u>The plan shall identify a "Neighborhood Liaison," a member of the operations staff, who has been designated to be a visible and friendly ambassador for the housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.</u></p> <p>vi. <u>The plan shall identify process for dispute resolution.</u></p> <p>vii. <u>The plan shall be approved by the Director of Planning and Community Development.</u></p> <p><i>This section has been duplicated for 21.57.020 as it relates to Emergency Shelter.</i></p> |

Redmond Zoning Code

Article I Zone Based Regulations

Chapter 21.04 General Provisions

21.04.010 Land Use Zones Introduction.

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21.04.020 Zoning Map.

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21.04.030 Comprehensive Allowed Uses Chart.

A. **Generally.** This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. **Residential Zones.**

| Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones^{1,2} | | | | | | | | | | | |
|---|----|-----|----|----|-----------|-----|-----|-----|-----------------------------|------|------|
| <i>Online Users: Click on District Abbreviation to View Map →</i> | UR | RA5 | R1 | R3 | R4, R5 | R6 | R8 | RIN | R12, R18, R20, R30 | MDD3 | NDD1 |
| Residential | | | | | | | | | | | |
| Detached dwelling unit | P | P | P | P | P | P | P | P | P | P | P |
| Size-limited dwelling | | P | P | P | P | P | P | P | P | P | P |
| Cottage | | | | | P | P | P | P | | P | P |
| Accessory dwelling unit | P | P | P | P | P | P | P | P | P | P | P |
| Attached dwelling unit | | | | | P/C | P/C | P/C | P/C | P/C | P | P |
| Manufactured home | | P | P | P | P | P | P | P | P | P | P |
| Multifamily structure | | | | | | | | | P | P | P |
| Dormitory | | | | | | | | | | P | |
| Residential suite | | | | | | | | | | P | |

Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

| Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones^{1,2} | | | | | | | | | | | |
|---|-----|-----|-----|----|-----------|-----|-----|-----|-----------------------------|------|------|
| <i>Online Users: Click on District Abbreviation to View Map →</i> | UR | RA5 | R1 | R3 | R4, R5 | R6 | R8 | R1N | R12, R18, R20, R30 | MDD3 | NDD1 |
| Mixed-use residential structure | | | | | | | | | | | |
| Housing services for the elderly | | | | | | | | | P/C | P | P |
| Adult family home | | P | P | P | P | P | P | P | P | P | P |
| Long-term care facility | | | | | | | | | C | P | P |
| Residential care facility | | C | C | C | C | C | C | C | C | P | P |
| Retirement residence | | | | | P/C | P/C | P/C | C | P/C | P | P |
| General Sales or Service | | | | | | | | | | | |
| ... | | | | | | | | | | | |
| Hotels, motels and other accommodation services | | | | | | | | | | | |
| Bed and breakfast inn | P/C | P | P/C | P | P | P | P | P | | | |
| Hotel or motel | | | | | | | | | | | |
| ... | | | | | | | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 <u>RZC 21.57.010</u> <u>RZC 21.57.010</u> Permanent Supportive Housing, and Transitional Housing and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. <u>Emergency Housing is subject to chapter RZC 21.57.010</u> <u>Permanent Supportive Housing, Transitional Housing, and Emergency Housing.</u> <u>Emergency Shelter is subject to chapter RZC 21.60 RZC 21.57.020</u> <u>Emergency Shelter, and Emergency Housing.</u> | | | | | | | | | | | |

C. **Nonresidential Zones.**

Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

| Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones ^{1,2} | | | | | | | | | | | |
|---|------|------|----|----|----|---|----|-------|-------|---------------|------|
| Online Users: Click on District Abbreviation to View Map → | NC-1 | NC-2 | GC | BP | MP | I | RR | BCDD1 | BCDD2 | NDD2, NDD3 | MDD4 |
| Residential | | | | | | | | | | | |
| Detached dwelling unit | P | P | | | | | | P | | | |
| Size-limited dwelling | P | P | | | | | | | | | |
| Cottage | P | P | | | | | | | | | |
| Accessory dwelling unit | P | P | | | | | | | | | |
| Attached dwelling unit | P | P | | | | | | | | | |
| Manufactured home | P | P | | | | | | | | | |
| Multifamily structure | P | P | P | | | | | P | | | |
| Dormitory | | | | | | | | | | | |
| Residential suite | | | | | | | | | | | |
| Mixed-use residential structure | P | P | P | P | | | | | | | |
| Housing services for the elderly | | | | | | | | P | | | |
| Adult family home | | | | | | | | | | | |
| Long-term care facility | | | | | | | | P | | | |
| Residential care facility | | | | | | | | P | | | |
| Retirement residence | | | | | | | | P | | | |
| General Sales or Service | | | | | | | | | | | |
| ... | | | | | | | | | | | |
| Hotels, motels and other accommodation services | | | | | | | | | | | |
| Bed and breakfast inn | | | | | | | | | | | |

Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

| Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones ^{1,2} | | | | | | | | | | | |
|--|------|------|----|----|----|---|----|-------|-------|---------------|------|
| Online Users: Click on District Abbreviation to View Map → | NC-1 | NC-2 | GC | BP | MP | I | RR | BCDD1 | BCDD2 | NDD2, NDD3 | MDD4 |
| Hotel or motel | | | P | | | | P | | | | |
| ... | | | | | | | | | | | |
| Notes: | | | | | | | | | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.57.010 <u>RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing.</u> | | | | | | | | | | | |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. <u>Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing.</u> | | | | | | | | | | | |

D. **Mixed Use Zones.**

| Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2} | | | | | | | | | | | |
|--|---|--------------------|---------------------|-----|-----|------|------|------|------|------|--|
| Online Users: Click on District Abbreviation to View Map → | OT, AP, TWNC, BC, VV, TR, SMT, TSQ, RVBD | RVT, CTR, EH | OVI, OV2, OV3 | OV4 | OV5 | OBAT | MDD1 | MDD2 | MDD5 | NWDD | |
| Residential | | | | | | | | | | | |
| Detached dwelling unit | | | | | | | | | | | |
| Size-limited dwelling | | | | | | | | | | | |
| Cottage | | | | | | | | | | | |
| Accessory dwelling unit | | | | | | | | | | | |
| Attached dwelling unit | | | | | | | | | P | P | |

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| Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2} | | | | | | | | | | |
|--|--|--------------|---------------|-----|-----|------|------|------|------|------|
| Online Users: Click on District Abbreviation to View Map → | OT, AP, TWNC, BC, VV, TR, SMT, TSQ, RVBD | RVT, CTR, EH | OVI, OV2, OV3 | OV4 | OV5 | OBAT | MDD1 | MDD2 | MDD5 | NWDD |
| Manufactured home | | | | | | | | | | |
| Multifamily structure | P | P | P | P | P | P | P | P | P | P |
| Dormitory | P | P | P | P | P | P | P | P | P | |
| Residential suite | P | P | P | P | P | P | P | P | | |
| Mixed-use residential structure | P | P | P | P | P | P | P | P | P | P |
| Housing services for the elderly | P | P | P | P | P | | P | P | P | |
| Adult family home | | | | | | | | | | |
| Long-term care facility | P | P | P | P | P | | P | P | P | |
| Residential care facility | P | P | P | P | P | | P | P | P | |
| Retirement residence | P | P | P | P | P | | P | P | P | |
| General Sales or Service | | | | | | | | | | |
| ... | | | | | | | | | | |
| Hotels, motels and other accommodation services | P | | P | P | P | | P | P | P | |
| Bed and breakfast inn | P | | P | P | P | | P | P | P | |
| Hotel or motel | P | | P | P | P | | P | P | P | |
| ... | | | | | | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or | | | | | | | | | | |

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| Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2} | | | | | | | | | | | |
|--|---------|------|------|-----|-----|------|------|------|------|------|--|
| Online Users: Click on District Abbreviation to View Map → | OT, | | | | | | | | | | |
| | AP, | | | | | | | | | | |
| | TWNC, | | | | | | | | | | |
| | BC, VV, | RVT, | OVI, | | | | | | | | |
| | TR, | CTR, | OV2, | OV4 | OV5 | OBAT | MDD1 | MDD2 | MDD5 | NWDD | |
| | SMT, | EH | OV3 | | | | | | | | |
| | TSQ, | | | | | | | | | | |
| | RVBD | | | | | | | | | | |
| hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing and Transitional Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | | | | | | | | | |

Chapter 21.08 Residential Regulations

21.08.010 Introduction and Use Guide

21.08.020 RA-5 Semirural Residential.

A. Purpose.

...

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the RA-5 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. *See* RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.020C Allowed Uses and Special Regulations | | | |
|--|------------------------|---|---------------------|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |

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| Table 21.08.020C Allowed Uses and Special Regulations | | | |
|--|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> for specific regulations which may apply. |
| 5 | Residential care facility | Dwelling unit (2.0) | A Conditional Use Permit is required |
| 6 | Adult family homes | | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.030 R-1 Single-Family Constrained Residential.

A. *Purpose*

...

D. ***Allowed Uses and Special Regulations.*** The following table contains special zoning regulations that apply to uses in the R-1 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.08.030C Allowed Uses and Special Regulations | | | |
|---|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 5 | Residential care facility | See Special Regulations | A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |
| 6 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing and Transitional Housing. | | | |

21.08.040 R-2 Single-Family Constrained Residential.

A. *Purpose*

...

D. ***Allowed Uses and Special Regulations.*** The following table contains special zoning regulations that apply to uses in the R-2 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special

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Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.040C Allowed Uses and Special Regulations | | | |
|---|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 5 | Residential care facility | See Special Regulations | A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |
| 6 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.050 R-3 Single-Family Constrained Residential.

A. *Purpose*

D. ***Allowed Uses and Special Regulations.*** The following table contains special zoning regulations that apply to uses in the R-3 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special

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Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.050C Allowed Uses and Special Regulations | | | |
|---|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 5 | Residential care facility | See Special Regulations | A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |
| 6 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.060 R-4 Single-Family Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-4 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special

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Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.060C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|---|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. See RZC 21.08.290 , Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations which may apply. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii , <i>Small Lot Short Plats</i> , for specific regulations which may apply. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Education Hill, Grass Lawn, North Redmond, Southeast Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. |

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| Table 21.08.060C Allowed Uses and Special Regulations | | | |
|---|---------------------------|---|---|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| | | | B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for supplemental neighborhood regulations related to density, design, and review and decision procedures. |
| 7 | Manufactured home | Dwelling unit (2.0) | Please see RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.070 RIN (Residential Innovative) Single-Family Urban Residential.

C. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the RIN zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.070B Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | A. Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential and Willows/Rose Hill neighborhoods. B. Cottage housing in the RIN zone shall comply with the requirements of RZC 21.08.290 , <i>Cottage Housing Developments</i> . Site requirements that may be applicable for cottage housing and are not specified in RZC 21.08.290 , <i>R-6 Single-Family Urban Residences</i> , such as average lot size, are provided by the zone summary for the R-6 zone. (See RZC 21.08.090 .) |
| 3 | Size-limited dwelling | Dwelling unit (2.0) | |
| 4 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which apply to ADUs. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 5 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are |

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| Table 21.08.070B Allowed Uses and Special Regulations | | | |
|---|---------------------------|---|---|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| | | | permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific neighborhood requirements related to density, design, and review and decision procedures. |
| 6 | Manufactured home | | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 7 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 8 | Residential care facility | | A Conditional Use Permit is required. |
| 9 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.080 R-5 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-5 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020, Overview of the Development Process](#), for more information. Uses not listed are not permitted.

| Table 21.08.080C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220, Accessory Dwelling Units , for specific regulations which apply to ADUs. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached |

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| Table 21.08.080C Allowed Uses and Special Regulations | | | |
|--|---------------------------|---|---|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| | | | dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 for specific neighborhood requirements related to density, design, and review and decision procedures. |
| 7 | Manufactured home | | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which apply to Manufactured Housing |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing and Emergency Housing. | | | |

21.08.090 R-6 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-6 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.090C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii , <i>Small Lot Short Plats</i> , for additional requirements for small lot short plats. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Bear Creek, Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4- |

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| Table 21.08.090C Allowed Uses and Special Regulations | | | |
|---|---------------------------|---|---|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| | | | unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for supplemental neighborhood regulations related to density, design, and review and decision procedures. |
| 7 | Manufactured home | | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.100 R-8 Single-Family Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-8 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.100C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|--|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+- | A. Permitted use in all neighborhoods with the exception of Willows/Rose Hill. B. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. |

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| Table 21.08.100C Allowed Uses and Special Regulations | | | |
|--|---------------------------|---|---|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| | | bedroom dwelling unit (2.0) | C. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 7 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370 , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.110 R-12 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-12 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.110C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit |

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| Table 21.08.110C Allowed Uses and Special Regulations | | | |
|---|-------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| | | | <p>is required. See RZC 21.08.360, <i>Retirement Residences</i>, for specific regulations which may apply.</p> <p>B. A Conditional Use Permit is required for Residential Care Facilities.</p> <p>C. A Conditional Use Permit is required for Long-Term Care Facilities.</p> <p>D. Parking requirements are as follows:</p> <ol style="list-style-type: none"> 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) <p>E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.</p> |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| <p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing.</p> | | | |

21.08.120 R-18 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-18 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find

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regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.08.120C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | A. See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. |

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| Table 21.08.120C Allowed Uses and Special Regulations | | | |
|--|-------------------|---|---|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| | | | <p>C. A Conditional Use Permit is required for Long-Term Care Facilities.</p> <p>D. Parking requirements are as follows:</p> <ol style="list-style-type: none"> 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) <p>E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.</p> |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| <p>Notes:</p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing.</p> | | | |

21.08.130 R-20 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-20 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.08.130C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |

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| Table 21.08.130C Allowed Uses and Special Regulations | | | |
|---|-------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| | | | 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.08.140 R-30 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-30 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.08.140C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (min. required; max. allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220 , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260 , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320 , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360 , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |

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| Table 21.08.140C Allowed Uses and Special Regulations | | | |
|--|-------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (min. required; max. allowed) | Special Regulations |
| | | | 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii . |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing and Emergency Housing. | | | |

21.10.030 Old Town (OT) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.10.030C Allowed Uses and Basic Development Standards | | | |
|---|---|--|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . |
| 2 | Multifamily Structure, Mixed-Use Residential | | B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets, per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> . |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing and Transitional Housing. | | | |

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| Table 21.10.030C Allowed Uses and Basic Development Standards | | | |
|--|-----|--|---------------------|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing. | | | |

21.10.040 Anderson Park (AP) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.10.040C Allowed Uses and Basic Development Standards | | | |
|--|--|---|---|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . |
| 2 | Multifamily Structure, Mixed-Use Residential | space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of | B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, <i>Downtown Pedestrian System</i> , or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II |

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| Table 21.10.040C Allowed Uses and Basic Development Standards | | | |
|---|---|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| | | the required off-street parking. | Pedestrian Streets per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 . |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | |

21.10.050 Town Center (TWNC) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.10.050C Allowed Uses and Basic Development Standards | | | |
|--|---|--|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> . |
| 2 | Multifamily Structure, Mixed-Use Residential | space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) Conference center space: adequate to accommodate peak use | |
| ... | | | |
| Notes: | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing and Transitional Housing. | | | |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | |

21.10.060 Bear Creek (BC), Valley View (VV), and Trestle (TR) Zones.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.10.060C Allowed Uses and Basic Development Standards | | | |
|--|--|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. |
| 2 | Multifamily Structure, Mixed-Use Residential | | B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> . |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |

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| Table 21.10.060C Allowed Uses and Basic Development Standards | | | |
|---|--|---|---------------------|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing and Emergency Housing. | | | |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. <u>Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing.</u> Emergency Shelter is subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing. | | | |

21.10.070 Sammamish Trail (SMT) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.10.070C Allowed Uses and Basic Development Standards | | | |
|--|-----|---|---------------------|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential¹ | | | |

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| Table 21.10.070C Allowed Uses and Basic Development Standards | | | |
|--|---|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . |
| 2 | Multifamily Structure, Mixed-Use Residential | | B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> . |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, Emergency Housing is subject | | | |

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| Table 21.10.070C Allowed Uses and Basic Development Standards | | | |
|--|-----|---|---------------------|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | |

21.10.080 Town Square (TSQ) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.10.080C Allowed Uses and Basic Development Standards | | | |
|--|--|--|---|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II |
| 2 | Multifamily Structure, Mixed-Use Residential | | |

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| Table 21.10.080C Allowed Uses and Basic Development Standards | | | |
|--|---|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| | | the required off-street parking. | Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| ... | | | |
| General Sales and Services | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | |

21.10.090 River Bend (RVBD) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations

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column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.10.090C Allowed Uses and Basic Development Standards | | | |
|--|---|--|---|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System Map, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except by establishment of an Administrative Design Flexibility per RZC 21.76.070.C . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 . |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | |

21.10.100 River Trail (RVT), Carter (CTR), and East Hill (EH) Zones.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.10.100C Allowed Uses and Basic Development Standards | | | |
|---|--|--|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | | A. Maximum density per lot dependent upon size and width of lot, RZC 21.10.130.B , <i>Downtown Residential Densities Chart</i> . B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , <i>Applicability</i> . |
| 2 | Multifamily Structure, Mixed-Use Residential | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

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| Table 21.10.100C Allowed Uses and Basic Development Standards | | | |
|--|-----|--|---------------------|
| Section | Use | Parking Ratio: | Special Regulations |
| | | Unit of Measure Minimum required, Maximum allowed | |
| | | | |

21.12.040 OVZone 1.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 1. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = Land use
3. *Max.* FAR = Maximum floor area ratio
 - a. Base = Maximum FAR without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/50% Res. = With 50 percent residential
 - d. w/IP = With incentive program
4. *Min.* Res. Floor Area = Minimum Residential Floor Area
5. *Max.* Height = Maximum Height
 - a. Base = Maximum height without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/IP = With incentive program
6. *Max.* ISR / *Min.* LSR = Maximum impervious surface / minimum landscaped area
7. Parking Ratio = Parking ratio for the use
8. Special Regulations = Special regulations that apply to the use

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| Table 21.12.040B | | | | | | | |
|--|---|---|-------------------------------|--|---------------------------------|--|---|
| Allowed Uses and Basic Development Standards | | | | | | | |
| § | Use | Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio:Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; | 50% | 5; | 85% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | Maximum building height of nine stories may be achieved through RZC 21.12.170 , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| 2 | Mixed-Use Residential | 2.5; 2.5; 4 | | 6; 8 | / 15% | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.2; 1.35 | 50% | 4; 5; 8 | 85% / 15% | Rental room (1.0, 1.0) | Maximum building height of nine stories may be achieved through RZC 21.12.170 , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| ... | | | | | | | |
| Notes: | | | | | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and <u>Emergency Housing</u> . | | | | | | | |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, <u>Emergency Housing is subject</u> | | | | | | | |

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| Table 21.12.040B Allowed Uses and Basic Development Standards | | | | | | | |
|--|-----|--|-------------------------------|--|---------------------------------|--|---------------------|
| § | Use | Max. FAR | Min. Res. Floor Area | Max. Height | Max. ISR / Min. LSR | Parking Ratio:Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| | | Base; w / TDRs or GBP; w / 50% Res.; w / IP | | Base; w / TDRs or GBP; w / IP | | | |
| to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | | | | | |

21.12.050 OVZone 2.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 2. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.12.050B Allowed Uses and Basic Development Standards | | | | | | | |
|---|---|--|-------------------------------|--|---------------------------------|---|---|
| § | Use | Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio:Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; 2.5; 4.0 | 25% | 5; | 85%; 15% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program , on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| 2 | Mixed-Use Residential | | | 6; 8 | | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.2; 1. | 25% | 4; 5; 8 | 85%; 15% | Rental room (1.0, 1.0) | Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program , on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| ... | | | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. Emergency Housing is subject | | | | | | | |

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| Table 21.12.050B Allowed Uses and Basic Development Standards | | | | | | | |
|--|-----|---|-------------------------------|--|---------------------------------|---|---------------------|
| § | Use | Max. FAR | Min. Res. Floor Area | Max. Height | Max. ISR / Min. LSR | Parking Ratio:Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| | | Base; w / TDRs or GBP; w / 50% Res.; w / IP | | Base; w / TDRs or GBP; w / IP | | | |
| to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | | | | | |

21.12.060 OVZone 3.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 3. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.12.060B Allowed Uses and Basic Development Standards | | | | | | | |
|---|---|--|-------------------------------|--|---------------------------------|---|---------------------|
| § | Use | Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio:Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; | | 5; | | Unit (1.0, 2.25) plus 1 guest | |
| 2 | Mixed-Use Residential | 2.5; 2.5; 4.0 | 25% | 6; 9 | 85%; 15% | space per 4 units for projects of 6 units or more | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.2; 1.35 | 25% | 4; 5; 9 | 85%; 15% | Rental room (1.0, 1.0) | |
| ... | | | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing and Transitional Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing. | | | | | | | |

21.12.070 OVZone 4.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 4. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.12.070B Allowed Uses and Basic Development Standards | | | | | | | |
|--|--------------------------|--|-------------------------------|--|---------------------------------|--|---|
| § | Use | Max. FAR | Min. Res. Floor Area | Max. Height | Max. ISR / Min. LSR | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| | | Base; w / TDRs or GBP; w / IP | | Base; w / TDRs or GBP; w / IP | | | |
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; 4.0 | 50% | 5; 6; 12 | 85%; 20% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | A. An applicant may use an alternate method to calculate the 50 percent minimum residential floor area requirement for a proposed Master Plan. If used, the alternative method shall be described in a Development Agreement for the proposed Master Plan, and shall meet the intent of the 50 percent residential floor area requirement, which is described above in RZC 21.12.070.A , <i>Purpose</i> B. 2. Height not to exceed 125 feet through Overlake Village Incentive Program. |
| 2 | Mixed-Use Residential | | | | | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |

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| Table 21.12.070B Allowed Uses and Basic Development Standards | | | | | | | |
|--|---|---|-------------------------------|--|---------------------------------|---|--|
| § | Use | Max. FAR Base; w / TDRs or GBP; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | .4; .47; 1.2 | 50% | 4; 5; 12 | 85%; 20% | Rental room (1.0, 1.0) | Height not to exceed 135 feet through Overlake Village Incentive Program. |
| ... | | | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing. | | | | | | | |

21.12.080 OVZone 5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 5. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.12.080B | | | | | | | |
|--|---|---|-------------------------------|--|---------------------------------|--|---------------------|
| Allowed Uses and Basic Development Standards | | | | | | | |
| § | Use | Max. FAR Base; w / TDRs or GBP; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio:Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; | | 5; | | Unit (1.0, 2.25) plus 1 | |
| 2 | Mixed-Use Residential | 2.5; 4.0 | 0% | 5; 5 | 85%; 15% | guest space per 4 units for projects of 6 units or more | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.35 | 0% | 4; 5; 5 | 85%; 15% | Rental room (1.0, 1.0) | |
| ... | | | | | | | |
| Notes: | | | | | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | | | | | |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. <u>Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing.</u> <u>Emergency Shelter is subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing.</u> | | | | | | | |

21.12.210 OBAT Allowed Uses and Basic Development Standards.

A. **Allowed Uses and Basic Development Standards.** The following table (see below) contains the basic zoning regulations that apply to uses in the Overlake Business and Advanced Technology (OBAT) zone. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.12.210A | | | | | |
|---|---------------------------|-----------------------------------|-----------------------------------|--|---------------------|
| OBAT Allowed Uses and Basic Development Standards | | | | | |
| § | Use | Max. FAR | Max. Height | Parking | Special Regulations |
| | | Base; w / TDRs or GBP | Base; w / TDRs or GBP | Ratio:Unit of Measure (Min. required, Max. allowed) | |
| Residential ¹ | | | | | |
| 1 | Multifamily Structures | 1.0; 1.0 | 5; 6 | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Mixed-Use Residential | | | | |
| ... | | | | | |
| Notes: | | | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> <u>RZC 21.57.010</u> Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | | | |

21.13.070 MDD1.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD1. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020, Overview of the Development Process](#), for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

| Table 21.13.070B | | | |
|--|---|---|---------------------|
| Allowed Uses and Basic Development Standards | | | |
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential¹ | | | |
| 1 | Multifamily structure | Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Dormitory | Bed (0.5, 0.1) | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotel, motel or other accommodation services ^{1,2} | Rental room (1,1) | |

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| Table 21.13.070B | | | |
|---|-----|--|---------------------|
| Allowed Uses and Basic Development Standards | | | |
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> <u>RZC 21.57.010</u> Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. <u>Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing.</u> <u>Emergency Shelter is subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing.</u> | | | |

21.13.080 MDD2.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD2. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

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| Table 21.13.080B | | | |
|--|---|---|---------------------|
| Allowed Uses and Basic Development Standards | | | |
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential¹ | | | |
| 1 | Multifamily structure | Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Dormitory | Bed (0.5, 0.1) | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotel, motel or other accommodation services ^{1,2} | Rental room (1,1) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. <u>Emergency Shelter is subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing.</u> | | | |

21.13.090 MDD3.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD3. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special

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Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

| Table 21.13.090B | | | |
|---|------------------------|--|---------------------|
| Allowed Uses and Basic Development Standards: MDD3 | | | |
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential ¹ | | | |
| 1 | Detached Dwelling Unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| ... | | | |
| Notes: | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and <u>Emergency Housing</u> . | | | |

21.13.110 MDD5.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD5. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special

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Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

| Table 21.13.110B Allowed Uses and Basic Development Standards | | | |
|---|------------------------|---|--|
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential¹ | | | |
| 1 | Attached dwelling unit | Unit (2, 2) | A. Ground-oriented units only. Permitted only in Ground-Oriented Unit Overlay Area. See Map 13.2, <i>Ground-Oriented Unit Overlay</i> . B. Minimum density: 12 dwelling units per gross acre. |
| 2 | Multifamily structure | Ground-oriented units: unit (2, 2) All other structure types: unit (1, 1.5) plus 1 guest space per 4 units for projects of 6 units or more | Ground floor: only ground-oriented units allowed in Ground-Oriented Unit Overlay Area. |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> <u>RZC 21.57.010</u> Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.13.020 Northeast Design District.

C. *Allowed Uses and Basic Development Standards: NDD1.*

| Table 21.13.020B Allowed Uses and Basic Development Standards: NDD1 | | | |
|--|------------------------|--|---|
| Section | Use | Parking ratio: Unit of Measure (Min. required, Max. allowed) | Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Cottage | Dwelling unit (1.5, 2.0) | See RZC 21.08.290 , <i>Cottage Housing Developments</i> , for specific site development requirements and supplemental neighborhood regulations that may apply. No density bonus applies because total development is governed by FAR. |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing . | | | |

21.13.030 Regional Retail Design District.

D. *Allowed Uses and Basic Development Standards.* The following table contains the basic zoning regulations that apply to uses in the Regional Retail Design District (RR) zone. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use

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permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.13.030C Allowed Uses and Basic Development Standards | | | | |
|--|-------------------------------|---|--|---------------------|
| § | Use | Maximum FAR w/o TDRs or GBP; w/TDRs or GBP | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| General Sales or Services | | | | |
| ... | | | | |
| 16 | Hotel or motel ^{1,2} | 0.50; 0.60 | Assembly uses: 1,000 sq ft gfa (10.0, 10.0), or number of fixed seats (0.2, 0.2) Other uses: Rental room (1.0, 1.0) | |
| ... | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing . 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. Emergency Shelter is subject to section RZC 21.60 RZC 21.57.020 Emergency Shelter and Emergency Housing. | | | | |

21.14.010 Neighborhood Commercial 1 (NC-1).

E. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-1) zone. To use the

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chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.14.010C Allowed Uses and Basic Development Standards | | | |
|--|--------------------------|--|---|
| Section | Use | Parking ratio: unit of measure (required, allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Residential | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | Nonresidential uses shall about 188th Avenue NE in |
| 2 | Mixed-use residential | | 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 nonresidential uses that are co-located within the development. |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.14.015 Neighborhood Commercial 2 (NC-2).

E. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-2) zone. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.14.015C Allowed Uses and Basic Development Standards | | | |
|---|------------------------------------|---|---------------------|
| Section | Use | Parking ratio: unit of measure (required, allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Residential structure | Unit (1.0, 2.25) plus | |
| | Mixed-use residential structure | 1 guest space per 4 units for projects of 6 units or more | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> <u>RZC 21.57.010</u> Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | |

21.14.020 General Commercial.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the General Commercial (GC) zone. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

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| Table 21.14.020C Allowed Uses and Basic Development Standards | | | | | |
|---|---------------------------------|---|---|---|---------------------|
| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Height (stories) w/o TDR or GBP; w/TDR or GBP | FAR w/o TDR or GBP; w/TDR or GBP | | |
| Residential ¹ | | | | | |
| 1 | Multifamily structure | 3; 4 | 0.80; 0.90 | Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) | |
| 2 | Mixed-use residential structure | | | 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0) | |
| ... | | | | | |
| General sales or services | | | | | |
| ... | | | | | |
| 21 | Hotel or motel ^{1,2} | | | Rental room (1.0, 1.0) | |
| ... | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing . 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed. Emergency Housing is subject to chapter RZC 21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing. <u>Emergency Shelter is subject to section RZC 21.60 <u>RZC 21.57.020</u> Emergency Shelter and Emergency Housing.</u> | | | | | |

21.14.030 Business Park.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

| Table 21.14.030C | | | | | |
|---|---------------------------------------|--|--|---|---------------------|
| Allowed Uses and Basic Development Standards | | | | | |
| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Height (stories) | FAR | | |
| | | w/o TDR or GBP; w/TDR or GBP | w/o TDR or GBP; w/TDR or GBP | | |
| Residential¹ | | | | | |
| 1 | Mixed-use residential structure | 5; 6 | 0.68; 1.0 | Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0) | |
| ... | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 <u>RZC 21.57.010</u> RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing. | | | | | |

21.14.070 Bear Creek Design District.

D. **Allowed Uses and Basic Development Standards.** The following tables contain the basic zoning regulations that apply to uses in the Bear Creek Design District (BCDD) zone. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information for more information. Uses not listed are not permitted.

| Table 21.14.070B | | | | | | | |
|--|----------------------------------|---|---------------------------------------|------------------|------|--|--|
| Allowed Uses and Basic Development Standards: Performance Area 1 | | | | | | | |
| § | Use | Minimum | Maximums | | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively | Lot coverage; Impervious surface area | Height (stories) | FAR | | |
| Residential¹ | | | | | | | |
| 1 | Housing services for the elderly | Avondale: 15, 75, 150 Other property lines: 10, 75, 100 | 30%; 65% | 4 | 0.80 | Dwelling unit (1.0, 1.0) | A. Ten percent of the total number of dwelling units (including those built for employees) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. B. Applicant is entitled to number of TDRs equal to number of affordable units provided. C. A traffic mitigation plan is required. The plan shall address traffic control, parking management |

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| Table 21.14.070B | | | | | | | |
|---|------------------------|--|---|---------------------|-----|--|--|
| Allowed Uses and Basic Development Standards: Performance Area 1 | | | | | | | |
| § | Use | Minimum Setbacks (ft) for 1- and 2-story, 3-story, and 4- story structures, respectively | Maximums Lot coverage; Impervious surface area | Height (stories) | FAR | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | | | | | | (including mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system. |
| 2 | Detached dwelling unit | | | | | | A. Permitted only to house employees and the families of housing services for the elderly. |
| 3 | Multifamily structure | | | | | Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0) | B. Ten percent of the total number of dwelling units (including those built as housing services for the elderly) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. C. Applicant is entitled to number of TDRs equal to number of affordable units provided. D. See RZC 21.20 , <i>Affordable Housing</i> , for additional guidance. |
| ... | | | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and Emergency Housing . | | | | | | | |

21.14.080 Northwest Design District.

C. Allowed Uses and Basic Development Standards.

| Table 21.14.080B | | | | | |
|--|-----------------------------------|--|--|---|---|
| Allowed Uses and Basic Development Standards | | | | | |
| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | | |
| Residential ¹ | | | | | |
| 1 | Attached dwelling unit, 2-4 units | 4 | 0.68; 1.0 | Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0) Guest (1 per 4 units) | A. See RZC 21.08.260 , Attached Dwelling Units, for specific regulations related to design, review and decision procedures. B. See RZC 21.20 , <i>Affordable Housing</i> . |
| 2 | Multifamily structure | 5; 6 | 0.68; 1.0 | A. Non-residential uses shall be included, but not limited to, the ground floor street level. | See RZC 21.20 , <i>Affordable Housing</i> . |
| 3 | Mixed-use residential structure | | | | |

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| Table 21.14.080B Allowed Uses and Basic Development Standards | | | | | |
|--|-----|--|--|---|---------------------|
| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | | |
| | | | | B. See RZC 21.20 , <i>Affordable Housing</i> . | |
| ... | | | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 RZC 21.57.010 RZC 21.57.010 Permanent Supportive Housing, and Transitional Housing, and <u>Emergency Housing</u> . | | | | | |

Article II Citywide Regulations

Chapter 21.17 Adequate Public Facilities and Undergrounding of Facilities.

...

Chapter 21.56 Wireless Communication Facilities.

*Chapter 21.57 Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and
 Emergency Housing*

...

**21.57.010 Permanent Supportive Housing, ~~and Transitional Housing, and~~
Emergency Housing.**

A. *Purpose.* The purpose of the permanent supportive housing, ~~and transitional housing, and~~
Emergency Housing provisions ~~is~~ are to:

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1. Support housing stability and individual safety to those experiencing homelessness.
2. Ensure that housing is accessible to all economic segments of the population.

B. *Applicability.* The provisions of this section apply to all permanent supportive housing, ~~and transitional housing, and emergency housing~~ developments in the City.

C. *Requirements.*

~~1.~~ No transitional housing, permanent supportive housing, or emergency housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS).

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~~2.~~ *Siting and Spacing of Permanent Supportive Housing, and Transitional Housing, and Emergency Housing.* The siting and spacing of permanent supportive housing, ~~and transitional housing, and emergency housing~~ shall be limited to no less than one-half mile from any established permanent supportive housing, ~~and transitional housing, or emergency housing.~~

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~~2.~~ 3. *Density.* The density or maximum number of residents for permanent supportive housing, ~~and transitional housing, and emergency housing~~ shall be limited as follows:

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a. Permanent supportive housing, ~~and transitional housing, and emergency housing~~ located in mixed-use zoning districts in accordance with RZC 21.04.030, *Comprehensive Allowed Uses Chart*, shall be limited to 100 residents unless agreed upon with additional mitigation measures as part of an ~~occupancy~~ operational agreement.

b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with RZC 21.04.030, *Comprehensive Allowed Uses Chart*, shall be limited in density and occupancy based on the underlying zoning district in which the use is proposed.

c. Emergency housing located in nonresidential districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density and occupancy based on the underlying zoning district within which the use is proposed.

~~34.~~ *Occupancy Operational Agreement.*

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

a. An ~~occupancy operational~~ agreement shall be established with the City prior to occupancy of a permanent supportive housing, ~~or transitional housing use, or emergency housing use.~~

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i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The ~~occupancy operational~~ agreement shall include but not be limited to the following:

i. Names and contact information for on-site staff.

ii. Description of the services to be provided on site.

iii. Description of the staffing plan including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff; and.

F. The prior experience of the operator in managing permanent supportive housing, transitional housing, or emergency housing.

iv. Description of how resident occupancy will be phased up to full proposed capacity.

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v. Description of program eligibility, the referral and/or selection process, and how the operator will comply with the local outreach and coordination requirements of this chapter.

vi. Identification of supporting agencies and a description of supportive partnerships that will be engaged in ensuring that the operator can maintain the described level of service needed to support the resident population.

Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

~~vii. Contractual remedies for violation of the terms and conditions established in the operational agreement. This shall include identifying specific timelines for corrective action and penalties for non-action for any violation that impacts the health and safety of residents.~~

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~~iv. Program rules and/or code of conduct describing occupant expectation and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:~~

~~A. The use or sale of alcohol and illegal drugs;~~

~~B. Threatening or unsafe behavior; and~~

~~C. Weapon possession.~~

~~v. Safety and security plan reviewed and approved by the Redmond Police Department.~~

~~vi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan").~~

~~vii. Description of eligibility for residency and a referral process.~~

~~viii. Parking management plan that includes a prohibition of car camping on site and in designated on-street parking. (Ord. 3059)~~

~~c. City Council Engagement Considerations. As part of the operational agreement, the City Council may identify additional stakeholders, agencies, and community partners that should be consulted in the development of any plans or agreements required under this chapter.~~

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~~d. Minimum Performance Expectations for Operators.~~

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~~i. The sponsoring agency and/or operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify eligible homeless individuals who are living in, near, or who have ties to the City.~~

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

- ii. Coordination with local service providers and the Homeless Outreach Administrator to refer homeless community members, not residing at the facility, to appropriate service providers.
- iii. Facility staffing required for 24 hours per day and seven days per week (24/7 staffing).
- iv. Compliance with applicable registration and notification requirements for registered sex offenders.
- v. Management of access to the facility.
- vi. Case Management for the residents including:
 - A. Provision of access or connection to behavioral health treatment (including substance use disorder) and services.
 - B. Provision of access or connection to employment assistance (e.g., job training and education)
 - C. Provision of access or connection to housing-related services to help residents gain, maintain, or increase housing stability (e.g., tenant education and supports).
- vii. Development of a plan for routine and emergency communications with first responders.
- viii. Routine repair and maintenance of the property.

5. *Program Rules and/or Code of Conduct*

- a. Program rules and/or a code of conduct shall be developed in consultation with the site operators, service providers, city Human Services staff, and those who have a lived experience of homelessness.
- b. Program rules and/or code of conduct shall describe occupant expectations and consequences for failing to comply. When possible, consequences and corrective action should be individualized, address the specific behavior, and assist residents along a behavioral path that fosters greater responsibility and achieves a positive outcome for the resident. Examples include a requirement that an individual attend

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

specific counseling, participate in a specific support group, or provide more frequent check-ins with case workers or counselors.

c. The code of conduct shall at a minimum address the following topics:

i. The use of alcohol and recreational marijuana;

ii. The use of illegal drugs;

iii. The sale of illegal drugs;

iv. Threatening or unsafe behavior; and

v. Weapon possession.

d. Final program rules and code of conduct shall be reviewed and approved by the Redmond Police Department and the Director of Planning in consultation with Human Services staff.

6. Safety and security plan.

a. A safety and security plan shall be developed in consultation with the Redmond Police Department.

b. The plan shall identify behavioral health crisis management protocols.

c. The plan should identify staff trained in de-escalation methods.

d. The plan shall provide protocols for routine and emergency communications with first responders.

e. The final safety and security plan shall be approved by the Redmond Police Department.

7. Community Relations

a. In the planning phase, the operator shall consider how the site will involve, interact with, and impact facility residents, community neighbors, and businesses. Operators shall develop strategies and policies concerning:

i. public safety and neighborhood responsiveness

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
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ii. community engagement

iii. dispute resolution

iv. equity and social justice

b. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach shall be developed, implemented and periodically reviewed and will be referred to as a "Community Relations Plan."

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c. The plan shall document expectations drafted in consultation with the local community, site operators, service providers, those with lived experience of homelessness, and city representatives.

d. The plan shall address site upkeep and maintenance, on-street parking and vehicle camping.

e. The plan shall identify a "Neighborhood Liaison," a staff person who has been designated to be a visible and friendly ambassador for the housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.

f. The plan shall identify process for dispute resolution.

g. The plan shall be approved by the Director of Planning and Community Development.

8. Parking Management Plan

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An approved parking management plan that includes a prohibition of car camping onsite and in designated on-street parking shall be required.

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21.57.020 Emergency Shelter and Emergency Housing.

A. A short- or long-term temporary use permit for emergency shelter ~~or emergency housing~~ shall be valid for the duration of a state of emergency, per RCW [43.06.200](#), or as authorized by the Code Administrator based on the following criteria:

1. No emergency shelter use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS)

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

~~1. 2. *Siting and Spacing of Emergency Shelters, and Emergency Housing.* Emergency shelters and emergency housing shall be located no less than 1,000 feet from any established emergency shelters, or emergency housing.~~

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~~2. 3. *Density.* Individual emergency shelters and emergency housing shall be limited to a maximum number of occupants based on the site or structure capacity to maintain health, safety, and welfare of the total of permanent residents, temporary residents, of program participants and operational staff.~~

~~3. 4. *Occupancy Operational Agreement.*~~

a. An ~~occupancy operational~~ agreement shall be established with the City prior to occupancy of an emergency shelters, or emergency housing use:

i. ~~Property owners and o~~Operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The ~~occupancy operational~~ agreement shall include but not be limited to the following:

i. Name and contact information for on-site staff.

ii. Description of the services to be provided on site.

iii. Description of the staffing including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to ~~client-participant~~ ratios; and

E. Roles and responsibilities of all staff; and

F. The prior experience of the operator in managing an emergency shelter.

iv. ~~Identification of supporting agencies and a description of supportive partnerships that will be engaged in ensuring that the operator can maintain the described level of service needed to support program participants.~~

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

v. Contractual remedies for violation of the terms and conditions established in the operational agreement. This shall include identifying specific timelines for corrective action and penalties for non-action for any violation that impacts the health and safety of residents.

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iv. Operational rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. Safety and security plan reviewed and approved by the Redmond Police Department.

c. City Council Engagement Considerations. As part of the operational agreement, the City Council may identify additional stakeholders, agencies, and community partners that should be consulted in the development of any plans or agreements required under this chapter.

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d. Minimum Performance Expectations for Operators.

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i. The sponsoring agency and/or operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify eligible homeless individuals who are living in, near, or who have ties to the city.

ii. Coordination with local service providers and the Homeless Outreach Administrator to refer homeless community members, not residing at the facility, to appropriate service providers.

iii. Emergency shelter facility staffing is required at all times when the facility is open.

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iv. Compliance with applicable registration and notification requirements for registered sex offenders.

v. Management of access to supportive housing facility.

Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

vi. Routine repair and maintenance of the property.

5. Program Rules and/or Code of Conduct

a. Program rules and/or code of conduct shall be developed in consultation with site operators, service providers, city Human Services staff, and those who have a lived experience of homelessness.

b. Program rules and/or code of conduct shall describe occupant expectations and consequences for failing to comply. When possible, consequences and corrective action should be individualized, address the specific behavior, and assist residents along a behavioral path that fosters greater responsibility and achieves a positive outcome for the resident. Examples include a requirement that an individual attend specific counseling, participate in a specific support group, or provide more frequent check-ins with case workers or counselors.

c. The code of conduct shall at a minimum address the following topics:

i. The use of alcohol and recreational marijuana;

ii. The use of illegal drugs;

iii. The sale of illegal drugs;

iv. Threatening or unsafe behavior; and

v. Weapon possession.

c. Final program rules and code of conduct shall be reviewed and approved by the Police Department and the Director of Planning in consultation with Human Services staff.

6. Safety and security plan.

a. A safety and security plan shall be developed in consultation with the Redmond Police Department.

b. The plan shall identify behavioral health crisis management protocols.

c. The plan should identify staff trained in de-escalation

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

methods.

d. The plan shall provide protocols for routine and emergency communications with first responders.

e. The final safety and security plan shall be approved by the Redmond Police Department.

7. Community Relations

a. In the planning phase, the operator shall consider how the site will involve, interact with, and impact facility residents, community neighbors, and businesses. Operators shall develop strategies and policies concerning:

i. public safety and neighborhood responsiveness.

ii. community engagement

iii. dispute resolution

iv. equity and social justice

b. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach shall be developed, implemented and periodically reviewed and will be referred to as a "Community Relations Plan."

c. The plan shall document expectations drafted in consultation with the local community, site operators, service providers, those with lived experience of homelessness, and city representatives.

d. The plan shall address site upkeep and maintenance, on-street parking, and vehicle camping.

e. The plan shall identify a "Neighborhood Liaison," a staff person who has been designated to be a visible and friendly ambassador for the housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.

f. The plan shall identify process for dispute resolution.

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Attachment D - Redmond Zoning Code Article I, Article II, and Article VI Amendments
Permanent Regulations – Implementation of HB 1220

g. The plan shall be approved by the Director of Planning and Community Development

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8. *Parking Management Plan*

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An approved parking management plan that includes a prohibition of car camping onsite and in designated on-street parking shall be required.

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9. *4. Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.*

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The Notice of Application, Land Use Action Sign, neighborhood meeting, and mailed notice, and other requirements set forth in this chapter may, shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.

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The following amendment provides a cross-reference from the Temporary Use portion of the Zoning Code to the new citywide regulations associated with Emergency Shelters and Emergency Housing, also per HB-1220.

Article II Citywide Regulations

Chapter 21.17 Adequate Public Facilities and Undergrounding of Facilities

...

Chapter 21.46 Temporary Uses.

NEW SECTION. 21.46.060 Emergency Shelter and Emergency Housing.

Refer to RZC 21.57.020 *Emergency Shelter* and *Emergency Housing*.

Article VII Definitions- No change to Ordinance No. 3059

NEW SECTION. Emergency Housing. Emergency housing has the same meaning as RCW 36.70A.030 "Emergency housing" and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Housing.

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NEW SECTION. Emergency Shelter. Emergency shelter has the same meaning as RCW 36.70A.030 "Emergency shelter" and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Shelter.

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NEW SECTION. Permanent Supportive Housing. Permanent supportive housing has the same meaning as RCW 36.70A.030 "Permanent supportive housing" and as thereafter amended.

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NEW SECTION. Transitional Housing. Transitional housing has the same meaning as RCW 84.36.043 "Transitional housing" and as thereafter amended.

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TECHNICAL COMMITTEE REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

10-27-2021

| | |
|-----------------------------|--|
| Project File Number: | SEPA-2021-00326 |
| Proposal Name: | HB 1220 - Regulatory Compliance Regulations |
| Applicant: | City of Redmond |
| Staff Contacts: | Beverly Mesa-Zendt - Deputy Planning Director |
| | Carol Helland - Planning Director |

TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

Technical Committee shall make a recommendation to the Planning Commission for all Type VI reviews (RZC 21.76.060.E). The Technical Committee's recommendation shall be based on the decision criteria set forth in the Redmond Zoning Code. Review Criteria:

A. *RZC 21.76.AE Zoning Code Amendment -Text*

REDMOND ZONING CODE TEXT AMENDMENT SUMMARY

On August 17, 2021, Council adopted Ordinance No. 3059 imposing an Interim Official Control to amend portions of the Redmond Zoning Code (RZC) to align City homeless shelter regulations with state adopted definitions and to implement the preemption adopted by House Bill (HB) 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and to allow indoor Emergency Housing and indoor Emergency Shelters in all zoning districts where hotels are allowed, for conformance and consistency with state law. In accordance with RCW 36.70A.390, a public hearing was held on October 5, 2021 to elicit public input on the Ordinance No. 3059. This proposal is for adoption of permanent zoning regulations adopted under RCW 36A.63.100 to fully implement the preemption adopted by House Bill (HB) 1220 and to repeal and replace the Interim Official Control regulations adopted on August 17, 2021.

| RZC 21.76.070 AE - TEXT AMENDMENT CRITERIA | MEETS/ DOES NOT MEET | HB 1220 Implementation |
|---|-----------------------------|--|
| All amendments to the RZC processed under this section shall be in conformance with the Comprehensive Plan. | MEETS | These regulations are set forth to ensure compliance with state mandates. These amendments are in general conformance with the Comprehensive Plan. Any amendments to the Comprehensive Plan needed for full alignment with these regulations will be adopted as part of Redmond's periodic review of the Comprehensive Plan. |

Technical Committee Report and Recommendation to the Planning Commission

HB 1220 COMPLIANCE - PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, INDOOR EMERGENCY HOUSING, AND INDOOR EMERGENCY SHELTERS

October 27, 2021

STATE ENVIRONMENTAL POLICY ACT (SEPA)

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws. Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2). This decision was made after review of a completed environmental checklist and other information on file with the lead agency.

- ❖ In accordance with WAC 197-11-340(2) an opportunity for comment opened on October 6, 2021. Comments on the Threshold Determination will be accepted until City Council takes action on the final proposal.

STAFF RECOMMENDATION

Based on the compliance review of the decision criteria set forth in

A. *RZC 21.76.AE Zoning Code Amendment -Text*

Staff recommends APPROVAL of the proposed amendments.

TECHNICAL COMMITTEE RECOMMENDATION

The Technical Committee has reviewed the proposed amendments identified in Attachment A and finds the amendments to be **consistent** with review criteria identified below:

RZC 21.76.AE Zoning Code Amendment -Text

The Technical Committee recommends the following additional conditions for approval as necessary to ensure consistency with the City's development regulations.

Condition - that the Planning Commission consider and address the recommendations identified in the transmittal from the City Council provided in the Supplemental Findings of Fact, Conclusions, and Transmittal Guidance to the Planning Commission for Interim Official Control Ordinance No. 3059 adopted on October 26, 2021.

REVIEWED AND APPROVED BY

DocuSigned by:

Carol Helland

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Carol Helland,
Planning and Community Development Director

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Interim Public Works Director

Technical Committee Report and Recommendation to the Planning Commission

HB 1220 COMPLIANCE - PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, INDOOR EMERGENCY HOUSING, AND INDOOR EMERGENCY SHELTERS

October 27, 2021

Attachments

- A. Proposed Zoning Code Amendments
- B. SEPA Threshold Determination
- C. Public Comments Via Email
- D. Supplemental Findings of Fact, Conclusions, and Transmittal Guidance to the Planning Commission

ATTACHMENT B

CODE

CITY OF REDMOND ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, TO REPEAL INTERIM OFFICIAL CONTROL ORDINANCE 3059 AND TO AMEND ARTICLE I, ARTICLE II, AND ARTICLE VII OF THE REDMOND ZONING CODE TO ALIGN HOMELESS SHELTER REGULATIONS WITH STATE ADOPTED DEFINITIONS AND TO IMPLEMENT THE PREEMPTION ADOPTED BY HOUSE BILL 1220 THAT ALLOWS PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING IN ALL ZONING DISTRICTS WHERE RESIDENTIAL DWELLINGS AND/OR HOTELS ARE ALLOWED AND TO ALLOW EMERGENCY HOUSING AND EMERGENCY SHELTERS IN ALL ZONING DISTRICTS WHERE HOTELS ARE ALLOWED, PROVIDING FOR SEVERABILITY, A SAVINGS CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in 2021, the Washington State Legislature enacted House Bill (HB) 1220, which requires cities like Redmond to allow development of permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed; and

WHEREAS, HB 1220 also requires cities like Redmond to allow emergency housing and indoor emergency shelters in all zoning districts where hotels are allowed; and

WHEREAS, HB 1220 became effective on July 25, 2021 and requires cities to regulate permanent supportive housing and transitional housing consistent with HB 1220 on that date; and

WHEREAS, the City of Redmond's Comprehensive Plan and Zoning Code support and provide provisions for Social Assistance, Welfare, and Charitable Services land uses types; and

WHEREAS, the City of Redmond's Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan generally support the provision of services and land use types consistent with HB 1220; and

WHEREAS, because the City of Redmond's Zoning Code did not define nor clarify provisions through which permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelter could be established consistent with HB 1220, on August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align City shelter regulations with state adopted definitions and to implement the preemption adopted by ESSHB 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and to allow indoor Emergency Housing and indoor Emergency Shelters in all zoning districts where hotels are allowed, for conformance and consistency with state law; and

WHEREAS, while Ordinance No. 3059 has been in place, the City held a public hearing on October 5, 2021 and received public testimony on the Interim Zoning Control Ordinance in accordance with RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the City now wishes to adopt permanent regulations under the authority of RCW 35A.63.100 to comply with HB 1220; and

WHEREAS, on December XX, 2021 the Planning Commission held a public hearing to elicit public testimony on the permanent ordinance and considered such testimony and other public input in their deliberations; and

WHEREAS, the Planning Commission recommended approval of the amendments to the RZC set forth in this ordinance, consistent with the recommendation of the Technical Committee; and

WHEREAS, the City Council has reviewed the Planning Commission recommendation and the criteria set forth in RZC 21.76.07 and desires to adopt the amendments to Redmond Zoning Code as recommended by the Planning Commission.

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

Section 1. Findings and Conclusions. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings, the City Council hereby adopts the findings, conclusions, and recommendation contained in the Planning Commission Report (City file no. LAND-2021-XXXX) dated December XX, 2021.

Section 2. Amendments to Redmond Zoning Code (RZC) Chapter 21.04 General Provisions. The provisions of RZC Chapter 21.04,

subsection RZC 21.04.030 Comprehensive Allowed Use Chart are amended to read as follows:

A. Generally. This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. Residential Zones.

| Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones ^{1,2} | | | | | | | | | | | |
|--|----|-----|----|----|-----------|-----|-----|-----|-----------------------------|------|------|
| Online Users: Click on District Abbreviation to View Map --> | UR | RA5 | R1 | R3 | R4, R5 | R6 | R8 | RIN | R12, R18, R20, R30 | MDD3 | NDD1 |
| Residential | | | | | | | | | | | |
| Detached dwelling unit | P | P | P | P | P | P | P | P | P | P | P |
| Size-limited dwelling | | P | P | P | P | P | P | P | P | P | P |
| Cottage | | | | | P | P | P | P | | P | P |
| Accessory dwelling unit | P | P | P | P | P | P | P | P | P | P | P |
| Attached dwelling unit | | | | | P/C | P/C | P/C | P/C | P/C | P | P |
| Manufactured home | | P | P | P | P | P | P | P | P | P | P |
| Multifamily structure | | | | | | | | | P | P | P |
| Dormitory | | | | | | | | | | P | |
| Residential suite | | | | | | | | | | P | |
| Mixed-use residential structure | | | | | | | | | | | |
| Housing services for the elderly | | | | | | | | | P/C | P | P |
| Adult family home | | P | P | P | P | P | P | P | P | P | P |
| Long-term care facility | | | | | | | | | C | P | P |
| Residential care facility | | C | C | C | C | C | C | C | C | P | P |
| Retirement residence | | | | | P/C | P/C | P/C | C | P/C | P | P |
| General Sales or Service | | | | | | | | | | | |
| ... | | | | | | | | | | | |

| | | | | | | | | | | | |
|---|-----|---|-----|---|---|---|---|---|--|--|--|
| Hotels, motels and other accommodation services | | | | | | | | | | | |
| Bed and breakfast inn | P/C | P | P/C | P | P | P | P | P | | | |
| Hotel or motel | | | | | | | | | | | |
| ... | | | | | | | | | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to chapter RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | | | | | |

C. Nonresidential Zones.

| Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones ^{1,2} | | | | | | | | | | | |
|---|------|------|----|----|----|---|----|-------|-------|------------|------|
| Online Users: Click on District Abbreviation to View Map --> | NC-1 | NC-2 | GC | BP | MP | I | RR | BCDD1 | BCDD2 | NDD2, NDD3 | MDD4 |
| Residential | | | | | | | | | | | |
| Detached dwelling unit | P | P | | | | | | P | | | |
| Size-limited dwelling | P | P | | | | | | | | | |
| Cottage | P | P | | | | | | | | | |
| Accessory dwelling unit | P | P | | | | | | | | | |
| Attached dwelling unit | P | P | | | | | | | | | |
| Manufactured home | P | P | | | | | | | | | |
| Multifamily structure | P | P | P | | | | | P | | | |
| Dormitory | | | | | | | | | | | |
| Residential suite | | | | | | | | | | | |
| Mixed-use residential structure | P | P | P | P | | | | | | | |
| Housing services for the elderly | | | | | | | | P | | | |
| Adult family home | | | | | | | | | | | |
| Long-term care facility | | | | | | | | P | | | |
| Residential care facility | | | | | | | | P | | | |

| | | | | | | | | | | | |
|---|--|--|---|--|--|--|---|---|--|--|--|
| Retirement residence | | | | | | | | P | | | |
| General Sales or Service | | | | | | | | | | | |
| ... | | | | | | | | | | | |
| Hotels, motels and other accommodation services | | | | | | | | | | | |
| Bed and breakfast inn | | | | | | | | | | | |
| Hotel or motel | | | P | | | | P | | | | |
| ... | | | | | | | | | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | | | | | |

D. Mixed Use Zones.

| Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones ^{1,2} | | | | | | | | | | | |
|--|--|--------------|---------------|-----|-----|------|------|------|------|------|---|
| Online Users: Click on District Abbreviation to View Map --> | OT, AP, TWNC, BC, VV, TR, SMT, TSQ, RVBD | RVT, CTR, EH | OV1, OV2, OV3 | OV4 | OV5 | OBAT | MDD1 | MDD2 | MDD5 | NWDD | |
| Residential | | | | | | | | | | | |
| Detached dwelling unit | | | | | | | | | | | |
| Size-limited dwelling | | | | | | | | | | | |
| Cottage | | | | | | | | | | | |
| Accessory dwelling unit | | | | | | | | | | | |
| Attached dwelling unit | | | | | | | | | P | P | |
| Manufactured home | | | | | | | | | | | |
| Multifamily structure | P | P | P | P | P | P | P | P | P | P | P |
| Dormitory | P | P | P | P | P | P | P | P | P | | |
| Residential suite | P | P | P | P | P | P | P | P | | | |
| Mixed-use residential structure | P | P | P | P | P | P | P | P | P | P | P |

| | | | | | | | | | | |
|--|---|---|---|---|---|--|---|---|---|--|
| Housing services for the elderly | P | P | P | P | P | | P | P | P | |
| Adult family home | | | | | | | | | | |
| Long-term care facility | P | P | P | P | P | | P | P | P | |
| Residential care facility | P | P | P | P | P | | P | P | P | |
| Retirement residence | P | P | P | P | P | | P | P | P | |
| General Sales or Service | | | | | | | | | | |
| ... | | | | | | | | | | |
| Hotels, motels and other accommodation services | P | | P | P | P | | P | P | P | |
| Bed and breakfast inn | P | | P | P | P | | P | P | P | |
| Hotel or motel | P | | P | P | P | | P | P | P | |
| ... | | | | | | | | | | |
| <u>Notes:</u> <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | | | | |

Section 3. Amendments to Redmond Zoning Code (RZC) Chapter 21.08 Residential Regulations. The provisions of RZC Chapter 21.08, subsections RZC 21.08.020.D, RZC 21.08.030.D, RZC 21.08.040.D, 21.08.050.D, 21.08.060.D, 21.08.070.C, 21.08.080.D, 21.08.090.D, 21.08.100.D, 21.08.110.D, 21.08.120.D, 21.08.130.D, and 21.08.140.D are hereby amended to read as follows:

21.08.020 RA-5 Semirural Residential.

...

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the RA-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit

approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.020C Allowed Uses and Special Regulations | | | |
|---|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes for specific regulations which may apply. |
| 5 | Residential care facility | Dwelling unit (2.0) | A Conditional Use Permit is required |
| 6 | Adult family homes | | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.030 R-1 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-1 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.030C Allowed Uses and Special Regulations | | | |
|--|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |

| | | | |
|---|---------------------------|-------------------------|--|
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 5 | Residential care facility | See Special Regulations | A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |
| 6 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.040 R-2 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-2 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.040C Allowed Uses and Special Regulations | | | |
|---|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 5 | Residential care facility | See Special Regulations | A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |
| 6 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.050 R-3 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-3 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.050C Allowed Uses and Special Regulations | | | |
|---|-------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 5 | Residential care facility | See Special Regulations | A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |
| 6 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.060 R-4 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-4 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.060C Allowed Uses and Special Regulations | | | |
|--|-----|-----------------------------------|---------------------|
| Section | Use | Parking Ratio: Unit of measure | Special Regulations |

| | | (Minimum required; Maximum allowed) | |
|---|-----------------------------------|--|--|
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. See RZC 21.08.290, Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations which may apply. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii, Small Lot Short Plats, for specific regulations which may apply. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Education Hill, Grass Lawn, North Redmond, Southeast Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for supplemental neighborhood regulations related to density, design, and review and decision procedures. |
| 7 | Manufactured home | Dwelling unit (2.0) | Please see RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.070 RIN (Residential Innovative) Single-Family Urban Residential.

C. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the RIN zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.070B Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: Unit of measure (Minimum required; Maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | A. Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential and Willows/Rose Hill neighborhoods. B. Cottage housing in the RIN zone shall comply with the requirements of RZC 21.08.290, Cottage Housing Developments. Site requirements that may be applicable for cottage housing and are not specified in RZC 21.08.290, R-6 Single-Family Urban Residences, such as average lot size, are provided by the zone summary for the R-6 zone. (See RZC 21.08.090.) |
| 3 | Size-limited dwelling | Dwelling unit (2.0) | |
| 4 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which apply to ADUs. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 5 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific neighborhood requirements related to density, design, and review and decision procedures. |
| 6 | Manufactured home | | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 7 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 8 | Residential care facility | | A Conditional Use Permit is required. |
| 9 | Adult family home | Dwelling unit (2.0) | |

...

Notes:

1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.

21.08.080 R-5 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
|--------------------------|-----------------------------------|---|--|
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which apply to ADUs. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 for specific neighborhood requirements related to density, design, and review and decision procedures. |
| 7 | Manufactured home | | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which apply to Manufactured Housing |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is |

| | | | |
|---|---------------------------|---------------------|--|
| | | | required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.090 R-6 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-6 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.090C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|---|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. |
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii, Small Lot Short Plats, for additional requirements for small lot short plats. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Dwelling unit (2.0) | A. Permitted use in Bear Creek, Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units |

| | | | |
|---|---------------------------|-------------------------|---|
| | | | require a Conditional Use Permit as part of a demonstration project. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for supplemental neighborhood regulations related to density, design, and review and decision procedures. |
| 7 | Manufactured home | | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.100 R-8 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-8 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.100C Allowed Uses and Special Regulations | | | |
|--|------------------------|---|---|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Cottage | Cottage (1.5, 2.0) | Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. |

| | | | |
|---|-----------------------------------|---|---|
| 3 | Small-lot short plat | Dwelling unit (2.0) | Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats. |
| 4 | Size-limited dwelling | | |
| 5 | Accessory dwelling unit (ADU) | ADU (1.0) | A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods. |
| 6 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | A. Permitted use in all neighborhoods with the exception of Willows/Rose Hill. B. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. C. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 7 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 8 | Retirement residence | See Special Regulations | A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 9 | Residential care facility | | A Conditional Use Permit is required. |
| 10 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.110 R-12 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-12 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.110C
Allowed Uses and Special Regulations

| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
|---|-----------------------------------|---|--|
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.120 R-18 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-18 zone. To use the chart, first read down the left-hand column titled "Use." When you have

located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.120C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | A. See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.08.130 R-20 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-20 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.08.130C Allowed Uses and Special Regulations | | | |
|--|-----------------------------------|---|--|
| Section | Use | Parking Ratio: unit of measure (minimum required; maximum allowed) | Special Regulations |
| Residential¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | |
| 6 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 8 | Adult family home | Dwelling unit (2.0) | |

...

Notes:

1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.

21.08.140 R-30 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-30 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Section | Use | Parking Ratio: unit of measure (min. required; max. allowed) | Special Regulations |
|--------------------------|-----------------------------------|--|---|
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| 3 | Accessory dwelling unit (ADU) | ADU (1.0) | See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. |
| 4 | Attached dwelling unit, 2-4 units | Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0) | A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions. |
| 5 | Multifamily structures | | |
| 6 | Manufactured home | Dwelling unit (2.0) | See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply. |
| 7 | Housing Services for the Elderly | See Special Regulations | A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) |

| | | | |
|--|-------------------|---------------------|---|
| | | | 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii. |
| 8 | Adult family home | Dwelling unit (2.0) | |
| ... | | | |
| Notes: 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing. | | | |

Section 4. Amendments to Redmond Zoning Code (RZC) Chapter 21.10 Downtown Regulations. The provisions of RZC Chapter 21.10, subsections RZC 21.10.030.D, 21.10.040.D, 21.10.050.D, 21.10.060.D, 21.10.070.D, 21.10.080.D, 21.10.090.D, and 21.10.100.D are hereby amended to read as follows:

21.10.030 Old Town (OT) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.030C Allowed Uses and Basic Development Standards | | | |
|--|--|--|---|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential^{1A} | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets, per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, |
| 2 | Multifamily Structure, Mixed-Use Residential | | |

| | | | |
|--|---|------------------------|---|
| | | | but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.10.040 Anderson Park (AP) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.040C Allowed Uses and Basic Development Standards | | | |
|--|--|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 . |
| 2 | Multifamily Structure, Mixed-Use Residential | | |

| | | | |
|---|---|------------------------|--|
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.10.050 Town Center (TWNC) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.050C Allowed Uses and Basic Development Standards | | | |
|--|---|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) Conference center space: adequate to accommodate peak use | |

...

Notes:

1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.

2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.

21.10.060 Bear Creek (BC), Valley View (VV), and Trestle (TR) Zones.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.060C

Allowed Uses and Basic Development Standards

| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
|--|---|--|--|
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. B. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.

