

City of Redmond



Agenda

Business Meeting

Tuesday, July 5, 2022

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralée Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

- A. PROCLAMATION: Parks and Recreation Month - July 2022

[Proclamation](#)

II. ITEMS FROM THE AUDIENCE

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

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

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: June 21, 2022, Regular Business Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for June 21, 2022](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, June 24, 2022](#)

[Check Approval Register, July 5, 2022](#)

3. [AM No. 22-096](#) Approval of the 2021-22 Comprehensive Plan Amendment Docket Ordinances

a. Ordinance No. 3084: An Ordinance of the City of Redmond, Washington Amending the Shoreline Master Program Element of the Redmond Comprehensive Plan

to Implement Updates to the Shoreline Environments Map and Associated Text Under A. Shoreline Environment Designations, Introduction; and Amending the Land Use Element of the Redmond Comprehensive Plan to Implement Updates to Map LU-1, Comprehensive Land Use Map, to Reflect the Proposed Evans Creek Relocation Alignment and Current Land Uses; Providing for Severability and Establishing an Effective Date

b. Ordinance No. 3085: An Ordinance of the City of Redmond, Washington Amending Article I of the Redmond Zoning Code to Implement Updates to RZC 21.04.020, Zoning Map; Providing for Severability and Establishing an Effective Date

c. Ordinance No. 3086: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Urban Centers Element Concerning the Town Center Zone (LAND-2021-00266), Providing for Severability, and Establishing an Effective Date

d. Ordinance No. 3087: An Ordinance of the City of Redmond, Washington, Concluding the 2021-2022 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW, the Growth Management Act, and Chapter 43.21C RCW, State Environmental Policy Act, Providing for Severability and Establishing an Effective Date

Department: Planning and Community Development

[Attachment A: Evans Creek Relocation - Comp Plan Ordinance](#)

[Attachment B: Ordinance: Evans Creek Relocation Zoning Code Amendment](#)

[Attachment C: Ordinance: Urban Centers Element Comprehensive Plan Amendment](#)

[Exhibit 1: Urban Centers Element Amendments](#)

[Attachment D: 2021-22 Docket - Omnibus Ordinance](#)

[Attachment E: Analysis of Cumulative Effects of 2021-22 Docket](#)

Legislative History

3/1/22	Committee of the Whole - Planning and Public Works	referred to the City Council
4/5/22	City Council	referred to the City Council Study Session
4/12/22	City Council	referred to the City Council Study Session
5/24/22	City Council	referred to the City Council

4. [**AM No. 22-097**](#) Approval of an Interlocal Agreement for the Welcoming Cities Collaborative
Department: Executive

[Attachment A: Interlocal Agreement](#)

[Attachment B: Scope of Work](#)

Legislative History

6/21/22	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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5. [**AM No. 22-098**](#) Approval of an Artistic Agreement with Joe Thurston for the Redmond Senior & Community Center..
Department: Parks and Recreation

[Attachment A: Artistic Agreement](#)

[Attachment B: Artist Proposal](#)

Legislative History

6/28/22	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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6. [**AM No. 22-099**](#) Approval of Redmond Senior and Community Center Consultant Supplement 1 with DBecker Consulting, LLC for Construction Administration Services

Department: Parks and Recreation

[Attachment A: Community and Stakeholder Outreach and Involvement](#)

[Attachment B: Council Review Previous Contacts](#)

[Attachment C: Consultant Supplement 1 DBecker](#)

Legislative History

6/28/22	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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7. [**AM No. 22-100**](#) Approval of Redmond Senior and Community Center Consultant Supplement 2 with Opsis Architecture for Construction Administration Services

Department: Parks and Recreation

[Attachment A: Community and Stakeholder Outreach and Involvement](#)

[Attachment B: Council Review Previous Contacts](#)

[Attachment C: Consultant Supplement 2 Opsis](#)

Legislative History

6/28/22	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

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

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

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

1. [AM No. 22-101](#) Public Hearing on Proposed 2023-2028 Capital Investment Program
Department: Finance
Requested Action: Informational

B. Reports

1. Staff Reports

- a. [AM No. 22-102](#) Model Tenant Protections Ordinance

Department: Planning and Community Development
Requested Action: Consent, July 19th

[Attachment A: ARCH Letter and Executive Board Resolution](#)

[Attachment B: Draft Ordinance](#)

Legislative History

6/21/22	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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2. Ombudsperson Report

Anderson

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

- A. Labor Negotiations [RCW 42.30.140(4)(b)] - 20 minutes

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/5/2022
Meeting of: City Council
Day

File No. SPC 22-071
Type: Special Orders of the

PROCLAMATION: Parks and Recreation Month - July 2022



Redmond
WASHINGTON

Connected Community
Enhanced Livability
Environmental Sustainability

PROCLAMATION

- WHEREAS, The U.S. House of Representatives and the National Parks and Recreation Association has designated July as Parks and Recreation Month; and
- WHEREAS, the City of Redmond's parks, trails and recreation spaces are vitally important to ensuring the ecological, economic, and social well-being of our community and region, enhancing the quality of life of all residents, and providing a place for all ages and abilities to connect with nature and safely recreate outdoors; and
- WHEREAS, our continued partnership with Green Redmond helps ensure the ongoing well-being of our natural environment; and
- WHEREAS, the City of Redmond Parks and Recreation Department provides recreational opportunities, and this summer, day camps to meet the social, emotional, and recreational needs of its children as we emerge from the COVID-19 pandemic; and
- WHEREAS, the Summers in Redmond initiative creates and enhances safe opportunities for physical and social gathering and the continued growth and vitalization of the Downtown corridor; and
- WHEREAS, our parks, trails, outdoor spaces, cultural arts, events, and continuing design of community center space, including the Redmond Senior and Community Center, will provide for the creation of meaningful experiences and meet the community need for active recreation and gathering spaces that celebrate and welcome everyone in Redmond; and
- WHEREAS, we celebrate those who embody the spirit of parks and recreation and demonstrate a commitment to the vital growth of our community. We recognize Gary Schauer, Jamie Judah-Bram, Jesse Judah-Bram, and Gary Smith for their outstanding contributions.

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim the month of July 2022, as

PARKS AND RECREATION MONTH,

and I encourage residents to participate in their favorite recreational activity and to enjoy our beautiful parks and trails this summer.





Angela Birney, Mayor

Date: July 1, 2022

City Hall

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. SPC 22-072
Type: Minutes

Approval of the Minutes: June 21, 2022, Regular Business Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Khan, Kritzer and Stuart.

MOTION: Councilmember Kritzer moved to excuse Councilmember Forsythe from attendance at the meeting. The motion was seconded by Councilmember Anderson.

VOTE: The motion passed without objection. (6 - 0)

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time.

The following persons spoke:

- Alexis Harden - responding to moments of mental and emotional crisis;
- Tracy Robillard and Brian Robillard - firefighters not being thanked for their service and discrimination against firefighters;
- David Morton - rapid climate change is changing the earth, effects on the population and positive trends;
- Rosemarie Ives - issues with the approval of the Sammamish Juanita transmission line;
- Kraig Peck -support for ARCH resolution to provide stability for renters;
- Steve Yoon, Wendy Iseman and Brett Lindeke - in opposition to the ARCH resolution and unintended consequences;

The following person submitted written only comment:

- Matt Elley, Kyle Kendig and Cory Brewer - the effectiveness of the proposed rent control provisions from ARCH and the possible negative consequences;
- Ariel Gliboff and Susan Cozzens - advocating for community policing for domestic violence, mental health crisis, and non-violent 911 calls;
- Scott Glazebrook - Redmond Zoning Code revisions to the Incentive Program proposal and the lack of details;

CONSENT AGENDA

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

1. Approval of the Minutes: June 7, 2022, Regular Meeting and June 14, 2022, Special Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187247 through #187275
#131413 through #132148
#1453 through #1457

\$4,210,700.09

CLAIMS CHECKS:

#439742 through #440022

\$5,044,721.70

3. AM No. 22-089¹: Approval of Phase 1 of Amendments to the Redmond Zoning Code as a Periodic Rewrite of Redmond's Development Regulations - Redmond Planning Commission Recommendation
 - a. Ordinance No. 3083: An Ordinance of the City of Redmond, Washington, Amending the Redmond Zoning Code (RZC) as a Periodic Rewriting of Development Regulations, Herein Referred to as the RZC Rewrite Phase 1, to Provide Timely, Foundational Improvements to the RZC and for Concurrence with State and Federal Legislative Updates and Updates Standards and Specifications, Providing for Severability and Establishing an Effective Date
4. AM No. 22-090²: Redmond Senior and Community Center Award of General Contractor/Construction Manager (GC/CM) Construction Contract Maximum Allowable Construction Cost (MACC) #1

¹ Councilmembers Fields and Kritzer spoke to this item.

² Councilmember Anderson spoke to this item.

5. AM No. 22-091³: Approval of a Consultant Agreement with Perteet Inc., in the Amount of \$351,097, for Pavement Management Avondale Road
6. AM No. 22-092: Approve General Services Agreement with Technical Systems Inc. (TSI) in the Amount of \$3,581,143 for the Telemetry System Upgrade, Phases 2 and 3 Project and increase the total funding for this Project from \$2,445,000 to \$5,205,057 from the Water CIP
7. AM No. 22-093: Approval of Award of Bid for IFB 10755 22 to Technical Waterproofing, Inc. of Seattle, Washington in the Amount of \$360,104 for the Redmond City Hall Exterior Sealant Project
8. AM No. 22-094: Confirmation of Appointment of New Library Board of Trustees Member
9. AM No. 22-095: Appointment of New Lodging Tax Advisory Committee Member

VOTE: The motion to approve the Consent Agenda passed without objection. (6 - 0)

The new Lodging Tax Advisory Committee member was sworn in at this time.

ITEMS REMOVED FROM THE CONSENT AGENDA

5. AM No. 22-091: Approval of a Consultant Agreement with Perteet Inc., in the Amount of \$351,097, for Pavement Management Avondale Road

MOTION: Councilmember Carson moved to approve AM No. 22-091. The motion was seconded by Councilmember Stuart.

RECUSAL: Councilmember Anderson was recused from voting due to a conflict of interest.

VOTE: The motion passed without objection (5 - 0).

HEARINGS AND REPORTS

³ This item was removed from the Consent Agenda and addressed separately.

OMBUDSPERSON REPORT

Councilmember Stuart reported receiving resident contacts regarding: community safety; levy scope; praise for Parks team; vaccinations for first responders; refugee resettlement; pedestrian crossing signals; event space; sewer line information; vibrant urban center vision; ARCH proposal; and concerns about the transmission line.

Councilmember Carson reported receiving resident contact regarding an ice hockey team.

Councilmember Kritzer reported receiving resident contacts regarding: tenant protections, public safety levy, and Sophia Way.

Councilmember Anderson reported receiving resident contacts regarding: fire alarm hearing damage, exposure control for COVID, and healthcare coverage for firefighters.

COMMITTEE REPORTS

Councilmember Kritzer provided the following committee reports:

- King Conservation District; and
- Regional Transit Committee.

Councilmember Stuart provided the following committee report:

- Eastside Transportation Partnership.

Councilmember Fields provided the following committee report:

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

Councilmember Anderson provided the following committee reports:

- Committee of the Whole - Public Safety and Human Services; and
- National suicide lifeline.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 8:19 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: July 5, 2022



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. SPC 22-073
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 6/1 - 6/15/2022
Check Date: 6/24/2022

Check Total:	\$ 71,098.89
Direct Deposit Total:	\$ 2,422,330.01
Wires & Electronic Funds Transfers:	\$ 1,570,829.06
Grand Total:	<u>\$ 4,064,257.96</u>

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

All Checks numbered **187276** through **187319** ,
Direct deposits numbered **132149** through **132887** , and
Electronic Fund transfers **1458** through **1462**
are approved for payment in the amount of **\$4,064,257.96**
on this **5 day of July 2022**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 6/1 - 6/15/2022
Check Date: 6/24/2022

Total Checks and Direct deposit:	\$ 3,607,689.00
Wire Wilmington Trust RICS (MEBT):	\$ 456,568.96
Grand Total:	<u>\$ 4,064,257.96</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

I, the Finance Director, do hereby certify to the City Council, that the checks for the month of June 2022 are true and correct to the best of my knowledge.

DocuSigned by:

5528A221CC9646C...

Chip Corder, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 440023 through 440241, and Wire Transfers are approved for payment in the amount of \$3,799,229.34 This 5th day of July 2022.



Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-096
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Planning Manager
Planning and Community Development	Cathy Beam	Principal Planner
Planning and Community Development	Glenn B. Coil	Senior Planner

TITLE:

Approval of the 2021-22 Comprehensive Plan Amendment Docket Ordinances

- a. Ordinance No. 3084: An Ordinance of the City of Redmond, Washington Amending the Shoreline Master Program Element of the Redmond Comprehensive Plan to Implement Updates to the Shoreline Environments Map and Associated Text Under A. Shoreline Environment Designations, Introduction; and Amending the Land Use Element of the Redmond Comprehensive Plan to Implement Updates to Map LU-1, Comprehensive Land Use Map, to Reflect the Proposed Evans Creek Relocation Alignment and Current Land Uses; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3085: An Ordinance of the City of Redmond, Washington Amending Article I of the Redmond Zoning Code to Implement Updates to RZC 21.04.020, Zoning Map; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3086: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Urban Centers Element Concerning the Town Center Zone (LAND-2021-00266), Providing for Severability, and Establishing an Effective Date
- d. Ordinance No. 3087: An Ordinance of the City of Redmond, Washington, Concluding the 2021-2022 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW, the Growth Management Act, and Chapter 43.21C RCW, State Environmental Policy Act, Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

The purpose of the July 5, 2022, business meeting is to:

1. Seek final approval by ordinance for 2021-22 Comprehensive Plan Amendment Docket items -
 - a. Evan Creek Relocation - Land use map and zoning map amendments, Shoreline Master Program text amendments
 - b. Urban Centers Element -Town Center Zone
2. Close 2021-22 Comprehensive Plan Docket by ordinance

The complete record was part of the Council's April 5 meeting packet. It can be accessed at this [link](https://redmond.legistar.com/View.ashx?M=PA&ID=935808&GUID=AB704DE0-0B8B-4ED6-AF13-B0DDB929F539) [<https://redmond.legistar.com/View.ashx?M=PA&ID=935808&GUID=AB704DE0-0B8B-4ED6-AF13-B0DDB929F539>](https://redmond.legistar.com/View.ashx?M=PA&ID=935808&GUID=AB704DE0-0B8B-4ED6-AF13-B0DDB929F539) starting on Page 228.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan policies PI-14 and PI-16 address the process for considering Comprehensive Plan amendments.
- **Required:**
Per RCW 36.70A.130, Redmond may update its Comprehensive Plan no more than once per year. The process to amend the Comprehensive Plan is found in RZC 21.76.070.J. A docketed proposal will be evaluated using the criteria set forth in RZC 21.76.070.J.9, with final action by ordinance taken by the Redmond City Council.
- **Council Request:**
Council directed staff to place these ordinances on the Consent agenda during their study session on May 24, 2022.
- **Other Key Facts:**
n/a

OUTCOMES:

The outcome of the Evans Creek Relocation Comprehensive Plan amendment is alignment between the physical reality of the stream relocation and the associated land use, zoning, and shoreline designation boundaries.

The outcome of the Town Center Comprehensive Plan amendment is eliminating references to the 1995 Town Center Master Plan, adding specificity to the building height incentive policy to align with City priorities, and removing restrictive language regarding retail and commercial requirements. Related zoning code amendments necessary to implement these policies have been remanded to the Planning Commission for review and recommendation that will be reviewed by Council and acted upon at a future date.

Adoption of Docket ordinances will close the 2021-22 Comprehensive Plan Docket. Due to the Redmond 2050

Comprehensive Plan update, docket amendments will not be accepted until 2025.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Q1 2021: call for docket items
Q2 2021: docket public hearing
Q1 2022: Planning Commission public hearing for each docket item
- **Outreach Methods and Results:**
Public hearing notice posted on site, published, and mailed according to RZC requirements.
Notice also provided via electronic newsletters and on webpage devoted to 2021-22 Docket.
- **Feedback Summary:**
Evans Creek: received two comments in support of the amendments.
Town Center: received two comments during public hearing from property owners in Town Center in support of the amendment.

BUDGET IMPACT:

Total Cost:

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-2022 biennial budget. The staff time required to administer the annual docket is included in this offer.

