City of Redmond

Redmond
WASHINGTON

Agenda

Business Meeting

Tuesday, August 16, 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
Jeralee Anderson
David Carson
Steve Fields
Varisha Khan
Melissa Stuart

REDMOND CITY COUNCIL
AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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 They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance.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

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

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

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

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:
http://www.redmond.gov/CouncilMeetings

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:
Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

A. PRESENTATION: Cascade Water Alliance 2022 Chief Executive Officer (CEO) Annual Report

Attachment A: Presentation

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: July 19, 2022, Regular Business Meeting, and July 26, 2022, and August 9, 2022, Special Meetings (recordings are available at Redmond.gov/rctv)

Regular Meeting Minutes for July 19, 2022
Special Meeting Minutes for July 26, 2022
Special Meeting Minutes for August 9, 2022, 6:30 p.m.
Special Meeting Minutes for August 9, 2022, 7 p.m.
Special Meeting Minutes for August 9, 2022, 7:30 p.m.

2. Approval of Payroll/Direct Deposit and Claims Checks

Council Payroll Check Approval Register, July 29, 2022
Payroll Check Approval Register, July 25, 2022
Payroll Check Approval Register, August 10, 2022
Check Approval Register, August 16, 2022

3. **AM No. 22-104** Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and Teamsters Local No. 117 representing Law Enforcement Officers

a. Ordinance No. 3088: An Ordinance of the City of Redmond, Washington, Amending the 2022 and 2023 P Pay Plan for Employees Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers

Department: Human Resources

Attachment A: Redline of 2022-2024 Teamsters LEOs Collective Bargaining Agreement
Attachment B: Summary of Major Changes to Teamsters LEOs Contract
Attachment C: Ordinance Amending 2022 and 2023 Pay and Pay Plans
Attachment D: Memorandum of Understanding - Performance Appreciation Pay
Exhibit 1: 2022 Teamsters LEOs PAY PLAN P
Exhibit 2: 2023 Teamsters LEOs PAY PLAN P

Legislative History

7/19/22	City Council	referred to the City Council

4. **AM No. 22-116** Approval of the Extension of the NE 60th Street Full Closure

Departments: Planning and Community Development, Public Works

Legislative History

3/1/22	Committee of the Whole - Planning and Public Works	referred to the City Council
3/15/22	City Council	approved

5. **AM No. 22-117** Approval of the Planning Commission's Municipal Code and Rules of Procedure Revisions

a. Ordinance No. 3092: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal

Code Chapter 4.43, Planning Commission, to Update and Clarify Authority and Duties, Composition, and Term of Office

b. Resolution No. 1561: A Resolution of the City Council of the City of Redmond, Washington, Approving Updated Rules of Procedure for the Planning Commission

Department: Planning and Community Development

Attachment A: Ordinance Amending RMC 4.43, Planning Commission
Attachment B: Resolution Approving Planning Commission Rules of Procedure
Attachment C: Planning Commission Rules - May 2022

Legislative History

8/9/22	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

6. **AM No. 22-118** Approval of Three New DISH Wireless LLC Telecommunications Facilities Leases

Department: Finance

Attachment A: DISH Telecommunications Facilities Lease at Hartman Park Water Tank
Attachment B: DISH Telecommunications Facilities Lease at Redmond Ridge/Novelty Hill Water Tank
Attachment C: DISH Telecommunications Facilities Lease at Southeast Redmond Water Tank

Legislative History

8/9/22	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

7. **AM No. 22-119** Approval of Consultant Agreement with Perteet, in the Amount of $709,638, for Engineering Services for the 70th Street Improvements (Redmond Way to 180th) Project

Department: Planning and Community Development

Attachment A: Vicinity Map
Attachment B: Draft of A&E Professional Services Agreement

Legislative History

8/9/22	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

8. **AM No. 22-120** Acceptance of the FHWA Grant Funds for the 70th Street Improvements (Redmond Way to 180th) Project
Department: Planning and Community Development

Attachment A: Project Vicinity Map
Attachment B: PSRC Grant Funding Award Letter

Legislative History

8/9/22	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

9. **AM No. 22-121** Approval of Emergency Services Operating Agreement Between the City of Redmond and King County Fire Protection District 34 - January 1, 2023, to December 31, 2027
Department: Fire

Attachment A: 2023-2027 Emergency Services Operating Agreement

Legislative History

7/19/22	Committee of the Whole - Public Safety and Human Services	referred to the City Council

10. **AM No. 22-122** Confirmation of Appointment of New Human Services Commission Member
Department: Executive

Legislative History

8/9/22	City Council	referred to the City Council

11. **AM No. 22-123** Confirmation of Appointment of New Library Board of Trustees Member
Department: Executive

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 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.

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1. **AM No. 22-124** 2023-2024 Biennial Budget Public Hearing on the Capital Investment Program (CIP)
Department: Finance

Attachment A: PowerPoint Presentation 6.14.2022
Attachment B: PowerPoint Presentation 6.28.2022
Attachment C: Proposed General Government Capital Investment Projects
Attachment D: Proposed Utility Capital Investment Projects

B. Reports

1. Staff Reports

a. **AM No. 22-125** Sound Transit Light Rail Quarterly Briefing - Projects Status and Progress
Department: Planning and Community Development

Attachment A: Presentation

b. **AM No. 22-126** Provide Direction on Temporary Construction Dewatering (TCD) Interim Limitations
Department: Public Works

Attachment A: RMC 13.25 Proposed Amendments
Attachment B: Presentation

Legislative History

7/5/22	Committee of the Whole - Planning and Public Works	referred to the City Council

c. **AM No. 22-127** Redmond Senior & Community Center Budget Update
Department: Parks and Recreation

Attachment A: Community and Stakeholder Outreach and Involvement
Attachment B: Council Review Previous Contacts

2. Ombudsperson Report
Carson

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. **AM No. 22-128** Redmond Senior & Community Center Naming Recommendation from the Parks & Trails Commission
Department: Parks and Recreation

Attachment A: Resolution No. 1516
Attachment B: RSCC Questionnaire Response Report
Attachment C: Why Red Oak

Legislative History

7/26/22	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council
File No. SPC 22-091
Type: Special Orders of the Day

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

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Amanda Balzer	Utility Supervisor
Public Works	Jessica Atlakson	Environmental Geologist
Public Works	Steve Flude	Deputy Director

TITLE:
PRESENTATION: Cascade Water Alliance 2022 Chief Executive Officer (CEO) Annual Report

OVERVIEW STATEMENT:
Cascade Water Alliance's mission is to provide water supply to meet current and future needs of its members in a cost-effective and environmentally responsible manner through partnerships, water efficiency programs, acquiring, constructing, and managing water supply infrastructure, and fostering regional water planning.

The 2022 Cascade Water Alliance CEO presentation will cover the following:

- Cascade Overview
- Financial Overview
- 2023/2024 Budget and Rates

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Utilities Strategic Plan, Water System Plan
- **Required:**
  N/A
- **Council Request:**

N/A

- **Other Key Facts:**

The City of Redmond - along with the Cities of Bellevue, Issaquah, Kirkland and Tukwila, and the Sammamish Plateau Water and Skyway Water & Sewer District - joined in 1999 to form Cascade Water Alliance (CWA). CWA is a municipal corporation that provides a safe, clean, reliable water supply to its 380,000 residences and more than 20,000 businesses. City of Redmond purchases approximately 60% of its drinking water from CWA. The other 40% is produced from the City's five municipal supply wells. Membership in CWA ensures long-term water supply for Redmond customers.

Redmond is an active member of CWA.

- Mayor Birney serves on the Board and Chairs the Public Affairs Committee.
- Councilmember Anderson serves as an alternate on the Board and Chairs the Finance Management Committee.
- Staff serve on CWA staff committees and attend the Resource Management Committee, Public Affairs Committee, and the Finance Management Committee.