21.10.070 Sammamish Trail (SMT) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.070C Allowed Uses and Basic Development Standards | | | |
|--|---|---|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.10.080 Town Square (TSQ) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.080C Allowed Uses and Basic Development Standards | | | |
|--|---|--|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| General Sales and Services | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.10.090 River Bend (RVBD) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.090C Allowed Uses and Basic Development Standards | | | |
|--|---|--|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, per RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System Map, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except by establishment of an Administrative Design Flexibility per RZC 21.76.070.C . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 . |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotels, Motels, and Other Accommodation Services ^{1,2} | Rental room (1.0, 1.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.10.100 River Trail (RVT), Carter (CTR), and East Hill (EH) Zones.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.10.100C Allowed Uses and Basic Development Standards | | | |
|---|--|--|--|
| Section | Use | Parking Ratio: Unit of Measure Minimum required, Maximum allowed | Special Regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit, 2-4 units | Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking. | A. Maximum density per lot dependent upon size and width of lot, RZC 21.10.130.B , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC 21.76.070.C . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC 21.62.020.F.5 . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC 21.20.020 , Applicability. |
| 2 | Multifamily Structure, Mixed-Use Residential | | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

Section 5. Amendments to Redmond Zoning Code (RZC) Chapter 21.12 Overlake Regulations. The provisions of RZC Chapter 21.12, subsections RZC 21.12.040.C, 21.12.050.C, 21.12.060.C, 21.12.070.C, 21.12.080.C, and 21.12.210.A are hereby amended to read as follows:

21.12.040 OV Zone 1.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = Land use

3. Max. FAR = Maximum floor area ratio
 - a. Base = Maximum FAR without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/50% Res. = With 50 percent residential
 - d. w/IP = With incentive program
4. Min. Res. Floor Area = Minimum Residential Floor Area
5. Max. Height = Maximum Height
 - a. Base = Maximum height without any incentives applied
 - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
 - c. w/IP = With incentive program
6. Max. ISR / Min. LSR = Maximum impervious surface / minimum landscaped area
7. Parking Ratio = Parking ratio for the use
8. Special Regulations = Special regulations that apply to the use

Table 21.12.040B

Allowed Uses and Basic Development Standards

| § | Use | Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations |
|--|---|---|-------------------------------|---|---------------------------------|--|---|
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; | 50% | 5; 6; | 85% / 15% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| 2 | Mixed-Use Residential | 2.5; 4 | | 8 | | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.2; 1.35 | 50% | 4; 5; 8 | 85% / 15% | Rental room (1.0, 1.0) | Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| ... | | | | | | | |
| Notes: | | | | | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | |

21.12.050 OV Zone 2.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.12.050B Allowed Uses and Basic Development Standards | | | | | | | |
|--|---|---|-------------------------------|--|---------------------------------|--|---|
| § | Use | Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; | 25% | 5; 6; 8 | 85%; 15% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| 2 | Mixed-Use Residential | 2.5; 4.0 | | | | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.2; 1. | 25% | 4; 5; 8 | 85%; 15% | Rental room (1.0, 1.0) | Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive. |
| ... | | | | | | | |
| Notes: | | | | | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | |

21.12.060 OV Zone 3.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 3. To use the chart, first read down the left-hand column titled "Use." When you

have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.12.060B Allowed Uses and Basic Development Standards | | | | | | | |
|---|---|---|-------------------------------|--|---------------------------------|--|---------------------|
| § | Use | Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP | Min. Res. Floor Area | Max. Height Base; w / TDRs or GBP; w / IP | Max. ISR / Min. LSR | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; | 25% | 5; 6; | 85%; 15% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Mixed-Use Residential | 2.5; 4.0 | | 9 | | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.2; 1.35 | 25% | 4; 5; 9 | 85%; 15% | Rental room (1.0, 1.0) | |
| ... | | | | | | | |
| Notes: | | | | | | | |
| 1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing. | | | | | | | |
| 2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing. | | | | | | | |

21.12.070 OV Zone 4.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 4. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.12.070B Allowed Uses and Basic Development Standards | | | | | | | | |
|---|---|---|---------------|--|------------------|--|---|--|
| § | Use | Max. FAR | Min. Res. | Max. Height | Max. ISR | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations | |
| | | Base; w / TDRs or GBP; w / IP | Floor Area | Base; w / TDRs or GBP; w / IP | / Min. LSR | | | |
| Residential ¹ | | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; | 50% | 5; 6; | 85%; 20% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | A. An applicant may use an alternate method to calculate the 50 percent minimum residential floor area requirement for a proposed Master Plan. If used, the alternative method shall be described in a Development Agreement for the proposed Master Plan, and shall meet the intent of the 50 percent residential floor area requirement, which is described above in RZC 21.12.070.A, Purpose. B. 2. Height not to exceed 125 feet through Overlake Village Incentive Program. | |
| 2 | Mixed-Use Residential | 4.0 | | 12 | | | | |
| ... | | | | | | | | |
| General sales or services | | | | | | | | |
| ... | | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | .4; .47; 1.2 | 50% | 4; 5; 12 | 85%; 20% | Rental room (1.0, 1.0) | Height not to exceed 135 feet through Overlake Village Incentive Program. | |
| ... | | | | | | | | |
| Notes: | | | | | | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | | |

21.12.080 OV Zone 5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.12.080B Allowed Uses and Basic Development Standards | | | | | | | |
|--|-----|-----------------------------|-------------------------------|--------------------------------|---------------------------------|---|---------------------|
| § | Use | Max. FAR Base; w / | Min. Res. Floor Area | Max. Height Base; w / | Max. ISR / Min. LSR | Parking Ratio: Unit of Measure (Min. | Special Regulations |

| | | | | | | | |
|--|---|---------------------------------|----|------------------------------|-------------|--|--|
| | | TDRs or GBP; w / IP | | TDRs or GBP; w / IP | Min. LSR | required, Max. allowed) | |
| Residential ¹ | | | | | | | |
| 1 | Multifamily Structure | 2.5; 2.5; | 0% | 5; 5; | 85%; 15% | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Mixed-Use Residential | 4.0 | | 5 | | | |
| ... | | | | | | | |
| General sales or services | | | | | | | |
| ... | | | | | | | |
| 7 | Hotels, Motels and Other Accommodation Services ^{1,2} | 1.2; 1.2; 1.35 | 0% | 4; 5; 5 | 85%; 15% | Rental room (1.0, 1.0) | |
| ... | | | | | | | |
| Notes: | | | | | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | | | |

21.12.210 OBAT Allowed Uses and Basic Development Standards.

A. Allowed Uses and Basic Development Standards. The following table (see below) contains the basic zoning regulations that apply to uses in the Overlake Business and Advanced Technology (OBAT) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.12.210A OBAT Allowed Uses and Basic Development Standards | | | | | |
|---|---------------------------|--|---|---|---------------------|
| § | Use | Max. FAR Base; w / TDRs or GBP | Max. Height Base; w / TDRs or GBP | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special Regulations |
| Residential ¹ | | | | | |
| 1 | Multifamily Structures | 1.0; 1.0 | 5; 6 | Unit (1.0, 2.25) plus 1 guest space per 4 units for | |
| 2 | Mixed-Use Residential | | | | |

| | | | | | |
|--|--|--|--|-----------------------------|--|
| | | | | projects of 6 units or more | |
| ... | | | | | |
| Notes: | | | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | |

Section 6. Amendments to Redmond Zoning Code (RZC) Chapter 21.13 Southeast Redmond Regulations. The provisions of RZC Chapter 21.13, subsections RZC 21.13.020.C, 21.13.030.D, 21.13.070.C, 21.13.080.C, 21.13.090.C, and 21.13.110.C are hereby amended to read as follows:

21.13.020 Northeast Design District.

C. Allowed Uses and Basic Development Standards: NDD1.

| Table 21.13.020B Allowed Uses and Basic Development Standards: NDD1 | | | |
|--|------------------------|--|---|
| Section | Use | Parking ratio: Unit of Measure (Min. required, Max. allowed) | Regulations |
| Residential ¹ | | | |
| 1 | Detached dwelling unit | Dwelling unit (2.0) | See RZC 21.08.290,Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations that may apply. No density bonus applies because total development is governed by FAR. |
| 2 | Size-limited dwelling | | |
| 3 | Cottage | Dwelling unit (1.5, 2.0) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.13.030 Regional Retail Design District.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Regional Retail Design District (RR) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find

regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.13.030C Allowed Uses and Basic Development Standards | | | | |
|---|-------------------------------|---|--|---------------------|
| § | Use | Maximum FAR w/o TDRs or GBP; w/TDRs or GBP | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| General Sales or Services | | | | |
| ... | | | | |
| 16 | Hotel or motel ^{1,2} | 0.50; 0.60 | Assembly uses: 1,000 sq ft gfa (10.0, 10.0), or number of fixed seats (0.2, 0.2) Other uses: Rental room (1.0, 1.0) | |
| ... | | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | |

21.13.070 MDD1.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD1. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

- 1. § = section number
- 2. Use = land use
- 3. Parking Ratio = Parking ratio for the use
- 4. Special Regulations: Special regulations that apply to the use

| |
|--|
| Table 21.13.070B Allowed Uses and Basic Development Standards |
|--|

| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
|---|---|---|---------------------|
| Residential ¹ | | | |
| 1 | Multifamily structure | Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Dormitory | Bed (0.5, 0.1) | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotel, motel or other accommodation services ^{1,2} | Rental room (1,1) | |
| ... | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.13.080 MDD2.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD2. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

- 1. § = section number
- 2. Use = land use
- 3. Parking Ratio = Parking ratio for the use
- 4. Special Regulations: Special regulations that apply to the use

| Table 21.13.080B Allowed Uses and Basic Development Standards | | | |
|--|-----|--|---------------------|
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential ¹ | | | |

| | | | |
|--|---|---|--|
| 1 | Multifamily structure | Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more | |
| 2 | Dormitory | Bed (0.5, 0.1) | |
| ... | | | |
| General Sales or Service | | | |
| ... | | | |
| 7 | Hotel, motel or other accommodation services ^{1,2} | Rental room (1,1) | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | |

21.13.090 MDD3.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

| Table 21.13.090B Allowed Uses and Basic Development Standards: MDD3 | | | |
|--|------------------------|--|---------------------|
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential ¹ | | | |
| 1 | Detached Dwelling Unit | Dwelling unit (2.0) | |
| 2 | Size-limited dwelling | | |
| ... | | | |
| Notes: | | | |

1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.

21.13.110 MDD5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

| Table 21.13.110B Allowed Uses and Basic Development Standards | | | |
|--|------------------------|--|--|
| § | Use | Parking Ratio: Unit of Measure (Min. required, Max. allowed) | Special regulations |
| Residential ¹ | | | |
| 1 | Attached dwelling unit | Unit (2, 2) | A. Ground-oriented units only. Permitted only in Ground-Oriented Unit Overlay Area. See Map 13.2, Ground-Oriented Unit Overlay. B. Minimum density: 12 dwelling units per gross acre. |
| 2 | Multifamily structure | Ground-oriented units: unit (2, 2) All other structure types: unit (1, 1.5) plus 1 guest space per 4 units for projects of 6 units or more | Ground floor: only ground-oriented units allowed in Ground-Oriented Unit Overlay Area. |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

Section 7. Amendments to Redmond Zoning Code (RZC) Chapter 21.14 Commercial Regulations. The provisions of RZC Chapter 21.13,

subsections RZC 21.14.010.E, 21.14.015.E, 21.14.020.D, 21.14.030.D, 21.14.070.D, and 21.14.080.C are hereby amended to read as follows:

21.14.010 Neighborhood Commercial 1 (NC-1).

E. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-1) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.14.010C Allowed Uses and Basic Development Standards | | | |
|--|-----------------------|---|---|
| Section | Use | Parking ratio: unit of measure (required, allowed) | Special Regulations |
| Residential ¹ | | | |
| 1 | Residential | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | Nonresidential uses shall abut 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 nonresidential uses that are co-located within the development. |
| 2 | Mixed-use residential | | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.14.015 Neighborhood Commercial 2 (NC-2).

E. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-2) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.14.015C Allowed Uses and Basic Development Standards | | | |
|--|-----|--|---------------------|
| Section | Use | Parking ratio: unit of measure (required, allowed) | Special Regulations |
| | | | |

| | | | |
|--|---------------------------------|---|--|
| Residential ¹ | | | |
| 1 | Residential structure | Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more | |
| | Mixed-use residential structure | | |
| ... | | | |
| Notes: | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | |

21.14.020 General Commercial.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the General Commercial (GC) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.14.020C Allowed Uses and Basic Development Standards | | | | | |
|--|---------------------------------|---|--|---|---------------------|
| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Height (stories) w/o TDR or GBP; w/TDR or GBP | FAR w/o TDR or GBP; w/TDR or GBP | | |
| Residential ¹ | | | | | |
| 1 | Multifamily structure | 3; 4 | 0.80; 0.90 | Studio (1.2, 1.2) | |
| 2 | Mixed-use residential structure | | | 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0) | |
| ... | | | | | |
| General sales or services | | | | | |
| ... | | | | | |
| 21 | Hotel or motel ^{1,2} | | | Rental room (1.0, 1.0) | |
| ... | | | | | |
| Notes: | | | | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | |
| <u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u> | | | | | |

21.14.030 Business Park.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

| Table 21.14.030C Allowed Uses and Basic Development Standards | | | | | |
|--|---------------------------------------|--|---|---|---------------------|
| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
| | | Height (stories) | FAR | | |
| | | w/o TDR or GBP; w/TDR or GBP | w/o TDR or GBP; w/TDR or GBP | | |
| Residential ¹ | | | | | |
| 1 | Mixed-use residential structure | 5; 6 | 0.68; 1.0 | Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0) | |
| ... | | | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | |

21.14.070 Bear Creek Design District.

D. Allowed Uses and Basic Development Standards. The following tables contain the basic zoning regulations that apply to uses in the Bear Creek Design District (BCDD) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information for more information. Uses not listed are not permitted.

| Table 21.14.070B Allowed Uses and Basic Development Standards: Performance Area 1 | | | | | |
|--|-----|---------|----------|--|---------------------|
| § | Use | Minimum | Maximums | | Special Regulations |

| | | Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively | Lot coverage; Impervious surface area | Height (stories) | FAR | Parking ratio: unit of measure (min. required, max. allowed) | |
|---|----------------------------------|---|---------------------------------------|------------------|------|---|---|
| Residential¹ | | | | | | | |
| 1 | Housing services for the elderly | Avondale: 15, 75, 150 Other property lines: 10, 75, 100 | 30%; 65% | 4 | 0.80 | Dwelling unit (1.0, 1.0) | A. Ten percent of the total number of dwelling units (including those built for employees) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. B. Applicant is entitled to number of TDRs equal to number of affordable units provided. C. A traffic mitigation plan is required. The plan shall address traffic control, parking management (including mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system. |
| 2 | Detached dwelling unit | | | | | Studio (1.2, 1.2) | A. Permitted only to house employees and the families of housing services for the elderly. |
| 3 | Multifamily structure | | | | | 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0) | B. Ten percent of the total number of dwelling units (including those built as housing services for the elderly) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. C. Applicant is entitled to number of TDRs equal to number of affordable units provided. D. See RZC 21.20, Affordable Housing, for additional guidance. |
| ... | | | | | | | |
| Notes: <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | | | |

21.14.080 Northwest Design District.

C. Allowed Uses and Basic Development Standards.

Table 21.14.080B

Allowed Uses and Basic Development Standards

| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
|--------------------------|--------------------------------------|--|--|---|---|
| | | Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | | |
| Residential ¹ | | | | | |
| 1 | Attached dwelling unit, 2-4 units | 4 | 0.68; 1.0 | Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) | A. See RZC 21.08.260, Attached Dwelling Units, for specific regulations related to design, review and decision procedures. B. See RZC 21.20, Affordable Housing. |
| 2 | Multifamily structure | 5; 6 | 0.68; 1.0 | 3+ bedrooms (2.0, 2.0) Guest (1 per 4 units) | See RZC 21.20, Affordable Housing. |
| 3 | Mixed-use residential structure | | | A. Non-residential uses shall be included, but not limited to, the ground floor street level. B. See RZC 21.20, Affordable Housing. | |
| ... | | | | | |
| Notes: | | | | | |

Table 21.14.080B

Allowed Uses and Basic Development Standards

| Section | Use | Maximums | | Parking ratio: unit of measure (min. required, max. allowed) | Special Regulations |
|--|-----|---|---|---|---------------------|
| | | Height (stories) | FAR | | |
| | | w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives | | |
| <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u> | | | | | |

Section 8. Amendments to Redmond Zoning Code (RZC)

Article II Citywide Regulations. The provisions of RZC Article II are hereby amended to include the new provisions of chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing as follows:

NEW CHAPTER. RZC 21.58 Permanent Supportive Housing and Transitional Housing.

A. Purpose.

The purpose of the permanent supportive housing and transitional housing provisions is to:

- 1. Support housing stability and individual safety to those experiencing homelessness.**
- 2. Ensure that housing is accessible to all economic segments of the population**

B. Applicability.

The provisions of this section apply to all permanent supportive housing and transitional housing developments in the City.

C. Requirements.

1. Siting and Spacing of Permanent Supportive Housing and Transitional Housing.

The siting and spacing of permanent supportive housing and transitional housing shall be limited to no less than one half mile from all established Permanent Supportive Housing and Transitional Housing.

2. Density.

The density or maximum number of residents for permanent supportive housing and transitional housing shall be limited as follows:

a. Permanent supportive housing and transitional housing located in mixed-use zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited to 100 residents unless agreed upon with additional mitigation measures as part of an Occupancy Agreement.

b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density and occupancy based on the underlying zoning district in which the use is proposed.

3. Occupancy Agreement.

a. An occupancy agreement shall be established with the City prior to occupancy of a permanent supportive housing or transitional housing use:

i. Property owners and/or operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The occupancy agreement shall include but not be limited to the following:

i. Names and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing plan including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff.

iv. Program rules and/or code of conduct describing occupant expectation and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. Safety and security plan reviewed and approved by the Redmond Police Department.

vi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan")

vii. Description of eligibility for residency and a referral process.

viii. Parking management plan that includes a prohibition of car camping onsite and in designated on-street parking.

Section 9. Amendments to Redmond Zoning Code (RZC)

Article II Citywide Regulations. The provisions of RZC Article II are hereby amended to include the new provisions of chapter RZC 21.60 Emergency Shelter and Emergency Housing as follows:

NEW CHAPTER. 21.60 Emergency Shelter and Emergency Housing.

A. A short or long-term temporary use permit for emergency shelter or emergency housing shall be valid for the duration of a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator based on the following criteria:

1. Siting and Spacing of Emergency Shelters and Emergency Housing.

Emergency shelters and emergency housing shall be located no less than 1,000 feet from all established emergency shelters or emergency housing.

2. Density.

Individual emergency shelters and emergency housing shall be limited to a maximum number of occupants based on the site or structure capacity to maintain health, safety, and welfare of the total of permanent residents, temporary residents, and operational staff.

3. Occupancy Agreement.

a. An occupancy agreement shall be established with the City prior to occupancy of an emergency shelters or emergency housing use:

i. Property owners and/or operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The occupancy agreement shall include but not be limited to the following:

i. Name and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff.

iv. Operational rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. Safety and security plan reviewed and approved by the Redmond Police Department.

4. Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.

The Notice of Application, Land Use Action Sign, neighborhood meeting,

and mailed notice shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.

Section 10. Amendments to Redmond Zoning Code (RZC) 21.08 Residential Regulations. The provisions of RZC Chapter 21.08 are hereby amended to include the new provisions of section RZC 21.08.400 Permanent Supportive Housing and Transitional Housing as follows:

NEW SECTION. 21.08.400 Permanent Supportive Housing and Transitional Housing.

Refer to RZC 21.58 Permanent Supportive Housing and Transitional Housing.

Section 11. Amendments to Redmond Zoning Code (RZC) 21.46 Temporary Uses. The provisions of RZC Chapter 21.46 are hereby amended to include the new provisions of section RZC 21.46.060 Emergency Shelter and Emergency Housing as follows:

NEW SECTION. 21.46.060 Emergency Shelter and Emergency Housing.

Refer to RZC 21.60 Emergency Shelter and Emergency Housing.

Section 12. Amendments to Redmond Zoning Code (RZC) 21.78 Definitions. The provisions of RZC Chapter 21.78, subsections E Definitions, P Definitions, and T Definitions are hereby amended to include the new provision of definitions as follows:

NEW SECTION. Emergency Housing. Emergency housing has the same meaning as RCW 36.70A.030 "Emergency housing" and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Housing.

NEW SECTION. Emergency Shelter. Emergency shelter has the same meaning as RCW 36.70A.030 "Emergency shelter" and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Shelter.

NEW SECTION. Permanent Supportive Housing. Permanent supportive housing has the same meaning as RCW 36.70A.030 "Permanent supportive housing" and as thereafter amended.

NEW SECTION. Transitional Housing. Transitional housing has the same meaning as RCW 84.36.043 "Transitional housing" and as thereafter amended.

Section 13. Transmittal to Department of Commerce.

Pursuant to RCW 36.70A.106, a copy of this ordinance was transmitted to the Washington State Department of Commerce on October 6, 2021.

Section 14. Preparation of Final Documents. The Administration is directed to complete preparation of Redmond Zoning Code documents, including updates to policy numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and inclusion of appropriate graphics and illustrations.

Section 15. 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 16. Repeal. The following are hereby repealed:

Ordinance No 3059 enacted August 17, 2021

Section 17. Savings. Ordinance No.3059, which is repealed by this ordinance, shall remain in force and effect until the effective date of this ordinance.

Section 6. Effective Date. This ordinance shall take effect five days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this XX day of January, 2022.

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.

DRAFT



STATE ENVIRONMENTAL POLICY ACT (SEPA) DETERMINATION OF NON-SIGNIFICANCE

For more information about this project visit www.redmond.gov/landuseapps

PROJECT INFORMATION

PROJECT NAME: Amendment to Redmond Zoning per HB-1220

SEPA FILE NUMBER: SEPA-2021-00860

PROJECT DESCRIPTION:

Amendments to Redmond Zoning Code per HB-1220, Chapter 35A.21 RCW regarding Permanent Supportive Housing, Transitional Housing, Emergency Shelter, and Emergency Housing
Associated Land Use File #LAND-2021-00859

PROJECT LOCATION: Citywide

SITE ADDRESS: Citywide

APPLICANT: City of Redmond

LEAD AGENCY: City of Redmond

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws.

Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA.

An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. **This information is available to the public on request.**

CITY CONTACT INFORMATION

PROJECT PLANNER NAME: David Lee

PHONE NUMBER: 425-556-2462

EMAIL: dlee@redmond.gov

IMPORTANT DATES

COMMENT PERIOD

Comments on the Threshold Determination will be accepted until the City Council takes action on this code amendment. Any appeal of the threshold decision shall be filed together with an appeal of the underlying code amendment action. The appeal shall be by petition to the Growth Management Hearings Board and shall be filed within the 60 day time period set forth in RCW 36.70A.290.

DATE OF DNS ISSUANCE: October 6, 2021

For more information about the project or SEPA procedures, please contact the project planner.

RESPONSIBLE OFFICIAL: Carol V. Helland
Planning Director

SIGNATURE: _____

RESPONSIBLE OFFICIAL: Dave Juarez
Public Works Director

SIGNATURE: _____

Address: 15670 NE 85th Street Redmond, WA 98052

CITY OF REDMOND
ENVIRONMENTAL CHECKLIST
NON-PROJECT ACTION
(Revised May 2018)

Purpose of the Checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the City of Redmond identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply" and indicate the reason why the question "does not apply". It is not adequate to submit responses such as "N/A" or "does not apply"; without providing a reason why the specific section does not relate or cause an impact. Complete answers to the questions now may avoid unnecessary delays later. If you need more space to write answers attach them and reference the question number.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the City can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. When you submit this checklist the City may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Planner Name: David Lee

Date of Review: 09/22/21

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|---|--|
| A. <u>BACKGROUND</u> | |
| 1. Name of proposed project, if applicable: Amendment to Redmond Zoning Code per HB-1220, Chapter 35A.21 RCW | DL |
| 2. Name of applicant: City of Redmond | DL |
| 3. Address and phone number of applicant and contact person: 15670 NE 85th Street, MS-4SPL Redmond, WA 98073-9710 | DL |
| 4. Date checklist prepared: September #, 2021 | DL Application submitted 9/21/21 |
| 5. Agency requesting checklist: City of Redmond | DL |
| 6. Give an accurate, brief description of the proposal's scope and nature: | DL |
| i. Acreage of the site: citywide | DL |
| ii. Number of dwelling units/ buildings to be constructed: 0 | DL |
| iii. Square footage of dwelling units/ buildings being added: 0 | DL |
| iv. Square footage of pavement being added: 0 | DL |
| v. Use or principal activity: Essential housing/services | DL |
| vi. Other information: HB-1220 Chapter 35A.21 RCW | DL |

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|--|--------------------------------|
| <p>7. Proposed timing or schedule (including phasing, if applicable):</p> <p>Redmond City Council's action on this amendment package is anticipated during the second quarter of 2022.</p> | <p>DL</p> |
| <p>8. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.</p> <p>This amendment ensures concurrence with state law for permanent supportive housing, transitional housing, emergency shelters, and emergency housing. HB-1220 provided updates including to Chapter 35A.21 RCW. Refinements are anticipated in the future to clarify some of the aspects of HB-1220 though this information has not yet been compiled by the state.</p> | <p>DL</p> |
| <p>9. List any environmental information you know about that has been prepared or will be prepared directly related to this proposal.</p> <p>No additional environmental information has been prepared or is anticipated related to this first phase of the periodic rewrite of the City's zoning code. This non-project action has been carefully considered to ensure the City's concurrence with state law. Amendments provided herein are not anticipated to require additional environmental analysis based on this consistency.</p> | <p>DL</p> |
| <p>10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.</p> <p>This is a non-project action and not associated with an individual property. Therefore, no applications are anticipated to affect this proposal.</p> | <p>DL</p> |

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|--|--------------------------------|
| <p>11. List any government approvals or permits that will be needed for your proposal, if known.</p> <p>No additional governmental approvals or permits are anticipated to be required related to this proposal.</p> | <p>DL</p> |
| <p>12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.</p> <p>HB-1220 requires that the City's development regulations avoid prohibiting Permanent Supportive Housing, Transitional Housing, Emergency Shelter, and Emergency Housing where residential dwelling and hotels are permitted throughout the City. This amendment permanently rectifies the Zoning Code and includes additional requirements allowed by chapter 35A.21 RCW .</p> | <p>DL</p> |
| <p>13. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist</p> <p>This proposal is a non-project action, not associated with a specific site or property within the City. Development regulations of the Zoning Code apply across the City and therefore, this proposal addresses properties and sites citywide. HB-1220 and associated portions of the RCW including Chapter 35A.21 RCW apply to properties zoned to allow residential dwellings and hotels. Therefore, this amendment relates to zones R1 through R30, RIN, MDD3, NDD1, NC-1, NC-2, GC, BP, RR, BCDD1, Downtown zones, Overlake zones, MDD1, MDD2, MDD5, and NWDD.</p> | <p>DL</p> |

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|--|---|
| <p>B. <u>SUPPLEMENTAL</u></p> <p>Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.</p> <p>When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.</p> <p>1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?</p> <p>This non-project action is not anticipated to generate discharge to water, emissions to air, toxics, hazardous substances, or noise. The proposed amendments to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</p> <p>Proposed measures to avoid or reduce such increases are:</p> <p>No increases are anticipated as a result of this non-project action.</p> <p>2. How would the proposal be likely to affect plants, animals, fish, or marine life?</p> <p>This non-project action is not anticipated to generate affects on plants, animals, fish, or marine life. The proposed amendments to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</p> <p>Proposed measures to protect or conserve plants, animals, fish or marine life are:</p> <p>This non-project action does not include proposed changes to development regulations that would alter the City's ongoing protections and conservation of plants, animals, fish, and marine life.</p> | <p>DL</p> <p>DL</p> <p>DL</p> <p>DL</p> |

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|--|---|
| <p>3. How would the proposal be likely to deplete energy or natural resources?</p> <p>This non-project action does not include amendments to code portions related to energy or natural resources.</p> <p>Proposed measures to protect or conserve energy and natural resources are:</p> <p>No changes are proposed to the required aspects of the City's development regulations that address the protection and conservation of energy and natural resources. Subsequent development of essential housing and/or services would occur consistent with the City's development regulations. The amendments proposed to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</p> <p>4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?</p> <p>The proposal provides for additional, essential housing and services in accordance with state law. The City's regulations pertaining to the protection of ground water and Critical Aquifer Recharge Areas would remain the same.</p> <p>Proposed measures to protect such resources or to avoid or reduce impacts are:</p> <p>No changes are proposed to the City's development regulations that address the environmentally sensitive areas. Subsequent development of essential housing and/or services would occur consistent with the City's development, protecting such areas. The proposed amendments to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</p> | <p>DL</p> <p>RZC 21.17 Adequate Public Facilities</p> <p>DL</p> <p>RZC 21.17 Adequate Public Facilities / RMC 6.36 Noise Standards, Model Toxics Control Act RZC 21.26 Hazardous Liquid Pipelines</p> <p>DL</p> <p>DL</p> <p>RZC 21.64 Critical Areas, Clearing and Grading Regulations</p> |

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|---|--|
| <p>5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?</p> <p>This non-project action is not anticipated to affect land and shoreline use. Amendments are based on established zoning designations that support protection and conservation of shoreline environments. Subsequent development of essential housing and services would be implemented in accordance with current development regulations that identify and protect these sensitive resources, lands, and shoreline uses.</p> <p>Proposed measures to avoid or reduce shoreline and land use impacts are:</p> <p>No changes are proposed to the City's Shoreline Master Program (SMP) or development regulations that protect the sensitive lands and shoreline uses identified by the SMP. Subsequent development of essential housing and/or services would occur consistent with the City's development, protecting the designated environments. The proposed amendments to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</p> <p>6. How would the proposal be likely to increase demands on transportation or public services and utilities?</p> <p>The amendment is anticipated to increased demand on transportation and public services based on the City's adopted vision and land use plan. The increase is planned through housing and jobs allocations in urban and local centers via Comprehensive Plan policies. This amendment provides concurrent with state law to locate essential housing and services where residential dwelling and hotels are allowed based on City policy and code.</p> <p>Proposed measures to reduce or respond to such demand(s) are:</p> <p>The potential for increased demand on transportation, public services, and utilities has been accounted for in the City's Comprehensive Plan and functional plans. The proposed amendments to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</p> | <p>DL</p> <p>RZC Article I Zoning Based Regulation, Article II Citywide Regulations</p> <p>DL</p> <p>RZC Article I Zoning Based Regulation, Article II Citywide Regulations</p> <p>DL</p> <p>RZC 21.52 Transportation Standards, RMC 3.10 Impact Fee</p> |

| To Be Completed By Applicant | Evaluation for Agency Use Only |
|---|--------------------------------|
| <div>7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.</div> <div>The proposed amendments to the City's development regulations are required by state law for code cities to adopt for concurrence with Chapter 35A.21 RCW.</div> | <div>DL</div> |

C. **SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Name of Signee:

Kimberly Dietz

Position and Agency/Organization:

Principal Planner

Relationship of Signer to Project:

Staff

Date Submitted:

Beverly Mesa-Zendt

From: Ronen <ronenbar@protonmail.com>
Sent: Tuesday, October 5, 2021 8:54 AM
To: Council
Subject: Amend Ordinance #3059 to protect the community

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

Dear Council members,

I am writing to you to request that you amend Ordinance #3059 to ensure the health and safety of our community by including the following provisions in it that were adopted by other cities in WA:

1. Detailed Safety Plan for hotel residents and community.
2. Detailed Good Neighbor Agreement that required public input and sets criteria and rules for hotel residents.
3. Registered sex offender shall not be allowed to reside within supportive or permanent homeless housing within 1000 feet of childcare center or schools.
4. All residents will be subject to background check.
5. The maximum occupancy will be limited to 100 people
6. Residents may not use drugs. Regular drug use test should be performed.
7. Open to families with kids, not only adults.

Similar provisions are part of similar ordinances by other cities in WA.

The City of Bellevue's Land Use Code/ Homeless Services Uses details requirements for the safety and security plan. There are 13 subsections under Bellevue's safety and security plan requirement. In comparison, the Ordinance #3059 only has one sentence: "Safety and security plan reviewed and approved by the Redmond Police Department."

There are 6 subsections with details regulating the Good Neighbor Agreement in the Bellevue city code. In comparison, Ordinance #3059 only has one sentence: "A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan") "

Other cities all have explicit rules regarding sex offender residents while Ordinance #3059 has no mention of sex offender regulation at all. The Auburn ordinance states: "Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park." In Bellevue: "Implementation of registered sex offender background checks and compliance with applicable registration and notification requirements;" In Bellingham: "People who are required to register as a sex offender are prohibited from the facility. "

In regarding to use and sale alcohol and drug Ordinance #3059 is vague while other city make it much more explicit. Bellingham for example states: "Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe behavior. "

Both City of Bellevue and Renton have imposed a limit of 100 residents due to safety concerns. Ordinance #3059 on the other hand, allows permanent supportive housing to go over 100 resident. Per Renton staff statement: "The capacity

restriction of 100 residents is also contained in the City of Bellevue's homeless services regulations. The need for this type of limitation is evidenced by the impacts DESC's Renton Red Lion shelter have created both within the shelter and in the areas surrounding the shelter, as well as the amount of resources Renton's emergency service providers have had to dedicate to a single property."

Sincerely,
Ronen Barenboim
15226 NE 72nd Street
Redmond WA

Sent with [ProtonMail](#) Secure Email.

Beverly Mesa-Zendt

From: Amy P. <amybestpoke@gmail.com>
Sent: Monday, October 4, 2021 10:38 PM
To: Council
Subject: Amend ordinance #3059 to ensure public health and safety

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

Dear Council members,

Please amend Ordinance #3059 to ensure the health and safety of our community. Here is list of my request to change.

1. Detailed Safety Plan for hotel residents and community.
 2. Detailed Good Neighbor Agreement that involved public input and set criteria and rules for hotel residents together
 3. Registered sex offender shall not be allowed to reside within supportive or permanent homeless housing within 1000 feet of childcare center or schools.
 4. All residents subject to background check
 5. limit on max occupants to 100 people. With no less than 1:6 staffing level.
 6. Onsite Security staff needed, no less than 3 at any given time.
 7. Residents may not use drugs. Regular drug use test should be performed.
 8. Open to families with kids. Prioritize families and kids.
- The following are examples from cities nearby:

City of Bellevue's Land Use Code/ Homeless Services Uses is extensive and detailed.

For example, the Bellevue city code listed detailed requirements for the safety and security plan. There are 13 subsections under Bellevue's safety and security plan requirement. In comparison, the Ordinance #3059 only has one sentence: "Safety and security plan reviewed and approved by the Redmond Police Department."

Another good example is is the Good Neighbor Agreement. There are 6 subsections with details regulating the Good Neighbor Agreement in the Bellevue city code. In comparison, the Ordinance #3059 only has one sentence: "A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan") "

Also, in regarding to Sex Offenders, other cities all have explicit rules. In comparison, Ordinance #3059 has no mention of sex offender regulation at all.

Auburn: "Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park."

Bellevue: "Implementation of registered sex offender background checks and compliance with applicable registration and notification requirements;"

Bellingham: "People who are required to register as a sex offender are prohibited from the facility. "

In regarding to use and sale alcohol and drug City of Bellingham clearly prohibits on-site use or sale of alcohol and illegal drugs. In comparison, the language in Ordinance #3059 is vague: "The use or sale of alcohol and illegal drugs".

Bellingham: "Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe behavior. "

In regarding to density, both City of Bellevue and Renton have imposed a limit of 100 residents due to safety concerns. Ordinance #3059 on the other hand, allows permanent supportive housing to go over 100 resident.

Per Renton staff statement: "The capacity restriction of 100 residents is also contained in the City of Bellevue's homeless services regulations. The need for this type of limitation is evidenced by the impacts DESC's Renton Red Lion shelter have created both within the shelter and in the areas surrounding the shelter, as well as the amount of resources Renton's emergency service providers have had to dedicate to a single property. "

Thank you.
Sincerely,
Amy

From: [Ying Pei](#)
To: [Council](#)
Subject: Demand to amend Ordinance #3059
Date: Monday, October 4, 2021 3:42:32 PM

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

Dear Council Members,

Regarding ordinance #3059, please amend to ensure safety of community.

Here are some of the items that I ask you to take incorporate.

1. Detailed Safety Plan
2. Detailed Good Neighbor Agreement that involved public input
3. Registered sex offender shall not be allowed to reside within projects like this located within 1000 feet. In Silver Cloud case, Kindercare is 220 feet away.
4. Background check is a must.
5. limit on max occupants to 100
6. No drug in housing
7. Open to families with kids, not only adult facility.

City of Bellevue's Land Use Code/ Homeless Services Uses is extensive and detailed.

For example, the Bellevue city code listed detailed requirements for the safety and security plan. There are 13 subsections under Bellevue's safety and security plan requirement. In comparison, the Ordinance #3059 only has one sentence: "Safety and security plan reviewed and approved by the Redmond Police Department."

Another good example is the Good Neighbor Agreement. There are 6 subsections with details regulating the Good Neighbor Agreement in the Bellevue city code. In comparison, the Ordinance #3059 only has one sentence: "A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan") "

Also, in regarding to Sex Offenders, other cities all have explicit rules. In comparison, Ordinance #3059 has no mention of sex offender regulation at all.

Auburn: "Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park."

Bellevue: "Implementation of registered sex offender background checks and compliance with applicable registration and notification requirements;"

Bellingham: "People who are required to register as a sex offender are prohibited from the facility. "

In regarding to use and sale alcohol and drug City of Bellingham clearly prohibits on-site use or sale of alcohol and illegal drugs. In comparison, the language in Ordinance #3059 is vague: "The use or sale of alcohol and illegal drugs".

Bellingham: "Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe behavior. "

In regarding to density, both City of Bellevue and Renton have imposed a limit of 100 residents due to safety

concerns. Ordinance #3059 on the other hand, allows permanent supportive housing to go over 100 resident.

Per Renton staff statement: "The capacity restriction of 100 residents is also contained in the City of Bellevue's homeless services regulations. The need for this type of limitation is evidenced by the impacts DESC's Renton Red Lion shelter have created both within the shelter and in the areas surrounding the shelter, as well as the amount of resources Renton's emergency service providers have had to dedicate to a single property. "

Thank you.

Sincerely,

Ying

From: [WA Asians 4 Equality](#)
To: [Council](#)
Cc: [Jonathan Choe](#)
Subject: Don't be misled by Mayor Birney. State law HB 1220 permits you to impose requirements in city ordinance regarding HTH. Please exercise your authority to amend Ordinance #3059 and protect the community
Date: Thursday, September 30, 2021 9:47:46 PM

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

Dear City Council Members,

It is very disturbing to watch the 9/28 council talk regarding the Redmond HTH and Ordinance #3059. Mayor Birney pretty much assumed all the city's power over the Redmond HTH and gave misleading information to the council.

It is within your power to pass and amend city ordinances. Please reclaim your authority, don't concede your authority to Mayor Birney on Ordinance #3059. You are elected by the people, for the people.

As I have pointed out in my prior emails, state law HB 1220 (<http://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1220-S2.SL.pdf?q=20210822224848>) specifically permits the city to have control over HTH through "reasonable occupancy, spacing, and intensity of use requirements".

Page 11, Line 32 to 36, HB 1220 says "**Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety.**"

Hence, **taking public comment and input into consideration to amend Ordinance #3059 and put reasonable occupancy, spacing, and intensity of use requirements in Ordinance #3059 is permitted by the state law, within your authority and a dutiful right thing to do as elected city council members.**

I have also pointed out in my prior emails, City of Bellevue passed Ordinance #6585 (<https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:54256793-8341-48b6-9a1d-60c327bfe91e#pageNum=10>) to also bring the city in compliance with HB 1222. Unlike Redmond Ordinance #3059, Bellevue Ordinance #6585 specifically says that the council may amend the ordinance after the public hearing.

Section 17. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this Interim Official Control within sixty (60) days of its adoption, so as **to hear and consider public comment and testimony regarding this Interim Official Control. Following such hearing, the City Council may adopt additional findings of fact**, and may extend the Interim Official Control for a period up to an additional six (6) months. The City Council may adopt additional six (6) month extensions after any required public hearing, pursuant to RCW 36.70A.390.

So yes, **you may and should amend Ordinance #3059 after the public hearing.** The Mayor does not want you to amend it. She is not the law. **Ordinance #3059 will regulate the Redmond HTH. The permanent change the Mayor mentioned will be too late to be able to regulate the Redmond HTH.** The county wants to have the Redmond HTH open by **later this year.** Yet, according to Director Helland's email to me, the "**The Planning Commission will be holding study sessions, taking public comment, and holding a public hearing, which will culminate in a recommendation that is expected to be transmitted to City Council in Q1 2022.**" Clearly, the permanent change the Mayor talked about that the planning commission will be working on will not be in place till after the Redmond HTH already in operation. **Don't**

be misled by Mayor Birney.

Unless the Mayor can point you to any state law regarding good neighbor agreement for homeless shelter/housing, I have yet found any state law mandate it. **Your best influence on the Redmond HTH is by making sure public safety and health is adequately protected in Ordinance #3059. Don't be misled by Mayor Birney.**

Mayor Birney has misled you before, and she is misleading you again. She has many conflict of interests - her seat at KCRHA board, her seat at HopeLink board. **I would suggest you to press her and city staff hard on the "the city's desire for who will run the facility". The Mayor is on the HopeLink board and there have been rumor on the street that HopeLink will be the operator of the Redmond HTH.**

Regards,

Linda

From: [Phyllis White](#)
To: [Mayor \(Internet\)](#); [Council](#); [Carol Helland](#)
Subject: Letter and Change.org Petition Request to Stop the Immediate Housing of Chronically Persons Experiencing Homelessness
Date: Saturday, September 25, 2021 12:21:23 AM
Attachments: [Redmond Council and City Manager Letter.docx](#)
[Stop the Chronic Homeless Hotel, Silver Cloud Inn \(Bellevue,Redmond\) Change.org Petition.docx](#)
[Petition Signatures.docx](#)
[9-20-21 change.org comments.xlsx](#)

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

Dear Mayor Birney, City Council Members, and Ms. Helland,

Attached is a letter, a change.org petition, petition signatures, and petition comments. I am not the author of the change.org petition. I am sending the petition on behalf of Bellevue and Redmond city residents who have signed the petition, and members of Safe Eastside.

Thank you for your time and attention in this matter.

Sincerely,

Phyllis White

Kim Dietz

From: Ronen <ronenbar@protonmail.com>
Sent: Friday, October 1, 2021 3:24 PM
To: Jeralee Anderson; David Carson; Steve Fields; Jessica Forsythe; Varisha Khan; Vanessa Kritzer; Tanika Padhye
Subject: Mayor Birney is lying to you

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Hi,

I watched the 9/28 council talk regarding the Redmond HTH and Ordinance #3059 and was appalled to see Mayor Birney telling lie after lie to the council members with the clear intention to prevent you and other council members from amending Ordinance #3059 so it takes into account public input and the interests of Redmond residents.

Mayor Birney manipulated you and the council for her own personal agenda and politics both in the earlier voting on Ordinance #3059 and in this meeting., creating the impression the council has no say on the Silver Cloud hotel issue. She lied to you and manipulated you, as explained bellow, but you can not use this as an excuse to not oppose her and protect the people of Redmond from the implications. This will be a dereliction of duty. The people of Redmond are watching your actions and the outrage for the consequences of this terrible ordinance on public safety and human life will be targeted at you and affect your political future.

I urge you to push back against Birney, demand a City Council meeting on the subject and amend City Ordinance #3059 so **public input is required** to allow permanent supportive housing, transitional housing , emergency housing and emergency shelters where residential dwelling and/or hotels are allowed.

Here are Birney's lies:

1. Birney told the council members that they can't amend Ordinance #3059 because it was required by law. This is false.

Page 11, Line 32 to 36, of HB 1220 (<http://lawfilesexext.leg.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1220-S2.SL.pdf?q=20210822224848>) says **"Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance** on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters **to protect public health and safety."**

Not only state law allows, but also city council has the obligation to **amend reasonable occupancy, spacing, and intensity of use requirements into Ordinance #3059 to adequately protect public health and safety.**

Similar to Redmond Ordinance #3059, City of Bellevue passed Ordinance #6585 (<https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:54256793-8341-48b6-9a1d-60c327bfe91e#pageNum=10>) to also bring the city in compliance with HB 1220. Unlike Redmond Ordinance #3059, Bellevue Ordinance #6585 specifically says that the council may amend the ordinance after the public hearing.

"Section 17. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this Interim Official Control within sixty (60) days of its adoption, so as **to hear and consider public comment and testimony regarding this Interim Official Control. Following such hearing, the City Council may adopt**

additional findings of fact, and may extend the Interim Official Control for a period up to an additional six (6) months. The City Council may adopt additional six (6) month extensions after any required public hearing, pursuant to RCW 36. 70A.390. “

The same state law governs both City of Redmond and City of Bellevue. While City of Bellevue wrote into its ordinance to explicitly allow the city council to amend after the public hearing, Redmond Pinocchio Birney told Redmond city council that they could not amend Ordinance #3059 after the public hearing? Does she think she is law?

2. Telling the city council that Ordinance #3059 is just an interim control, when in reality the Ordinance #3059 is THE ONE that matters. It governs the Redmond HTH hotel. If Ordinance #3059 does not have all the public health and safety requirements in it, Redmond HTH will get a free pass to open with no string attached.
3. Telling council members that the city of Redmond has “no say in the RFP process. The reality is that King County director Leo clearly said the followings at the 9/2 Zoom Town Hall:

"we are very open uh to what that process can look like with the city of Redmond um, and uh we'll you know it's a practice that we have in other rfps , **where we involve a community panel that might be able to provide advice on applications**, and i think that's a part of a point of process and specific influence that we'd be open to here as well as , and we'll be in contact with the city of Redmond about how we might establish a group like that"

"the goal would be to have the selection of the operator completed by the end of October, and so I think one of the points of follow-up that we have after this meeting is to provide information about how we will seek input from community members, so that we can select the provider with the city of Redmond, and we will do that before we open up the provider selection. “

3. City council members were made to believe that the Good Neighbor Agreement is their only resource to address the community's concerns. This is false. While a Good Neighbor Agreement is important, having the main good neighbor agreement concepts amended into Ordinance #3059 will be more powerful and binding way to protect the community. The county and its operator need to meet the requirements listed in the city ordinance in order to be allowed to open. This is the exact reason that Birney does not want the council to amend the ordinance.

I trust you to put the interests of Redmond's residents first and move fast to stop the catastrophe ordinance #3059 will bring on our city.

Thanks,
Ronen Barenboim
15226 NE 72nd Street
Redmond, WA 98052

Sent with [ProtonMail](#) Secure Email.

Kim Dietz

From: Chris Chew <beiq@hotmail.com>
Sent: Monday, October 4, 2021 1:14 PM
To: Council
Subject: Please amend Ordinance #3059 at Oct. 5th 2021's public hearing

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

Dear Council members:

Please amend Ordinance #3059 at Oct. 5th 2021's public hearing.

Thanks
Chris

The following is for your reference.

City of Bellevue's Land Use Code/ Homeless Services Uses is extensive and detailed.

For example, the Bellevue city code listed detailed requirements for the safety and security plan. There are 13 subsections under Bellevue's safety and security plan requirement. In comparison, the Ordinance #3059 only has one sentence: "Safety and security plan reviewed and approved by the Redmond Police Department."

Another good example is the Good Neighbor Agreement. There are 6 subsections with details regulating the Good Neighbor Agreement in the Bellevue city code. In comparison, the Ordinance #3059 only has one sentence: "A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan") "

Also, in regarding to Sex Offenders, other cities all have explicit rules. In comparison, Ordinance #3059 has no mention of sex offender regulation at all.

Auburn: "Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park."

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In regarding to density, both City of Bellevue and Renton have imposed a limit of 100 residents due to safety concerns. Ordinance #3059 on the other hand, allows permanent supportive housing to go over 100 residents.

Per Renton staff statement: "The capacity restriction of 100 residents is also contained in the City of Bellevue's homeless services regulations. The need for this type of limitation is evidenced by the impacts DESC's Renton Red Lion shelter have created both within the shelter and in the areas surrounding the shelter, as well as the amount of resources Renton's emergency service providers have had to dedicate to a single property. "

Kim Dietz

From: WA Asians 4 Equality <admin@waasians4equality.org>
Sent: Monday, September 20, 2021 9:17 PM
To: Council
Subject: PRA records revealed City of Redmond's involvement of the KC HTH initiative - City council needs to rein in Mayor Birney's power

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

Dear Council Member,

Through PRA records, I put together a timeline of City of Redmond's involvement of the KC HTH initiative. It is disturbing to see that Mayor Birney and Director Helland were the ones calling the shots while ignoring all the warning signals (concerns from the RPD, from other cities). And the city council was not there to provide necessary checks and balances through out the entire process..

Given the Mayor's clear conflict of interests - sitting on KCRHA board, and several non-profit board, including HopeLink, the Mayor's power on the Redmond HTH project needs to be rein in. The City council MUST step up in its role in the Redmond HTH project.

Redmond Policy Department raised concern about county HTH initiative in January

On a 1/6 email to Manager Brooke, an employee said

"Just an FYI, **RPD has strong opinions about King County buying hotels and converting to housing for homeless and are worried** about if Redmond has plans to incorporate the .1% sales tax and permit one of these conversions. Just wanted to put that on your radar if you'd heard of City plans to adopt this measure.

There have been several back and forth emails between Director Helland and King County regarding hotel they "discussed" in January. At one point, King County asked if Director Helland "had any prior conversations w/ them regarding acquisition or their interest in selling".

Mayor Birney was made aware of the potential purchase of Redmond "hotel property" back in January.

On 1/21 Director Helland sent Mayor Birney an email and said

"Good evening, Mayor - as we discussed at our last check in, **I have been consulting with the County regarding a potential hotel property. Just wanted to let you know that Dow may reach out to you** to connect at the executive level. " And in a 1/22 email, Director Helland did confirm that "**Dow did reach out to our Mayor**".

While "a number of cities" opposed HB 1220 as "a pre-emption of local authority", Director Helland indicated that "the City does not have a problem with the language being proposed."

On 3/2 AWC sent out an alert regarding HB 1220, email subject read: Action alert _ **Concerning and far-reaching preemption** on homeless shelter siting proposed

On 3/2, in an email from Briahna Murray to Director Helland regarding this alert, she said

"Carol, you reviewed this bill and **indicated that the City does not have a problem with the language being proposed.** If that changes upon further review, please let us know. "

On 3/3, Nina Rivkin sent Mayor Birney an email and said

"Just FYI, as I believe you receive AWC action alerts. We discussed this bill a week ago. **A number of cities oppose the bill as a pre-emption of local authority.** This is the bill Renton believes is targeting them specifically."

Fire Chief asked impact regarding the TOT

On 7/9, Fire Chief Adrian Sheppard sent an email and asked:

"With the Silver Cloud Inn transitioning to a shelter facility and no longer a hotel, what is Redmond's impact regarding the TOT?"

Regards,

Linda

Kim Dietz

From: Jennifer Ho <jguanho@gmail.com>
Sent: Monday, August 16, 2021 6:15 PM
To: City Clerk
Cc: MayorCouncil; council@kingcounty.gov
Subject: Public comment for the 8/17/21 Redmond City Council meeting in support of the Health Through Housing initiative

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Dear Councilmembers,

My name is Jennifer Ho from Redmond, WA. I am writing to voice my support of the Health through Housing initiative, including the most recent purchase of the Silver Cloud Inn in Overlake. I understand there are some residents who oppose providing permanent supportive housing for our vulnerable populations experiencing chronic homelessness. I would like to point out that these populations include our senior citizens, veterans, and people with disabilities -- they are our neighbors and not some faceless threat. We should not treat those experiencing homelessness as outcasts in our community. If the COVID pandemic and the subsequent job and housing crisis these past couple of years has shown us anything, it is that the social safety net is fragile for everyone, and the only way out and up will be by mutual support. The people most in need of help are not unknown to us -- they ARE us. The oft-quoted argument to isolate these populations or push them as "someone else's problem" ignores that support for our vulnerable members of society needs to have a comprehensive regional approach, and access to the same community, employment, transportation, and services that provide stability for many others. It strengthens our community to provide our vulnerable neighbors an opportunity to have a safe place to stay and access to supportive services needed to lift them up.

Sincerely,
Jennifer Ho

Kim Dietz

From: Zsolt Mathe <mathez@hotmail.com>
Sent: Monday, August 23, 2021 9:10 PM
To: Angela Birney
Cc: claudia.balducci@kingcounty.gov; council@kingcounty.gov; MayorCouncil; council@bellevuewa.gov
Subject: RE: Close the Silver Cloud Inn homeless hotel - Keep our schools and children safe, please!

Importance: High

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Angela and Risa,

Thank you so much for responding to my e-mail and providing more information on this issue. The challenge here is that we all want to help the homeless and I believe they should be helped to be able to stand back up on their feet and re-integrate successfully in society.

The issue that I am writing about is the safety of our neighborhoods and our children. We cannot consider the homeless who are chronically drug and alcohol addicts to be as safe in society as everyone else. This is just irrational and illogical thinking. Specifically the answer below to this FAQ is **fundamentally unfair to everyone who is NOT a homeless person**:

Q13: How will the City ensure safety for the community? A: The City will provide the same public safety to this neighborhood, building, and residents as it provides to the entire community. People are encouraged to call 911 or the non-emergency public safety number at 425-556-2500 should they see something unsafe.

The way this reads to me is that the city and county knows that there are high risk individuals who abuse drugs and alcohol, yet it chooses to provide no additional protection? How would you all feel if you were living right next door to this homeless hotel? Would you let your 10 year old daughter or son to play in front of your living place knowing that there are 140 homeless roaming nearby drinking liquor and smoking crack/pot, etc..? I think not, no parent would.

And who are these people that should call 911? Do you expect us, the citizens to stand watch at the homeless hotel and call 911 if we see something? Why doesn't the police do that, it is their job to keep **the neighborhood safe PROACTIVELY**. Reacting to a crime after the fact, is often too little, too late, when a victim has already been kidnapped, injured or killed.

SO I RESPECTFULLY ASK AGAIN TO NOT MOVE THE HOMELESS INTO THE SILVER CLOUD INN PROPERTY. If you want to provide housing to the homeless, there are plenty of buildings that are NOT 0.5 MILES FROM 12 SCHOOLS. The whole neighborhood here is upset, and we will ensure that our neighborhood won't become a crime infested area, and will explore all public and legal avenues to stop this project.

This issue will continue to be escalated to news agencies such as KING5 and KOMO4, mayors and nearby counties, the Jay Inslee's office, and we will take it to D.C. if we have to.

Thank you,
 Zsolt

Sent from [Mail](#) for Windows

From: Angela Birney <abirney@redmond.gov>
Sent: Monday, August 23, 2021 9:37:06 AM
To: Zsolt Mathe <mathez@hotmail.com>
Cc: claudia.balducci@kingcounty.gov <claudia.balducci@kingcounty.gov>; council@kingcounty.gov <council@kingcounty.gov>; MayorCouncil <MayorCouncil@redmond.gov>; council@bellevuewa.gov <council@bellevuewa.gov>
Subject: RE: Close the Silver Cloud Inn homeless hotel - Keep our schools and children safe, please!

Hello,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions five, seven, 11, 13, 14, and 15 address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
 Mayor Birney

Angela Birney (she/her/hers)
 Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: Zsolt Mathe <mathez@hotmail.com>

Sent: Sunday, August 22, 2021 8:56 PM

To: claudia.balducci@kingcounty.gov; Mayor (Internet) <Mayor@redmond.gov>; council@kingcounty.gov; Council <Council@redmond.gov>; council@bellevuewa.gov

Subject: Close the Silver Cloud Inn homeless hotel - Keep our schools and children safe, please!

Importance: High

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

Hello,

I am resident in Bellevue, WA and have a 13 year old daughter, and **I am extremely upset about what is happening in our neighborhood and in general in the greater Seattle area.** I have learned that just 0.5 miles from my house, there is a hotel, Silver Cloud Inn, located at 2122 152nd Ave NE, Redmond, that was purchased by King county, without public knowledge that will house 140+ homeless. While I agree that we need to do what we can to help the homeless, the reality is that 60% of them are mentally ill and have substance abuse issues. Substance abuse leads to crime. And worst of all we got 12 schools within 0.5 distance from this homeless hotel.

What I ask is for King county, Redmond and Bellevue to enforce the following:

- **No drugs allowed** on our streets and near our schools.
- Every homeless must have a **background check** to ensure they are not a drug addict, criminal or child molester.
- This shelter has been purchased without public input, we need **to hear the voice of the public**, neighbors who are living in the area before moving forward with putting homeless here.
- **Police reinforcement of no alcohol, no drugs and no crime on the streets.** Will the police be on site 24/7 to watch these homeless, or will all of us with small children be living in fear and not let our kids play outside or fear that they will be harassed, attacked or worst kidnapped while going to school???

My final word is that **homeless need to be placed in rehab, not in a hotel.** They don't need yet another free housing project, but rather need help to overcome their addiction, so that they can get a job and pay for housing on their own. **So what I ask is to close this homeless hotel and use the money to help the homeless go to rehab.** Those who are not ill or drug addicts should get career counseling and help from the county/city to be able to find a job – not a hotel.

As a side note, and this is I feel is important to say – I grew up in a socialist regime and believe that we can use a socialist approach for good when it comes to the homeless. I wish socialism didn't have such a stigma in this country... When I was growing up in Romania, there were zero homeless on the streets, why? The government took and collected the homeless and divided into two groups: 1) those who are not mentally ill and can work and 2) those who are mentally ill or alcoholics and cannot work. The **1st group was put to work and then was given housing.** If they refused to work, they got no housing and there were no free handouts. Those who were mentally ill were sent to rehab institutions with the goal to get them to live a normal life and some of these were eventually put to work as well and given housing. The end

result – no homeless on the street, and a solid workforce to do the jobs nobody wanted, clean the streets, plant plants, basically ensure that the neighborhoods were spotless – and they were!

Thank you for listening,
Z. Mathe

Sent from [Mail](#) for Windows

Kim Dietz

From: Jie Feng <jie9t9@gmail.com>
Sent: Monday, September 20, 2021 7:42 PM
To: Angela Birney
Cc: MayorCouncil
Subject: Re: Concern with Redmond Health Through Housing

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Mayor Birney,

Thank you for your response. I am supportive of helping the homeless. However, I am concerned about allowing drugs in the supportive housing and lack of additional security measures. Homeless is not a crime. However, we have seen repeatedly that drugs leading to mental health issues and criminal activities. Supporting homeless should be done in a way to help the homeless and while ensuring public safety. I do not see the current plan properly addresses public safety concerns. There are so many examples of such failed initiatives in King county and other parts of the country which lead to increased crime in the neighborhood. I do not want to see this happen to our beautiful city.

Here is just one example of a failed initiative by city of Oakland.

<https://youtu.be/Zwc7GcnX1mw>

Therefore, I am asking you to work with the community, provide supportive housing in a way to prevent drugs and ensure public safety.

Thanks,

Jie

On Sep 17, 2021, at 3:29 PM, Angela Birney <abirney@redmond.gov> wrote:

Hello Jie,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me.

King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who

deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions one, two, five, six, seven, 13, 14 and 18 in the FAQ address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🌐 www.redmond.gov

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-----Original Message-----

From: Jie Feng <jie9t9@gmail.com>
Sent: Sunday, September 12, 2021 7:53 PM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: Concern with Redmond Health Through Housing

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

I am writing to you to express my deep concern with the Redmond Silver Cloud Inn being used to house homeless without consideration of safety of the people who will be living there and in the neighborhoods.

I am supportive to help homeless especially families with children who experience hardship and need low cost housing and time to find jobs and turning things around.

However, the fact that the housing will allow drug use in unit and people with mental health issue as a result of drug use are very concerning. This makes it unsafe for the homeless families with children to live there. Also, the lack of security personnel makes it unsafe not only for the people living there but the neighborhood.

We have seen so many examples of increased crime with drugs and mental health issue as a result of drug. With many schools in proximity, we are putting our children at risk. I am deeply concerned that with drugs allowed, it will attract more drug dealer in the area, and doing more harm to our children than helping the homeless.

I am also deeply concerned that majority of the community nearby was only made aware after the purchase. I am asking you to stop the Redmond Health Through Housing before taking inputs and reaching agreement with the nearby community. I am asking you to prioritize homeless families with children, making it drug free, and have a security plan to ensure there is no increase in crime in the area.

Regards,

Jie Feng
Redmond Resident

Kim Dietz

From: Paul Lou <paullou.realestate@gmail.com>
Sent: Thursday, August 12, 2021 9:16 PM
To: Angela Birney
Cc: MayorCouncil
Subject: Re: Concerns on Repurposing Silver Cloud Inn

Categories: No Action Required

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Hi Angela,

Thank you for your quick response. I fully support solving the homeless crisis and the housing crisis in the region. Choosing a different location for the HTH program and providing people job opportunities (so they can stand on their feet) would work much better.

Thanks,
Paul

On Wed, Aug 11, 2021 at 4:49 PM Angela Birney <abirney@redmond.gov> wrote:

Hello Paul,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing

needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions one, five, and 14 address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,

Mayor Birney

Angela Birney (she/her/hers)

Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🌐 www.redmond.gov

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From: Paul Lou <paullou.realestate@gmail.com>
Sent: Wednesday, August 11, 2021 12:01 AM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: Concerns on Repurposing Silver Cloud Inn

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Hi MayorCouncil,

My name is Paul Lou and I am a citizen. I used to work at Microsoft for many years. I have serious concerns about repurposing the hotel into a homeless shelter which allows drugs and alcohol. Helping homeless people is critical and I am willing to help. However, building a homeless shelter at that location is a big mistake IMHO. It will hurt the community and the future of Remond. I also would like to know who is driving the efforts because whoever is doing that does not seem to be listening to people and understanding people. Thank you.

Thanks,

Paul Lou

Kim Dietz

From: WA Asians 4 Equality <admin@waasians4equality.org>
Sent: Friday, September 3, 2021 10:18 PM
To: Carol Helland
Cc: MayorCouncil
Subject: Re: Consolidated Response

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Dear Carol,

Thanks for writing this extensive response. I have copied you on several of my emails to county officials. I hope my points came across. People in the impacted neighborhood wants to be involved in the process. As of now they have been excluded from the process. I am responding to your replies in red below.

Council members, I am not asking anything out of ordinary. Rather, all I am asking, City of Bellevue already has them in their Ordinance. What is preventing the city of Redmond from doing the the right thing for its people? You were all copied on my emails to county officials. Watch the videos, read the news. The direct impact on the neighborhood is real. Even county officials are not denying it. As elected officials, it is your responsibility to represent and protect your constituents in the impacted neighborhood.

Regards,

Linda

On Aug 26, 2021, at 5:43 PM, Carol Helland <chelland@redmond.gov> wrote:

Dear Linda – I hear your concerns, and we are working to develop a holistic solution for all.

I know you have reached out to the Mayor, City Council members, and the City Clerk. I have consolidated the questions and requests that have been forwarded to me for reply and provided responses below. Please feel free to reach out to me directly if I can be of further assistance.

From Linda at WA Asians 4 Equity to the Mayor and City Council - I am writing to request the city council to amend Ordinance #3059 to:

1. **Shorten the duration of the Interim Official Controls to 6 months.** Under RCW 36.70A.390, an interim zoning ordinance or interim official control may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. The Planning Commission will be initiating review of permanent regulations during the fall and winter to comply with HB 1220. The Planning Commission will be holding study sessions, taking public comment, and holding a public hearing, which will culminate in a recommendation

that is expected to be transmitted to City Council in Q1 2022. The public is encouraged to participate in this planning process and the City will be sharing those dates in advance. An interim official control with a six-month effective period would expire on February 17, 2022. Given the uncertainty surrounding the surge in COVID-19 cases, and the multiple holidays that occur in November through January, a one year work plan was adopted by the City Council to enable the Planning Commission to complete its work supported with available staff resources. Linda - has the work plan been documented? If yes, where? And if a 6 month effective period is sufficient for cities such as Bellevue and Renton, it is hard to justify that city of Redmond needs one year??

2. **Request the city council to hold public hearing and modify the interim Official Control based on public comment and testimony.** Under RCW 36.70A.390, the City Council is required to hold a public hearing within 60 days of the adoption of the interim official control at which time they will affirm or amend the findings of fact that support the original adoption. During its consideration of the interim official control on August 17, the Redmond City Council set the required public hearing for October 5, 2021. The Planning Commission will be working to develop permanent regulations and will hold a public hearing before transmitting its recommendation to the City Council for adoption of permanent regulations in Q1 2022. The Planning Commission work plan schedule will be posted on the City website when it is available. Linda - I do not see anywhere in the Ordinance saying the City Council will affirm or amend the findings of fact that support the original adoption based on public hearing. In the Bellevue Ordinance, on the contrary, clearly states " **to hear and consider public comment and testimony regarding this Interim Official Control. Following such hearing, the City Council may adopt additional findings of fact.**" What I am asking is for the city to amend the ordinance so that what you described is actually written in the ordinance so that people can refer back to and hold the city accountable.

From Councilmember Fields in response to Linda at WA Asians 4 Equity:

1. **What does this ordinance change to the process that existed when the County purchased the Silver Cloud property under the HB 1220 legislation?**

a. *Under the code in effect when the Silver Cloud was purchased, the use proposed by the County was permitted outright in the OV-1 zone where the hotel is located. The County would have been required only to apply for an administrative modification under RZC 21.76.090.D and a building change of use permit under the International Building Code.*

b. *Under the interim official control, the City takes advantage of the authority granted under state law to require owners and operators of Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters to enter into an occupancy agreement that describes the maximum occupancy, the owner and operator contact information, staff training, staff to client ratios, roles and responsibilities of staff, program rules and code of conduct, a safety and security plan, description of the eligibility and referral process for residency, and a parking management plan. The interim official control memorializes the County and City commitment to work collaboratively to adopt an operating agreement that will*

support the successful deployment of a permanent supportive housing use at the prior location of the Silver Cloud in Overlake. In addition to the new requirement for an occupancy agreement, the County will still be required to apply for an administrative modification under RZC 21.76.090.D and a building change of use permit under the International Building Code.

2. How does the ordinance impact the process to protect and encourage community outreach and participation as we move forward under the program? *The process for the public to provide feedback will be during the Council public hearing on the interim official control that is scheduled for October 5, and during the Planning Commission public hearing on permanent regulations. These opportunities will help inform the City and County about the concerns people have raised and whether mitigation measures are appropriate for the permanent supportive housing use that is proposed.*

3. How does this ordinance compare to what other jurisdictions have passed? *Staff have met with other Planning Directors in the region regarding the effects of HB 1220. We have researched Association of Washington Cities and MRSC advisories prepared regarding HB 1220 and have reviewed interim official controls prepared by staff in other jurisdictions including the cities of Bellevue, SeaTac, and Federal Way. The interim official control reflects the knowledge staff gained in a manner that is consistent with City of Redmond values as a welcoming community that is committed to promoting a variety of housing choices for all and meeting the housing needs of people who require supportive services including those experiencing homelessness. The City's commitment to supportive community services can be reviewed on the Redmond THRIVE [webpage](#). Individuals experiencing homelessness live among us now, in bushes and cars throughout our community. I have witnessed this personally during my participation in the one-night count in Redmond and in Overlake specifically. The City of Redmond is committed to progressively meeting the humanitarian crisis that faces us in partnership with King County. Providing a bed for a good night's sleep in a secure room is needed to help people experiencing chronic homelessness get their lives back on track. The interim official control provides a process path that will rapidly meet the demand for much needed housing that is appropriately integrated into our community.*

From Linda at WA Asians 4 Equity to the City Clerk:

1. Status of City Ordinance 3059

(<https://redmond.legistar.com/View.ashx?M=F&ID=9714814&GUID=936D3D1D-D972-441F-B302-08DEB14344A1>). When will it take effect? *The effective date of the interim official control is August 28th, 2021.*

2. Status of the permit for repurpose the former Silver Cloud Inn to County Health Through Housing facility? *As of the date of this email, the City has not received required permit applications from the County. The County is required to apply for an administrative modification under RZC 21.76.090.D and a building change of use permit under the International Building Code.*

Carol Helland (she, her, hers)

Planning and Community Development Director City of Redmond <image002.png>

<image004.png> 425-556-2107

<image006.png> chelland@redmond.gov

<image008.png> www.redmond.gov

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<image010.png> <image012.png> <image014.png> <image016.png>

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Kim Dietz

From: Michael Helman <michael.helman@gmail.com>
Sent: Saturday, August 28, 2021 9:38 AM
To: Angela Birney; Pamela Helman
Subject: Re: Disappointment

Categories: No Action Required

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

I am sorry to say that the arguments you are making are flawed and to some extent lazy.

1. Yes. We need to help people BUT the solutions deployed by King county and city of Seattle to help people with drug abuse and mental illness have been nothing but a failure. I understand not all homeless people fall into one of these categories but there is enough data to show these are dominant factors. My argument is not theoretical. Walk in downtown Seattle, talk with the residents. When I took my kids and a couple visiting from Austing to visit Seattle, they all asked to go back to Redmond. Importing King county policies to Redmond is taking a significant public safety risk that is not needed and will not work. It already did not work in Seattle. We are just bringing the failure to Redmond under your watch.

2. The argument that the city of Redmond has nothing to do to stop this transaction sounds lazy to me. I am not an attorney but there are probably some legal avenues to explore before giving up. And at minimum, you could have been transparent about it and asked people to protest if you want in May. Your email actually said that you kept it confidential because it was a private real-estate transaction! Your residents are smart people and that argument is calling us stupid. A county buying a hotel repurposing it to be used for homeless people while allowing to use drugs/alcohol in the facility is a private transaction that deserves confidentiality??

The high level point is that this is very dangerous. The people in Seattle have seen fundamental change in their safety and their city. Stats show that many people moved out of Seattle in the past 1.5 years and your arguments for doing nothing indicate that you either do not care enough or that you just believe king county policies are working. A third option is that something is happening behind the scenes that we are not fully aware of. Either way, you are not serving the residents of the city well.

Michael

On Fri, Aug 27, 2021 at 4:24 PM Angela Birney <abirney@redmond.gov> wrote:

Hello Michael,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our

community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions one, two, six, and seven in the FAQ address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,

Mayor Birney

Angela Birney (she/her/hers)

Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: Michael Helman <michael.helman@gmail.com>

Sent: Sunday, August 22, 2021 6:44 PM

To: Mayor (Internet) <Mayor@redmond.gov>

Subject: Disappointment

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

Hello Mayor,

My wife and I are extremely disappointed by the decision and the process leading to the new homeless shelter. Especially after what we have seen the outcome of these kinds of policies in Seattle. We will be sure to work hard and vote you out and get a mayor that better represents the residents' needs.

Best,

Michael

Kim Dietz

From: Andy Van Wormer <a.vwormer@gmail.com>
Sent: Friday, September 10, 2021 9:54 AM
To: Angela Birney
Subject: Re: Drug Zone 0.3 miles from Drug Free Zone

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Mayor Birney,

Thanks for your reply. It would demonstrate tremendous leadership if you personally lived near one of these facilities, and could experience its impact, before dictating it on thousands of your constituents across town without a vote.

Is there anything the people of the Overlake community can do to block the rezoning to a homeless facility?. Do the people of Redmond have any power here? Together as a community through voting, we can come up with a better solution to help the homeless, without negatively impacting safety, schools, and businesses.

Andy

On Thu, Sep 9, 2021 at 3:20 PM Angela Birney <abirney@redmond.gov> wrote:

Hello Andy,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent,

supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions five, seven, 14, and 18 in the FAQ address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,

Mayor Birney

Angela Birney (she/her/hers)

Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: Andy Van Wormer <a.vwormer@gmail.com>

Sent: Tuesday, September 7, 2021 9:40 PM

To: MayorCouncil <MayorCouncil@redmond.gov>; angela.birney@redmond.gov

Subject: Drug Zone 0.3 miles from Drug Free Zone

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Angela,

Thanks for your public service. The homeless fentanyl situation is not easy, but this has not been handled well. Your decision to allow fentanyl so close to schools is concerning. Though we only bought our house a few months ago, we're already looking to move out of the Overlake area based on this decision and worries of future leadership.

Please do the right thing and move the site away from the school, or make it a drug free site. Please also allow your constituents to vote on these topics. You would not put a fentanyl site in your neighborhood.

Your resident,

Andy

Kim Dietz

From: Ravi Shankar <ravi_shankar12@hotmail.com>
Sent: Saturday, August 21, 2021 11:24 AM
To: Angela Birney
Cc: MayorCouncil; claudia.balducci@kingcounty.gov; council@kingcounty.gov; council@bellevuewa.gov
Subject: Re: Homeless Hotel @ 2122 152nd Ave NE, Redmond, WA

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

Dear Ms. Angela Birney,

Thank you for the quick response and much appreciated your promptness. It would appear that your office was in as much darkness as most of us regarding this acquisition of Silver Cloud in Redmond. So long as the safety of the residents around and children going to schools and returning are kept safe by your team, there should be no reservation. Hope you are providing such assurance of safety as mentioned in the earlier email.