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

Budget Offer Number:

000250

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
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7/13/2021	Committee of the Whole - Planning and Public Works	Receive Information
7/20/2021	Business Meeting	Receive Information
8/17/2021	Business Meeting	Approve (Docket)
3/1/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/5/2022	Business Meeting	Receive Information
4/12/2022	Study Session	Receive Information
5/24/2022	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Per the schedule set forth in RZC 21.76.070.J.5.a., Council is required to evaluate and take action on each docketed item no later than August 31, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, anticipated consequences include:

- Evans Creek: misalignment between land use, zoning, and shoreline designation boundaries and relocated creek.
- Town Center: continued references to a master plan that has been effectively repealed and continued potential for confusion and inconsistencies between Town Center policies and development regulations.

ATTACHMENTS:

- A. Evans Creek Relocation - Comp Plan Ordinance
- B. Evans Creek Relocation - RZC Ordinance
- C. Urban Centers Element - TWNC Ordinance
- D. Exhibit 1 - Urban Centers Element - redlines
- E. 2021-22 Docket - Omnibus Ordinance
- F. Analysis of Cumulative Effects of 21-22 Docket

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON AMENDING THE SHORELINE MASTER
PROGRAM ELEMENT OF THE REDMOND COMPREHENSIVE
PLAN TO IMPLEMENT UPDATES TO THE SHORELINE
ENVIRONMENTS MAP AND ASSOCIATED TEXT UNDER A.
SHORELINE ENVIRONMENT DESIGNATIONS,
INTRODUCTION; AND AMENDING THE LAND USE
ELEMENT OF THE REDMOND COMPREHENSIVE PLAN TO
IMPLEMENT UPDATES TO MAP LU-1, COMPREHENSIVE
LAND USE MAP, TO REFLECT THE PROPOSED EVANS
CREEK RELOCATION ALIGNMENT AND CURRENT LAND
USES; PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City is relocating Evans Creek, a Shoreline of
the State, as an environmental Capital Improvement Project; and

WHEREAS, Evans Creek serves as both the Comprehensive Plan
Land Use Map and Zoning Code Zoning Map boundary between differing
designations, which results in split zoning on multiple parcels;
and

WHEREAS, relocating the creek precipitates the opportunity to
eliminate split land use designations; and

WHEREAS, the relocation of the creek necessitates amending
the City's Shoreline Master Program to accurately reflect the
shoreline jurisdiction and shoreline environments of the relocated
creek; and

WHEREAS, public outreach with the affected property owners has occurred over the past several years; and

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

WHEREAS, on August 17, 2021 through Ordinance No. 3057, the City Council set the content of Redmond's 2021-22 Annual Comprehensive Plan Amendment Docket, also referred to as the 2021-22 Annual Docket, which included the Evans Creek Relocation Comprehensive Plan and Zoning Code Amendments; and

WHEREAS, the City issued a Determination of Non-Significance (DNS) for this State Environmental Policy Act (SEPA) non-project action on December 17, 2021 and no comments or appeals were received; and

WHEREAS, the Technical Committee reviewed the proposal on December 15, 2021 and recommended approval to the Planning Commission;

WHEREAS, the Planning Commission evaluated the applicant's proposal and the Technical Committee Recommendation with consideration to the approval criteria described in Redmond Zoning Code (RZC) section 21.76.070.J.9; and

WHEREAS, the Planning Commission reviewed the Technical Committee's recommendation at their January 12, 2022, January 26, 2022, February 9, 2022, and February 23, 2022 meetings, and

conducted a public hearing during its February 9, 2022 meeting;
and

WHEREAS, on February 23, 2022, the Planning Commission recommended approval of the amendments to the Redmond Zoning Code and Redmond Comprehensive Plan, with minor changes to the recommendation of the Technical Committee reflecting Department of Ecology input, and transmitted the Planning Commission Report and Recommendation to the City Council; and

WHEREAS, the City Council has reviewed the Planning Commission Report and Recommendation and the criteria set forth in RZC 21.76.070 and desires to adopt the Evans Creek Relocation Comprehensive Plan and Zoning Code Amendments.

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 and hearings, the City Council hereby adopts the findings, conclusions, and recommendations contained in the Planning Commission Report approved on February 23, 2022.

Use Element. The Comprehensive Land Use Plan Map, Map LU-1, is amended as indicated in the Map 1 and Map 2 below. Map 1 shows existing Land Use Designations. Map 2 shows Land Use Designations adopted by this ordinance.

25



Section 3. Amendments to Redmond Comprehensive Plan, Shoreline Master Program Element. The provisions of the Shoreline Master Program Element, Shoreline Environment Map and associated text under A. Shoreline Environment Designations, Introduction, are amended to read as follows:

COMPREHENSIVE PLAN (SMP)

A. SHORELINE ENVIRONMENT DESIGNATIONS

Introduction

There are five shoreline environments. These designations are applied to homogenous areas and include policies to guide

development of shoreline areas. These shoreline environments, as shown on the Shoreline Environments Map, incorporated as part of this paragraph, will be applied to the following areas:

- Sammamish River North of the Puget Sound Energy Right-of-Way: Designate the 200 feet of shoreline jurisdiction immediately along the river and associated wetlands Urban Conservancy on both sides of the river.
- Sammamish River South of the Puget Sound Energy Right-of-Way to Lake Sammamish: Designate the King County Sammamish River Park as Urban Conservancy and designate the balance of the adjacent property within the 200-foot shoreline jurisdiction as High-Intensity/Multi-Use. This designation shall be coincidental with the King County park property, which is approximately 100 feet in width, as of January 1, 2008. The area south of Marymoor Park (west side of river) is designated as Urban Conservancy.
- Lake Sammamish: Designate the shoreline as Shoreline Residential and the water surface as Aquatic. Associated wetlands at the north end of the lake should be designated Urban Conservancy.
- Bear ~~and Evans~~ Creeks:
 - West of Avondale Road: Designate a 150-foot-wide Urban Conservancy strip with the balance (outer 50 feet) of the shoreline designated as High-Intensity/Multi-Use.

This should be modified to reflect the SR 520 right-of-way south of Bear Creek.

- o East of Avondale Road: Designate a 150-foot strip Natural along both sides of the creeks, with the balance of the wetland and 100-year floodplain outside of this 150-foot corridor on the north side of the creeks as Urban Conservancy environment.
- o The area designated for residential density transfers near Avondale Green (near Avondale Road) ~~should be~~ is designated Shoreline Residential.
- o South of Bear Creek the remainder (outer 50 feet) of the shoreline jurisdiction outside of the 150-foot Natural designation ~~should be~~ is designated High-Intensity/Multi-Use.
- ~~o Evans Creek south of Union Hill Road should be entirely Natural. Provided, however, that for the heavily developed Reach 2 of Evans Creek, extending east from 188th Avenue NE, then south to NE Union Hill Road, designate a 25-foot-wide strip as Natural along both sides of the creek, and designate the remainder 175-foot-wide strip as High Intensity/Multi-Use. When the Shoreline jurisdiction extends beyond 200 feet, on the north (or east) side of the creek, the shoreline jurisdiction shall be designated as High~~

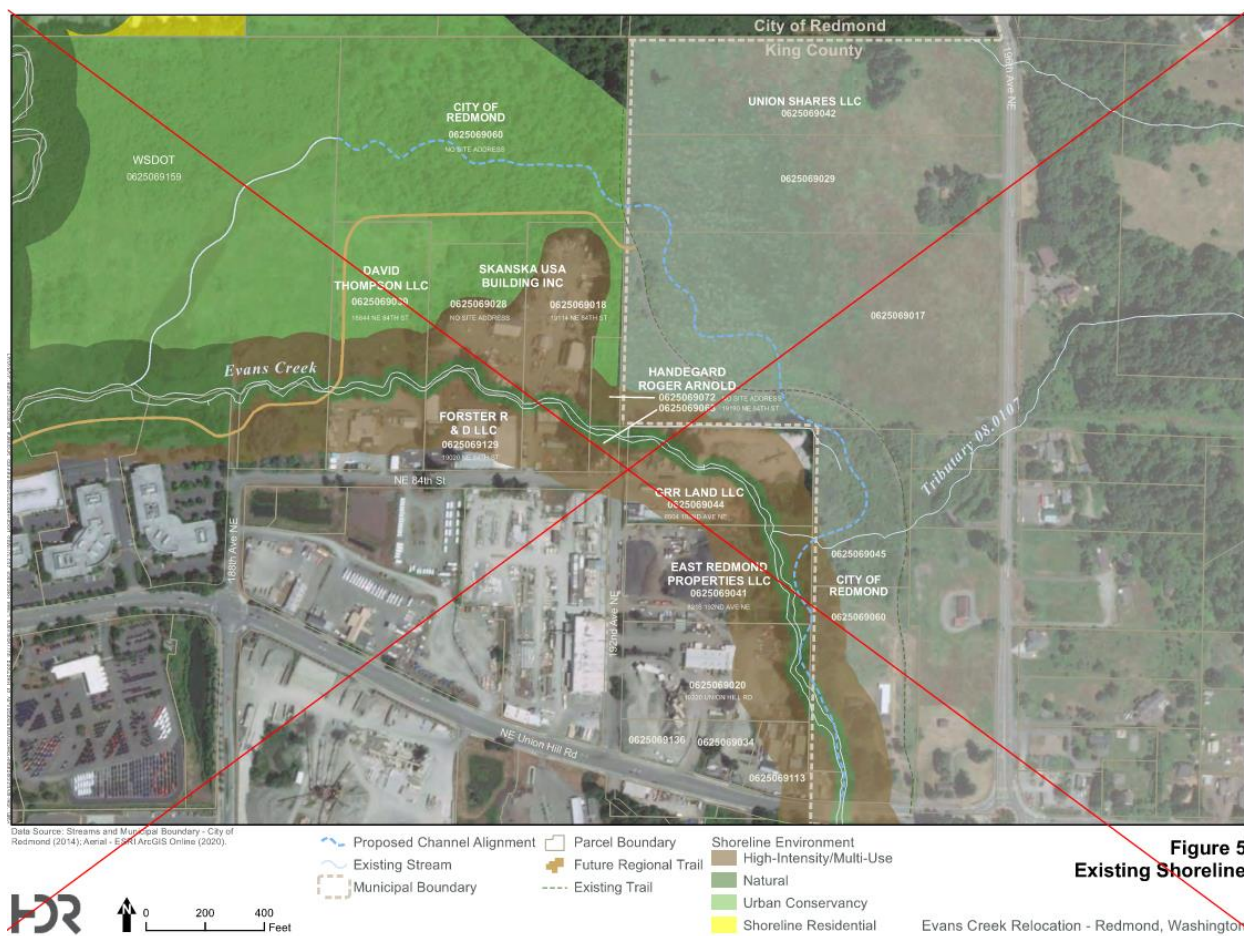
~~Intensity/Multi-Use where, as of January 1, 2008, the land is disturbed by clearing or grading (not associated with agricultural but associated with the business operations at the site), industrial uses, commercial uses, structures, or pavement and Natural for all distance beyond the line of development.~~

- Evans Creek (North of Union Hill Road):
 - North Side of Creek: Designate 150 feet adjacent to the ordinary high water mark as Natural with the balance of the wetland and 100-year floodplain outside of this 150-foot corridor as Urban Conservancy.
 - South Side of Creek: Designate 150 feet adjacent to the ordinary high water mark as Natural with the balance of the wetland outside this 150-foot corridor as Urban Conservancy. However, any land in the shoreline jurisdiction (a minimum of 200 feet from the ordinary high water mark) that is disturbed by clearing or grading associated with the business operations of the site, industrial uses, commercial uses, or pavement as of January 1, 2008 is designated as High Intensity/Multi Use.
 - West Side of Creek: Immediately north of Union Hill Road, designate a 25-foot wide corridor of land on either

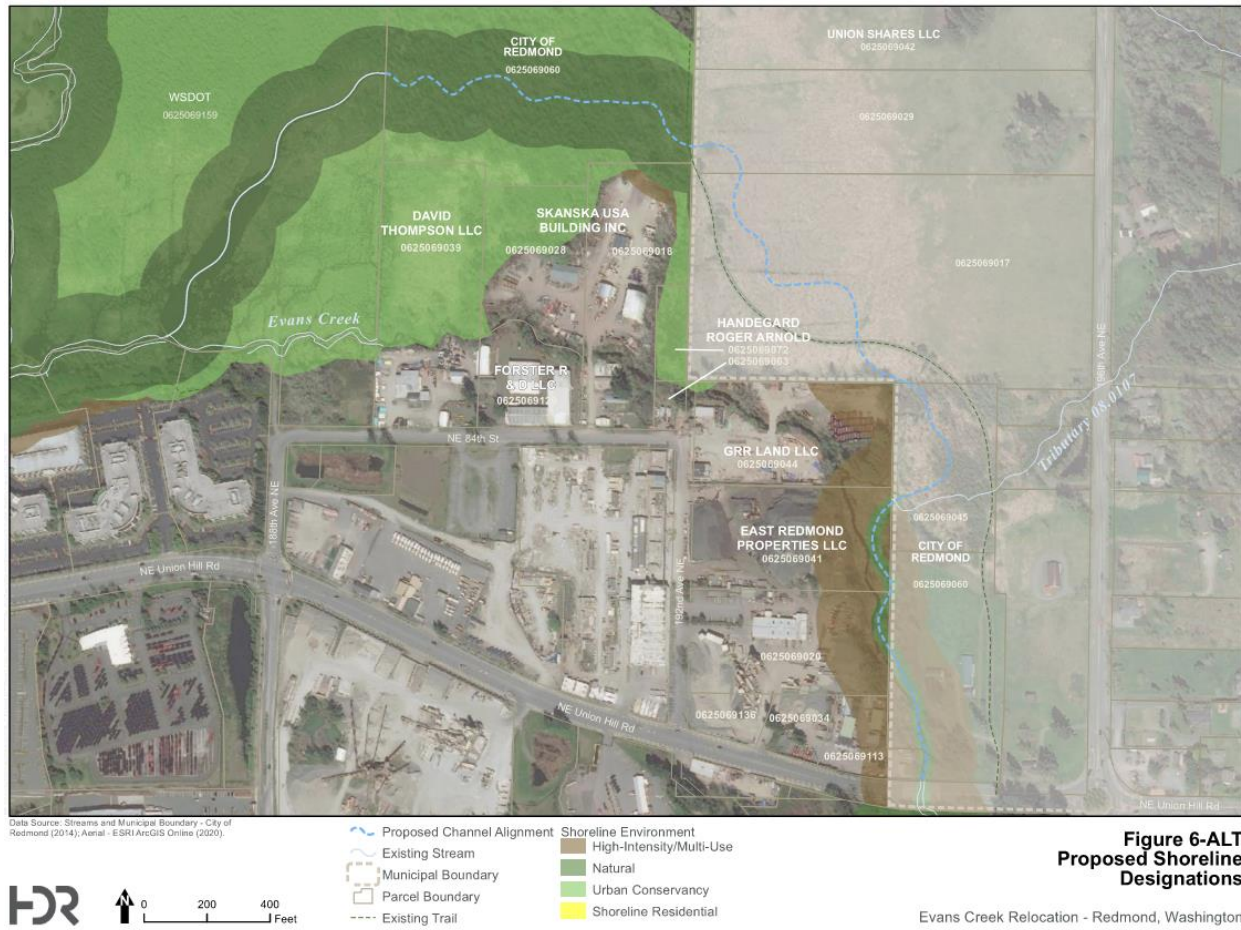
side of the creek as Natural with the remainder 175-foot wide corridor as High Intensity/Multi Use.

- Evans Creek (South of Union Hill Road): Natural

Shoreline Environments Map: Existing Shoreline Environments near Evans Creek



Shoreline Environments Map: Shoreline Environments near Evans Creek Adopted by this Ordinance



Section 4. Preparation of Final Documents. The Administration is directed to complete preparation of Redmond Comprehensive Plan documents, including updates to chapter numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and including of appropriate graphic and illustrations.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect one day after the Evans Creek Relocation project has been constructed and water has been diverted into the new creek channel.