OUTCOMES:
Receive information on 2023-2024 proposed Cascade Water Alliance rates and budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
N/A

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/7/2021	Business Meeting	Receive Information

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: Cascade Water Alliance Presentation

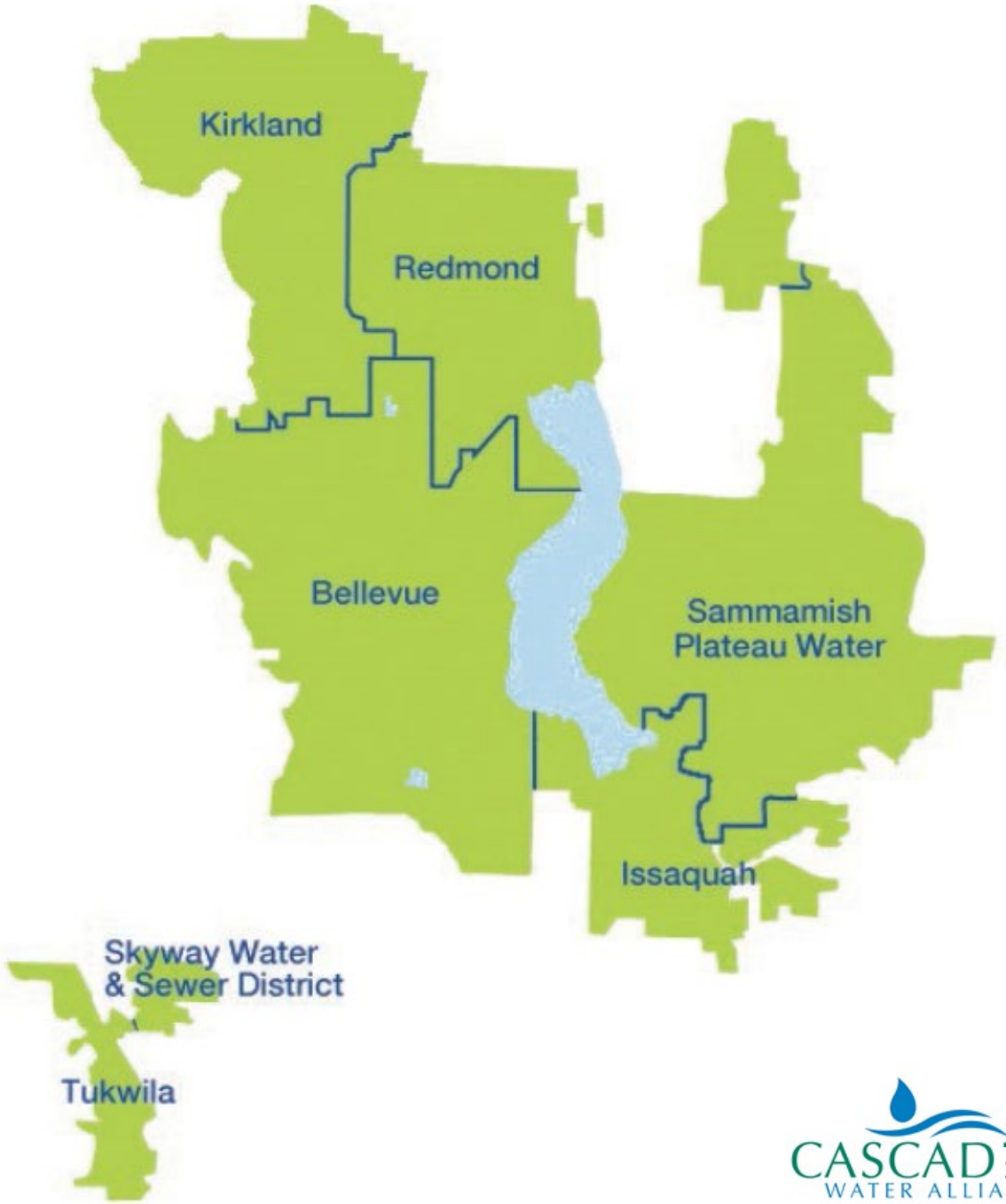
Cascade Water Alliance

2023-2024 Proposed Budget & Rates

Informational Briefing to Redmond City Council

Cascade Water Alliance

- One of the “big four” water suppliers.
- Seven member agencies.
- Serves 380,000 people, 20,000 businesses.
- Governed by Board of Directors of members’ elected officials.
- Contracted water supply from Seattle declines in 2039, ends in 2063.
- Lake Tapps acquired as future source.



CASCADE WATER ALLIANCE

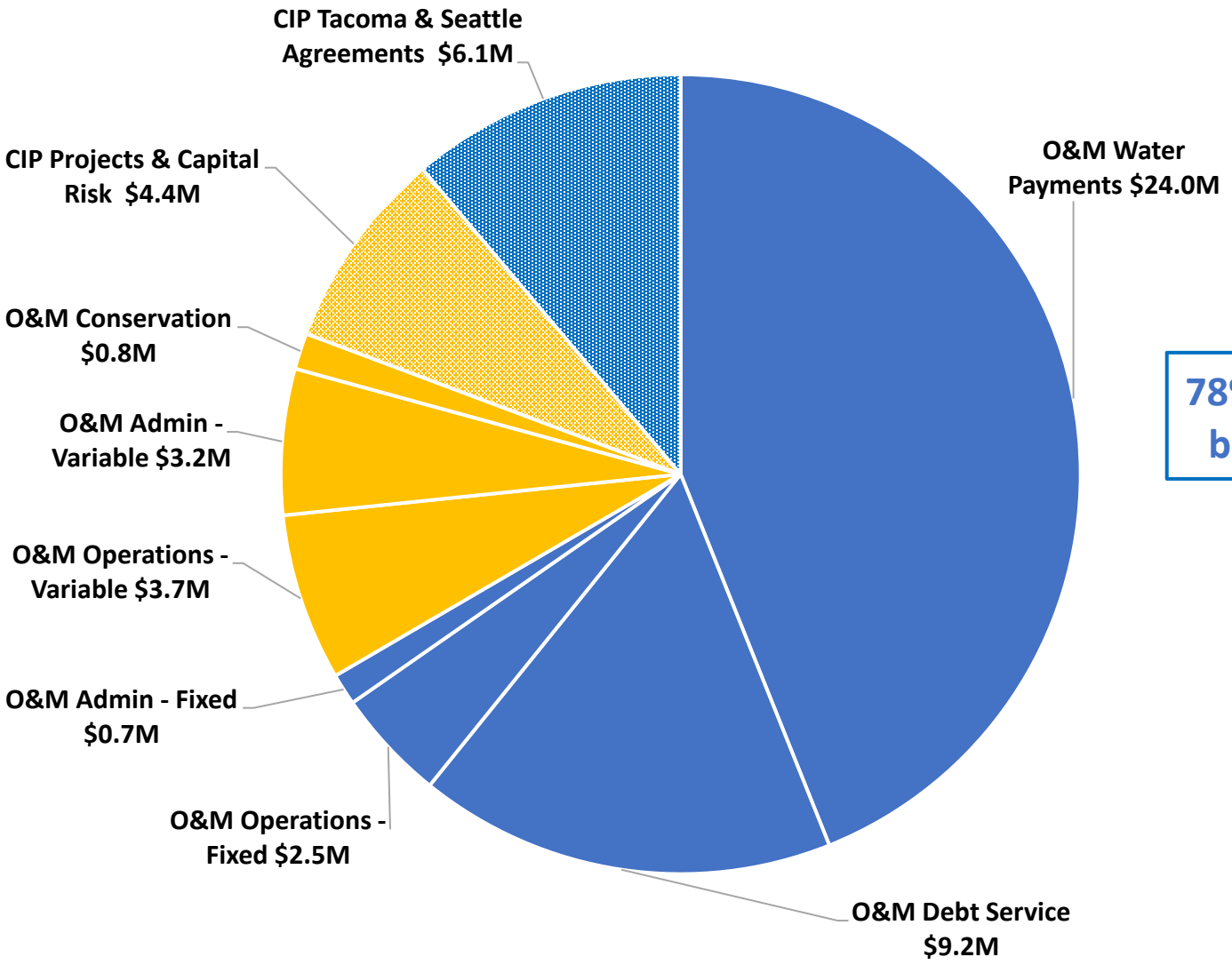
Strategic Plan Goals

Proposed budget and rates implement Strategic Plan:

- Optimize assets.
- Ensure flexibility, certainty and resiliency of future supply.
- Protect the natural environment.
- Lead, influence regional water issues.
- Provide cost-effective services.
- Address emergent issues.