Once again, thank you and look forward to your feedback.

Sincerely,

Commodore Ravi Shankar

From: Angela Birney <abirney@redmond.gov>
Sent: Friday, August 20, 2021 4:15 PM
To: Ravi Shankar <ravi_shankar12@hotmail.com>
Cc: MayorCouncil <MayorCouncil@redmond.gov>; claudia.balducci@kingcounty.gov
<claudia.balducci@kingcounty.gov>; council@kingcounty.gov <council@kingcounty.gov>; council@bellevuewa.gov
<council@bellevuewa.gov>
Subject: RE: Homeless Hotel @ 2122 152nd Ave NE, Redmond, WA

Hello Ravi,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

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Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

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If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: Ravi Shankar <ravi_shankar12@hotmail.com>

Sent: Friday, August 20, 2021 11:57 AM

To: claudia.balducci@kingcounty.gov; Mayor (Internet) <Mayor@redmond.gov>; council@kingcounty.gov; council@resmond.gov; council@bellevuewa.gov

Subject: Homeless Hotel @ 2122 152nd Ave NE, Redmond, WA

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

Dear elected Ladies & Gentlemen,

Whereas providing a reasonable shelter to homeless personnel is extremely laudable and generous, I am totally taken aback and dumb founded seeing them come so close to our schools, busy shopping area and many other businesses, which will be a great attraction for many homeless. As it is we notice many standing at every street corner with signboards for help and some holding small children and some pregnant women (visual indication) as well. While all homeless cannot be painted with a broad brush, there are several who cannot be trusted for various reasons, all too well known. Bringing them so close to the schools and exposing them to possible dangers with no security or police presence just does not make any sense. We are asking for serious trouble and the writing is on the wall.

In the interest of small children going to 12 different schools within 1 mile radius to the planned housing site, please **reconsider** accommodating the homeless in the middle of residential area, which has been peaceful thus far. We urge all the elected officials to use their means to reexamine and stop this. I really would like to know how many of the elected officials would like to accommodate the homeless as their immediate next-door neighbors ??

This is not a criticism by any stretch but just an appeal for reconsideration. I look forward to your early response.

Sincerely,

Commodore Ravi Shankar, IN (Retd)
14830 NE 16th St
Bellevue, WA 98007
T : 425 518 9713

Kim Dietz

From: Kele Holt <hiskidkel@msn.com>
Sent: Thursday, September 9, 2021 3:13 PM
To: Angela Birney
Subject: Re: Homeless Hotel

Categories: No Action Required

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Hello Angela,

Thank you for your response. I do have compassion for the homeless. I just worry about effect it will have on the surrounding area / businesses / community. But, at least King County is taking action to improve the situation of tent cities. I like the idea of these tiny homes too but wonder about the sanitation. I guess the proof will be in the pudding. (whatever that means! LOL!) We'll see how it turns out. Well, I hope!

Regards,
 Kele Holt

From: Angela Birney <abirney@redmond.gov>
Sent: Thursday, September 9, 2021 2:39 PM
To: Kele Holt <Hiskidkel@msn.com>
Cc: MayorCouncil <MayorCouncil@redmond.gov>
Subject: RE: Homeless Hotel

Hello Kele,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. I would like to confirm that this site will not be a homeless shelter.

King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing

needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions one, two, five, six, and 13 in the FAQ address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: Kele Holt <Hiskidkel@msn.com>
Sent: Thursday, September 9, 2021 9:14 AM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: Homeless Hotel

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

Why were our tax dollars spent on a hotel for homeless where drug use will be ok and sex offenders will be able to live without tax payers approval and vote? Is this true?

I don't have a problem with homeless to get them back on their feet, with strict rules and time limits. But to just give the pricey hotel over to people who have serious drug and mental issues is dangerous to the neighborhood and a magnet for more of the same. I can't understand how this is helpful to the homeless. Is it also true there will be no paid security?

Why would you want to bring this type of thing to our beautiful city? Isn't your job to protect and improve our city?

Please rethink this and present it to the people who support and to whom the city belongs for a vote.

Sincerely,

Kele Holt
21014 NE 67th Street
Redmond, WA 98053

Sent from [Mail](#) for Windows

Kim Dietz

From: Alexander Nosov <alex.nosov@hotmail.com>
Sent: Friday, August 13, 2021 1:15 AM
To: Angela Birney
Cc: MayorCouncil
Subject: RE: Homeless hotel proposal on the 152th Ave NE in Redmond

Categories: No Action Required

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

Hi Angela,
 Thank you for your email. I am disappointed however that your response does not address a very specific safety concern that I articulated. I feel like you are giving me a very generic answer instead.
 I would really appreciate if you could show to me that you are taking these safety concerns seriously and how you are planning to address them.
 Regards,
 Alexander Nosov

From: Angela Birney <abirney@redmond.gov>
Sent: Thursday, August 12, 2021 12:42 PM
To: Alexander Nosov <alex.nosov@hotmail.com>
Cc: MayorCouncil <MayorCouncil@redmond.gov>
Subject: RE: Homeless hotel proposal on the 152th Ave NE in Redmond

Hello Alexander,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

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If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

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From: Alexander Nosov <alex.nosov@hotmail.com>
Sent: Thursday, August 12, 2021 10:05 AM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: Homeless hotel proposal on the 152th Ave NE in Redmond

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Greetings,

I am writing to express my extreme concern with the plan of opening a homeless hotel in this location. I am learning that it won't be a drug free zone with alcohol and drug use permitted. Also that no security is planned. This location is within 1 mile of 12 schools and learning centers with 2500 registered students. This plan cannot move forward without studying the impact on the local neighborhoods and without public hearing. I am also concerned that the public money have been spent on such a consequential project without public hearing or comment.

Thank you for your prompt attention to this matter

Regards,

Alexander Nosov
14642 NE 16th St, Bellevue, WA
425-922-9081

Kim Dietz

From: Vera Brodsky <brodsky7@hotmail.com>
Sent: Monday, August 30, 2021 6:07 PM
To: Angela Birney
Cc: MayorCouncil
Subject: Re: Homeless hotel purchase

Categories: No Action Required

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This is very standard message.

You are not addressing the issue of drugs , metal issue , rape , violence and alcoholism! You are providing safe heaven for people to practice their bad habits and encourage them! Why not offer rehab and specifically profit alcohol, illegal drugs and crime! You are not helping homeless you are promoting it by offering housing with no responsibility! Why would someone want to get better if they get to do what they want and live for free! Why do I have to pay for it as taxpayer! Why did you not ask us the tax payers on how to use our money!

Why don't you put them next to your house! I know mayor lives on the other side of redmond and her family will not be impacted! Will she welcome same people in her neighborhood and backyard ? Or is she only willing to destroy our lives!

I just hope you get to taste your own medicine'

Sent from my iPhone
Vera Brodsky
Managing Broker
www.verabrodsky.com
206 412 7792
vera@verabrodsky.com

On Aug 30, 2021, at 1:06 PM, Angela Birney <abirney@redmond.gov> wrote:

Hello Vera,

Please accept my apologies for the delayed response. Thank you for your reply below, as well as the two additional emails you sent (both attached). I would like to share with you additional information regarding the Health Through Housing Project.

King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive

community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is now available. You may find that answers to questions five, six, seven, 10, 14, and 15 in the FAQ address your comments and concerns.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

<image002.png>
425-556-2101
<image004.png>
mayor@redmond.gov
<image006.png>
www.redmond.gov

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From: Vera Brodsky <brodsky7@hotmail.com>
Sent: Friday, July 16, 2021 10:09 AM
To: Angela Birney <abirney@redmond.gov>
Subject: Re: Homeless hotel purchase

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

So you will be bringing homeless people to where there are none! You are allowing drugs and alcohol!
You are creating very dangerous situation.

How can we stop this from taking place???

Sent from my iPhone
Vera Brodsky
Managing Broker

www.verabrodsky.com

206 412 7792

vera@verabrodsky.com

On Jul 16, 2021, at 9:44 AM, Angela Birney <abirney@redmond.gov> wrote:

Hello,

Thank you for your email regarding the announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking time to share your perspective.

The hotel in Overlake will be the next location for King County's Health Through Housing program. Health Through Housing is a regional approach to bring in chronically homeless individuals off the street and into permanent, supportive housing in existing hotel and other facilities purchased by King County. The program has also acquired facilities in Queen Anne, North Seattle, Renton, and now Redmond.

I would like to share the following resources with you, as they offer more information about this effort led by King County:

- **King County News Release:**
<https://kingcounty.gov/elected/executive/constantine/news/release/2021/July/14-redmond-health-through-housing.aspx>
- **Health Through Housing Fact Sheet** – Attached
- **Health Through Housing FAQs** – Attached
- **Health Through Housing Webpage** – <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx>

If you have any questions, comments, or concerns, please contact King County through the designated Health Through Housing channels at health.through.housing@kingcounty.gov or 206-263-6766, and King County staff will respond.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

<image001.png>

425-556-2101

<image002.png>

mayor@redmond.gov

<image003.png>

www.redmond.gov

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From: Vera Brodsky <brodsky7@hotmail.com>

Sent: Thursday, July 15, 2021 9:08 AM

To: Mayor (Internet) <Mayor@redmond.gov>

Subject: Homeless hotel purchase

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

Good morning

As a resident of Redmond I am very concerned about your recent decision of opening up a homeless hotel in the heart of Redmond/Bellevue area. Not only are you making this decision without considering how it will impact the children living around, but you are putting our lives at risk.

This decision will not only bring down our streets, shopping, and small business but put our lives at risk with drugs, alcohol, tents, etc.

Please explain how you came up with this decision and what can be done to stop it!
How can you secure safety of our lives and lives of our children.

This is what we were trying to get away from in Seattle and you are destroying our city.

Sent from [Mail](#) for Windows 10

<HTH - Redmond Fact Sheet.pdf>

<HTH - Redmond Q&A.pdf>

<mime-attachment>

<mime-attachment>

Kim Dietz

From: Thuan Vu <thuanvuwa2006@gmail.com>
Sent: Friday, August 20, 2021 10:20 AM
To: Angela Birney
Subject: Re: Hotel purchase for homeless in Redmond- Objection!

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

Thanks Mayor Birney for your response.

I agree that we should help those who face housing issues, but we need to make sure our community will remain safe and secured like before, no drug use and crime should happen in our Redmond. We have to work 2-3 jobs, pay so much taxes so we deserve to live in the good place like Redmond. Please do not make Redmond to become Seattle!

Thanks so much!

Tina.

Sent from my iPhone

On Aug 20, 2021, at 9:05 AM, Angela Birney <abirney@redmond.gov> wrote:

Hello Tina,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions one and seven address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

<image007.png>
425-556-2101
<image008.png>
mayor@redmond.gov
<image009.png>
www.redmond.gov

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From: Thuan Vu <thuanvuwa2006@gmail.com>
Sent: Wednesday, August 18, 2021 12:53 PM
To: Mayor (Internet) <Mayor@redmond.gov>
Subject: Hotel purchase for homeless in Redmond- Objection!

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

Hi Mayor,
I am writing to protest the hotel purchase for homeless that is happening in Redmond. Redmond has been very safe and now you're bring in crime, drug users to this area. We, the ordinary people, need to have our safe community in Redmond. Please cancel the purchase contract. You need to buy the shelter for homeless in the rura area so they don't bring trouble for us.
Thanks for your listening to the local residents.
Tina

Kim Dietz

From: Anna Henke-Gunvaldson <triathleta@comcast.net>
Sent: Tuesday, October 5, 2021 1:48 PM
To: Angela Birney
Subject: RE: Let's work together

Categories: No Action Required

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Thank you Mayor Birney for taking the time to reply and sharing the information below. Greatly appreciated.

I think we all are aware of the housing and homeless crisis in our area. I also believe that we all want to find a solution for it, one that works for all. I believe that in open dialog, transparency, and collaboration, common ground can be found as we each learn and understand what we all worry about and are afraid of.

For that, I support the Safe Eastside group's requests to amend the ordinance based on examples from other cities (Bellingham, Kent, Bellevue) to include some limitations with regards to numbers of residents, prohibiting sex offenders and drug use, accepting families and more. Providing those amendments alone would re-establish trust and pave the way for collaboration and finding a solution that works for all.

Best,

Anna Henke-Gunvaldson

On 10/05/2021 1:31 PM Angela Birney <abirney@redmond.gov> wrote:

Hello Anna,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I have received three emails from you, two of which are attached, and the other below. Please accept my apologies for the delayed response from me. The response you received on September 20 from Planning and Community Development Director Carol Helland was on my behalf.

Additionally, please find below some additional information that I would like to share with you. This is the same information that I have been sharing with all who have reached out regarding King County's Health Through Housing effort. I am sharing the same information with everyone, as I want to ensure consistency.

King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living. I would like to confirm that this site will not be a homeless shelter.

To provide answers to common questions about the Health Through Housing project in Redmond, the City has created a [Health Through Housing webpage](#), and a [City of Redmond FAQ](#) is available. If you have not already explored the City's FAQ, I encourage you to review the information provided, as many of the answers address the comments and concerns you raise. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement. I appreciate you taking the time to share your perspective with me.

Sincerely,

Mayor Birney

Angela Birney (she/her/hers)

Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: Anna Henke-Gunvaldson <triathleta@comcast.net>

Sent: Tuesday, October 5, 2021 9:30 AM

To: Mayor (Internet) <Mayor@redmond.gov>

Subject: Let's work together

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

Dear Mayor Birney,

I have been following the news and discussions about the plans for the Silver Cloud Inn in Redmond and have shared my concerns during the past several weeks with the Redmond City Council, you, and several members of the King County Executive.

As a lot of other residents and constituents of Redmond and Bellevue, my biggest concern is the lack of transparency with regards to plans for the space, safety & security, ordinance 3059, and collaboration between the governments and the citizens of the communities impacted by these plans.

I have received replies from various members of the Redmond City Council, and even from the King County Executive branch explaining, clarifying, and demonstrating a willingness to share information and work together in open dialogue.

I have not seen any replies or messaging coming directly from you / your office to clarify, justify, or rectify any of the information out there how you misrepresented the facts about ordinance 3059, thus cutting off opportunities to amend the ordinance to be more inclusive and consider public input. That is very disappointing.

Please. Be an advocate for your city! There is so much corruption in politics, a lot of politicians are only interested in their own gain and advancement - be an example of collaboration and listening to your constituents. Transparency and accountability fosters

trust, and we want to trust our elected officials that they're doing the right things and work with our interests in mind.

I'm hoping that by listening to your constituents concerns we can find ways to collaborate together on these issues and concerns and find a resolution that works for all, and a path forward together.

Sincerely,

Anna Henke-Gunvaldson

Kim Dietz

From: Sergey Blagodurov <blagodurov@gmail.com>
Sent: Sunday, August 22, 2021 9:05 PM
To: Angela Birney
Cc: MayorCouncil
Subject: Re: On the issue of the Redmond Health through Housing site

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Mayor Birney,

Why are you deaf to reasonable pleas from the community? We don't want drug addicts or sex offenders directly next to the schools and kindercare. If a child finds and gets hurt by a fentanyl needle left by one of these tenants, who will be criminally responsible for the consequences? What about drug dealers that will move into the area to sell drugs to the tenants of this site? Why no security? Why is it hard to hear what we're saying? We try to protect people around us.

We feel hopeless, ignored, and backed into the corner by our elected officials as this drug den is shoved down our throats without notice or any input from the community. We will stop it!

--Sergey Blagodurov, Crossroads resident

On Fri, Aug 20, 2021 at 2:58 PM Angela Birney <abirney@redmond.gov> wrote:

Hello Sergey,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area

(employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions six, 11, 14, and 15 address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,

Mayor Birney

Angela Birney (she/her/hers)

Mayor, City of Redmond

 425-556-2101  mayor@redmond.gov  www.redmond.gov

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From: Sergey Blagodurov <blagodurov@gmail.com>
Sent: Thursday, August 12, 2021 3:59 PM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: On the issue of the Redmond Health through Housing site

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Dear Members of the Redmond City Council,

My name is Sergey Blagodurov, my family and I have been living and working in the Crossroads area since 2014. I greatly enjoy my lively neighborhood, so I am writing to you to express my concern about the latest acquisition of the King county's "Health through Housing" (HtH) initiative: a former Silver Cloud Inn near the old Sears building.

Homeless is a serious regional issue. We can't stay still and watch this issue snowballing. While we are happy to contribute to the solution, we also want to make sure that our neighborhood is safe for our family and businesses. What angers people the most is the lack of transparency and communication. Therefore, **our first demand is that the Redmond Health Through Housing hotel should NOT be permitted to open until the county, city and people of Redmond have a chance to get together and reach a consensus.** The Redmond HtH hotel needs the community's buy-in and support to be successful. A large public hearing **MUST** be held before the city permit is issued.

People become homeless due to many different reasons. In order to stop the homeless population from growing, we need to prioritize helping people who are able to get back on their feet to transition out of homeless ASAP. **Our second demand is that the tenants of the Redmond HtH hotel should be people who are capable of transitioning out of homeless in the near future. People with mental illness and /or substance use problems should be put through rehabilitation programs first.**

There are 12 schools within 1 mile of the Redmond HtH hotel. For the safety of our future generation, **we demand the Redmond HtH hotel to be a drug free building, and tenants must pass background checks. Child abusers, pedophiles, or any kind of sex offenders should not be allowed to stay in the Redmond HtH hotel.**

While we are sympathetic to the goal of the HtH program of helping homeless persons to get back on their feet, I am very concerned with the deterioration of the safety of the neighborhood that we call our home for many years due to the drug use.

--Sergey Blagodurov, Crossroads resident

Kim Dietz

From: Kan Qiu <info@safееastside.com>
Sent: Thursday, August 12, 2021 8:30 PM
To: Angela Birney
Cc: MayorCouncil
Subject: RE: Permit Process update for Silver Cloud Inn as a homeless hotel

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Thank you for the templated response, unfortunately it didn't answer what I was asking. Could you please provide me status update on the HTH permit? And please put me in contact with the person in charge of the HTH permit.

Thanks

Kyle

From: [Angela Birney](#)
Sent: Thursday, August 12, 2021 1:20 PM
Cc: [MayorCouncil](#)
Subject: RE: Permit Process update for Silver Cloud Inn as a homeless hotel

Hello Kyle,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

Regarding your question about the permit process and public comment opportunities, the use proposed by King County for the Silver Cloud Inn is permitted outright in the Overlake (OV-1) zoning district. There are no permits required of King County that include a public comment component.

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: info@safееastside.com
Sent: Tuesday, August 10, 2021 3:09 AM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: Permit Process update for Silver Cloud Inn as a homeless hotel

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Dear Redmond Mayor and Council,

We are a group of residents concerned about proposed use of Silver Cloud Inn at 2122 152nd Ave NE, Redmond, WA 98052

Could you please provide us permit process update for Silver Cloud Inn as a homeless hotel ? We'd like to be in the loop of every single step of permitting process, and every public comment opportunity that the law affords us. Please advise or forward to the right department if this is not the best email address for .

Best Regards

Kyle
[Safe Eastside](#)

Kim Dietz

From: redmond family <redmondfamily520@gmail.com>
Sent: Monday, September 27, 2021 9:04 AM
To: Angela Birney
Subject: Re: PROTECT CHILREN! No drug addicts and mentally ill homeless hotel near 12 schools! No Silver Cloud Inn!

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

Thank you for taking the time to email us. The proposed Silver Cloud Inn homeless hotel is not the proper location for a low barrier homeless site as is described in the health through housing site. Silver Cloud Inn is right next to a preschool. A block from a middle school and high school. Near 12 schools! Children walk to school. There is no way a low barrier hotel that won't do a sex offender background check can be a good idea next to all those children! They won't even do a criminal background check. No security. It will be adult only. Allowing those drug addicts and mentally ill to do drugs and alcohol. That will not help them to get better.

Please don't turn a blind eye to the countless reports of the crime, drug needles, drugs, broken cars, etc... that comes with these homeless hotels. There isn't a single success story. Renton is shutting their homeless hotel down. The Clement in Seattle is also a disaster for the neighborhood plus all the others. King County is pushing Seattle's homeless onto Redmond. King County officials admit that it's not even Redmond homeless that will go into the Silver Cloud Inn. They state anywhere from 0% to maximum 15% eastside. Which could mean none to some and to whomever they define to be "eastside" homeless. That negates your statement that it's Redmond homeless that will live there. We do not have the amount of homeless as Seattle. Silver Cloud Inn is not as you say for "Redmond" homeless. That's a lie.

As tax payers and Redmond voters, we implore you to not let King County bring their homeless problem here. Don't allow the Silver Cloud Inn to open. Please don't change the building permit occupancy to allow the homeless. Do an economic and crime study to see what happened to those other homeless hotels that King County put in. You will find countless stories of the crime, robbery, drugs, drug needles, drugged out people so no children who walk to school don't need to be around that. This plan is completely illogical. At the King County and City of Redmond Town Halls you and the City of Redmond Council have been asked to not put a low barrier no background check adult only homeless hotel at the Silver Cloud Inn by a massive majority. The massive majority of Redmond residents have pleaded to not do this. The only people who say they are for it are people from Seattle or are working in the homeless industry so they have an incentive to want it. Your voters do not want it.

Frankly, it seems like us Redmond Voters don't matter although we plead with you and the council to not allow the permitting of the Silver Cloud Inn homeless hotel, also because of the non-transparent passing of Ordinance 3059. Why are our Redmond Mayor and Council not asking for resident input? Why are you guys in that ordinance allowing yourselves without Redmond resident voters knowledge to put in as many of these homeless sites as you want in our residential areas or commercial areas? This is very dangerous when the government does what it wants and it's members push their personal opinions on us voters without counsel from us.

Please Transparency! Input! Protect kids!!!! No Silver Cloud Inn!

Any child that gets hurt from a homeless person that's linked to you and the council bringing a homeless hotel to Redmond is blood on your collective hands. I pray for the children. Please no Silver Cloud Inn homeless hotel.

Thank you

On Fri, Sep 24, 2021 at 4:16 PM Angela Birney <abirney@redmond.gov> wrote:

Hello,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. I know Councilmember Khan responded to you as Ombudsperson for September. I would like to provide some additional information and also confirm that this site will not be a homeless shelter.

King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

As Councilmember Khan shared, to provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. She highlighted the answers to questions five, six, 11, 14, and 15, and I think you may find that answers to questions one, two, seven, 18, and 19 in the FAQ address your comments and concerns as well. Additionally, the City has created a [Health Through Housing webpage](#).

I encourage you to find more information about the Health Through Housing program on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#). Please contact King County at health.through.housing@kingcounty.gov with any additional questions about the Health Through Housing Program.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,

Mayor Birney

Angela Birney (she/her/hers)

Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: redmond family <redmondfamily520@gmail.com>

Sent: Thursday, September 2, 2021 8:38 AM

To: MayorCouncil <MayorCouncil@redmond.gov>

Subject: PROTECT CHILDREN! No drug addicts and mentally ill homeless hotel near 12 schools! No Silver Cloud Inn!

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

PROTECT CHILDREN!!!!

No homeless hotel in Redmond. No homeless hotel that allows drugs and alcohol. No homeless hotel that will be adults only and full of Seattle's drug addicts and mentally ill.

Why is the Mayor of Redmond and the council ruining our peaceful eastside?

Why is the Mayor of Redmond and Council using their personal opinion instead of allowing us your voting residents to give our input before the sale of the Silver Cloud Inn and even now?

Why doesn't the Mayor of Redmond and Council hold off on allowing Silver Cloud Inn to be a homeless shelter until more studies and facts are done? Getting resident input?

Why did you then without transparency pass Ordinance 3059 which states that you will again not seek your residents input on homeless matters?

Please amend Ordinance 3059! Please modify it:

1. Add the requirement that you must get the input of us residents and get additional facts after considering public comment and testimony which is to model after Bellevue Ordinance 6585
2. Shorten the term of Interim Official Control to 3 months (model after Bellevue Ordinance 6585)
3. Limit the occupancy density to 50 and to Redmond homeless only for family or make it a facility for only children
4. Make it a high barrier of entry if you have a homeless facility

But ultimately, do not change the building occupancy permit to allow homeless at Silver Cloud Inn. These homeless hotels are not the solution. The homeless need a professional medical facility away from residential areas where they can get professional help. Certainly away from areas where children go and walk to school.

Please don't allow Silver Cloud Inn nor any other homeless facilities in safe and quiet residential Redmond. Please watch the video below which clearly shows how unsafe and how crime goes up at the other homeless hotels that were created by King County. Buying hotels to house the homeless is NOT the solution.

<https://www.youtube.com/watch?v=ZUjAkusnb3I>

Kim Dietz

From: Cami Keyes <Keyescom@comcast.net>
Sent: Tuesday, August 17, 2021 5:25 PM
To: Angela Birney
Subject: Re: Redmond Homeless "Hotel"

Categories: No Action Required

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Mayor Birney,

Thank you for your reply. I am aware of the homelessness right in our community and have worked with homeless folks a lot. And I was aware of the homeless outreach Redmond has been doing. I am pleased to learn about the mental health worker partnering with Police. I am stunned at the misinformation about this site ... everything from providing drug paraphernalia to concern for the children. Really, this is a great opportunity to teach children compassion and gratitude. I know the upcoming meeting will be tough on many, but especially any homeless that might be present or listening. I just don't think people understand that this exists right here in the midst of wealth. Keep doing what you're doing. It's part of why I love Redmond.

BTW, I misquoted the success of the Seattle Eastlake Apartments for Chronic Problematic Drinkers. It wasn't 80%, but it has been more successful than anything else, both at reducing the police and other community resources and helping people cut back and quit drinking. It's an example of what low barrier shelters can accomplish.

Not sure if you follow NextDoor, but this has been a big discussion. Most objections are about proximity to schools, and concern we will be importing problems from Seattle due to the 15% of beds being reserved for local communities. I have tried to explain that's a minimum, and that the problems are already here, so arguments about your concern for kids and drugs is irrelevant. But you might take a look so the council is prepared for what they are going to hear. There is also a website called SafeEastside.com that has been started rallying people against this. A lot of close mindedness out there.

Wishing you the best and thank you for all you do to make Redmond inclusive for all! I will try to attend to speak for the need for this sort of solution.

Warm regards,

Cami Keyes

From: Angela Birney <abirney@redmond.gov>
Date: Tuesday, August 17, 2021 at 3:29 PM
To: CAMI K KEYES <keyescom@comcast.net>
Cc: MayorCouncil <MayorCouncil@redmond.gov>
Subject: RE: Redmond Homeless "Hotel"

Hello Cami,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

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If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

☎ 425-556-2101 ✉ mayor@redmond.gov 🖱 www.redmond.gov

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From: CAMI K KEYES <keyescom@comcast.net>
Sent: Monday, August 16, 2021 5:15 PM
To: MayorCouncil <MayorCouncil@redmond.gov>
Subject: Redmond Homeless "Hotel"

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

Greetings All~

I am writing as I understand there will be upcoming hearing on zoning, etc for the proposed homeless hotel at the previous Silver Cloud Hotel in the Overlake area of Redmond. I am all for it! And I am proud of our city for being willing to be part of the solution.

Personally, I have dismayed and sometimes disgusted by the attitudes of so many towards our homeless people. They assume they are all drug addicts, thieves and pedophiles. I volunteered for years serving homeless men and women, both on the Eastside through Congregations for the Homeless and in Seattle. Due to a battle with cancer and consequent immune issues, I had to stop actively working with people on the streets.

I want the council to realize, these are human beings above all else. Some have issues, but it's amazing how they are willing to address them when they have a roof over their head, food in their bellies and someone who cares to help them.

We can not continue to try to "house" homeless out of site. They are people and some of them are our neighbors. They will not come to mass mats on floors...we don't even house our homeless animals like this. In fact, I would bet the naysayers would fight for the life of a feral cat or vicious dog more than they would a fellow human on the streets.

Homeless won't come to be told they are bad. They need to have a safe place to get help. Housing them in low barrier shelters such as this allows for this. It allows them to drink and do drugs, but it also enables them to talk to people who can help and who have been helped. This has proven to work in other cities, including San Francisco and San Diego and I am a believer it will work here.

A few years ago, Seattle did an experiment with an apartment building. They house some of the worst alcoholics on the streets. The ones who took the greatest amount of police involvement. They housed them in this apartment building with an on-duty nurse. I was opposed to it 100%...Never thought it would work. I read a follow-up story a couple years later. Guess what they learned? A full eighty percent of the people had quit drinking. Turns out, once they had a stable, dignified roof over their head and food....they were willing to consider help. They drank to get over their situation.

I believe this solution will result the same way. What's more, what so many don't realize...WE ALREADY HAVE HOMELESS LIVING AMONG US...in our parking lots, forests, parks, etc. They are doing drugs and drinking and likely much more of a danger and they take precious resources to try to help. Not too long ago there was a fire that almost destroyed a neighborhood that was started at a homeless encampment along I-5. It started from cooking. These illegal camps have propane that is explosive and could wipe out a neighborhood here, especially this summer.

Please open your eyes to the humanity that is homeless and allow this re-zoning and anything else that needs to bring this project to fruition. Homelessness is not a Seattle problem. It's a regional a problem and we all need to stand up to do what we can. This is a perfectly legitimate place for a shelter like this and I would welcome it if I lived in that neighborhood. Instead of being afraid, I'd volunteer! The hysterics about the safety of children don't apply when there are already homeless amongst us. And there is money already available to fund this. And it will allow local police to refer someone on the streets to a housing provider with oversight, and remove unsightly and unsafe camps. Most of all it's been created by people who know way more than any of the naysayers I read on Nextdoor and who will likely crowd the upcoming hearing with incorrect "facts"!

Thank you for your consideration.

With respect,

Cami Keyes
8850 Redmond-Woodinville Rd NE, #202
Redmond, WA 98052

Kim Dietz

From: K H <fireworks.birthday@outlook.com>
Sent: Sunday, September 26, 2021 12:51 PM
To: Angela Birney
Subject: Re: Response to Emails Regarding Health Through Housing

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

Hi Angela,

Thanks for your reply, My concern remains that you don't answer our questions. I have been a city as well as a state employee and I have learned to recognize an answer that dodges the questions. Your answers and the FAQs dodge and don't answer.

Yes, we have homeless. Yes, many are in dire need of housing. Yes, they live in Redmond, and Bellevue. And you have not answered our questions, as you well know. Nor do any of the bland FAQs address them either.

It does not change the fact that you have managed to turn two of the ardent supporters of supportive housing into a cranky curmudgeons who will work to ensure this type of project NEVER happens again.

Key issues. Lack of community notification. Third party buyer. Too close to schools. Not really a Redmond problem but a Bellevue police and fire problem. New site for drug users from the city to be housed and new site for drug dealers to deal.

Re-read my questions. Try to answer them. Then send me another email.

Respectfully,

Kate

Sent from [Outlook](#)

From: Angela Birney <abirney@redmond.gov>
Sent: Wednesday, September 15, 2021 11:42 AM
To: K H <fireworks.birthday@outlook.com>
Cc: MayorCouncil <MayorCouncil@redmond.gov>; kcexec@kingcounty.gov <kcexec@kingcounty.gov>; citymanager@bellevuewa.gov <citymanager@bellevuewa.gov>; council@bellevuewa.gov <council@bellevuewa.gov>; claudia.balducci@kingcounty.gov <claudia.balducci@kingcounty.gov>; council@kingcounty.gov <council@kingcounty.gov>; board@bsd405.org <board@bsd405.org>
Subject: Response to Emails Regarding Health Through Housing

Hello Karl and Kate,

Thank you for your emails regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. The City of Redmond has received the three attached emails from

your email address. I appreciate you taking the time to share your perspective with me. I would like to confirm that this site will be permanent, supportive housing.

King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

In Redmond, we work to help everyone in our community, regardless of socioeconomic status, housing situation, background, or any other factors. We continually strive to be a welcoming and inclusive community that affords opportunities for all. To support those in need, the City employs a homeless outreach administrator, and the Redmond Police Department has a mental health professional who deploys alongside patrol officers. The City also partners with King County on community court, an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants. We work closely with partners throughout the region to serve our community members and maintain public safety.

Our region is facing a housing crisis, and [there are currently people experiencing homelessness in Redmond](#). The City's homeless outreach administrator is presently working with 64 clients with direct ties to the Redmond area (employment, family, services, supports, etc.). The Health Through Housing initiative is one way to address housing needs, as it is a regional approach to bringing chronically homeless individuals off the street and into permanent, supportive housing in existing hotels and other facilities purchased by King County. For those experiencing homelessness, Health Through Housing will provide an opportunity to locate services where people are living.

To provide answers to common questions about the Health Through Housing project in Redmond, a [City of Redmond FAQ](#) is available. You may find that answers to questions two, three, five, six, 10, 13, 14, 18, and 19 in the FAQ address your comments and concerns. More information about the Health Through Housing program can be found on the King County website at <https://kingcounty.gov/depts/community-human-services/initiatives/healththroughhousing.aspx> and via [King County's FAQ](#).

If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond



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mayor@redmond.gov
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Kim Dietz

From: Lassie's Gmail <purplelassie48@gmail.com>
Sent: Friday, August 20, 2021 6:32 PM
To: Angela Birney
Subject: Re: Silver Cloud Inn Redmond

Categories: Complete

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Dear Council member Barney
Thank you for your response! I have lived in Bellevue for 37 years so I'm more familiar with what goes on in Bellevue than I am Redmond. I appreciate knowing all that you shared about Redmond's services and outlook on homelessness.

A few of us here at Silver Glen are pondering the best way to welcome our newest neighbors at the Silver Cloud Inn. May I reprint your response in our weekly in-house newsletter? I won't share it without your permission.

Thank you
Lassie Jordan
425 941 9103

Sent from my iPhone

On Aug 20, 2021, at 1:11 PM, Angela Birney <abirney@redmond.gov> wrote:

Hello Lassie,

Thank you for your email regarding the recent announcement of King County's purchase of the Redmond Silver Cloud Inn as part of the Health Through Housing Initiative. I appreciate you taking the time to share your perspective with me. King County's Health Through Housing investment in Redmond will provide an opportunity to house people from our community. We recognize that homelessness cannot be addressed by a single jurisdiction on their own, and Redmond is one of many cities in the region supporting King County as a partner in a regional solution.

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If you have any additional questions about the Health Through Housing Program, please contact King County at health.through.housing@kingcounty.gov.

Again, thank you for sharing your comments and support regarding this announcement.

Sincerely,
Mayor Birney

Angela Birney (she/her/hers)
Mayor, City of Redmond

<image007.png>
425-556-2101
<image008.png>
mayor@redmond.gov
<image009.png>
www.redmond.gov

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From: Lassie Jordan <purplelassie48@gmail.com>
Sent: Tuesday, August 17, 2021 12:04 PM
To: Council <Council@redmond.gov>
Subject: Silver Cloud Inn Redmond

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To all Redmond City Council Members:
My name is Lassie Jordan. I live at the Silver Glen Senior Cooperative in Bellevue, just a few blocks from the former Silver Cloud Inn in Redmond.

I wholeheartedly applaud King County and Redmond's decision to provide housing to people experiencing chronic homelessness. In 1990, was one of 7 women who started a non-profit called "The Sharehouse" to try to support those experiencing homelessness. The people who are homeless are a reflection of the failures of our society, and our response to this humanitarian crisis continues to be abysmal. I welcome our new neighbors.

I thank each of you, and all of you collectively, for taking this bold and necessary step to try to right this shameful wrong.

Lassie Jordan
Silver Glen Senior Cooperative
W 202
425 941 9103 cell

Kim Dietz

From: Xuejian Pan <paxnj@hotmail.com>
Sent: Sunday, October 3, 2021 11:50 AM
To: Council
Subject: Regarding the redmond HTH site -- please amend Redmond City Ordinance #3059

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Dear council members,

I heard that Mayor Birney keeps saying you can't amend Ordinance #3059 because it was required by law. But I don't think that's the case.

1. Page 11, Line 32 to 36, HB 1220 (<http://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1220-S2.SL.pdf?q=20210822224848>) says **"Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance** on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters **to protect public health and safety."**

Not only state law allows, but also city council has the obligation to **amend reasonable occupancy, spacing, and intensity of use requirements into Ordinance #3059 to adequately protect public health and safety.**

2. Similar to Redmond Ordinance #3059, City of Bellevue passed Ordinance #6585 (<https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:54256793-8341-48b6-9a1d-60c327bfe91e#pageNum=10>) to also bring the city in compliance with HB 1220. Unlike Redmond Ordinance #3059, Bellevue Ordinance #6585 specifically says that the council may amend the ordinance after the public hearing.

The same state law governs both City of Redmond and City of Bellevue. While City of Bellevue wrote into its ordinance to explicitly allow the city council to amend after the public hearing, Redmond Pinocchio Birney told Redmond city council that they could not amend Ordinance #3059 after the public hearing? Does she think she is law?

Also, King County director Leo clearly said you do have a say at the 9/2 Zoom Town Hall:

1. **"we are very open uh to what that process can look like with the city of Redmond um, and uh we'll you know it's a practice that we have in other rfps , where we involve a community panel that might be able to provide advice on applications,** and i think that's a part of a point of process and specific influence that we'd be open to here as well as , and we'll be in contact with the city of Redmond about how we might establish a group like that"

Please, consider the public outrage and amend Redmond City Ordinance #3059, to make east side safe.

I think the homeless crisis should be solved, but we shouldn't use this project to attract homeless from other areas, or will attract homeless with drug/other crime history. We should set a higher bar for this project and use that to help local homeless families and youth/women.

Thanks a lot!

Kim Dietz

From: Jose Grimaldo <jgrimaldo011@gmail.com>
Sent: Monday, October 4, 2021 9:33 PM
To: Council; Mayor (Internet); MayorCouncil; Jeralee Anderson; David Carson; Steve Fields; Jessica Forsythe; Varisha Khan; Vanessa Kritzer; Tanika Padhye
Subject: Request to amend Ordinance #3059

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Hi Redmond City Council,

As a resident of the community that will be impacted by the sneaky and secretive deal to turn the Silver Cloud Inn into a homeless hotel, I demand transparency from the Mayor, Angela Birney, and the director of Planning and & Community Development, Carol Helland.

Specifically, I would like Ordinance #3059 to be modified so that it is similar to those adopted by other cities such as Bellevue and Auburn. Having a lax Ordinance #3059 with little to none guardrails is a recipe for disaster and something I am strongly against. Please see examples below.

City of Bellevue's Land Use Code/ Homeless Services Uses is extensive and detailed.

For example, **the Bellevue city code listed detailed requirements for the safety and security plan. There are 13 subsections under Bellevue's safety and security plan requirement. In comparison, the Ordinance #3059 only has one sentence: "Safety and security plan reviewed and approved by the Redmond Police Department."**

Another good example is the Good Neighbor Agreement. **There are 6 subsections with details regulating the Good Neighbor Agreement in the Bellevue city code. In comparison, the Ordinance #3059 only has one sentence: "A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan") "**

Also, in regard to Sex Offenders, other cities all have explicit rules. In comparison, Ordinance #3059 has no mention of sex offender regulations at all.

Auburn: "Registered sex offenders shall not be allowed to reside within supportive housing projects located within 880 feet of a school, church, daycare facility or public park."

Bellevue: "Implementation of registered sex offender background checks and compliance with applicable registration and notification requirements;"

Bellingham: "People who are required to register as a sex offender are prohibited from the facility."
“

In regard to the use and sale of alcohol and drugs, the City of Bellingham clearly prohibits on-site use or sale of alcohol and illegal drugs. In comparison, the language in Ordinance #3059 is vague: "The use or sale of alcohol and illegal drugs".

Bellingham: "Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, **a prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe behavior.** “

In regard to density, both the City of Bellevue and Renton have imposed a limit of 100 residents due to safety concerns. Ordinance #3059 on the other hand, allows permanent supportive housing to go over 100 residents.

Per Renton staff statement: **"The capacity restriction of 100 residents is also contained in the City of Bellevue's homeless services regulations.** The need for this type of limitation is evidenced by the impacts DESC's Renton Red Lion shelter have created both within the shelter and in the areas surrounding the shelter, as well as the amount of resources Renton's emergency service providers have had to dedicate to a single property.

Thanks, Jose Grimaldo.

Kim Dietz

From: Phyllis White <phyllisjwhite@comcast.net>
Sent: Monday, October 4, 2021 4:14 PM
To: Steve Fields
Subject: Standards related to occupancy, spacing, and intensity of use to protect public health and safety
Importance: High

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

Dear Redmond Council Member Steve Fields,

I watched the 9/28/21 Council Talk Time and thank you for bringing up the prospective involvement and role of Council Members to represent the community. It would seem false that individual Council Members have no say and no role in the occupancy agreement with the Silver Cloud Hotel. Here is a link from MRSC that provides some information, <https://mrsc.org/Home/Stay-Informed/MRSC-Insight/June-2021/Changing-Your-Zoning-Code-for-Homeless-Housing.aspx>. Note that it says that there is no definitive answer to that of occupancy, spacing, and intensity of use. Below are some examples of cities that amended their zoning codes to help to address the standards taken directly from MRSC.org:

"B. Standards related to occupancy, spacing, and intensity of use

E2SHB 1220 states that "(r)easonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance...to protect public health and safety" on the four types of housing/shelter, but what would qualify as being a "reasonable" requirement under those three categories? There is no definitive answer to that question, but here are some ideas for you to consider when thinking about adopting your own local requirements:

- **"Occupancy"** often refers to a maximum number of occupants in a structure or facility, at least in a zoning context. For a related but different type of land use, a Community Residential Facility (CRF), the [City of Burien Zoning Code](#) differentiates between a smaller CRF-I, with 9-10 residents and staff, and a larger CRF-II, with 11 or more residents and staff. According to that city's development regulations, a CRF I is allowed in many zones (including many residential zones), while a CRF II is limited to more intensive, commercial zones. In addition, occupancy standards may sometimes also address the type of person staying at a specialized facility.
- **"Intensity of Use"** may sometimes be related to "occupancy" (see above) but can also address impacts like building size and height, traffic levels, and noise. In addition, intensity of use standards may tackle "barrier to entry" conditions imposed by a proposed facility (for example, whether or not an indoor emergency shelter allows pets or has a sobriety requirement). Some communities, like the City of Bellingham, require an operations plan to deal with mitigation of potential impacts — see [Bellingham Municipal Code Subsection 20.15A.020](#)(Q) and other related subsections.
- **"Spacing"** is usually applied within a zoning code to limit how close one designated use may be to another use of the same type. For example, the City of Kent requires a minimum separation of 1,000 feet between emergency housing or emergency facility sites (see footnote 31 of [Kent Municipal Code Subsection 15.04.020](#)).

It is important to remember that these optional standards are not to be used to prevent the siting of a sufficient number necessary to meet your community's need for the four housing/shelter types.

C. Two options for zoning related to indoor emergency shelters and indoor emergency housing

If your local zoning code does not list hotels as a permitted or conditional use, it would seem that HB 1220 would not require your community to zone for indoor emergency shelters and indoor emergency housing.

For all other municipalities that allow hotels in one or more zones, the new state requirements provide the two options of allowing indoor emergency shelters and indoor emergency housing in either: (1) all zones where hotels are allowed; or (2) a majority of zones within one-mile of transit.

If your community does *not* want to use the first, relatively straightforward approach, then the second option would likely involve most or all of the following steps:

- Mapping all of the transit stops/routes (“transit” is not defined in E2SHB 1220 but could reasonably be viewed as including public bus transit, light rail, and commuter rail);
- Applying a one-mile radius to all of the mapped areas;
- Identifying all of the zones that fall within the mapped radii;
- Numerically determining what would constitute a “majority” of the mapped zones;
- Specifically selecting the zoning categories for which indoor emergency shelters and indoor emergency housing would (again, it would need to be within a majority of the mapped zones) and would not be allowed; and
- Revising your zoning code.

This second approach would involve a fair amount of effort, although it could be more easily accomplished by utilizing geographic information systems (GIS) mapping.

Timing and Schedule

As mentioned earlier, major deadlines associated with E2SHB 1220 are July 25, 2021, and September 30, 2021. These deadlines will require a very quick turnaround from local governments, especially when you factor in the time needed for preparation of new code language, planning commission review, the required 60-day review by the Washington State Department of Commerce (Commerce), public hearing(s), and final review and adoption by the local legislative body.

Please note that a local government *cannot* adopt a moratorium or interim zoning controls to avoid or delay compliance with the requirements of [E2SHB 1220](#) (see Section 5 of the new law amending [RCW 36.70A.390](#) regarding use of interim controls and moratoria). However, it appears that you could adopt interim standards for initial passage of zoning/development regulations that *comply* with the requirements of the new law. Accordingly, adoption of interim standards may be one method to consider when attempting to meet some very tight deadlines. In fact, the Maple Valley City Council adopted interim standards on June 28, 2021 (see the [Maple Valley City Council Special Meeting packet](#), starting on page 113).

Regarding review by Commerce, it is recommended that you reach out to your [assigned regional planner](#) and start the 60-day clock as soon as you can, even if you don't have all of the details finalized yet. If you are considering asking Commerce for an expedited review of your proposed development code changes, you should reach out to your assigned planner first to make sure that option is even possible."

Also, doesn't Redmond have City Attorneys, City Managers, or other department specialists to address Council concerns rather than having to depend completely on the Mayor for interpretation of Council roles in matters like these? Bellevue City Council invited City Managers, City Attorneys, and others to attend their Council Meetings to discuss and interpret E2HB1220 and their city codes on these issues. Bellevue Council voted on a CUP. Please continue to speak on behalf of the community. The Mayor stated that the Council and the entire city were involved with the process was not being truthful. The public is being left in the dark and words are being used in the aftermath to cloud the reality. The public's fears are ignored, and not considered or acknowledged. Comments made by the public are being used against them; and yet, they are asked to join King County's efforts. Having an interim where Council Members can participate and have a role is needed.

Thank you Council Member Steve Fields. You are the only Council Member who acknowledged and encouraged consideration of the public and their comments. There is a methadone clinic near our home in Bellevue, and people are filling their packages with goods in stores nearby and walking out without paying. Police are called but there is nothing they can do. We met with a representative of the Bellevue Police Department. He stated that the methadone clinic services over 400 clients a day and their clients bring their friends. A low-barrier men's shelter is near our home. They do not allow drugs or alcohol and the men have to be there before 8pm to be able to spend the night. In the last 2 years, there was an attempted rape by a homeless man one street away from the homeless shelter, and a woman was raped by a homeless man in downtown Bellevue. The rapist was a previous employee or was a current employee of our low-barrier homeless service.

We want to help the homeless but we also want to keep our community and the most vulnerable among us, the children, safe. This hotel is so close to schools, playgrounds, parks, and neighborhoods. The homeless may benefit, but at the cost of public safety is at the least, illogical and unreasonable. The public knows that drug addiction means that a person is no longer in control of their addiction. Those in the hotel are not required to receive treatment. Who knows what the consequences will be? We are not ignorant of what we see happening in King County under our current leadership.

Best regards,

Phyllis White

Kim Dietz

From: Anna Henke-Gunvaldson <triathleta@comcast.net>
Sent: Sunday, September 19, 2021 6:08 PM
To: Mayor (Internet); MayorCouncil
Subject: Transparency please

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

Dear Ms Barney and Council,

As a long-term resident of Redmond I am very sad and disappointed in the lack of transparency you have provided and lack of opportunities for participation and input from the Redmond and Bellevue communities with regards to Ordinance 3059. With all the surveys that are being sent out about beautification of Redmond, parks & recs improvements, future of housing etc. I would have thought that we as residents actually have an input into how decisions are being made and that we are informed of those decisions. But apparently not.

Approving this ordinance without public input is shameful and deceitful - like talking out of both sides of your mouths. Yes, on the one hand you pretend to let us have an input when in reality you're pushing through amendments to policies that will have tremendous impact on our community!!

As elected officials, aren't you supposed to represent our opinions and perspectives, and work for us? Instead, it seems political interest and gain come first. This is not a very democratic approach to issues. Transparency fosters trust, and through dialog and with input from the community compromises can be found and empathy can be built.

Instead, by excluding the community from these important decisions, you sow distrust and discord.

We have a chance to come together and really listen to each other, there might be some common ground that we can build on, but for that you have to provide transparency and willingness to work for - and with the community that elected you.

Thanks,

Anna Henke-Gunvaldson

room. Ordinance 3059 amends the Redmond Zoning Code, that requires allowed use of permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed, and emergency housing and emergency shelters in all zoning districts where hotels are allowed. When Redmond city council passed Ord 3059 last month without taking in any public inputs, they paved way for this and future homeless hotels and shelters to move into Redmond without community voices.

researching a way for people of Bellevue to be part of the process; 2) researching the sex offender residency restriction at the Redmond HTH hotel

Sent from my iPad

Supplemental Findings, Conclusions, and Transmittal Guidance to the Planning Commission/Revised

I. Findings of Fact

1. **RCW 82.14.530 Sales and use tax for housing and related services (HB 1590).** A statewide measure, HB 1590, granted county jurisdictions the authority to impose a 0.1% sales tax to fund the construction or acquisition of affordable housing, which may include emergency, transitional, and supportive housing. On October 13, 2020, the Metropolitan King County Council voted to enact a 0.1% sales tax increase to fund permanent supportive housing for the chronically homeless via an emergency ordinance. Under RCW 82.14.530, the King County may impose the tax authorized under subsection (a)(ii) only if the County plans to spend at least thirty percent of the moneys collected under this section, that are attributable to taxable activities or events within any city with a population greater than sixty thousand, within that city's boundaries.
2. **Engrossed Second Substitute House Bill (ESSHB) 1220 – Zoning Mandates.** On May 12, ESSHB 1220 was signed into law and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to implement the following mandates:
 - i. Effective July 25, 2021, permanent supportive housing and transitional housing shall not be prohibited in any zone where residential dwellings or hotels are allowed; and
 - ii. Effective September 30, 2021, indoor emergency housing and indoor emergency shelters shall not be prohibited in any zone where hotels are allowed.
3. **ESSHB 1220 – Regional Share Requirements.** ESSHB 1220 further provides that jurisdictions must plan for the projected growth and accommodate the targets provided by the Department of Commerce. Specifically,
 - i. Units for moderate, low, very low, and extremely low-income households; and
 - ii. Emergency housing, emergency shelters, transitional housing, and permanent supportive housing.
4. **Jurisdictional Plans and Targets – Regional Share Requirements.** In March 2021, the City adopted a Housing Action Plan that provided a target range for housing provided at or below 30% AMI. In July 2021, the Growth Management Planning Council adopted jurisdictional targets for housing provided at or below 30% AMI, which includes units located in emergency housing, emergency shelters, transitional housing, and permanent supportive housing. Target ranges are as follows:
 - i. Housing Action Plan 2020-2040 Target Range 1602-2669.
 - ii. Countywide Planning Policies 2024-2044 Target Range 2984-4906 (approx. range pending finalization of the Comprehensive Plan Housing Element).
5. **Redmond Zoning Code.** Although these types of land uses were allowed in many zones under the Redmond Zoning Code (RZC), the RZC does not define nor clarify the provisions through which

permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters are mandated consistent with ESSHB 1220 requiring some amendments to current regulations in the RZC.

6. **Interim Zoning Controls.** On August 17, 2021, Council unanimously adopted Ordinance No. 3059 imposing an Interim Official Control (IOC) to amend portions of the RZC to align City shelter regulations with state adopted definitions and to implement the preemption adopted by ESSHB 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and indoor Emergency Housing and indoor Emergency Shelters in all zoning districts where hotels are allowed, for conformance and consistency with state law.
7. **Public Hearing and Community Input.** In accordance RCW 36.70A.390, a public hearing was held on October 5, 2021. Emails have also been submitted and comments have been made at City Council Business Meetings related to the IOC. Public input has centered less on the terms of the IOC and more on the details of a permanent supportive housing facility proposed by King County under the Health Through Housing (HtH) program in the Overlake Urban Center of Redmond. The HtH program is described in greater detail below. Testimony and community input have focused on the following:
 - i. Public safety considerations relating to illegal use of drugs at the proposed permanent supportive housing facility.
 - ii. Public safety considerations related to potential resident sex offenders residing at the proposed permanent supportive housing facility.
 - iii. Public safety considerations related to the proximity of the proposed facility to schools, daycares, and neighborhoods.
 - iv. Public safety considerations related to increased crime in the area and lack of background checks.
 - v. Concerns that the proposed facility will only serve chronically homeless populations suffering from mental illness and drug addiction rather than homeless families.
 - vi. Questions regarding the need for facilities in Redmond to serve chronically homeless populations.
 - vii. Concerns that the facility will import chronically homeless populations from areas outside the Eastside and not serve the City's homeless community members.
 - viii. Public concerns about safety and security.
 - ix. Regulatory alignment with Bellevue code requirements governing Homeless Services Uses was urged by Bellevue residents commenting in the HtH project at the Silver Cloud Hotel.
 - x. Lack of transparency in King County's acquisition of a hotel in Redmond to establish a permanent supportive housing use.
 - xi. General support for the ordinance and for the King County HtH acquisition of the Silver Cloud Hotel as an important step to address the needs of the chronically homeless in our region.
8. **Health through Housing Community Input.** Public comments were received by King County in response to the recent acquisition of the Silver Cloud Hotel, which is intended to be utilized as part of the County's HtH Implementation Plan. The Silver Cloud Hotel is located in one of Redmond's two designated urban centers. It was acquired by the County because the urban center is an area rich with transit, employment, and supportive service opportunities. The Silver Cloud Hotel building is also configured to support safety and security needs for future residents and the surrounding community.

Input on the Silver Cloud Hotel acquisition was provided at a Town Hall meeting held on September 2, 2021, with County Councilmember Claudia Balducci as well as in other submittals. A summary list of community suggestions received by the County on the HtH program was presented to the Redmond City Council during a presentation by County staff on October 5, 2021, and is provided below with City Council emphasis added.

- i. 24/7 Staffing
- ii. Onsite Substance Use Treatment
- iii. Employment and Housing Assistance
- iv. Building and Property Conditions
- v. Need for Security Cameras
- vi. Partnerships and Impact with First Responders
- vii. Increased Communication
- viii. Neighborhood Advisory Group
- ix. Applicant Screening and Preparation of Residents for Housing
- x. Observing Laws on Sex Offender Registration Requirements
- xi. Connections to Local Human Service Providers
- xii. Ability to Help People Experiencing Chronic Homelessness In and Near Redmond
- xiii. Need for Controlled Access
- xiv. Safety In and Around the Housing
- xv. Code of Conduct
- xvi. Privacy Fencing
- xvii. Concerns About Enabling vs. Treatment
- xviii. Ensuring Food Access
- xix. How Quickly Occupancy Will Increase
- xx. Operator Responsiveness

II. Conclusions

1. **ESSHB 1220 Substantial Compliance.** In adopting IOC Ordinance No. 3059, the City ensured substantial compliance with the requirements of ESSHB 1220.
2. **RCW 82.14.530 (HB 1590) Funding Utilization.** In adopting IOC Ordinance No. 3059, the City facilitates effective utilization of certain funds authorized under RCW 82.14.530 which are mandated to be spent within the Redmond jurisdictional boundaries.
3. **Shelter and Transitional, and Permanent Supportive Housing Jurisdictional Targets.** IOC Ordinance No. 3059 furthers the City's compliance with state mandates by ensuring that the city can responsibly address Redmond's share of regional homelessness and maximize the impact and effective utilization of HB 1590 funding to meet targets adopted in the Housing Action Plan, the Countywide Planning Policies, and state mandated targets anticipated from the Department of Commerce next year.

4. **Addressing Local Homeless Needs.** IOC Ordinance No. 3059 assists Redmond in addressing local homelessness needs. The City of Redmond's Homeless Outreach Administrator works directly with unsheltered individuals in Redmond to find housing and connect them with needed resources. She has provided the following information.
 - i. **Redmond Needs.** On average, the Administrator serves 180 clients/year. Based on the Administrator's review of the eligibility criteria for HtH units, she has identified not less than 48 clients who could be referred to these units of permanent supportive housing.
 - ii. **Bellevue Needs.** The City of Bellevue's outreach professional anticipates that not less than 40 clients would be eligible. These estimates do not include clients served in local emergency shelters.
 - iii. **Eligibility for Health through Housing.** RCW 82.14.530 and KCC chapters 4A.503 and 24.30 combine to define and prioritize which persons are eligible to live in HtH funded projects.

5. **Consistency with the Comprehensive Plan and City Vision.** The IOC Ordinance No. 3059 provisions are tailored to be consistent with the Redmond Community Vision contained within the Comprehensive Plan and the Redmond value as a welcoming city. The IOC regulations:
 - i. Are scalable and can be modified and adjusted based on the zoning district context and the intensity of the proposed use (i.e., shelter, transitional, and permanent supportive).
 - ii. Limit density with flexibility to impose increased mitigation as occupancy is increased.
 - iii. Impose spacing requirements between shelter, transitional and permanent supportive uses to avoid use concentrations.
 - iv. Require an occupancy agreement that addresses safety and security including:
 - The use or sale of alcohol and illegal drugs;
 - Threatening or unsafe behavior; and
 - Weapon possession.
 - v. Require the development of a safety and security plan to be reviewed and approved by the Redmond Police Department.
 - vi. Require a plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan").
 - vii. Require a description of eligibility for residency and a referral process.

6. **Public Input Considerations.** Existing protocols and protections that address community concerns for public safety and information and operate in concert with new regulations adopted under IOC Ordinance No. 3059.
 - i. **National Sex Offender Registry.** Required compliance for all sex offenders to be registered with the National Sex Offender Registry and comply with applicable state and federal law.
 - ii. **Interdepartmental and Interjurisdictional Coordination.** Proactive coordination between Redmond Police Department, Homeless Outreach Administrator, and King County Human Services representatives, and surrounding cities.
 - iii. **City Mental Health Professional.** Continued involvement of a licensed Mental Health Professional (MHP) to co-respond with police officers and fire fighters to calls for service that could benefit from social service connections, referrals, de-escalation, and assessment for behavioral health concerns.

7. **King County Health through Housing.** Programmatic components that address community concerns for safety include:
- i. **24-hour staff at facilities.**
 - ii. **Resident Selection.** Resident eligibility and selection will be informed by multiple information systems in place including:
 - Homeless Management Information System (HMIS)
 - Veterans Data System
 - Behavioral Health Information System
 - Local Outreach Staff in Redmond, Bellevue, and Kirkland
 - iii. **Designated Crisis Responders.** Available 24 hours a day, 365 days a year.
 - iv. **Tenant Code of Conduct.** Requirement that residents sign and observe a Tenant Code of Conduct, or be moved to an alternative facility, that includes:
 - Good neighbor clause requiring residents to agree that they intend to be a good neighbor to both other residents and the community.
 - Behavioral expectations – clearly identified behaviors that will result in removal or suspension include, but are not limited to, violent behavior, property destruction, failure to comply with local, state, or federal law.

III. Transmittal Guidance to the Planning Commission for Review of Ordinance No. 3059

1. Spacing Considerations:

- i. Consider whether separation requirements can be expanded without precluding Redmond's ability to accommodate its targets for moderate, low, very low, and extremely low-income households, emergency housing, emergency shelters, transitional housing, and permanent supportive housing.

2. Occupancy Agreement Considerations:

- i. Consider a requirement that no shelter, transitional, or permanent supportive housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS), broadly classified as Community Health Engagement Locations (CHELs) under King County Department of Community and Human Services and King County Public Health.
- ii. Consider clarifying how the City Council will be involved in the approval of occupancy agreements.
- iii. Identify outreach opportunities that facilitate input from individuals with lived experience in homelessness during the development of required occupancy agreements.
- iv. Consider a requirement that the prior experience and success of the operator is clearly addressed in the occupancy agreement.
- v. Consider allowing partnerships between multiple operators and providers as a mechanism to offer levels of service needed to support the proposed resident population.
- vi. Consider a requirement to maintain minimum staffing levels.

- 3. Process Clarity.** Address process clarity in the siting of permanent supportive housing, transitional housing, emergency housing, and emergency shelters.
- 4. Periodic Review and Evaluation.** Provide for a periodic review and adjustment of regulations if needed.
- 5. Redmond Appropriate.** Ensure any permanent ordinance is Redmond-appropriate and reflects the values and vision of the Redmond community as expressed in the Comprehensive Plan, Community Strategic Plan, Human Services Strategic Plan, Housing Action Plan, and City values of welcoming.



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-657

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|---------------|--------------|
| Public Works | Phil Williams | 425-556-2880 |
|--------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|-------------|------------------------------|
| Public Works | Peter Holte | Senior Planner |
| Public Works | Steve Flude | Deputy Public Works Director |

TITLE:

Lake Washington Cedar/Sammamish Watershed (WRIA 8) Interlocal Agreement Addendum

OVERVIEW STATEMENT:

Staff seeks Council's approval to have the Mayor execute an addendum to the Lake Washington Cedar/Sammamish Watershed Interlocal Agreement (the WRIA 8 ILA) that enables the City of Everett to join this ILA.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

The City's participation with the WRIA 8 Salmon Recovery Council is supported by numerous Comprehensive Plan Policies, notably, "NE-95--Participate in regional efforts to recover species listed under the Endangered Species Act (ESA), such as the Chinook Salmon."

- **Required:**

The Federal Endangered Species Act (ESA) requires Redmond take actions to conserve Lake Washington Cedar/Sammamish Chinook Salmon. The City's participation in the WRIA 8 ILA helps fulfill this federal ESA mandate.

- **Council Request:**

N/A

- **Other Key Facts:**

Redmond is one of 27 jurisdictions that has an interlocal agreement with King County to fund a staff team, housed in the King County Department of Natural Resources and Parks, that coordinates regional implementation of the *Lake Washington Cedar/Sammamish Watershed (WRIA 8) Chinook Conservation Plan* (a.k.a. the WRIA 8 Conservation Plan).

OUTCOMES:

This addendum enables the City of Everett to join the WRIA 8 ILA, make financial contribution towards the WRIA 8 salmon conservation actions, and have an elected official represent the City of Everett on the WRIA 8 Salmon Recovery Council.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
There is no public outreach planned for this action
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Redmond's cost share to support WRIA 8 related activities in 2022 will be \$26,731 when Everett joins the ILA. Everett's financial contribution as a WRIA 8 member will decrease the cost share proportionately for each of the other ILA jurisdictions, with a decrease of \$352 for Redmond.

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

Budget Offer Number:

Budget Priority number 73-Ground and Surface Water Management

Budget Priority:

Heathy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

Redmond's cost share contributions to WRIA 8 ILA are fund by the Stormwater Utility Enterprise Fund.

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-657

Type: Committee Memo

| | | |
|-----|--|-----|
| N/A | Item has not been presented to Council | N/A |
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Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 2/1/2022 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If this addendum is not approved by Redmond, Everett would not be able to join the WRIA 8 ILA.

ATTACHMENTS:

Attachment A--WRIA 8 ILA Addendum



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-657

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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| Public Works | Phil Williams | 425-556-2880 |
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DEPARTMENT STAFF:

| | | |
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| Public Works | Peter Holte | Senior Planner |
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TITLE:

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

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- **Council Request:**

N/A

- **Other Key Facts:**

Redmond is one of 27 jurisdictions that has an interlocal agreement with King County to fund a staff team, housed in the King County Department of Natural Resources and Parks, that coordinates regional implementation of the *Lake Washington Cedar/Sammamish Watershed (WRIA 8) Chinook Conservation Plan* (a.k.a. the WRIA 8 Conservation Plan).

OUTCOMES:

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COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
There is no public outreach planned for this action
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

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

Budget Offer Number:

Budget Priority number 73-Ground and Surface Water Management

Budget Priority:

Heathy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

Redmond's cost share contributions to WRIA 8 ILA are fund by the Stormwater Utility Enterprise Fund.

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------|---------|------------------|
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Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-657

Type: Committee Memo

| | | |
|-----|--|-----|
| N/A | Item has not been presented to Council | N/A |
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Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 2/1/2022 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If this addendum is not approved by Redmond, Everett would not be able to join the WRIA 8 ILA.

ATTACHMENTS:

Attachment A--WRIA 8 ILA Addendum

1 ADDENDUM TO
2 INTERLOCAL AGREEMENT

3 For the Watershed Basins within Water Resource Inventory Area 8 ("WRIA 8")
4

5 PREAMBLE

6 THIS ADDENDUM ("Addendum") to that certain Interlocal Agreement for the Watershed Basins
7 within Water Resource Inventory Area 8 ("Agreement") is entered into by the Parties to that
8 Agreement and the City of Everett ("City"), for the purposes of allowing the City to become a
9 member, with full rights and obligations under the Agreement, of the WRIA 8 Salmon Recovery
10 Council, as described in the Agreement ("Council"). This Addendum sets forth the rights and
11 obligations of the City and memorializes the unanimous consent of all Parties to the Agreement to
12 the City's joining the Council as a voting member, in accordance with the terms of Section 8 of
13 the Agreement. The City is identified in Section 1.1 of the Agreement as an eligible jurisdiction for
14 participation in the Council. The Parties and the City share interests in and responsibility for
15 addressing long-term watershed planning and conservation for the watershed basins in WRIA 8
16 and wish to provide for funding and implementation of various activities and projects therein.
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18 TERMS FOR THE CITY OF EVERETT'S PARTICIPATION IN THE COUNCIL
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- 20 1. The City of Everett's legislative authority, by City Council Action, has authorized the City's
21 becoming a member of the WRIA 8 Salmon Recovery Council in accordance with the terms of the
22 Agreement and has authorized the City's appointed representative (Mayor) to sign this
23 Addendum on behalf of the City.
- 24 2. In order to become a voting member of the WRIA 8 Salmon Recovery Council, the City of Everett
25 and the Parties agree to the following conditions:
- 26 2.1. The City's annual cost share contribution for 2022 is projected to be \$8,447 for the
27 programs and activities of the Council, which is subject to change for 2022 and future
28 years based on changes in one or more parameters of the formula, or by agreement of
29 the parties, including Everett, changing the total dollar amount of the assessment to be
30 collected. The City's cost share is based on the portion of the City that falls within the
31 geographic boundary of WRIA 8, including a population of 32,846 (1.96% of the
32 watershed), assessed value within the City of \$4,850,621,800 (0.86% of the watershed),
33 and an area in square miles of 5.2 (1.10% of the watershed).
- 34 2.2. For the City to become a member of the Council, all existing members must unanimously
35 express their consent to the City's becoming a member. The City becomes a member of
36 the Council on the date when this Addendum is last signed by the Party representing the
37 final signature of unanimity. The date of such signing shall be the effective date of this

20 Addendum. Representatives of the Parties shall sign this Addendum after the City has
21 signed it in accordance with the provisions of Section 1 above.

22 3. Upon the effective date of this Addendum, the City of Everett shall be a member of the Council,
23 and shall have all the rights, privileges, duties, and obligations afforded the Parties under the
24 terms of the Agreement.

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44 **IN WITNESS WHEREOF,** the City of Everett and the Parties have executed this Addendum on the
45 dates indicated below:

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Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-654

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|---------------|--------------|
| Public Works | Phil Williams | 425-556-2880 |
|--------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|----------------------|---------------------------------|
| Public Works | Teresa Reed-Jennings | Senior Engineer |
| Public Works | Steve Hitch | Engineering Supervisor |
| Public Works | Steve Flude | Deputy Director of Public Works |

TITLE:

Amendment No. 1 to the Agreement for Construction, Operation, and Maintenance of Joint-Use Water Storage and Pumping Facility

OVERVIEW STATEMENT:

In 1990, the Cities of Redmond and Bellevue entered an agreement to share in the construction, operation, and maintenance of a joint-use water reservoir and pump station facility. Per the agreement, Redmond reimbursed Bellevue 44 percent of the costs to construct these facilities and reimburses Bellevue 44 percent of the costs to operate and maintain the facilities. These facilities are geographically situated along NE 40th Street and 148th Avenue NE. The two cities entered this Agreement because of the opportunity for reduced costs and adverse environmental impacts associated with construction of two separate water storage and pumping facilities.

As these facilities age, future improvements will be necessary. The agreement did not anticipate certain future capital improvements and ongoing costs for the facilities to conform to changing codes and industry standards to protect water quality, ensure safety, improve resiliency, enhance efficiency, and maintain reliability for the continued benefit of both cities.

Amendment No. 1 to the 1990 Agreement clarifies ongoing responsibilities and procedures for future capital improvement work related to these facilities.

☒ **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:

The two cities will have a process in place to authorize future improvements for these facilities. Projects with an initial budget within administrative spending limits for each city may be authorized by written approval of Redmond's Mayor or designee and Bellevue's Deputy City Manager. Projects that require approval of either city Council will be authorized by a written project agreement.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The City of Redmond will continue to reimburse the City of Bellevue 44 percent of the costs required to operate and maintain the facilities. The costs of activities needed to maintain or update these aging facilities, which may include planning studies, engineering design services, technology updates, and/or associated construction, will be included in future biennial budget proposals submitted to the Council.