ADOPTED by the Redmond City Council this 5th day of July 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL D. XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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

CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON AMENDING ARTICLE I OF THE REDMOND
ZONING CODE TO IMPLEMENT UPDATES TO RZC
21.04.020, ZONING MAP; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, the City is relocating Evans Creek, a Shoreline of the State, as an environmental Capital Improvement Project; and

WHEREAS, Evans Creek serves as both the Comprehensive Plan Land Use Map and Zoning Code Zoning Map boundary between differing designations, which results in split zoning on multiple parcels; and

WHEREAS, relocating the creek precipitates the opportunity to eliminate split designations and zoning; and

WHEREAS, the relocation of the creek necessitates amending the City's Shoreline Master Program to accurately reflect the shoreline jurisdiction and shoreline environments of the relocated creek; and

WHEREAS, public outreach with the affected property owners has occurred over the past several years; and

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

WHEREAS, on August 17, 2021 through Ordinance No. 3057, the City Council set the content of Redmond's 2021-22 Annual Comprehensive Plan Amendment Docket, also referred to as the 2021-22 Annual Docket, which included the Evans Creek Relocation Comprehensive Plan and Zoning Code Amendments; and

WHEREAS, the City issued a Determination of Non-Significance (DNS) for this State Environmental Policy Act (SEPA) non-project action on December 17, 2021 and no comments or appeals were received; and

WHEREAS, the Technical Committee reviewed the proposal on December 15, 2021 and recommended approval to the Planning Commission; and

WHEREAS, the Planning Commission evaluated the applicant's proposal and the Technical Committee Recommendation with consideration to the approval criteria described in Redmond Zoning Code (RZC) section 21.76.070.J.9; and

WHEREAS, the Planning Commission reviewed the Technical Committee's recommendation at their January 12, 2022, January 26, 2022, February 9, 2022, and February 23, 2022 meetings, and conducted a public hearing during its February 9, 2022 meeting; and

WHEREAS, on February 23, 2022, the Planning Commission recommended approval of the amendments to the Redmond Zoning Code and Redmond Comprehensive Plan, with minor changes to the

recommendation of the Technical Committee reflecting Department of Ecology input, and transmitted the Planning Commission Report and Recommendation to the City Council; and

WHEREAS, the City Council has reviewed the Planning Commission Report and Recommendation and the criteria set forth in RZC 21.76.070 and desires to adopt the Evans Creek Relocation Comprehensive Plan and Zoning Code Amendments.

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 and hearings, the City Council hereby adopts the findings, conclusions, and recommendations contained in the Planning Commission Report approved on February 23, 2022.

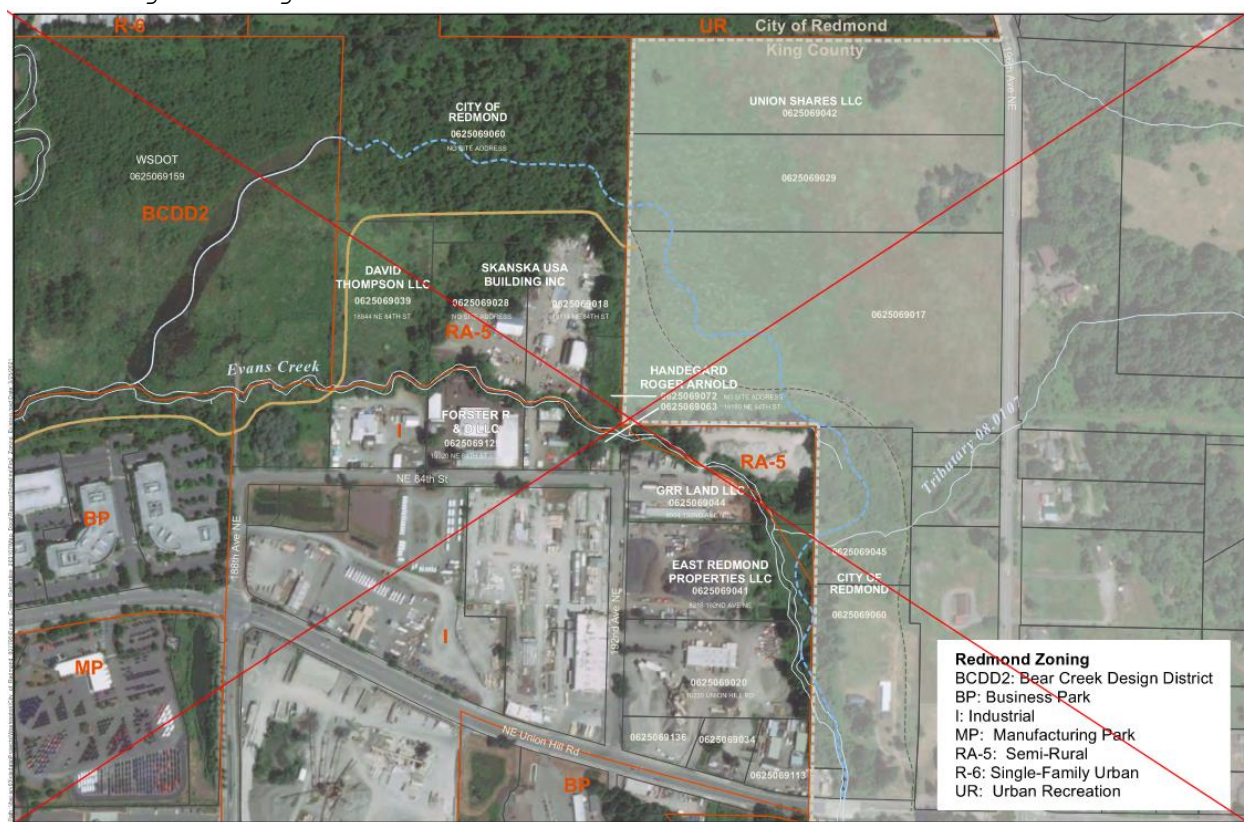
Section 2. Amendments to Redmond Zoning Code (RZC) 21.04.020, Zoning Map. The provisions of RZC 21.04.020, Zoning Map, are amended as follows:

RZC 21.04.020 Zoning Map

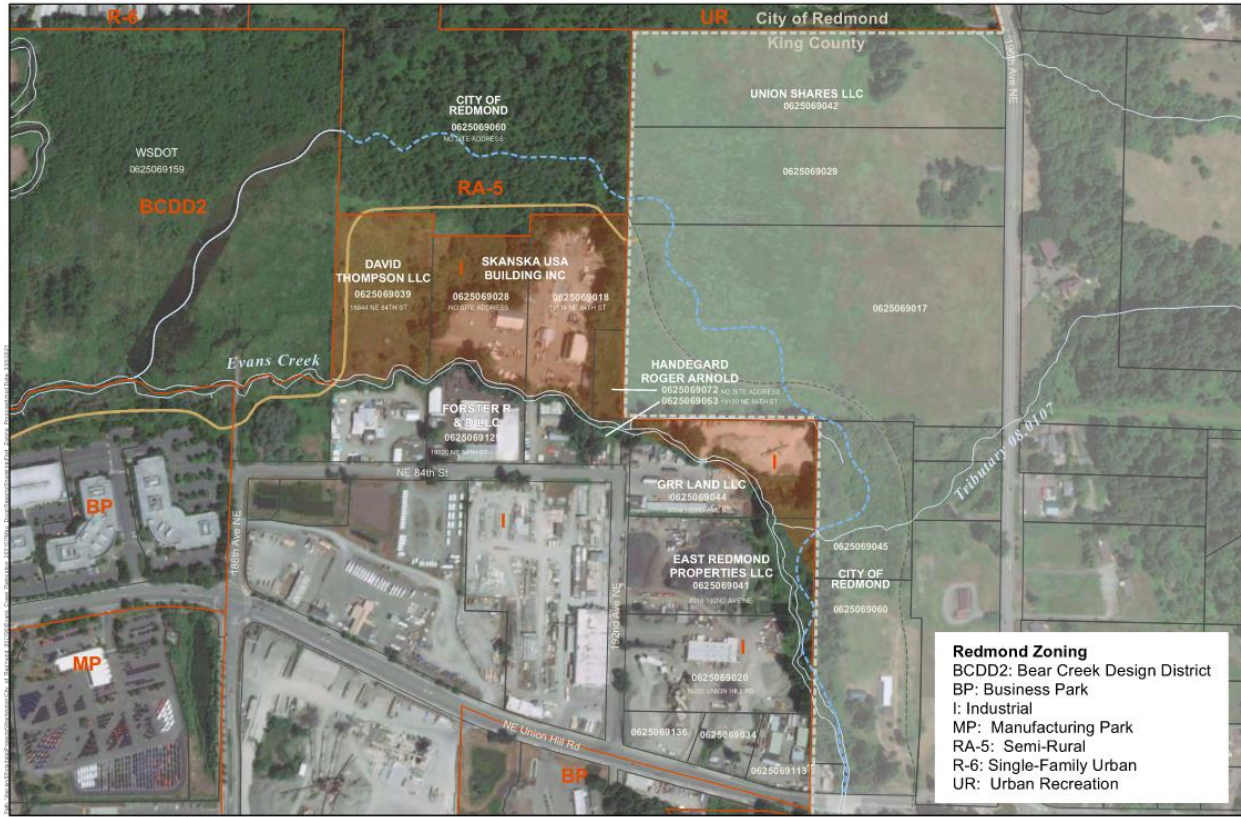
A. Establishment of Zoning Map. The designation, location and boundaries of the zones established by RZC 21.04.010.A.2 are as shown and depicted on the Zoning Map(s) of the City, which shall be maintained as such and which are hereby incorporated by reference in this section and maintained on file ~~in~~ at the Redmond

Development Services Center. Zoning for all land within the City of Redmond is established as shown on the Official Zoning Map.

Existing Zoning Classifications near Evans Creek



Zoning Classifications near Evans Creek Adopted by this Ordinance



Section 4. Preparation of Final Documents. The Administration is directed to complete preparation of Redmond Zoning Code documents, including updates to chapter numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and including of appropriate graphic and illustrations.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect one day after the Evans Creek Relocation project has been constructed and water has been diverted into the new creek channel.

ADOPTED by the Redmond City Council this 5th day of July 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL D. XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING THE REDMOND
COMPREHENSIVE PLAN URBAN CENTERS ELEMENT
CONCERNING THE TOWN CENTER ZONE (LAND-2021-
00266), PROVIDING FOR SEVERABILITY, AND
ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, on August 17, 2021 through Ordinance No. 3057, the City Council set the content of Redmond's 2021-22 Annual Comprehensive Plan Amendment Docket, also referred to as the 2021-22 Annual Docket, which included a proposal to amend the Urban Centers Element; and

WHEREAS, the applicant, GGLO, on behalf of Fairbourne Properties, proposed to amend policies and narrative in the Urban Centers Element concerning the Town Center Zone; and

WHEREAS, applicant proposed that references to the Redmond Town Center Master Plan be removed, minimum retail provisions be removed, maximum commercial provisions be removed, and that incentives that allow additional building heights be considered; and

WHEREAS, staff also proposed minor text and policy changes to clarify and remove outdated language; and

WHEREAS, the City issued a Determination of Non-Significance (DNS) for this State Environmental Policy Act (SEPA) non-project action on December 17, 2021 and no comments or appeals were received; and

WHEREAS, the Technical Committee evaluated the applicant's proposal and recommended approval of amendments to the Urban Centers Element on January 18, 2022; and

WHEREAS, the Planning Commission evaluated the applicant's proposal and the Technical Committee Recommendation with consideration to the approval criteria described in Redmond Zoning Code (RZC) section 21.76.070.J.9; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the Urban Centers Element on February 9, 2022, during which two public comments were received; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments to the Urban Centers Element on February 23, 2022; and

WHEREAS, the City Council reviewed the Planning Commission recommendation and the criteria set forth in RZC 21.76.070.J.9 and desires to adopt proposed amendments as recommended by the Planning Commission, with minor changes, as shown in Exhibit 1.

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

Section 1. Classification. This is a non-code ordinance.

Section 2. 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 and conclusions of the Planning Commission as contained in its February 23, 2022 report to the City Council.

Section 3. Amendment of Redmond Comprehensive Plan - Associated Elements. Those provisions of the Comprehensive Plan set forth on the attached Exhibit 1, incorporated herein by this reference as it set forth in full, are hereby amended to read as set forth therein.

Section 4 Preparation of Final Document. The Administration is directed to prepare amended Comprehensive Plan 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 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary

thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 5th day of July 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

Urban Centers

- A. Common Urban Centers Policies
- B. Downtown Neighborhood Policies

Introduction

Public participation in the neighborhood Plan Update

Neighborhood Plan Update

General Policies

DT-11 Ensure that building heights in the Downtown respect views of tree lines and adjacent hillsides and contribute to the development of an urban place that feels comfortable for pedestrians.

Achieve this by limiting building heights to five and six stories in general and by allowing exceptions for additional height in a portion of the Town Center zone and elsewhere when accompanied by exceptional public amenities. or project components that advance business diversity, housing or environmental sustainability goals.

...

Downtown Zones Policies

Town Center

Town Center is one of the city's primary gathering places. Its mix of shops and restaurants, offices, hotel rooms, and ~~eventually~~ residences in the heart of the city brings people together during the day and evenings for planned or casual meetings. The design of the buildings, street patterns, and public plazas are modern yet reflect the character of historic properties in adjacent Old Town. Improvements in walking connections between the two zones will help both areas thrive. The long-term vision for Town Center is that it will continue to develop as a major gathering and entertainment place within the community, that its trails will be connected to Marymoor Park by a more direct and attractive connection across SR 520, and that transit service will provide a choice equal in attractiveness to automobiles.

The design and development of this zone is controlled by zone-based regulations and additional specific design standards for development projects located within the Downtown Urban Center ~~a Master Plan established to ensure that development here integrates with and positively influences future redevelopment of the greater Downtown area and retains traditional building styles, street patterns, variety of uses, and public amenities.~~

DT-31 To maintain the Town Center zone's health, vitality and attractions, ensure that continued development and redevelopment in the center:

- Retain and protect the site’s significant natural and aesthetic features, including healthy mature trees, stream courses, and indigenous vegetation, particularly adjacent to Bear Creek and the Sammamish River;
- Provide plazas, pedestrian malls, and other open spaces that promote outdoor activity and encourage pedestrian and bicycle circulation between the Town Center, the Redmond Central Connector, and the rest of Downtown;
- Provide and maintain opportunities for recreation and leisure activities and programs that complement other uses in the zone and the rest of Downtown and generate pedestrian activity;
- Complement and are compatible with the Old Town zone and preserve the Justice White House, the Saturday Market, and other features of community and historic significance within Town Center;
- Encourage the addition and retention of after-work-hours and late-evening entertainment, such as live theater and comedy, dining, dancing and live music, to provide a lively entertainment area adjacent to Old Town;
- Maintain a mix of pedestrian generating uses including residential and retail uses, personal services, and restaurants. ~~a minimum of 600,000 square feet of gross leasable area dedicated to retail uses;~~
- Provide structured parking to minimize visual impacts and encourage pedestrian activity;
- Provide for circulation, land use, and parking linkages with the existing Downtown to attract, encourage, and facilitate the movement of shoppers between Town Center and other parts of the Downtown;
- Retain Bear Creek Parkway as a treelined boulevard with safe pedestrian and bicycle connections. Preserve the Bear Creek open spaces and environmentally critical areas adjacent and near Bear Creek Parkway;
- Preserve at least 44 contiguous acres for use as public open space ~~per the Town Center Master Plan;~~ and
- Encourage the addition of residential development.

~~DT-32 Encourage development of residential uses by maintaining the maximum commercial building area for Town Center of 1,490,000 square feet without transfer development rights (TDRs) or 1,800,000 square feet with the use of TDRs.~~

...

C. Overlake Neighborhood Policies

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, CONCLUDING THE 2021-2022 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS AND DEMONSTRATING COMPLIANCE WITH CHAPTER 35A.63 RCW, THE CODE CITY PLANNING ENABLING ACT, CHAPTER 36.70A RCW, THE GROWTH MANAGEMENT ACT, AND CHAPTER 43.21C RCW, STATE ENVIRONMENTAL POLICY ACT, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, The Growth Management Act further provides that all proposals shall be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained; and

WHEREAS, on August 17, 2021 through Ordinance No. 3057, the City Council set the content of Redmond's 2021-22 Annual Comprehensive Plan Amendment Docket, herein after referred to as the 2021-22 Annual Docket; and

WHEREAS, the 2021-22 Annual Docket included the following Comprehensive Plan amendment proposals for review and consideration:

1. Evans Creek Relocation Project Land Use Map, Zoning Map, and Limited Shoreline Master Program Amendment

2. Public Safety Functional Plan Updates

3. Urban Centers Element - Redmond Town Center Text Amendments; and

WHEREAS, City staff withdrew Public Safety Functional Plan Updates for consideration; and

WHEREAS, the City Council has considered and approved through separate ordinances the following amendments:

1. Evans Creek Relocation Project Land Use Map, Zoning Map, and Limited Shoreline Master Program Amendment

2. Urban Centers Element - Redmond Town Center Text Amendments; and

WHEREAS, the City of Redmond has complied with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW); and

WHEREAS, the City Council has considered and ascertained the cumulative effect of the various proposals more fully provided herein as Exhibit A; and

WHEREAS, the City Council desires to amend the Comprehensive Plan and the Zoning Code consistent with the foregoing.