Proposed 2023 Budget ($54.5M)

22% of Cascade's budget is variable

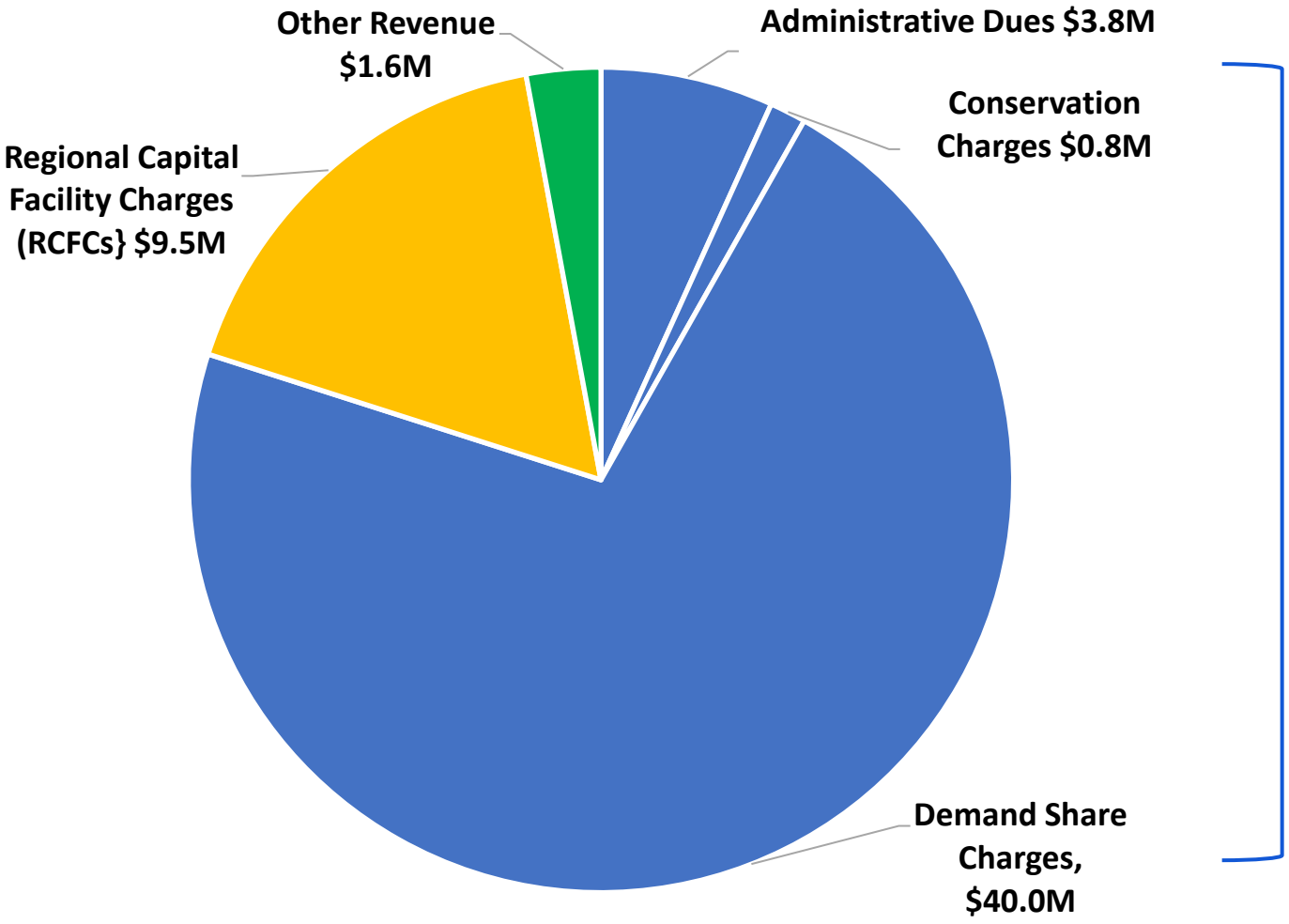


78% of Cascade's budget is fixed

Proposed 2023 - 2024 Budget

Program	2022 Adopted	2023 Proposed	2024 Proposed
Operations & Maintenance (O&M)			
Administration	$3.9M	$3.9M	$3.8M
Conservation	$0.8M	$0.8M	$0.8M
Operations	$5.7M	$6.1M	$6.4M
Debt Service	$9.8M	$9.2M	$10.8M
Water Payments	$22.7M	$24.0M	$24.4M
O&M Total Budget	***$42.9M***	***$44.0M***	***$46.2M***
Capital Improvement Program (CIP)			
CIP Projects & Capital Risk	$3.1M	$4.4M	$2.2M
Tacoma and Seattle Agreements	$6.0M	$6.1M	$11.2M
CIP Total Budget	***$9.1M***	***$10.5M***	***$13.4M***
Grand Total Budget	**$52.0M**	**$54.5M**	**$59.6M**

Proposed 2023 Revenue ($55.7M)



Member Charges $44.6M

Administrative $3.8M
Conservation $0.8M
Demand Share $40.0M

Proposed 2023 - 2024 Revenue

Revenue Source	2022 Adopted	2023 Proposed	2024 Proposed
Member Charges	**$43.6M**	**$44.6M**	**$45.5M**
Administrative Dues	*$3.7M*	*$3.8M*	*$3.7M*
Conservation Charges	*$0.7M*	*$0.8M*	*$0.8M*
Demand Share Charges	*$39.1M*	*$40.0M*	*$41.0M*
Regional Capital Facility Charges (RCFC)	**$7.1M**	**$9.5M**	**$9.9M**
Other Revenue	**$1.2M**	**$1.6M**	**$1.7M**
Total Revenue	**$51.9M**	**$55.7M**	**$57.2M**

Member charges are proposed to increase by 2.20% in 2023 and 2.20% in 2024.

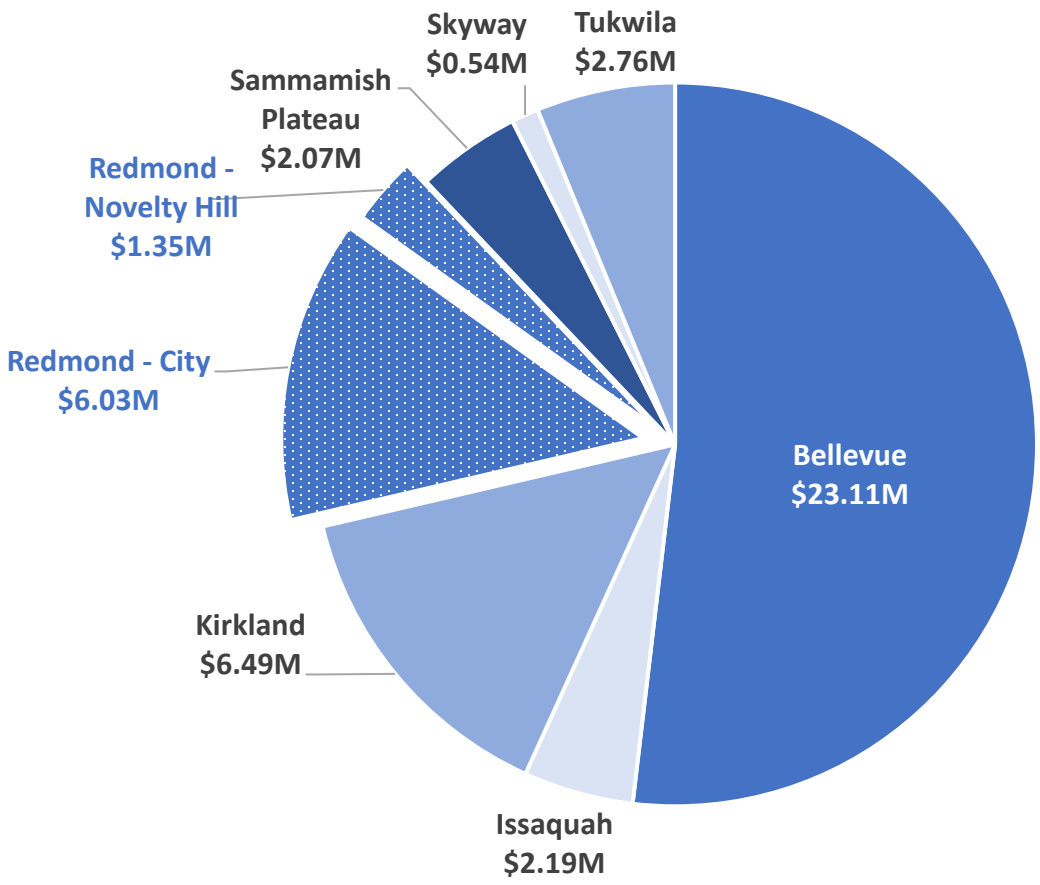
Proposed 2023-2024 Member Charge Revenue Increases

Breakdown of Proposed Increase	2023 $ Change from Prior Year	2023 % Change from Prior Year	2024 $ Change from Prior Year	2024 % Change from Prior Year
Total Revenue Increase	**$959K**	**2.20%**	**$980K**	**2.20%**
O&M				
Water Payments	$988K	2.27%	$909K	2.04%
Operating Expenses*	$683K	1.57%	$274K	0.61%
Administration and Conservation*	$84K	0.19%	($63K)	-0.14%
Debt Service	($576K)	-1.32%	$1,596K	3.58%
CIP				
Rate Funded R&R	$60K	0.14%	$67K	0.15%
Contribution to WSDF	-	-	$446K	1.00%
Other				
Change in Miscellaneous Revenues	($32K)	-0.07%	($29K)	-0.06%
Rate Smoothing	($248K)	-0.57%	($2,219K)	-4.98%