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

Budget Offer Number:
N/A

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 2/1/2022 | Business Meeting | Approve |

Time Constraints:

This agreement does not take effect until both Cities' Council has approved it. The City of Bellevue Council approved this agreement on September 7, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

The two cities will not have a process in place for future improvements necessary to update or maintain these facilities; responsibility for operations and maintenance will remain Bellevue's responsibility without an approved process in place for Redmond's involvement regarding necessary improvements.

ATTACHMENTS:

Attachment A: Amendment No. 1 to the Agreement for Construction, Operation, and Maintenance of Joint-Use Water Storage and Pumping Facility

Attachment B: Agreement for Construction, Operation, and Maintenance of Joint-Use Water Storage and Pumping Facility



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-654

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|---------------|--------------|
| Public Works | Phil Williams | 425-556-2880 |
|--------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
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As these facilities age, future improvements will be necessary. The agreement did not anticipate certain future capital improvements and ongoing costs for the facilities to conform to changing codes and industry standards to protect water quality, ensure safety, improve resiliency, enhance efficiency, and maintain reliability for the continued benefit of both cities.

Amendment No. 1 to the 1990 Agreement clarifies ongoing responsibilities and procedures for future capital improvement work related to these facilities.

☒ **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:

The two cities will have a process in place to authorize future improvements for these facilities. Projects with an initial budget within administrative spending limits for each city may be authorized by written approval of Redmond's Mayor or designee and Bellevue's Deputy City Manager. Projects that require approval of either city Council will be authorized by a written project agreement.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The City of Redmond will continue to reimburse the City of Bellevue 44 percent of the costs required to operate and maintain the facilities. The costs of activities needed to maintain or update these aging facilities, which may include planning studies, engineering design services, technology updates, and/or associated construction, will be included in future biennial budget proposals submitted to the Council.

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

Budget Offer Number:
N/A

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 2/1/2022 | Business Meeting | Approve |

Time Constraints:

This agreement does not take effect until both Cities' Council has approved it. The City of Bellevue Council approved this agreement on September 7, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

The two cities will not have a process in place for future improvements necessary to update or maintain these facilities; responsibility for operations and maintenance will remain Bellevue's responsibility without an approved process in place for Redmond's involvement regarding necessary improvements.

ATTACHMENTS:

Attachment A: Amendment No. 1 to the Agreement for Construction, Operation, and Maintenance of Joint-Use Water Storage and Pumping Facility

Attachment B: Agreement for Construction, Operation, and Maintenance of Joint-Use Water Storage and Pumping Facility

Attachment A

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF
JOINT-USE WATER STORAGE AND PUMPING FACILITY**

This AMENDMENT No. 1 to the AGREEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF JOINT-USE WATER STORAGE AND PUMPING FACILITY is made and entered into by and between the City of Bellevue and the City of Redmond, this _____ day of _____, 2021 as follows:

WHEREAS, Redmond and Bellevue entered into an Agreement for Construction, Operation and Maintenance of a Joint-Use Water Storage and Pumping Facility on September 28, 1990 (“1990 Agreement” or “the Agreement”), providing for the joint use and ongoing operations of certain facilities; and

WHEREAS, for the joint benefit of Bellevue and Redmond, facilities were constructed in accordance with the 1990 Agreement, including the NE 40th Reservoir, Pump Station, Valve Vault and buried piping located at 4075 148th Avenue NE, the Meter Vault located in the right-of-way at 14080 NE 40th Street, and associated buried 16” and 20” pipelines in NE 40th Street right-of-way and in easements at 14520 NE 40th Street (“the Facilities”); and

WHEREAS, the 1990 Agreement did not anticipate certain future capital improvements and ongoing costs for the Facilities, including planning, engineering, and construction necessary to maintain service and reliability, conform to changing codes and industry standards, protect water quality, ensure safety, improve resiliency, enhance efficiency, and achieve other purposes that benefit Bellevue and Redmond; and

WHEREAS the 1990 Agreement stipulates that Bellevue shall obtain ownership and be responsible for operation and maintenance of the Facilities, and that Redmond accepts a 44 percent interest in the Facilities and agrees to reimburse Bellevue for 44 percent of certain costs, and

WHEREAS, it is in the interests of the public served by both Bellevue and Redmond to amend various terms of said Agreement;

NOW, THEREFORE, the parties agree as follows:

Purpose

The purpose of this Amendment No. 1 is to clarify ongoing responsibilities and sharing of costs for future capital improvement work related to the Facilities, originally constructed in 1990. Although certain sections referencing the initial construction phases are out-of-date, the guiding principles and procedures are still applicable to the ongoing implementation of the Agreement.

Section 3. Scope of Work of the 1990 Agreement is amended to add a new paragraph as follows:

The scope of this agreement shall also include mutually beneficial costs and work associated with the Facilities. This includes all work necessary to maintain reliable customer service at the lowest overall life-cycle cost of the Facilities, in accordance with industry best practices.

Section 6. Sharing of Costs of the 1990 Agreement is amended to add a new paragraph as follows:

Bellevue shall be responsible for paying all mutually beneficial costs associated with Amendment No. 1, for which Bellevue shall receive reimbursement from Redmond of forty-four percent (44%) of that amount. Costs include, but are not limited to Land, Asset Management, Engineering and Construction costs listed above, and other work associated with the Facilities, including labor, materials, administration, taxes, permits, fees, and other costs necessary to achieve the purpose of the agreement and Amendment No. 1.

Section 7. Method of Payment of the 1990 Agreement is deleted in its entirety and replaced with the following:

Bellevue will prepare and forward a monthly invoice to Redmond for its share of costs for the normal operation and maintenance activities covered in Section 9 and for implementation of capital improvements covered in Section 10 for the Facilities, together with a copy of all bills/invoices received by Bellevue from its consultants, contractors, and other third parties for costs identified for reimbursement. Redmond shall pay such costs within sixty (60) days of receipt of invoice from Bellevue. Redmond shall provide Bellevue with an accounting of its costs chargeable to the Project and Bellevue shall pay or offset such allowable expenses within sixty (60) days of receipt thereof. If either Redmond or Bellevue fails to make full invoice payment within said sixty (60) days, then penalty interest shall accrue on the unpaid amount at one (1) percent per month. Bellevue and Redmond shall account for such penalty interest and include the interest amount on the following monthly invoice.

Section 9. Operation and Maintenance of the 1990 Agreement is modified to delete the last paragraph of Section 9 and replace with the following:

Redmond shall remit invoice payment to Bellevue within sixty (60) days after receipt of invoice. If Redmond fails to make full invoice payment within said sixty (60) days, then penalty interest shall accrue on the unpaid amount at one (1) percent per month.

Section 10. Pump Station Change of the 1990 Agreement is hereby deleted in its entirety and replaced with the following:

10. Asset Management, Rehabilitation, and Replacement of the Facilities

Bellevue shall take proactive measures to maintain reliable customer service, optimize operational efficiency, adapt to changes in technology, and conform to current codes and standards by identifying, planning, designing, and constructing capital improvements. Bellevue shall be responsible for providing and procuring the necessary personnel,

consultant services, and contractors associated with the implementation of capital improvements that fall outside of normal operations and maintenance activities covered in Section 9. Capital improvement projects may include, but are not limited to, the following elements: specialized inspections, condition assessments, preliminary planning and engineering, performance analyses and audits, design, public outreach, permitting, seismic retrofits, construction, and construction administration. All consultant and contractor agreements shall be processed in accordance with Washington State statutes and Bellevue's purchasing and procurement procedures and policies.

Bellevue may initiate a joint capital improvement project by submitting a project notice to Redmond that includes a purpose or need statement, joint benefit description, proposed scope of work, schedule, budget, and an overview of any anticipated future phases of the project that may follow the initial work. A project with an initial work budget such that each city's respective share is less than the approval limits delegated to each of the signatories of this Amendment No. 1 may be authorized by written approval of Bellevue's Deputy City Manager and Redmond's Mayor or their designees.

Projects that require approval of the legislative body of either city shall be authorized by a written Project Agreement. The Project Agreement shall include a purpose or need statement, joint benefit description, proposed scope, schedule, budget, and an overview of any anticipated future phases of the project that may follow the initial work. The Project Agreement shall include procedures for each city's review and approval of the scoped tasks, including, but not limited to, the development of construction plans, specifications, and estimates, performance of inspections, and the final acceptance of said capital improvement project. The Project Agreement will also provide for procedures to modify scope of work, budget, schedule, and any other provisions deemed necessary by either city.

The cities agree that nothing in this Amendment No. 1 or the 1990 Agreement shall limit either party's right to initiate a capital project to add capacity to the Facilities in response to changes in applicable land use plans or zoning in the service area. The cities will follow the regular procedures described above to authorize improvement projects necessary for the sole purpose of increasing Facility capacity. At that time, the parties will amend the agreement to reallocate cost based on their proportional share.

In the case of emergencies that damage or otherwise cause immediate impact to the functionality of the Facilities, such as natural disaster (earthquake, flood, volcanic eruption, etc.), sabotage, terrorism, fire, equipment failure, or other adverse event, Bellevue shall take measures necessary to restore reliable operations. As soon as possible, engineering and maintenance staff from both cities shall work together and take such measures as are deemed necessary for repair, rehabilitation, and/or replacement to reestablish service to customers. Bellevue shall make reasonable efforts to obtain timely approval from Redmond for emergency costs, including, but not limited to, labor, materials, evaluations, repair, mitigation, taxes, and additional operations and maintenance. Redmond agrees not to unreasonably withhold such approval.

Non-emergency replacement and repair projects should generally be planned at least two years ahead and coordinated between the cities so that the project can be properly budgeted in the respective city budgets. Payment for projects shall be in accordance with Section 7 of this agreement and shall include all applicable costs. The cities may mutually elect to amend this agreement at any time to reapportion interests and/or costs associated with the Facilities.

Except as modified by this Amendment No. 1, the 1990 Agreement remains in full force and effect.

HEREBY AGREED TO AND ACCEPTED on this the ____ day of _____, 2021.

CITY OF BELLEVUE

CITY OF REDMOND

By: _____
Nathan McCommon, Deputy City Manager

By: _____
Angela Birney, Mayor

Approved as to form:

Approved as to form:

By: _____
Brian Wendt, Assistant City Attorney

By: _____
James E. Haney, City Attorney

Attachment B

FILED NO. 15182
 CITY OF BELLEVUE
 DATE 9/28/90
 DEPUTY CITY CLERK
Shawn Mass

ORIGINAL

65. 5227

AGREEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF
 JOINT-USE WATER STORAGE AND PUMPING FACILITY

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act Chapter 39.34 RCW, by and between the City of Bellevue (hereinafter called "Bellevue"), and the City of Redmond (hereinafter called "Redmond"), both municipal corporations of the State of Washington.

WHEREAS, each of the parties has a present and future need for water storage which, if a joint-use storage and pump facility is not constructed would require construction of separate storage and pumping facilities by each party; and

WHEREAS, Bellevue and Redmond desire to work cooperatively in the construction, operation and maintenance of joint-use water storage facilities because of the opportunity for reduced costs and reduced adverse environmental impacts as compared to the construction of separate water storage and pumping facilities, now, therefore,

In consideration of the mutual covenants contained herein, the parties agree to participate in the construction, operation and maintenance of joint-use water storage and pump station facilities pursuant to the following terms and conditions:

1. Purpose

This Agreement is intended to set forth the terms and conditions upon which Bellevue and Redmond agree to cooperate for the purpose of the construction, operation and maintenance of the joint-use water storage and pumping facility.

2. Administration of Agreement

Bellevue shall be the lead agency charged with responsibility for administration of this Agreement. The specific responsibilities of the parties are set forth hereinafter.

3. Scope of Work

For the purpose of this agreement, the project shall include acquisition of site, construction engineering and construction work related to the water storage structure, pump station building, pumps, pipelines and other appurtenances associated with the storage and pump station facilities.

4. Land Procurement

Bellevue has acquired real property at 4075 148th Avenue NE for the construction of the water reservoir and pump station mentioned herein. Redmond shall share in the cost of such acquisition. Redmond shall pay Bellevue 44% of the cost of said property within 45 days of receipt of invoice from Bellevue for acquisition of the property by Bellevue, in consideration of conveyance of a 44% undivided interest in the real property as provided in paragraph 8 below.

5. Construction

The City of Bellevue shall take all necessary steps to provide for the construction, including construction administration and inspection, of the reservoir and pump station, subject to written approval of the design, plans and specification, and construction by the City of Redmond in accordance with this Agreement; Redmond agrees not to unreasonably withhold such approval.

Bellevue has previously furnished Redmond with the plans and specifications for review and approval by Redmond at three stages in the final design. The first stage was when the final design was fifty percent (50%) complete, the second stage was when the final design was ninety percent (90%) complete, and the third stage was when the final design was one hundred percent (100%) complete. Each stage was approved by Redmond.

Bellevue shall be the contracting "owner" with the contractor and shall be responsible for all phases of the construction and completion of the reservoir and pump station in accordance with the approved plans. Bellevue shall coordinate and keep Redmond informed of the contractor's progress during construction. Upon completion of the work in accordance with the approved plans and the satisfactory testing of the reservoir and pump station, Bellevue shall notify Redmond of the date and time of the final construction inspection. Such notice shall be furnished to Redmond in writing, two weeks before the date of final construction inspection. Redmond personnel may accompany the Bellevue personnel on final inspection for purposes of creating a final checklist (punchlist) for the construction contractor to complete. Upon satisfactory completion by the contractor of the checklist (final punch list), Redmond shall furnish its written approval of the construction to Bellevue. Bellevue's acceptance of the work shall be by Motion by the Bellevue City Council. A copy of such Motion shall be furnished to Redmond.

Bellevue shall furnish Redmond with a copy of the advertisements for bids and shall make available bids received for review by Redmond. Bellevue shall recommend the award of a contract to the bidder regarded by Bellevue as the lowest and best bidder. Bellevue shall provide Redmond with a copy of the contract and notice to proceed and approval thereof by Bellevue.

6. Sharing of Costs

The Bellevue Parks Department shall contribute \$150,000 to this project to offset increased construction cost to locate the reservoir on the north parcel of land versus the land fronting NE 40th. The remaining costs shall be shared between Bellevue and Redmond.

Bellevue shall be responsible for paying all of the costs of; land procurement, construction of the reservoir and pump station for which it shall receive reimbursement from Redmond of forty four (44%) percent of that amount (minus the \$150,000 received from Bellevue Parks Department). Redmond's estimated share of the cost is \$1,650,000.00. A copy of the current cost estimate of \$3,750,000.00 dated December 1989 is attached for reference. Both Bellevue and Redmond shall maintain separate accounting of its costs associated with the construction of the pump stations. The effective starting date for such accounting for the purposes of cost sharing shall be the date of bid advertisement.

An itemization of the costs for the purposes of calculating the shared cost amounts between Bellevue and Redmond associated with the construction of the reservoir and pump station, consist of the following items:

- o Total Consultant fees for labor and expenses for construction administration assistance, startup assistance, construction management, construction inspection and/or other directly related assistance as may be required during the construction period for the reservoir and pump station, shall be shared costs.
- o Total construction costs including approved change order extras for the reservoir and pump station shall be shared costs.
- o Total labor and expenses incurred after the bid advertisement date by both Bellevue and Redmond associated with construction review, inspection, and administration shall be shared costs.
- o Cost of Land

Any future LID assessments to the reservoir and pump station property located at 4075 148th Avenue NE shall be borne by each of the parties in the same percentages as aforementioned.

7. Method of Payment

Bellevue will prepare and forward a monthly invoice to Redmond for its share of costs for construction of the reservoir and pump station, together with a copy of the bills/invoices received by Bellevue from its consultants, contractors, and other third parties for costs for construction for the Project. Redmond

shall pay such costs within forty-five (45) days of receipt of invoice from the City. Redmond shall provide Bellevue with an accounting of its costs chargeable to the Project and Bellevue shall pay or offset such allowable expenses within forty-five (45) days of receipt thereof. If Redmond fails to make full invoice payment within said forty-five (45) days, then penalty interest shall accrue on the unpaid amount at the daily Seattle First National Bank Prime Interest Rate in effect at such time. Bellevue shall account for such penalty interest and include the interest amount on the following monthly invoice.

8. Ownership and Rights

Bellevue shall obtain ownership of the reservoir and pump station along with all the piping and appurtenances. In consideration of Redmond's payment of 44% of the cost of the reservoir and pump station and the real property on which they are situated, Bellevue conveys and Redmond accepts a 44% interest in the property, reservoir and pump station, and all piping and appurtenances. Bellevue shall provide a statutory warranty deed, bill of sale, and all other documents required to evidence conveyance of title to Redmond.

9. Operation and Maintenance

Bellevue shall be responsible for providing necessary personnel, material and supplies, for the proper operation and maintenance of the reservoir and pump station after they are put into service. The operation and maintenance of the reservoir and pump station shall include, but not be limited to the following: Weekly site visits by maintenance staff, test, repair, replacement or overhauling of any pump, motor, pipeline valve, or telemetry component, normal record keeping, maintaining grounds on the site, periodic draw downs of reservoir for inspection, inspection and routine maintenance of system components as recommended by manufacturers, reservoir and pump station painting, meter calibrations and operations of reservoir and pump station in conjunction with flow monitoring. The costs for providing the proper operation and maintenance shall be shared by the parties in accordance with the aforementioned percentages; provided any scheduled maintenance shall not exceed \$5,000, unless Redmond has consented to and approved in writing such maintenance item. In addition, the cost of electrical energy required to operate the reservoir and pump station shall be borne in the aforementioned percentages by Bellevue and Redmond.

Bellevue shall maintain a separate labor work order number for operation and maintenance of the reservoir and pump station to record all Bellevue staff work on the reservoir.

Bellevue will prepare and forward a monthly invoice to Redmond, together with a copy of the current electric bill and copies of any charges by third parties associated with operation and maintenance for the period for which Redmond is invoiced.

Redmond shall remit invoice payment to Bellevue within forty-five (45) days after receipt of invoice. If Redmond fails to make full invoice payment within said forty-five (45) days, then penalty interest shall accrue on the unpaid amount at the daily Seattle First National Bank Prime Interest Rate in effect at such time. Bellevue shall account for such penalty interest and include the interest amount on the following monthly invoice.

10. Pump Station Change

Bellevue or Redmond may change the pump size in the pump station as reasonably required subject to the prior approval of the other party which shall not be unreasonably withheld. The terms of such changes shall be negotiated between Bellevue and Redmond at such time as pump station change becomes necessary.

11. Salvage

Should the useful life of either the reservoir or pump station become obsolete, and salvage operations become desirable for whatever reason, Bellevue or Redmond shall make proposal of said disposition to the other party, and obtain written acceptance of this proposal from other party before conducting salvage operations. The costs and benefits of a salvage operation to either of the reservoir or pump station including the land shall be shared in the aforementioned percentages.

12. Indemnity

Bellevue agrees to defend, save harmless, and indemnify Redmond from and against any and all claims and demands for injury or death to persons and/or damage to property arising out of the operation and maintenance of the reservoir and pump station by Bellevue except as may be caused by the acts and negligence of Redmond, its agents, servants, or employees, or through acts of nature.

Bellevue agrees to defend, save harmless, and indemnify Redmond from and against any and all claims for injury or death to persons and for damage to property arising out of the construction of the reservoir and pump station except as may be caused by the acts and negligence of Redmond, its agents, servants, or employees, or through acts of nature.

Bellevue's consultant shall be required to maintain professional liability insurance with limits of not less than \$1,000,000.00 and have Redmond named as additional insured.

13. Assignability

This agreement shall be binding upon all successors and assignees of the parties, who must be public agencies.

14. Amendments

0091 2 5 932

Either party may request in writing the other party to consider an amendment to this Agreement. If the amendment is mutually acceptable to both parties said Agreement shall be made in writing, signed by both parties and attached to this Agreement.

15. Filing of Agreement

Pursuant to Chapter 39.34 RCW, a copy of this Agreement shall be filed with the Bellevue City Clerk, Redmond City Clerk, Records and Elections and the Secretary of State.

Dated this 28th day of September, 1990.
1988.

CITY OF BELLEVUE

CITY OF REDMOND

By *Phillip Kushlan*
 Phillip Kushlan, City Manager

By *Doreen Marchione*
 Doreen Marchione, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By *Richard Kirkby*
 Richard Kirkby
 Assistant City Attorney

By *Larry C. Martin*
 Larry C. Martin
 City Attorney

WJ/llm
 D8/89-0186

EXHIBIT A

CONSTRUCTION COST ESTIMATE
December 89City of Bellevue/City of Redmond
NE 40th Reservoir and Pump Station

| | | | |
|----|---|---|-------------|
| 1) | Land Costs | - | \$ 344,137 |
| 2) | Construction Engineering | | |
| | I - Consultant Services (JMM) | - | \$ 270,000 |
| | II - Cities Staff Admin. | - | \$ 40,000 |
| 3) | Construction Cost (Based on ENR Index (Seattle) of 4748) | - | \$3,095,863 |
| | TOTAL ESTIMATED CONSTRUCTION COST | - | \$3,750,000 |
| | BELLEVUE'S SHARE (55%) | - | \$2,100,000 |
| | REDMOND'S SHARE (44%) | - | \$1,650,000 |

D11/90-0298



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-628

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|--------------|--------------|
| Executive | Malisa Files | 425-556-2166 |
|-----------|--------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|---------------|-----------------------------|
| Public Works | Jeff Thompson | Senior Engineer |
| Public Works | Steve Hitch | Engineering Supervisor |
| Public Works | Andy Rheume | Interim Engineering Manager |

TITLE:

Wastewater Collection Facilities Interlocal Agreement Between the City of Bellevue and the City of Redmond

OVERVIEW STATEMENT:

The City of Redmond and City of Bellevue have wastewater collection systems that are interconnected in various places due to geography and historical development patterns. The two cities have entered into various agreements over the years to coordinate operation and maintenance of these systems, rules for connecting customers to each other's systems, billing of customers, and shared costs where appropriate.

The two cities have been working for several years to bring all prior wastewater agreements into a single agreement that addresses the issues from prior agreements and to update how costs per customer are shared. The cities currently pay each other a flat fee of \$0.12 per month per customer. This agreement increases that fee to \$0.99 per month per customer, with future adjustments for inflation.

A prior version of this agreement was approved by Redmond's Council on October 3, 2017, but due to City of Bellevue staff turnover the agreement was never approved by Bellevue's Council. While the monthly customer charge remained \$0.99 per month, the new Bellevue staff required some minor changes. This revised version of the agreement was approved by Bellevue's Council on September 7, 2021.

☒ **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:

The cost of operating and maintaining the wastewater system in each City will be more accurately apportioned to customers served by each City. The Cities will be in agreement about how new customers should connect to each city's wastewater system.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The City of Redmond will receive additional funds (~\$14,000/year) from the City of Bellevue.

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

Budget Offer Number:

000278

Budget Priority:

Healthy and Sustainable

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 |
|-----------|------------------|------------------|
| 10/3/2017 | Business Meeting | Approve |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 2/1/2022 | Business Meeting | Approve |

Time Constraints:

This agreement does not take effect until each City Council approves and the City of Bellevue Council approved this agreement on September 7, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

The Council could choose not to approve the attached agreement. The City of Redmond would continue to get \$0.12 per month per connection instead of \$0.99 per month per connection, which gets updated for inflation each year. It would also be more difficult for residents along the Redmond-Bellevue border to connect to the other city's wastewater pipe if needed.

ATTACHMENTS:

Attachment A: Sewer Collection Facilities Interlocal Agreement Between the City of Bellevue and the City of Redmond



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-628

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|--------------|--------------|
| Executive | Malisa Files | 425-556-2166 |
|-----------|--------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|---------------|-----------------------------|
| Public Works | Jeff Thompson | Senior Engineer |
| Public Works | Steve Hitch | Engineering Supervisor |
| Public Works | Andy Rheume | Interim Engineering Manager |

TITLE:

Wastewater Collection Facilities Interlocal Agreement Between the City of Bellevue and the City of Redmond

OVERVIEW STATEMENT:

The City of Redmond and City of Bellevue have wastewater collection systems that are interconnected in various places due to geography and historical development patterns. The two cities have entered into various agreements over the years to coordinate operation and maintenance of these systems, rules for connecting customers to each other's systems, billing of customers, and shared costs where appropriate.

The two cities have been working for several years to bring all prior wastewater agreements into a single agreement that addresses the issues from prior agreements and to update how costs per customer are shared. The cities currently pay each other a flat fee of \$0.12 per month per customer. This agreement increases that fee to \$0.99 per month per customer, with future adjustments for inflation.

A prior version of this agreement was approved by Redmond's Council on October 3, 2017, but due to City of Bellevue staff turnover the agreement was never approved by Bellevue's Council. While the monthly customer charge remained \$0.99 per month, the new Bellevue staff required some minor changes. This revised version of the agreement was approved by Bellevue's Council on September 7, 2021.

☒ **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:

The cost of operating and maintaining the wastewater system in each City will be more accurately apportioned to customers served by each City. The Cities will be in agreement about how new customers should connect to each city's wastewater system.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The City of Redmond will receive additional funds (~\$14,000/year) from the City of Bellevue.

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

Budget Offer Number:

000278

Budget Priority:

Healthy and Sustainable

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 |
|-----------|------------------|------------------|
| 10/3/2017 | Business Meeting | Approve |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 2/1/2022 | Business Meeting | Approve |

Time Constraints:

This agreement does not take effect until each City Council approves and the City of Bellevue Council approved this agreement on September 7, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

The Council could choose not to approve the attached agreement. The City of Redmond would continue to get \$0.12 per month per connection instead of \$0.99 per month per connection, which gets updated for inflation each year. It would also be more difficult for residents along the Redmond-Bellevue border to connect to the other city's wastewater pipe if needed.

ATTACHMENTS:

Attachment A: Sewer Collection Facilities Interlocal Agreement Between the City of Bellevue and the City of Redmond

**SEWER COLLECTION FACILITIES INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLEVUE
AND THE CITY OF REDMOND**

This Interlocal Agreement is made and entered into by and between the City of Bellevue, hereinafter referred to as “Bellevue,” a municipal corporation of the State of Washington, and the City of Redmond, hereinafter referred to as “Redmond,” a municipal corporation of the State of Washington.

WHEREAS, there currently exists a Joint Use And Transfer Of Facilities Agreement dated February 23, 1968 (1968 Agreement) between the Lake Hills Sewer District and Redmond, providing for the transfer of ownership of certain facilities and operation of joint use sewer facilities within the service areas specified in said agreement; and

WHEREAS, there currently exists Addendum No. 1 to the 1968 Agreement dated May 13, 1971 (1971 Agreement) between Lake Hills Sewer District and Redmond that amended the 1968 Agreement, providing an additional joint use facility; and

WHEREAS, Bellevue assumed the Lake Hills Sewer District in 1975 and is the successor to the 1968 and the 1971 Agreements; and

WHEREAS, there currently exists a Sanitary Sewer Service Agreement-Plat of Wethersfield South dated November 15, 1981 (1981 Agreement) between Redmond and Bellevue, providing for an area of Bellevue to connect to the Redmond system for conveyance of sewage flows and for payments to Redmond pursuant to the 1968 Agreement; and

WHEREAS, there currently exists an Interlocal Sewer Service Agreement for the Plat of Sheffield Greens, Division 3 dated April 7, 1986 (1986 Agreement) between Redmond and Bellevue, providing for an area of Bellevue to connect to the Redmond system for conveyance of sewage flows and for payments to Redmond at a fixed rate; and

WHEREAS, there currently exists an Interlocal Sewer Service Agreement for the Plats of Sheffield Place and Interlake Court dated April 2, 1997 (1997 Agreement) between Redmond and Bellevue, providing for an area of Redmond to connect to the Bellevue system and an area of Bellevue to connect to the Redmond system for conveyance of sewage flows if capacity is available and for payments to each city at a fixed rate; and

WHEREAS, there currently exists an Interlocal Sewer Service Agreement for the Reilly Short Plat dated September 18, 2000 (2000 Agreement) between Redmond and Bellevue, providing for an area of Redmond to connect to the Bellevue system for conveyance of sewage flows and for payments to Bellevue at a fixed rate; and

WHEREAS, portions of the joint use facilities identified in the 1968 Agreement have been abandoned and sewage is routed through other facilities that need to be identified as joint use facilities; and

WHEREAS, Redmond completed construction of a new trunk sewer in Bellevue-Redmond Road from Redmond's existing trunk sewer in Bellevue-Redmond Road east of 148th Avenue NE to the existing King County Interceptor at NE 16th Place, and Redmond has disconnected its existing trunk sewer from Bellevue's existing Bellevue-Redmond Road Trunk, which is identified as the General Facility in the 1971 Agreement; and

WHEREAS, there are properties in Redmond that are currently being served and billed directly by Bellevue and it is in the interest of both cities to provide service to properties within the respective jurisdictions; and

WHEREAS, the 1968 Agreement provides in subsection 2.E(1) that maintenance and operation costs shall be \$0.12 cents per month for each customer or equivalent and that the rate is subject to adjustment every 5 years, however, the rate has never been adjusted; and

WHEREAS some of the subsequent agreements refer to the 1968 Agreement for operation costs, and some of the subsequent agreements have a \$0.12 cent charge like the 1968 Agreement, and the Parties agree that for consistency, predictability, and administrative ease, the rate should be adjusted and that the agreements require a single and consistent rate; and

WHEREAS, the adjusted cost needed to cover recent, actual gravity sewer maintenance costs in 2020 was \$0.99 cents per month for each customer or equivalent; and

WHEREAS, it is in the interests of the public served by both Bellevue and Redmond to amend various terms of said agreements;

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE.

The purpose of this Interlocal Agreement is to replace all of the existing Interlocal Agreements between Redmond and Bellevue regarding sewage transmission. This Agreement establishes service areas, joint use facilities used for sewage transmission, rates for operation and maintenance, liability provisions, and dispute resolution provisions.

2. GENERAL PROVISIONS.

A. Service Area.

Redmond and Bellevue hereby establish their common service area boundary to be their respective city limits. Each city shall be the direct provider of sewer service within its service area.

B. King County.

King County shall refer to King County Department of Natural Resources and Parks, Wastewater Treatment Division (formerly the Municipality of Metropolitan Seattle or “Metro”), hereinafter “KCWTD”.

C. Transfer of Accounts.

Bellevue is currently providing sewer service to properties which are located within Redmond’s service area. Bellevue and Redmond shall work together in a timely manner to transfer these accounts from Bellevue to Redmond.

D. Customers Defined.

A City of Bellevue Customer is defined as a customer receiving sanitary sewer service and whose real property is located within the boundaries of the City of Bellevue. A City of Redmond Customer is defined as a customer receiving sanitary sewer service and whose real property is located within the boundaries of the City of Redmond. “Customer” shall mean a single-family residence receiving sewer service and being invoiced by either of the Parties for sewer charges and said term shall likewise include the conversion of non-residential customers (i.e. commercial and other users, into residential customers or equivalents). “Non-residential customers” shall be converted to residential equivalents in the same manner as for KCWTD residential equivalents.

E. Customer Reporting.

Each December, Redmond will notify Bellevue in writing with the number of its customers or equivalents, and Bellevue will notify Redmond in writing with the number of its customers or equivalents, for the purposes of updating costs as prescribed in Section 4. Each city will identify a person to be notified of the customer counts.

3. FACILITIES

A. General.

Paragraphs 3B and 3C describe the facilities currently governed by this Agreement. Exhibit A shows a map of the facilities currently governed by this Agreement. New Joint Use Facilities may be added as provided in Section 10.

B. General Joint Use Facilities.

General Joint Use Facilities are defined as sewer pipes, manholes and pump stations that convey sewage from both cities, and the sewage volume contributed to these facilities by the city which does not have ownership responsibility for them is sufficient to require a larger facility than would have been required if that city’s sewage volume were removed. The following are the General Joint Use Facilities:

Redmond Owned:

- (1) GENRED-A - 172nd Avenue NE trunk sewer, between KCWTD manhole on West Lake Sammamish Parkway (Highway 901) and center line of NE 40th Street.

- (2) GENRED-B - North Area (Ardmore) trunk facility from Manhole A-7 to Manhole T-16 (Redmond Manhole 4H3SMH864 to 4H1SMH897).
- (3) GENRED-C - Sherwood Elementary (NE 24th Street) trunk line.

Bellevue Owned:

- (1) None

C. Local Joint Use Facilities.

Local Joint Use Facilities are defined as sewer pipes and manholes that convey sewage from both cities, where the sewage volume contributed to these facilities by the city which does not have ownership responsibility for them is small enough that it does not require a larger facility than would be required if that city's sewage volume were removed. The following are the Local Joint Use Facilities currently governed by this Agreement.

Redmond Owned:

- (1) RED-A - That portion of Redmond's sewer system downstream of Bellevue's Sheffield Place and Sheffield Greens Division 3 to its connection to the King County interceptor in Redmond Way.
- (2) RED-B - That portion of Redmond's sewer system downstream of Bellevue's Wethersfield South to its connection to the King County trunk line in NE 24th Street.
- (3) RED-C1 - That portion of Redmond's sewer system in 182nd Avenue NE (Tam-O-Shanter Boulevard) from NE 20th Street (city limits) to NE 24th Street and tributary to the sewer identified as RED-C2 in (6) below.
- (4) RED-C1a - That portion of Redmond's sewer system in 183rd Avenue NE/NE 21st Street (Tam-O-Shanter Circle NE) from NE 20th Street (city limits) to 182nd Avenue NE and tributary to the sewer identified as RED-C1 in (3) above.
- (5) RED-C1b - That portion of Redmond's sewer system downstream of Bellevue's Wethersfield South and tributary to the sewer identified as RED-C1 in (3) above.
- (6) RED-C2 - That portion of Redmond's sewer system in Braeburn from NE 24th Street to the abandoned Braeburn Lift Station and tributary to the sewer identified as RED-C3 in (7) below.
- (7) RED-C3 - That portion of Redmond's sewer system beginning at the abandoned Braeburn Lift Station, then northerly through easement to NE 28th Street, then north on 183rd Avenue NE, then northeasterly through easement and private road tract to West Lake Sammamish Parkway (WLSP), then southeasterly in WLSP and northeasterly through easement to the Lake Sammamish lake front sewer line identified as RED-C4 in (8) below.
- (8) RED-C4 - The Lake Sammamish lake front sewer from the sewer identified in (7) above to Pump Station 3 and tributary to the sewer identified as RED-C5 in (9) below.
- (9) RED-C5 - Redmond Pump Station 3 and the force main from Pump Station 3 to its connection to the King County interceptor in NE 34th Street.

Bellevue Owned:

- (1) BEL-A - That portion of Bellevue's sewer system in 156th Avenue NE, NE 24th Street, and Bellevue-Redmond Road beginning at the intersection of Bellevue-Redmond Road and 156th Avenue NE, then south to NE 24th Street, then west to Bellevue-Redmond Road, then southerly and westerly in Bellevue-Redmond Road to its connection to the King County Interceptor at NE 16th Place. (A portion of this line was a General Joint Use Facility in the 1971 Agreement before Redmond built its own pipe in Bellevue-Redmond Road).
- (2) BEL-B - That portion of Bellevue's sewer system in 172nd Avenue NE beginning at NE 30th Place, then north in 172nd Avenue to its connection to the 172nd Avenue NE General Joint Use Facility in 172nd Avenue NE.
- (3) BEL-C - That portion of Bellevue's sewer system in 172nd Avenue NE beginning at NE 28th Street, then north in 172nd Avenue to NE 30th Street, then east to its connection to the Ardmore General Joint Use Facility in 172nd Court NE.
- (4) BEL-D - That portion of Bellevue sewer system downstream of Redmond's connection of Interlake Court.

D. Direct Connection to Local Joint Use Facilities.

Redmond shall coordinate direct connections of Redmond customers to Bellevue Local Joint Use Facilities and Bellevue shall administratively review the proposed methods and materials of the connection and inspect the construction work. Redmond shall issue the side sewer permits for such connections and shall collect Redmond connection fees. Redmond's customer shall obtain Bellevue Street Use Permits as necessary.

4. Routine Maintenance and Operation Costs, Power Costs and Supplies.

Maintenance and Operation Costs shall mean the cost of operating and maintaining the sewer line and manholes. These costs include cleaning/flushing and video inspecting. Each city shall provide all repairs, maintenance, and operation reasonably necessary for the Joint Use Facilities that it owns as identified above.

Starting in January 2020, the rate for all Joint Use Facilities that each city will pay the other (owner of the facilities) is \$0.99 per month per customer or equivalent. On January 1st of each year, the number of customers or equivalent shall be revised as prescribed in Section 2.D, and the rate per customer shall be inflation-adjusted by the prior year's Seattle-Tacoma-Bellevue December annual CPI-U, as published by the Federal Bureau of Labor Statistics, as listed on the website https://www.bls.gov/regions/west/wa_seattle_md.htm.

It is the intent of the parties that this rate and future adjustments reflect the true and accurate cost to maintain gravity sewers. The parties agree to revisit costs every ten years, unless they agree to revisit the matter sooner, to ensure inflation keeps pace with actual costs.

5. **Asset Management, Rehabilitation, and Replacement of the Joint Use Facilities.**

This Agreement contemplates the need for the Parties to incur costs for capital improvements to the Joint Use Facilities. This section is intended to explain how costs will be allocated between the parties for said capital improvements and other costs not included in Section 4.

A. **Local Joint Use Facilities:**

All repair and replacement costs for Local Joint Use Facilities shall be paid solely by the city owning the Facilities.

B. **General Joint Use Facilities:**

1. *Authorized Costs:* Authorized repair and replacement costs for General Joint Use Facility projects include, but are not limited to: contract construction cost, including engineering, overhead, legal, sales tax, easement or franchise cost acquisition, interest cost during construction, attributable to the construction of the facility described and shall likewise include total cost of all labor, material and equipment in connection therewith. Capital improvement projects may include, but are not limited to, the following elements: specialized inspections, condition assessments, preliminary planning and engineering, performance analyses and audits, design, public outreach, permitting, seismic retrofits, construction, and construction administration.

The city owning the General Joint Use Facilities shall be responsible for the effective management of the Facilities and shall take proactive measures to maintain reliable customer service, optimize operational efficiency, adapt to changes in technology, and conform to current codes and standards by identifying, planning, designing, and constructing capital improvements.

All consultant and contractor agreements shall be processed in accordance with Washington State statutes and each city's purchasing and procurement procedures and policies.

2. *Allocation of Costs:* Authorized project costs shall be apportioned between the cities based on the ratio of customers and customer equivalents tributary to the General Joint Use Facility being repaired or replaced, except in case of land use or zoning changes. If replacement is necessary to add capacity due to an upstream land use or zoning change, then the cities shall execute a separate construction cost-sharing agreement to equitably apportion costs.
3. *Invoicing for Costs:* The city doing the replacement or repair shall invoice the other city for the work on the project in accordance with that city's normal invoicing procedures. Payment for projects shall include all applicable costs and shall occur within sixty (60) days. If either city fails to make full invoice payment within said sixty (60) days, then penalty interest shall accrue on the unpaid amount at one (1) percent per month. Bellevue and Redmond shall account for such penalty interest and include the interest amount on the following monthly invoice.

4. *Scheduling non-emergency improvements:* Non-emergency replacement and repair projects should be planned at least two (2) years before project initiation and coordinated between the cities so that the project can be properly budgeted in respective city budgets. Both Parties must agree to the improvement, and any approval from the other party shall not be unreasonably withheld.
 - a. The city owning the General Joint Use Facilities shall initiate a joint capital improvement project by submitting a project notice to the other city that includes a purpose or need statement, joint benefit description, proposed scope of work, schedule, budget, and an overview of any anticipated future phases of the project that may follow the initial work.
 - b. A project with an initial work budget such that each city's respective share is less than the approval limits delegated to each of the signatories of this Agreement may be authorized by written approval of said signatories or their designees.
 - c. Projects with an initial work budget such that either city's respective share exceeds said approval limits and projects that consist of a subsequent phase of work that causes either city's total project costs to exceed said approval limits, shall be authorized by a written Project Agreement and inclusion in each city's capital improvement program and budget. The Project Agreement shall include a purpose or need statement, joint benefit description, proposed scope, schedule, budget, and an overview of any anticipated future phases of the project that may follow the initial work. The Project Agreement shall include procedures for each city's review and approval of the scoped tasks, including, but not limited to, the development of construction plans, specifications, and estimates, performance of inspections, and the final acceptance of said capital improvement project. The Project Agreement will also provide for procedures to modify scope of work, budget, schedule, and any other provisions deemed necessary by either city.
5. *Emergency improvements:* In the case of emergencies, as defined in RCW 39.04.280 (as enacted or hereafter amended), the city owning the General Joint Use Facilities shall be responsible for providing and procuring the necessary measures to immediately stabilize the situation. As possible, both Bellevue and Redmond shall declare that an emergency exists and engineering and maintenance staff from both cities shall work together and take such measures as deemed necessary for repair, rehabilitation, and/or replacement to reestablish service to customers in accordance with the terms of the declaration of emergency. The city owning the General Joint Use Facilities shall make reasonable efforts to obtain timely approval from the other city for emergency costs, including, but not limited to, labor, materials, evaluations, repair, mitigation, taxes, and additional operations and maintenance. Each city agrees not to unreasonably withhold such approval. Once the emergency has been stabilized the regular procedures described above shall be followed.

6. Land Use and Customer Density Changes.

Legislative Powers Preserved: This Interlocal Agreement is based on land use plans and existing zoning in place as of 2021. Redmond and Bellevue agree that nothing in this Agreement shall limit either Party's right to change applicable land use plans or zoning in the areas served by General and/or Local Joint Use Facilities.

Notice: In the event Redmond or Bellevue proposes to change the allowable density or type of development in areas tributary to any General and/or Local Joint Use Facility, the Party proposing the change shall notify the other Party as early as possible, and the Parties will evaluate impacts to the Joint Use Facilities. The notification shall include a purpose or need statement, joint benefit description, proposed scope, schedule, budget, and an overview of any anticipated future phases of the project that may follow the initial work. The Parties shall agree on evaluation criteria and assumptions in accordance with the Washington State Department of Ecology Criteria for Sewage Works Design (as enacted or hereafter amended) and Redmond and Bellevue standards and specifications (as enacted or hereafter amended).

Local Joint Use Facilities: For each applicable Local Joint Use Facility, the evaluation shall include a determination of whether the facility would require additional downstream capacity resulting from the land use or zoning change. If the city initiating the land use change owns the impacted Local Joint Use Facility, then that city will be responsible for capacity improvements to its facility, if needed. If the city initiating the land use change does not own the facility, then:

- If no capacity impacts are anticipated, the facility remains a Local Joint Use Facility, and no further action is needed.
- If the additional density requires additional future capacity, the facility becomes a General Joint Use Facility (see next paragraph), and this agreement shall be amended to revise facilities listed in sections 3.B and 3.C.

General Joint Use Facilities: For each General Joint Use Facility, the evaluation shall determine the magnitude and timing of anticipated impacts, and whether additional capacity will be necessary. If additional capacity is not required, then no further action is needed. If additional capacity is required, then the Facility shall be replaced as described in Section 5.

7. Liability/Hold Harmless.

- A. Bellevue shall protect, defend, indemnify, and hold harmless Redmond, its officers, agents, and employees, from and against any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising from or in connection with or related to, directly or indirectly, the performance of this Agreement; except to the extent such

claims arise from the sole or partial negligence, errors or omissions, or intentional acts of Redmond, its officers, agents, and employees.

Bellevue agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. With respect to the performance of this Agreement and as to claims against Redmond, its officers, agents, and employees, Bellevue expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to defend, indemnify, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Bellevue. This waiver has been mutually negotiated by the Parties.

To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Redmond, its agents, or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Bellevue, its officers, agents and employees.

- B. Redmond shall protect, defend, indemnify, and hold harmless Bellevue, its officers, agents, and employees, from and against any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising from or in connection with or related to, directly or indirectly, the performance of this Agreement; except to the extent such claims arise from the sole or partial negligence, errors or omissions, or intentional acts of Bellevue, its officers, agents, and employees.

Redmond agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. With respect to the performance of this Agreement and as to claims against Bellevue, its officers, agents, and employees, Redmond expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to defend, indemnify, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Redmond. This waiver has been mutually negotiated by the Parties.

To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Bellevue, its agents, or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Redmond, its officers, agents and employees.

- C. The provisions in this section shall survive the expiration or termination of this Agreement.

8. Dispute Resolution.

Each city representative designated under this Agreement shall use every reasonable effort to resolve any issue or dispute arising under this Agreement. In the event the city representatives are not able to resolve a dispute arising under this Agreement, the issue shall be referred to the Utilities Director or Public Works Director, or their designee, of each city for resolution. In the event that resolution is still not reached within sixty (60) days of such referral, both Directors or designees shall agree to the appointment of a mutually acceptable third party who shall meet with the Parties, hear argument and provide a written decision which shall be advisory and non-binding on the cities.

9. Status of Existing Agreements.

The agreements referenced in the recitals and identified below are superseded and rescinded by this Agreement:

- A. Joint Use and Transfer of Facilities Agreement (date 2/23/1968);
- B. Joint Use and Transfer of Facilities Agreement – Addendum No. 1 (date 5/13/1971);
- C. Sanitary Sewer Service Agreement – Plat of Wethersfield South (date 11/15/1981)
- D. Interlocal Sewer Service Agreement for the Plat of Sheffield Greens, Division 3 (date 4/7/1986)
- E. Interlocal Sewer Service Agreement for the Plats of Sheffield Place and Interlake Court (date 4/2/1997)
- F. Interlocal Sewer Service Agreement for the Reilly Short Plat (date 9/18/2000).

10. Modification of Agreement.

This Agreement may only be modified in writing and signed by authorized representatives of both cities. Additional Joint Use Facilities may be incorporated into this Agreement by a written agreement between Redmond's Mayor and Bellevue's City Manager. Each written agreement will become an Addendum to this Agreement.

11. Franchises and Easements.

Each of the Parties hereto agree to cooperate, reciprocally, in the granting and obtaining of easements and franchises as may be necessary for the construction of sewer lines and appurtenances within the boundaries of the other Party, the construction of said sewer lines being subject to the terms and conditions of this Agreement.

12. Payments Unconditional.

The payments required to be made pursuant to this Agreement shall be made regardless of any contingency or happening whatsoever, including the temporary interruption of services by any of the joint use facilities.

13. Books and Account.

Both Parties shall keep full and complete books of account, including but not limited to records of the number and nature of sewer customers and the user equivalent, and location of said customers within the respective city, expenses of maintenance and operation of the respective sewer collection systems, and in general, fully disclose the financial condition and operating results of each district. Such books of account will be open at all times to inspection by either of the Parties hereto or the duly authorized agents thereof.

14. Fees.

In the event a lawsuit is instituted to enforce this Agreement, the prevailing Party shall be entitled to all reasonable attorney's fees, engineering fees, and costs and expenses related to said action, and in addition to any other damages or other relief sought, obtained or granted by the court.

15. Severability.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which could be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

16. Notices.

All notices required under this Agreement shall be deemed sufficient if sent in writing by U.S. Mail or electronic mail. All notices shall be delivered to the following address or to any other additional addresses as may be specified from time to time by notice to either Party. Notices shall be deemed received on the next business day if sent electronically, or the next three (3) business days after the notice is placed in the U.S. Mail.

Bellevue: Utilities Director
 City Hall UT 5W
 PO Box 90012
 Bellevue, WA 98009-9012

Redmond Director of Public Works
 PO Box 97010, 2NPW
 Redmond WA 98073

17. Termination.

This Agreement shall remain in effect until terminated by either Party with one hundred and eighty (180) days prior written notice to the other Party. Upon termination, all property and equipment provided or acquired in performance of this Agreement, shall remain with the Party who owns the facility that was served by said property and/or equipment.

18. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes any and all prior negotiations, understandings, and agreements with respect hereto.

19. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute the same instrument.

20. Successors.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Bellevue and Redmond.

21. Administration.

This Agreement shall be administered jointly by the Bellevue Utility Director and the Redmond Director of Public Works.

22. Duration.

The term of this Agreement is perpetual unless terminated by the Parties in accordance with Section 17.

23. Effective Date.

This Agreement shall take effect on _____.

HEREBY AGREED TO AND ACCEPTED on this the ____ day of _____, 2021.

CITY OF BELLEVUE

CITY OF REDMOND

By: _____
Brad Miyake, City Manager

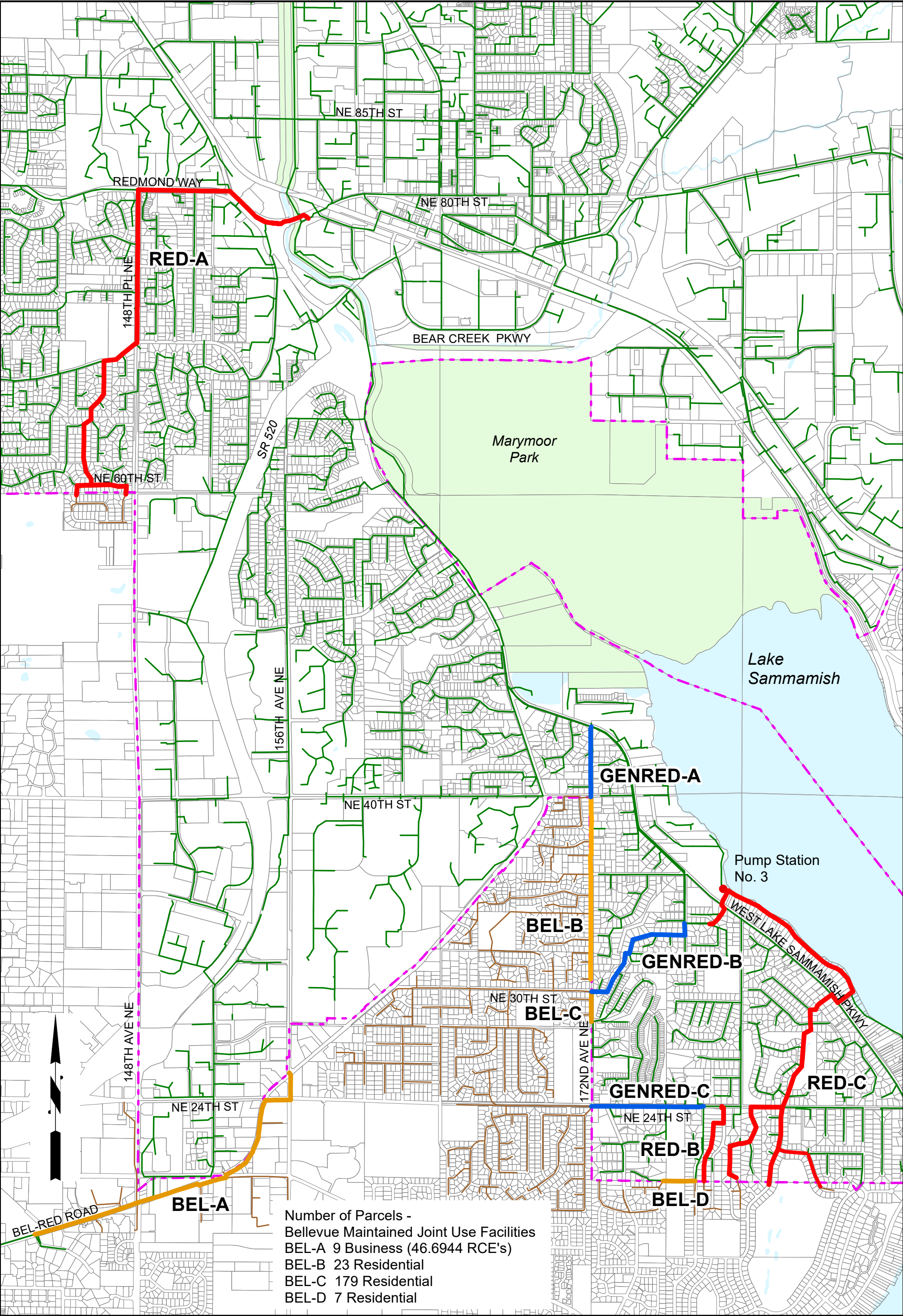
By: _____
Angela Birney, Mayor

Approved as to form:

Approved as to form:

By: _____
Brian Wendt, Assistant City Attorney

By: _____
James E. Haney, City Attorney





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-653

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|---------------|--------------|
| Public Works | Phil Williams | 425-556-2880 |
|--------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|-------------|---------------------------------|
| Public Works | Steve Hitch | Engineering Supervisor |
| Public Works | Steve Flude | Deputy Director of Public Works |

TITLE:

Authorize the Mayor to Sign Two Franchise Agreements with King County for City-Owned Water and Wastewater Infrastructure in King County Right-of-Way

OVERVIEW STATEMENT:

The City operates two separate water/wastewater utilities, one that serves the community inside city limits and one that serves the Novelty Hill area. Each utility owns water and wastewater facilities (including pipes, manholes, fire hydrants) that are located outside city limits within King County right-of-way. King County grants utility franchises to the City to authorize the use of County right-of-way for the placement and maintenance of utility facilities. The City has eight utility franchise agreements with King County of various durations, including three franchise agreements that expired in 2018.

The King County Council passed an ordinance to impose a new franchise fee on local water and wastewater purveyors to charge rent for use of King County right-of-way in 2016. This fee applies to all franchise utilities, including electricity, gas, communications, water, and wastewater (stormwater in King County right-of-way is owned and operated by King County). There was a legal challenge to the fees, which delayed implementation. The legal challenges have concluded, and King County is now imposing these fees.

City staff have been negotiating the terms of the franchise agreements and the amount of the franchise fee for several years. The franchise agreements have been consolidated into two agreements, the City Utility and Novelty Hill. The fee is based on the amount and value of King County right-of-way that is used by the City and Novelty Hill utilities. The City successfully negotiated lower fees that will not result in an increase in utility charges to customers at this time. The fees for the City utility are less than the fees for the Novelty Hill utility, due to the amount of King County right-of-way used by the Novelty Hill utility.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Water System Plan
General Wastewater Plan
- **Required:**
Revised Code of Washington 36.55.010 and King County Code 6.27 authorizes King County to grant franchises for use of King County road rights-of-way.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approval of these franchise agreements will allow the City to continue to operate its water and wastewater utilities within King County's rights-of-way.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
August 2020 and March 2022
- **Outreach Methods and Results:**
In 2020, the City website was updated and written notices were included with utility bills to Novelty Hill customers to let them know that the City anticipated that a \$5 per month increase was likely to be coming in 2021 due to the new King County franchise fee.

Following execution of the franchise agreements, staff intends to provide an update to Novelty Hill customers, explaining that no utility increase is required at this time as the City has successfully reduced the franchise fee.
- **Feedback Summary:**
The City received no inquiries from customers related to the 2020 utility billing notices.

BUDGET IMPACT:

Total Cost:

Execution of the franchise agreements will result in invoices for franchise fees retroactive to 2018:

| | <u>City of Redmond Utility</u> | <u>Novelty Hill Utility</u> |
|--------|--------------------------------|-----------------------------|
| 2018. | \$3,500 | \$20,560 |
| 2019. | \$3,840 | \$20,900 |
| 2020. | \$4,400 | \$21,400 |
| 2021. | \$4,630 | \$22,515 |
| Future | \$4,630 + CPI Adjustment | \$22,515 + CPI Adjustment |

Both utilities have adequate fund balances to pay the annual fees and the back charges for 2018-2021.

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

Budget Offer Number:

000211 and 000278

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

The franchise fee will be an ongoing annual expense to be included in the utility budgets.

Funding source(s):

City Water/Wastewater Operations

Novelty Hill Water/Wastewater Operations

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|-------------------|
| 7/14/2020 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 3/15/2022 | Business Meeting | Approve |

Time Constraints:

These agreements must be approved by the King County Council, with approval anticipated in the first quarter of 2022. The agreements will become effective upon execution by both parties.

ANTICIPATED RESULT IF NOT APPROVED:

If these utility franchise agreements are not approved, the City will no longer be able to use County right-of-way for water and wastewater utilities.

ATTACHMENTS:

Attachment A: City Water/Wastewater Utility King County Franchise Agreement

Attachment B: Novelty Hill Water/Wastewater Utility King County Franchise Agreement



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-653

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|---------------|--------------|
| Public Works | Phil Williams | 425-556-2880 |
|--------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|-------------|---------------------------------|
| Public Works | Steve Hitch | Engineering Supervisor |
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TITLE:

Authorize the Mayor to Sign Two Franchise Agreements with King County for City-Owned Water and Wastewater Infrastructure in King County Right-of-Way

OVERVIEW STATEMENT:

The City operates two separate water/wastewater utilities, one that serves the community inside city limits and one that serves the Novelty Hill area. Each utility owns water and wastewater facilities (including pipes, manholes, fire hydrants) that are located outside city limits within King County right-of-way. King County grants utility franchises to the City to authorize the use of County right-of-way for the placement and maintenance of utility facilities. The City has eight utility franchise agreements with King County of various durations, including three franchise agreements that expired in 2018.

The King County Council passed an ordinance to impose a new franchise fee on local water and wastewater purveyors to charge rent for use of King County right-of-way in 2016. This fee applies to all franchise utilities, including electricity, gas, communications, water, and wastewater (stormwater in King County right-of-way is owned and operated by King County). There was a legal challenge to the fees, which delayed implementation. The legal challenges have concluded, and King County is now imposing these fees.

City staff have been negotiating the terms of the franchise agreements and the amount of the franchise fee for several years. The franchise agreements have been consolidated into two agreements, the City Utility and Novelty Hill. The fee is based on the amount and value of King County right-of-way that is used by the City and Novelty Hill utilities. The City successfully negotiated lower fees that will not result in an increase in utility charges to customers at this time. The fees for the City utility are less than the fees for the Novelty Hill utility, due to the amount of King County right-of-way used by the Novelty Hill utility.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Water System Plan
General Wastewater Plan
- **Required:**
Revised Code of Washington 36.55.010 and King County Code 6.27 authorizes King County to grant franchises for use of King County road rights-of-way.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approval of these franchise agreements will allow the City to continue to operate its water and wastewater utilities within King County's rights-of-way.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
August 2020 and March 2022
- **Outreach Methods and Results:**
In 2020, the City website was updated and written notices were included with utility bills to Novelty Hill customers to let them know that the City anticipated that a \$5 per month increase was likely to be coming in 2021 due to the new King County franchise fee.

Following execution of the franchise agreements, staff intends to provide an update to Novelty Hill customers, explaining that no utility increase is required at this time as the City has successfully reduced the franchise fee.
- **Feedback Summary:**
The City received no inquiries from customers related to the 2020 utility billing notices.

BUDGET IMPACT:

Total Cost:

Execution of the franchise agreements will result in invoices for franchise fees retroactive to 2018:

| | <u>City of Redmond Utility</u> | <u>Novelty Hill Utility</u> |
|--------|--------------------------------|-----------------------------|
| 2018. | \$3,500 | \$20,560 |
| 2019. | \$3,840 | \$20,900 |
| 2020. | \$4,400 | \$21,400 |
| 2021. | \$4,630 | \$22,515 |
| Future | \$4,630 + CPI Adjustment | \$22,515 + CPI Adjustment |

Both utilities have adequate fund balances to pay the annual fees and the back charges for 2018-2021.

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

Budget Offer Number:

000211 and 000278

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

The franchise fee will be an ongoing annual expense to be included in the utility budgets.

Funding source(s):

City Water/Wastewater Operations

Novelty Hill Water/Wastewater Operations

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|-------------------|
| 7/14/2020 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 3/15/2022 | Business Meeting | Approve |

Time Constraints:

These agreements must be approved by the King County Council, with approval anticipated in the first quarter of 2022. The agreements will become effective upon execution by both parties.

ANTICIPATED RESULT IF NOT APPROVED:

If these utility franchise agreements are not approved, the City will no longer be able to use County right-of-way for water and wastewater utilities.

ATTACHMENTS:

Attachment A: City Water/Wastewater Utility King County Franchise Agreement

Attachment B: Novelty Hill Water/Wastewater Utility King County Franchise Agreement

City of Redmond – City Utility

**RIGHT-OF-WAY FRANCHISE
FOR
WATER AND SEWER FACILITIES**

Franchise No. _____

King County, Washington

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RECITALS

- A. WHEREAS, Pursuant to Article 11, Sec. 4 of the Washington Constitution, Revised Code of Washington (“RCW”) 36.55.010, and Chapter 6.27 of the King County Code (“KCC”), King County, a home rule charter county and political subdivision of the State of Washington, is authorized to grant franchises for use of King County Road Rights-of-Way (“County ROW”); and
- B. WHEREAS, King County grants franchises to persons or Utility organizations to authorize the Utilities to use County ROW to provide utility service in unincorporated areas of King County. Franchises grant a valuable property right to Utility organizations to use County ROW, and thereby allow the Utilities to profit and benefit from the use of County ROW in a manner not generally available to the public; and
- C. WHEREAS, in 1993, the City of Redmond was granted King County Franchise No. 9036, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of water system facilities, the term of which expired on June 23, 2018; and
- D. WHEREAS, in 1993, the City of Redmond was granted King County Franchise No. 9090, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of sewer system facilities, the term of which expired on August 18, 2018; and
- E. WHEREAS, in 1999, the City of Redmond was granted King County Franchise No. 13683, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of sewer system facilities, the term of which will expire on August 31, 2024; and
- F. WHEREAS, in 2009, the City of Redmond was granted King County Franchise No. 16637, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of water system facilities, the term of which will expire on August 31, 2034; and
- G. WHEREAS, on April 24, 2019, the City of Redmond applied for a King County Utility franchise for the right to use County ROW for the Construction, Operation, and Maintenance of water and sewer system facilities, and to update and combine portions of the franchise areas approved in the franchises listed above into one Redmond City Franchise Area delineated in Exhibits A and B; and
- H. WHEREAS, the King County Departments of Executive Services and Department of Local Services have reviewed the City of Redmond’s application for a Utility franchise; and
- I. WHEREAS, the King County Utilities Technical Review Committee reviewed and approved the City of Redmond’s Utility franchise application prior to its submission to the King County Council for approval; and
- J. WHEREAS, legal notice of the franchise application and of the hearing has been given as required by law; and

K. WHEREAS, the County Council held a public hearing on _____ (date), to solicit comments from the public and to consider whether to grant the requested franchise to the City of Redmond.

GRANT OF FRANCHISE

By Ordinance No. _____, the King County Council authorized the King County Executive to grant this non-exclusive Utility Franchise for water and sewer system facilities to the City of Redmond, subject to the terms and conditions contained in this franchise agreement.

King County hereby grants unto the City of Redmond the right, privilege, and authority to Construct, Operate, and Maintain its water and sewer system facilities in, upon, over, along, across, through and under that certain County ROW located within the Franchise Area described in the attached Exhibits A and B (the “Franchise”).

This Franchise is a valuable personal property right, but does not transfer, convey, or vest an easement, interest, or title in or to any County ROW or portions thereof, in or to the City of Redmond. This Franchise is granted subject to all of the terms and conditions contained herein.

TERMS AND CONDITIONS

Section 1. Definitions

References to any County official or office also refer to any office that succeeds to any or all of the responsibilities of the named office or official. In addition, the following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this Section 1 when capitalized in the text. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Applicable Laws. “Laws” or “Applicable Laws” include federal, state, and local laws, regulations, and utility standards including, but not limited to, the County's comprehensive plan, Road Standards, King County regulations for accommodation of utilities on county road rights-of-way, zoning code, and other regulations that are applicable to any and all work or other activities performed by Franchisee pursuant to or under authority of this Franchise, Franchisee’s approved comprehensive plan under KCC 13.24.010, and state and local health and sanitation regulations. Unless otherwise stated herein, references to laws include laws now in effect as of the Effective Date of this Franchise as now codified or hereafter amended.

Authorized Hazardous Materials. Hazardous Materials that are reasonably necessary for Franchisee’s activities authorized by the Franchise and that are customarily used in Franchisee’s industry. The use of Authorized Hazardous Materials does not constitute a Release.

Construct or Construction. Activities performed by Franchisee, its agent, representatives, employees, and Contractors to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, or remove Franchisee Facilities, and related

activities such as digging or excavating for the above purposes.

Contractor. All agents carrying out any activities on behalf of Franchisee, including subcontractors.

County. King County, a home rule charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

County Council. “County Council” or “King County Council” shall mean the metropolitan county council of King County, a home rule charter county, in accordance with the Constitution of the State of Washington and the King County Charter.

County Parties. The County, its elected and appointed officials, officers, employees, and agents.

County Risk Manager. The director of the County’s Office of Risk Management Services.

County Road Engineer. The county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and RCW 36.80.010 as now codified or hereafter amended.

County Road Right-of-Way. “County Road Right-of-Way” or “County Road Rights-of-Way,” either of which may be abbreviated as “County ROW” shall mean public land, property, or property interest, (e.g., an easement), usually in a strip, as well as bridges, trestles, or other structures, acquired by or dedicated to the County or otherwise devoted to transportation purposes. For purposes of this Franchise, “County ROW” does not include recreational or nature trails except where they intersect with or are located within County ROW. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through or under the County ROW.

Default. A failure to perform, satisfy, or discharge, or to breach any term, condition, representation, warranty, or other obligation under this Franchise.

Director. “Director” refers to: 1) the Director of the Facilities Management Division (“Director of FMD”) or his or her designee, or 2) the Director of the Road Services Division (“Director of RSD”) or his or her designee, depending on the context.

Effective Date. The date this Franchise is fully executed by the Parties.

Emergency. Any situation that creates or presents an immediate risk of danger to life, property, safety, public health, or the environment.

Environmental Laws. Any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, proceeding, or instruction pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. (“CERCLA”); the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et. seq.; the Washington Water Pollution Control Act, RCW 90.48, and any laws concerning above ground or underground storage tanks.

Franchise. This agreement and any amendments or exhibits to this agreement.

Franchise Area. That portion of the County ROW wherein the County has authorized Franchisee to place Franchisee Facilities, as identified and described in the attached Exhibits A and B.

Franchisee. The City of Redmond, and its successors and those assignees approved pursuant to Section 22 (Transfer and Assignment).

Franchisee Facilities. The facilities owned, co-owned or operated by Franchisee, including its water and sewer system infrastructure including but not limited to mains, transmission lines, force mains, service lines, hydrants and other appurtenances and equipment within the Franchise Area that are necessary for the purposes of delivering water and providing fire suppression and sewer services.

Hazardous Material(s). Any waste, pollutant, contaminant, deleterious substance, or other material that now or in the future becomes regulated, controlled, or defined under any Environmental Laws.

Maintenance or Maintain. Examining, testing, inspecting, maintaining, repairing, and replacing Franchisee Facilities or any part thereof as necessary for safe Operations, repairs required by the County under KCC 6.27.060.C.3, and related activities, as performed by on or behalf of Franchisee.

Operate or Operations. The use of Franchisee Facilities for delivery of water and sewer service to Franchisee's customers and providing fire suppression facilities and services.

Party or Parties. The County and Franchisee individually or collectively as the context in this Franchise provides.

Release. The release, leak, deposit, seepage, spill, or escape of any Hazardous Material caused or contributed to by Franchisee or a Contractor.

Road Standards. The King County Road Design and Construction Standards adopted pursuant to KCC 14.42.010 and as now or hereafter amended.

Roadside Management Program. The term "Roadside Management Program" or "RMP" shall mean a program developed by Franchisee and accepted by the County for Franchisee to remove or relocate at its cost its Franchisee Facilities that are not compliant with the Road Standards.

Roadside Management Program Work Plan. "Roadside Management Program Work Plan" or "RMP Work Plan" shall mean an annual roadside Franchisee Facility remediation plan, including a schedule of work for the coming year to accomplish the RMP.

Roadside Management Program Work Report. "Roadside Management Program Work Report" or "RMP Work Report" shall mean an annual year-end report of progress on the remediation work carried out during the prior year under the RMP and RMP Work Plan.

Utility. All persons or public or private organizations of any kind that are subject to the provisions

of Chapters 6.27, 6.27A, 14.44, and 14.45 of the King County Code with regard to use of County ROW.

Section 2: Non-Exclusive Franchise

2.1 The Franchise is granted to Franchisee as a non-exclusive Franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any County ROW, in whole or in part. The County expressly retains its power to make or perform any and all modifications or relocations reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, improvement, repair, operation, maintenance, or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Activities carried out by or on behalf of Franchisee on any Franchisee Facility shall be performed in a safe and workmanlike manner, in a manner that minimizes interference with the free flow of traffic and the use of adjacent property, whether such property is public or private.

2.3 Franchisee accepts the Franchise Area in an “as-is with all faults” basis with any and all patent and latent defects and is not relying upon any representation or warranties, express or implied, of any kind whatsoever from King County as to any matters concerning the County ROW, including, but not limited to the physical condition of the County ROW; zoning status; presence and location of existing facilities; operating history; compliance of the County ROW with Environmental Laws or other Laws and other requirements applicable to the County ROW; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over or in proximity to the County ROW; the condition or existence of any above-ground or underground structures or improvements, including tanks and transformers in, on, over or under the County ROW; the condition of title to the County ROW; and any leases, easements, franchises, orders, licenses, or other agreements, that might affect the County ROW, whether of record or not (collectively, the “Condition of the County ROW”).