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

Section 1. Classification. This is a non-code ordinance.

Section 2. Findings and Conclusions. The City Council finds that the 2021-22 Annual Docket has been adopted pursuant to

both RCW 35A.63, the Planning Enabling Act for code cities, and RCW 36.70A, the Growth Management Act, and fulfills the requirements of both acts.

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

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

ADOPTED by the Redmond City Council this 5th day of July 2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK



(SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

Attachment F : Analysis of the Cumulative Effects of Amendments to the 2021-22 Comprehensive Plan Docket

Project File No.	Amendment Name	Relationship 1:	Relationship 2:	Relationship 3:	Relationship 4:	Relationship 5:	Cumulative Effects of 2022 Docket
		Economic Development	Housing	Utilities	Land use	Critical areas/natural environment	
LAND-2021-00269	Evan Creek Relocation - Land use map, Zoning map amendments, Shoreline Master Program text amendments	May lead to increased use and development of formerly mixed zoned parcels that will now be fully zoned as Industrial.	No impacts on housing. Affected properties are zoned Industrial. Split zoned parcels do not have any housing.	No impacts on utilities or capacity.	Changes formerly RA-5 zones on split-zoned parcels to Industrial. May lead to new development on industrial parcels, but would be same as existing land uses.	Relocation of a degraded portion of Evans Creek currently bisected by parcels with industrial uses. Enhancement of criticals areas and Shoreline Natural Environment by restoring healthy stream functions to Evans Creek as a result of relocating channel from industrial area and into natural floodplain/meadow.	 
		May spur increased development of Town Center zone, including increased commercial, retail, and housing uses.	May increase housing in Town Center Zone.	No changes to zoning codes, so impacts to utilities are accounted for during redevelopment.	No major changes to existing land uses, may increase intensity of allowed housing, retail, and commercial uses.	No negative impacts on critical areas. Related zoning code changes provide incentives to not develop underground parking in the CARA.	
LAND-2021-00266	Redmond Town Center - Urban Center Element text amendments						
Cumulative Effects of Amendments and Relationships		May increase economic development related to industrial, commercial, and and housing development and related economic activity.	Potential increase to housing in Town Center.	No impact to utilities.	May increase intensity of existing allowed land uses.	Positive impacts to critical areas.	The 2021-22 Docket amendments would have minor impacts (increased intensity of existing allowed uses) on economic development, housing and land use. There would be no impacts to utilities. There would be positive impacts to critical areas by restoring natural stream functions and incentivizing removing underground parking from the CARA.



Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-097
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Lisa Maher	425-556-2427
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TITLE:

Approval of an Interlocal Agreement for the Welcoming Cities Collaborative

OVERVIEW STATEMENT:

Eastside Cities Interlocal Agreement to support Equity, Welcoming, Inclusion, and Belonging and collaborate to create communities that are welcoming and where all belong. The Eastside Cities Collaborative enhances the work of equity by aligning and supporting strategies across the Eastside.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan
- **Required:**
Interlocal Agreements are required to be approved by the Council.
- **Council Request:**
N/A
- **Other Key Facts:**
Seeking approval of Interlocal Agreement

OUTCOMES:

The Eastside Cities Collaborative enhances the work of equity by aligning and supporting strategies across the Eastside. The collaboration will create a unified level of support, sharing of resources, and enhancing the impact on communities that live, work, and visit the City of Redmond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$8000

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

Budget Offer Number:
00105

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

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/21/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A - Welcoming Cities Collaborative 2022 Interlocal Agreement
Attachment B - Scope of Work

INTERLOCAL AGREEMENT REGARDING A COOPERATIVE
EFFORT TO SUPPORT EQUITY, WELCOMING, INCLUSION, AND BELONGING (Welcoming Cities
Collaborative)

This Interlocal Agreement ("ILA") by and between the cities of Kirkland, Bellevue, and Redmond, municipal corporations of the State of Washington, is entered into for the purpose of promoting equity, welcoming, inclusion, and belonging in each of their jurisdictions.

WHEREAS, the cities of Kirkland, Bellevue, and Redmond (the Cities) recognize the importance of helping to create communities that are welcoming for all and are places where all people belong; and

WHEREAS, the Cities have taken many budgetary and policy actions to make progress towards this goal but recognize there is still more to be done to achieve equity, welcoming, inclusion, and belonging for everyone; and

WHEREAS, Eastside For All, a non-profit corporation in the State of Washington, focuses on transforming East King County into a place where racial, economic, and social justice is made possible for communities of color by focusing on local systemic changes in policies, practices, relationships, and investments; and

WHEREAS, Welcoming America, a non-profit corporation in the State of Georgia, leads a movement of inclusive communities becoming more prosperous by making everyone feel like they belong; and

WHEREAS, Welcoming America provides a Welcoming Standard framework for becoming Certified Welcoming, a formal designation for cities and counties that have created policies and programs reflecting their values and commitment to immigrant inclusion in areas of civic, social, and economic life; and

WHEREAS, the Cities and Eastside For All are all members of Welcoming America's Welcoming Network, and are pursuing the application process to become Certified Welcoming as a way to demonstrate the Cities' and Eastside For All's shared intention to make East King County a place that is welcoming for all and where all people belong; and

WHEREAS King County has declared racism to be a public health crisis, the Cities and Eastside For All will prioritize racial equity by integrating recommendations from the Government Alliance on Racial Equity, a national network of governments working to achieve racial equity and advance opportunities for all, and similar best practice resources; and

WHEREAS, Eastside For All works in partnership with community based organizations and groups in East King County to co-lead efforts across racial and cultural groups; and

WHEREAS, the Cities and Eastside For All recognize that fulfilling Welcoming America's Certified Welcoming Standards and advancing racial equity as part of welcoming and inclusion strategies will be best accomplished through a new collaborative effort, to be called the Welcoming Cities Collaborative; and

WHEREAS the parties now wish to memorialize the understandings that have been reached with regard to each party's role in the Welcoming Cities Collaborative.

NOW, THEREFORE, the parties have reached the following understandings:

1. PURPOSE: The purpose of this ILA is to acknowledge the parties' mutual interest to continue to jointly participate in the Welcoming Cities Collaborative, a public private regional partnership focused on a regional approach to equity, welcoming, inclusion, and belonging.
2. SCOPE: This ILA anticipates each of the parties shall engage and participate in the following activities:
 - A. Developing with other public and private collaborators, such as the cities of Issaquah and Sammamish, a regional plan on equity, welcoming, inclusion, and belonging efforts, which includes as an outcome preparing to apply for the Certified Welcoming designation from Welcoming America as a region;
 - B. Implementing and updating of relevant websites and other communication strategies in support of the Welcoming Cities Collaborative;
 - C. Coordinating and planning for an annual East King County Welcoming Week celebration; and
 - D. Reporting annually to each parties' respective city leadership on the activities of the Welcoming Cities Collaborative, including the outcomes and return on investment.
3. FINANCIAL CONSIDERATIONS: The cities of Kirkland, Bellevue, and Redmond will each provide to Eastside For All via separate professional services agreements funding based on a per capita population recommended funding schedule (Attachment A) to cover the costs of the activities undertaken by Eastside For All on behalf of the Welcoming Cities Collaborative to implement the adopted annual work plan.
4. DURATION – TERMINATION: This ILA shall be deemed effective on the date that the last party has signed and shall remain in effect through December 31, 2022. The parties agree to collectively review and evaluate the program prior to December 31, 2022, to determine whether each party would like to continue this ILA. Until that time, this ILA shall remain in effect until any of the parties gives written notice to the other parties that it no longer wishes to participate in the Welcoming Cities Collaborative, in which event the ILA will be deemed terminated.
5. PROPERTY: The parties do not intend to acquire any real or personal property under this ILA. In the event that property is acquired, the parties shall agree in advance of such acquisition on the manner of acquiring, holding, and disposing of the property.
6. NO SEPARATE ENTITY - ADMINISTRATION. No separate legal or administrative entity is created by this ILA. This ILA shall be jointly administered by the contact persons listed below.

7. CONTACT PERSONS.

For purposes of this Agreement, the following persons shall serve as contact persons for their respective jurisdictions:

Bellevue: Linda Whitehead, Chief Diversity, Equity, and Inclusion Officer

Kirkland: David Wolbrecht, Senior Neighborhood Services Coordinator

Redmond: Lisa Maher, Deputy Executive Director

Changes in contact persons shall be provided in writing to the other parties within 5 business days and in accordance with Section 8.B (Notices) below.

8. GENERAL MATTERS AND RECORDING.

- A. Modification. This ILA may only be modified in writing and must be signed by all Parties.
- B. Notices. All notices required to be given under this ILA shall be made in writing by first-class mail, by facsimile or e-mail, or by personal delivery, to the address set forth below, or such other address as provided in writing. Parties are required to update notice information upon changes to the below.

City of Bellevue

...

Address

Email:

City of Kirkland

David Wolbrecht

123 Fifth Avenue

Kirkland, WA 98033

Email: dwolbrecht@kirklandwa.gov

City of Redmond

Lisa Maher

15670 NE 85th Street

Redmond, WA 98072

Email: lmaher@redmond.gov

- C. Venue. Any action filed under or related to this ILA must be brought in King County Superior Court.
- D. Dispute Resolution. If any dispute arises among the Parties which is not resolved by routine meetings or communications, the disputing parties agree to seek

resolution of such dispute in good faith by meeting, as soon as feasible. If the parties do not come to an agreement on the dispute, the parties may agree to pursue mediation through a process to be mutually agreed upon, with the parties to the dispute sharing equally the costs of mediation and assuming their own costs.

- E. No Third Party Beneficiaries. This ILA is for the benefit of the Parties only, and no third party shall have any rights hereunder.
 - F. Retained Responsibility and Authority. Except as expressly provided for herein, the Parties retain the responsibility and authority for managing and maintaining their own respective systems and programs related to Equity and Inclusion.
9. COUNTERPARTS. This ILA may be signed in counterparts and, if so signed, shall be deemed one integrated ILA.

Approved and executed this ____ day of _____, 2022.

CITY OF BELLEVUE

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney

Approved and executed this ____ day of _____, 2022

CITY OF KIRKLAND

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney

Approved and executed this ____ day of _____, 2022.

CITY OF REDMOND

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney

Approved and executed this ____ day of _____, 2022.

CITY OF SAMMAMISH

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney

Approved and executed this ____ day of _____, 2022.

CITY OF ISSAQUAH

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney

ATTACHMENT A

Recommended Funding Schedule Based on Per Capita Population

Population < 50,000: \$5,000 per year

Population between 50,000 and 100,000: \$8,000 per year

Population > 100,000: \$12,000 per year

SCOPE of WORK

East King County Welcoming Cities Collaborative

A Regional Approach to Equity

Background

The Welcoming Framework

In early 2016 the Eastside Refugee and Immigrant Coalition (ERIC) joined [Welcoming America](#), a nonpartisan nonprofit that provides a framework and resources for creating welcoming communities. Their [Welcoming Standard](#) is a blueprint that serves as a guide for prioritizing efforts and funding. The City of Kirkland (in addition to Bellevue and Redmond) has since become a member of Welcoming America with the opportunity to become a “Certified Welcoming” city.

From Welcoming America:

“Strong 21st Century communities are ones that connect and include people of all backgrounds. By doing so, communities - and those who live there - will meet their highest civic and economic potential. As places look to harness the vibrancy that comes from diverse talent and a more global workforce, welcoming and inclusive communities will set themselves apart. Smart local government leaders across the country are already working to gain this competitive edge. Certified Welcoming provides an exciting new avenue for measuring, promoting, guiding, and validating these efforts.”

ERIC’s involvement with Welcoming America, combined with a desire to address racism and disparities in our community, led to the creation of [Eastside For All](#) in 2019. Eastside For All is a race and social justice advocacy organization that focuses on transforming policies, practices, relationships and investments.

Black Lives Matter and Racial Equity

In the aftermath of George Floyd’s murder, community protests and advocacy resulted in steps by East King County cities to affirm Black Lives Matter, whether that’s meeting with Black community leaders, exploring ways to host productive community forums on racism, or creating public policy, such as the City of Kirkland’s Black Lives Matter Resolution passed on August 4th, 2020. These efforts are very new. Many of our institutions, including our city governments and police departments, have little to no experience speaking about, understanding, or strategically addressing institutional racism. This is a critical time to build foundational understanding and thoughtful responses.

In June of 2020 King County declared [racism a public health crisis](#).

The Welcoming Cities Collaborative (WCC) - Overview and Deliverables

The goal of the Welcoming Cities Collaborative (WCC) is to support and equip Eastside cities in furthering their diversity and inclusion work in ways that are aligned with their respective resources, needs, and strengths.

While each city has its own internal and outward facing initiatives, the WCC will identify shared challenges, opportunities, and solutions to establish a regional approach to anti-racism, inclusion, and equity, similar to how Eastside cities collaborate jointly on homelessness, affordable housing, and economic development. The plan will provide city governments and community partners with actionable steps to operationalize their equity-related public policies and commitments (i.e., welcoming, inclusion, Black Lives Matter resolutions, etc.).

Relationship Between WCC and Local Advocacy Efforts

There are many individuals and groups working toward equity and inclusion in East King County. The WCC is not intended to replace or detract from other important efforts, including the critical recommendations and demands put forward by local advocacy groups.

Overall Objectives

Coordinated by Eastside For All, the Welcoming Cities Collaborative will bring together representatives from the Cities of Redmond, Kirkland, Bellevue, Issaquah, and Sammamish along with leaders from *BIPOC and immigrant communities to accomplish the following:

- Provide city leadership and staff with frameworks and tools to fulfill their commitments to building safe, welcoming, and inclusive cities.
- Organize convening spaces that center BIPOC and immigrant leadership in planning efforts to partner with Eastside cities on mutual goals.
- Build relationships with BIPOC- and immigrant-led communities for ongoing collaborative work that increases civic participation and leadership.
- Prepare cities to apply for the Certified Welcoming designation through Welcoming America, if they choose. Utilizing a regional approach, cities can capitalize on joint efforts without needing to form separate programs/services to meet the certification requirements.

**BIPOC: Black, Indigenous, and other People of Color*

2022 Objectives

- Community Mapping of BIPOC- and immigrant-focused services, resources and programs in East King County: Centered in racial equity frameworks from the [Government Alliance on Race and Equity](#), the mapping process will focus on the [Welcoming Standard](#) components: Government Leadership, Civic Engagement, Equitable Access, Education, Connected Communities, Economic Development, and Safe Communities.
- Utilize the Community Mapping data to inform and complement cities' needs assessments (Economic Development, Human Services, etc.)
- Online Community Directory of BIPOC- and immigrant-focused services, resources, and programs in East King County
- Support inclusive community engagement activities as part of Eastside cities' Comprehensive Plan Updates.