**Expenses are adjusted to exclude irregular expenses funded through reserve accumulation and related used of reserves.*

Proposed Member Payments & Bill Impacts

2023 Payments ($44.6M)

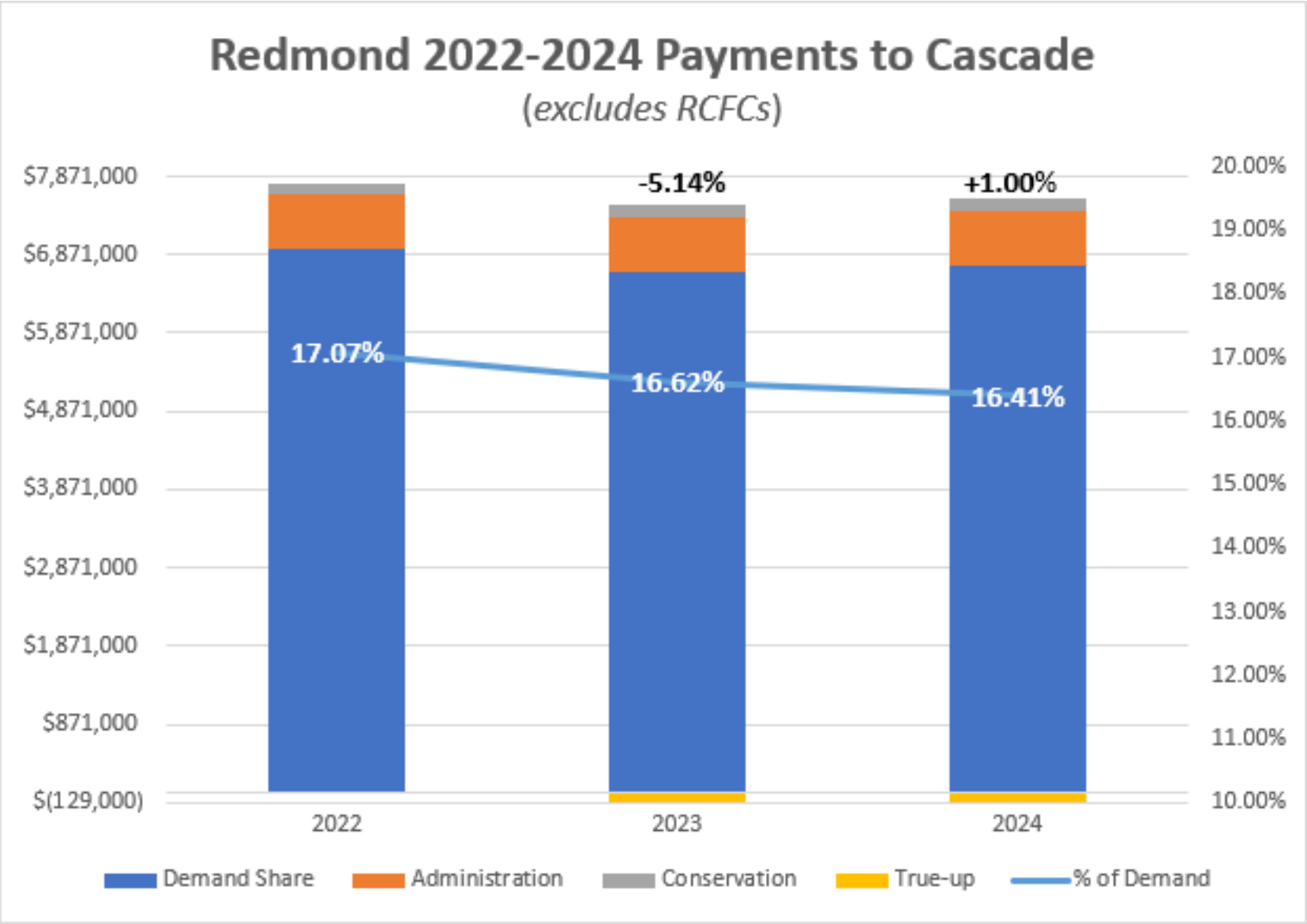


Payment to Cascade	2022 Charges	2023 Charges	Change from 2022	2024 Charges	Change from 2023
Redmond - *City*	$7.78M	$6.03M	*-5.14%*	$6.07M	0.68%
Redmond - *Novelty Hill*	$0	$1.35M	n/a	$1.38M	2.43%
Total	**$7.78M**	**$7.38M**	***-5.14%***	**$7.45M**	**1.00%**

Estimated Customer Bill Impact per CERU	2023 Monthly Impact Per CERU	2024 Monthly Impact Per CERU
Redmond - *City*	*($0.99)*	$0.12
Redmond - *Novelty Hill*	*($0.99)*	$0.61

CERU = Cascade Equivalent Residential Unit

Proposed Redmond Payments



Actions Taken to Minimize Member Payments

Expenditure Reductions

- Limited inflation to a few items.
- Cut 2023 O&M by $581K.
- Reduced $580K in debt service from prior refunding.
- Kept interest payments lower by maintaining AAA bond rating.

Other

- Used operating reserves to fund SPU true-up and major infrequent expenses.
- Generated shared benefits funds for WSDF.
- Generated new source of revenue by installing Powerhouse solar panels.

Upcoming Board Decisions

Member Charge Proposal

Revenue increase of 2.2% per year and related member charges.

RCFC Proposal

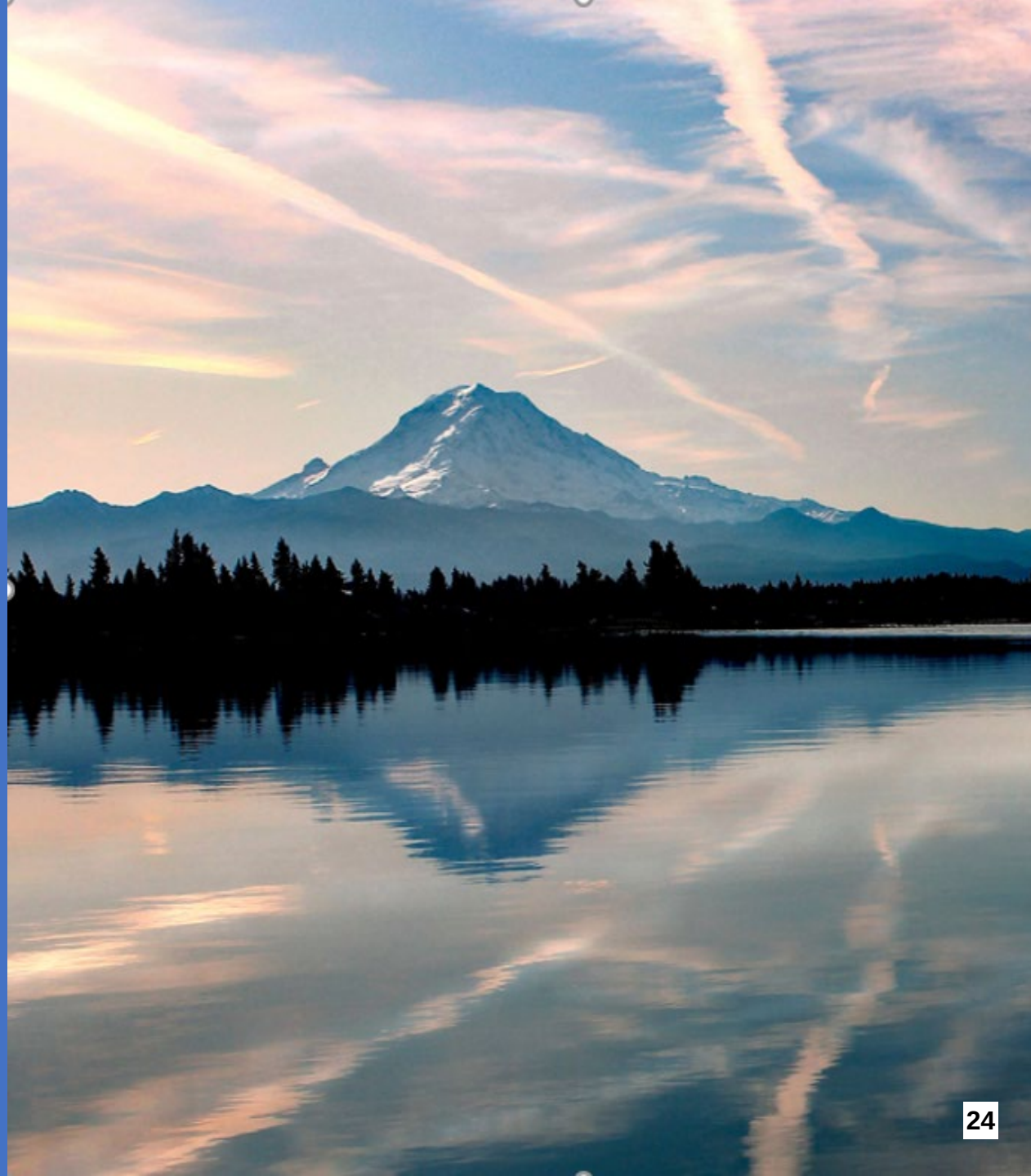
Increase RCFC from $6,950 to $7,201 in 2023 and $7,454 in 2024.