King County hereby disclaims any representation or warranty, whether express or implied, as to the design or condition of the County ROW, its merchantability or fitness for any particular purpose, the quality of the material or workmanship of County ROW, or the conformity of any part of the County ROW to its intended uses. King County is not responsible to Franchisee or any Contractor for any damages to any of them relating to the design, condition, quality, safety, merchantability or fitness for any particular purpose of any part of the County ROW, or the conformity of any such property to its intended uses. Franchisee shall notify its Contractors of King County’s disclaimer. Franchisee represents and warrants to King County that neither Franchisee nor any Contractor has relied and will not rely on, and King County is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Condition of the County ROW or relating thereto made or furnished by King County, or any agent representing or purporting to represent King County, to whomever made or given, directly or indirectly, orally or in writing.

Section 3. Term

3.1 The initial term of this Franchise is for a period of ten (10) years (the "Initial Term") from the Effective Date, unless earlier terminated or revoked.

3.2 Franchisee may request an extension of the Initial Term, and the Director of FMD, on behalf of the County, may extend the Initial Term of this Franchise for an additional period of up to fifteen (15) years, under the following circumstances:

(A) Franchisee's request to extend the Initial Term must be in writing and submitted to the County not more than one (1) year nor less than two hundred forty (240) days prior to the expiration of the Initial Term, and

(B) Franchisee has maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The Director of FMD shall have final authority to determine Franchisee's substantial compliance with the terms and conditions of this Franchise.

3.3. The Initial Term will not be extended under this Section 3 unless Franchisee receives approval of an extension and the length of the extension in writing from the County within ninety (90) days of the County's receipt of Franchisee's request to extend.

3.4 If the Initial Term is not extended, and Franchisee wishes to continue to operate in the Franchise Area, Franchisee shall promptly file an application with the County for renewal of this Franchise in accordance with KCC 6.27.054. Upon receipt of such application, the County and Franchisee shall commence good faith negotiations on the terms and conditions of a franchise renewal.

If the Parties are unable to reach agreement to renew this Franchise prior to expiration of the Initial Term, then this Franchise will expire at the end of the Initial Term and Franchisee will be considered an unfranchised Utility under KCC Chapter 14.44. If Franchisee continues to use the Franchise Area for Franchisee Facilities after the expiration of the Franchise, Franchisee's continued use shall be subject to the terms and conditions of the expired Franchise, including Consideration, and at the will of the County ("Holdover Period"). Said use will not constitute a renewal or extension of the Franchise and will be subject to termination by the County in its sole and absolute discretion upon sixty (60) days written notice to Franchisee.

Section 4. Right-of-Way Construction Permit Required

4.1 Franchisee shall not commence or direct the commencement of any Construction or Maintenance until the County, pursuant to KCC Chapter 14.44, has issued a Right-of-Way ("ROW") construction permit authorizing such activities. Applications for ROW construction permits shall be presented to the King County Real Estate Services Section along with such detailed design and construction plans and documents, studies, and reports as are required by the Real Estate Services Section.

4.2 Any and all activities performed by or on behalf of Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to the King County Comprehensive Plan, the standards of good practice

in the King County Regulations for Accommodation of Public Utilities on County ROW, the Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any ROW construction permit and other permits or approvals required under the King County Code. All Franchisee Facilities and all Construction or Maintenance shall be the responsibility of Franchisee and the County hereby disclaims any duty or obligation regarding the same. All permits for Construction or Maintenance shall be applied for and issued in the name of Franchisee, and Franchisee shall be responsible for all work done under the permit, regardless of who performs the work.

4.3 Franchisee and Contractors shall comply with any and all conditions contained in applicable permits or approvals.

Section 5. Emergency Work

5.1. If Franchisee Facilities become damaged or nonoperational such that an Emergency is presented, or if Franchisee or any Contractor carries out Construction or Maintenance in a manner that creates an Emergency, then Franchisee shall immediately take such measures as are reasonably necessary to repair the Franchisee Facilities at issue or to remedy the Emergency. In the event of an Emergency as described above, Franchisee may take corrective action immediately, without first applying for or obtaining an ROW construction permit. However, the need to take immediate corrective action shall not relieve Franchisee from its obligation to notify the County and to obtain an ROW construction permit or any other permits necessary for the corrective actions. In the event of any Emergency, whether described in this Section 5 or otherwise, Franchisee shall, upon discovery of the Emergency, immediately notify the County of the Emergency via email to the Road Services Division and the Real Estate Services Section. Emergency contact should be directed to KCUIU@kingcounty.gov and Res.permits@kingcounty.gov. ROW construction permit applications must be submitted as soon as reasonably feasible, yet no later than five (5) working days after Franchisee discovers the Emergency. In the event of a dispute, Franchisee shall bear the burden to prove (i) that the County received such notice and (ii) when the County received such notice.

5.2 If the County discovers or is alerted by a third party of an Emergency involving Franchisee Facilities, the County will first make a good faith effort, taking into account the exigency of the circumstances, to contact Franchisee to allow Franchisee to remedy the Emergency. If the County is unable to contact Franchisee or Franchisee is unable to remedy the Emergency in a timely manner, the County may take corrective action, and Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to Franchisee's proportionate share of the costs of County personnel assigned to review emergency corrective action plans or to oversee or engage in any corrective action as a result of the Emergency.

Section 6. Compliance with Applicable Laws; Performance Standards

6.1 Franchisee shall comply with all Applicable Laws.

6.2 Construction or Maintenance shall not unreasonably impede: (A) public use of the County ROW or associated road(s) for vehicular and pedestrian transportation; (B) construction or maintenance activities by other authorized users of the Franchise Area or County ROW, or access to or use of their facilities; (C) the operation, maintenance, or improvement by the County of any

County ROW, or other public property impacted by the Construction or Maintenance; or (D) the use of the Franchise Area or County ROW for other governmental purposes. Construction or Maintenance shall comply with all permit conditions or other requirements.

6.3 At all times during Construction or Maintenance, Franchisee shall post and maintain proper barricades and comply with all applicable safety regulations as required by King County Code or the laws of the State of Washington, including but not limited to RCW 39.04.180 for the construction of trench safety systems.

6.4 Before commencing or directing the commencement of any work that may disturb any existing monuments or markers relating to subdivisions, plats, roads, or surveys, Franchisee shall: (A) reference all such monuments and markers consistent with RCW 58.09.130; and (B) obtain a permit (if required) from the Washington State Department of Natural Resources prior to the commencement of work pursuant to WAC 332-120. The cost and replacement of all such monuments or markers disturbed by a Contractor shall be the responsibility of Franchisee.

6.5 If Franchisee plans to excavate in the Franchise Area, Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County or any other authorized users of the Franchise Area (or all of them) to participate in such excavation, and shall coordinate such participation with the County or such other authorized entities; provided, that Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with Franchisee:

- (A) such joint excavation would unreasonably delay Construction or Maintenance; or
- (B) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or
- (C) valid safety reasons exist for denying a request for such joint excavation or the proposed facilities of the third party conflict with the best practices employed by Franchisee; or
- (D) the excavation is for the purpose of an Emergency response consistent with Section 5 (Emergency Work) of this Franchise.

6.6 Franchisee shall maintain all Franchisee Facilities in a good state of repair. Franchisee shall, at no expense to the County, promptly repair Franchisee Facilities, including all appurtenant facilities and service lines connecting Franchisee's system to users, if the repair is required by the County for any reasonable purpose.

6.7 Franchisee shall maintain a reasonably clear area, not less than five (5) feet, around all Franchisee Facilities permitted and installed above ground so they will be clearly visible for purposes of County operations and maintenance. If Franchisee intends to use chemical sprays to control or kill weeds and brush, then Franchisee must first obtain an ROW construction permit. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

6.8 Franchisee shall provide, install, and maintain fire suppression water facilities and services as required by all Applicable Laws, including without limitation KCC 6.27.060.C.2. Fire suppression water facilities, equipment and services shall be considered part of Franchisee Facilities and shall be provided, installed, and maintained at no cost to the County.

Section 7. Restoration of County ROW

7.1 Upon completion of Construction or Maintenance, Franchisee shall, at no expense to the County, restore the Franchise Area and any adjacent areas directly affected by Construction or Maintenance to as good or better condition as it was prior to the commencement of the Construction or Maintenance. The County Road Engineer shall have final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth in permit conditions.

Section 8. Maps and Records

8.1 Franchisee shall maintain accurate records to document activities performed pursuant to this Franchise for six (6) years following the expiration, revocation, or termination of this Franchise, or any Holdover Period, whichever is later. Required records include the following:

- (A) records of Construction, Maintenance, Operation, inspections and regulatory compliance for all Franchisee Facilities subject to this Franchise; and,
- (B) as-built plans or, when as-built plans are not available, 100% design drawings as modified following construction, maps, GPS charts, and any other records depicting the final locations and conditions of Franchisee Facilities (“As-Built Plans”).

8.2 The County shall have the right to review such records or to request copies of such records, which Franchisee shall provide at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update its records to correct the discrepancy. With respect to any excavations within the Franchise Area undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either Party of its obligations under RCW 19.122 with respect to determining the location of utility facilities.

8.3 If Franchisee considers any portion of its records provided to the County to be protected from disclosure under law, Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW 42.56, to inspect or copy the information so identified by Franchisee and the County determines that release of the information is required by the Act or is otherwise appropriate, the County's sole obligations shall be to notify Franchisee in writing (A) of the request and (B) of the date that such information will be released to the requestor unless Franchisee obtains a court order to enjoin disclosure under RCW 42.56.540. The County shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section 8.3 assumes, no obligation on behalf of Franchisee to claim or make any exemption from disclosure under the Act. The County shall not be liable to Franchisee for releasing records not clearly identified by Franchisee as confidential or proprietary. The County shall not be liable to

Franchisee for any records that the County releases in compliance with this Section 8.3 or in compliance with an order of a court of competent jurisdiction.

Section 9. Relocation of Franchisee Facilities

9.1 Franchisee shall be responsible, at no expense to the County, to repair, adjust, or relocate all Franchisee Facilities if such, repair, adjustment or relocation is determined by the County to be reasonably necessary.

9.2 If an Emergency requires the relocation of Franchisee Facilities, the County shall give Franchisee notice of the Emergency as soon as reasonably practicable. Upon receipt of such notice from the County, Franchisee shall respond as soon as reasonably practicable to relocate the affected Franchisee Facilities.

9.3 Upon request by the County and in order to facilitate the design and construction of any County improvements in the Franchise Area or County ROW, Franchisee shall locate and, if the County deems it reasonably necessary, excavate and expose, at its sole cost and expense, Franchisee Facilities for inspection by the County; provided that Franchisee shall not be required to excavate and expose Franchisee Facilities for inspection unless the County Road Engineer reasonably determines that Franchisee's record plans and record drawings are inadequate for the County's planning purposes. The decision to require relocation of any Franchisee Facilities to accommodate County improvements shall be made by the County Road Engineer in his or her sole and absolute discretion upon review of the location and construction of Franchisee Facilities.

9.4 In the event a condition or requirement imposed by the County upon any person or entity other than County Parties (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) reasonably necessitates adjustment, modification, relocation or removal of any Franchisee Facilities, then Franchisee shall adjust, modify, relocate or remove such Franchisee Facilities to accommodate such condition or requirement imposed by the County, at no cost to the County; provided that nothing in this Franchise is intended or shall be construed to prohibit Franchisee from assessing on such other person or entity the costs of adjustment, modification, relocation or removal as a condition of such action pursuant to this Section 9.

9.5 If the County determines that a County capital improvement necessitates relocation of Franchisee Facilities in the County ROW, then:

(A) The Parties shall comply with the provisions of KCC 6.27.060.C.5.

(B) Unless the Parties agree otherwise, Franchisee shall complete relocation of Franchisee Facilities at least ten (10) days prior to commencement of the construction phase of the County capital improvement project, at no charge, cost or expense to the County.

(C) Unless the Parties agree otherwise, if Franchisee fails to complete relocation of Franchisee Facilities within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to Franchisee. Franchisee shall remit payment to the County within thirty (30) days of receipt of an itemized list of associated costs.

9.6 When the County or its contractor provides notice to Franchisee, in accordance with RCW 19.122, of its intent to excavate in the Franchise Area or County ROW, Franchisee shall, at no expense to the County, provide the County or its contractor the best information available from Franchisee's records or, where reasonable, from the use of locating equipment as to the location of Franchisee Facilities, as well as to the location of facilities connected to its system that are in the Franchise Area and that Franchisee does not own, including appurtenant facilities and service lines connecting its system to users. Franchisee shall mark the surface where surface marking would reasonably be of use in the excavation. If Franchisee fails to make good faith efforts to provide the information required in this Section 9.6 within the deadlines provided by RCW 19.122, Franchisee shall defend, indemnify and hold the County harmless for all claims and reasonable costs that result from damage to Franchisee Facilities or other connected facilities if the damage occurs as a result of Franchisee's failure to provide the information. Nothing in this Section 9.6 is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or Franchisee toward any third party, nor is anything in this Section 9.6 intended or to be construed to alter the rights and responsibilities of the Parties under RCW 19.122, as amended.

9.7 Nothing in this Franchise shall prevent Franchisee from imposing reasonable terms when responding to a request for relocation of any Franchisee Facility by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County-owned, operated or maintained facilities and the relocation is not subject to the provisions of Section 9.3.

Section 10. Roadside Management Program

10.1 Within ninety (90) days following the Effective Date, Franchisee shall submit a Roadside Management Assessment ("RMA") to the County which includes an assessment of whether its Franchisee Facilities are all located underground, or, if some or all of its facilities are located above-ground, and whether the Franchisee Facilities comply with the Road Standards, including but not limited to Section 5.10, Roadside Obstacles. If, after preparing the RMA, Franchisee concludes that all Franchisee Facilities are located underground (or, if it has Franchisee Facilities located above-ground, Franchisee concludes that those Franchisee Facilities comply with the Road Standards), then Franchisee shall certify this finding in an RMA to the County Road Engineer.

10.2 If after completing an RMA Franchisee concludes that it has above-ground Franchisee Facilities that are not in compliance with the Road Standards, then Franchisee shall carry out a program acceptable to the County for Franchisee, at its sole cost and expense, to remove or relocate its non-compliant Franchisee Facilities to bring them into compliance with the Road Standards. Franchisee shall submit a Roadside Management Program to the County within one hundred twenty (120) days following the Effective Date. Once Franchisee's RMP is approved by the County, then Franchisee shall schedule and carry out the RMP in cooperation with the County. Franchisee shall submit an annual Roadside Management Program Work Plan identifying specific remediation projects to be accomplished during that year and an annual Roadside Management Program Work Report, showing the progress of remediation projects accomplished during the preceding year. The RMP Work Plan and the RMP Work Report shall both be due to the County by January 31st of every year of this Franchise, until such time that all Franchisee Facilities identified in the plan have been remediated and brought into compliance with the Road Standards.

10.3 If Franchisee installs or acquires above-ground Franchisee Facilities at any time after Franchisee has previously certified that all its Franchisee Facilities were located underground, then Franchisee must immediately update its RMA described in Section 10.1 as to whether the above-ground Franchisee Facilities comply with the Road Standards, and submit the updated RMA to the County Road Engineer. If Franchisee concludes that the above-ground Franchisee Facilities comply with the Road Standards, then Franchisee shall so certify to the County as required under Section 10.1. If Franchisee determines that the above-ground Franchisee Facilities do not comply with the Road Standards, then Franchisee shall carry out a remediation program consistent with Section 10.2.

Section 11. Repair of Third Party Facilities

11.1 Franchisee shall and hereby does assume the obligations set forth in KCC 6.27.060.C.6 with respect to facilities connected to its system that are within County ROW and that Franchisee does not own.

11.2 Franchisee shall comply with the terms and conditions of this Franchise when performing work on facilities connected to its system that are within the County ROW and that it does not own.

Section 12. Hazardous Materials

12.1 Franchisee may use Authorized Hazardous Materials in the Franchise Area; provided that Franchisee's use of Authorized Hazardous Materials in the Franchise Area shall at all times be undertaken in strict compliance with all Environmental Laws. Franchisee and Contractors shall not cause or contribute to a Release, in any manner, through act or omission.

12.2 If a Release occurs or if Franchisee or a Contractor discovers any Hazardous Material(s), then Franchisee shall immediately or as soon thereafter as reasonably possible (but in no event later than the next business day) provide written notice of the Release or Hazardous Material(s) to the County by email to the Real Estate Services Section (RES.permits@kingcounty.gov), and the Road Services Division (KCUIU@kingcounty.gov), and provide notice to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

12.3 The County shall not be liable to Franchisee or a Contractor for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with a Release under Franchisee's exercise of this Franchise and Franchisee hereby releases the County from any such claims. Franchisee shall be responsible, at no cost to the County, for promptly remediating any and all Releases within County ROW, during any time period in which Franchisee had Franchisee Facilities within the County ROW. Franchisee is also responsible for remediating any Releases that migrated from the County ROW to property outside the County ROW. At a minimum, Releases shall be remediated to the applicable cleanup standards under Environmental Laws that will allow for unrestricted use of the County ROW or adjacent property with no environmental covenant or other deed restriction required to be recorded. The County shall review and approve of any remediation plan prior to implementation, however, Franchisee shall be entitled to respond immediately to an Emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from migrating, leaching, or otherwise spreading,

and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Franchisee shall cooperate in any environmental investigations conducted by or at the direction of the County or any state, federal, or local agency with jurisdiction where there is evidence of contamination in the County ROW or where otherwise incidental to Franchisee's exercise of this Franchise, or where the County is directed to conduct such investigation by an agency or agencies having jurisdiction. Franchisee shall, at its sole cost and expense, timely prepare and submit any reports or communications relating to any remediation actions as required by Environmental Laws. Franchisee shall provide the County with copies of all reports, sampling data, and communications to and from government entities concerning Franchisee's remediation actions taken under this Section 12.3.

Notwithstanding Franchisee's obligation to completely remediate the Franchise Area and County ROW, in the event of any Release, the County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to investigate, contain or otherwise remediate the Release at issue. The County shall be entitled to reimbursement from Franchisee of any and all costs and expenses incurred by the County under this Section 12.3. Franchisee's reimbursement shall be due upon receipt of the County's invoice for such costs and expenses.

12.4 Franchisee shall address all Hazardous Materials encountered in conducting actions authorized under this Franchise in full compliance with Environmental Laws, including but not limited to the excavation, stockpiling, transportation and disposal of those materials, at no cost to the County. The County shall not be liable for any damages, costs, losses, expenses, penalties or liabilities arising out of or connected with the presence of Hazardous Materials and Franchisee hereby releases the County from any such claims. Franchisee shall conduct actions in the Franchise Area in a manner that does not cause migration or other exacerbation of the Hazardous Materials. Before carrying out activities that might disturb Hazardous Materials, Franchisee shall contact the County regarding the proposed activity. The County reserves the right to propose alternatives to Franchisee that would not require Franchisee to disturb the Hazardous Materials. Franchisee is not required to remove or otherwise remediate any Hazardous Materials except to the extent necessary to conduct actions authorized under this Franchise or to the extent necessary to remediate any migration or other exacerbation of Hazardous Materials caused by Franchisee. Franchisee shall at no cost to the County, timely prepare and submit any reports or communications required by Environmental Laws concerning any actions under this Section 12.4, and Franchisee shall provide the County with copies of such reports or communications. Franchisee shall also provide the County documentation or other information concerning Franchisee's actions concerning Hazardous Materials that is not submitted to government entities. Nothing in this Franchise shall be construed as limiting Franchisee's ability to pursue the recovery of remedial action costs incurred for excavation, stockpiling, transportation and disposal of Hazardous Materials from parties other than the County, its elected and appointed officials and employees.

12.5 Franchisee hereby releases the County and each County Party from, and shall indemnify, defend (at the County's option and using counsel acceptable to the County), and hold the County and each County Party harmless from and against, any and all claims, liabilities, lawsuits, actions, judgments, awards, penalties, administrative proceedings, government orders, fines, expenses, costs (including but not limited to removal, remedial action, or other costs recoverable under CERCLA or MTCA), any and all other requirements, charges, interest, fees, or oversight costs, and all other damages (including, but not limited to, reasonable attorneys' fees and costs)

(collectively, “Environmental Claims”) incurred or suffered by the County or any County Party and arising out of or related to: (A) any Release within County ROW, including Releases that may migrate from County ROW to property outside County ROW; (B) the acts or omissions of Franchisee or Contractors under this Franchise; and (C) costs of compliance incurred in connection with any Environmental Claim, investigation or other action under Environmental Laws pursuant to Franchisee’s exercise of this Franchise.

12.6 If the County incurs attorneys’ fees, legal expenses, or other costs to enforce the provisions of this Section 12 against Franchisee or a Contractor, then all such fees, expenses, and costs shall be recoverable from Franchisee to the extent the County prevails in such action. The hourly rates for any award of attorneys’ fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party’s attorney(s).

12.7 The Parties specifically and expressly agree that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section 12, Franchisee waives its immunity under RCW Title 51 as to the County and the County Parties; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

12.8 All Claims involving Hazardous Material shall be subject to this Section 12 and not the indemnity and liability provisions of Section 16 (Hold Harmless and Indemnification). This Section 12 provides the Parties’ exclusive contractual remedies as to Hazardous Materials but does not limit and shall not be deemed to affect the County’s statutory rights of recovery or its common law causes of action.

Section 13. Dangerous Conditions; Authority for County to Abate

13.1 Whenever Construction, Operation, Maintenance, or abandonment of Franchisee Facilities has caused or contributed to a condition that, in the reasonable opinion of the County Road Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct Franchisee to remedy the condition or danger to the satisfaction of the County Road Engineer, within a specified period of time and at no expense to the County.

13.2 In the event that Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and Franchisee shall be liable to the County for the costs thereof.

13.3 This Section 13 does not affect the Parties’ rights and obligations regarding Emergencies under Section 5.

Section 14. Decommissioning of Franchisee Facilities

14.1 If Franchisee wishes to cease Operation and decommission in place any portion of Franchisee Facilities, Franchisee shall provide a written decommissioning request (“Request”) to the County a minimum of ninety (90) days prior to the date Franchisee intends to decommission Franchisee Facilities. Such Request may be delivered to the County as part of an application for a County ROW construction permit. Franchisee's Request shall specify which Franchisee Facilities it wishes to decommission in place along with an acknowledgment that Franchisee will maintain ownership and responsibility of decommissioned Franchisee Facilities in perpetuity.

14.2 The County will review the Request and assess whether decommissioning in place will pose a hazard to the public use of County ROW. If the County determines that the Request will pose a hazard to the public use of County ROW, the County may deny the Request or alternatively may approve the Request with terms and conditions that Franchisee must meet to ensure that the decommissioned Franchisee Facilities will not pose a hazard to the public use of County ROW.

14.3 If the County approves Franchisee's Request, Franchisee shall continue to own and be responsible for all decommissioned Franchisee Facilities.

14.4 If the County denies Franchisee's Request in whole or in part, or if Franchisee refuses to accept terms and conditions imposed to ensure that the decommissioned Franchisee Facilities will not pose a hazard to the public use of County ROW, then Franchisee may not decommission in place the subject Franchisee Facilities.

14.5 If Franchisee decommissions Franchisee Facilities after the County has denied its Request, or if Franchisee fails to satisfy any terms and conditions imposed to ensure that the decommissioned Franchisee Facilities will not pose a hazard to the public use of the County ROW, then Franchisee shall be deemed to have decommissioned Franchisee Facilities without authorization. In the event of any unauthorized decommissioning of any portion of Franchisee Facilities by Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the decommissioned Franchisee Facilities on behalf of Franchisee and restore the Franchise Area following such removal. If the County chooses to remove Franchisee Facilities and restore the Franchise Area on Franchisee's behalf, then the County may dispose of the removed Franchisee Facilities in any manner it deems fit, and Franchisee shall reimburse the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

14.6 Within ninety (90) days of the end of the term of this Franchise, including any extension, renewal or termination thereof, Franchisee shall provide a Request to the County pursuant to Section 14.1 if Franchisee wishes to decommission in place any of its Facilities. The Request and the Parties' associated obligations and rights shall be subject to the provisions of Sections 14.1 through 14.5. If Franchisee fails to provide such Request within ninety (90) days, Franchisee shall be deemed to have decommissioned in place its Facilities without authorization, and the County shall have the remedies available to it under Section 14.5 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

Section 15. Consideration and Reservation of Rights

15.1 In exchange for the right to use and occupy the County ROW to place its facilities, Franchisee shall pay the County franchise compensation in the nature of rent (“Consideration”) as provided in KCC 6.27.080. The parties have negotiated and agreed that after application of

credit for fire suppression water facilities and services required by Applicable Law, annual Consideration shall be \$4630.00 per year, beginning in 2021. Consideration shall be adjusted annually based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer January through December Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Statistical Metropolitan Area at the end of the preceding year. The County shall provide Franchisee an invoice for Consideration, which shall be due and payable to King County within thirty (30) days of the date the Franchisee receives the invoice. If Consideration is not received by the County by the due date, interest shall be charged from that date until such time that payment is received at the maximum rate permitted under Washington State law, compounded daily.

- (A) The Parties have negotiated and agreed that Franchisee shall pay the County an additional \$11,740.00 of Consideration with the first invoice following the Effective Date, in exchange for use and occupation of the ROW between 2018 through 2020.
- (B) Beginning in 2025, and thereafter in each fifth (5th) year throughout the term of the Franchise Agreement (including any extension thereof), Consideration will be re-evaluated. The purpose of the re-evaluation is to capture changes in the Franchise Area or changes in the assessed land values of parcels adjacent to the right-of-way. Within sixty (60) days of written notice from King County, Franchisee shall notify the County of any changes to its Franchise Area and shall provide the County whatever information is needed to reflect such changes, including but not limited to a GIS compatible map and/or a legal description. In addition, Franchisee shall provide the County with updated customer counts, if any, so that Consideration may be determined in accordance with the Rules For Determining Franchise Compensation established pursuant to KCC 6.27.080, as now codified or hereafter amended.

15.2 No Consideration payment or acceptance of any payment made shall be construed as an accord by either Party that the amount paid is in fact the correct amount, nor shall any payment or acceptance of payment be construed as a release of any claim either Party may have for further reimbursement or additional sums payable or for the performance of any other obligation under the Franchise.

15.3 Separate from the Consideration that is the subject of Section 15.1, the County reserves for itself the right to impose a Utility tax on Franchisee, if such taxing authority is granted by the State of Washington.

15.4 Separate from the consideration that is the subject of Section 15.1, Franchisee shall pay all applicable fees and costs as specified in the King County Code to cover the County's costs in reviewing, processing and administering this Franchise and all work related thereto.

15.5 If this Franchise terminates for any reason, or if Franchisee fails to satisfy such financial obligations within forty-five (45) days following receipt of written notice describing such financial obligations together with reasonable documentation evidencing such obligations, the County reserves the right to satisfy any remaining financial obligations of Franchisee by utilizing any funds available under any performance bond required in Section 19.

Section 16. Hold Harmless and Indemnification

16.1 Franchisee agrees to release, indemnify, defend (at the County's option and using counsel reasonably acceptable to the County), and hold harmless the County and each County Party from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs, government orders or other requirements, (collectively, "Claims") to the extent caused by, arising out of, incidental to, or related to the acts or omissions of Franchisee or its Contractor(s) in connection with Franchisee's exercise of rights and obligations under this Franchise. This covenant of release and indemnification shall include, but not be limited to: any and all Claims arising out of the placement of Franchisee Facilities; any failure by Franchisee or a Contractor to complete all related Construction, Maintenance, Operations, or any work or other activities in accordance with this Franchise; and fire suppression activities during fire events. In the event it is determined that RCW 4.24.115 applies to this Franchise, Franchisee agrees to defend, hold harmless and indemnify the County to the maximum extent permitted thereunder. Provided, however, that if a Claim arises out of or relates to the concurrent negligence of the Parties, then Franchisee's duties under this Section 16.1 shall apply only to the extent of the negligence of Franchisee and its Contractor(s). This Section 16.1 shall not apply to any Claim or other matters arising out of or related to any Release of Hazardous Materials, which Releases are addressed under Section 12 of this Franchise.

16.2 In the event the County incurs reasonable attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 16 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

16.3 The Franchisee's obligations described in 16.1 above include the duty to defend and indemnify the County and each County Party from any claims, demands, or suits brought by, or on behalf of, any employee, former employee, or agent of Franchisee, or any Contractor. To the extent necessary to carry out this obligation, Franchisee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act or workers' compensation law, including without limitation RCW Title 51, other workers' compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. The Parties acknowledge that this provision was mutually negotiated.

16.4 Franchisee's covenants and indemnifications provided in this Section 16 shall extend to the period of time during which Franchisee occupied the Franchise Area in a Holdover Period after expiration of the term of franchise Nos. 9036, 9090, 13683, and 16637.

16.5 The County shall give Franchisee timely written notice of any Claim covered by Franchisee's obligations under this Section 16. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, and the County shall cooperate fully with Franchisee, provided: (A) any settlement or compromise is consistent with the terms of this Franchise; and (B) any terms or conditions of a settlement other than the payment of money damages that in any way obligate or affect the County require the County's prior approval.

16.6 The County's permitting, approval, inspection, lack of inspection, or acceptance or rejection of any Construction, Maintenance, Operations, or any work or other activities associated with this Franchise, whether pursuant to this Franchise or pursuant to any other permit or approval issued by the County in connection with Franchisee's exercise of its rights under this Franchise, shall not relieve Franchisee of any of the indemnification, defense and hold harmless obligations contained in this Section 16.

Section 17. Franchise Administration

The County's administration of this Franchise shall not be construed to create the basis for any liability on the part of the County Parties.

Section 18. Insurance Requirements

18.1 Franchisee shall procure and maintain for the duration of this Franchise (the Initial Term and any extensions of the Initial Term) and any Holdover Period thereafter, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with any Work contemplated by Franchisee or Contractor. Upon request of the County, Franchisee shall furnish separate certificates of insurance and policy endorsements from each Contractor as evidence of compliance with the insurance requirements of this Franchise.

18.2 Franchisee is responsible for ensuring compliance with all the insurance requirements stated herein. Failure by Franchisee or a Contractor to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

18.3 Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions) and/or pollution liability. Professional liability (errors and omissions) or pollution liability required by this Franchise is acceptable on a "claims made" basis/form. If any insurance required under this Franchise is purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Franchise, unless otherwise approved in writing by the County's Risk Management Office.

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

18.5 **Risk Assessment by Franchisee:** By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Franchisee or a Contractor under this Franchise, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Franchise's insurance requirements

may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Franchisee or a Contractor. Franchisee and its Contractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

18.6 Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as and with limits not less than the following:

(A) General Liability:

\$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, products- completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Pollution Liability:

Coverage in an amount no less than \$5,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(D) Workers Compensation:

Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(E) Employers Liability or "Stop Gap":

Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

18.7 Minimum Limits of Insurance - Construction Period: Prior to commencement of Construction and until Construction is complete and approved by the Parties, Franchisee shall

cause its Contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. Franchisee and the County shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers' Compensation and Professional Liability. County Parties are not responsible for payment of the cost of such insurance. Franchisee's Contractor(s) shall maintain coverage and limits no less than the following:

- (A) Commercial General Liability: \$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, Products-Completed Operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.
- (B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- (C) Professional Liability (Errors & Omissions): In the event that services delivered pursuant to this Franchise either directly or indirectly involve or require professional services, Professional Liability (Errors & Omissions) coverage shall be provided with minimum limits of \$1,000,000, per claim and in the aggregate.
- (D) Contractor's Pollution Liability Coverage: Coverage in an amount no less than \$5,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.
- (E) Workers' Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.
- (F) Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

18.8 Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policy(s) shall not in any way limit County's right to coverage under the required insurance, or to Franchisee's or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Franchisee and its Contractor(s), even if no claim has actually been made or asserted against Franchisee or Contractor(s).

18.9 Other Insurance Provisions: The insurance policies required in this Franchise shall contain, or be endorsed to contain, the following provisions:

(A) All Liability Policies except Professional Liability (Errors and Omissions) and Workers Compensation.

1. The County and County Parties shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed work, or other activities performed by or on behalf of Franchisee or its agents, representatives, employees or Contractor(s) in connection with this Franchise. Additional insured status shall include Products-Completed Operations.

(B) With respect to all liability policies (except Workers Compensation):

1. Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, officers, employees or agents shall not contribute with the Franchisee's or any Contractor's insurance or benefit the Franchisee or Contractor, or their respective insurers in any way.
2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(C) **All Policies:** Coverage shall not be suspended, voided, canceled or materially changed until after thirty (30) days prior written notice has been given to the County. In the event of said cancellation or intent not to renew, Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section 18 by the cancellation date. Failure to provide proof of insurance could result in revocation or termination of the Franchise.

18.10 Acceptability of Insurers: Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B+:VII. Any exception must be approved by the County's Office of Risk Management Services. If, at any time, the foregoing policies shall fail to meet the above requirements, Franchisee shall promptly obtain a new policy, and shall submit the same, with appropriate certificates and endorsements, to the County.

18.11 Verification of Coverage: Prior to the execution of this Franchise, Franchisee shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required by this Franchise. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name

of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, and shall specify the form number of any endorsements issued to satisfy this Franchise's insurance requirements.

Upon request of the County, and within five (5) business days, Franchisee must provide copies of any renewal certificates of insurance and endorsements. In the event of a claim, Franchisee must provide complete copies of all required insurance policies, which may be redacted of confidential or proprietary information.

The County's receipt or acceptance of Franchisee's or its Contractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section 18 or, consequently, constitute County's acceptance of the adequacy of Franchisee's or any Contractor's insurance or preclude or prevent any action by County against Franchisee for breach of the requirements of this Section 18.

18.12 Contractors: Franchisee shall include all Contractors as insured under its policies or, alternatively, Franchisee must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must name the County and County Parties as additional insured, for full coverage and policy limits. Franchisee is obligated to require and verify that all Contractors maintain insurance and ensure that the County is covered as additional insured. Upon request by the County, and within five (5) business days, Franchisee must provide evidence of Contractor(s) Insurance coverage (including endorsements).

18.13 Insurance Review: In consideration of the duration of this Franchise, the Parties agree that the Insurance Section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. Adjustment, if any, in insurance premium(s) shall be the responsibility of Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

18.14 Franchisee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Franchisee or its Contractor(s) before commencement of any Construction, Maintenance, Operations, or any work or any other activities associated with this Franchise.

18.15 In satisfaction of the insurance requirements set forth in this Section 18, Franchisee may maintain a fully-funded self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. Franchisee agrees to provide the County with at least thirty (30) days prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee

decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly notify the County and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements in this Franchise have been satisfied.

Section 19. Performance Bond

If the County finds that Franchisee is not in substantial compliance with the terms and conditions of this Franchise, the County may require Franchisee to furnish a performance bond up to \$250,000 to ensure performance of Franchisee's obligations under this Franchise. The bond must be executed by Franchisee with a corporate surety authorized to conduct surety business in the State of Washington, with an AM Best's rating of an A: XII. The bond shall stipulate that Franchisee shall comply with all of Franchisee's obligations under this Franchise. Franchisee shall pay all premiums or costs associated with maintaining the performance bond, and shall keep the same in full force and effect at all times during the term of this Franchise and any extension thereof. If Franchisee fails to provide or maintain the bond, then the County may require Franchisee to substitute an equivalent cash deposit in lieu of the bond. With written notice, the County, in its sole discretion, may allow Franchisee to cancel this performance bond.

Section 20. Incorporation and Annexation

If any road or County ROW is annexed into the corporate limits of a city or town or is incorporated, then the Franchise granted herein shall terminate as to any road or County ROW within the corporate limits of such city or town, but the Franchise shall continue as to County roads and County ROW not incorporated into a city or town. The County shall not be liable to Franchisee for any damages, loss, costs, or other impacts that may arise out of or relate to such annexation or incorporation.

Section 21. Vacation

21.1 If all or any portion of a County ROW that is subject to this Franchise is vacated, then the Franchise granted by this Franchise shall automatically terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages, loss, costs, or other impacts to Franchisee by reason of such vacation and termination.

Section 22. Transfer and Assignment

22.1 This Franchise may not be transferred, assigned, leased, sold, partitioned, disposed of, or otherwise subject to a change in the identity of Franchisee (each such activity, a "Transfer") in whole or in part, in any manner, without the prior written approval of the County Council. If a Transfer of the Franchise is approved by the County Council, the transferee must agree to be bound by each and every provision, condition, regulation and requirement contained in this Franchise and Franchisee shall not be relieved of any duty or obligation under this Franchise until a complete and sufficient Transfer instrument is approved and executed by the County.

22.2 In the case of an assignment of this Franchise to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

22.3 In the event Franchisee desires to transfer ownership of Franchisee Facilities, such transfer shall be arranged and accomplished consistent with a written agreement between the County and the transferee, binding the transferee to compliance with all terms and conditions applicable to the transferee's use and occupancy of the County ROW. Franchisee Facilities that are out of compliance with the Road Standards may not be transferred unless and until they are brought into compliance.

22.4 Transfer of this Franchise or Franchisee Facilities in violation of this Section 22 shall constitute a Default of the Franchise.

Section 23. Default, Revocation, and Termination

23.1 If Franchisee Defaults on any term or condition of this Franchise, the County may revoke or terminate the Franchise as provided in this Section 23, or pursue any remedy in equity or under Applicable Laws. Upon revocation or termination, all rights of the Franchisee granted by this Franchise shall cease, and the County may suspend or withdraw approval of any active ROW construction permits.

23.2 A Party asserting a Default shall give the other Party written notice of such Default, stating with specificity the events or circumstances and nature of the alleged Default. The Party receiving such notice shall have thirty (30) days following receipt to: (1) cure the Default; or (2) demonstrate to the other Party's satisfaction that a Default does not or no longer exists; or (3) submit a plan satisfactory to the other Party to correct the Default within a reasonable time. If, at the end of the sixty (60) day cure period, the non-defaulting Party reasonably believes that the Default is continuing and the Party allegedly in Default is not taking satisfactory corrective action to cure or correct the Default, then the other Party may invoke any of the remedies available under this Franchise, in equity, or under Applicable Laws.

23.3 The County may, in its discretion, provide additional opportunity for Franchisee to remedy the Default and come into compliance with this Franchise so to avoid revocation or termination.

23.4 During any period in which Franchisee is in Default the County may suspend, withdraw, or decline to issue any ROW construction permits to Franchisee.

23.5 If the County, in its sole discretion, reasonably determines that circumstances require immediate action to prevent or mitigate an Emergency or any substantial and imminent risk to public health, welfare, or safety or imminent and substantial damage to the County ROW or adjacent properties, then the County may pursue any remedies under this Franchise, in equity, or under Applicable Laws without prior notice of Default to Franchisee and without waiting for the Default cure period to expire.

23.6 If this Franchise is revoked or terminated for any reason, the County may satisfy any remaining financial obligations of Franchisee by utilizing any funds available under the performance bond required in Section 19 (Performance Bond).

Section 24. Disputes; Remedies to Enforce Compliance; No Waiver

24.1 If a dispute under this Franchise other than a Default arising under Section 23 (Default, Revocation, and Termination) arises between the County and Franchisee, it shall first be referred

to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good-faith effort to achieve resolution of the dispute. If the Parties' representatives are unable to resolve the dispute during their initial meeting, and unless further negotiations are agreed upon by the Parties, the dispute shall be referred to mediation. The Parties shall mutually select a mediator to assist them in resolving their differences. If the Parties cannot mutually select a mediator then the County shall provide Franchisee a list of three mediators and Franchisee shall select one from the list. Any reasonable expenses incidental to mediation shall be borne equally by the Parties, provided that each Party shall bear its own legal expenses unless the mediation results in a different allocation.

If mediation fails to resolve the dispute within thirty (30) days after the matter is eligible for submission to mediation, then either Party may then pursue any remedy under this Franchise, in equity, or under Applicable Laws, provided that if the Party seeking judicial redress does not substantially prevail in the judicial action, then it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

24.2 Failure of the County or Franchisee to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County or Franchisee from pursuing such right or remedy at any future time.

24.3 If the County reasonably determines that circumstances require immediate action to prevent or mitigate imminent and substantial damage or injury, then it may immediately pursue any remedy available at law or in equity without having to follow the dispute resolution procedures in this Section 24.

24.4 In addition to judicial enforcement and any remedies under this Franchise, in equity, and Applicable Laws, the Manager of the Real Estate Services Section and the Director of the Road Services Division are authorized to enforce this Franchise in accordance with the enforcement and penalty provisions of KCC Title 23.

Section 25. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed a waiver of the County's right to exercise its police power to protect the health, safety and welfare of the public, and the County reserves all such powers.

Section 26. Eminent Domain

Franchisee Facilities are subject to the power of eminent domain. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 27. Survival

27.1 Until such time as all of Franchisee Facilities have been removed or have been decommissioned in place in accordance with Section 14 (Decommissioning of Franchisee Facilities), all of the following provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation or termination of the Franchise: (A) Section 4 (Right of Way Construction Permit Required); (B) Section 5 (Emergency Work);

(C) Section 6 (Compliance with Applicable Laws; Performance Standards); (D) Section 7 (Restoration of County ROW); (E) Section 8 (Maps and Records); (F) Section 9 (Relocation of Franchisee Facilities); (G) Section 12 (Hazardous Materials); (H) Section 13 (Dangerous Conditions; Authority for County to Abate); (I) Section 14 (Decommissioning of Franchisee Facilities); (J) Section 15 (Consideration and Reservation of Rights); (K) Section 16 (Hold Harmless and Indemnification); (L) Section 17 (Franchise Administration); (M) Section 18 (Insurance Requirements); (N) Section 19 (Performance Bond); (O) Section 23 (Default, Revocation, and Termination); (P) Section 24 (Disputes; Remedies to Enforce Compliance; No Waiver); and (Q) Section 28 (Governing Law, Stipulation of Venue, and Non-Discrimination).

27.2 After such time as all Franchisee Facilities have been removed or decommissioned in place to the County's satisfaction, only the following provisions shall survive the expiration, revocation, or termination of the Franchise, including any Holdover Period: (A) Section 8 (Maps and Records); (B) Section 12 (Hazardous Materials); (C) Section 16 (Hold Harmless and Indemnification); and (D) Section 17 (Franchise Administration).

27.3 The following provisions shall survive as to any area removed from the coverage of the Franchise as the result of events including, but not limited to, full or partial termination of the Franchise, annexation or incorporation under Section 20, and reduction of the Franchise Area under Section 21: (A) Section 8 (Maps and Records); (B) Section 12 (Hazardous Materials); (C) Section 16 (Hold Harmless and Indemnification); and (D) Section 17 (Franchise Administration).

Section 28. Governing Law, Stipulation of Venue, and Non-Discrimination

28.1 This Franchise and all use of the County ROW granted herein shall be governed by the laws of the State of Washington without giving effect to its choice of law rules or conflicts of law provisions, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

28.2 Nondiscrimination: Franchisee shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under KCC 12.16.125, as now codified and as hereafter amended. Franchisee shall comply fully with all applicable federal, state, and local Laws, ordinances, executive orders, and regulations that prohibit such discrimination. These Laws include, but are not limited to, King County Charter Section 840, RCW chapter 49.60, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default of this Franchise and shall be grounds for revocation, termination, or suspension, in whole or in part, of the Franchise and may result in ineligibility for further agreements with the County.

Section 29. Severability

If any Section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity 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, phrase, or provision of this Franchise, nor the application of the provision at issue to any other person or entity.

Section 30. Notice and Emergency Contact

30.1 Wherever in this Franchise written notices are to be given or made, they will be sent by certified mail, return receipt requested, or reliable overnight courier to the addresses listed below, unless different addresses shall be designated in writing and delivered to the other Party. The Parties may also provide notice by email. If a Party disputes the delivery or receipt of notice by email then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

KING COUNTY

King County Facilities Management Division
500 Fourth Avenue, Room 800
Seattle, WA 98104
Attn: Real Estate Services: Franchise
Email: Franchise.FMD@KingCounty.gov
Phone: (206) 477-9350

CITY OF REDMOND

PO Box 97010; 2NPW
Redmond, WA 98073
Attn: Director of Public Works

CITY OF REDMOND Emergency Contact

Public Works Maintenance & Operations Center
Phone: 425-556-2500

30.2 If a notice or communication is given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. The Party giving notice by means other than registered or certified U.S. Mail is responsible to confirm delivery of such notice.

30.3 Franchisee shall also provide the County a current emergency contact name (or title) and phone number available twenty-four (24) hours a day, seven (7) days a week. Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 31. Amendment

The Director of FMD or designee is authorized to execute the following amendments on behalf of the County without prior County Council Approval: changes to the Franchise Area, extension of this Franchise under Section 3.2 (Term), agreements under Section 15 (Consideration and Reservation of Rights), adjustments under Section 18 (Insurance Requirements), and minor technical corrections or updates. All other amendments to this Franchise shall be subject to County Council approval.

Section 32. Acceptance

Franchisee shall have ninety (90) days to accept this Franchise, beginning from the date that the County Council adopts an ordinance authorizing this Franchise. If Franchisee wishes to accept this Franchise, then Franchisee shall execute it and the fully executed Franchise shall be filed with the Clerk of the County Council ("Clerk"). Filing the executed Franchise with the Clerk shall be deemed Franchisee's unconditional written acceptance of this Franchise. Full and timely acceptance of this Franchise is a condition precedent to it taking effect. If this Franchise is not executed and filed with the Clerk within the time specified in this Section 32, then this Franchise will be voidable in the County's sole and absolute discretion and if the County voids it then this Franchise will have no force or effect.

Section 33. Exhibits

The following attached Exhibits are made a part of this Franchise. The terms of any amendments to this Franchise and the Exhibits shall control over any inconsistent provision in the Sections of this Franchise.

Exhibit A: Franchise Area Legal Description

Exhibit B: Franchise Area Maps

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the date and year set forth below.

CITY OF REDMOND

KING COUNTY,

a home rule charter county and political subdivision
of the State of Washington

The Honorable Angela Birney Date
Mayor

Anthony O. Wright Date
Director, Facilities Management Division

Approved as to form:

Senior Deputy Prosecuting Attorney Date

(NOTARY PAGE FOLLOWS)

CITY OF REDMOND

STATE OF WASHINGTON)
) : ss.
COUNTY OF King County)

On this _____ day of _____, 20____, before me personally appeared the Honorable Angela Birney, and under oath stated that as Mayor of the City of Redmond, she was authorized to execute the foregoing instrument, which she signed as a free and voluntary act on behalf of and with the knowledge and authority of the City of Redmond.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

KING COUNTY

STATE OF WASHINGTON)
) : ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Anthony O. Wright, known to me as the Director, Facilities Management Division, for King County, and under oath stated that he was authorized to execute the foregoing instrument, which he signed as a free and voluntary act on behalf of and with the knowledge and authority of King County.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

EXHIBIT A

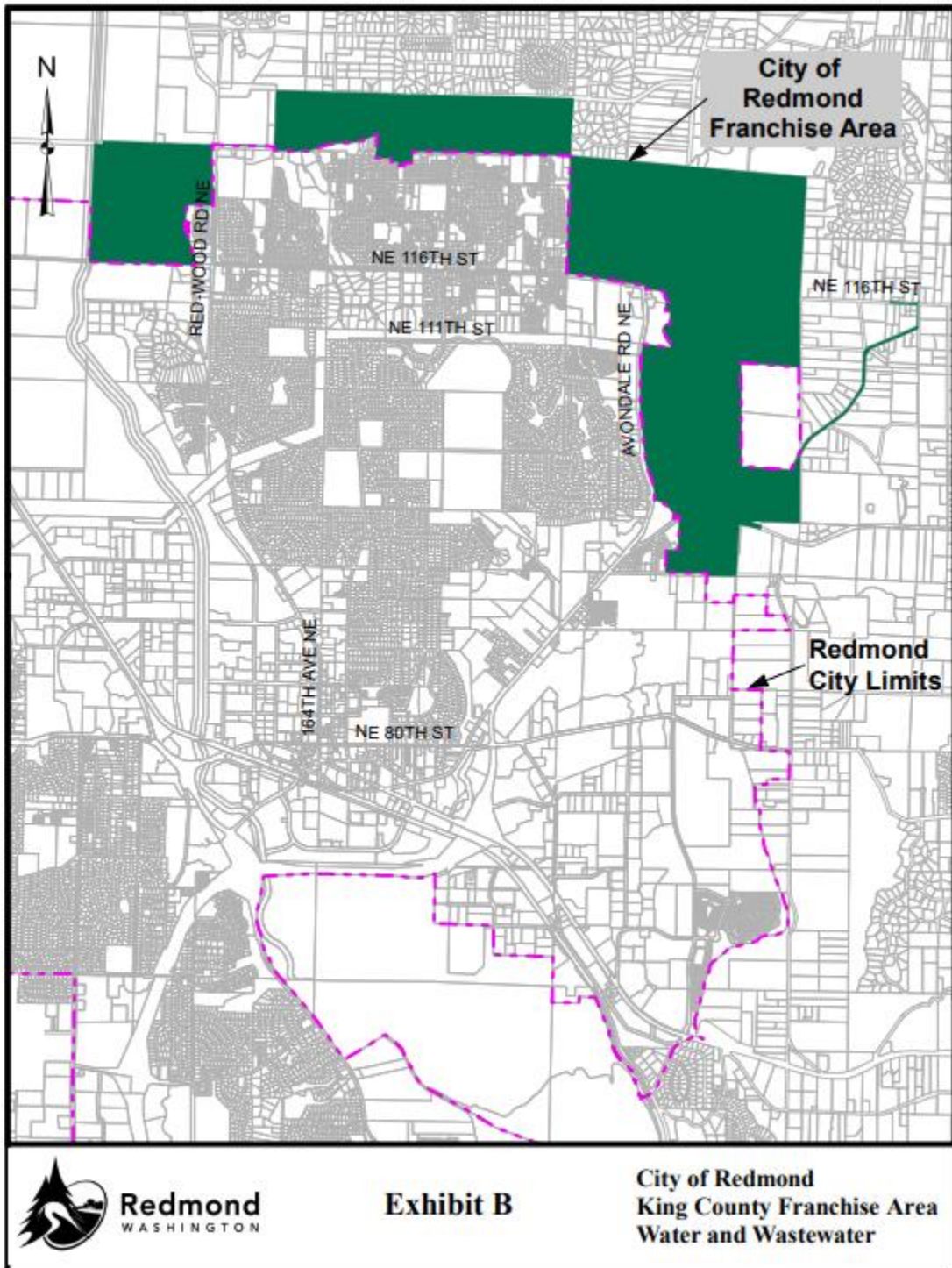
FRANCHISE AREA LEGAL DESCRIPTION

King County right-of-way located within any of the following locations:

- Section 6, T.25N., R.6E
- Section 25, T.26N., R.5E
- Section 26, T.26N., R.5E
- Section 29, T.26N., R.6E
- Section 30, T.26N., R.6E
- Section 31, T.26N., R.6E
- Section 32, T.26N., R.6E

EXHIBIT B

FRANCHISE AREA



City of Redmond – Novelty Hill

**RIGHT-OF-WAY FRANCHISE
FOR
WATER AND SEWER FACILITIES**

Franchise No. _____

King County, Washington

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RECITALS

- A. WHEREAS, Pursuant to Article 11, Sec. 4 of the Washington Constitution, Revised Code of Washington (“RCW”) 36.55.010, and Chapter 6.27 of the King County Code (“KCC”), King County, a home rule charter county and political subdivision of the State of Washington, is authorized to grant franchises for use of King County Road Rights-of-Way (“County ROW”); and
- B. WHEREAS, King County grants franchises to persons or Utility organizations to authorize the Utilities to use County ROW to provide utility service in unincorporated areas of King County. Franchises grant a valuable property right to Utility organizations to use County ROW, and thereby allow the Utilities to profit and benefit from the use of County ROW in a manner not generally available to the public; and
- C. WHEREAS, in 1998, the City of Redmond was granted King County Franchise No. 12967, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of sewer system facilities to serve the south Novelty Hill area, the term of which will expire on January 5, 2023; and
- D. WHEREAS, in 1998, the City of Redmond was granted King County Franchise No. 12968, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of water system facilities to serve the south Novelty Hill area, the term of which will expire on January 5, 2023; and
- E. WHEREAS, in 2002, the City of Redmond was granted King County Franchise No. 14424, which amended Franchise No. 9036 by expanding the franchise area to the north Novelty Hill area. This amendment to Franchise No. 9036 for the right to use County ROW for the Construction, Operation, and Maintenance of water system facilities expired on June 14, 2018; and
- F. WHEREAS, in 2009, the City of Redmond was granted King County Franchise No. 14307, a twenty-five year franchise for the right to use County ROW for the Construction, Operation, and Maintenance of sewer system facilities to serve the north Novelty Hill area, the term of which will expire on March 25, 2027; and
- G. WHEREAS, on April 24, 2019, the City of Redmond applied for a King County Utility franchise for the right to use County ROW for the Construction, Operation, and Maintenance of water and sewer system facilities, and to combine portions of the franchise areas approved in the franchises listed above into one Novelty Hill Franchise Area delineated in Exhibits A and B; and
- H. WHEREAS, the King County Departments of Executive Services and Department of Local Services have reviewed the City of Redmond’s application for a Utility franchise; and
- I. WHEREAS, the King County Utilities Technical Review Committee reviewed and approved the City of Redmond’s Utility franchise application prior to its submission to the King County Council for approval; and
- J. WHEREAS, legal notice of the franchise application and of the hearing has been given as

required by law; and

- K. WHEREAS, the County Council held a public hearing on _____ (date), to solicit comments from the public and to consider whether to grant the requested franchise to the City of Redmond.

GRANT OF FRANCHISE

By Ordinance No. _____, the King County Council authorized the King County Executive to grant this non-exclusive Utility Franchise for water and sewer system facilities to the City of Redmond, subject to the terms and conditions contained in this franchise agreement.

King County hereby grants unto the City of Redmond the right, privilege, and authority to Construct, Operate, and Maintain its water and sewer system facilities in, upon, over, along, across, through and under that certain County ROW located within the Franchise Area described in the attached Exhibits A and B (the “Franchise”).

This Franchise is a valuable personal property right, but does not transfer, convey, or vest an easement, interest, or title in or to any County ROW or portions thereof, in or to the City of Redmond. This Franchise is granted subject to all of the terms and conditions contained herein.

TERMS AND CONDITIONS

Section 1. Definitions

References to any County official or office also refer to any office that succeeds to any or all of the responsibilities of the named office or official. In addition, the following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this Section 1 when capitalized in the text. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Applicable Laws. “Laws” or “Applicable Laws” include federal, state, and local laws, regulations, and utility standards including, but not limited to, the County's comprehensive plan, Road Standards, King County regulations for accommodation of utilities on county road rights-of-way, zoning code, and other regulations that are applicable to any and all work or other activities performed by Franchisee pursuant to or under authority of this Franchise, Franchisee’s approved comprehensive plan under KCC 13.24.010, and state and local health and sanitation regulations. Unless otherwise stated herein, references to laws include laws now in effect as of the Effective Date of this Franchise as now codified or hereafter amended.

Authorized Hazardous Materials. Hazardous Materials that are reasonably necessary for Franchisee’s activities authorized by the Franchise and that are customarily used in Franchisee’s industry. The use of Authorized Hazardous Materials does not constitute a Release.

Construct or Construction. Activities performed by Franchisee, its agent, representatives, employees, and Contractors to construct, reconstruct, install, reinstall, align, realign, locate,

relocate, adjust, affix, attach, modify, improve, or remove Franchisee Facilities, and related activities such as digging or excavating for the above purposes.

Contractor. All agents carrying out any activities on behalf of Franchisee, including subcontractors.

County. King County, a home rule charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

County Council. “County Council” or “King County Council” shall mean the metropolitan county council of King County, a home rule charter county, in accordance with the Constitution of the State of Washington and the King County Charter.

County Parties. The County, its elected and appointed officials, officers, employees, and agents.

County Risk Manager. The director of the County’s Office of Risk Management Services.

County Road Engineer. The county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and RCW 36.80.010 as now codified or hereafter amended.

County Road Right-of-Way. “County Road Right-of-Way” or “County Road Rights-of-Way,” either of which may be abbreviated as “County ROW” shall mean public land, property, or property interest, (e.g., an easement), usually in a strip, as well as bridges, trestles, or other structures, acquired by or dedicated to the County or otherwise devoted to transportation purposes. For purposes of this Franchise, “County ROW” does not include recreational or nature trails except where they intersect with or are located within County ROW. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through or under the County ROW.

Default. A failure to perform, satisfy, or discharge, or to breach any term, condition, representation, warranty, or other obligation under this Franchise.

Director. “Director” refers to: 1) the Director of the Facilities Management Division (“Director of FMD”) or his or her designee, or 2) the Director of the Road Services Division (“Director of RSD”) or his or her designee, depending on the context.

Effective Date. The date this Franchise is fully executed by the Parties.

Emergency. Any situation that creates or presents an immediate risk of danger to life, property, safety, public health, or the environment.

Environmental Laws. Any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, proceeding, or instruction pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. (“CERCLA”); the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et. seq.; the Washington Water Pollution Control Act, RCW 90.48,

and any laws concerning above ground or underground storage tanks.

Franchisee. This agreement and any amendments or exhibits to this agreement.

Franchise Area. That portion of the County ROW wherein the County has authorized Franchisee to place Franchisee Facilities, as identified and described in the attached Exhibits A and B.

Franchisee. The City of Redmond, and its successors and those assignees approved pursuant to Section 22 (Transfer and Assignment).

Franchisee Facilities. The facilities owned, co-owned or operated by Franchisee, including its water and sewer system infrastructure including but not limited to mains, transmission lines, force mains, service lines, hydrants and other appurtenances and equipment within the Franchise Area that are necessary for the purposes of delivering water and providing fire suppression and sewer services.

Hazardous Material(s). Any waste, pollutant, contaminant, deleterious substance, or other material that now or in the future becomes regulated, controlled, or defined under any Environmental Laws.

Maintenance or Maintain. Examining, testing, inspecting, maintaining, repairing, and replacing Franchisee Facilities or any part thereof as necessary for safe Operations, repairs required by the County under KCC 6.27.060.C.3, and related activities, as performed by on or behalf of Franchisee.

Operate or Operations. The use of Franchisee Facilities for delivery of water and sewer service to Franchisee's customers and providing fire suppression facilities and services.

Party or Parties. The County and Franchisee individually or collectively as the context in this Franchise provides.

Release. The release, leak, deposit, seepage, spill, or escape of any Hazardous Material caused or contributed to by Franchisee or a Contractor.

Road Standards. The King County Road Design and Construction Standards adopted pursuant to KCC 14.42.010 and as now or hereafter amended.

Roadside Management Program. The term "Roadside Management Program" or "RMP" shall mean a program developed by Franchisee and accepted by the County for Franchisee to remove or relocate at its cost its Franchisee Facilities that are not compliant with the Road Standards.

Roadside Management Program Work Plan. "Roadside Management Program Work Plan" or "RMP Work Plan" shall mean an annual roadside Franchisee Facility remediation plan, including a schedule of work for the coming year to accomplish the RMP.

Roadside Management Program Work Report. "Roadside Management Program Work Report" or "RMP Work Report" shall mean an annual year-end report of progress on the remediation work carried out during the prior year under the RMP and RMP Work Plan.

Utility. All persons or public or private organizations of any kind that are subject to the provisions of Chapters 6.27, 6.27A, 14.44, and 14.45 of the King County Code with regard to use of County ROW.

Section 2: Non-Exclusive Franchise

2.1 The Franchise is granted to Franchisee as a non-exclusive Franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any County ROW, in whole or in part. The County expressly retains its power to make or perform any and all modifications or relocations reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, improvement, repair, operation, maintenance, or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Activities carried out by or on behalf of Franchisee on any Franchisee Facility shall be performed in a safe and workmanlike manner, in a manner that minimizes interference with the free flow of traffic and the use of adjacent property, whether such property is public or private.

2.3 Franchisee accepts the Franchise Area in an “as-is with all faults” basis with any and all patent and latent defects and is not relying upon any representation or warranties, express or implied, of any kind whatsoever from King County as to any matters concerning the County ROW, including, but not limited to the physical condition of the County ROW; zoning status; presence and location of existing facilities; operating history; compliance of the County ROW with Environmental Laws or other Laws and other requirements applicable to the County ROW; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over or in proximity to the County ROW; the condition or existence of any above-ground or underground structures or improvements, including tanks and transformers in, on, over or under the County ROW; the condition of title to the County ROW; and any leases, easements, franchises, orders, licenses, or other agreements, that might affect the County ROW, whether of record or not (collectively, the “Condition of the County ROW”).

King County hereby disclaims any representation or warranty, whether express or implied, as to the design or condition of the County ROW, its merchantability or fitness for any particular purpose, the quality of the material or workmanship of County ROW, or the conformity of any part of the County ROW to its intended uses. King County is not responsible to Franchisee or any Contractor for any damages to any of them relating to the design, condition, quality, safety, merchantability or fitness for any particular purpose of any part of the County ROW, or the conformity of any such property to its intended uses. Franchisee shall notify its Contractors of King County’s disclaimer. Franchisee represents and warrants to King County that neither Franchisee nor any Contractor has relied and will not rely on, and King County is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Condition of the County ROW or relating thereto made or furnished by King County, or any agent representing or purporting to represent King County, to whomever made or given, directly or indirectly, orally or in writing.

Section 3. Term

3.1 The initial term of this Franchise is for a period of ten (10) years (the "Initial Term") from the Effective Date, unless earlier terminated or revoked.

3.2 Franchisee may request an extension of the Initial Term, and the Director of FMD, on behalf of the County, may extend the Initial Term of this Franchise for an additional period of up to fifteen (15) years, under the following circumstances:

(A) Franchisee's request to extend the Initial Term must be in writing and submitted to the County not more than one (1) year nor less than two hundred forty (240) days prior to the expiration of the Initial Term, and

(B) Franchisee has maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The Director of FMD shall have final authority to determine Franchisee's substantial compliance with the terms and conditions of this Franchise.

3.3. The Initial Term will not be extended under this Section 3 unless Franchisee receives approval of an extension and the length of the extension in writing from the County within ninety (90) days of the County's receipt of Franchisee's request to extend.

3.4 If the Initial Term is not extended, and Franchisee wishes to continue to operate in the Franchise Area, Franchisee shall promptly file an application with the County for renewal of this Franchise in accordance with KCC 6.27.054. Upon receipt of such application, the County and Franchisee shall commence good faith negotiations on the terms and conditions of a franchise renewal.

If the Parties are unable to reach agreement to renew this Franchise prior to expiration of the Initial Term, then this Franchise will expire at the end of the Initial Term and Franchisee will be considered an unfranchised Utility under KCC Chapter 14.44. If Franchisee continues to use the Franchise Area for Franchisee Facilities after the expiration of the Franchise, Franchisee's continued use shall be subject to the terms and conditions of the expired Franchise, including Consideration, and at the will of the County ("Holdover Period"). Said use will not constitute a renewal or extension of the Franchise and will be subject to termination by the County in its sole and absolute discretion upon sixty (60) days written notice to Franchisee.

Section 4. Right-of-Way Construction Permit Required

4.1 Franchisee shall not commence or direct the commencement of any Construction or Maintenance until the County, pursuant to KCC Chapter 14.44, has issued a Right-of-Way ("ROW") construction permit authorizing such activities. Applications for ROW construction permits shall be presented to the King County Real Estate Services Section along with such detailed design and construction plans and documents, studies, and reports as are required by the Real Estate Services Section.

4.2 Any and all activities performed by or on behalf of Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to the King County Comprehensive Plan, the standards of good practice

in the King County Regulations for Accommodation of Public Utilities on County ROW, the Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any ROW construction permit and other permits or approvals required under the King County Code. All Franchisee Facilities and all Construction or Maintenance shall be the responsibility of Franchisee and the County hereby disclaims any duty or obligation regarding the same. All permits for Construction or Maintenance shall be applied for and issued in the name of Franchisee, and Franchisee shall be responsible for all work done under the permit, regardless of who performs the work.

4.3 Franchisee and Contractors shall comply with any and all conditions contained in applicable permits or approvals.

Section 5. Emergency Work

5.1. If Franchisee Facilities become damaged or nonoperational such that an Emergency is presented, or if Franchisee or any Contractor carries out Construction or Maintenance in a manner that creates an Emergency, then Franchisee shall immediately take such measures as are reasonably necessary to repair the Franchisee Facilities at issue or to remedy the Emergency. In the event of an Emergency as described above, Franchisee may take corrective action immediately, without first applying for or obtaining an ROW construction permit. However, the need to take immediate corrective action shall not relieve Franchisee from its obligation to notify the County and to obtain an ROW construction permit or any other permits necessary for the corrective actions. In the event of any Emergency, whether described in this Section 5 or otherwise, Franchisee shall, upon discovery of the Emergency, immediately notify the County of the Emergency via email to the Road Services Division and the Real Estate Services Section. Emergency contact should be directed to KCUIU@kingcounty.gov and Res.permits@kingcounty.gov. ROW construction permit applications must be submitted as soon as reasonably feasible, yet no later than five (5) working days after Franchisee discovers the Emergency. In the event of a dispute, Franchisee shall bear the burden to prove (i) that the County received such notice and (ii) when the County received such notice.

5.2 If the County discovers or is alerted by a third party of an Emergency involving Franchisee Facilities, the County will first make a good faith effort, taking into account the exigency of the circumstances, to contact Franchisee to allow Franchisee to remedy the Emergency. If the County is unable to contact Franchisee or Franchisee is unable to remedy the Emergency in a timely manner, the County may take corrective action, and Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to Franchisee's proportionate share of the costs of County personnel assigned to review emergency corrective action plans or to oversee or engage in any corrective action as a result of the Emergency.

Section 6. Compliance with Applicable Laws; Performance Standards

6.1 Franchisee shall comply with all Applicable Laws.

6.2 Construction or Maintenance shall not unreasonably impede: (A) public use of the County ROW or associated road(s) for vehicular and pedestrian transportation; (B) construction or maintenance activities by other authorized users of the Franchise Area or County ROW, or access to or use of their facilities; (C) the operation, maintenance, or improvement by the County of any

County ROW, or other public property impacted by the Construction or Maintenance; or (D) the use of the Franchise Area or County ROW for other governmental purposes. Construction or Maintenance shall comply with all permit conditions or other requirements.

6.3 At all times during Construction or Maintenance, Franchisee shall post and maintain proper barricades and comply with all applicable safety regulations as required by King County Code or the laws of the State of Washington, including but not limited to RCW 39.04.180 for the construction of trench safety systems.

6.4 Before commencing or directing the commencement of any work that may disturb any existing monuments or markers relating to subdivisions, plats, roads, or surveys, Franchisee shall: (A) reference all such monuments and markers consistent with RCW 58.09.130; and (B) obtain a permit (if required) from the Washington State Department of Natural Resources prior to the commencement of work pursuant to WAC 332-120. The cost and replacement of all such monuments or markers disturbed by a Contractor shall be the responsibility of Franchisee.

6.5 If Franchisee plans to excavate in the Franchise Area, Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County or any other authorized users of the Franchise Area (or all of them) to participate in such excavation, and shall coordinate such participation with the County or such other authorized entities; provided, that Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with Franchisee:

- (A) such joint excavation would unreasonably delay Construction or Maintenance; or
- (B) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or
- (C) valid safety reasons exist for denying a request for such joint excavation or the proposed facilities of the third party conflict with the best practices employed by Franchisee; or
- (D) the excavation is for the purpose of an Emergency response consistent with Section 5 (Emergency Work) of this Franchise.

6.6 Franchisee shall maintain all Franchisee Facilities in a good state of repair. Franchisee shall, at no expense to the County, promptly repair Franchisee Facilities, including all appurtenant facilities and service lines connecting Franchisee's system to users, if the repair is required by the County for any reasonable purpose.

6.7 Franchisee shall maintain a reasonably clear area, not less than five (5) feet, around all Franchisee Facilities permitted and installed above ground so they will be clearly visible for purposes of County operations and maintenance. If Franchisee intends to use chemical sprays to control or kill weeds and brush, then Franchisee must first obtain an ROW construction permit. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

6.8 Franchisee shall provide, install, and maintain fire suppression water facilities and services as required by all Applicable Laws, including without limitation KCC 6.27.060.C.2. Fire suppression water facilities, equipment and services shall be considered part of Franchisee Facilities and shall be provided, installed, and maintained at no cost to the County.

Section 7. Restoration of County ROW

7.1 Upon completion of Construction or Maintenance, Franchisee shall, at no expense to the County, restore the Franchise Area and any adjacent areas directly affected by Construction or Maintenance to as good or better condition as it was prior to the commencement of the Construction or Maintenance. The County Road Engineer shall have final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth in permit conditions.

Section 8. Maps and Records

8.1 Franchisee shall maintain accurate records to document activities performed pursuant to this Franchise for six (6) years following the expiration, revocation, or termination of this Franchise, or any Holdover Period, whichever is later. Required records include the following:

- (A) records of Construction, Maintenance, Operation, inspections and regulatory compliance for all Franchisee Facilities subject to this Franchise; and,
- (B) as-built plans or, when as-built plans are not available, 100% design drawings as modified following construction, maps, GPS charts, and any other records depicting the final locations and conditions of Franchisee Facilities (“As-Built Plans”).