City of Redmond Appropriation Amount

\$8,000

Eastside For All Deliverables for City of Redmond

Tasks	Proposed Timeline
Provide up to 3 trainings/presentations/consultation sessions to support DEI commitments. Examples of topics including authentic community engagement practices, equity and inclusion considerations in placemaking, dialogue skills and tools for multiracial teams, diverse and inclusive civic participation & leadership, intercultural competency, and addressing hate/bias in the community. Participants may include staff, Councilmembers, volunteers, Commissioners, etc.	April – December, 2022
Partner with OneRedmond and OneEastside on efforts to support small for-profit and nonprofit BIPOC- and immigrant- owned businesses utilizing Welcoming Standard practices centered in racial equity (in collaboration with other nonprofits that support small businesses)	April – December, 2022
Partner with the City of Redmond to host a Welcoming Week event in Redmond, jointly sponsored by nonprofit organizations.	Planning: April – August, 2022 Event: September, 2022

Eastside For All Deliverables for Cities of Redmond, Bellevue, and Kirkland

Tasks	Proposed Timeline
Oversee mapping effort to identify current BIPOC- and immigrant-focused services, resources, and programs: gather survey responses via online survey and individual interviews with providers.	March-June, 2022
Collaborate with other BIPOC- and immigrant-led community groups and organizations to host information sessions about the Comprehensive Plan Update process; assist in promoting city-led opportunities for community input.	March-December, 2022
Facilitate visioning and planning for the annual East King County Welcoming Week celebration in September; support event hosts with venues, collaboration opportunities, and other resources	April-July, 2022
Draft community mapping report	July-August, 2022
Coordinate the development and distribution of promotional materials for Welcoming Week events to take place Sept 9-18, 2022	August 1 – Sept 18, 2022

Share the community mapping report draft with BIPOC and immigrant community leaders/groups to gather feedback and recommendations for an East King County regional plan for advancing equity and inclusion.	September-October, 2022
Together with city leadership staff and community leaders, draft the regional plan.	November-December, 2022

Use of Funds

Funding from the cities who join the Welcoming Cities Collaborative will be leveraged with additional funds raised by Eastside For All to fully support staffing required for the above deliverables. Eastside For All will provide compensation to partner organizations/grassroots groups led by and for communities of color who will have roles in leading the Collaborative.

Project Lead: Debbie Lacy, Founder/Executive Director, Eastside For All,
Debbie@EastsideForAll.org | 425-209-0895



Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-098
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Chris Weber	Cultural Arts Administrator
Parks	Zach Houvener	Recreation Business Manager

TITLE:

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

OVERVIEW STATEMENT:

Approval of an Artistic Agreement with Joe Thurston in the amount of \$120,000 for permanent public art at the Redmond Senior and Community Center. This artist was selected as the Integrated Artist for the Redmond Senior & Community Center project via a public call and competitive selection process in line with City Purchasing Policy. The artwork for the Connector Wall was approved by the Arts & Culture Commission.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2017 Public Art Plan; Parks, Arts, Recreation, Culture & Conservation (PARCC) Plan
- **Required:**
Council approval is required to award an artistic services agreement that exceeds \$75,000.
- **Council Request:**
N/A
- **Other Key Facts:**
Staff is requesting approval of the Artistic Agreement with Joe Thurston in the amount of \$120,000.

OUTCOMES:

Art has played a vital role in enhancing the vibrancy and character of the Redmond Senior and Community Center. Integrated artist, Joe Thurston, who has helped identify where arts' integration would be most impactful in the master plan, has developed an art element for the Connector Wall that will benefit the Redmond community for years to come when the building is opened in late 2023.

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:
\$120,000

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

Budget Offer Number:
000249 - Arts & Community Events

Budget Priority:
Vibrant & Connected

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

If yes, explain:
N/A

Funding source(s):
1% for Public Art

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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6/28/2022	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
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Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Artistic Agreement

Attachment B: Artist Proposal

--

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

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

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

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

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

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

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

2. Conditions/Arrangements.

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. The ARTIST has read and understands the Goals and Objectives, Program Policies, and Contract Administration Procedure attached hereto as Exhibit B and incorporated by this reference as if set forth in full. Those recitals are a material part of this Agreement, and the ARTIST agrees to conduct programs and/or performances set forth in the Scope of Work in a manner consistent with those recitals.

3. **Completion of Work.** The ARTIST shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the ARTIST, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the ARTIST, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the ARTIST. All such extensions shall be in writing and shall be executed by both parties.

4. **Payment.** The ARTIST shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the ARTIST for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the project and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

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

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

6. **Insurance.** The ARTIST shall not be an insured party under any applicable liability insurance coverage obtained by the CITY. The CITY recommends that the ARTIST obtain adequate insurance to cover the ARTIST's activities performed under this Agreement. The CITY reserves the right to require the ARTIST to obtain liability insurance of an amount reasonably established by the CITY and to furnish a certificate naming the CITY as

an additional insured.

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

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

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

8. **ARTIST'S Personnel Background.** The ARTIST understands that the work to be performed under this Agreement may involve ARTIST'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The ARTIST certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. **Records.** The ARTIST shall keep all records related to this Agreement for a period of three years following completion of the work for which the ARTIST is retained. The ARTIST shall permit any authorized representative of the CITY, and any person

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

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

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

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the ARTIST and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

14. Non-Discrimination. The ARTIST agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The ARTIST understands that if it violates this provision, this Agreement may be terminated by the CITY and that the ARTIST may be barred from performing any services for the CITY now or in the future.

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

16. Subcontracting or Assignment. The ARTIST will provide a list of subcontractors for any portion of the services to be provided under this Agreement and wait for the written consent of the CITY.

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

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

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

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

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

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

ARTIST:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK
DESIGN AND CONSTRUCTION DOCUMENT PHASE**

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

A. DESIGN AND PLANNING SERVICES

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

B. DESIGN REVISION PROPOSAL

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

C. FINAL DESIGN PROPOSAL

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

D. CONSULTATION

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

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

F. PRESENTATIONS

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

G. APPROVAL OF REVISED CONCEPT AND FINAL PROPOSAL DESIGN

1. Design Revision Proposal

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

The Design Revision Proposal shall include:

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

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

2. Final Design Proposal

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

The final design proposal submission shall include:

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

H. CONSTRUCTION DOCUMENTS

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

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

**Page 10 – Non Public Works Artistic Services Agreement
City of Redmond, standard form**

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

I. PERIOD OF FABRICATION

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

J. PERIOD OF INSTALLATION

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

K. DESCRIPTION OF ARTWORK

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

L. LOCATION OF ARTWORK

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

M. ARTWORK DOCUMENTATION

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

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

1. ACKNOWLEDGMENT

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

EXHIBIT B
SCHEDULE FOR DESIGN AND CONSTRUCTION DOCUMENT PHASE

TASKS, DELIVERABLES AND SCHEDULE

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

1. **Deliverable #1 – Signed Contract**
Tasks below to be completed by Q2, 2022:
 - Delivery of Signed Contract

2. **Deliverable #2 – Construction Documents, Community Engagement Plan, and Final Design**
Tasks below to be completed by: Q3, 2022
 - Delivery of Construction Documents to PROJECT ADMINISTRATOR
 - Delivery of Final Design to PROJECT ADMINISTRATOR for approval by DESIGN TEAM
 - Delivery of Community Engagement Plan and Timeline to PROJECT ADMINISTRATOR

3. **Deliverable #3 – 60% Fabrication**
Tasks below to be completed by Q2, 2023
 - Photographic or other documentation of 60% completion of project and/or proof of purchase of materials towards completion of fabrication, if applicable

4. **Deliverable #4– Installation**
Tasks below to be completed by Q4, 2023:

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

 - Final installation of PROJECT

5. **Deliverable #5 – Completion of PROJECT**
Tasks to be completed by Q4, 2023:

Delivery of the following:

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

EXHIBIT C
PAYMENT TERMS AND SCHEDULE

1. TOTAL PAYMENT TO ARTIST

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

2. PROCESS FOR PAYMENT OF TAXES

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

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

**EXHIBIT D
OPTIONAL ARTISTIC SERVICES AGREEMENT CLAUSE**

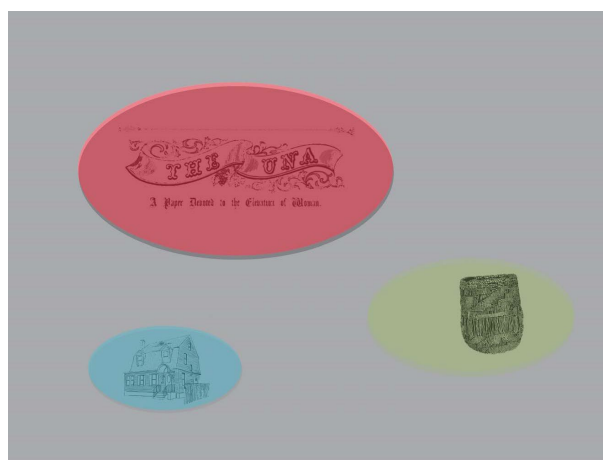
VARA Waiver:

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

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

EXHIBIT E INITIAL PROPOSAL

See attached Connector Wall Proposal



Redmond Senior & Community Center

Connector Wall: Public Art Concept V1

Joe Thurston/Site Specific

3.10.2022

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

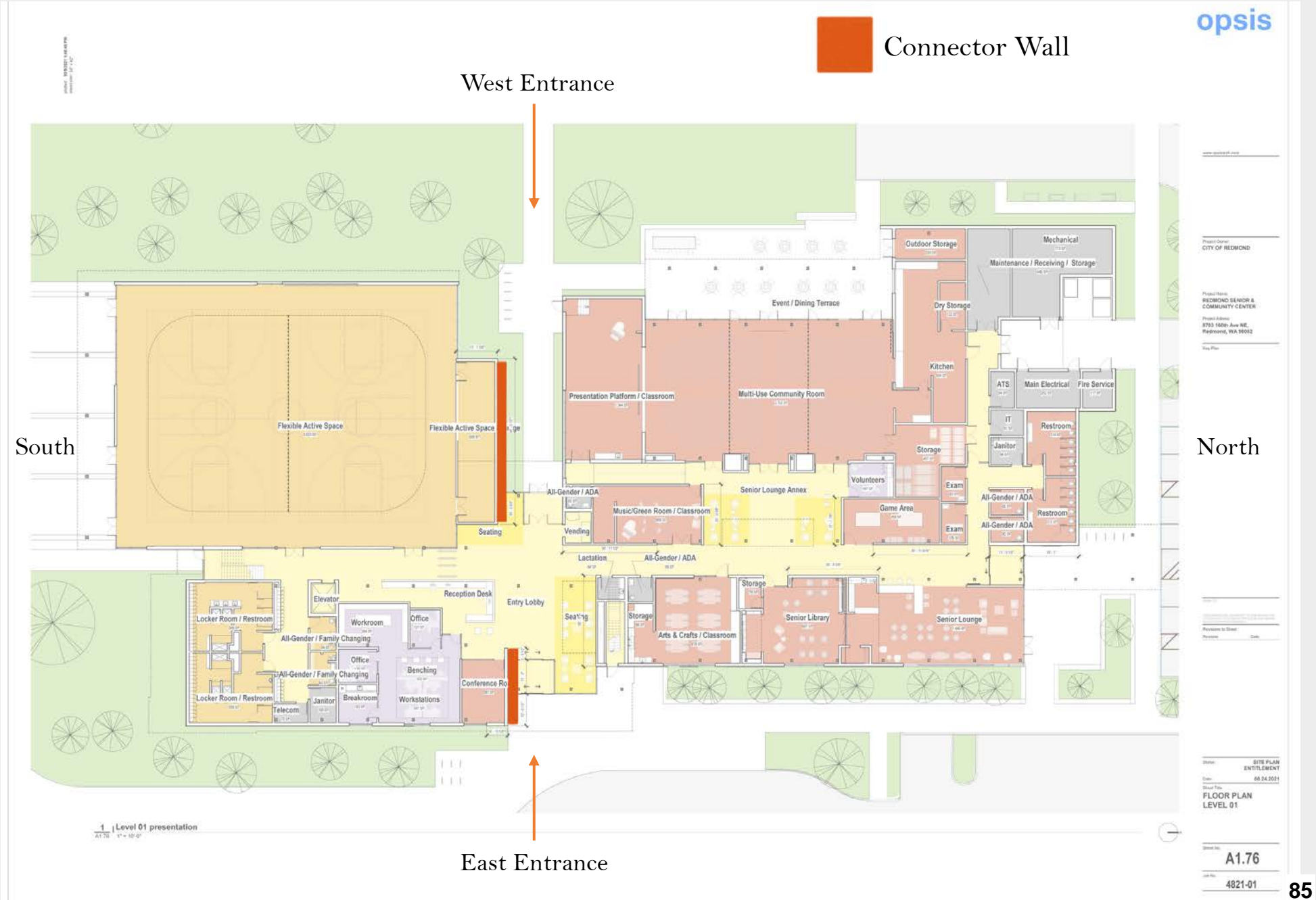
Concept: The architecturally integrated Connector Wall artwork must be a community based and inspiring work created specifically for the RS&CC. The piece must foster a sense of belonging and place. It must encourage gathering and connection. Visitors should have the opportunity to see themselves, parts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

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

Site

Level 1

- Connector Wall (interior and exterior)



Layers of interest

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

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

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



Color for example only

Layers of interest

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

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

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



East entrance (Civic)

Layers of interest

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

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

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

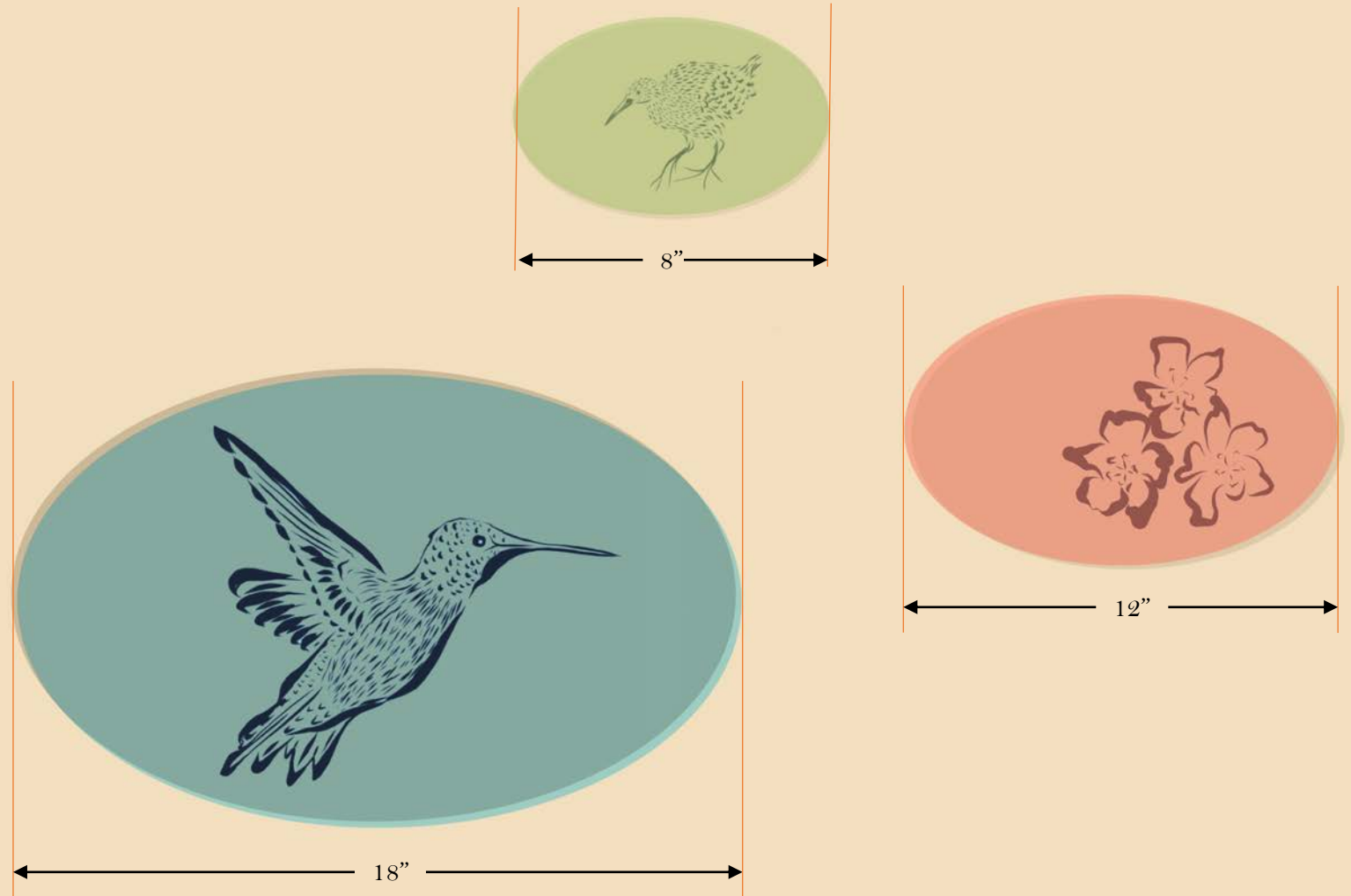


West entrance (Nature)