Terms of Member Charges and RCFCs Proposal

Continue to adopt two years of member charges and RCFCs.

Thank you for your time.

Any questions?



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. SPC 22-084
Type: Minutes

Approval of the Minutes: July 19, 2022, Regular Business Meeting, and July 26, 2022, and August 9, 2022, Special Meetings (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, Forsythe, Khan, Kritzer and Stuart.

SPECIAL ORDERS OF THE DAY

A. PROCLAMATION: Derby Days Appreciation

Mayor Birney read the proclamation into the record and presented it to Paul Dietz.

ITEMS FROM THE AUDIENCE

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

- Kelli Refer – in support of the Vision Zero resolution;
- Kraig Peck, Daly Leittuada, Chandra Goka, Morgan Grobin – in support of tenant protections;
- Fernando Medina Corey – in support of tenant protections, issues in policing, and Homegrown unionizing;
- Matt Gleason – in support of tenant protections and issues in policing;
- David Morton – lowering greenhouse emissions through improving technology;
- Zane Smith – petitioned to Homegrown to unionize to afford healthcare and a living wage; and
- Rosemarie Ives – preserving open space at the Redmond Town Center and in opposition to the public safety levy.

CONSENT AGENDA

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

MOTION: Councilmember Forsythe moved to amend the Consent Agenda by removing item 4 and moving New Business item D to the Consent Agenda. The motion was seconded by Councilmember Anderson.

VOTE: The motion to amend the agenda passed without objection. (7 – 0)

1. Approval of the Minutes: July 5, 2022, Regular Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#132888 through #132894
#1463 through #1463

$5,888.17

#187320 through #187363
#132895 through #132649
#1464 through #1468

$3,918,878.26

CLAIMS CHECKS:

#440242 through #440513

$2,896,566.53

3. AM No. 22-103[1]: Adoption of a Resolution Endorsing Vision Zero
   a. Resolution No. 1559: A Resolution of the City Council of the City of Redmond, Washington, Endorsing Vision Zero to Strive to Achieve Zero Traffic Deaths and Serious Injuries on Redmond Streets and Directing the Administration to Review the Comprehensive Plan and Transportation Master Plan to Determine what Updates, Revisions, or Additional Policies are Warranted to Advance Redmond's Vision Zero Goals

4. AM No. 22-104[2]: Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and Teamsters Local No. 117 representing Law Enforcement Officers and Adoption of an Ordinance Amending the 2022 and 2023 Pay Plan
   a. Ordinance No. 3088: An Ordinance of the City of Redmond, Washington, Amending the 2022 and 2023 P Pay Plan for Employees

[1] Council Vice President Kritzer and Councilmember Anderson commented on this item.
[2] This item was pulled from the Consent agenda and was not considered at this meeting.

Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers

5. AM No. 22-105: Acceptance of King County WaterWorks Grant for the Tosh Creek Watershed in the Amount of $55,500

6. AM No. 22-106: Approval of an Ordinance for Revisions to Redmond Municipal Code (RMC) 15.04 Flood Control
   a. Ordinance No. 3089: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC)15.04 Flood Control, to Clarify that All New Substantially Improved or Reconstructed Buildings Within the 100 Year Floodplain Must be Constructed so that the Lowest Inhabitable Floor and Mechanical Equipment are At Least One Foot Above the "Base Flood Elevation (BFE)"

7. AM No. 22-107: Award Bid and Approve Consultant Services Agreement Supplement 1 for Water Pressure Reducing Valve (PRV) Replacements

8. AM No. 22-108[3]: Approval of Unauthorized Tree Removal Penalties and Updated Tree Replacement Base Fees
   a. Ordinance No. 3090: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Chapter 1.14, Enforcement and Penalties, and Amending Tree Replacement Base Fees on the Planning Department Fees Schedule; Providing for Severability and Establishing an Effective Date

9. AM No. 22-109: Approve Final Contract with Ohno Construction in the Amount of $1,634,974, and Accept Construction for the Westside Park Renovation Project

10. AM No. 22-110: Award of Bid to CDK Construction Services, Inc., in the Amount of $720,195, for the Redmond Maintenance

[3] Council Vice President Kritzer commented on this item.

DRAFT

Operations Center Plumbing and ADA Upgrades Project and Increase the Total Funding for this Project from $550,000 to $1,132,632

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

Mayor Birney read the ordinance and resolution titles into the record.

HEARINGS AND REPORTS

STAFF REPORT

A. AM NO. 22-111: Redmond 2050 Quarterly Update - Third Quarter

Carol Helland, Director of Planning and Community Development, introduced this item and staff provided a report and responded to Councilmember inquiries.

OMBUDSPERSON REPORT

Councilmember Anderson reported receiving resident contacts regarding: public safety levy; tenant protections; town center amendment; red oak tree removal; and Redmond 2050 public meeting locations.

Councilmember Stuart reported receiving resident contacts regarding: volunteer opportunities; growth; trees; support for black and white police cruisers; and the Derby Days drone show.

Councilmember Forsythe reported receiving resident contacts regarding: public safety levy and safety of rides at Derby Days.

Councilmember Khan reported receiving resident contact regarding supporting Homegrown worker protections.

COMMITTEE REPORTS

Councilmember Forsythe provided the following committee reports:

- Eastrail; and
- Committee of the Whole – Finance, Communications and Administration.

Councilmember Kritzer provided the following committee reports:

- Kokanee Recovery Work Group and WRIA 8; and
- Sound Cities Association Public Issues Committee.

DRAFT

Councilmember Anderson reported the following:

- Council meetings have been canceled for August 2nd for National Night Out; and
- National Suicide and Crisis lifeline.

Councilmember Stuart provided the following committee report:

- Committee of the Whole – Planning and Public Works; and
- First Tier Suburbs Council of the National League of Cities.

NEW BUSINESS

A. AM No. 22-112: Adoption of an Ordinance Creating a new Chapter 9.54 of the Redmond Municipal Code to Adopt Tenant Protections

1. Ordinance No. 3091: 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

MOTION: Councilmember Kritzer moved to approve AM No. 22-112. The motion was seconded by Councilmember Forsythe.

MOTION: Councilmember Khan moved to amend to add 9.54.065: Requirement of social security number by landlord not required but may be requested - tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - allowed information for screening - allowed landlord actions - liability of landlord for violation.

A. A landlord shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A landlord may request a social security number and screen prospective tenants. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant does not agree to provide a social security number. A landlord may utilize information including, but not limited to, previous names, addresses,

personal references and work history to screen prospective tenants. A landlord shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results. The motion was seconded by Councilmember Forsythe.

VOTE: The motion to amend passed without objection. (7 – 0)

VOTE: The main motion as amended passed, (6 – 1), with Councilmembers Anderson, Fields, Forsythe, Kritzer, Khan and Stuart in support and Councilmember Carson in opposition.

The meeting went into recess at 8:50 p.m. and reconvened at 9 p.m.

B. AM No. 22-113: Adoption of a Resolution for the Comprehensive Public Safety Ballot Measure

1. Resolution No. 1560: A Resolution of the City Council of the City Of Redmond, Washington, Providing for the Submission to the Qualified Electors of the City at the November 8, 2022 Election of a Proposition Authorizing an Increase in the Regular Property Tax Levy in Excess of the Increase Otherwise Allowed Under Chapter 84.55 RCW for Public Safety Purposes; Providing for an Increase of $0.366 Per $1,000 of Assessed Valuation for a Total Levy Rate of $1.36 Per $1,000 of Assessed Valuation to be Collected in 2023; Providing for Increases in the Annual Levy Amount to be Collected in Each of the Five Succeeding Calendar Years (2024-2028) Equal to Five Percent (5%); Providing that the Dollar Amount of the 2028 Levy be Used to Compute the Maximum Levy Amount that May be Imposed and Collected in Years After 2028; Requesting that the Director of King County Elections Place the Proposition on the November 8, 2022 Election, and Fixing the Time when the Same Shall Become Effective

MOTION: Councilmember Anderson moved to approve AM No. 22-113. The motion was seconded by Councilmember Forsythe.