8.2 The County shall have the right to review such records or to request copies of such records, which Franchisee shall provide at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update its records to correct the discrepancy. With respect to any excavations within the Franchise Area undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either Party of its obligations under RCW 19.122 with respect to determining the location of utility facilities.

8.3 If Franchisee considers any portion of its records provided to the County to be protected from disclosure under law, Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW 42.56, to inspect or copy the information so identified by Franchisee and the County determines that release of the information is required by the Act or is otherwise appropriate, the County's sole obligations shall be to notify Franchisee in writing (A) of the request and (B) of the date that such information will be released to the requestor unless Franchisee obtains a court order to enjoin disclosure under RCW 42.56.540. The County shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section 8.3 assumes, no obligation on behalf of Franchisee to claim or make any exemption from disclosure under the Act. The County shall not be liable to Franchisee for releasing records not clearly identified by Franchisee as confidential or proprietary. The County shall not be liable to

Franchisee for any records that the County releases in compliance with this Section 8.3 or in compliance with an order of a court of competent jurisdiction.

Section 9. Relocation of Franchisee Facilities

9.1 Franchisee shall be responsible, at no expense to the County, to repair, adjust, or relocate all Franchisee Facilities if such, repair, adjustment or relocation is determined by the County to be reasonably necessary.

9.2 If an Emergency requires the relocation of Franchisee Facilities, the County shall give Franchisee notice of the Emergency as soon as reasonably practicable. Upon receipt of such notice from the County, Franchisee shall respond as soon as reasonably practicable to relocate the affected Franchisee Facilities.

9.3 Upon request by the County and in order to facilitate the design and construction of any County improvements in the Franchise Area or County ROW, Franchisee shall locate and, if the County deems it reasonably necessary, excavate and expose, at its sole cost and expense, Franchisee Facilities for inspection by the County; provided that Franchisee shall not be required to excavate and expose Franchisee Facilities for inspection unless the County Road Engineer reasonably determines that Franchisee's record plans and record drawings are inadequate for the County's planning purposes. The decision to require relocation of any Franchisee Facilities to accommodate County improvements shall be made by the County Road Engineer in his or her sole and absolute discretion upon review of the location and construction of Franchisee Facilities.

9.4 In the event a condition or requirement imposed by the County upon any person or entity other than County Parties (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) reasonably necessitates adjustment, modification, relocation or removal of any Franchisee Facilities, then Franchisee shall adjust, modify, relocate or remove such Franchisee Facilities to accommodate such condition or requirement imposed by the County, at no cost to the County; provided that nothing in this Franchise is intended or shall be construed to prohibit Franchisee from assessing on such other person or entity the costs of adjustment, modification, relocation or removal as a condition of such action pursuant to this Section 9.

9.5 If the County determines that a County capital improvement necessitates relocation of Franchisee Facilities in the County ROW, then:

(A) The Parties shall comply with the provisions of KCC 6.27.060.C.5.

(B) Unless the Parties agree otherwise, Franchisee shall complete relocation of Franchisee Facilities at least ten (10) days prior to commencement of the construction phase of the County capital improvement project, at no charge, cost or expense to the County.

(C) Unless the Parties agree otherwise, if Franchisee fails to complete relocation of Franchisee Facilities within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to Franchisee. Franchisee shall remit payment to the County within thirty (30) days of receipt of an itemized list of associated costs.

9.6 When the County or its contractor provides notice to Franchisee, in accordance with RCW 19.122, of its intent to excavate in the Franchise Area or County ROW, Franchisee shall, at no expense to the County, provide the County or its contractor the best information available from Franchisee's records or, where reasonable, from the use of locating equipment as to the location of Franchisee Facilities, as well as to the location of facilities connected to its system that are in the Franchise Area and that Franchisee does not own, including appurtenant facilities and service lines connecting its system to users. Franchisee shall mark the surface where surface marking would reasonably be of use in the excavation. If Franchisee fails to make good faith efforts to provide the information required in this Section 9.6 within the deadlines provided by RCW 19.122, Franchisee shall defend, indemnify and hold the County harmless for all claims and reasonable costs that result from damage to Franchisee Facilities or other connected facilities if the damage occurs as a result of Franchisee's failure to provide the information. Nothing in this Section 9.6 is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or Franchisee toward any third party, nor is anything in this Section intended or to be construed to alter the rights and responsibilities of the Parties under RCW 19.122, as amended.

9.7 Nothing in this Franchise shall prevent Franchisee from imposing reasonable terms when responding to a request for relocation of any Franchisee Facility by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County-owned, operated or maintained facilities and the relocation is not subject to the provisions of Section 9.3.

Section 10. Roadside Management Program

10.1 Within ninety (90) days following the Effective Date, Franchisee shall submit a Roadside Management Assessment ("RMA") to the County which includes an assessment of whether its Franchisee Facilities are all located underground, or, if some or all of its facilities are located above-ground, and whether the Franchisee Facilities comply with the Road Standards, including but not limited to Section 5.10, Roadside Obstacles. If, after preparing the RMA, Franchisee concludes that all Franchisee Facilities are located underground (or, if it has Franchisee Facilities located above-ground, Franchisee concludes that those Franchisee Facilities comply with the Road Standards), then Franchisee shall certify this finding in an RMA to the County Road Engineer.

10.2 If after completing an RMA Franchisee concludes that it has above-ground Franchisee Facilities that are not in compliance with the Road Standards, then Franchisee shall carry out a program acceptable to the County for Franchisee, at its sole cost and expense, to remove or relocate its non-compliant Franchisee Facilities to bring them into compliance with the Road Standards. Franchisee shall submit a Roadside Management Program to the County within one hundred twenty (120) days following the Effective Date. Once Franchisee's RMP is approved by the County, then Franchisee shall schedule and carry out the RMP in cooperation with the County. Franchisee shall submit an annual Roadside Management Program Work Plan identifying specific remediation projects to be accomplished during that year and an annual Roadside Management Program Work Report, showing the progress of remediation projects accomplished during the preceding year. The RMP Work Plan and the RMP Work Report shall both be due to the County by January 31st of every year of this Franchise, until such time that all Franchisee Facilities identified in the plan have been remediated and brought into compliance with the Road Standards.

10.3 If Franchisee installs or acquires above-ground Franchisee Facilities at any time after Franchisee has previously certified that all its Franchisee Facilities were located underground, then Franchisee must immediately update its RMA described in Section 10.1 as to whether the above-ground Franchisee Facilities comply with the Road Standards, and submit the updated RMA to the County Road Engineer. If Franchisee concludes that the above-ground Franchisee Facilities comply with the Road Standards, then Franchisee shall so certify to the County as required under Section 10.1. If Franchisee determines that the above-ground Franchisee Facilities do not comply with the Road Standards, then Franchisee shall carry out a remediation program consistent with Section 10.2.

Section 11. Repair of Third Party Facilities

11.1 Franchisee shall and hereby does assume the obligations set forth in KCC 6.27.060.C.6 with respect to facilities connected to its system that are within County ROW and that Franchisee does not own.

11.2 Franchisee shall comply with the terms and conditions of this Franchise when performing work on facilities connected to its system that are within the County ROW and that it does not own.

Section 12. Hazardous Materials

12.1 Franchisee may use Authorized Hazardous Materials in the Franchise Area; provided that Franchisee's use of Authorized Hazardous Materials in the Franchise Area shall at all times be undertaken in strict compliance with all Environmental Laws. Franchisee and Contractors shall not cause or contribute to a Release, in any manner, through act or omission.

12.2 If a Release occurs or if Franchisee or a Contractor discovers any Hazardous Material(s), then Franchisee shall immediately or as soon thereafter as reasonably possible (but in no event later than the next business day) provide written notice of the Release or Hazardous Material(s) to the County by email to the Real Estate Services Section (RES.permits@kingcounty.gov), and the Road Services Division (KCUIU@kingcounty.gov), and provide notice to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

12.3 The County shall not be liable to Franchisee or a Contractor for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with a Release under Franchisee's exercise of this Franchise and Franchisee hereby releases the County from any such claims. Franchisee shall be responsible, at no cost to the County, for promptly remediating any and all Releases within County ROW, during any time period in which Franchisee had Franchisee Facilities within the County ROW. Franchisee is also responsible for remediating any Releases that migrated from the County ROW to property outside the County ROW. At a minimum, Releases shall be remediated to the applicable cleanup standards under Environmental Laws that will allow for unrestricted use of the County ROW or adjacent property with no environmental covenant or other deed restriction required to be recorded. The County shall review and approve of any remediation plan prior to implementation, however, Franchisee shall be entitled to respond immediately to an Emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from migrating, leaching, or otherwise spreading,

and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Franchisee shall cooperate in any environmental investigations conducted by or at the direction of the County or any state, federal, or local agency with jurisdiction where there is evidence of contamination in the County ROW or where otherwise incidental to Franchisee's exercise of this Franchise, or where the County is directed to conduct such investigation by an agency or agencies having jurisdiction. Franchisee shall, at its sole cost and expense, timely prepare and submit any reports or communications relating to any remediation actions as required by Environmental Laws. Franchisee shall provide the County with copies of all reports, sampling data, and communications to and from government entities concerning Franchisee's remediation actions taken under this Section 12.3.

Notwithstanding Franchisee's obligation to completely remediate the Franchise Area and County ROW, in the event of any Release, the County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to investigate, contain or otherwise remediate the Release at issue. The County shall be entitled to reimbursement from Franchisee of any and all costs and expenses incurred by the County under this Section 12.3. Franchisee's reimbursement shall be due upon receipt of the County's invoice for such costs and expenses.

12.4 Franchisee shall address all Hazardous Materials encountered in conducting actions authorized under this Franchise in full compliance with Environmental Laws, including but not limited to the excavation, stockpiling, transportation and disposal of those materials, at no cost to the County. The County shall not be liable for any damages, costs, losses, expenses, penalties or liabilities arising out of or connected with the presence of Hazardous Materials and Franchisee hereby releases the County from any such claims. Franchisee shall conduct actions in the Franchisee Area in a manner that does not cause migration or other exacerbation of the Hazardous Materials. Before carrying out activities that might disturb Hazardous Materials, Franchisee shall contact the County regarding the proposed activity. The County reserves the right to propose alternatives to Franchisee that would not require Franchisee to disturb the Hazardous Materials. Franchisee is not required to remove or otherwise remediate any Hazardous Materials except to the extent necessary to conduct actions authorized under this Franchise or to the extent necessary to remediate any migration or other exacerbation of Hazardous Materials caused by Franchisee. Franchisee shall at no cost to the County, timely prepare and submit any reports or communications required by Environmental Laws concerning any actions under this Section 12.4, and Franchisee shall provide the County with copies of such reports or communications. Franchisee shall also provide the County documentation or other information concerning Franchisee's actions concerning Hazardous Materials that is not submitted to government entities. Nothing in this Franchise shall be construed as limiting Franchisee's ability to pursue the recovery of remedial action costs incurred for excavation, stockpiling, transportation and disposal of Hazardous Materials from parties other than the County, its elected and appointed officials and employees.

12.5 Franchisee hereby releases the County and each County Party from, and shall indemnify, defend (at the County's option and using counsel acceptable to the County), and hold the County and each County Party harmless from and against, any and all claims, liabilities, lawsuits, actions, judgments, awards, penalties, administrative proceedings, government orders, fines, expenses, costs (including but not limited to removal, remedial action, or other costs recoverable under CERCLA or MTCA), any and all other requirements, charges, interest, fees, or oversight costs, and all other damages (including, but not limited to, reasonable attorneys' fees and costs)

(collectively, “Environmental Claims”) incurred or suffered by the County or any County Party and arising out of or related to: (A) any Release within County ROW, including Releases that may migrate from County ROW to property outside County ROW; (B) the acts or omissions of Franchisee or Contractors under this Franchise; and (C) costs of compliance incurred in connection with any Environmental Claim, investigation or other action under Environmental Laws pursuant to Franchisee’s exercise of this Franchise.

12.6 If the County incurs attorneys’ fees, legal expenses, or other costs to enforce the provisions of this Section 12 against Franchisee or a Contractor, then all such fees, expenses, and costs shall be recoverable from Franchisee to the extent the County prevails in such action. The hourly rates for any award of attorneys’ fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party’s attorney(s).

12.7 The Parties specifically and expressly agree that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section 12, Franchisee waives its immunity under RCW Title 51 as to the County and the County Parties; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

12.8 All Claims involving Hazardous Material shall be subject to this Section 12 and not the indemnity and liability provisions of Section 16 (Hold Harmless and Indemnification). This Section 12 provides the Parties’ exclusive contractual remedies as to Hazardous Materials but does not limit and shall not be deemed to affect the County’s statutory rights of recovery or its common law causes of action.

Section 13. Dangerous Conditions; Authority for County to Abate

13.1 Whenever Construction, Operation, Maintenance, or abandonment of Franchisee Facilities has caused or contributed to a condition that, in the reasonable opinion of the County Road Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct Franchisee to remedy the condition or danger to the satisfaction of the County Road Engineer, within a specified period of time and at no expense to the County.

13.2 In the event that Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and Franchisee shall be liable to the County for the costs thereof.

13.3 This Section 13 does not affect the Parties’ rights and obligations regarding Emergencies under Section 5.

Section 14. Decommissioning of Franchisee Facilities

14.1 If Franchisee wishes to cease Operation and decommission in place any portion of Franchisee Facilities, Franchisee shall provide a written decommissioning request (“Request”) to the County a minimum of ninety (90) days prior to the date Franchisee intends to decommission Franchisee Facilities. Such Request may be delivered to the County as part of an application for a County ROW construction permit. Franchisee's Request shall specify which Franchisee Facilities it wishes to decommission in place along with an acknowledgment that Franchisee will maintain ownership and responsibility of decommissioned Franchisee Facilities in perpetuity.

14.2 The County will review the Request and assess whether decommissioning in place will pose a hazard to the public use of County ROW. If the County determines that the Request will pose a hazard to the public use of County ROW, the County may deny the Request or alternatively may approve the Request with terms and conditions that Franchisee must meet to ensure that the decommissioned Franchisee Facilities will not pose a hazard to the public use of County ROW.

14.3 If the County approves Franchisee's Request, Franchisee shall continue to own and be responsible for all decommissioned Franchisee Facilities.

14.4 If the County denies Franchisee's Request in whole or in part, or if Franchisee refuses to accept terms and conditions imposed to ensure that the decommissioned Franchisee Facilities will not pose a hazard to the public use of County ROW, then Franchisee may not decommission in place the subject Franchisee Facilities.

14.5 If Franchisee decommissions Franchisee Facilities after the County has denied its Request, or if Franchisee fails to satisfy any terms and conditions imposed to ensure that the decommissioned Franchisee Facilities will not pose a hazard to the public use of the County ROW, then Franchisee shall be deemed to have decommissioned Franchisee Facilities without authorization. In the event of any unauthorized decommissioning of any portion of Franchisee Facilities by Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the decommissioned Franchisee Facilities on behalf of Franchisee and restore the Franchise Area following such removal. If the County chooses to remove Franchisee Facilities and restore the Franchise Area on Franchisee's behalf, then the County may dispose of the removed Franchisee Facilities in any manner it deems fit, and Franchisee shall reimburse the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

14.6 Within ninety (90) days of the end of the term of this Franchise, including any extension, renewal or termination thereof, Franchisee shall provide a Request to the County pursuant to Section 14.1 if Franchisee wishes to decommission in place any of its Facilities. The Request and the Parties' associated obligations and rights shall be subject to the provisions of Sections 14.1 through 14.5. If Franchisee fails to provide such Request within ninety (90) days, Franchisee shall be deemed to have decommissioned in place its Facilities without authorization, and the County shall have the remedies available to it under Section 14.5 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

Section 15. Consideration and Reservation of Rights

15.1 In exchange for the right to use and occupy the County ROW to place its facilities, Franchisee shall pay the County franchise compensation in the nature of rent (“Consideration”) as provided in KCC 6.27.080. The parties have negotiated and agreed that after application of

credit for fire suppression water facilities and services required by Applicable Law, annual Consideration shall be \$22,515.00 per year, beginning in 2021. Consideration shall be adjusted annually based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer January through December Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Statistical Metropolitan Area at the end of the preceding year. The County shall provide Franchisee an invoice for Consideration, which shall be due and payable to King County within thirty (30) days of the date the Franchisee receives the invoice. If Consideration is not received by the County by the due date, interest shall be charged from that date until such time that payment is received at the maximum rate permitted under Washington State law, compounded daily.

- (A) The Parties have negotiated and agreed that Franchisee shall pay the County an additional \$62,860.00 in Consideration with the first invoice following the Effective Date, in exchange for use and occupation of the ROW between 2018 through 2020.
- (B) Beginning in 2025, and thereafter in each fifth (5th) year throughout the term of the Franchise Agreement (including any extension thereof), Consideration will be re-evaluated. The purpose of the re-evaluation is to capture changes in the Franchise Area or changes in the assessed land values of parcels adjacent to the right-of-way. Within sixty (60) days of written notice from King County, Franchisee shall notify the County of any changes to its Franchise Area and shall provide the County whatever information is needed to reflect such changes, including but not limited to a GIS compatible map and/or a legal description. In addition, Franchisee shall provide the County with updated customer counts, if any, so that Consideration may be determined in accordance with the Rules For Determining Franchise Compensation established pursuant to KCC 6.27.080, as now codified or hereafter amended.

15.2 No Consideration payment or acceptance of any payment made shall be construed as an accord by either Party that the amount paid is in fact the correct amount, nor shall any payment or acceptance of payment be construed as a release of any claim either Party may have for further reimbursement or additional sums payable or for the performance of any other obligation under the Franchise.

15.3 Separate from the Consideration that is the subject of Section 15.1, the County reserves for itself the right to impose a Utility tax on Franchisee, if such taxing authority is granted by the State of Washington.

15.4 Separate from the Consideration that is the subject of Section 15.1, Franchisee shall pay all applicable fees and costs as specified in the King County Code to cover the County's costs in reviewing, processing and administering this Franchise and all work related thereto.

15.5 If this Franchise terminates for any reason, or if Franchisee fails to satisfy such financial obligations within forty-five (45) days following receipt of written notice describing such financial obligations together with reasonable documentation evidencing such obligations, the County reserves the right to satisfy any remaining financial obligations of Franchisee by utilizing any funds available under any performance bond required in Section 19.

Section 16. Hold Harmless and Indemnification

16.1 Franchisee agrees to release, indemnify, defend (at the County's option and using counsel reasonably acceptable to the County), and hold harmless the County and each County Party from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs, government orders or other requirements, (collectively, "Claims") to the extent caused by, arising out of, incidental to, or related to the acts or omissions of Franchisee or its Contractor(s) in connection with Franchisee's exercise of rights and obligations under this Franchise. This covenant of release and indemnification shall include, but not be limited to: any and all Claims arising out of the placement of Franchisee Facilities; any failure by Franchisee or a Contractor to complete all related Construction, Maintenance, Operations, or any work or other activities in accordance with this Franchise; and fire suppression activities during fire events. In the event it is determined that RCW 4.24.115 applies to this Franchise, Franchisee agrees to defend, hold harmless and indemnify the County to the maximum extent permitted thereunder. Provided, however, that if a Claim arises out of or relates to the concurrent negligence of the Parties, then Franchisee's duties under this Section 16.1 shall apply only to the extent of the negligence of Franchisee and its Contractor(s). This Section 16.1 shall not apply to any Claim or other matters arising out of or related to any Release of Hazardous Materials, which Releases are addressed under Section 12 of this Franchise.

16.2 In the event the County incurs reasonable attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 16 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

16.3 The Franchisee's obligations described in 16.1 above include the duty to defend and indemnify the County and each County Party from any claims, demands, or suits brought by, or on behalf of, any employee, former employee, or agent of Franchisee, or any Contractor. To the extent necessary to carry out this obligation, Franchisee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act or workers' compensation law, including without limitation RCW Title 51, other workers' compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. The Parties acknowledge that this provision was mutually negotiated.

16.4 Franchisee's covenants and indemnifications provided in this Section 16 shall extend to the period of time during which Franchisee occupied the Franchise Area in a Holdover Period after expiration of the term of franchise Nos. 12967, 12968, 14307, and 14424.

16.5 The County shall give Franchisee timely written notice of any Claim covered by Franchisee's obligations under this Section 16. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, and the County shall cooperate fully with Franchisee, provided: (A) any settlement or compromise is consistent with the terms of this Franchise; and (B) any terms or conditions of a settlement other than the payment of money damages that in any way obligate or affect the County require the County's prior approval.

16.6 The County's permitting, approval, inspection, lack of inspection, or acceptance or rejection of any Construction, Maintenance, Operations, or any work or other activities associated with this Franchise, whether pursuant to this Franchise or pursuant to any other permit or approval

issued by the County in connection with Franchisee's exercise of its rights under this Franchise, shall not relieve Franchisee of any of the indemnification, defense and hold harmless obligations contained in this Section 16.

Section 17. Franchise Administration

The County's administration of this Franchise shall not be construed to create the basis for any liability on the part of the County Parties.

Section 18. Insurance Requirements

18.1 Franchisee shall procure and maintain for the duration of this Franchise (the Initial Term and any extensions of the Initial Term) and any Holdover Period thereafter, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with any Work contemplated by Franchisee or Contractor. Upon request of the County, Franchisee shall furnish separate certificates of insurance and policy endorsements from each Contractor as evidence of compliance with the insurance requirements of this Franchise.

18.2 Franchisee is responsible for ensuring compliance with all the insurance requirements stated herein. Failure by Franchisee or a Contractor to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

18.3 Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions) and/or pollution liability. Professional liability (errors and omissions) or pollution liability required by this Franchise is acceptable on a "claims made" basis/form. If any insurance required under this Franchise is purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Franchise, unless otherwise approved in writing by the County's Risk Management Office.

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

18.5 **Risk Assessment by Franchisee:** By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Franchisee or a Contractor under this Franchise, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Franchise's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Franchisee or a Contractor. Franchisee and its Contractor(s) shall assess

their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

18.6 Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as and with limits not less than the following:

(A) General Liability:

\$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, products- completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 0 1 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Pollution Liability:

Coverage in an amount no less than \$5,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(D) Workers Compensation:

Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(E) Employers Liability or "Stop Gap":

Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

18.7 Minimum Limits of Insurance - Construction Period: Prior to commencement of Construction and until Construction is complete and approved by the Parties, Franchisee shall cause its Contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this

Franchise. Franchisee and the County shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers' Compensation and Professional Liability. County Parties are not responsible for payment of the cost of such insurance. Franchisee's Contractor(s) shall maintain coverage and limits no less than the following:

- (A) Commercial General Liability: \$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, Products-Completed Operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.
- (B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- (C) Professional Liability (Errors & Omissions): In the event that services delivered pursuant to this Franchise either directly or indirectly involve or require professional services, Professional Liability (Errors & Omissions) coverage shall be provided with minimum limits of \$1,000,000, per claim and in the aggregate.
- (D) Contractor's Pollution Liability Coverage: Coverage in an amount no less than \$5,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.
- (E) Workers' Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.
- (F) Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

18.8 Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policy(s) shall not in any way limit County's right to coverage under the required insurance, or to Franchisee's or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Franchisee and its Contractor(s), even if no claim has actually been made or asserted against Franchisee or Contractor(s).

18.9 Other Insurance Provisions: The insurance policies required in this Franchise shall contain, or be endorsed to contain, the following provisions:

(A) All Liability Policies except Professional Liability (Errors and Omissions) and Workers Compensation.

1. The County and County Parties shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed work, or other activities performed by or on behalf of Franchisee or its agents, representatives, employees or Contractor(s) in connection with this Franchise. Additional insured status shall include Products-Completed Operations.

(B) With respect to all liability policies (except Workers Compensation):

1. Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, officers, employees or agents shall not contribute with the Franchisee's or any Contractor's insurance or benefit the Franchisee or Contractor, or their respective insurers in any way.
2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(C) **All Policies:** Coverage shall not be suspended, voided, canceled or materially changed until after thirty (30) days prior written notice has been given to the County. In the event of said cancellation or intent not to renew, Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section 18 by the cancellation date. Failure to provide proof of insurance could result in revocation or termination of the Franchise.

18.10 Acceptability of Insurers: Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B+:VII. Any exception must be approved by the County's Office of Risk Management Services. If, at any time, the foregoing policies shall fail to meet the above requirements, Franchisee shall promptly obtain a new policy, and shall submit the same, with appropriate certificates and endorsements, to the County.

18.11 Verification of Coverage: Prior to the execution of this Franchise, Franchisee shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required by this Franchise. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the location and operations to which the

insurance applies, the inception and expiration dates, and shall specify the form number of any endorsements issued to satisfy this Franchise's insurance requirements.

Upon request of the County, and within five (5) business days, Franchisee must provide copies of any renewal certificates of insurance and endorsements. In the event of a claim, Franchisee must provide complete copies of all required insurance policies, which may be redacted of confidential or proprietary information.

The County's receipt or acceptance of Franchisee's or its Contractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section 18 or, consequently, constitute County's acceptance of the adequacy of Franchisee's or any Contractor's insurance or preclude or prevent any action by County against Franchisee for breach of the requirements of this Section 18.

18.12 Contractors: Franchisee shall include all Contractors as insured under its policies or, alternatively, Franchisee must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must name the County and County Parties as additional insured, for full coverage and policy limits. Franchisee is obligated to require and verify that all Contractors maintain insurance and ensure that the County is covered as additional insured. Upon request by the County, and within five (5) business days, Franchisee must provide evidence of Contractor(s) Insurance coverage (including endorsements).

18.13 Insurance Review: In consideration of the duration of this Franchise, the Parties agree that the Insurance Section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. Adjustment, if any, in insurance premium(s) shall be the responsibility of Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

18.14 Franchisee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Franchisee or its Contractor(s) before commencement of any Construction, Maintenance, Operations, or any work or any other activities associated with this Franchise.

18.15 In satisfaction of the insurance requirements set forth in this Section 18, Franchisee may maintain a fully-funded self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. Franchisee agrees to provide the County with at least thirty (30) days prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly

notify the County and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements in this Franchise have been satisfied.

Section 19. Performance Bond

If the County finds that Franchisee is not in substantial compliance with the terms and conditions of this Franchise, the County may require Franchisee to furnish a performance bond up to \$250,000 to ensure performance of Franchisee's obligations under this Franchise. The bond must be executed by Franchisee with a corporate surety authorized to conduct surety business in the State of Washington, with an AM Best's rating of an A: XII. The bond shall stipulate that Franchisee shall comply with all of Franchisee's obligations under this Franchise. Franchisee shall pay all premiums or costs associated with maintaining the performance bond, and shall keep the same in full force and effect at all times during the term of this Franchise and any extension thereof. If Franchisee fails to provide or maintain the bond, then the County may require Franchisee to substitute an equivalent cash deposit in lieu of the bond. With written notice, the County, in its sole discretion, may allow Franchisee to cancel this performance bond.

Section 20. Incorporation and Annexation

If any road or County ROW is annexed into the corporate limits of a city or town or is incorporated, then the Franchise granted herein shall terminate as to any road or County ROW within the corporate limits of such city or town, but the Franchise shall continue as to County roads and County ROW not incorporated into a city or town. The County shall not be liable to Franchisee for any damages, loss, costs, or other impacts that may arise out of or relate to such annexation or incorporation.

Section 21. Vacation

21.1 If all or any portion of a County ROW that is subject to this Franchise is vacated, then the Franchise granted by this Franchise shall automatically terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages, loss, costs, or other impacts to Franchisee by reason of such vacation and termination.

Section 22. Transfer and Assignment

22.1 This Franchise may not be transferred, assigned, leased, sold, partitioned, disposed of, or otherwise subject to a change in the identity of Franchisee (each such activity, a "Transfer") in whole or in part, in any manner, without the prior written approval of the County Council. If a Transfer of the Franchise is approved by the County Council, the transferee must agree to be bound by each and every provision, condition, regulation and requirement contained in this Franchise and Franchisee shall not be relieved of any duty or obligation under this Franchise until a complete and sufficient Transfer instrument is approved and executed by the County.

22.2 In the case of an assignment of this Franchise to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

22.3 In the event Franchisee desires to transfer ownership of Franchisee Facilities, such transfer shall be arranged and accomplished consistent with a written agreement between the County and the transferee, binding the transferee to compliance with all terms and conditions applicable to the transferee's use and occupancy of the County ROW. Franchisee Facilities that are out of compliance with the Road Standards may not be transferred unless and until they are brought into compliance.

22.4 Transfer of this Franchise or Franchisee Facilities in violation of this Section 22 shall constitute a Default of the Franchise.

Section 23. Default, Revocation, and Termination

23.1 If Franchisee Defaults on any term or condition of this Franchise, the County may revoke or terminate the Franchise as provided in this Section 23, or pursue any remedy in equity or under Applicable Laws. Upon revocation or termination, all rights of the Franchisee granted by this Franchise shall cease, and the County may suspend or withdraw approval of any active ROW construction permits.

23.2 A Party asserting a Default shall give the other Party written notice of such Default, stating with specificity the events or circumstances and nature of the alleged Default. The Party receiving such notice shall have thirty (30) days following receipt to: (1) cure the Default; or (2) demonstrate to the other Party's satisfaction that a Default does not or no longer exists; or (3) submit a plan satisfactory to the other Party to correct the Default within a reasonable time. If, at the end of the sixty (60) day cure period, the non-defaulting Party reasonably believes that the Default is continuing and the Party allegedly in Default is not taking satisfactory corrective action to cure or correct the Default, then the other Party may invoke any of the remedies available under this Franchise, in equity, or under Applicable Laws.

23.3 The County may, in its discretion, provide additional opportunity for Franchisee to remedy the Default and come into compliance with this Franchise so to avoid revocation or termination.

23.4 During any period in which Franchisee is in Default the County may suspend, withdraw, or decline to issue any ROW construction permits to Franchisee.

23.5 If the County, in its sole discretion, reasonably determines that circumstances require immediate action to prevent or mitigate an Emergency or any substantial and imminent risk to public health, welfare, or safety or imminent and substantial damage to the County ROW or adjacent properties, then the County may pursue any remedies under this Franchise, in equity, or under Applicable Laws without prior notice of Default to Franchisee and without waiting for the Default cure period to expire.

23.6 If this Franchise is revoked or terminated for any reason, the County may satisfy any remaining financial obligations of Franchisee by utilizing any funds available under the performance bond required in Section 19 (Performance Bond).

Section 24. Disputes; Remedies to Enforce Compliance; No Waiver

24.1 If a dispute under this Franchise other than a Default arising under Section 23 (Default, Revocation, and Termination) arises between the County and Franchisee, it shall first be referred

to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good-faith effort to achieve resolution of the dispute. If the Parties' representatives are unable to resolve the dispute during their initial meeting, and unless further negotiations are agreed upon by the Parties, the dispute shall be referred to mediation. The Parties shall mutually select a mediator to assist them in resolving their differences. If the Parties cannot mutually select a mediator then the County shall provide Franchisee a list of three mediators and Franchisee shall select one from the list. Any reasonable expenses incidental to mediation shall be borne equally by the Parties, provided that each Party shall bear its own legal expenses unless the mediation results in a different allocation.

If mediation fails to resolve the dispute within thirty (30) days after the matter is eligible for submission to mediation, then either Party may then pursue any remedy under this Franchise, in equity, or under Applicable Laws, provided that if the Party seeking judicial redress does not substantially prevail in the judicial action, then it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

24.2 Failure of the County or Franchisee to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County or Franchisee from pursuing such right or remedy at any future time.

24.3 If the County reasonably determines that circumstances require immediate action to prevent or mitigate imminent and substantial damage or injury, then it may immediately pursue any remedy available at law or in equity without having to follow the dispute resolution procedures in this Section 24.

24.4 In addition to judicial enforcement and any remedies under this Franchise, in equity, and Applicable Laws, the Manager of the Real Estate Services Section and the Director of the Road Services Division are authorized to enforce this Franchise in accordance with the enforcement and penalty provisions of KCC Title 23.

Section 25. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed a waiver of the County's right to exercise its police power to protect the health, safety and welfare of the public, and the County reserves all such powers.

Section 26. Eminent Domain

Franchisee Facilities are subject to the power of eminent domain. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 27. Survival

27.1 Until such time as all of Franchisee Facilities have been removed or have been decommissioned in place in accordance with Section 14 (Decommissioning of Franchisee Facilities), all of the following provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation or termination of the Franchise: (A) Section 4 (Right of Way Construction Permit Required); (B) Section 5 (Emergency Work);

(C) Section 6 (Compliance with Applicable Laws; Performance Standards); (D) Section 7 (Restoration of County ROW); (E) Section 8 (Maps and Records); (F) Section 9 (Relocation of Franchisee Facilities); (G) Section 12 (Hazardous Materials); (H) Section 13 (Dangerous Conditions; Authority for County to Abate); (I) Section 14 (Decommissioning of Franchisee Facilities); (J) Section 15 (Consideration and Reservation of Rights); (K) Section 16 (Hold Harmless and Indemnification); (L) Section 17 (Franchise Administration); (M) Section 18 (Insurance Requirements); (N) Section 19 (Performance Bond); (O) Section 23 (Default, Revocation, and Termination); (P) Section 24 (Disputes; Remedies to Enforce Compliance; No Waiver); and (Q) Section 28 (Governing Law, Stipulation of Venue, and Non-Discrimination).

27.2 After such time as all Franchisee Facilities have been removed or decommissioned in place to the County's satisfaction, only the following provisions shall survive the expiration, revocation, or termination of the Franchise, including any Holdover Period: (A) Section 8 (Maps and Records); (B) Section 12 (Hazardous Materials); (C) Section 16 (Hold Harmless and Indemnification); and (D) Section 17 (Franchise Administration).

27.3 The following provisions shall survive as to any area removed from the coverage of the Franchise as the result of events including, but not limited to, full or partial termination of the Franchise, annexation or incorporation under Section 20, and reduction of the Franchise Area under Section 21: (A) Section 8 (Maps and Records); (B) Section 12 (Hazardous Materials); (C) Section 16 (Hold Harmless and Indemnification); and (D) Section 17 (Franchise Administration).

Section 28. Governing Law, Stipulation of Venue, and Non-Discrimination

28.1 This Franchise and all use of the County ROW granted herein shall be governed by the laws of the State of Washington without giving effect to its choice of law rules or conflicts of law provisions, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

28.2 Nondiscrimination: Franchisee shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under KCC 12.16.125, as now codified and as hereafter amended. Franchisee shall comply fully with all applicable federal, state, and local Laws, ordinances, executive orders, and regulations that prohibit such discrimination. These Laws include, but are not limited to, King County Charter Section 840, RCW chapter 49.60, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default of this Franchise and shall be grounds for revocation, termination, or suspension, in whole or in part, of the Franchise and may result in ineligibility for further agreements with the County.

Section 29. Severability

If any Section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity 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, phrase, or provision of this Franchise, nor the application of the provision at issue to any other person or entity.

Section 30. Notice and Emergency Contact

30.1 Wherever in this Franchise written notices are to be given or made, they will be sent by certified mail, return receipt requested, or reliable overnight courier to the addresses listed below, unless different addresses shall be designated in writing and delivered to the other Party. The Parties may also provide notice by email. If a Party disputes the delivery or receipt of notice by email then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

KING COUNTY

King County Facilities Management Division
500 Fourth Avenue, Room 800
Seattle, WA 98104
Attn: Real Estate Services: Franchise
Email: Franchise.FMD@KingCounty.gov
Phone: (206) 477-9350

CITY OF REDMOND

PO Box 97010; 2NPW
Redmond, WA 98073
Attn: Director of Public Works

CITY OF REDMOND Emergency Contact

Public Works Maintenance & Operations Center
Phone: 425-556-2500

30.2 If a notice or communication is given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. The Party giving notice by means other than registered or certified U.S. Mail is responsible to confirm delivery of such notice.

30.3 Franchisee shall also provide the County a current emergency contact name (or title) and phone number available twenty-four (24) hours a day, seven (7) days a week. Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 31. Amendment

The Director of FMD or designee is authorized to execute the following amendments on behalf of the County without prior County Council Approval: changes to the Franchise Area, extension of this Franchise under Section 3.2 (Term), agreements under Section 15 (Consideration and Reservation of Rights), adjustments under Section 18 (Insurance Requirements), and minor technical corrections or updates. All other amendments to this Franchise shall be subject to County Council approval.

Section 32. Acceptance

Franchisee shall have ninety (90) days to accept this Franchise, beginning from the date that the County Council adopts an ordinance authorizing this Franchise. If Franchisee wishes to accept this Franchise, then Franchisee shall execute it and the fully executed Franchise shall be filed with the Clerk of the County Council ("Clerk"). Filing the executed Franchise with the Clerk shall be deemed Franchisee's unconditional written acceptance of this Franchise. Full and timely acceptance of this Franchise is a condition precedent to it taking effect. If this Franchise is not executed and filed with the Clerk within the time specified in this Section 32, then this Franchise will be voidable in the County's sole and absolute discretion and if the County voids it then this Franchise will have no force or effect.

Section 33. Exhibits

The following attached Exhibits are made a part of this Franchise. The terms of any amendments to this Franchise and the Exhibits shall control over any inconsistent provision in the Sections of this Franchise.

Exhibit A: Franchise Area Legal Description

Exhibit B: Franchise Area Maps

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the date and year set forth below.

CITY OF REDMOND

KING COUNTY,

a home rule charter county and political subdivision
of the State of Washington

The Honorable Angela Birney Date
Mayor

Anthony O. Wright Date
Director, Facilities Management Division

Approved as to form:

Senior Deputy Prosecuting Attorney Date

(NOTARY PAGE FOLLOWS)

CITY OF REDMOND

STATE OF WASHINGTON)
) : ss.
COUNTY OF King County)

On this _____ day of _____, 20____, before me personally appeared the Honorable Angela Birney, and under oath stated that as Mayor of the City of Redmond, she was authorized to execute the foregoing instrument, which she signed as a free and voluntary act on behalf of and with the knowledge and authority of the City of Redmond.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

KING COUNTY

STATE OF WASHINGTON)
) : ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Anthony O. Wright, known to me as the Director, Facilities Management Division, for King County, and under oath stated that he was authorized to execute the foregoing instrument, which he signed as a free and voluntary act on behalf of and with the knowledge and authority of King County.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

EXHIBIT A

FRANCHISE AREA LEGAL DESCRIPTION

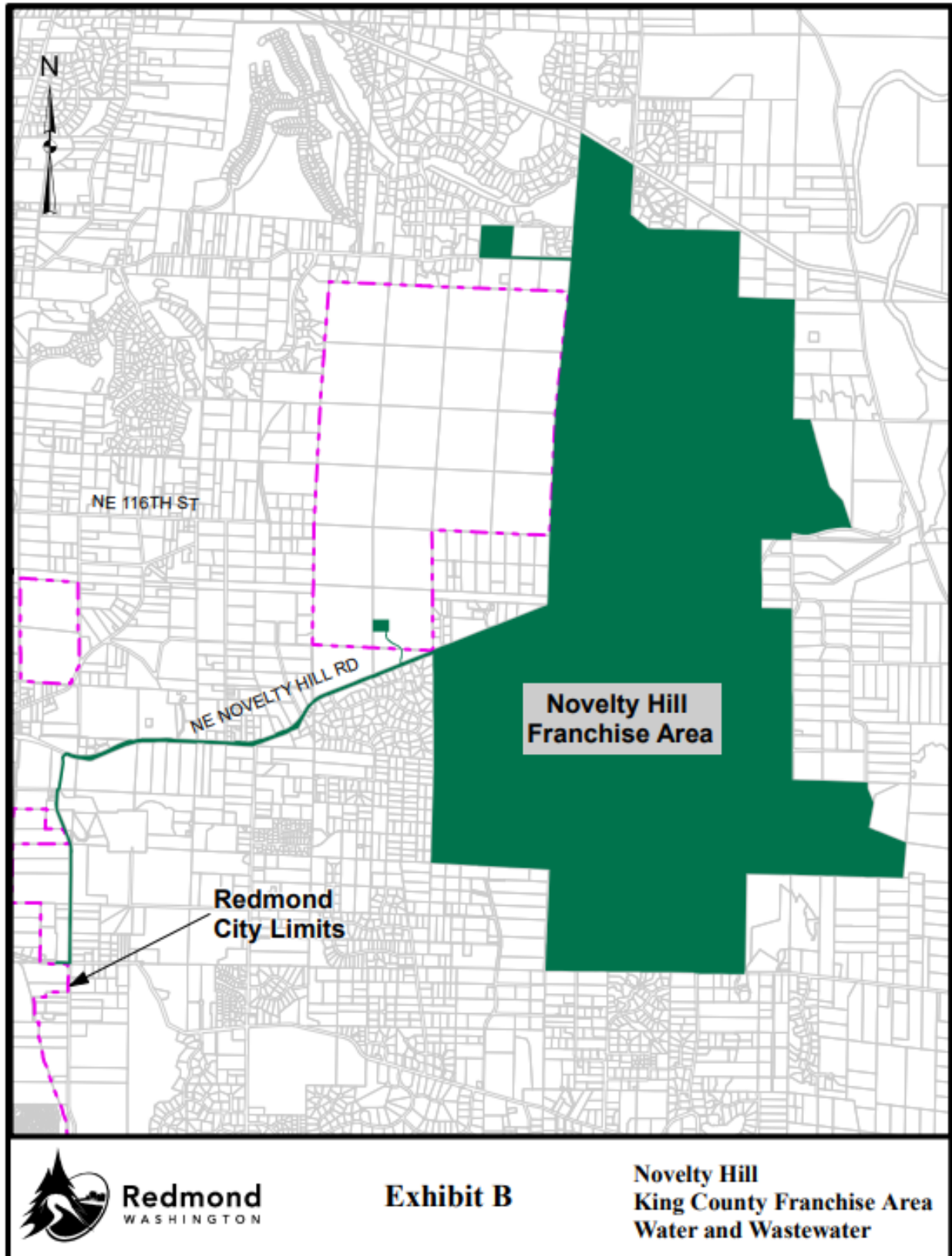
King County right-of-way located within any of the following locations:

- Section 2, T.25N., R.6E
- Section 3, T.25N., R.6E
- Section 4, T.25N., R.6E
- Section 5, T.25N., R.6E
- Section 6, T.25N., R.6E

- Section 21, T.26N., R.6E
- Section 22, T.26N., R.6E
- Section 26, T.26N., R.6E
- Section 27, T.26N., R.6E
- Section 32, T.26N., R.6E
- Section 33, T.26N., R.6E
- Section 34, T.26N., R.6E
- Section 35, T.26N., R.6E

EXHIBIT B

FRANCHISE AREA





Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-017

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|--------------|--------------|
| Executive | Malisa Files | 425-556-2166 |
|-----------|--------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----|-----|-----|
| N/A | N/A | N/A |
|-----|-----|-----|

TITLE:

Resolution in Support of a Cricket Facility in King County

OVERVIEW STATEMENT:

A regional coalition of proponents including the City of Redmond, Seattle Sports Commission, Visit Bellevue, OneRedmond, the Bellevue Chamber, and local employers have all engaged in conversations about bringing Major League Cricket to our region. The resolution in Attachment A expresses the City of Redmond support for a collaborative effort in partnership with King County and the City of Bellevue to create cricket opportunities.

☐ **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:

Regional park staff from Redmond, Bellevue, Kirkland, Issaquah, and King County are engaged in efforts to address the need for regional cricket facilities. A parcel of land in Marymoor Park owned by Bellevue is being considered as a

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-017

Type: Committee Memo

possible field site. Since this property is not in Redmond, the City has a limited role in the improvements to the site. However, Redmond does support the development of world class cricket infrastructure in the region to provide greater opportunities for adult and youth cricketers in King County.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

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 |
|------|--|------------------|
| N/A | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-017

Type: Committee Memo

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 1/18/2022 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Resolution of Support



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-017

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|--------------|--------------|
| Executive | Malisa Files | 425-556-2166 |
|-----------|--------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----|-----|-----|
| N/A | N/A | N/A |
|-----|-----|-----|

TITLE:

Resolution in Support of a Cricket Facility in King County

OVERVIEW STATEMENT:

A regional coalition of proponents including the City of Redmond, Seattle Sports Commission, Visit Bellevue, OneRedmond, the Bellevue Chamber, and local employers have all engaged in conversations about bringing Major League Cricket to our region. The resolution in Attachment A expresses the City of Redmond support for a collaborative effort in partnership with King County and the City of Bellevue to create cricket opportunities.

☐ **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:

Regional park staff from Redmond, Bellevue, Kirkland, Issaquah, and King County are engaged in efforts to address the need for regional cricket facilities. A parcel of land in Marymoor Park owned by Bellevue is being considered as a

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-017

Type: Committee Memo

possible field site. Since this property is not in Redmond, the City has a limited role in the improvements to the site. However, Redmond does support the development of world class cricket infrastructure in the region to provide greater opportunities for adult and youth cricketers in King County.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

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 |
|------|--|------------------|
| N/A | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-017

Type: Committee Memo

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 1/18/2022 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Resolution of Support

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF REDMOND,
WASHINGTON, SUPPORTING REGIONAL EFFORTS FOR
THE DEVELOPMENT OF A PROFESSIONAL MULTIPURPOSE
CRICKET FACILITY AND RELATED INFRASTRUCURE TO
PROVIDE OPPORTUNITIES FOR YOUTH, ADULT AND
PROFESSIONAL CRICKET

WHEREAS, cricket is the second most popular sport in the world, yet has limited presence in the United States; and

WHEREAS, there are at least an estimated 20 million cricket fans in the United States; and

WHEREAS, cricket is a popular sport globally with multi-cultural appeal for residents, workers and children across Redmond and King County; and

WHEREAS, King County has a large population of foreign-born residents, including approximately 100,000 foreign-born residents from cricket playing nations in South Asia, the United Kingdom, and Oceania based on 2019 data; and

WHEREAS, based on 2019 data, the percentage of foreign-born residents from South Asian countries was 15.21% for the entire King County and 43.44% in the City of Redmond; and

WHEREAS, the lack of infrastructure and amenities for cricket and other emerging sports in King County represents an equity issue, especially as the county continues to grow and become more diverse and multi-cultural; and

WHEREAS, thousands of adult, youth and recreational cricketers are currently underserved by existing recreational facilities in King County; and

WHEREAS, King County is home to hundreds of exceptionally talented youth cricketers who would benefit from greater access to facilities and opportunities in our region; and

WHEREAS, King County is being considered as one of the founding locations for a Major League Cricket team for the inaugural 2023 season, and the availability of a professional cricket facility is likely to be a determinative factor as to whether King County is selected as a founding location; and

WHEREAS, a professional multipurpose cricket facility located in King County would be an attractive option for tourists and cricketers from around the world alike and promote community building for residents across our region; and

WHEREAS, a professional multipurpose cricket facility should provide opportunities for youth, adult and professional cricketers; and

WHEREAS, a professional multipurpose cricket facility can generate significant local economic impact through ancillary community spending, event spending, and venue construction, and could also be used a venue for other community events held by King County, including concerts; and

WHEREAS, the United States will be co-hosting the 2024 Cricket World Cup for the first time and King County could host matches if a facility was available, generating significant economic impact, tourism and a worldwide television audience of more than a billion people; and

WHEREAS, a regional coalition of proponents including the City of Redmond, Seattle Sports Commission, Visit Bellevue, OneRedmond, the Bellevue Chamber, and local employers have all engaged in conversations about bringing Major League Cricket to our region; and

WHEREAS, regional parks staff from Redmond, Bellevue, Kirkland, Issaquah and King County are engaged in efforts to address the need for regional cricket facilities through collaboration and evaluating opportunities for a regional approach through regular meetings and planning efforts; and

WHEREAS, at their November 1st city council meeting, the City of Bellevue passed a resolution to evaluate the opportunity to redevelop and repurpose a Bellevue Utilities-owned property within Marymoor Park for cricket; and

WHEREAS, Marymoor Park is one of the jewels of the King County Parks system and would benefit from adding a world-class cricket facility; and

WHEREAS, adding additional cricket facilities to the Eastside would align with and further Redmond's and King County Parks' equity and social justice goals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

A. Redmond supports efforts to evaluate the opportunity to bring Major League Cricket to our region and the development of a multipurpose cricket facility.

B. Redmond is also committed to supporting development of world class cricket infrastructure in the region to support the growth of cricket and provide greater opportunities for adult and youth cricketers in King County.

C. The City of Redmond will continue to work with King County and the City of Bellevue to help make the envisioned Marymoor Cricket project a success.

ADOPTED by the Redmond City Council on this _____ day of
_____, 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-650

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|---|--------------|
| Executive | Lisa Maher, Deputy Director, Executive Department | 425-556-2427 |
|-----------|---|--------------|

DEPARTMENT STAFF:

| | | |
|-----------|------------|------------------------|
| Executive | Jill Smith | Communications Manager |
|-----------|------------|------------------------|

TITLE:

Discuss Community Conversations 2022

OVERVIEW STATEMENT:

Staff will present an additional opportunity for Councilmembers to meet with residents to receive feedback and answer questions on a variety of topics. The proposed event format will build off the last Community Conversations, held on November 8, 2021.

The proposed date is Tuesday, March 29, 2022, which is the fifth Tuesday of March and will not conflict with a Council meeting. The meeting time will be slightly extended to 6:15 - 8 p.m. to allow additional time for questions. We will once again offer a hybrid meeting format including in-person at Redmond City Hall as well as online via Teams meeting. The hybrid format offers options for all community members to participate as they are comfortable.

Councilmembers will be asked if they have any feedback to provide staff on the last Community Conversations event, including what they thought worked well or could be improved upon. Details will be finalized based on staff, community, and Council input received.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-650

Type: Committee Memo

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

Councilmembers will be informed on a draft plan for Q1 2022 Community Conversations and will provide feedback on the last event.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

January: Finalize proposal

January/February: Plan and promote

March 2022: Event

- **Outreach Methods and Results:**

City channels will be used for promoting the meeting including the city website, Focus newsletter, weekly enews, email invitations, posters, and social media. Council will be provided emails and social media messaging to share with their networks.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Budget: \$1,000

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

238

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-650

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|-----------------|------------------|
| 11/8/2021 | Special Meeting | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|-----------------|------------------|
| 3/29/2022 | Special Meeting | N/A |

Time Constraints:

A two-month planning period is optimal timing.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Community Conversation meeting will not be held.

ATTACHMENTS:

None



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-650

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|---|--------------|
| Executive | Lisa Maher, Deputy Director, Executive Department | 425-556-2427 |
|-----------|---|--------------|

DEPARTMENT STAFF:

| | | |
|-----------|------------|------------------------|
| Executive | Jill Smith | Communications Manager |
|-----------|------------|------------------------|

TITLE:

Discuss Community Conversations 2022

OVERVIEW STATEMENT:

Staff will present an additional opportunity for Councilmembers to meet with residents to receive feedback and answer questions on a variety of topics. The proposed event format will build off the last Community Conversations, held on November 8, 2021.

The proposed date is Tuesday, March 29, 2022, which is the fifth Tuesday of March and will not conflict with a Council meeting. The meeting time will be slightly extended to 6:15 - 8 p.m. to allow additional time for questions. We will once again offer a hybrid meeting format including in-person at Redmond City Hall as well as online via Teams meeting. The hybrid format offers options for all community members to participate as they are comfortable.

Councilmembers will be asked if they have any feedback to provide staff on the last Community Conversations event, including what they thought worked well or could be improved upon. Details will be finalized based on staff, community, and Council input received.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-650

Type: Committee Memo

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

Councilmembers will be informed on a draft plan for Q1 2022 Community Conversations and will provide feedback on the last event.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

January: Finalize proposal

January/February: Plan and promote

March 2022: Event

- **Outreach Methods and Results:**

City channels will be used for promoting the meeting including the city website, Focus newsletter, weekly enews, email invitations, posters, and social media. Council will be provided emails and social media messaging to share with their networks.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Budget: \$1,000

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

238

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-650

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|-----------------|------------------|
| 11/8/2021 | Special Meeting | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|-----------------|------------------|
| 3/29/2022 | Special Meeting | N/A |

Time Constraints:

A two-month planning period is optimal timing.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Community Conversation meeting will not be held.

ATTACHMENTS:

None



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-012

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|---------|-------------|--------------|
| Finance | Chip Corder | 426-556-2189 |
|---------|-------------|--------------|

DEPARTMENT STAFF:

| | | |
|---------|----------------|-------------------------|
| Finance | Kelley Cochran | Deputy Finance Director |
|---------|----------------|-------------------------|

TITLE:

Council Budget Process Survey Follow-up

OVERVIEW STATEMENT:

A survey was developed by Finance staff and the Council FAC Chair (Vanessa Kritzer) in October 2021 to collect Council feedback on the City's budget process, encompassing the following: budget prework, community engagement and involvement, the preliminary budget document, budget presentations to the Council, and Council budget deliberations. Survey Monkey was utilized to collect feedback from October 29, 2021 through December 2, 2021. Four Councilmembers responded, and the survey results are attached.

Beyond those related to the CIP Proviso, Finance staff and the Directors Team have been discussing other potential changes to the budget process. In terms of next steps, the Finance Director and Deputy Finance Director are available to meet with Councilmembers individually in the second half of January to discuss these potential changes, which could also be addressed at the Council's upcoming retreat. Any changes to the 2023-2024 budget process need to be finalized by mid-February 2022.

☐ **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:

Staff's intent is to make improvements to the budget process that provide opportunities for Council input before the proposed budget is developed and that facilitate the Council's review of the proposed budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

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

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-012

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 10/26/2021 | Committee of the Whole - Finance, Administration, and Communications | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|--|---------------------|
| 2/8/2022 | Committee of the Whole - Finance, Administration, and Communications | Receive Information |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Council Budget Process Survey Results



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-012

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|---------|-------------|--------------|
| Finance | Chip Corder | 426-556-2189 |
|---------|-------------|--------------|

DEPARTMENT STAFF:

| | | |
|---------|----------------|-------------------------|
| Finance | Kelley Cochran | Deputy Finance Director |
|---------|----------------|-------------------------|

TITLE:

Council Budget Process Survey Follow-up

OVERVIEW STATEMENT:

A survey was developed by Finance staff and the Council FAC Chair (Vanessa Kritzer) in October 2021 to collect Council feedback on the City's budget process, encompassing the following: budget prework, community engagement and involvement, the preliminary budget document, budget presentations to the Council, and Council budget deliberations. Survey Monkey was utilized to collect feedback from October 29, 2021 through December 2, 2021. Four Councilmembers responded, and the survey results are attached.

Beyond those related to the CIP Proviso, Finance staff and the Directors Team have been discussing other potential changes to the budget process. In terms of next steps, the Finance Director and Deputy Finance Director are available to meet with Councilmembers individually in the second half of January to discuss these potential changes, which could also be addressed at the Council's upcoming retreat. Any changes to the 2023-2024 budget process need to be finalized by mid-February 2022.

☐ **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:

Staff's intent is to make improvements to the budget process that provide opportunities for Council input before the proposed budget is developed and that facilitate the Council's review of the proposed budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

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

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-012

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 10/26/2021 | Committee of the Whole - Finance, Administration, and Communications | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|--|---------------------|
| 2/8/2022 | Committee of the Whole - Finance, Administration, and Communications | Receive Information |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Council Budget Process Survey Results

Council Budget Process Survey Results

October 29, 2021 – December 2, 2021

Question 1: Comments or recommended improvements to budget deliberation prework including presentations and briefings provided to Council

1. Spend time introducing each fund, including the use, constraints, resulting balances
2. Bring financial policies to the Council in the beginning of the process
3. Clearly specify when Council gets to provide input on what goes into the budget
4. Spend time talking about how staff proposes the money will be spent and why it is needed or benefits the community
5. Council should not micromanage the process
6. Bring community engagement and involvement efforts before the long range financial strategy
7. Eliminate the budget process update
8. Economic update and revenue forecast should be provided quarterly, and it should be clearly understood how this is being used to make decisions about finances at the city
9. Council needs clear context for decision making on the budget
10. You need to get buy-in on the assumptions at the beginning of your work to avoid changes that shift with political wind
11. Be more transparent and realistic about the city's financial position – suggest including CAFR information in the monthly financial report
12. The long range financial strategy is not a true strategy unless it has been updated to clearly define long range results or specific outcomes.
13. The long range financial strategy should be forward looking
14. We need to see how the 2-year budgets fits into vision for where we are supposed to be going
15. The vision should be set at the council retreat
16. Need to see the work of the Civic Results Team up front and justification for any differences between Staff Results Team and Civic Results Team
17. Have session with each of the directors during the year before to understand their approach to their offers
18. Provide councilmembers with the same department overview presentations that are provided to the results teams
19. Add an indicator of when Council can submit budget priorities or offers.

Question 2: Comments or recommended improvements to community engagement and involvement

1. Add another email address, the community does not know what BP means.
2. Share the survey results with Council
3. Council needs to determine how they can respond to people who gave input
4. Increase social media outreach
5. Add an additional public hearing early in the process

Question 3: Comments or recommended improvements to the preliminary budget document or supplemental information

1. Special purpose funds or accounts
2. Include hiring plans with a set of staffing authorizations
3. Each offer should have a cash flow and schedule of expenditures that indicates when work will begin
4. Use the new project summary sheets to describe capital projects
5. Performance measures should be discussed before the budget process begins
6. The budget offers should include more detail about what is funded in the baseline. They are too high level
7. Add a section on funding set aside for future spending needs. BWC, CIP

Question 4: Comments or recommended improvements to how the budget is organized or how it is presented to Council

1. Prefer budgeting by priorities approach
2. Talking about the process does not add value, talking about what is in the budget does
3. Council needs to focus on the policies, financial and decisions, not the process.
4. Discussions about the process are a distraction
5. Add visuals to the executive summary to help the public understand how their taxpayer dollars get investing
6. Other Council's have a lot more visibility of the full budget picture instead of sections/priorities. We need to see the full picture.

Question 5: Comments or recommended improvements to budget deliberations

1. Ground rules should be binding and not up to interpretations
2. Clear drop-dead date for all amendments to the budget
3. The time limit should be 3 hours even if it means adding more nights
4. There should not be ground rules other than Council Rules of Procedure
5. Explain how comments get categorized and addressed by staff
6. Need some specific criteria on what an actionable comment looks like.
7. Explain how council issues and the parking lot get address by staff
8. Are Thursday nights needed?
9. We need agreed upon ground rules
10. Enough time should be provided for staff to respond to our issues and major changes. This should be done before Council dives into the offers and revisited via the matrix throughout the process.
11. Once we decide on a process, we need to stick to it.
12. Consider an outside facilitator instead of the FAC chair
13. Council should see the parking lot matrix from last cycle in Q1 of 2022 to address any of those items in advance of the start of the process.



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-009

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|---------|-------------|--------------|
| Finance | Chip Corder | 425-556-2189 |
|---------|-------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----|-----|-----|
| N/A | N/A | N/A |
|-----|-----|-----|

TITLE:

Monthly Financial Report through November 2021

OVERVIEW STATEMENT:

Review the Monthly Financial Report from January 1, 2021 through November 30, 2021.

☒ **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:

Key highlights from the Monthly Financial Report through November 2021 include:

General Fund

- Total revenues are 26.6%, or \$23.4 million, above target.
- Property tax is 3.5%, or \$757,000, below target, because the due date for the second half 2021 property tax

payment was November 1st (typically, it's October 31st).

- Sales tax is 87.6%, or \$20.2 million, above target primarily due to the high level of development activity. Ongoing sales tax is 30.1%, or \$6.3 million, above target. One-time sales tax, which primarily relates to construction, is \$15.3 million through November 2021.
- Utility taxes are 3.2%, or \$318,000, above target.
- License & permit fees are 25.5%, or \$2.6 million, above target primarily due to the high level of development activity.
- Intergovernmental revenues are 6.5%, or \$1.1 million, above target primarily due to the American Rescue Act Plan (ARPA) allocation to the City.
- Total expenditures are 13.6%, or \$17.4 million, below target primarily due to position vacancies, the timing of one-time expenditures, and the budget adjustments adopted by ordinance on August 17, 2021.

Other Funds

- Recreation Activity Fund: Total revenues are 5.4%, or \$64,000, above target primarily due to summer camps, field rentals, and donations.
- Water/Wastewater M&O Fund: Total revenues are 7.4%, or \$2.5 million, more than total expenditures. In particular, commercial water consumption is 3.4% above target, but is still well below the historical average prior to the pandemic.
- Capital Investment Program: Total expenditures are 30.7% of budget at the 45.8% point of the biennium.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-009

Type: Committee Memo

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

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: Monthly Financial Report Through November 2021.



Memorandum

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-009

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|---------|-------------|--------------|
| Finance | Chip Corder | 425-556-2189 |
|---------|-------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----|-----|-----|
| N/A | N/A | N/A |
|-----|-----|-----|

TITLE:

Monthly Financial Report through November 2021

OVERVIEW STATEMENT:

Review the Monthly Financial Report from January 1, 2021 through November 30, 2021.

☒ **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:

Key highlights from the Monthly Financial Report through November 2021 include:

General Fund

- Total revenues are 26.6%, or \$23.4 million, above target.
- Property tax is 3.5%, or \$757,000, below target, because the due date for the second half 2021 property tax

payment was November 1st (typically, it's October 31st).

- Sales tax is 87.6%, or \$20.2 million, above target primarily due to the high level of development activity. Ongoing sales tax is 30.1%, or \$6.3 million, above target. One-time sales tax, which primarily relates to construction, is \$15.3 million through November 2021.
- Utility taxes are 3.2%, or \$318,000, above target.
- License & permit fees are 25.5%, or \$2.6 million, above target primarily due to the high level of development activity.
- Intergovernmental revenues are 6.5%, or \$1.1 million, above target primarily due to the American Rescue Act Plan (ARPA) allocation to the City.
- Total expenditures are 13.6%, or \$17.4 million, below target primarily due to position vacancies, the timing of one-time expenditures, and the budget adjustments adopted by ordinance on August 17, 2021.

Other Funds

- Recreation Activity Fund: Total revenues are 5.4%, or \$64,000, above target primarily due to summer camps, field rentals, and donations.
- Water/Wastewater M&O Fund: Total revenues are 7.4%, or \$2.5 million, more than total expenditures. In particular, commercial water consumption is 3.4% above target, but is still well below the historical average prior to the pandemic.
- Capital Investment Program: Total expenditures are 30.7% of budget at the 45.8% point of the biennium.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Date: 1/11/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-009

Type: Committee Memo

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

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:

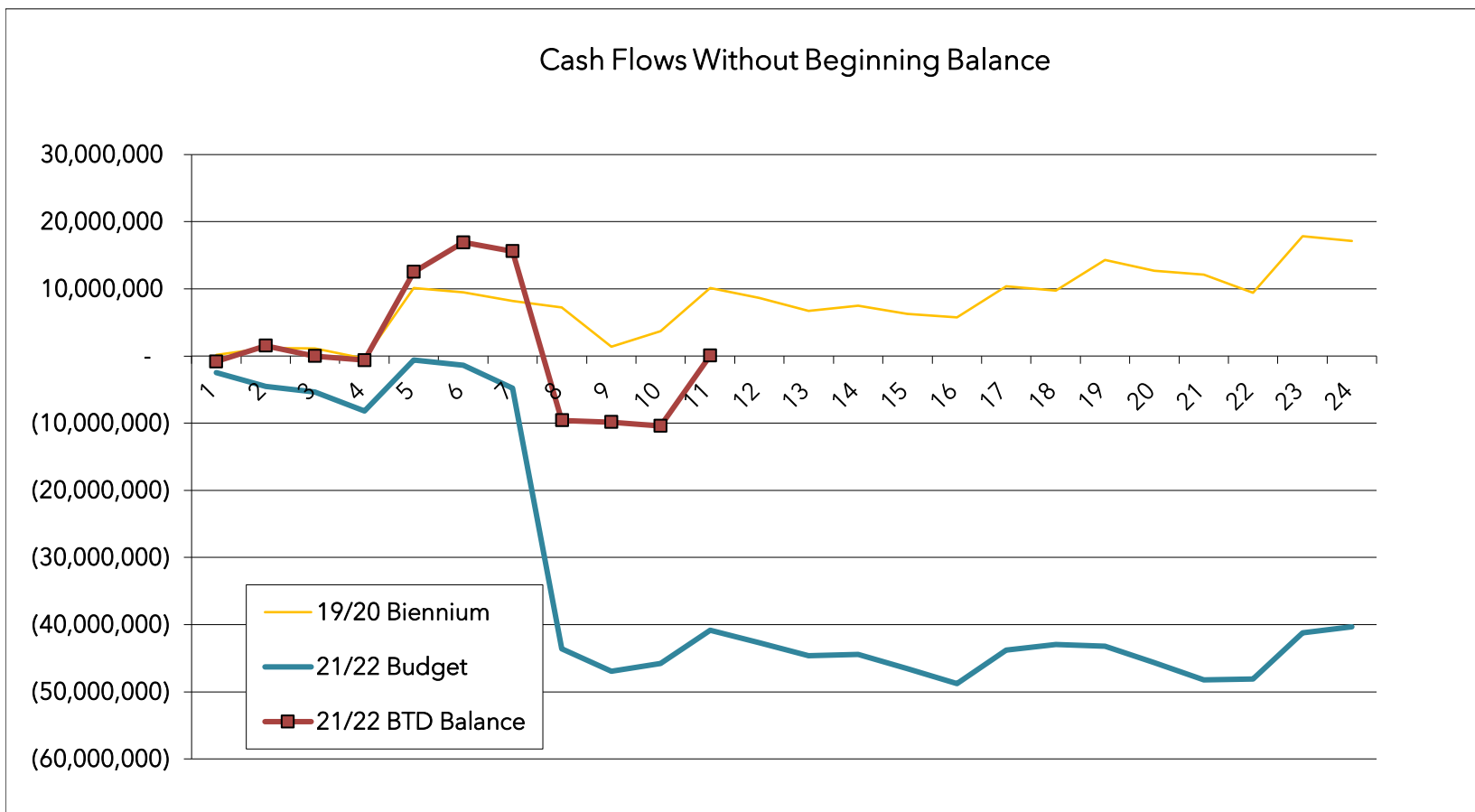
N/A

ATTACHMENTS:

Attachment A: Monthly Financial Report Through November 2021.

City of Redmond, WA
Monthly Cash Flow Summary - General Fund
2021-2022

| | Revenue Budget | BTD Revenue | Expenditure Budget | BTD Expenditures | BTD Balance | On-going Balance |
|------------|----------------|-------------|--------------------|------------------|--------------|------------------|
| Begin Bal. | - | - | - | - | - | 40,346,924 |
| January | 5,948,496 | 6,844,377 | 8,433,011 | 7,673,414 | (829,037) | 39,517,887 |
| February | 12,364,693 | 16,658,712 | 16,866,021 | 15,118,248 | 1,540,464 | 41,887,388 |
| March | 19,912,922 | 23,127,811 | 25,299,032 | 23,136,491 | (8,680) | 40,338,244 |
| April | 25,519,720 | 30,269,007 | 33,732,042 | 30,905,874 | (636,866) | 39,710,058 |
| May | 41,571,280 | 51,112,012 | 42,165,053 | 38,595,222 | 12,516,790 | 52,863,714 |
| June | 49,207,175 | 63,190,374 | 50,598,063 | 46,258,210 | 16,932,165 | 57,279,089 |
| July | 54,264,093 | 69,833,506 | 59,031,074 | 54,233,697 | 15,599,808 | 55,946,732 |
| August | 59,997,774 | 77,113,256 | 103,595,664 | 86,710,241 | (9,596,985) | 30,749,939 |
| September | 65,010,706 | 84,720,992 | 111,987,467 | 94,570,777 | (9,849,785) | 30,497,139 |
| October | 74,606,611 | 92,498,711 | 120,379,269 | 102,920,383 | (10,421,672) | 29,925,252 |
| November | 87,956,806 | 111,376,015 | 128,771,071 | 111,325,906 | 50,109 | 40,397,033 |
| December | 94,434,706 | - | 137,162,873 | - | - | |
| January | 100,905,854 | - | 145,554,675 | - | - | |
| February | 109,515,619 | - | 153,946,478 | - | - | |
| March | 115,776,685 | - | 162,338,280 | - | - | |
| April | 121,943,389 | - | 170,730,082 | - | - | |
| May | 135,340,194 | - | 179,121,884 | - | - | |
| June | 144,580,163 | - | 187,513,687 | - | - | |
| July | 152,671,393 | - | 195,905,489 | - | - | |
| August | 158,608,238 | - | 204,297,291 | - | - | |
| September | 164,479,246 | - | 212,689,093 | - | - | |
| October | 172,990,174 | - | 221,080,896 | - | - | |
| November | 188,232,406 | - | 229,472,698 | - | - | |
| December | 197,517,576 | - | 237,864,500 | - | - | |



Notes:

BTD = Biennium To Date

The "on-going balance" column combines the beginning balance with the results from the previous months.

Refer to Page 16 for explanation on negative trends, budget variances and other observations.

This is a preliminary report prior to audit however all amounts are expected to be accurate.