Layers of interest

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

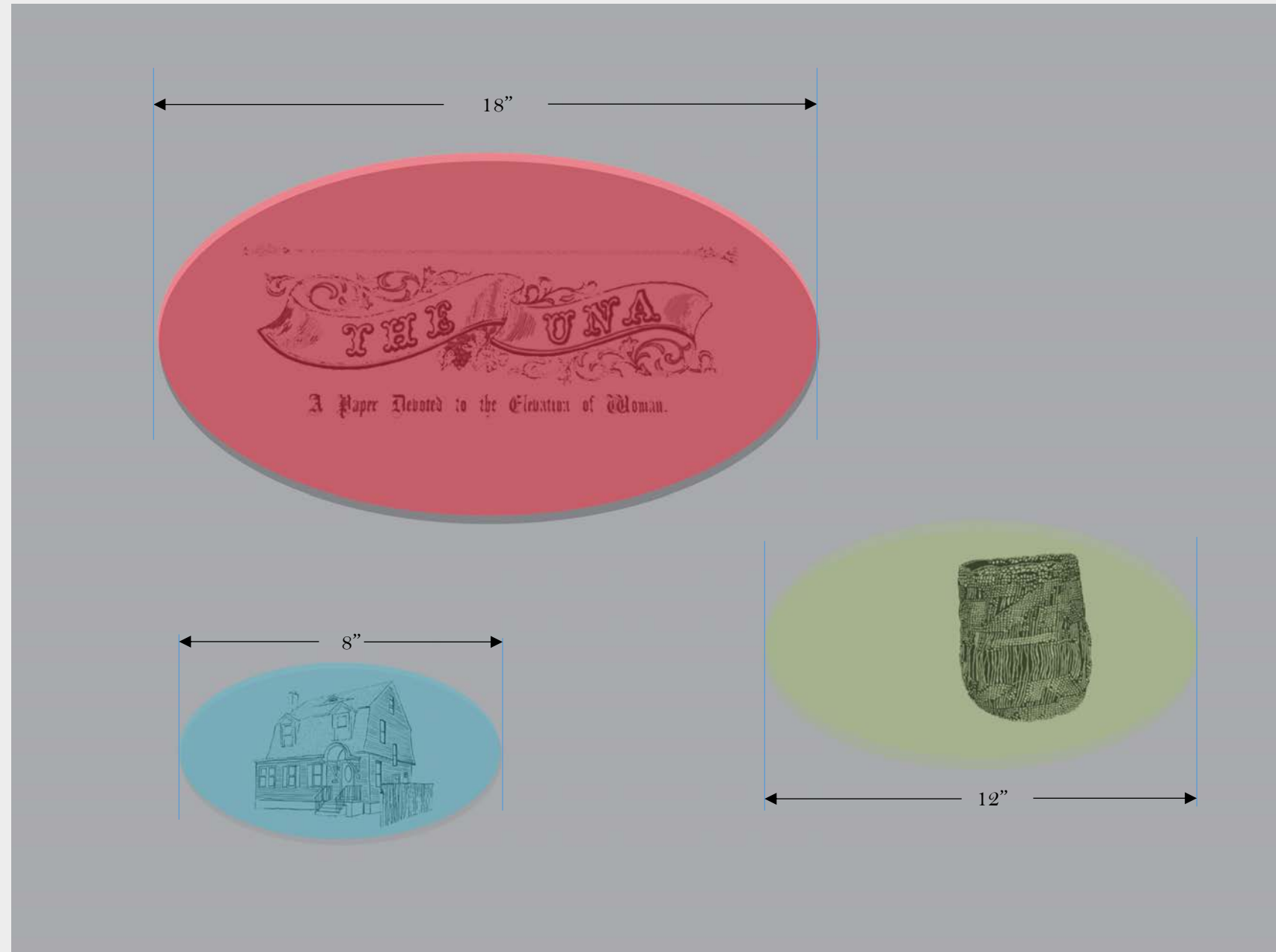
These ovals will range in size from 8" to 18" at the widest point.



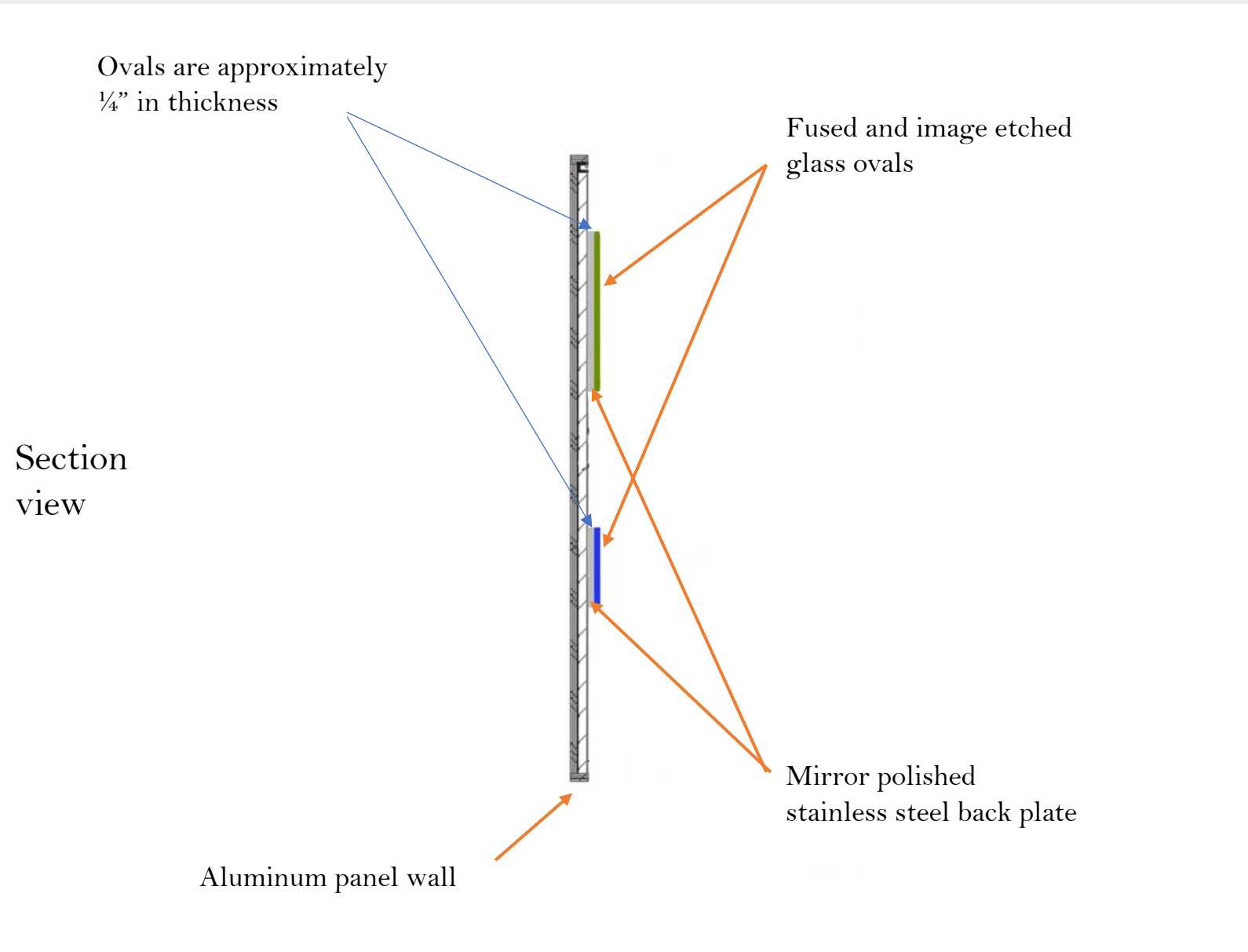
Layers of interest

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

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



Layers of interest



Glass color examples

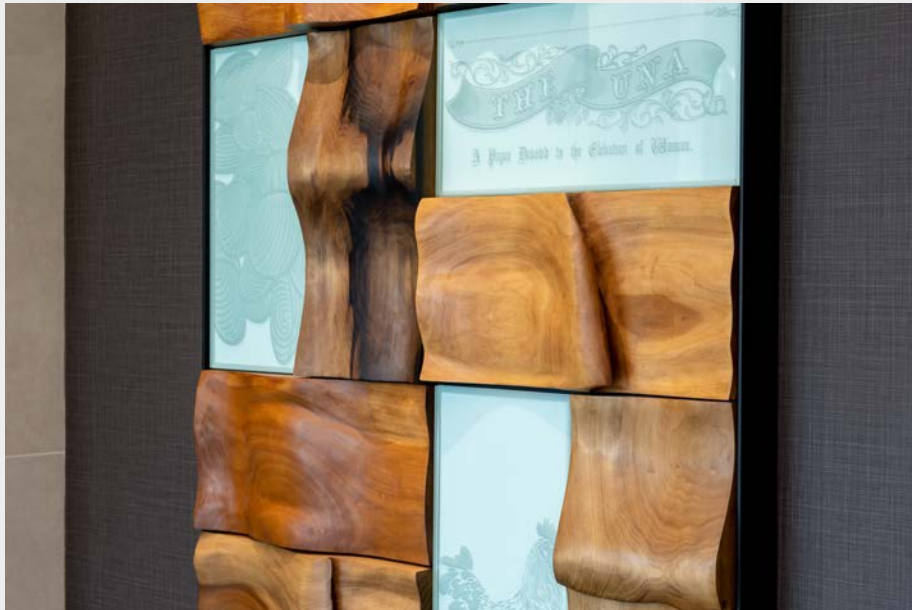
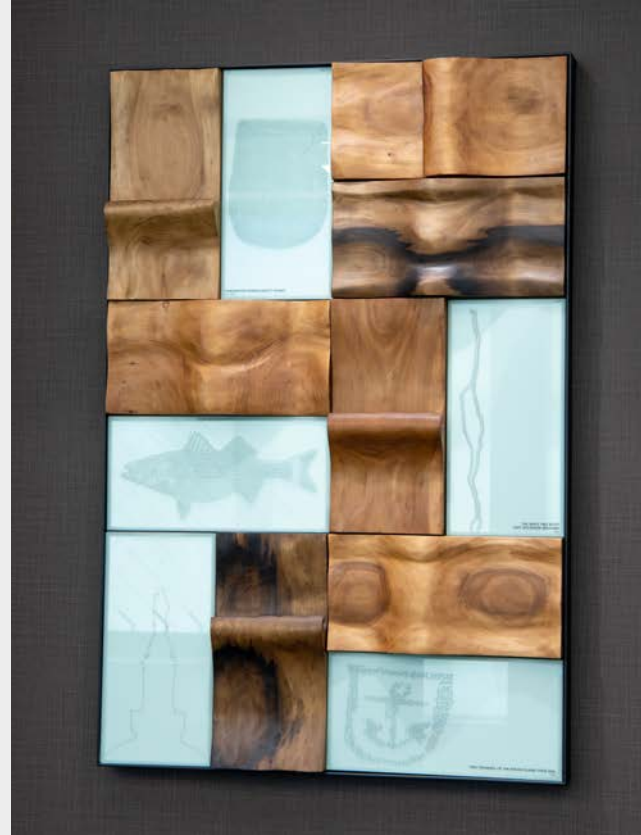


Color for example only

Etched glass examples



Etched
glass
examples



Artwork details

Materials

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

Maintenance (durability and longevity)

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

Processes

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

Community outreach

Process

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

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

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

Community outreach

Examples

- RACC member input and direction
- City of Redmond employees
- Redmond City Council members
- Redmond Historical Society leaders/Steps in Time app
- Redmond Neighborhood blog
- Redmond Library trustees and the library's Small Business Stories interviewees
- Redmond Poet Laureates
- Lake Washington School District principals and DigiPen Institute
- Bear Creek Site and Archaeological Day planner
- Coldwell Banker
- West Coast blogs
- Redmond Kiwanis Club
- Experience Redmond
- Community associations

EVANGELICAL
CHINESE
CHURCH OF
SEATTLE
西雅圖證道堂

MUSLIM
ASSOCIATION
OF PUGET
SOUND

NORTHWESTSH
ARE

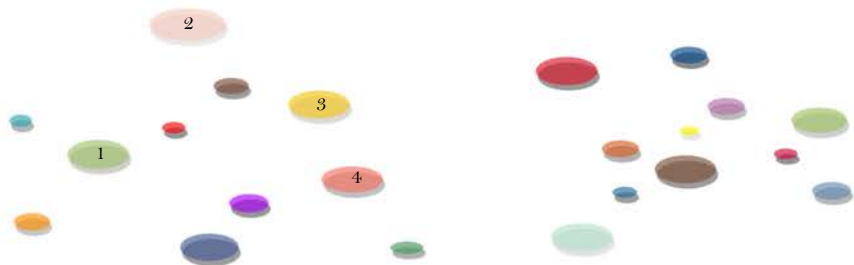
REDMOND
BAHA'I
COMMUNITY

STROUM
JEWISH
COMMUNITY
CENTER

TIMBERLAKE
CHURCH

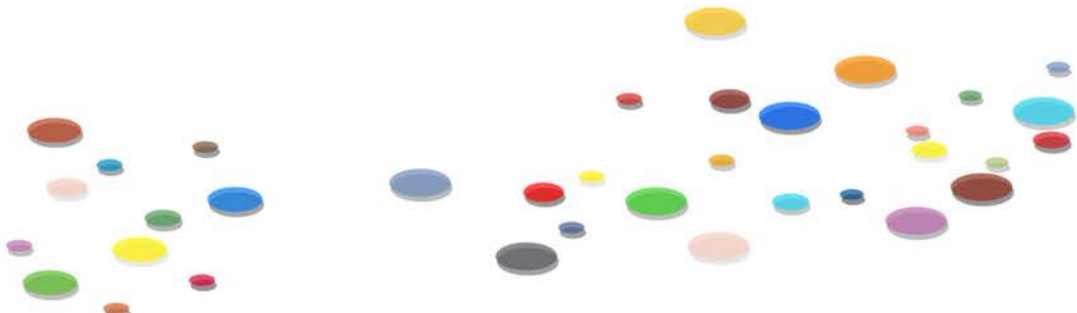
VEDIC
CULTURAL
CENTER

ARTWORK TITLE, 2023 (Connector Wall Artwork Key)



East

- | | | | |
|-----|----------------------|-----|-----|
| 1. | 1880s map of Redmond | 16. | Etc |
| 2. | Redmond Lights | 17. | Etc |
| 3. | Derby Days | 18. | Etc |
| 4. | Maymoor park | 19. | Etc |
| 5. | Haida House Studio | 20. | Etc |
| 6. | Etc | 21. | Etc |
| 7. | Etc | | |
| 8. | Etc | | |
| 9. | Etc | | |
| 10. | Etc | | |
| 11. | Etc | | |
| 12. | Etc | | |
| 13. | Etc | | |
| 14. | Etc | | |
| 15. | Etc | | |



West

- | | | | |
|-----|-----------------|-----|-----|
| 1. | Sammamish River | 14. | Etc |
| 2. | Heritage Tree | 15. | Etc |
| 3. | Cooper's Hawk | 16. | Etc |
| 4. | Coyote | 17. | Etc |
| 5. | Climbing Rock | 18. | Etc |
| 6. | Etc | 19. | Etc |
| 7. | Etc | 20. | Etc |
| 8. | Etc | 21. | Etc |
| 9. | Etc | 22. | Etc |
| 10. | Etc | 23. | Etc |
| 11. | Etc | 24. | Etc |
| 12. | Etc | 25. | Etc |
| 13. | Etc | | |



Site Specific LLC
43300 Carol Dr
Nehalem, OR 97131 US
(503)201-4559
accounts@sitespecificwork.
com
www.sitespecificwork.com

SITE SPECIFIC

Estimate

ADDRESS
City of Redmond
15670 NE 85th Street
Redmond, Washington 97010
USA

ESTIMATE # 1098
DATE 03/10/2022

CONTRACT NUMBER EIN# 47-5096592
RS&CC Connector Wall Public Art -

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

Layers of interest

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

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

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



Color for example only



Thank you

SITE SPECIFIC

43300 Carol Dr
Nehalem, OR 97131
503-201-4559
joe@sitespecificwork.com
www.sitespecificwork.com



Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-099
Type: Consent Item

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

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

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
--------------	-------------	-----------------

TITLE:

Approval of Redmond Senior and Community Center Consultant Supplement 1 with DBecker Consulting, LLC for Construction Administration Services

OVERVIEW STATEMENT:

Staff is requesting approval for DBecker Consulting, LLC's contract supplement for construction administration services for \$534,420.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

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

N/A

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

OUTCOMES:

Approval for the construction administration services supplement will allow construction to begin on schedule.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
See Attachment A - Community and Stakeholder Outreach and Involvement
- **Outreach Methods and Results:**
See Attachment A - Community and Stakeholder Outreach and Involvement
- **Feedback Summary:**
See Attachment A - Community and Stakeholder Outreach and Involvement

BUDGET IMPACT:

Total Cost:
\$48 million

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

Budget Offer Number:
CIP

Budget Priority:
Infrastructure, Healthy and Sustainable, Vibrant and Connected

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

If yes, explain:

Market rates, inflation, and an active construction market continue to drive up construction costs

Funding source(s):

2023-2024 CIP: \$17.116 million

State Capital Adopted Budget: \$1.25million

Surplus Park Impact Fees from 2019-2020: \$1.648 million

Surplus REET from 2019-2020: \$2.486 million

General Fund available cash from the 2019-2020 biennium and the 2021 fiscal year, surplus REET and park impact fees from the 2021 fiscal year: \$9.5 million

Councilmanic bonds: \$16 million

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A - Community and Stakeholder Outreach and Involvement

Attachment B - Council Review Previous Contacts

Attachment C - Consultant Supplement 1 DBecker

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

- **Timeline (previous or planned)**

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

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

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

02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve
06/28/2022	Committee of the Whole – Parks and Environmental Sustainability	Provide Direction



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

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

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

The changes to the agreement are described as follows:

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

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

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit “A” Supplement 1

Item 1 – Revisions to Exhibit A – “Scope of Work”

TASK 1 – PROJECT MANAGEMENT

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

Assumptions:

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

Deliverables:

- Monthly contract status report and invoice

TASK 5 – CONSTRUCTION PHASE SERVICES

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

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

Assumptions:

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

Deliverables:

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

BUDGET - HOURS

Position	2022		2023				2024	Total
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
Const. Manager*	390	390	390	390	390	390	390	2,810**
Admin	260	260	260	260	260	260	260	1,820

* includes hours for both tasks 1 and 5 and assumes approximately 30 hours/week.