Malisa Files, Chief Operating Officer, introduced this item and staff responded to Councilmember inquires.

MOTION: Councilmember Forsythe moved to amend to add the following language to the resolution: WHEREAS, the City Council must review every two years the organizational performance of the mental and behavioral health services and crisis response resources supported by the latest program data and community feedback to ensure the primary intent of a holistic approach to public safety is achieved. Items to be included for consideration are a mental and behavioral health-first crisis response approach, a regional based approach, and a community responder partnership. The motion was seconded by Councilmember Kritzer.

VOTE: The motion to amend failed (3 - 4), with Councilmembers Forsythe, Stuart and Kritzer in support and Councilmembers Anderson, Carson, Fields and Khan in opposition.

MOTION: Councilmember Anderson moved to amend to raise the first-year levy rate to $0.38 per $100,000 of assessed valuation for a total levy rate of $1.38 per $1,000 of assessed valuation, to be collected beginning in 2023. The motion was seconded by Councilmember Carson.

VOTE: The motion to amend failed (1 - 6), with Councilmember Anderson in support and Councilmembers Carson, Fields, Forsythe, Khan, Kritzer and Stuart in opposition.

VOTE: The main motion passed, (5 - 2), with Councilmembers Anderson, Carson, Forsythe, Kritzer and Stuart in support and Councilmembers Fields and Khan in opposition.

C. AM No. 22-114: Approval of Pro/Con Committee Appointments

Malisa Files, Chief Operating Officer, introduced this item and responded to Councilmember inquires.

VOTE: The approval of AM No. 22-114 passed without objection, (7 - 0).

FOR THE GOOD OF THE ORDER

- Governor Inslee has proclaimed July as Muslim American Heritage Month.

- Meetings are canceled for August 2nd for National Night Out.

EXECUTIVE SESSION

Mayor Birney announced the Council will now leave the business meeting and go into Executive Session to discuss Labor Negotiations [RCW 42.30.140(4)(b)] for 20 minutes. No business will take place following the executive session and the meeting will adjourn at that time.

Executive Session convened at 10:15 p.m. and ended at 10:35 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 10:35 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: August 16, 2022

DRAFT

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:30 p.m. The meeting was held both in person and remotely. Council members present and establishing a quorum were: Anderson, Fields, Forsythe, Khan, and Stuart.

Councilmembers Kritzer and Carson were absent from the meeting

The purpose of the special meeting was to hold the Audit Entrance Conference.

Katrina Choi, June Li and Haji Adams, from the State Auditor's Office, spoke regarding:

- Accountability audit;
- Financial statement audit;
- Federal grant compliance audit;
- Risk-based audit approach;
- Internal control and compliance;
- Annual Comprehensive Financial Report letter;
- Major programs selected for audit;
- Levels of reporting;
- Confidentiality;
- Audit costs;
- Dispute process;
- Loss reporting;
- Reporting Cybersecurity Issues;
- Peer review of the State Auditor's Office;
- Available resources;

General discussion ensued regarding federal dollars.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:52 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: August 16, 2022

DRAFT

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Mayor Birney at 6:30 p.m. The meeting was held in-person and remotely. Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, and Khan.

Councilmembers Kritzer and Stuart were absent from the meeting.

The purpose of the special meeting was to interview the candidate for the Human Services Commission.

Carol Helland, Director of Planning and Community Development, introduced the Human Services Commission candidate Jung Lee.

The candidate spoke regarding background, interest in the work of the board, and responded to Councilmember inquiries.

Discussion ensued regarding experience living in different areas; allocating limited resources; strengths; and skills learned as an intern.

ADJOURNMENT

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

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: August 16, 2022

DRAFT

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

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

Councilmembers Kritzer and Stuart were absent from the meeting.

EXECUTIVE SESSION

1. Labor Negotiations [RCW 42.30.140(4)(b)] - 10 minutes

2. Potential Litigation [RCW 42.30.110(1)(i)] - 20 minutes

   At this time Mayor Birney announced that the Council would go into executive session to discuss Labor Negotiations for 10 minutes and Potential Litigation for 20 minutes. No action will be taken following the Executive Sessions and the meeting will adjourn at 7:31 p.m.

   The Executive Session began at 7:01 p.m. and ended at 7:34 p.m.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 7:34 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: August 16, 2022

DRAFT

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Council President Forsythe at 7:39 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Forsythe and Khan.

Councilmembers Kritzer and Stuart were absent from the meeting.

STUDY SESSION

1. Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan – Current Conditions and PARCC Element Policies
   Department: Parks and Recreation
   Requested Action: Informational

   Loreen Hamilton, Parks and Recreation Director, introduced this item and staff, joined by a consultant, reported to the Members of the Council:
   - Timeline;
   - Pillars
     - Community Needs Assessment
     - Level of Service
     - Capital Projects
   - Geography score;
   - Quality metrics;
   - Neighborhood assessment;
   - Capital Projects Update;
   - Draft Policies;
   - Incorporating community priorities; and
   - Next steps.

   Discussion ensued regarding: underserved communities; budget proposals; downtown park splash pad; map of amenities; wider trails; public comments; schools; and new amenities.

2. Redmond 2050 Quarterly Update - Third Quarter 2022
   Department: Planning and Community Development
   Requested Action: Staff Report, September 20th

   Carol Helland, Director of Planning and Community Development, and staff provided a report to the Members of the Council.
   - Study Area: Southeast Redmond Industrial Growth Center;
   - Protecting businesses and diversity;
   - Housing considerations;

- Freight traffic;
- Study Area: 90th and Willows
- Creating a local center;
- Traffic congestion;
- Schools; and
- Council issues matrix.

Discussion ensued regarding: encroaching areas; impacts; proximity to light rail; walkable area; aquifer; Transportation Management Plan; Design District; biking; parking; loft spaces; displacement; infrastructure; revenue from businesses; and growth targets.

3. Council Talk Time
   - National Night Out;
   - Functional Plans;
   - Rocking on the River;
   - Budget meeting dates;
   - Changes to the August calendar next year; and
   - Council vacation dates.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 9:59 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: August 16, 2022

DRAFT

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. SPC 22-085
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

DocuSign Envelope ID: 38E2AD0E-6E10-4211-BBF5-82B04B891FAA

City of Redmond
Payroll Check Approval Register
Pay period: 07/01 - 07/31/2022
Check Date: 07/29/2022

Check Total:	$ -
Direct Deposit Total:	$ 7,925.55
Wires & Electronic Funds Transfers:	$ 3,335.14
Grand Total:	$ 11,260.69

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

All Checks numbered through ,
Direct deposits numbe **134406** through **134412** , and
Electronic Fund transfe **1474** through **1474**
are approved for payment in the amount of **$11,260.69**
on this **16 day of August 2022.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 07/01 - 07/31/2022
Check Date: 07/29/2022

Total Checks and Direct deposit:	$ 8,791.05
Wire Wilmington Trust RICS (MEBT):	$ 2,469.64
Grand Total:	$ 11,260.69

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

DocuSign Envelope ID: C25344DD-EC19-4381-837F-7E2A116F4308

City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/15/2022
Check Date: 7/25/2022

Check Total:	$	47,729.95
Direct Deposit Total:	$	2,326,570.88
Wires & Electronic Funds Transfers:	$	1,486,917.97
Grand Total:	$	3,861,218.80

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 **187355** through **187378** ,
Direct deposits numbered **133650** through **134405** , and
Electronic Fund transfers **1469** through **1473**
are approved for payment in the amount of **$3,861,218.80**
on this **16 day of August 2022.**

Note:

Check # 187354 - reprinted check for Ethan Sakach

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/15/2022
Check Date: 7/25/2022

Total Checks and Direct deposit:	$	3,421,809.11
Wire Wilmington Trust RICS (MEBT):	$	439,409.69
Grand Total:	$	3,861,218.80

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:
Catluryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

DocuSign Envelope ID: 8A800DF6-B769-4C8F-8A9A-6952648D99A0

City of Redmond
Payroll Check Approval Register
Pay period: 7/16 - 7/31/2022
Check Date: 8/10/2022

Check Total:	$ 49,458.88
Direct Deposit Total:	$ 2,244,152.05
Wires & Electronic Funds Transfers:	$ 1,444,772.08
Grand Total:	$ 3,738,383.01

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 **187381** through **187403** ,
Direct deposits numbe **134413** through **135175** , and
Electronic Fund transfe **1475** through **1478**
are approved for payment in the amount of **$3,738,383.01**
on this **16 day of August 2022.**

Note:

Check # 187379 - pay adj Ryan Spencer
Check # 187380 - tax adj Phil Williams

City of Redmond
Payroll Final Check List
Pay period: 7/16 - 7/31/2022
Check Date: 8/10/2022

Total Checks and Direct deposit:	$ 3,322,614.88
Wire Wilmington Trust RICS (MEBT):	$ 415,768.13
Grand Total:	$ 3,738,383.01

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

DocuSign Envelope ID: 2F2AE07E-3066-4A18-8EEF-8DD84D35A3E7

I, Financial Services Manager, do hereby certify to the City Council, that the checks for the month of July and Aug 2022 are true and correct to the best of my knowledge.