This report and the City's full budgets and financial reports are available on our web site at:

<https://www.redmond.gov/267/Financial-Reports>

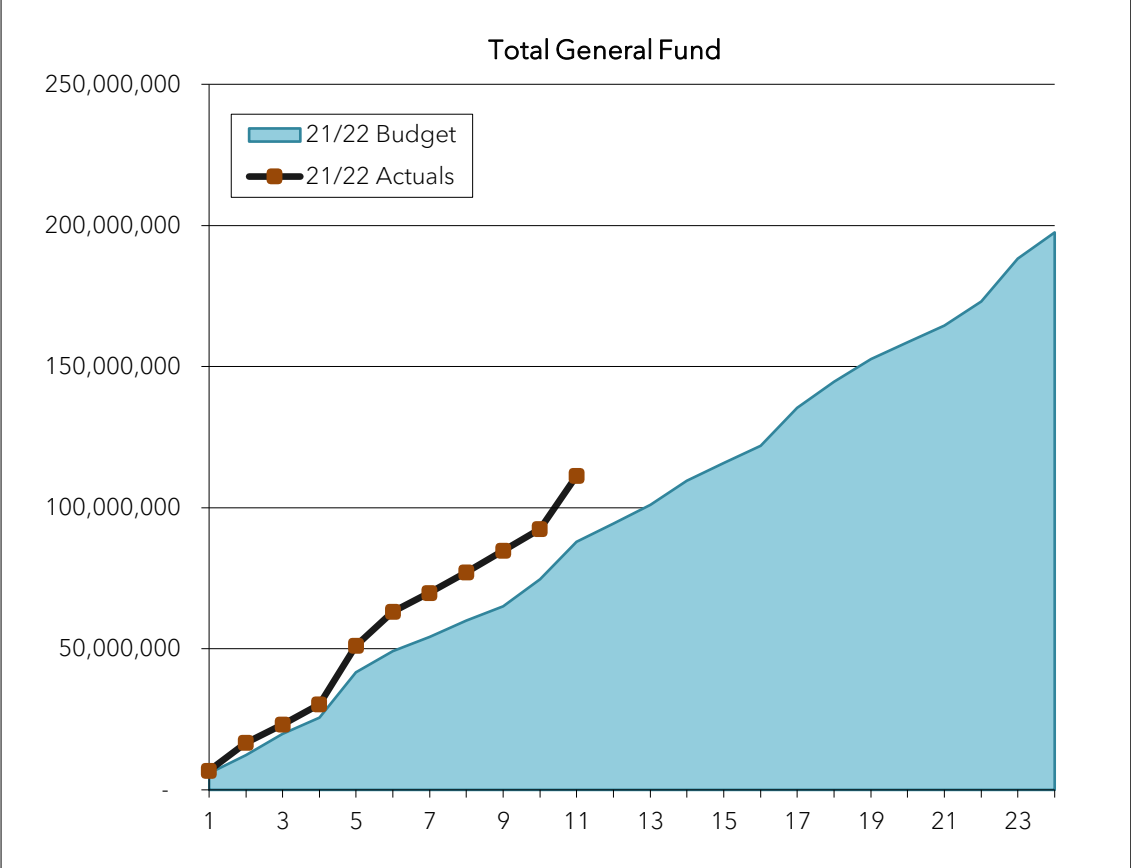
City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

General Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-------------|---------------------|
| January | 5,948,496 | 6,844,377 | 15.06% |
| February | 12,364,693 | 16,658,712 | 34.73% |
| March | 19,912,922 | 23,127,811 | 16.14% |
| April | 25,519,720 | 30,269,007 | 18.61% |
| May | 41,571,280 | 51,112,012 | 22.95% |
| June | 49,207,175 | 63,190,374 | 28.42% |
| July | 54,264,093 | 69,833,506 | 28.69% |
| August | 59,997,774 | 77,113,256 | 28.53% |
| September | 65,010,706 | 84,720,992 | 30.32% |
| October | 74,606,611 | 92,498,711 | 23.98% |
| November | 87,956,806 | 111,376,015 | 26.63% |
| December | 94,434,706 | | |
| January | 100,905,854 | | |
| February | 109,515,619 | | |
| March | 115,776,685 | | |
| April | 121,943,389 | | |
| May | 135,340,194 | | |
| June | 144,580,163 | | |
| July | 152,671,393 | | |
| August | 158,608,238 | | |
| September | 164,479,246 | | |
| October | 172,990,174 | | |
| November | 188,232,406 | | |
| December | 197,517,576 | | |

Percent collected to date 56.4%

Normalized: adjusted for one-time sales tax revenue



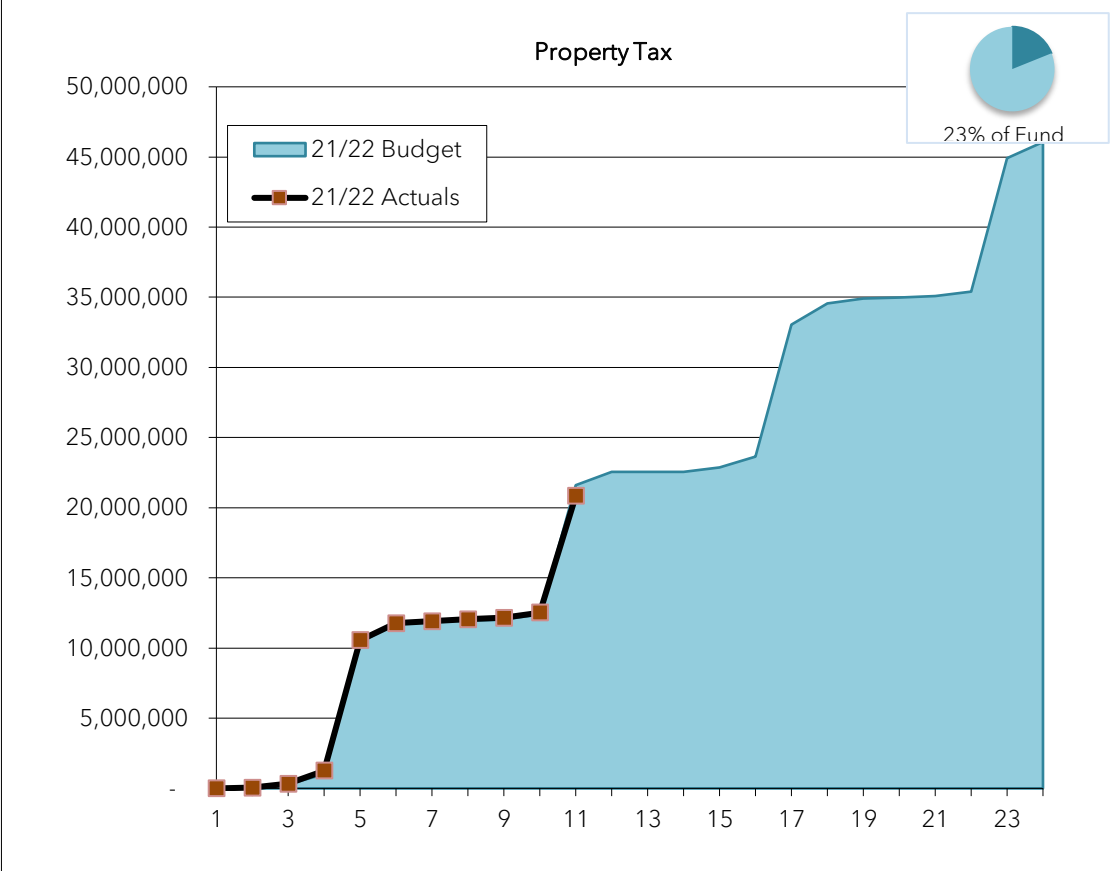
The charts on pages 2 through 6 illustrate General Fund revenues.
It is within the General Fund that general taxes are accounted for.
The blue (shaded) background is the current budget. The dark black solid line is the actual experience this biennium.

Property Tax

23% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | - | - | 0.00% |
| February | 30,184 | 58,298 | 93.15% |
| March | 301,181 | 334,234 | 10.97% |
| April | 1,019,592 | 1,259,715 | 23.55% |
| May | 10,363,687 | 10,563,942 | 1.93% |
| June | 11,801,094 | 11,782,743 | -0.16% |
| July | 11,907,174 | 11,908,121 | 0.01% |
| August | 11,945,374 | 12,059,985 | 0.96% |
| September | 12,015,231 | 12,164,316 | 1.24% |
| October | 12,417,039 | 12,535,126 | 0.95% |
| November | 21,608,746 | 20,852,199 | -3.50% |
| December | 22,540,562 | | |
| January | 22,540,562 | | |
| February | 22,567,082 | | |
| March | 22,863,467 | | |
| April | 23,635,793 | | |
| May | 33,046,401 | | |
| June | 34,556,291 | | |
| July | 34,920,243 | | |
| August | 34,989,260 | | |
| September | 35,080,879 | | |
| October | 35,417,548 | | |
| November | 44,932,344 | | |
| December | 46,064,549 | | |

Percent collected to date 45.3%



Property taxes are paid twice a year (in May and November).
Most property taxes are accounted for in the General Fund however property taxes are also found in
Funds 012, 035, 036, and 037.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

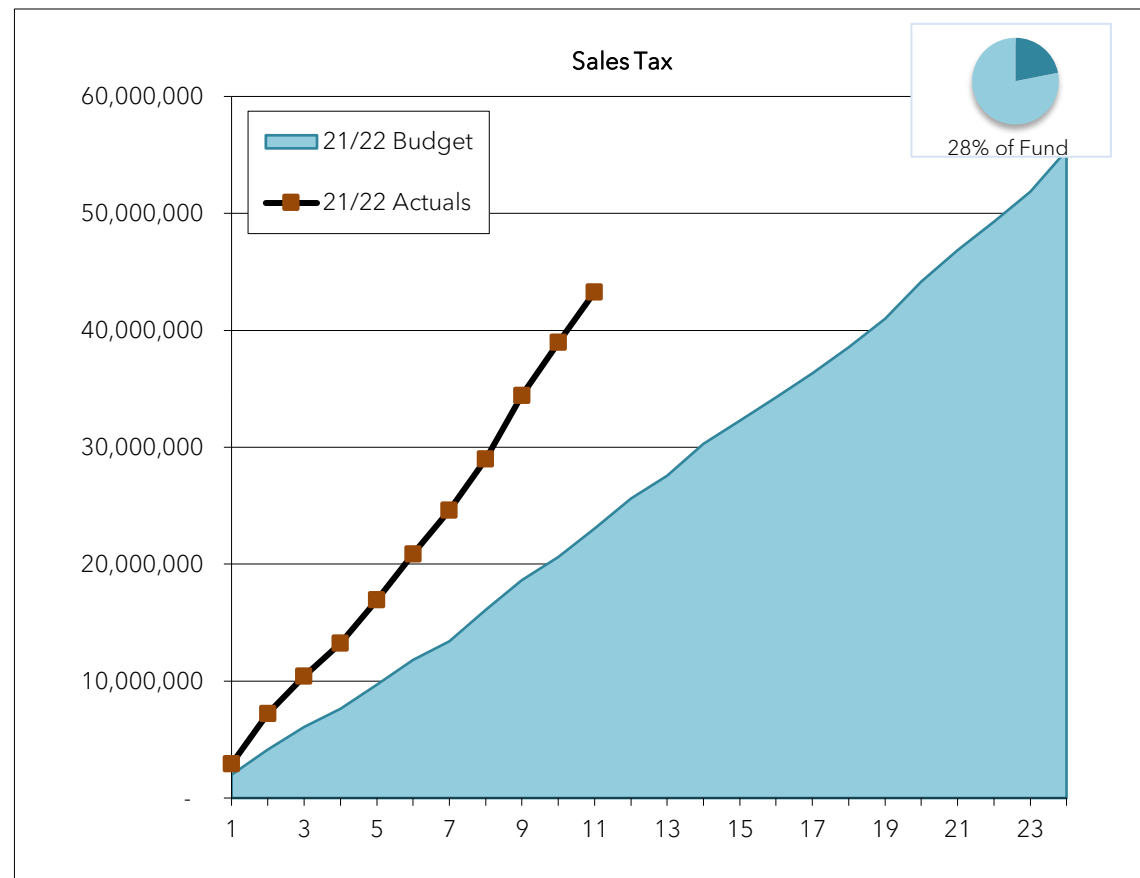
Sales/ Other Taxes

28% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | 1,975,547 | 2,908,610 | 47.23% |
| February | 4,156,599 | 7,197,435 | 73.16% |
| March | 6,092,928 | 10,413,848 | 70.92% |
| April | 7,620,175 | 13,219,613 | 73.48% |
| May | 9,687,591 | 16,956,433 | 75.03% |
| June | 11,785,212 | 20,850,486 | 76.92% |
| July | 13,398,985 | 24,609,791 | 83.67% |
| August | 16,082,014 | 28,986,592 | 80.24% |
| September | 18,613,301 | 34,415,722 | 84.90% |
| October | 20,613,816 | 38,950,906 | 88.96% |
| November | 23,071,163 | 43,275,544 | 87.57% |
| December | 25,608,256 | | |
| January | 27,549,528 | | |
| February | 30,280,992 | | |
| March | 32,256,893 | | |
| April | 34,256,984 | | |
| May | 36,331,557 | | |
| June | 38,548,274 | | |
| July | 41,013,673 | | |
| August | 44,133,582 | | |
| September | 46,864,183 | | |
| October | 49,307,215 | | |
| November | 51,872,199 | | |
| December | 55,389,821 | | |

Percent collected to date 78.1%

Normalized: adjusted for one-time sales tax revenue



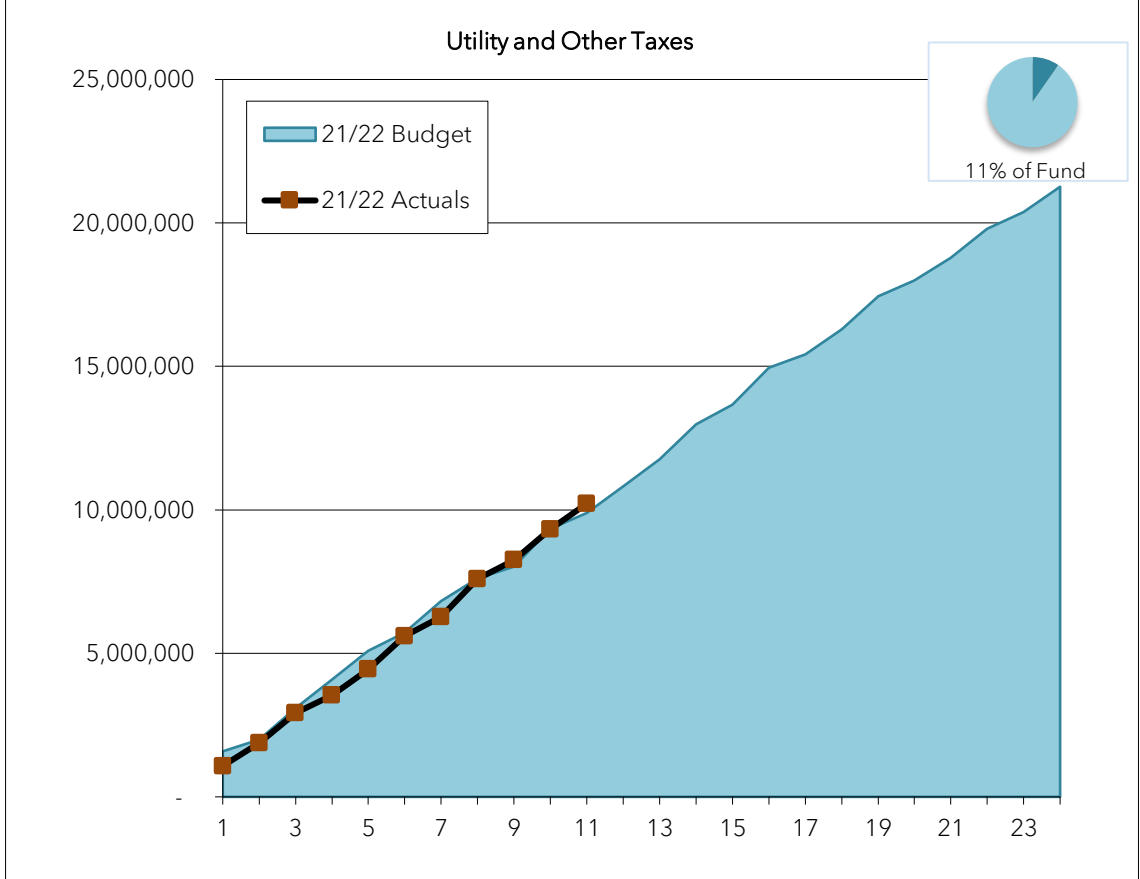
The total sales tax rate is 10.1% of the value of the sale of which 0.85% comes to the city for general government purposes and 0.01% for criminal justice. (most of the rest goes to other jurisdictions including 68% to the state).
 "Normalized" refers to taxes received not related to tax audits.
 Sales tax is the largest single revenue source in the General Fund. It is collected by the state and sent to the city about two months after the actual sales transaction. It includes retail sales and use tax, criminal justice and natural gas use tax.

Utility / Other Taxes

11% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | 1,587,187 | 1,078,073 | -32.08% |
| February | 1,993,054 | 1,884,330 | -5.46% |
| March | 3,101,481 | 2,916,633 | -5.96% |
| April | 4,096,216 | 3,542,650 | -13.51% |
| May | 5,079,527 | 4,443,476 | -12.52% |
| June | 5,722,589 | 5,609,361 | -1.98% |
| July | 6,828,830 | 6,274,909 | -8.11% |
| August | 7,609,399 | 7,586,245 | -0.30% |
| September | 8,028,134 | 8,253,823 | 2.81% |
| October | 9,351,439 | 9,329,927 | -0.23% |
| November | 9,901,144 | 10,219,381 | 3.21% |
| December | 10,812,596 | | |
| January | 11,757,063 | | |
| February | 12,988,838 | | |
| March | 13,666,024 | | |
| April | 14,959,081 | | |
| May | 15,425,828 | | |
| June | 16,291,152 | | |
| July | 17,437,416 | | |
| August | 17,988,441 | | |
| September | 18,787,032 | | |
| October | 19,789,071 | | |
| November | 20,387,068 | | |
| December | 21,262,999 | | |

Percent collected to date 48.1%



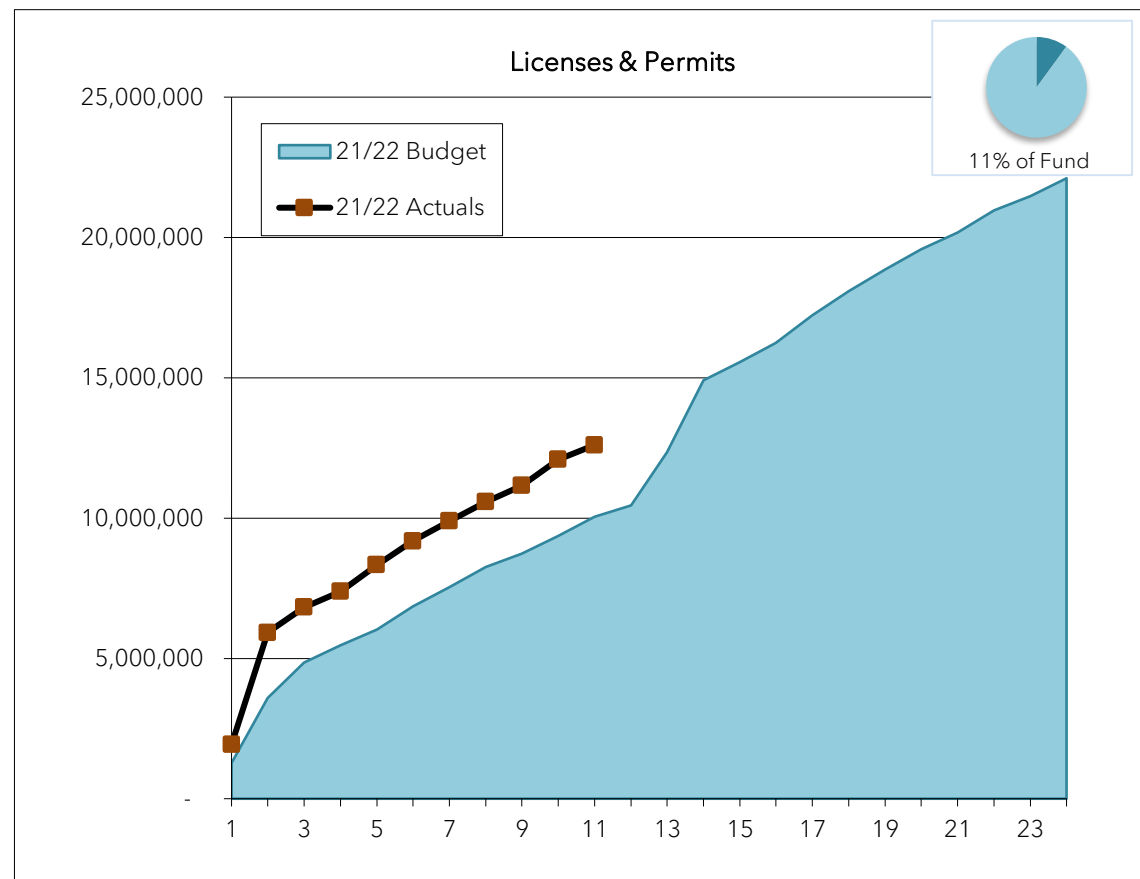
The utility tax rate is 6% of the gross revenues of electricity, telephone, cell phone, garbage and natural gas companies.
 The cable television utility tax rate is 6% and franchise fee is 5%. Other taxes include admissions and gambling taxes.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Licenses & Permits

11% of Total
Budget- GF
Over /
(Under) %

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | 1,270,590 | 1,928,743 | 51.80% |
| February | 3,591,229 | 5,916,119 | 64.74% |
| March | 4,845,053 | 6,815,049 | 40.66% |
| April | 5,458,464 | 7,380,994 | 35.22% |
| May | 6,025,699 | 8,326,978 | 38.19% |
| June | 6,849,391 | 9,179,720 | 34.02% |
| July | 7,537,131 | 9,888,371 | 31.20% |
| August | 8,250,337 | 10,581,540 | 28.26% |
| September | 8,723,495 | 11,156,713 | 27.89% |
| October | 9,361,436 | 12,090,658 | 29.15% |
| November | 10,044,360 | 12,602,951 | 25.47% |
| December | 10,450,074 | | |
| January | 12,340,506 | | |
| February | 14,904,962 | | |
| March | 15,561,884 | | |
| April | 16,240,165 | | |
| May | 17,229,148 | | |
| June | 18,078,387 | | |
| July | 18,862,056 | | |
| August | 19,577,456 | | |
| September | 20,165,872 | | |
| October | 20,965,021 | | |
| November | 21,477,760 | | |
| December | 22,108,251 | | |



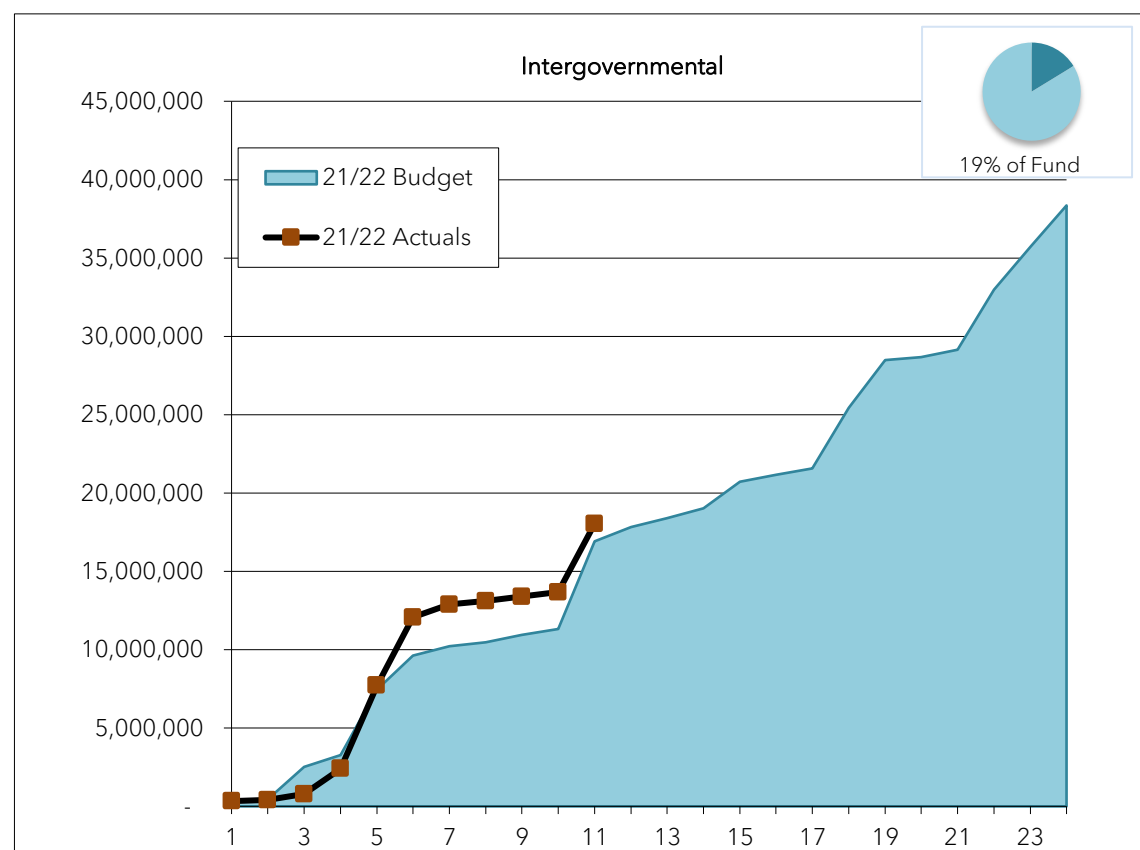
Percent collected to date 57.0%

Business license rates are \$51.00 in 2021 and \$52.00 in 2022 per employee within the business.
The estimates for business license are \$7.2 million for the biennium.
The permits are largely development related and are estimated to be almost \$12.5 million for the biennium.

Intergovernmental

19% of Total
Budget- GF
Over /
(Under) %

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | 321,437 | 334,654 | 4.11% |
| February | 440,830 | 416,834 | -5.44% |
| March | 2,507,649 | 795,469 | -68.28% |
| April | 3,269,512 | 2,402,946 | -26.50% |
| May | 7,454,981 | 7,714,982 | 3.49% |
| June | 9,631,464 | 12,072,089 | 25.34% |
| July | 10,233,364 | 12,876,061 | 25.82% |
| August | 10,483,301 | 13,105,439 | 25.01% |
| September | 10,934,744 | 13,395,980 | 22.51% |
| October | 11,313,787 | 13,679,726 | 20.91% |
| November | 16,929,431 | 18,031,333 | 6.51% |
| December | 17,817,236 | | |
| January | 18,389,728 | | |
| February | 19,024,824 | | |
| March | 20,732,746 | | |
| April | 21,154,478 | | |
| May | 21,572,792 | | |
| June | 25,423,475 | | |
| July | 28,477,773 | | |
| August | 28,662,594 | | |
| September | 29,143,619 | | |
| October | 32,979,804 | | |
| November | 35,697,466 | | |
| December | 38,350,001 | | |



Percent collected to date 47.0%

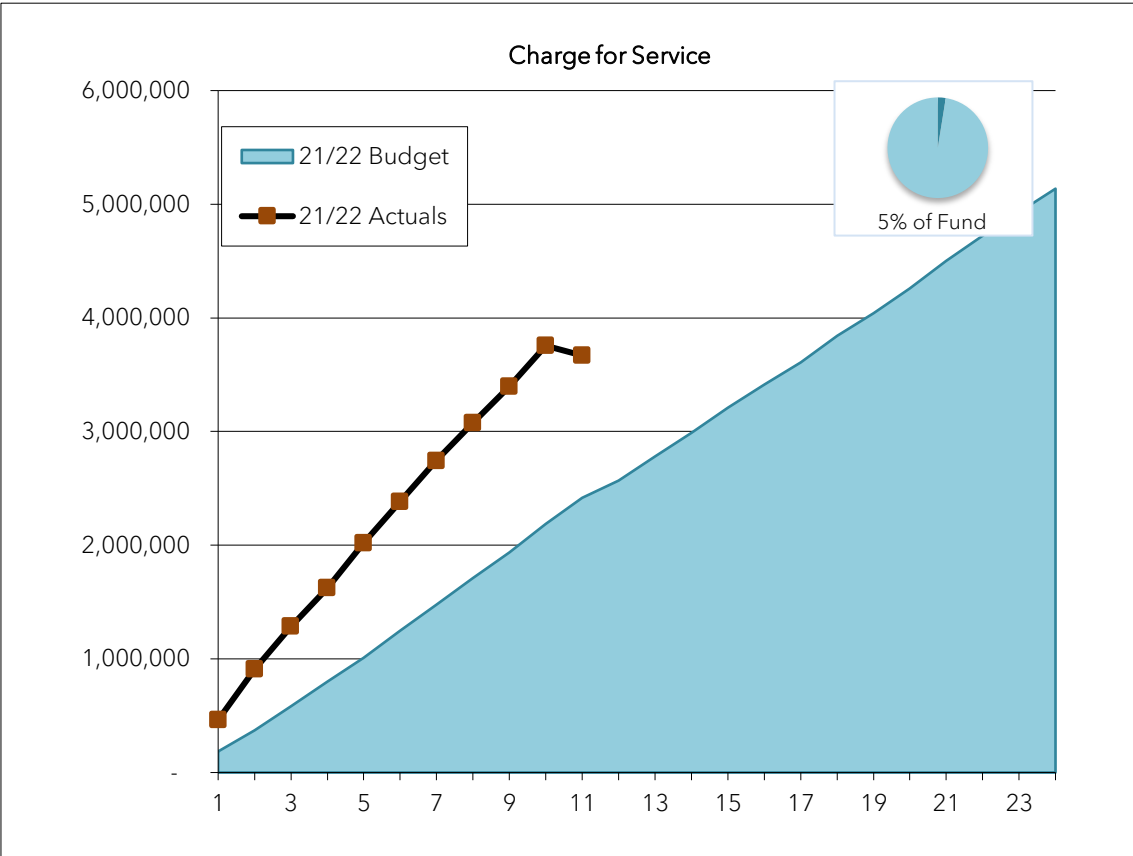
Intergovernmental revenues include contract payments by Fire District 34 for city service to that area (which is 58% of the total), state support for criminal justice efforts, state shared revenues for liquor taxes and liquor profits, and gas tax.
The city accounts for King County EMS levy payments for basic life support in this account as well as a variety of smaller intergovernmental contract payments to the City.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Charges for Service

3% of Total Budget-
GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 183,592 | 462,250 | 151.78% |
| February | 370,874 | 910,991 | 145.63% |
| March | 585,512 | 1,287,343 | 119.87% |
| April | 799,592 | 1,625,304 | 103.27% |
| May | 1,008,001 | 2,020,254 | 100.42% |
| June | 1,246,060 | 2,381,247 | 91.10% |
| July | 1,477,499 | 2,744,171 | 85.73% |
| August | 1,709,227 | 3,073,736 | 79.83% |
| September | 1,936,808 | 3,394,230 | 75.25% |
| October | 2,187,673 | 3,754,999 | 71.64% |
| November | 2,417,215 | 3,670,522 | 51.85% |
| December | 2,566,648 | | |
| January | 2,781,460 | | |
| February | 2,988,078 | | |
| March | 3,211,141 | | |
| April | 3,413,859 | | |
| May | 3,609,349 | | |
| June | 3,843,162 | | |
| July | 4,043,086 | | |
| August | 4,257,321 | | |
| September | 4,500,407 | | |
| October | 4,721,024 | | |
| November | 4,929,413 | | |
| December | 5,136,836 | | |



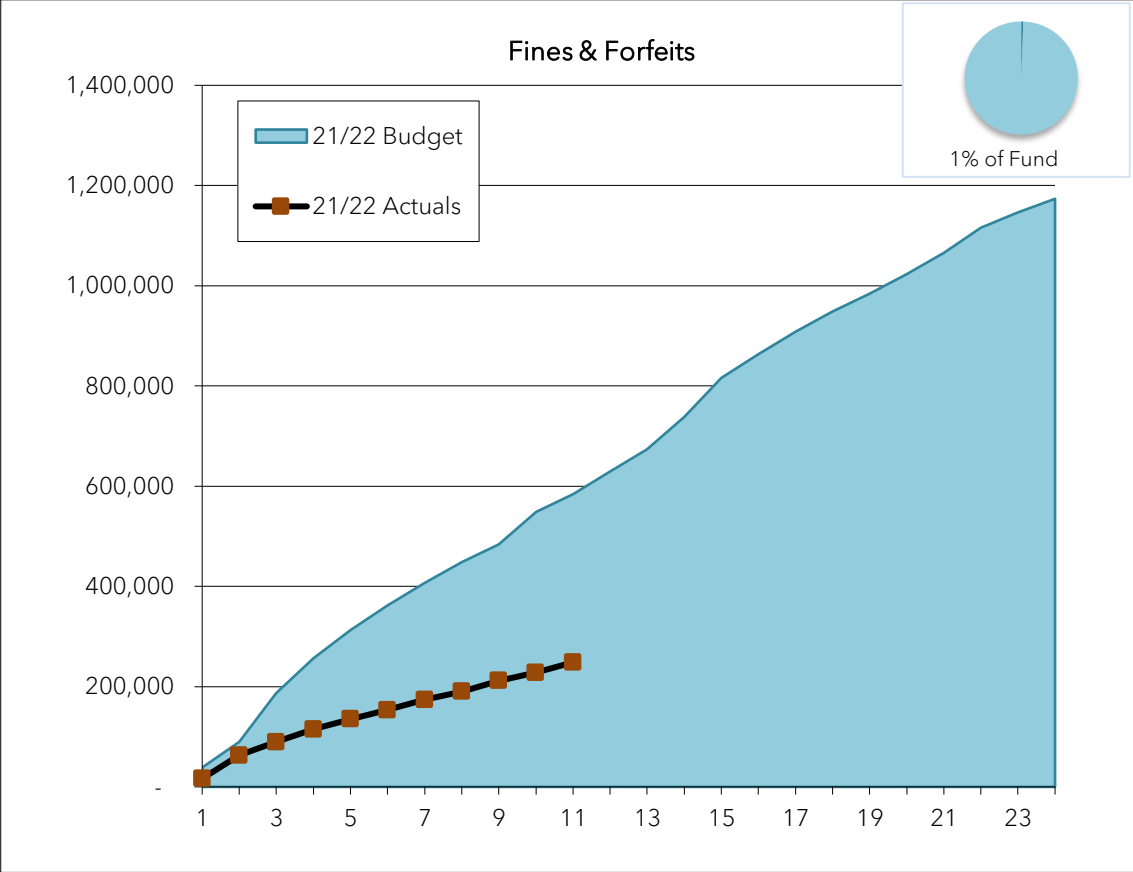
Percent collected to date 71.5%

Charges for service include development services and chargebacks for city overhead to other (self-sustaining) funds.

Fines & Forfeits

1% of Total Budget-
GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 38,249 | 16,579 | -56.65% |
| February | 89,459 | 62,953 | -29.63% |
| March | 187,411 | 89,727 | -52.12% |
| April | 257,195 | 114,996 | -55.29% |
| May | 313,001 | 135,190 | -56.81% |
| June | 362,331 | 153,598 | -57.61% |
| July | 406,780 | 173,925 | -57.24% |
| August | 448,304 | 190,430 | -57.52% |
| September | 483,535 | 211,988 | -56.16% |
| October | 548,574 | 228,181 | -58.40% |
| November | 583,727 | 248,576 | -57.42% |
| December | 629,480 | | |
| January | 673,856 | | |
| February | 738,259 | | |
| March | 815,828 | | |
| April | 863,180 | | |
| May | 908,849 | | |
| June | 948,759 | | |
| July | 983,823 | | |
| August | 1,023,090 | | |
| September | 1,065,303 | | |
| October | 1,115,676 | | |
| November | 1,145,999 | | |
| December | 1,173,491 | | |



Percent collected to date 21.2%

Fines and forfeits collected by the district court on behalf of city for violations of city codes (traffic infractions and misdemeanors). The City accounted for this net of the amount sent to the state until October of 2007 when we began accounting for the full revenue.

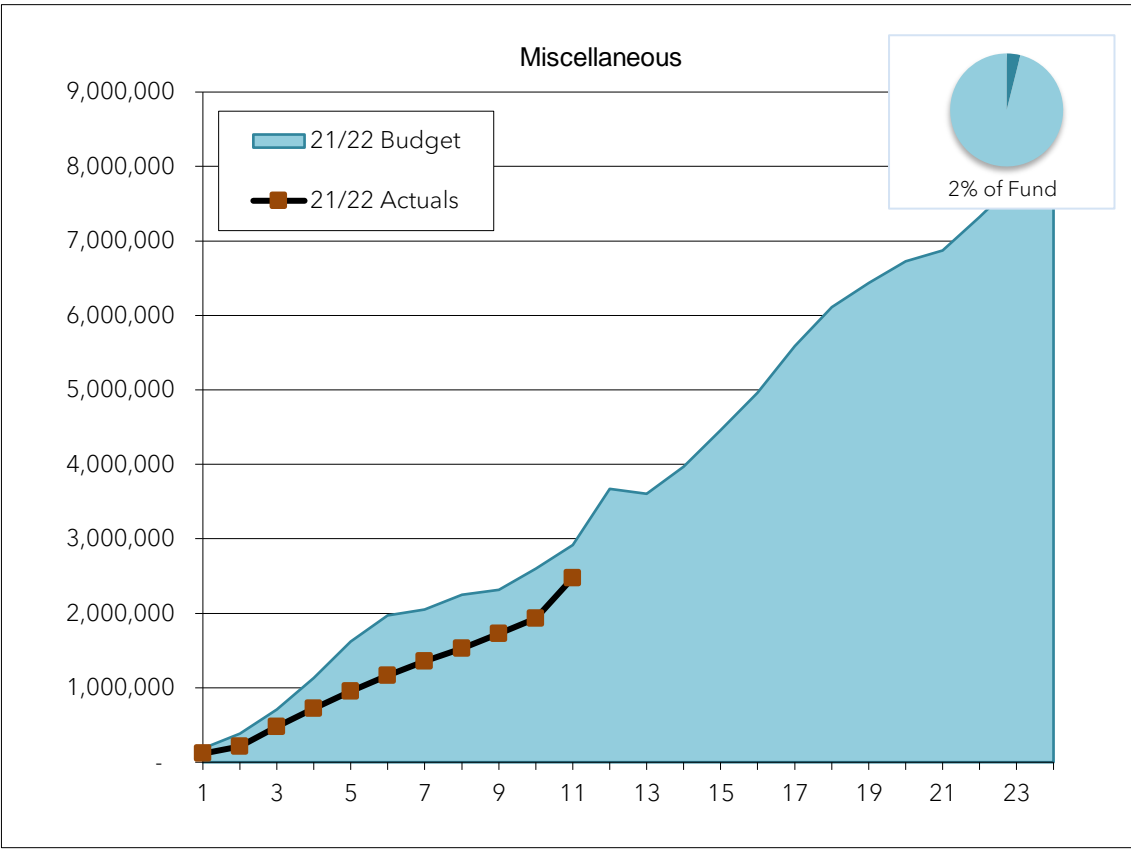
City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Miscellaneous

4% of Total Budget-
GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 185,959 | 115,467 | -37.91% |
| February | 380,877 | 211,752 | -44.40% |
| March | 705,979 | 475,507 | -32.65% |
| April | 1,131,794 | 722,791 | -36.14% |
| May | 1,621,532 | 950,757 | -41.37% |
| June | 1,969,409 | 1,161,131 | -41.04% |
| July | 2,051,025 | 1,358,157 | -33.78% |
| August | 2,246,802 | 1,529,289 | -31.93% |
| September | 2,318,176 | 1,728,220 | -25.45% |
| October | 2,599,191 | 1,929,188 | -25.78% |
| November | 2,918,551 | 2,475,509 | -15.18% |
| December | 3,668,802 | | |
| January | 3,607,675 | | |
| February | 3,969,492 | | |
| March | 4,459,468 | | |
| April | 4,958,125 | | |
| May | 5,591,455 | | |
| June | 6,109,052 | | |
| July | 6,437,775 | | |
| August | 6,723,353 | | |
| September | 6,872,370 | | |
| October | 7,325,123 | | |
| November | 7,795,436 | | |
| December | 8,031,628 | | |

Percent collected to date 30.8%



Miscellaneous revenues includes interest earnings on cash, rental revenues and other smaller revenues that do not fit into one of the above categories.

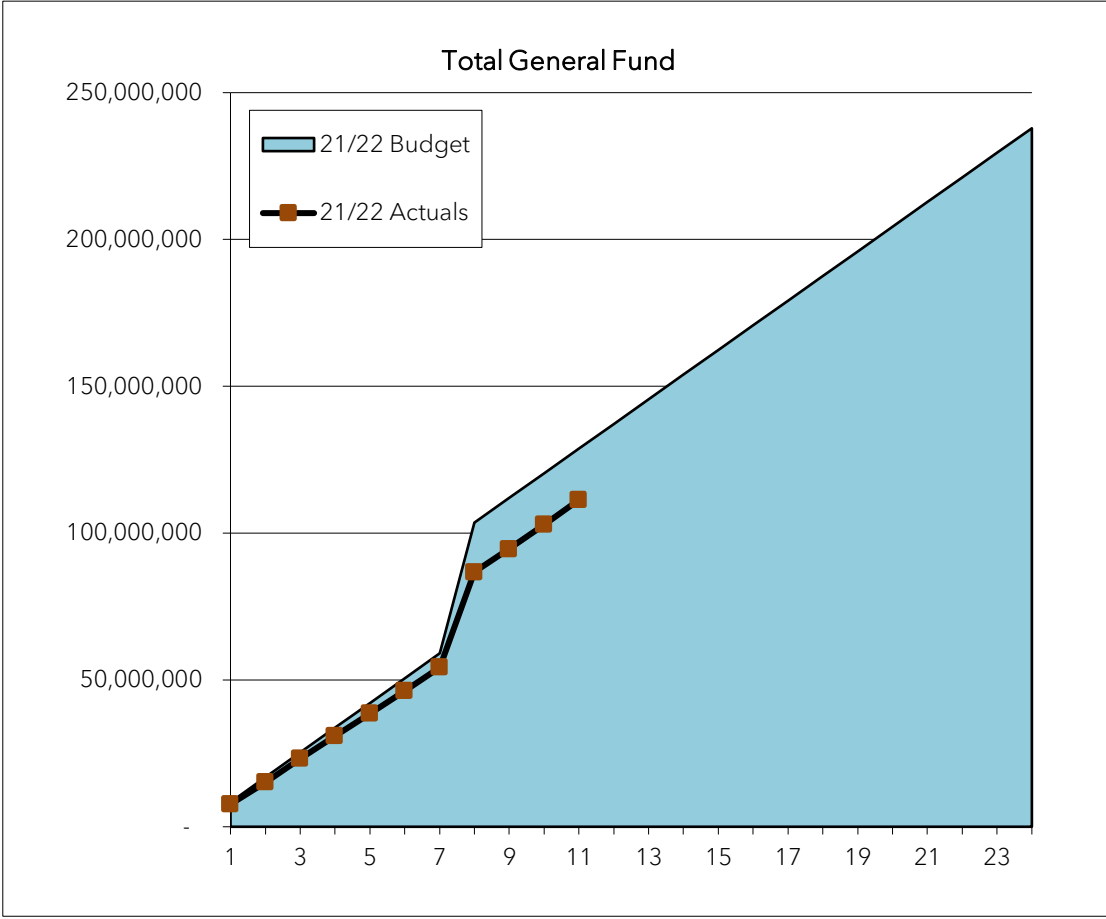
City of Redmond, WA

Monthly ExpenditureSummary - General Fund

2021-2022

Total General Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-------------|---------------------|
| January | 8,433,011 | 7,673,414 | -9.01% |
| February | 16,866,021 | 15,118,248 | -10.36% |
| March | 25,299,032 | 23,136,491 | -8.55% |
| April | 33,732,042 | 30,905,874 | -8.38% |
| May | 42,165,053 | 38,595,222 | -8.47% |
| June | 50,598,063 | 46,258,210 | -8.58% |
| July | 59,031,074 | 54,233,697 | -8.13% |
| August | 103,595,664 | 86,710,241 | -16.30% |
| September | 111,987,467 | 94,570,777 | -15.55% |
| October | 120,379,269 | 102,920,383 | -14.50% |
| November | 128,771,071 | 111,325,906 | -13.55% |
| December | 137,162,873 | | |
| January | 145,554,675 | | |
| February | 153,946,478 | | |
| March | 162,338,280 | | |
| April | 170,730,082 | | |
| May | 179,121,884 | | |
| June | 187,513,687 | | |
| July | 195,905,489 | | |
| August | 204,297,291 | | |
| September | 212,689,093 | | |
| October | 221,080,896 | | |
| November | 229,472,698 | | |
| December | 237,864,500 | | |
| % spent | | 46.80% | |



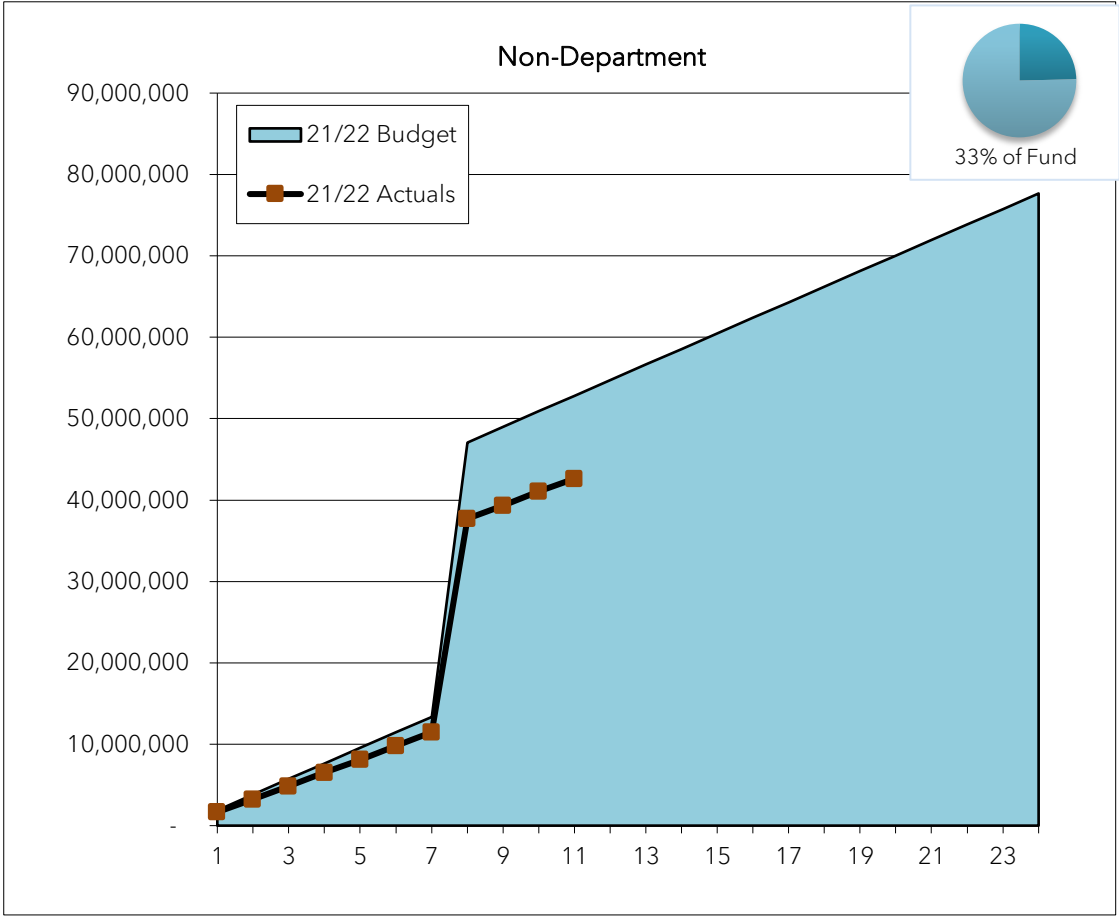
The General Fund accounts for services as described in each of the charts below.

The blue (shaded) background is the current budget. The dark black solid line is the actual experience this year.

Non-Departmental

33% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | 1,911,561 | 1,663,951 | -12.95% |
| February | 3,823,121 | 3,213,113 | -15.96% |
| March | 5,734,682 | 4,821,404 | -15.93% |
| April | 7,646,242 | 6,496,191 | -15.04% |
| May | 9,557,803 | 8,096,230 | -15.29% |
| June | 11,469,364 | 9,820,002 | -14.38% |
| July | 13,380,924 | 11,460,959 | -14.35% |
| August | 47,083,205 | 37,723,858 | -19.88% |
| September | 48,994,765 | 39,312,872 | -19.76% |
| October | 50,906,326 | 41,042,197 | -19.38% |
| November | 52,817,886 | 42,627,097 | -19.29% |
| December | 54,729,447 | | |
| January | 56,641,008 | | |
| February | 58,552,568 | | |
| March | 60,464,129 | | |
| April | 62,375,689 | | |
| May | 64,287,250 | | |
| June | 66,198,811 | | |
| July | 68,110,371 | | |
| August | 70,021,932 | | |
| September | 71,933,492 | | |
| October | 73,845,053 | | |
| November | 75,756,613 | | |
| December | 77,668,174 | | |
| % spent | | 54.88% | |



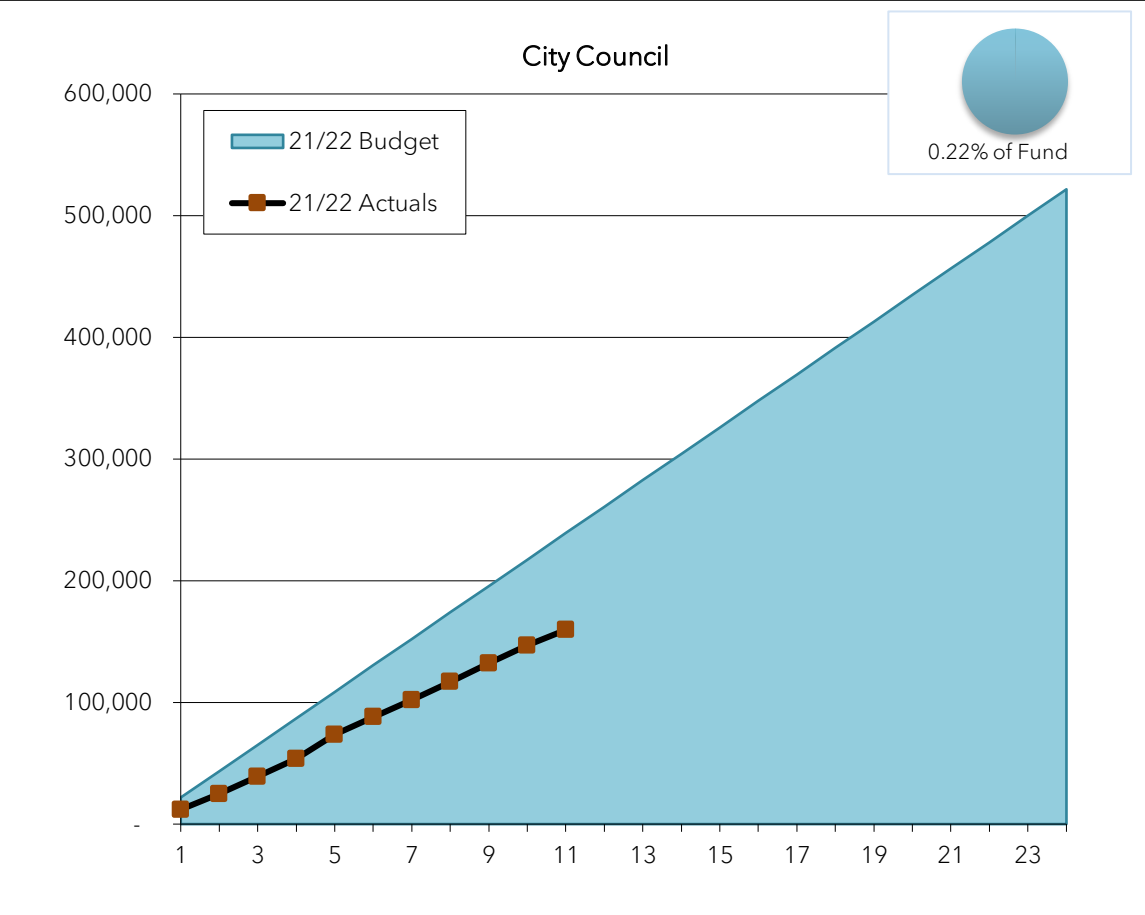
Non-departmental includes insurance payments, transfers to capital improvement funds, tranfers to Technology & Information System fund, payment to the district court, and other smaller general city payments.

City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

City Council

0.22% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 21,735 | 11,980 | -44.88% |
| February | 43,470 | 24,925 | -42.66% |
| March | 65,205 | 39,010 | -40.17% |
| April | 86,939 | 53,573 | -38.38% |
| May | 108,674 | 73,506 | -32.36% |
| June | 130,409 | 87,926 | -32.58% |
| July | 152,144 | 102,110 | -32.89% |
| August | 173,879 | 116,779 | -32.84% |
| September | 195,614 | 132,132 | -32.45% |
| October | 217,348 | 146,748 | -32.48% |
| November | 239,083 | 159,617 | -33.24% |
| December | 260,818 | | |
| January | 282,553 | | |
| February | 304,288 | | |
| March | 326,023 | | |
| April | 347,757 | | |
| May | 369,492 | | |
| June | 391,227 | | |
| July | 412,962 | | |
| August | 434,697 | | |
| September | 456,432 | | |
| October | 478,166 | | |
| November | 499,901 | | |
| December | 521,636 | | |



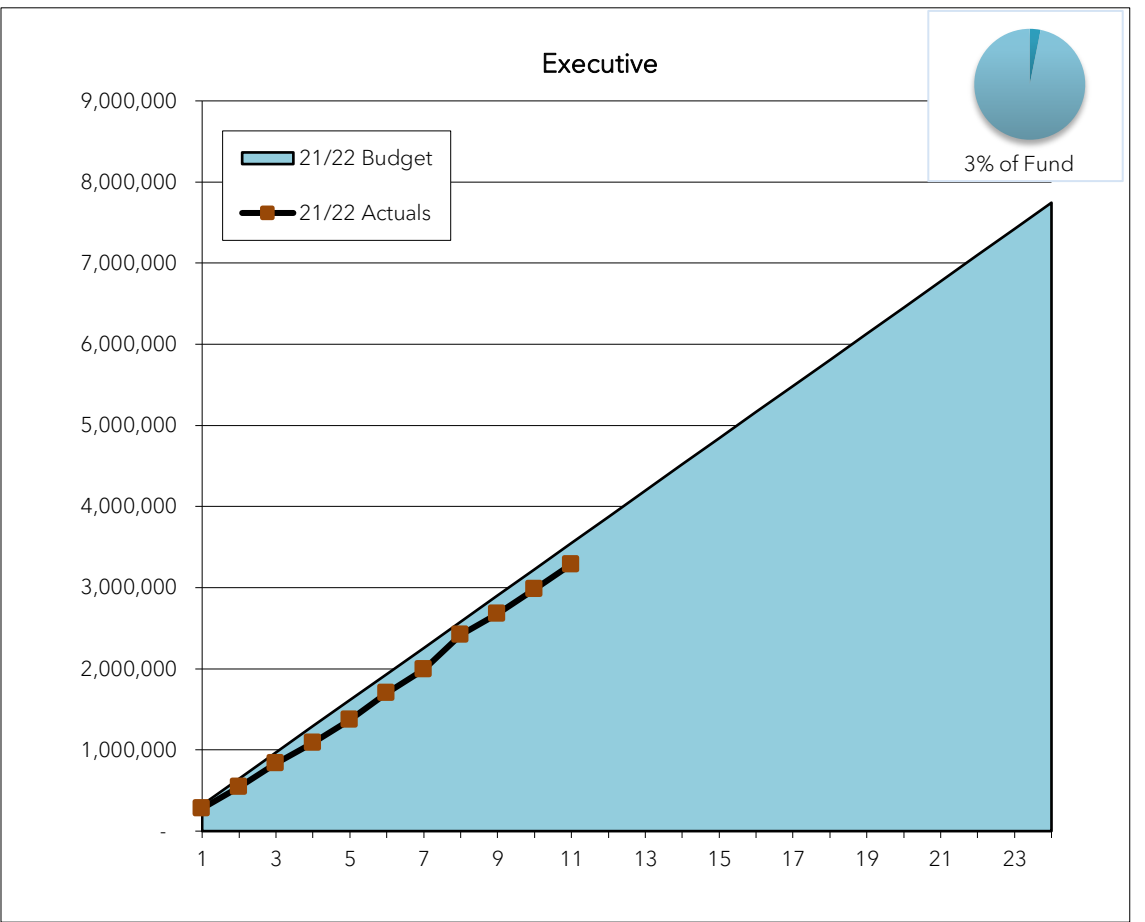
| | |
|---------|--------|
| % spent | 30.60% |
|---------|--------|

City Council budget accounts for City Council and related expenses.

Executive

3% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 322,737 | 279,754 | -13.32% |
| February | 645,474 | 543,690 | -15.77% |
| March | 968,211 | 834,437 | -13.82% |
| April | 1,290,947 | 1,087,842 | -15.73% |
| May | 1,613,684 | 1,370,151 | -15.09% |
| June | 1,936,421 | 1,701,096 | -12.15% |
| July | 2,259,158 | 1,991,386 | -11.85% |
| August | 2,581,895 | 2,417,401 | -6.37% |
| September | 2,904,632 | 2,676,041 | -7.87% |
| October | 3,227,368 | 2,982,619 | -7.58% |
| November | 3,550,105 | 3,289,238 | -7.35% |
| December | 3,872,842 | | |
| January | 4,195,579 | | |
| February | 4,518,316 | | |
| March | 4,841,053 | | |
| April | 5,163,789 | | |
| May | 5,486,526 | | |
| June | 5,809,263 | | |
| July | 6,132,000 | | |
| August | 6,454,737 | | |
| September | 6,777,474 | | |
| October | 7,100,210 | | |
| November | 7,422,947 | | |
| December | 7,745,684 | | |



| | |
|---------|--------|
| % spent | 42.47% |
|---------|--------|

Executive budget provides for the mayor's office, city communications, city clerk's office, and customer service. City Clerk (GF) supports the Mayor and City Council, oversees the Hearing Examiner function, coordinates City elections and monitors state legislative actions.

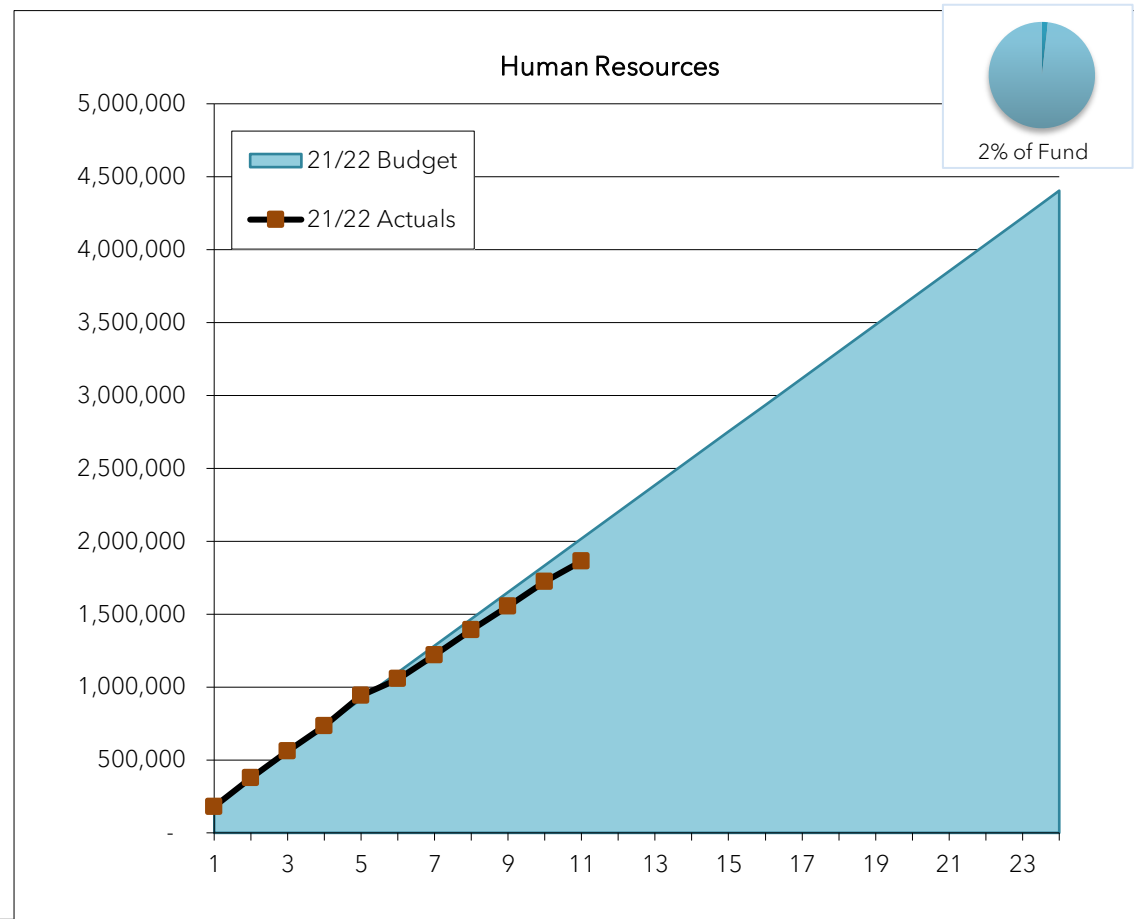
City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

Human Resources

2% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 183,511 | 179,568 | -2.15% |
| February | 367,022 | 376,528 | 2.59% |
| March | 550,533 | 558,922 | 1.52% |
| April | 734,044 | 731,376 | -0.36% |
| May | 917,555 | 941,476 | 2.61% |
| June | 1,101,066 | 1,054,665 | -4.21% |
| July | 1,284,577 | 1,219,213 | -5.09% |
| August | 1,468,088 | 1,391,100 | -5.24% |
| September | 1,651,599 | 1,551,752 | -6.05% |
| October | 1,835,110 | 1,721,599 | -6.19% |
| November | 2,018,621 | 1,862,846 | -7.72% |
| December | 2,202,132 | | |
| January | 2,385,642 | | |
| February | 2,569,153 | | |
| March | 2,752,664 | | |
| April | 2,936,175 | | |
| May | 3,119,686 | | |
| June | 3,303,197 | | |
| July | 3,486,708 | | |
| August | 3,670,219 | | |
| September | 3,853,730 | | |
| October | 4,037,241 | | |
| November | 4,220,752 | | |
| December | 4,404,263 | | |

% spent 42.30%



Human Resources accounts for the personnel, recruitments and related functions.

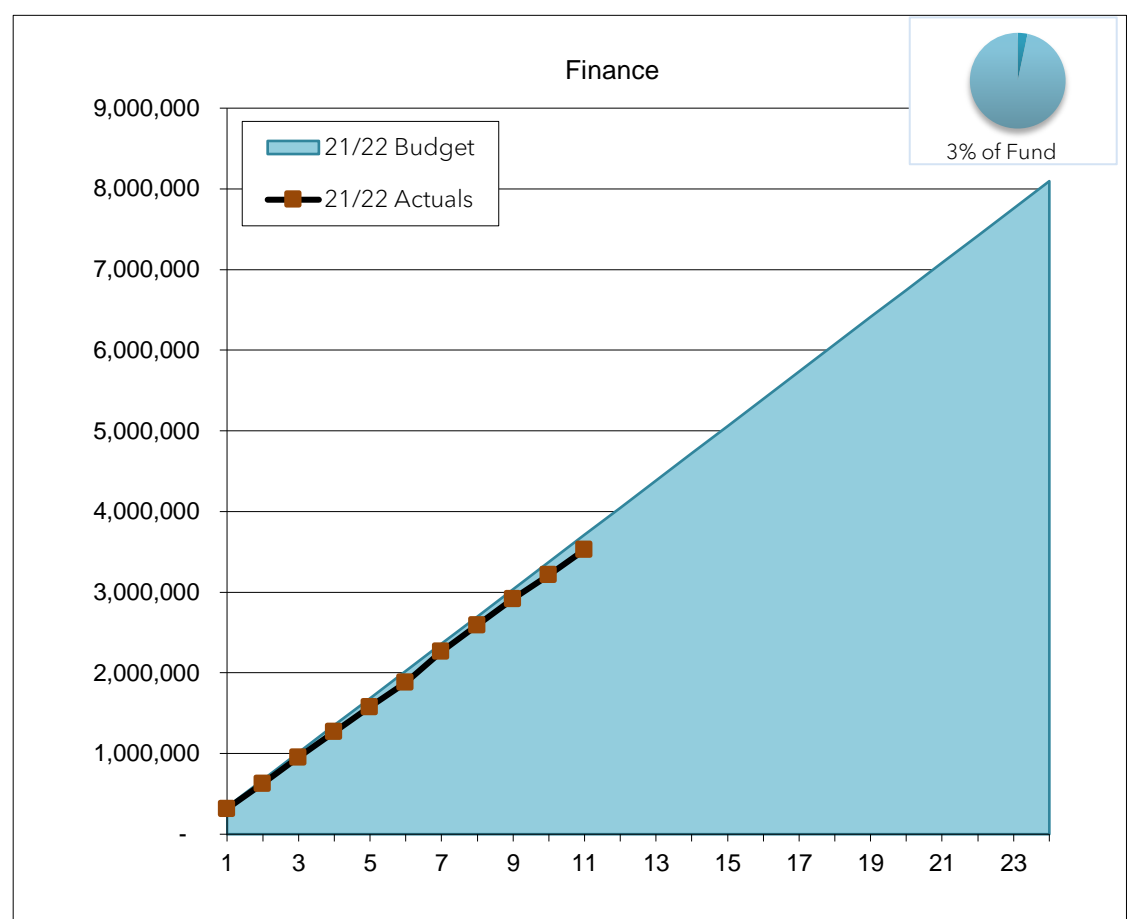
Finance

3% of Total Fund

-3.84%

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 337,302 | 316,827 | -6.07% |
| February | 674,604 | 630,644 | -6.52% |
| March | 1,011,905 | 956,266 | -5.50% |
| April | 1,349,207 | 1,271,097 | -5.79% |
| May | 1,686,509 | 1,578,197 | -6.42% |
| June | 2,023,811 | 1,881,241 | -7.04% |
| July | 2,361,112 | 2,265,733 | -4.04% |
| August | 2,698,414 | 2,592,905 | -3.91% |
| September | 3,035,716 | 2,919,293 | -3.84% |
| October | 3,373,018 | 3,213,465 | -4.73% |
| November | 3,710,319 | 3,525,641 | -4.98% |
| December | 4,047,621 | | |
| January | 4,384,923 | | |
| February | 4,722,225 | | |
| March | 5,059,526 | | |
| April | 5,396,828 | | |
| May | 5,734,130 | | |
| June | 6,071,432 | | |
| July | 6,408,733 | | |
| August | 6,746,035 | | |
| September | 7,083,337 | | |
| October | 7,420,639 | | |
| November | 7,757,940 | | |
| December | 8,095,242 | | |

% spent 43.55%



Finance Department provides for accounting, payroll processing, purchasing / payments, financial planning, treasury within the finance discipline.