** The total 2,810 includes 1,950 hours unused in current contract

EXHIBIT D
CONSULTANT FEE DETERMINATION

Project: Redmond Senior and Community Center Project

NEGOTIATED HOURLY RATES:

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

REIMBURSABLES:

Miscellaneous			Subtotal:	\$ 2,000.00
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SUBCONSULTANT COSTS:

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

			GRAND TOTAL:	\$ 534,420.00
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Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-100
Type: Consent Item

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

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

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
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TITLE:

Approval of Redmond Senior and Community Center Consultant Supplement 2 with Opsi Architecture for Construction Administration Services

OVERVIEW STATEMENT:

Staff is requesting approval for Opsi Architecture's contract supplement for construction administration services for \$1,412,392.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

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

N/A

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

OUTCOMES:

Approval for the construction administration services supplement will allow construction to begin on schedule.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
See Attachment A - Community and Stakeholder Outreach and Involvement
- **Outreach Methods and Results:**
See Attachment A - Community and Stakeholder Outreach and Involvement
- **Feedback Summary:**
See Attachment A - Community and Stakeholder Outreach and Involvement

BUDGET IMPACT:

Total Cost:
\$48 million

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

Budget Offer Number:
CIP

Budget Priority:
Infrastructure, Healthy and Sustainable, Vibrant and Connected

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

If yes, explain:

Market rates, inflation, and an active construction market continue to drive up construction costs

Funding source(s):

2023-2024 CIP: \$17.116 million

State Capital Adopted Budget: \$1.25million

Surplus Park Impact Fees from 2019-2020: \$1.648 million

Surplus REET from 2019-2020: \$2.486 million

General Fund available cash from the 2019-2020 biennium and the 2021 fiscal year, surplus REET and park impact fees from the 2021 fiscal year: \$9.5 million

Councilmanic bonds: \$16 million

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A - Community and Stakeholder Outreach and Involvement

Attachment B - Council Review Previous Contacts

Attachment C - Consultant Supplement 2 Opsis

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

- **Timeline (previous or planned)**

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

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

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

02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve
06/28/2022	Committee of the Whole – Parks and Environmental Sustainability	Provide Direction



Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date 1/21/2021	Completion Date	
Project Title	New Maximum Amount Payable \$		
Description of Work			

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

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

The changes to the agreement are described as follows:

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

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

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A ***Scope of Work***

Project No. **50022024.05.01.02**

June 8, 2022

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

Reference: Redmond Senior and Community Center (RSCC) – **EXHIBIT A**
Proposal for Professional Services Phase 3 – Construction Administration and Close-out
Opsis Project Number (4821-03)

Dear Eric:

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

PROJECT UNDERSTANDING

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

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

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

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

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

DESIGN TEAM

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

Opsis Architecture – Prime Contract, Architect of Record

Johnston Architects – Architectural Support Staff and Construction Administration lead.

Michael Thrailkill – Architectural Specifications

Lund Opsahl – Structural Engineer

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

Herrera – Civil Engineering and Arborist (Tree Monitoring)

Groundswell – Landscape Architect

Little Fish – Lighting Design

Stantec – Acoustical

Halliday Associates – Food Service

Code Unlimited - Code Review

The Shalleck Collaborative – Theater and Audio Visual

Morrison Hershfield – Building Envelope

Mayer/Reed – Signage and Wayfinding

Associate Earth Science Inc. – Earthwork inspections

ESA | Environmental Science Associates – Cultural Resource Monitoring

SCOPE OF WORK

Task 1 – Construction Administration

Opsis Architecture

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Johnston Architects (JA)

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Michael Thrailkill

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

Subtasks and activities during this phase include:

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

Deliverables:

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

- Submittal Reviews

Lund Opsahl

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

Subtasks and activities during this phase include:

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

Deliverables:

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

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

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

Subtasks and activities during this phase include:

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

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

Deliverables:

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

Herrera

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Groundswell

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

Subtasks and activities during this phase include

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

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

Deliverables:

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

LittleFish Lighting

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

Subtasks and activities during this phase include

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

Deliverables:

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

Stantec

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

Subtasks and activities during this phase include

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

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

Deliverables:

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

Halliday Associates

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Code Unlimited

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

Subtasks and activities during this phase include:

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

Deliverables:

- Written responses to questions.

The Shalleck Collaborative

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Morrison Hershfield (M/H)

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

Subtasks and activities during this phase include:

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

Deliverables:

- Action items list

Mayer/Reed (M/R)

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

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Site Monitoring and Inspections

Herrera - Arborist

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

Subtasks and activities during this phase include:

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

Deliverables:

- Initial Arborist Status Report

- Final Arborist Status Report

Associated Earth Science Inc. (AESI)

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

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Environmental Science Associates (ESA)

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

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

Subtasks and activities during this phase include:

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

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

Deliverables:

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

Task 2 – Closeout

Opsis Architecture

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

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

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Lund Opsahl

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

Subtasks and activities during this phase include:

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

Deliverables:

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

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

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

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Herrera

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

Subtasks and activities during this phase include:

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

Deliverables:

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

Groundswell

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

Subtasks and activities during this phase include

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

Deliverables:

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

Halliday Associates

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

Subtasks and activities during this phase include:

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

Deliverables:

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

The Shalleck Collaborative

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

Subtasks and activities during this phase include:

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

Deliverables:

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

PROJECT SCHEDULE

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

Construction Administration

Underground Submittals	(May 18, 2022 – Aug 24, 2022)
Site Development	(June 14, 2022 – Oct 10, 2022)
Structure	(Aug 15, 2022 – Dec 23, 2022)
Enclosure	(Nov 30, 2022 – April 7, 2023)

Pre-Dry Interiors	(Dec 7, 2022 – April 20, 2023)
Post-Dry Interiors	(Feb 27, 2023 – Sept 29, 2023)
Site Improvements	(April 19, 2023 – Sept 8, 2023)
Substantial Completion	(October 6, 2023)

PROJECT CLOSE-OUT

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

FEE

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

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

Sincerely,



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

EXHIBIT A Appendix

SCOPE OF WORK

1. Construction Phase Services

1.1. General

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

1.2. Evaluations of the Work

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

give rise to a duty or responsibility of Architect to the construction contractor, subcontractors, suppliers, their agents, or employees, or other persons or entities performing portions of the Work.

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

1.3. Submittals

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

Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Subject to Architect's performance and observation in accordance with the required standard of care, the Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

- 1.3.4. The Architect shall review and respond to requests for information (RFI) about the Contract Documents. The Architect shall set forth, in the Contract Documents, the reasonable requirements for requests for information. Requests for information shall include, at a minimum, an appropriately detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- 1.3.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the construction contractor in accordance with the requirements of the Contract Documents.
- 1.3.6. The GC/CM will be using Procore to receive and transmit responses to submittals and RFI's. The Architect will have access to the Contractor's Procore system and will use Procore to receive and transmit responses to submittals and RFI's

1.4. Changes in the Work

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

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

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

1.5. Project Completion

1.5.1. As part of its Contract Administration, the Architect in conjunction with the Owner's Representative shall:

1.5.1.1. notify the Owner when Substantial Completion has occurred,

1.5.1.2. in conjunction with the construction contractor, review and approve or revise a punch list reflecting items of completion and correction;

1.5.1.3. comply with the requirements of subparagraph 1.5.2 of this Exhibit; and

1.5.1.4. receive from construction contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the construction contractor.

1.5.2. The Architect's inspections shall be conducted with the Owner and the Owner's Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the construction contractor of Work to be completed or corrected.

1.5.3. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

2. Owner's Responsibilities

2.1. The Owner shall include the Architect in all communications with the construction contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the construction contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

2.2. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the General Conditions of the Contract for Construction from the executed agreement between the Owner and Architect.

Exhibit D
Prime Consultant Cost Computations

Consultant Fee Determination

NEGOTIATED HOURLY RATES

SUBCONSULTANT COSTS (See Exhibit E)	
Johnston Architects	\$479,258
M. Thrailkill Architect	\$1,980
Lund Opsahl	\$96,677
PAE	\$105,715
Herrera	\$30,256
Groundswell	\$30,179
Shalleck Collaborative	\$22,000
LittleFish	\$3,000
Stantec	\$4,250
Halliday Associates	\$5,390
Code Unlimited	\$3,095
Morrison Hershfield	\$28,725
Mayer/Reed	\$7,009
Herrera-Aborist	\$9,474
AESI	\$39,371
ESA	\$39,494
Subtotal:	\$905,873

GRAND TOTAL: \$1,412,392

Consultant Fee Determination

NEGOTIATED HOURLY RATES

GRAND TOTAL: \$479,258

Exhibit D

Consultant Fee Determination

Project Name: Redmond Senior & Community Center
 Project Number: 50022024.05.01.02
 Consultant: Lund Opsahl

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 139%	Fee (Profit) 30%	Total Hourly Rate	Total
Principal	50	\$ 98.15	\$136.43	\$29.20	\$264	\$13,189
Associate Principal	136	\$ 81.28	\$112.98	\$24.18	\$218	\$29,708
Senior Associate		\$ 63.04	\$87.63	\$18.75	\$169	
Associate		\$ 60.75	\$84.44	\$18.07	\$163	
Sr Design Engineer		\$ 46.00	\$63.94	\$13.69	\$124	
Design Engineer	152	\$ 43.14	\$59.96	\$12.83	\$116	\$17,623
Engineer 1	114	\$ 38.50	\$53.52	\$11.45	\$103	\$11,795
Engineer 2		\$ 35.70	\$49.62	\$10.62	\$95.94	
Engineer 3	114	\$ 33.28	\$46.26	\$9.90	\$89.44	\$10,196
Sr CAD/BIM Technician	76	\$ 42.75	\$59.42	\$12.72	\$114.89	\$8,732
CAD/BIM Technician 1	38	\$ 39.00	\$54.21	\$11.60	\$104.81	\$3,983
CAD/BIM Technician 2		\$ 25.00	\$34.75	\$7.44	\$67.19	
Admin	8	\$ 21.00	\$29.19	\$6.25	\$56.44	\$452
Total Hours		688			Subtotal:	\$95,677
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$1,000
Subtotal:						\$1,000
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$96,677

Contingency:

GRAND TOTAL: \$96,677

Exhibit D

Consultant Fee Determination

Project Name: Redmond Senior & Community Center
 Project Number: 50022024.05.01.02
 Consultant: PAE Consulting Engineers

NEGOTIATED HOURLY RATES

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

REIMBURSABLES

Mileage		\$1,500
Reproduction (copies, plots, etc.)		
Miscellaneous		\$500
	Subtotal:	\$2,000

SUBCONSULTANT COSTS (See Exhibit E)

	Subtotal:	
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Total: \$105,715

Contingency:

GRAND TOTAL: \$105,715

Exhibit E

Sub-consultant Cost Computations

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

EXHIBIT E

Subcontracted Work

Project Name: Redmond Senior & Community Center
Project Number: 50022024.05.01.02
Consultant: Opsis Architecture

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

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



Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-101
Type: Public Hearing

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
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TITLE:

Public Hearing on Proposed 2023-2028 Capital Investment Program

OVERVIEW STATEMENT:

This is the first of four public hearings related to the 2023-2024 budget. The purpose of this public hearing is to gather feedback on the proposed 2023-2028 Capital Investment Program, the first two years of which will be incorporated into the 2023-2024 budget that is currently being developed.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
The City is required to hold at least three public hearings during the budget development process: 1) property taxes and other revenue sources; 2) preliminary budget; and 3) final budget. Because the Capital Improvement Program is a critical component of the budget development process, a fourth public hearing is dedicated to it.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
N/A

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-101
Type: Public Hearing

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. AM No. 22-102
Type: Staff Report

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	N/A	N/A
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TITLE:

Model Tenant Protections Ordinance

OVERVIEW STATEMENT:

In April 2022, A Regional Coalition for Housing (ARCH) requested the Mayors and Councils of ARCH member jurisdictions to consider a set of tenant protections to address the economic impacts of rent increases that are anticipated in our region. The ARCH request letter and Executive Board resolution are included with this memorandum as Attachment A.

The federal Department of Housing and Urban Development (HUD) recently released new area median income (AMI) tables that will increase the basis by which rents are calculated for affordable housing programs in the region. Based on preliminary data, ARCH expects that the newest adjustments in the HUD AMI could create rent increases for low-income tenants of up to 16 percent.

The City continues to pursue longer-term strategies to address the shortage of affordable housing consistent with the recommendations contained within the Housing Action Plan (HAP). However, there were also short-term actions in the HAP that included advocacy for state-level eviction reforms; and, Council also identified “increase(d) tenant protections and resources for renters” as a high priority outcome in its [2022 Retreat Priorities](https://redmond.legistar.com/View.ashx?M=F&ID=10648904&GUID=C2AF15FC-1FE1-49BE-8FC4-E163EAD78B42).
<<https://redmond.legistar.com/View.ashx?M=F&ID=10648904&GUID=C2AF15FC-1FE1-49BE-8FC4-E163EAD78B42>>.

With this context in mind, the ordinance included as Attachment B is aimed at addressing the impacts of anticipated rent increases and responds to feedback received from Council and stakeholders at the June 21st Public Safety and Human Services Committee of the Whole and the Business Meeting. The attached ordinance would:

1. Require landlords in most cases to provide a minimum of 120 days written notice of rent increases greater than 3 percent (3%);
2. Establish a cap on fees for late rental payments of 1.5 percent (1.5%) of a tenant’s monthly rent; and,
3. Establish a cap in most cases on move-in fees and security deposits of no more than one month’s rent and allow tenants to pay in installments.

The ordinance included in Attachment B differs from the ARCH model ordinance in the following ways:

1. The tiered notice requirements for rent increases is eliminated in favor of a flat 120-day notice for rent increases in excess of three percent (3%). This change would make the Redmond ordinance consistent with the notice

provisions adopted by King County in 2021. This alignment is intended to decrease confusion for property managers operating in both Redmond and unincorporated King County, and address stakeholder concerns about a patchwork approach to tenant protections.