DocuSigned by:
Chip Corder
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 440514 through 441041, and Wire Transfers are approved for payment in the amount of $10,144,968.96. This 16th day of Aug 2022.

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-104
Type: Consent Item

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

Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Human Resources	David Puente	HR Policy and Labor Analyst

TITLE:
Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and Teamsters Local No. 117 representing Law Enforcement Officers

a. Ordinance No. 3088: An Ordinance of the City of Redmond, Washington, Amending the 2022 and 2023 P Pay Plan for Employees Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers

OVERVIEW STATEMENT:
This memo seeks approval of the 2022-2024 Teamsters - Law Enforcement Officers Union Collective Bargaining Agreement (CBA), the associated pay plan, and a one-time performance appreciation pay of $6,000.00 for each member. This agreement has been negotiated between the City and Union using tentative agreements over the last year and has been approved by a vote of Union members. This item was brought to Council during Executive Session on July 5, 2022 and August 9, 2022.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  RCW 35A.11.020
- **Council Request:**
  N/A

- **Other Key Facts:**
  The previous CBA expired on 12/31/2021.

OUTCOMES:
This CBA sets forth the working relationship between the City and the Teamsters-Law Enforcement Officers employees, specifically it covers salaries, benefits, working conditions, and other information/expectations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
The cost to implement the proposed increases to the 2022-2024 collective bargaining agreement is approximately $1,640,859, or 18.2%, over the three-year period.

The cost to implement the one-time performance appreciation payment is $462,000.

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

Budget Offer Number:
224 Police Patrol and Response
225 Criminal Investigations
226 Police Dispatch and Support
233 Community Outreach and Involvement

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
100 General Fund
035 Public Safety Levy Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/5/2022	Special Meeting	Receive Information
8/9/2022	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
Employees under this contract are currently being paid at 2021 rates. Approval of contract will allow employees to be paid retroactively back to January 1, 2022.

ANTICIPATED RESULT IF NOT APPROVED:
Additional negotiations would be required, and the Union and the City would likely go to mediation/arbitration. The longer the delay, the more complex the retroactive adjustments to employees' pay due to various pay actions that would occur and need to factor into the retro pay. (For example: overtime, paid leave, etc.) This will lead to a longer wait time for pay increases and could lead to a greater chance of payroll errors, both of which always has a negative impact on morale for all employees involved.

ATTACHMENTS:
Attachment A: Redline of 2022-2024 Teamsters-Law Enforcement Officers Collective Bargaining Agreement

Attachment B: Summary of Major Changes

Attachment C: Ordinance Amending the 2022 and 2023 Pay and Pay Plans for Teamsters-Law Enforcement Officers Employees

Attachment D: MOU Teamsters-Law Enforcement Officers Performance Appreciation Pay

Exhibit 1: 2022 Police Officer and Sergeant Pay Plan "P" (effective Jan 1, 2022)
Exhibit 2: 2023 Police Officer and Sergeant Pay Plan "P" (effective Jan 1, 2023)

TENTATIVE AGREEMENT
Teamsters Police Officers Negotiations

The City of Redmond ("City") and the Teamsters Police Officers Labor Union ("Union") is participating in negotiation of the Union's 2022-2024 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union on the language below pursuant to the agreement of the parties on Ground Rules for negotiations. This tentative agreement is subject to approval/ratification by the:

- City (Labor Team, Mayor and/or City Council); and
- Union (Labor Team, Legal Counsel, Union Membership)

Full redline sent to all for review 4-14-22
Prepped for TA 4-19-22
City and Union Meeting 6-2-22
Prepped for off-the-record TA 6-15-22
Prepped for off-the-record TA 6-21-22
Prepped for TA 6-29-22
Prepped for TA 6-30-22
TA'd 7-1-22
Pay Tables Corrected 7-20-22
Addressed K9 specialty pay and Longevity typo 7-21-22
Inserted eff date for Night Shift and HOL banks 7-25-22

This signature page added to document tentative agreement of the full redline contract that begins on next page.

TENTATIVELY APPROVED on _____
(Date)

For TEAMSTERS OFFICERS: **For the CITY:**

_____ _____
Matthew House, Union Representative Cathryn Laird, HR Director

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The
International Brotherhood of Teamsters
Representing The Law Enforcement Officers

And

CITY OF REDMOND

Term of Agreement

January 1, 2022~~September 22, 2020~~ through December 31, 2024~~2021~~

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THIS AGREEMENT is entered into by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL UNION NO. 117 (hereinafter referred to as the "Union").

ARTICLE 1
DEFINITIONS

1.1 "Employer" shall mean the City of Redmond, Washington.

1.2 "Union" shall mean the Teamsters Local Union No. 117.

1.3 "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement. The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well except as provided in Article 12 Physical Fitness Plan.

1.4 "Bargaining Unit" shall mean the employees in the Redmond Police Department described in Article 2, Section 2.1.

1.5 "Regular Shift Change" shall mean a shift change on a regular basis (usually one hundred eighty days) or as a posted shift change because of military leave situation, training courses and special events, with at least four (4) calendar days posted notice given for the shift change, provided that no notice shall be required for shift changes of employees during their training period. This shall not preclude other appropriate shift changes made by mutual agreement or by the Employer for cause, provided that no cause shall be necessary for the employer to change an employee's shift at any time to another shift which is scheduled for substantially the same time period in the day.

1.6 "Domestic Partner" means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.

1.7 "Patrol Personnel" shall only include those assigned to the Patrol division and assigned to the Bike unit.

ARTICLE 2
RECOGNITION, UNION MEMBERSHIP, AND DUES DEDUCTION

2.1 **Recognition** - The Employer shall recognize the Union as the sole collective bargaining agent for all full-time and regular part-time law enforcement officers employed by the City of Redmond below the rank of Lieutenant, excluding elected officials, officials appointed for fixed terms, and confidential employees.

2.2 **Notification –** All employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.

2.3 **Union Orientation –** Within seven (7) calendars days of a new, transferred, promoted, or

demoted employee being appointed to a position within the bargaining unit, the Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.

2.4 Union Dues and Fees - The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

2.5 Dues Cancellation – Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

2.6 Teamsters Legal Defense Fund – The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.

2.7 Indemnification/Hold Harmless – The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.

~~**2.2 Payroll Deduction** - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Union membership dues payable by the employee to the Union during the period provided for in the signed authorization. The Employer shall remit said monthly dues to the Union on a monthly basis.~~

~~**2.3 Revocation** - Employee may revoke Employee's authorization for Payroll deduction, after Employee provides written notice to the Union. Every effort will be made to end the deduction effective on the first payroll after the request is received from the Union to Human Resources.~~

~~**2.4 Indemnification/Hold Harmless** - The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer based on or relating to an Employee authorization for payment of dues or service changes equivalent~~

~~to the regular Union initiation fee and monthly dues, other than actions brought by the Union to enforce this Article. The Union shall refund to the Employer any amounts paid to it in error on account an Employee Authorization for payment of dues or service changes equivalent to the regular Union initiation fee and monthly dues upon presentation of proper evidence.~~

ARTICLE 3
UNION RIGHTS

3.1 **Union Stewards ~~Officials~~ Time Off** - A~~n~~ Union steward ~~official~~ who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiation Committee) may, with the approval ~~at the discretion~~ of the Chief or the Chief's designee, be granted time off while conducting contract negotiations or grievance resolution, including arbitration proceedings, on behalf of the employees in the bargaining unit provided:

They notify the Employer at least forty-eight (48) hours prior to the time off, unless such notice is not reasonably possible;

The Employer is able to properly staff the employees' job duties during the time off; and

The wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time off.

The Employer shall endeavor to allow up to three (3) ~~a minimum of two (2)~~ members of the Union's negotiation committee to attend negotiation sessions on on-duty time. Such members shall be designated by the Union at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that manning on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiation session is held.) The Chief's approval pursuant to this Section shall not be unreasonably withheld.