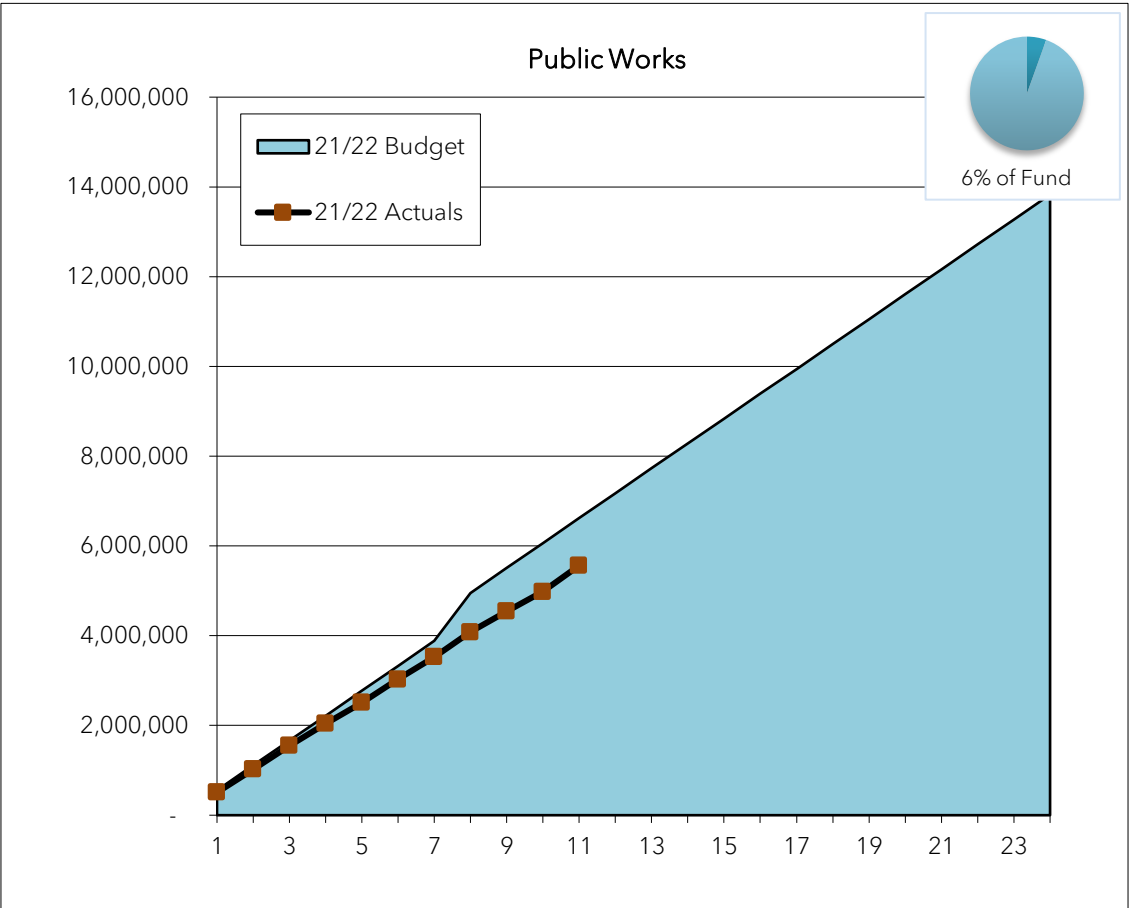
City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

Public Works

6% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 554,782 | 507,309 | -8.56% |
| February | 1,109,564 | 1,023,384 | -7.77% |
| March | 1,664,345 | 1,551,987 | -6.75% |
| April | 2,219,127 | 2,038,328 | -8.15% |
| May | 2,773,909 | 2,509,396 | -9.54% |
| June | 3,328,691 | 3,027,449 | -9.05% |
| July | 3,883,473 | 3,524,720 | -9.24% |
| August | 4,952,014 | 4,080,396 | -17.60% |
| September | 5,506,796 | 4,540,717 | -17.54% |
| October | 6,061,578 | 4,979,301 | -17.85% |
| November | 6,616,360 | 5,563,335 | -15.92% |
| December | 7,171,142 | | |
| January | 7,725,923 | | |
| February | 8,280,705 | | |
| March | 8,835,487 | | |
| April | 9,390,269 | | |
| May | 9,945,050 | | |
| June | 10,499,832 | | |
| July | 11,054,614 | | |
| August | 11,609,396 | | |
| September | 12,164,178 | | |
| October | 12,718,959 | | |
| November | 13,273,741 | | |
| December | 13,828,523 | | |

% spent 40.23%



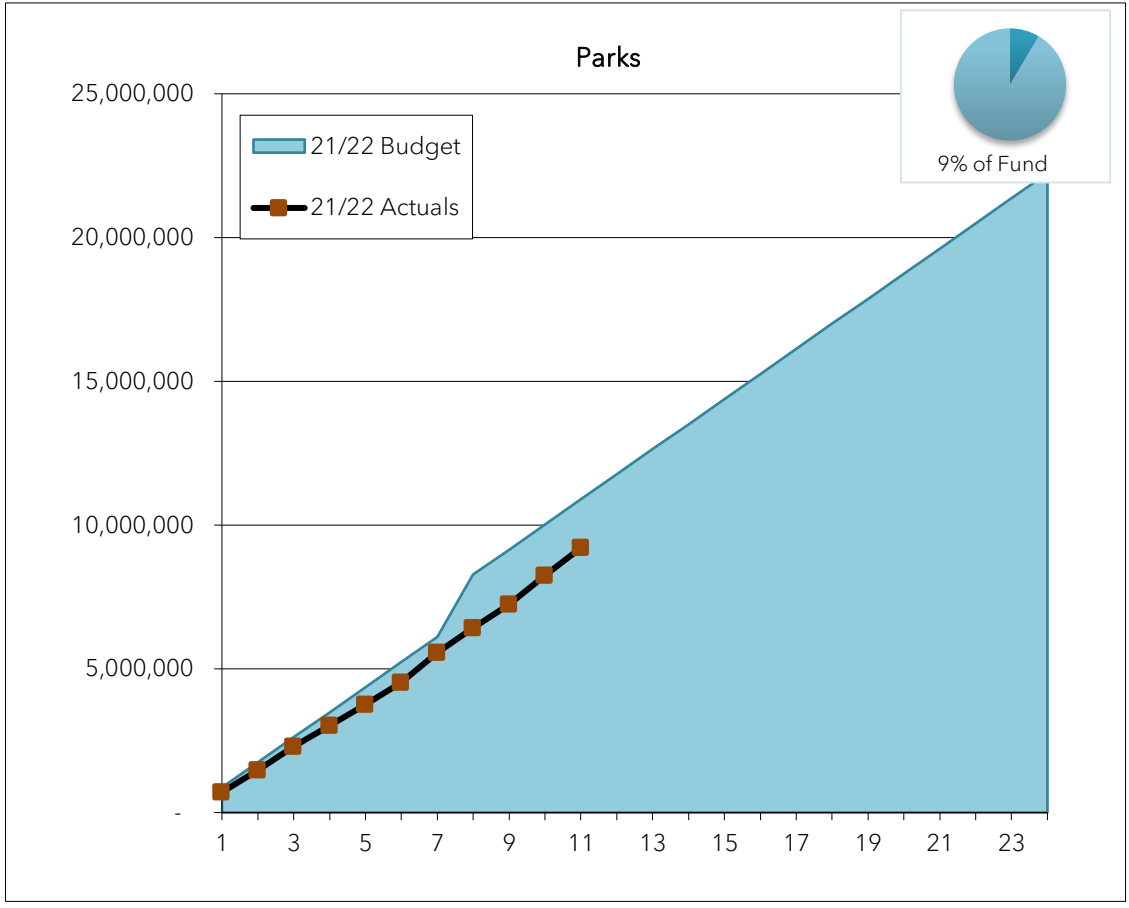
Public Works within the General Fund accounts for maintenance, street maintenance, traffic systems, construction inspection as well as department oversight.

Parks

9% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 872,409 | 704,106 | -19.29% |
| February | 1,744,817 | 1,479,068 | -15.23% |
| March | 2,617,226 | 2,292,666 | -12.40% |
| April | 3,489,635 | 3,031,185 | -13.14% |
| May | 4,362,043 | 3,762,746 | -13.74% |
| June | 5,234,452 | 4,521,234 | -13.63% |
| July | 6,106,860 | 5,567,797 | -8.83% |
| August | 8,273,711 | 6,422,209 | -22.38% |
| September | 9,146,120 | 7,244,700 | -20.79% |
| October | 10,018,528 | 8,253,279 | -17.62% |
| November | 10,890,937 | 9,207,056 | -15.46% |
| December | 11,763,346 | | |
| January | 12,635,754 | | |
| February | 13,508,163 | | |
| March | 14,380,572 | | |
| April | 15,252,981 | | |
| May | 16,125,389 | | |
| June | 16,997,798 | | |
| July | 17,870,207 | | |
| August | 18,742,615 | | |
| September | 19,615,024 | | |
| October | 20,487,433 | | |
| November | 21,359,841 | | |
| December | 22,232,250 | | |

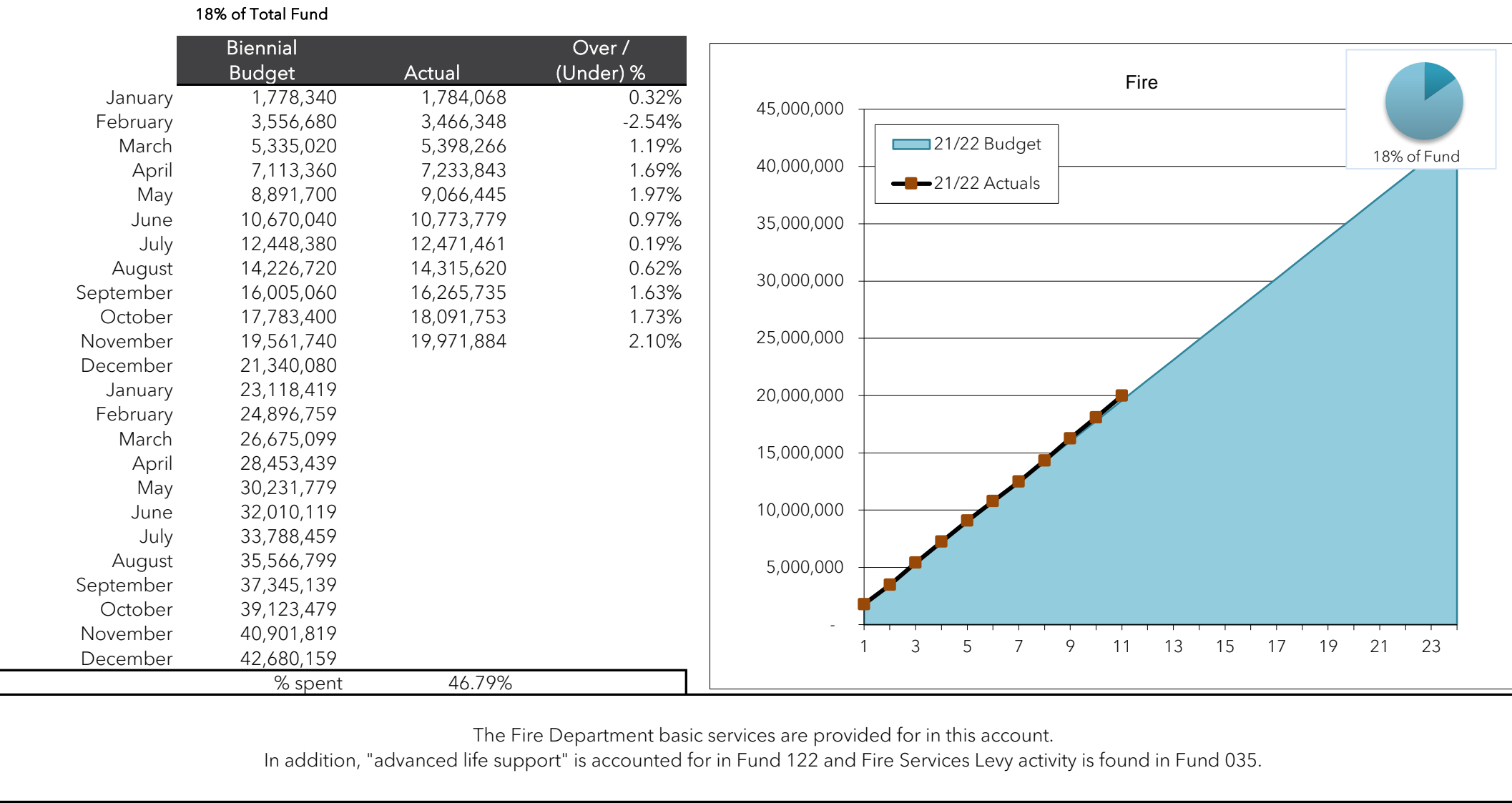
% spent 41.41%



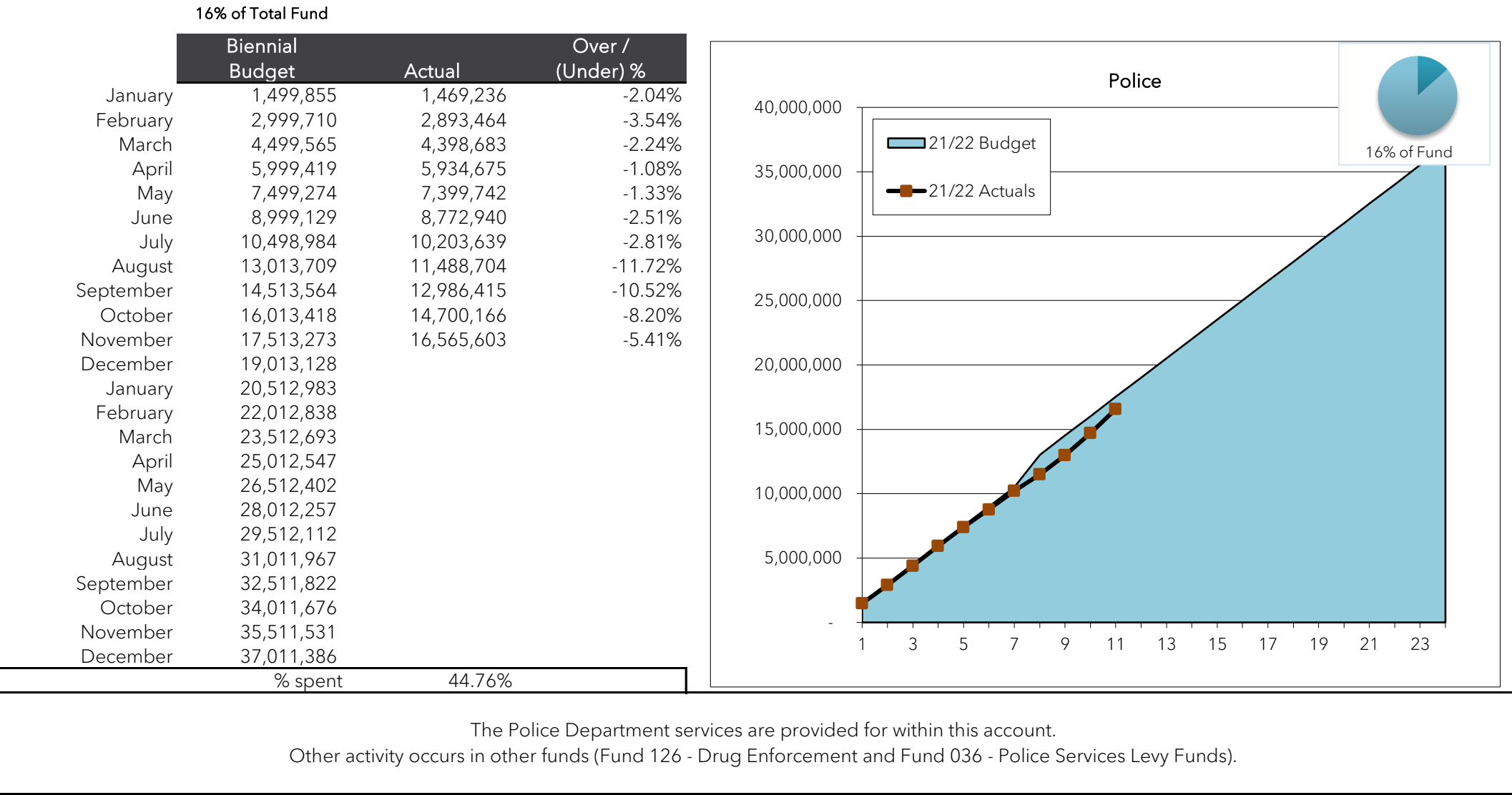
Parks within the General Fund provide for the senior center, some maintenance and some recreation activities (as well as department oversight). The parks planning function is also in this account.

City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

Fire

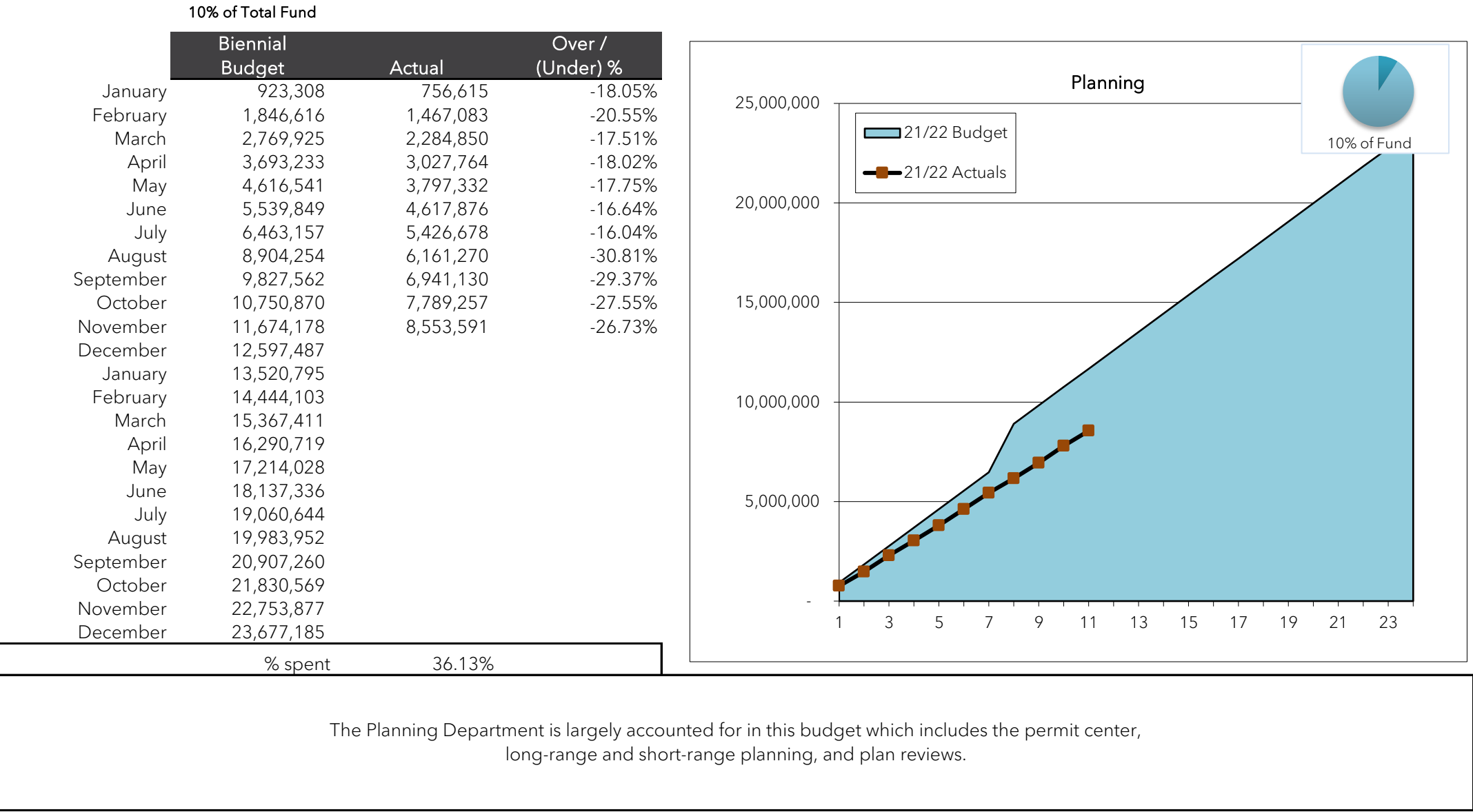


Police



City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

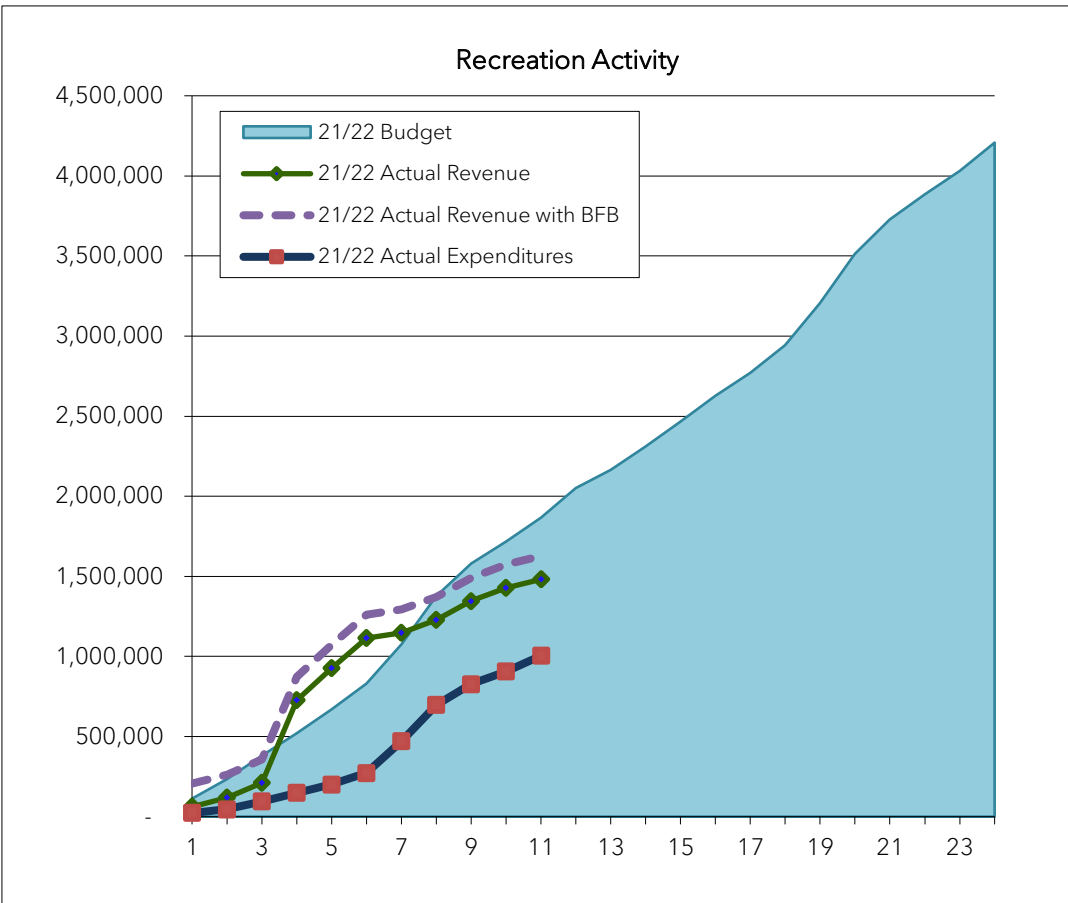
Planning



City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Recreation Activity Fund (Fund 110)

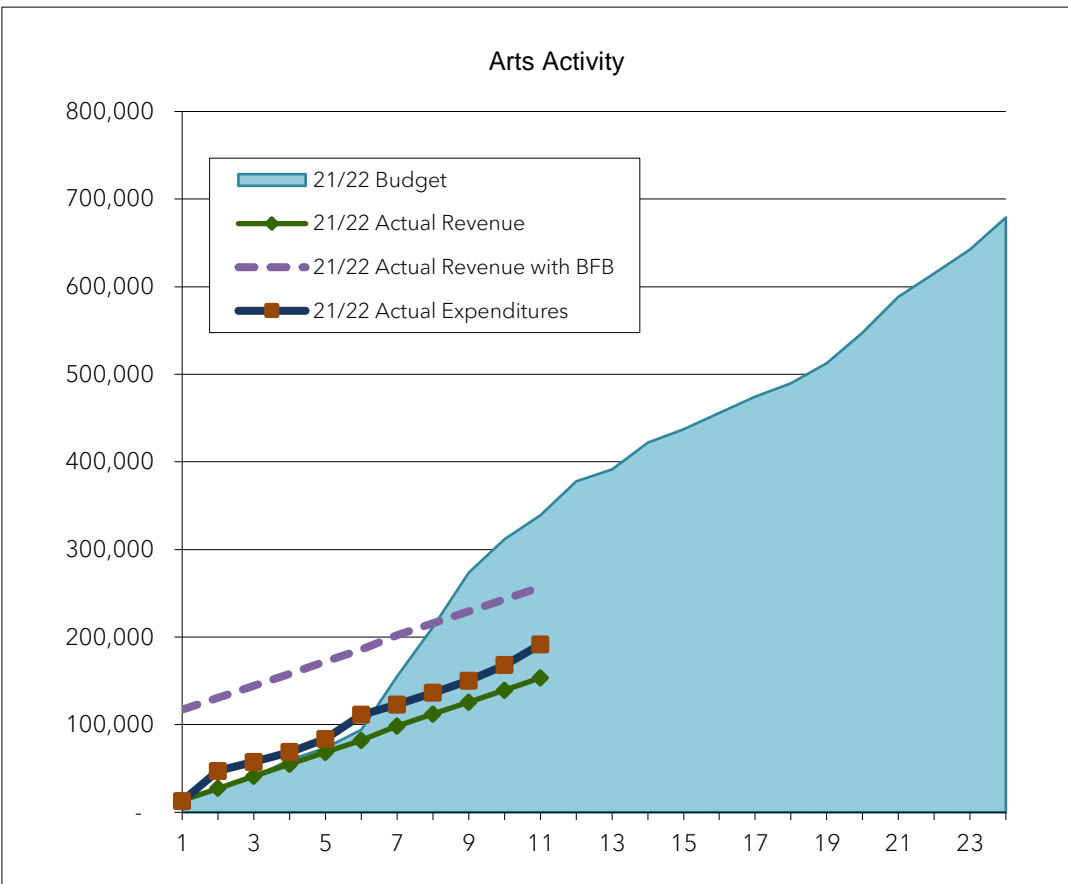
| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 113,528 | 22,787 | -79.93% |
| February | 234,424 | 46,159 | -80.31% |
| March | 381,212 | 96,142 | -74.78% |
| April | 520,727 | 149,580 | -71.27% |
| May | 671,023 | 201,436 | -69.98% |
| June | 832,648 | 272,730 | -67.25% |
| July | 1,077,135 | 471,559 | -56.22% |
| August | 1,376,172 | 696,972 | -49.35% |
| September | 1,580,085 | 827,318 | -47.64% |
| October | 1,717,124 | 905,667 | -47.26% |
| November | 1,865,391 | 1,004,606 | -46.15% |
| December | 2,051,776 | | |
| January | 2,164,692 | | |
| February | 2,309,675 | | |
| March | 2,466,121 | | |
| April | 2,625,910 | | |
| May | 2,771,124 | | |
| June | 2,941,998 | | |
| July | 3,206,724 | | |
| August | 3,511,764 | | |
| September | 3,726,819 | | |
| October | 3,886,562 | | |
| November | 4,032,884 | | |
| December | 4,207,550 | | |
| | BTD Status | 23.88% | |



These charts include a lighter solid (purple) revenue line for the fund.
The dashed line is the revenue without beginning fund balance.
The Recreation Activity fund is a self sustaining (by fees collected) for recreation activities.

Arts Activity Fund (Fund 011)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 11,676 | 12,870 | 10.22% |
| February | 26,944 | 47,438 | 76.06% |
| March | 40,176 | 57,501 | 43.12% |
| April | 59,599 | 68,737 | 15.33% |
| May | 73,309 | 83,756 | 14.25% |
| June | 94,434 | 111,299 | 17.86% |
| July | 155,558 | 122,946 | -20.96% |
| August | 211,365 | 136,444 | -35.45% |
| September | 273,860 | 150,467 | -45.06% |
| October | 311,663 | 167,999 | -46.10% |
| November | 339,255 | 191,670 | -43.50% |
| December | 377,696 | | |
| January | 391,385 | | |
| February | 421,983 | | |
| March | 437,516 | | |
| April | 455,929 | | |
| May | 474,299 | | |
| June | 489,508 | | |
| July | 512,810 | | |
| August | 547,387 | | |
| September | 588,354 | | |
| October | 615,131 | | |
| November | 642,298 | | |
| December | 679,044 | | |
| | BTD Status | 28.23% | |

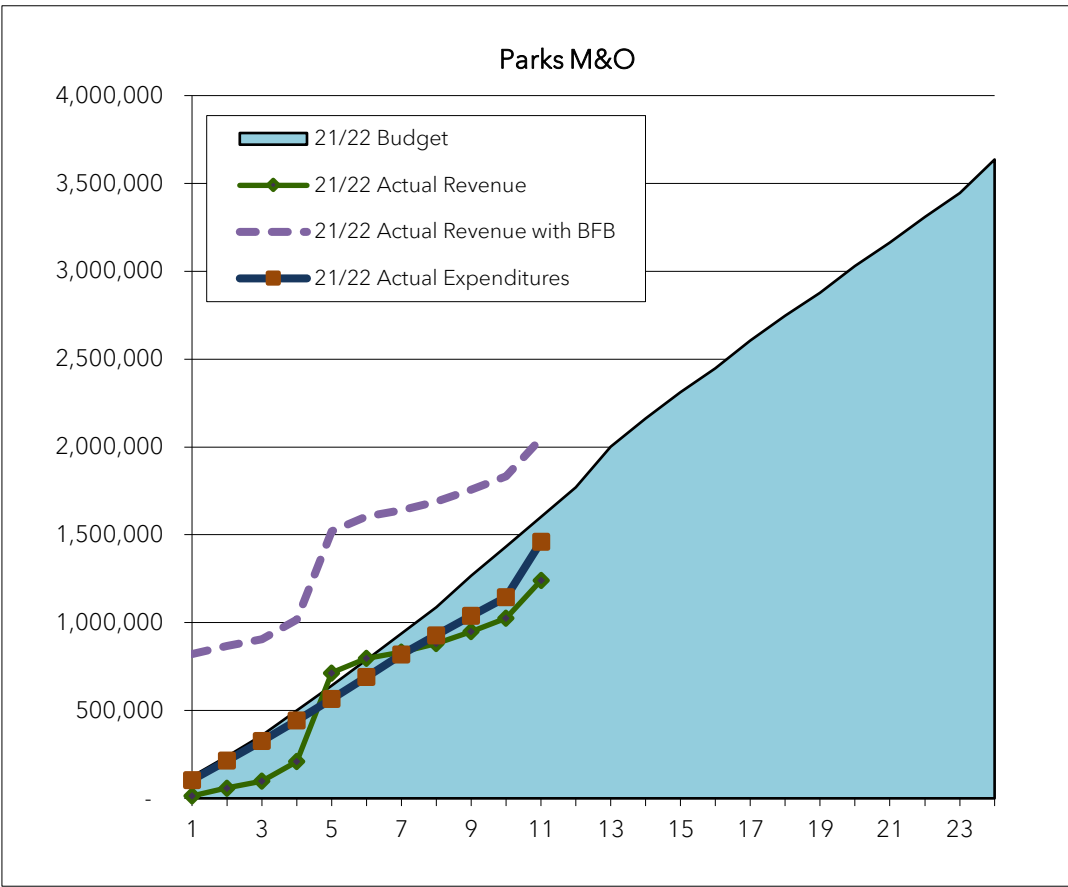


The Arts Activity Fund accounts for salaries and benefits that support the arts programs within the City.
Revenues are primarily a \$1.50 per capita transfer from the General Fund

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Parks M&O Fund (Fund 012)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 123,864 | 104,668 | -15.50% |
| February | 238,315 | 215,900 | -9.41% |
| March | 357,747 | 326,497 | -8.74% |
| April | 501,105 | 443,456 | -11.50% |
| May | 642,945 | 565,596 | -12.03% |
| June | 789,169 | 690,694 | -12.48% |
| July | 936,978 | 818,954 | -12.60% |
| August | 1,088,628 | 928,794 | -14.68% |
| September | 1,268,487 | 1,039,157 | -18.08% |
| October | 1,432,896 | 1,143,765 | -20.18% |
| November | 1,602,781 | 1,460,154 | -8.90% |
| December | 1,769,394 | | |
| January | 2,002,122 | | |
| February | 2,163,213 | | |
| March | 2,312,795 | | |
| April | 2,447,571 | | |
| May | 2,606,176 | | |
| June | 2,747,206 | | |
| July | 2,876,696 | | |
| August | 3,028,566 | | |
| September | 3,162,374 | | |
| October | 3,310,100 | | |
| November | 3,445,783 | | |
| December | 3,636,220 | | |
| | BTD Status | 40.16% | |

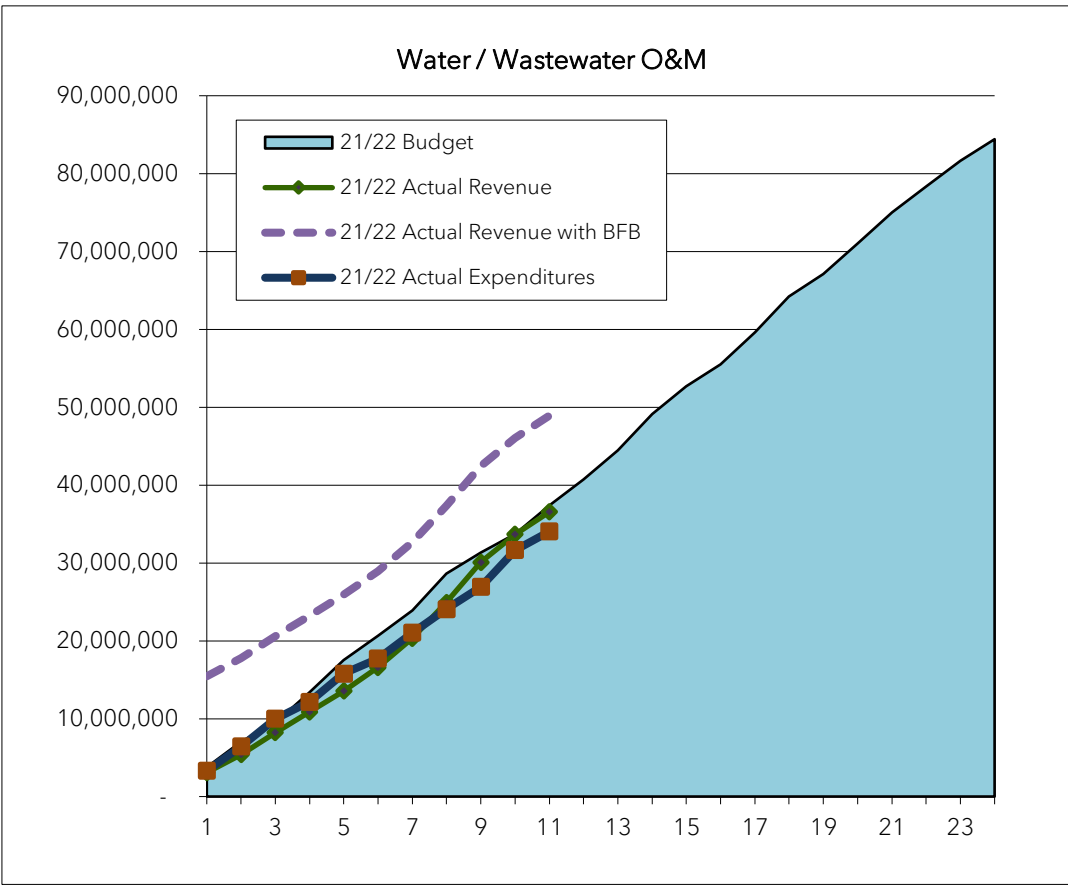


The Parks M&O Fund accounts for voter approved special operating levies to support the maintenance of the City's park system.

(517,240)

Water/Wastewater O&M Fund (Fund 401)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|------------|---------------------|
| January | 3,752,078 | 3,318,452 | -11.56% |
| February | 7,037,008 | 6,439,813 | -8.49% |
| March | 9,460,565 | 9,977,805 | 5.47% |
| April | 13,428,911 | 12,157,181 | -9.47% |
| May | 17,506,510 | 15,781,747 | -9.85% |
| June | 20,656,645 | 17,735,144 | -14.14% |
| July | 23,911,026 | 21,023,626 | -12.08% |
| August | 28,605,038 | 24,068,317 | -15.86% |
| September | 31,306,558 | 26,937,103 | -13.96% |
| October | 33,751,272 | 31,643,228 | -6.25% |
| November | 37,403,782 | 34,029,173 | -9.02% |
| December | 40,726,779 | | |
| January | 44,474,273 | | |
| February | 49,116,872 | | |
| March | 52,659,277 | | |
| April | 55,506,468 | | |
| May | 59,643,691 | | |
| June | 64,199,838 | | |
| July | 67,106,220 | | |
| August | 71,041,710 | | |
| September | 75,001,026 | | |
| October | 78,345,787 | | |
| November | 81,614,396 | | |
| December | 84,418,594 | | |
| | BTD Status | 40.31% | |

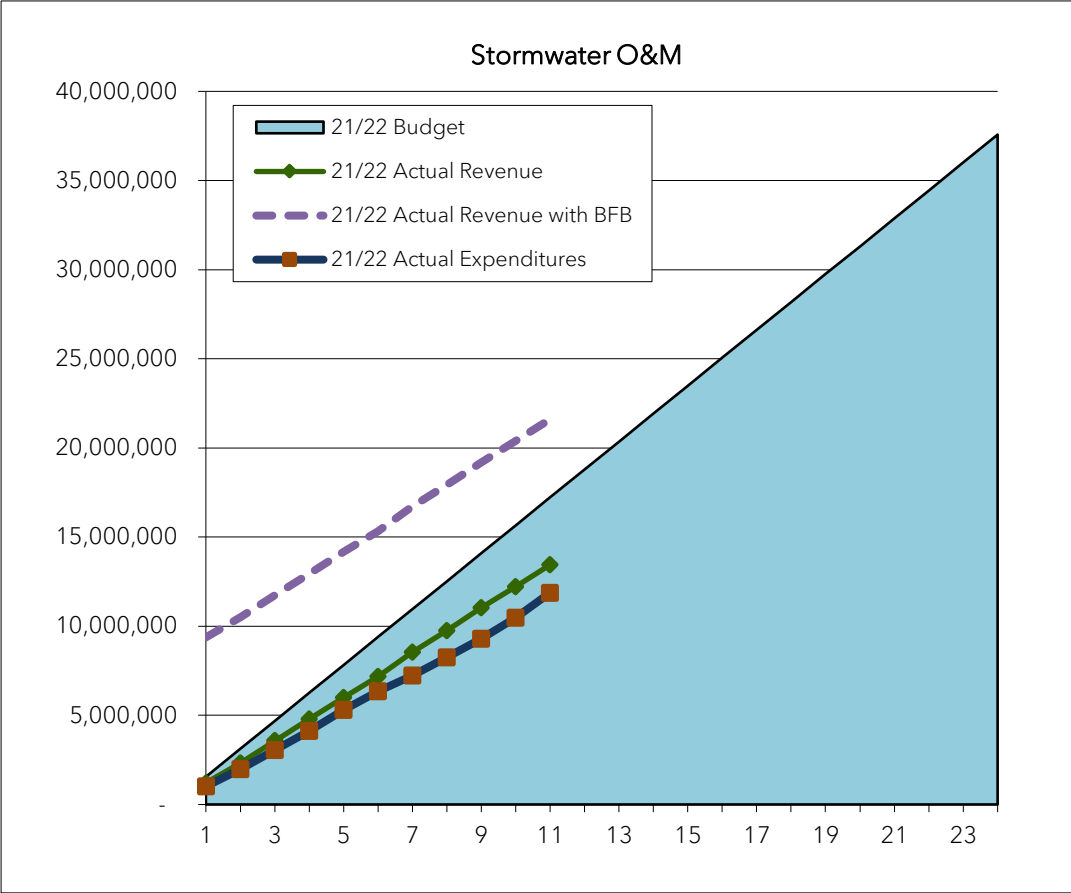


The Water/Wastewater O&M Fund accounts for the operations of the city's water and wastewater utilities. A transfer from these revenues is made to support the capital improvements necessary to maintain and develop related facilities. These improvements are accounted for in Funds 403 and 404.

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Stormwater O&M Fund (Fund 405)

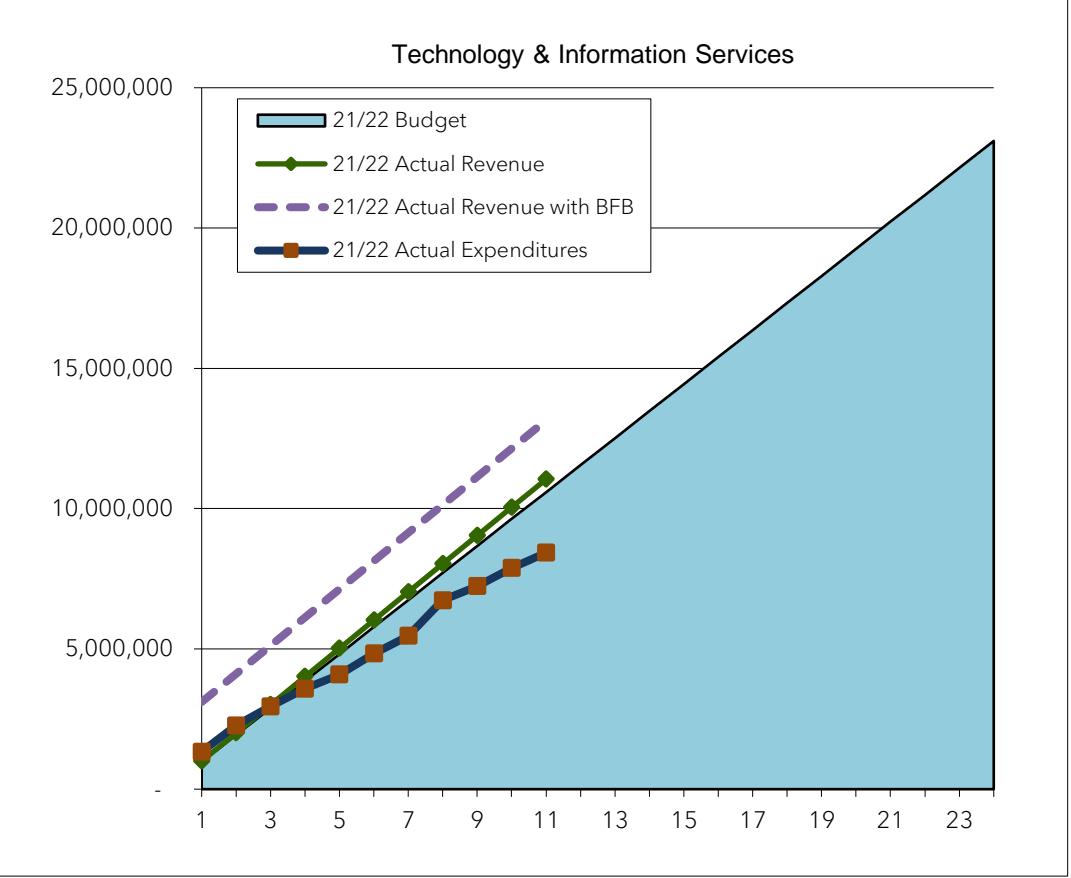
| | Biennial Budget | Actual | Over / (Under) % |
|------------|--------------------|------------|---------------------|
| January | 1,565,501 | 1,010,945 | -35.42% |
| February | 3,131,003 | 1,988,282 | -36.50% |
| March | 4,696,504 | 3,052,476 | -35.01% |
| April | 6,262,005 | 4,112,431 | -34.33% |
| May | 7,827,506 | 5,301,965 | -32.26% |
| June | 9,393,008 | 6,361,769 | -32.27% |
| July | 10,958,509 | 7,245,442 | -33.88% |
| August | 12,524,010 | 8,250,238 | -34.12% |
| September | 14,089,512 | 9,287,537 | -34.08% |
| October | 15,655,013 | 10,474,980 | -33.09% |
| November | 17,220,514 | 11,876,651 | -31.03% |
| December | 18,786,016 | | |
| January | 20,351,517 | | |
| February | 21,917,018 | | |
| March | 23,482,519 | | |
| April | 25,048,021 | | |
| May | 26,613,522 | | |
| June | 28,179,023 | | |
| July | 29,744,525 | | |
| August | 31,310,026 | | |
| September | 32,875,527 | | |
| October | 34,441,028 | | |
| November | 36,006,530 | | |
| December | 37,572,031 | | |
| BTD Status | | 31.61% | |



The Stormwater O&M Fund accounts for the operations and maintenance activities related to managing surface and stormwater. A transfer from these revenues is made to support the capital improvements necessary to maintain and develop related facilities. These improvements are accounted for in fund 406.

Technology & Information Services Fund (520)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 962,642 | 1,334,445 | 38.62% |
| February | 1,925,284 | 2,267,646 | 17.78% |
| March | 2,887,926 | 2,946,622 | 2.03% |
| April | 3,850,567 | 3,579,553 | -7.04% |
| May | 4,813,209 | 4,084,663 | -15.14% |
| June | 5,775,851 | 4,830,211 | -16.37% |
| July | 6,738,493 | 5,465,704 | -18.89% |
| August | 7,701,135 | 6,732,272 | -12.58% |
| September | 8,663,777 | 7,235,486 | -16.49% |
| October | 9,626,418 | 7,884,167 | -18.10% |
| November | 10,589,060 | 8,426,547 | -20.42% |
| December | 11,551,702 | | |
| January | 12,514,344 | | |
| February | 13,476,986 | | |
| March | 14,439,628 | | |
| April | 15,402,269 | | |
| May | 16,364,911 | | |
| June | 17,327,553 | | |
| July | 18,290,195 | | |
| August | 19,252,837 | | |
| September | 20,215,479 | | |
| October | 21,178,120 | | |
| November | 22,140,762 | | |
| December | 23,103,404 | | |
| % spent | | 36.47% | |

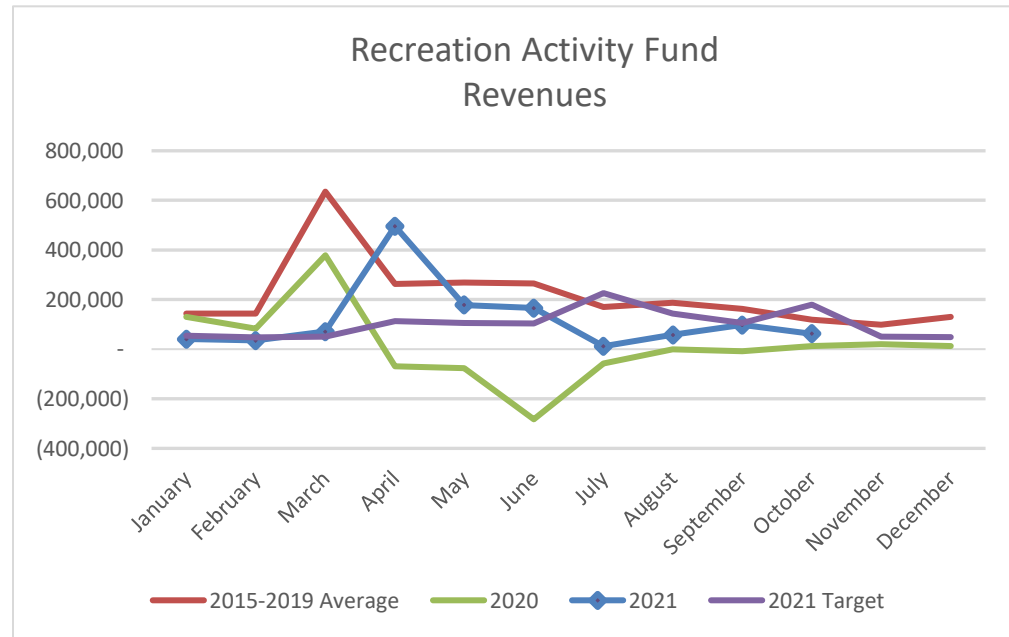


Information Technology (Fund 520) provides for applications support, service desk, GIS and Network Services.

**City of Redmond, WA
Monthly Summary
2021-2022**

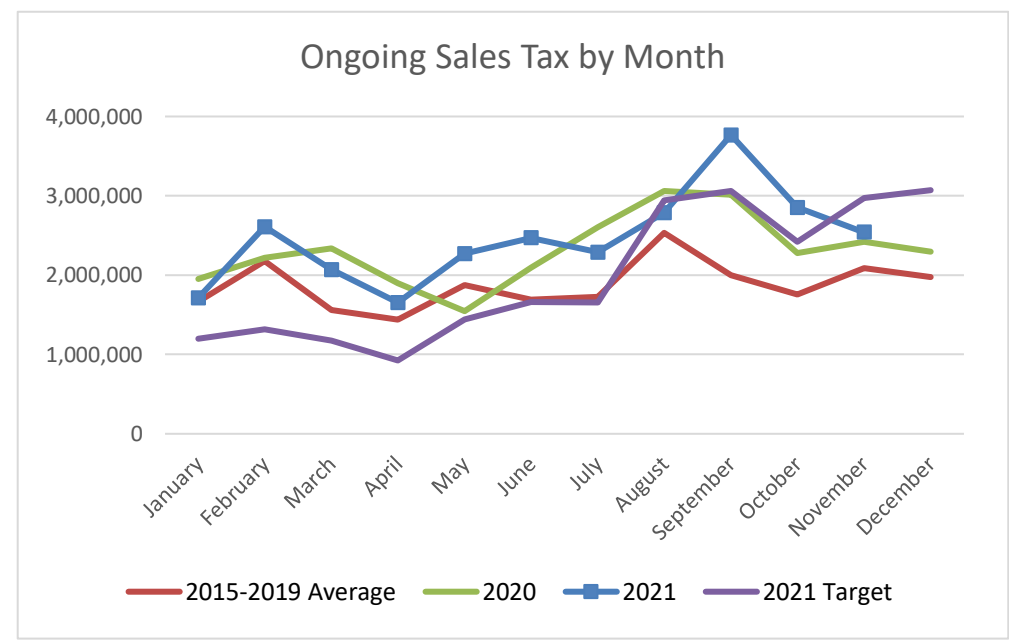
Recreation Activity Fund (Revenue)

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|----------------|------------------|------------------|---------------------|
| January | 130,247 | 53,850 | 40,201 | -25.35% |
| February | 83,174 | 47,617 | 35,229 | -26.02% |
| March | 378,764 | 51,107 | 71,150 | 39.22% |
| April | (69,069) | 112,995 | 495,668 | 338.66% |
| May | (76,835) | 106,493 | 178,284 | 67.41% |
| June | (282,805) | 104,479 | 166,120 | 59.00% |
| July | (58,152) | 226,139 | 11,972 | -94.71% |
| August | (654) | 144,367 | 57,404 | -60.24% |
| September | (8,596) | 106,473 | 97,066 | -8.84% |
| October | 12,685 | 178,791 | 61,893 | -65.38% |
| November | 19,341 | 50,030 | 31,011 | -38.02% |
| December | 11,762 | 48,116 | | |
| Total | 139,862 | 1,230,459 | 1,245,996 | |



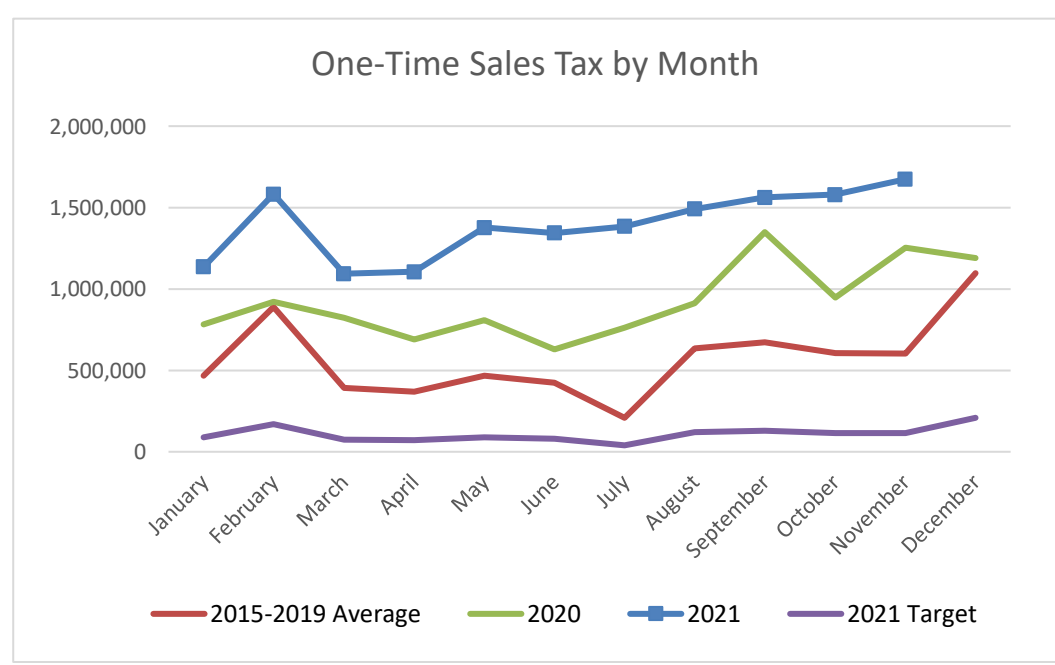
Sales Tax Ongoing

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|-------------------|-------------------|-------------------|---------------------|
| January | 1,952,341 | 1,195,559 | 1,715,696 | 43.51% |
| February | 2,221,155 | 1,319,927 | 2,608,829 | 97.65% |
| March | 2,334,677 | 1,171,825 | 2,070,853 | 76.72% |
| April | 1,898,462 | 924,258 | 1,654,194 | 78.98% |
| May | 1,546,038 | 1,443,642 | 2,269,253 | 57.19% |
| June | 2,092,981 | 1,660,031 | 2,470,403 | 48.82% |
| July | 2,603,920 | 1,652,743 | 2,291,405 | 38.64% |
| August | 3,060,908 | 2,944,276 | 2,785,672 | -5.39% |
| September | 3,016,332 | 3,063,762 | 3,767,175 | 22.96% |
| October | 2,280,419 | 2,421,339 | 2,853,135 | 17.83% |
| November | 2,417,706 | 2,974,269 | 2,541,604 | -14.55% |
| December | 2,293,861 | 3,070,789 | | |
| Total | 27,718,800 | 23,842,418 | 27,028,219 | |



Sales Tax One-time

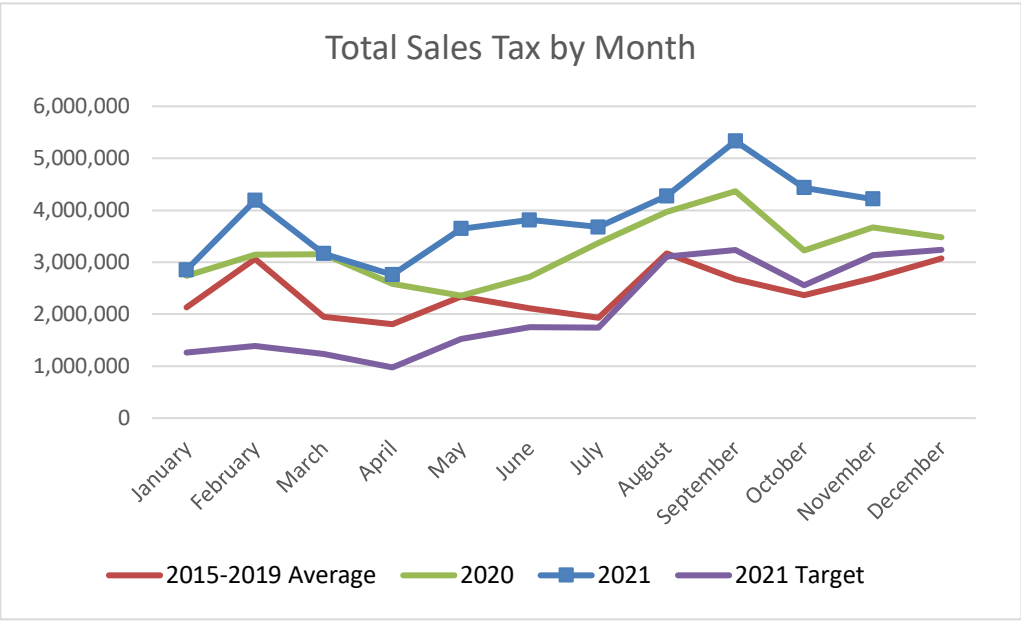
| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|-------------------|------------------|-------------------|---------------------|
| January | 781,737 | 88,954 | 1,136,228 | 1177.33% |
| February | 920,545 | 169,354 | 1,581,654 | 833.93% |
| March | 822,571 | 74,892 | 1,093,805 | 1360.52% |
| April | 688,885 | 70,059 | 1,104,699 | 1476.82% |
| May | 809,742 | 88,689 | 1,377,723 | 1453.43% |
| June | 628,998 | 80,420 | 1,344,158 | 1571.42% |
| July | 763,279 | 39,685 | 1,384,856 | 3389.66% |
| August | 911,909 | 121,030 | 1,491,027 | 1131.95% |
| September | 1,349,108 | 128,116 | 1,562,396 | 1119.52% |
| October | 946,672 | 115,427 | 1,580,389 | 1269.17% |
| November | 1,252,592 | 114,661 | 1,673,729 | 1359.72% |
| December | 1,190,306 | 208,713 | | |
| Total | 11,066,344 | 1,300,000 | 15,330,664 | |



City of Redmond, WA
Monthly Summary
2021-2022

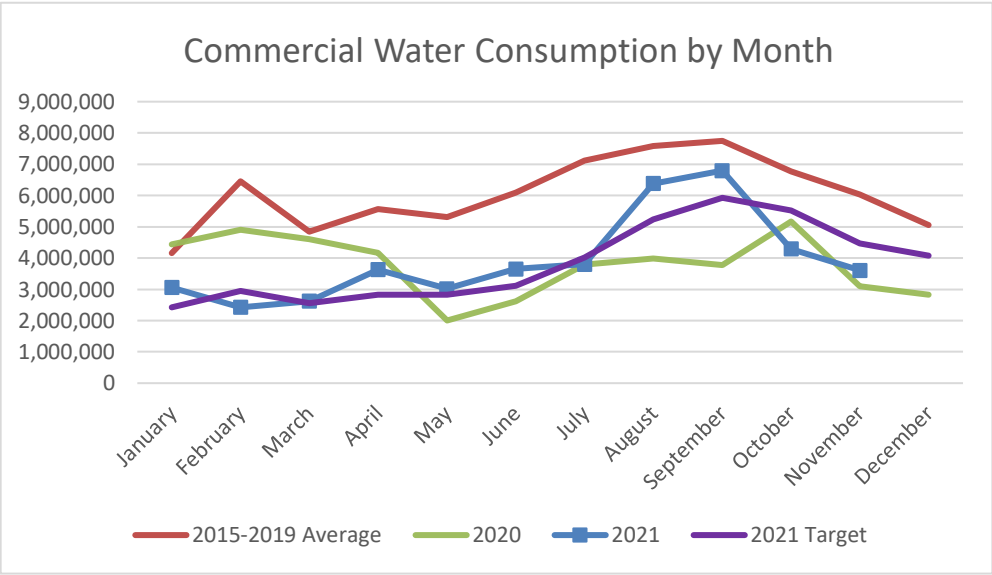
Sales Tax Total

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|-----------|----------------|----------------|----------------|---------------------|
| January | 2,734,078 | 1,260,747 | 2,851,924 | 126.21% |
| February | 3,141,700 | 1,391,895 | 4,190,482 | 201.06% |
| March | 3,157,248 | 1,235,718 | 3,164,658 | 156.10% |
| April | 2,587,347 | 974,653 | 2,758,893 | 183.06% |
| May | 2,355,780 | 1,522,356 | 3,646,976 | 139.56% |
| June | 2,721,979 | 1,750,544 | 3,814,561 | 117.91% |
| July | 3,367,199 | 1,742,858 | 3,676,261 | 110.93% |
| August | 3,972,817 | 3,104,812 | 4,276,699 | 37.74% |
| September | 4,365,440 | 3,230,812 | 5,329,571 | 64.96% |
| October | 3,227,091 | 2,553,361 | 4,433,524 | 73.63% |
| November | 3,670,298 | 3,136,440 | 4,215,333 | 34.40% |
| December | 3,484,167 | 3,238,223 | | |
| Total | 38,785,144 | 25,142,418 | 42,358,882 | |



Water Consumption Report

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|-----------|----------------|----------------|----------------|---------------------|
| January | 4,432,400 | 2,423,590 | 3,059,200 | 26.23% |
| February | 4,897,100 | 2,948,920 | 2,424,200 | -17.79% |
| March | 4,604,300 | 2,549,755 | 2,619,400 | 2.73% |
| April | 4,171,300 | 2,831,400 | 3,627,600 | 28.12% |
| May | 2,003,600 | 2,828,215 | 3,019,100 | 6.75% |
| June | 2,610,400 | 3,106,480 | 3,649,200 | 17.47% |
| July | 3,788,100 | 4,013,808 | 3,803,900 | -5.23% |
| August | 3,982,200 | 5,236,046 | 6,382,300 | 21.89% |
| September | 3,779,400 | 5,926,200 | 6,795,300 | 14.67% |
| October | 5,168,700 | 5,517,200 | 4,294,100 | -22.17% |
| November | 3,103,300 | 4,465,800 | 3,605,200 | -19.27% |
| December | 2,831,100 | 4,083,500 | | |
| Total | 45,371,900 | 45,930,915 | 43,279,500 | |



City of Redmond, WA
Monthly All Funds Recap
December-21
(Note - Biennial Budget)

| FUND | Beginning Balance | Revenues | Expenditure Budget | Expenditures | Ending Balance | % Expended |
|---------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------|
| Arts Activity | 103,518 | 153,439 | 674,679 | 191,670 | 65,287 | 28.41% |
| Business Tax | 1,549,317 | 5,753,831 | 11,804,163 | 4,403,857 | 2,899,291 | 37.31% |
| Capital Replacement Reserve | 3,422,401 | 916,667 | 5,422,401 | 1,035,041 | 3,304,027 | 19.09% |
| Community Events | 39,239 | 198,817 | 748,199 | 127,947 | 110,109 | 17.10% |
| Fire Equipment Reserve | 3,477,901 | 410,889 | 4,374,385 | 71,942 | 3,816,848 | 1.64% |
| COVID-19 Recovery | | 4,600,343 | 9,564,842 | - | 4,600,343 | |
| Public Safety Levy Fund | 2,564,476 | 6,027,645 | 14,472,336 | 7,260,010 | 1,332,111 | 50.16% |
| General Gov't Major Maint | 12,267,623 | 2,256,813 | 15,879,596 | 9,560,321 | 4,964,115 | 60.21% |
| General Fund | 40,346,924 | 111,376,015 | 237,864,500 | 111,325,906 | 40,397,033 | 46.80% |
| Human Services Grants | 2,051,810 | 1,818,049 | 5,214,032 | 1,589,761 | 2,280,098 | 30.49% |
| Operating Reserve | 8,065,121 | - | 8,145,121 | 109,421 | 7,955,700 | 1.34% |
| Parks Levy Fund | 403,627 | 333,947 | 1,173,134 | 483,269 | 254,305 | 41.19% |
| Parks Maint. & Operations | 807,588 | 1,460,154 | 3,691,089 | 1,240,510 | 1,027,233 | 33.61% |
| Parks Maintenance Prjts | 388,431 | 899,473 | 1,360,836 | 124,067 | 1,163,836 | 9.12% |
| Real Property Fund | 2,713,852 | 134,874 | 2,971,806 | 24,353 | 2,824,373 | 0.82% |
| Transportation Maint. Prjt | 4,776,320 | 7,400,237 | 13,596,553 | 4,787,939 | 7,388,619 | 35.21% |
| TOTAL GENERAL GOV'T | 82,978,149 | 143,741,193 | 336,957,673 | 142,336,013 | 84,383,328 | 42.24% |
| Advanced Life Support | 1,203,827 | 7,218,582 | 19,444,947 | 8,709,582 | (287,172) | 44.79% |
| Cable Access Fund | 63,720 | 6,320 | 64,394 | 24,748 | 45,292 | 38.43% |
| Drug Enforcement | 120,842 | 279 | 120,842 | 100,269 | 20,852 | 82.98% |
| Fire Donations | 435,311 | 82,199 | 616,513 | 4,102 | 513,409 | 0.67% |
| Fleet Maintenance | 2,251,099 | 4,124,265 | 9,615,160 | 2,243,458 | 4,131,906 | 23.33% |
| General Gov't Capital | 2,991,691 | 18,291,468 | 5,092,140 | 3,985,996 | 17,297,164 | 78.28% |
| Information Technology | 2,101,977 | 11,043,615 | 23,173,955 | 8,426,547 | 4,719,045 | 36.36% |
| Insurance | 712,683 | 1,306,456 | 3,649,042 | 1,088,122 | 931,017 | 29.82% |
| Medical Self Insurance | 4,360,220 | 14,624,924 | 34,239,789 | 14,434,658 | 4,550,486 | 42.16% |
| Development Review | 8,226,736 | 6,100,061 | 19,968,553 | 4,852,156 | 9,474,641 | 24.30% |
| Non-Voted Bonds | 24,450 | 4,385,658 | 9,581,528 | 1,125,318 | 3,284,790 | 11.74% |
| Novelty Hill Water Projects | 11,191,719 | 692,823 | 2,212,777 | 186,114 | 11,698,429 | 8.41% |
| Novelty Hill Utility | 6,629,962 | 7,219,783 | 22,173,377 | 6,642,996 | 7,206,748 | 29.96% |
| Novelty Hill Wastewater Projec | 12,923,814 | 735,569 | 7,419,567 | 153,333 | 13,506,049 | 2.07% |
| Operating Grants | 1,777,224 | 259,213 | 2,749,717 | 485,744 | 1,550,693 | 17.67% |
| Parks Capital Projects | 9,859,415 | 11,583,157 | 25,966,339 | 4,289,419 | 17,153,153 | 16.52% |
| Real Estate Excise Tax | 15,420,213 | 11,331,980 | 25,820,213 | 6,486,000 | 20,266,193 | 25.12% |
| Recreational Activity | 145,037 | 1,481,689 | 4,352,587 | 1,004,606 | 622,120 | 23.08% |
| Solid Waste Recycling | 1,131,819 | 953,010 | 3,384,432 | 1,038,192 | 1,046,636 | 30.68% |
| Stormwater Capital | 40,630,764 | 2,940,864 | 15,462,699 | 3,628,388 | 39,943,240 | 23.47% |
| Stormwater Management | 8,162,970 | 13,444,101 | 36,648,605 | 11,728,482 | 9,878,589 | 32.00% |
| Tourism Hotel/Motel | 882,394 | 586,064 | 2,421,372 | 207,215 | 1,261,243 | 8.56% |
| Transportation Capital Projects | 19,815,641 | 17,042,491 | 26,303,214 | 5,254,984 | 31,603,148 | 19.98% |
| Wastewater Construction | 9,257,598 | 1,006,357 | 15,450,508 | 7,321,704 | 2,942,251 | 47.39% |
| Water Capital | 20,959,892 | 2,884,037 | 15,302,550 | 4,874,284 | 18,969,645 | 31.85% |
| Water / Sewer Utility | 12,370,264 | 36,543,454 | 85,350,312 | 34,029,173 | 14,884,545 | 39.87% |
| Worker's Compensation | 113,189 | 1,544,807 | 4,417,772 | 1,424,657 | 233,340 | 32.25% |
| GRAND TOTAL | 276,742,618 | 321,174,420 | 757,960,576 | 276,086,261 | 321,830,777 | 36.42% |

Notes and explanations:

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| The Advanced Life Support Fund reflects negative balance because the invoice is submitted on a quarterly basis. The balance will be adjusted in the months of April, July, October and December. |
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City of Redmond, WA
Monthly Capital Funds Recap
December-21
(Note - Biennial Budget)

| FUND | Beginning Balance | Revenues | Expenditure Budget* | Expenditures | Ending Balance | % Expended |
|-----------------------------|----------------------|------------|------------------------|--------------|-------------------|---------------|
| Parks Maintenance Prjts | 388,431 | 899,473 | 1,360,836 | 124,067 | 1,163,836 | 9.12% |
| Transportation Maint. Prjt | 4,776,320 | 7,400,237 | 13,596,553 | 4,787,939 | 7,388,619 | 35.21% |
| General Gov't'l Major Maint | 12,267,623 | 2,256,813 | 15,879,596 | 9,560,321 | 4,964,115 | 60.21% |
| General Gov't Capital | 2,991,691 | 18,291,468 | 5,092,140 | 3,985,996 | 17,297,164 | 78.28% |
| Novelty Hill Water Pjts | 11,191,719 | 692,823 | 2,212,777 | 186,114 | 11,698,429 | 8.41% |
| Novelty Hill Wastewtr Pjts | 12,923,814 | 735,569 | 7,419,567 | 153,333 | 13,506,049 | 2.07% |
| Parks Capital Pjts | 9,859,415 | 11,583,157 | 25,966,339 | 4,289,419 | 17,153,153 | 16.52% |
| Stormwater Capital | 40,630,764 | 2,940,864 | 15,462,699 | 3,628,388 | 39,943,240 | 23.47% |
| Transportation Capital Pjts | 19,815,641 | 17,042,491 | 26,303,214 | 5,254,984 | 31,603,148 | 19.98% |
| Wastewater Construction | 9,257,598 | 1,006,357 | 15,450,508 | 7,321,704 | 2,942,251 | 47.39% |
| Water Capital | 20,959,892 | 2,884,037 | 15,302,550 | 4,874,284 | 18,969,645 | 31.85% |
| GRAND TOTAL | 145,062,907 | 65,733,290 | 144,046,779 | 44,166,549 | 166,629,648 | 30.66% |

Notes and explanations:
-N/A