2. A provision is added which allows tenants to propose an alternative rent due date that aligns with their monthly source of income. This addition will help tenants ameliorate the impacts of late fees and will help landlords secure more timely and reliable rent payments.
3. A sunset clause is included for the ordinance to remain in effect only until new policies are adopted by the City Council to support housing stability for renter households as part of the Comprehensive Plan Update referred to as Redmond 2050, or December 31, 2024, whichever comes first. The sunset clause is intended to provide the City and stakeholders an opportunity to review the effects of the tenant protections while also rising to meet this moment of anticipated significant rent escalation that is likely to cause displacement of tenants in ARCH monitored and naturally occurring rental units.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Tenant protections are a 2022 Council Retreat priority action item.
- **Required:**
Chapter 59.18 RCW Residential Landlord-Tenant Act provides the minimum rights and responsibilities for residential landlords and tenants. Some jurisdictions such as Seattle and Tacoma have adopted additional protections for tenants above and beyond those required under state law.
King County Countywide Planning Policy H-22: Adopt and implement policies that protect housing stability for renter households; expand protections and supports for low-income renters and renters with disabilities. Ratified April 6, 2022, required to be incorporated into the Comprehensive Plan Housing Elements by December 2024.
- **Council Request:**
2022 Council Retreat Priorities were discussed at the Special Council Meeting held on March 15, 2022. Council requests to consider the ARCH recommended model ordinance were received following receipt of the ARCH Letter dated April 20, 2022. During the June 21st Committee of the Whole meeting, Council requested a staff report on recommended tenant protections.
- **Other Key Facts:**
Proposed tenant protections are generally supported by tenants and opposed by landlords. Amendments to the Redmond Municipal Code do not require a public hearing. As a result, any action on an ordinance should be scheduled to follow a regular business meeting where comments on the ordinance can be presented during Items from the Audience.

OUTCOMES:

Based on the updated HUD tables that were released in April, ARCH will be preparing new rent limits for the affordable units that they monitor in member jurisdictions. Once property owners are informed of the new rent limits, they are allowed under their affordable housing covenants to impose rent increases up to the new limits. Under state law, a landlord is required to provide 60 days written notice before such an increase can be imposed.

The attached ordinance would increase the required notification period to 120 days in most cases. This would give tenants additional time to find new housing or take on a roommate if they are not able to bear the cost of the increased rent.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

New rent limits are expected to be released by ARCH following the Executive Board meeting on July 14. Landlords will likely seek to increase rents up to the new limits soon after they go into effect.

- **Outreach Methods and Results:**

Provisions contained in the attached ordinance reflect three tenant protections that ARCH is seeking to have adopted across member jurisdictions. The ordinance presented to Council for consideration advances the protections recommended by ARCH in alignment with the language adopted by King County last year. This approach will begin to create alignment in tenant protections adopted across ARCH member jurisdictions. The King County ordinance was adopted following robust stakeholder outreach, and incorporation of many amendments proposed by the Rental Housing Association of Washington. Redmond will continue the conversation regarding housing stability as part of Redmond 2050, track the effects of any tenant protections that are adopted, and continue to solicit feedback from stakeholders including OneRedmond Government Affairs, the Rental Housing Association of Washington, developers of affordable housing projects, and renters.

- **Feedback Summary:**

Strong opposition has been expressed by developers of housing to the tenant protections. A summary of the comments is provided below.

1. A patchwork of local tenant protections creates confusion for landlords.
2. Housing providers face consequences for failing to pay their costs on time (mortgages, property taxes, insurance, etc.), and they are not given notice 3-6 months in advance of the costs being increased.
3. The model ordinance is overly broad because it applies to all renters, not just those living in MFTE or rent-restricted units.
4. Tenant protections can be viewed as increasing loan risk and can cause unintended consequences that stall housing development (e.g., lender disinterest in markets where tenant protections have been adopted or increased interest rates).
5. The proposed tenant protections have no sunset clause and, without assurances to the contrary, are viewed as a precursor to rent control.

Letters received in response to introduction of the ARCH model ordinance are included in the [June 21 Committee of the Whole <https://redmond.legistar.com/View.ashx?M=A&ID=956218&GUID=FAA80903-937C-48DC-8552-9954CD5A1563>](https://redmond.legistar.com/View.ashx?M=A&ID=956218&GUID=FAA80903-937C-48DC-8552-9954CD5A1563) packet materials regarding this topic.

BUDGET IMPACT:

Total Cost:

This project is being supported by Department of Planning and Community Development staff. Work on tenant protections was not included in the current work program, and the compressed timeline is impacting staff capacity.

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

000250 - Community/Economic Development

Budget Priority:

N/A

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
June 21, 2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
July 19, 2022	Business Meeting	Approve

Time Constraints:

New rent limits are expected to be released by ARCH following July Executive Board meeting on July 14. Landlords will likely seek to increase rents up to the new limits soon after they go into effect.

ANTICIPATED RESULT IF NOT APPROVED:

Anticipated steep rent increases are expected to cause some Redmond renters to move because the increase will result in a cost-burden they are unable to bear. These tenants will be given a 60-day written notice of the proposed rent increase as required by state law. Tenants who can otherwise afford the monthly rent may not be able to enter the Redmond rental market if move-in fees are not capped or allowed to be paid in installments. Tenants on fixed incomes who are not given flexibility on when rent is due and payable are disproportionately burdened by late fees that become a routine portion of their monthly rent.

ATTACHMENTS:

Attachment A: ARCH Letter and Executive Board Resolution

Attachment B: Proposed Ordinance

April 20, 2022

ARCH Member Councils

Dear ARCH Member Mayors and City Councils,

We are writing to update you on the critical issue of rising rents that are significantly affecting affordability in our ARCH communities and share a set of recommended tenant protection policies from the ARCH Executive Board that we hope you will consider. Our goal in sharing these recommendations is to elevate the impacts of rent increases being experienced by renters in our region and encourage ARCH members to move quickly to consider a consistent set of protections focused on the economic impacts of rent increases.

As you know, the influx of high paying jobs into our region has created far reaching ripple effects in the housing market. One of these effects is to increase the basis by which rents are calculated for most affordable housing programs administered in our region, known as the HUD area median income (AMI). Based on preliminary data, ARCH expects that the newest increase in the HUD AMI will create **rent increases for low-income tenants upwards of 16% this year**. This follows a 6.5% increase that many tenants experienced after the state moratorium on rent increases was lifted last year. For a renter in a 2BR apartment, this could be the equivalent of a \$330 monthly rent increase.

Based on HUD data that was just published on April 19, ARCH is now required to prepare new rent limits and inform property owners, who are then allowed under the covenants to impose rent increases up to the new limits. Under current state law, a tenant would only have 60 days' notice before such an increase would take effect. This will have significant and immediate impacts on tenants, who you may hear from in the coming months.

These rent increases could not come at a worse time, with pressures from inflation compounding the impact of high housing costs, and King County's rental assistance fund soon to be exhausted. These increases will directly impact renters in the 1,843 affordable rental apartments currently monitored by ARCH, which are located in Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Newcastle, Redmond, Sammamish and unincorporated King County. Further, the impacts of rent increases are not unique to affordable housing tenants, with rents surging 15% in the last year in East King County, and 13% in the broader Puget Sound.

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS
POINT ♦ ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER
ISLAND ♦ NEWCASTLE ♦ REDMOND ♦ SAMMAMISH ♦ WOODINVILLE ♦ YARROW
POINT ♦ KING COUNTY

While we are pursuing longer-term strategies to address the shortage of affordable housing, we also know that other safety nets can make a critical difference to households faced with large rent increases. In light of these circumstances, the **ARCH Executive Board approved the attached Resolution 2022-01, which includes a set of recommended policies aimed at mitigating the impacts of rent increases and encouraging consistency in local regulations in our region.** The primary recommendations are:


- a. Require landlords in most cases to provide a minimum of 120 days' written notice of rent increases greater than 3%, and 180 days' notice of rent increases greater than 10%.
- b. Establish a cap on fees for late rental payments of at 1.5% of a tenant's monthly rent.
- c. Establish a cap in most cases on move-in fees and security deposits of no more than one month's rent and allow tenants to pay in installments.

While city councils may wish to take more time to consider a much broader set of tenant protection measures, ARCH encourages your timely consideration of the three policies identified in the resolution.

We appreciate your ongoing commitment to promoting and preserving housing affordability and stability in our region. ARCH staff are ready to provide support and technical assistance to jurisdictions taking up these measures, including sharing information from other jurisdictions who have already enacted similar measures, or preparing sample ordinances for review. Please don't hesitate to contact us with any questions.

Sincerely,


Kurt Triplett
Executive Board Chair


Lindsay Masters
Executive Director

RESOLUTION NO. 2022-01

A RESOLUTION OF THE EXECUTIVE BOARD OF A REGIONAL COALITION FOR HOUSING (ARCH), MAKING RECOMMENDATIONS CONCERNING LOCAL TENANT PROTECTION POLICIES AND LAWS FOR CONSIDERATION BY ARCH MEMBER JURISDICTIONS.

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Interlocal Agreement (ILA) establishes a common purpose among ARCH members of acting cooperatively to formulate affordable housing goals and policies; and

WHEREAS, the ARCH ILA establishes an Executive Board with responsibility for providing recommendations to ARCH member jurisdictions regarding local and regional affordable housing policies; and

WHEREAS, recent Census data estimated that 25,870 renter households in ARCH member jurisdictions are cost-burdened, paying more than 30% of income toward housing costs, and 12,550 renter households are severely cost-burdened, paying more than 50% of income toward housing costs; and

WHEREAS, local rental assistance programs are finite and have exhausted or nearly exhausted available resources for renters, and such programs are often limited to tenants who have received eviction notices; and

WHEREAS, residents of affordable rental housing created by ARCH member jurisdictions' policies and programs are subject to annual rent increases, based on changes in the area median income (AMI) as published by the Department of Housing and Urban Development (HUD); and

WHEREAS, such residents will be subject to significant expected rent increases in 2022, which are anticipated to create significant cost burdens, economic displacement and other negative impacts;

NOW, THEREFORE, the ARCH Executive Board resolves as follows:

Section 1. Findings

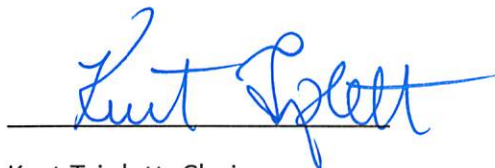
The Executive Board finds that preserving and promoting housing affordability and stability for existing residents living within ARCH member jurisdictions is an immediate and high priority. Further, the Executive Board finds that it is in the shared interests of ARCH member jurisdictions to advance common policies promoting and preserving housing affordability and stability, including policies establishing certain legal protections for tenants, and that such policies are urgently needed to help to mitigate the impact of significant rent increases expected this year and in coming years.

Section 2. Recommendations

The Executive Board recommends that ARCH member jurisdictions consider adopting consistent local measures that at a minimum establish the following tenant protections:

- a. Notice of Rent Increase. Require landlords to provide a minimum of 120 days' written notice of rent increases greater than 3%, and 180 days' notice of rent increases greater than 10%, except in subsidized housing where rent is set based on the income of the tenant.
- b. Limits on Late Fees. Establish a cap on fees for late payment of rent at 1.5% of a tenant's monthly rent.
- c. Limits on Move-In Fees. Establish a cap on move-in fees and security deposits of no more than one month's rent except in subsidized tenancies where rent is set based on the income of the tenant, and allow tenants to pay in installments.

Approved this 14th day of April, 2022.



Kurt Triplett, Chair

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, CREATING A NEW CHAPTER 9.54 OF THE
REDMOND MUNICIPAL CODE TO ADOPT TENANT
PROTECTIONS INCREASING NOTICE FOR RENT
INCREASES, CAPPING LATE FEES, CAPPING MOVE-IN
FEES AND DEPOSITS, AND AUTHORIZING TENANT
PAYMENT PLANS; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, over the past several years rents in East King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) ("*Affordable Housing Task Force Final Report*"), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, renters occupy approximately 50 percent of the housing units located in Redmond and almost 14 percent of those renters are cost burdened or severely cost burdened; and

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to “[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness”;³ and

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Interlocal Agreement (ILA) establishes a common purpose among ARCH members of acting cooperatively to formulate affordable housing goals and policies; and

WHEREAS, recent Census data estimated that 25,870 renter households in ARCH member jurisdictions are cost-burdened, paying more than 30 percent of income toward housing costs, and 12,550 renter households are severely cost-burdened, paying more than 50 percent of income toward housing costs; and

WHEREAS, local rental assistance programs are finite and have exhausted or nearly exhausted available resources for renters, and such programs are often limited to tenants who have received eviction notices; and

WHEREAS, residents of affordable rental housing created by ARCH member jurisdictions’ policies and programs are subject to annual rent increases, based on changes in the area median income

³ *Id.* at 8.

(AMI) as published by the Department of Housing and Urban Development (HUD); and

WHEREAS, residents of naturally occurring affordable housing that exists in Redmond are not protected by ARCH restrictive covenants governing annual rent increases and cost burden analysis; and

WHEREAS, the residents of ARCH monitored housing and naturally occurring affordable housing in Redmond will be subject to significant expected rent increases in 2022, which are anticipated to exacerbate cost burdens, and create economic displacement and other negative impacts; and

WHEREAS, the ARCH ILA establishes an Executive Board with responsibility for providing recommendations to ARCH member jurisdictions regarding local and regional affordable housing policies; and

WHEREAS, at its April 14, 2022, meeting, the ARCH Executive Board adopted Resolution 2022-01 providing for recommendations to ARCH members to adopt the following tenant protections: 1) increased notice of rent increases; 2) cap on late fees; 3) cap on move in fees and deposits, and an allowance to pay in installments; and

WHEREAS, the City Council desires to create a new Chapter 9.54 of the Municipal Code to adopt the recommended tenant protections, and finds that such adoption is in the best interests

of the residents of Redmond and will promote the public health, safety and welfare of the City; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and regulatory authority derived from Wash. Const. art. XI, Section 11.

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. New Chapter 9.54 of the Redmond Municipal Code Adopted. The City Council hereby creates Chapter 9.54 of the Redmond Municipal Code as set forth below.

Chapter 9.54 TENANT PROTECTIONS

Sections:

9.54.010 Definitions.

9.54.020 Applicability.

9.54.030 Notice of Rent Increase.

9.54.040 Move in fees and security deposits - limits - exceptions - payments by tenants.

9.54.050 Late fees - limits.

9.54.060 Late fees - specification of dates - notice - accommodation request not excuse for refusal to enter rental agreement.

9.54.070 Provisions in violation of restrictions null and void; exemption.

9.54.080 Rental agreement that waives tenant's remedies prohibited - Exception.

9.54.090 Violation of chapter by landlord - liability.

9.54.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

B. "Landlord" has the same meaning as RCW [59.18.030](#)(16), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#). At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

C. "Rental agreement" or "lease" has the same meaning as RCW [59.18.030](#)(30), as may be amended. At the time of the

passage of the ordinance codified in this chapter, the RLTA defined "rental agreement" as all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

D. "Subsidized housing" has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "subsidized housing" as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. "Tenant" has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#), and RCW 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "tenant" as any person who is

entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defined "tenant" as any person, except a transient, who rents a mobile home lot.

9.54.020 Applicability.

9.54.030 through 9.54.090 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

9.54.030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than one hundred twenty (120) days' written notice for rent increases greater than three percent (3%).

B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

9.54.040 Move in fees and security deposits - limits - exceptions - payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the

tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the housing choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move-in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

9.54.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

9.54.060 Late fees - specification of dates - notice - accommodation request not excuse for refusal to enter rental agreement.

Rental agreements shall include a provision stating that when late fees may be assessed after rent becomes due, the tenant may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall agree to such a proposal if it is submitted in writing and the tenant

can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the rental agreement. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant requests such accommodations.

9.54.070 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of 9.54.030 through 9.54.060 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

9.54.080 Rental agreement that waives tenant's remedies prohibited - Exception.

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and

2. The agreement may not appear in a standard form written *lease* or *rental agreement*; and

3. There is no substantial inequality in the bargaining position of the two parties; and

4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections (B) (1), (2) and (3) of this section.

9.54.090 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

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

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary

thereof, in the City's official newspaper, or as otherwise provided by law.

Section 5. Sunset. This ordinance shall remain in effect until new policies and associated regulations are adopted by the City Council to support housing stability for renter households as part of the Comprehensive Plan Update referred to as Redmond 2050, or December 31, 2024, whichever comes first. Upon adoption of such Comprehensive Plan policies and associated regulations or on December 31, 2024, this ordinance and the RMC chapter adopted herein, shall be automatically repealed without further action of the City Council.

ADOPTED by the Redmond City Council this _____ day of _____,
2022.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL D. XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/5/2022
Meeting of: City Council

File No. SPC 22-074
Type: Executive Session

Labor Negotiations [RCW 42.30.140(4)(b)] - 20 minutes