3.2 **Union Investigative and Visitation Privileges** - Representatives of the Union may with prior approval of ~~the permission of~~ the Chief or the Chief's designee visit the work location of employees covered by this Agreement at any reasonable time and location for the purpose of investigating grievances. Such representative's activities shall be limited during such investigations to matters relating to this Agreement.

3.3 **Bulletin Boards** - The Employer shall provide suitable space for a bulletin board to be used by the Union.

3.4 **Union Communication -** The Union shall be allowed reasonable use of City's email and phone/voice mail systems to communicate with members.

3.5 **Steward Training -** Union Shop Stewards may be allowed without loss of pay to participate in Union training seminars that are mutually beneficial to the Union and the Police Department. Training time off must be approved in advance by the Chief of Police or designee and will be contingent upon the department's ability to provide proper work coverage during the requested time off.

3.6~~3.4~~ Labor Management Committee - There shall be a Labor Management Committee comprised of members/representatives of the Union and management representatives. Non-committee members may attend committee meetings. The committee shall meet at least quarterly to discuss issues of continuing importance to the Union and/or Employer. More frequent meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given, together with notice of the intended topics for discussion. Nothing herein shall constitute a waiver of either party's right to demand collective bargaining of intended or actual changes in mandatory subjects of bargaining. Union representatives to the committee shall be allowed to perform committee functions while on duty, subject to approval of their shift supervisor.

ARTICLE 4
HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

4.1 Hours of Work/Patrol Division. The work schedule for patrol personnel shall be four (4) consecutive days on and three (3) consecutive days off. Each workday shall consist of ten (10) consecutive hours on duty.

4.1.1 Days Off Rotation – Patrol Personnel, except Bike unit working the 4/10 schedule shall rotate their days off in the following manner. The rotation for days off shall occur on the Saturday beginning every sixth (6th), thirteenth (13th), twentieth (20th), and twenty-sixth (26th) week of the cycle and starting with the day shift. The same sequence of days off rotations shall continue after the mid-year shift change.

4.2 Hours of Work/Non-Patrol Division - The work schedule for all non-patrol personnel and K-9 Officer shall consist of five (5) consecutive days. Each work day shall consist of eight (8) consecutive hours on duty. Each five (5) day workweek shall be followed by two (2) consecutive twenty-four (24) hour days off. Traffic Officers, NRO, Crime Prevention, and Recruitment and Hiring Officers shall work four (4) shifts of ten (10) hours each per week, with at least two (2) contiguous days off, and with a third (3rd) day off scheduled each week on a fixed or rotating basis at the Employer's option. Detectives shall work four (4) shifts of ten (10) hours each per week, with Saturday and Sundays as fixed days off, and with a third day off scheduled each week, on a fixed or rotating basis at the Employer's option.

4.2.1 Notwithstanding the normal 4/10 schedule for Detectives and Traffic, Employer, in its discretion, may modify an employee's 4/10 schedule during any calendar week in which training is scheduled on the employee's regularly scheduled day off as long as fourteen (14) days' notice is given.

4.3 Breaks - For employees on eight (8) and ten (10) hour shifts, a work day shall include at least a thirty (30) minute lunch break and two (2) fifteen (15) minute coffee breaks. All employees shall be subject to immediate call during coffee and lunch breaks.

4.4 Schedule Change - The afore-referenced schedules shall apply except for regular schedule shift changes or bona fide emergencies declared by the Mayor or Chief of Police, which could not otherwise be anticipated, and which might require deviating from the schedule. Schedules may be adjusted by mutual agreement of the Employee, Union and Employer. An employee may be changed

to an eight (8) hour shift for training.

4.5 **Overtime** - Overtime ~~shall be that time an employee works in excess of their usual work schedule week (40 hours), which~~ shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours over forty (40) compensated hours in a workweek. A workweek for Patrol personnel shall be defined as the seven (7) day period from Saturday through Friday. A workweek for the non-Patrol personnel shall be defined as the seven (7) day period from Monday through Sunday.

4.5.1 All overtime shall be authorized by the Chief or the Chief's designee in advance or within twenty-four (24) hours after the work has been performed, or such longer time as is reasonable under the circumstances~~, in order to qualify as paid or compensatory time~~. Overtime shall be adjusted by compensatory leave or by overtime pay in accordance with Section 11.3.

4.5.2 All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

4.5.3 Overtime – Non-LEOFF Employer - When an employee works an extra duty assignment (for example flagging) and the City is paid by a non-LEOFF employer, the employee's compensation shall only be taken as pay. Compensatory time is not allowed. Employees who work an extra duty assignment shall be compensated for the actual time worked, but in no event shall such compensation be less than four (4) hours at the overtime rate.

4.6 Voluntary and Mandatory Overtime - This section intends to address overtime shifts that are scheduled in advance to ensure minimum staffing levels are maintained for police operations. In general, overtime for extra-duty assignments is not mandated.

4.6.1. Overtime opportunities will be communicated via designated software and may include email and/or text messages. If urgent, vacancies may be communicated/filled via phone or verbally. When time allows, a reasonable period of time shall be allowed that affords all members to answer any voluntary requests. Such voluntary overtime shall be assigned in a manner that distributes the voluntary overtime opportunities in as balanced **manner** as practical. In the case of same-day overtime necessities, overtime will be assigned to the first person to volunteer for the vacancy. Absent volunteers, a supervisor will assign an officer to hold over from the previous shift.

4.6.2 If no member volunteers to work the required period, involuntary recall of officers shall be in order of reverse **seniority** by date of hire. Those units or divisions designated to fill mandatory shifts will be designated by the Chief of Police or designee.

4.6.3 Selection for mandatory overtime shall begin at the bottom of the list and work upward. Officers will only be considered to fill the vacancy if their regularly scheduled shift is within or adjacent to vacancy hours. If the need for a mandatory overtime shift is a swing shift (or occurs mostly during swing hours), any **officers** will be considered.

4.6.4 If an officer has been recalled involuntarily during that calendar month OR if the officer has already volunteered for any overtime shift of 3 hours or more during that calendar month, that officer will be bypassed, and any subsequent recall will be the next least senior officer.

4.6.5 The list will be maintained and resume from the next officer on the list. Once the

list has been exhausted, selection will resume from the least senior officer.

4.6.6 Officers will not be mandated to work overtime shifts of less than three hours unless mutually agreed-upon by the officer and the City. Overtime shift extensions per Department policy to complete ongoing work are acceptable. An overtime shift extension to cover a staffing shortage will not be mandated to exceed fourteen (14) continuous hours, absent extenuating circumstances.

4.6.7 An officer will not be involuntarily recalled when on a pre-approved vacation or comp time, including the days off contiguous to the vacation or comp time as long as the vacation or comp time is at least two days in duration.

4.6.8 Nothing in this Section shall prohibit the exchange of straight time to fill the needed shift when mutually agreed-upon by the officer and the City.

4.7~~4.6~~ Callback - Except as otherwise provided below, in Subsection 4.6.3, employees called back to service after completing a duty shift, while on their day off or more than three (3) hours before the start of their regular shift, shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate as provided for in this Article 4.

4.7.1~~4.6.1~~ Employees who make Court or other subpoenaed appearances while off duty shall be required, except for bona fide emergencies, to perform solely that specific assignment.

4.7.2~~4.6.2~~ Employees called back while on vacation or leave of absence shall be reimbursed reasonable transportation costs required to return to duty provided the employee is more than one hundred (100) miles away from the employee's home. Provided, however, that payment need not be made if the officer schedules vacation after notice is given to the officer or if the officer can reasonably reschedule the required appearance date. The officer shall consult with the supervisor as soon as the conflict is known.

4.7.3~~4.6.3~~ Callback for court appearances shall be administered pursuant to the provisions of this subsection.

4.7.3.1~~4.6.3.1~~ Off-duty employees required to standby for immediate response to a court appearance on behalf of Employer shall be entitled to three (3) hours at the overtime rate for such standby time, provided that if the employee is called in to court, the standby time shall be included in the three (3) hour minimum callback.

4.7.3.2~~4.6.3.2~~ A night shift patrol officer scheduled to attend both a morning and afternoon court session shall: (a) be relieved from working nine hours prior to the beginning of the morning session with no loss of pay, and (b) have the time spent in court treated as the employee's normal work shift on court day and receive compensation for the court sessions at his or her regular rate of pay. The employee will be compensated for court at the overtime rate if the court session lasts longer than the employee's regularly scheduled shift. In the event the employee actually attends only a morning or afternoon court session, he/she shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate and the employee will be required to make up the hours for the session he/she was not required to attend. An off-duty employee required to attend either a morning and/or afternoon court session shall be compensated for the actual time spent at the overtime rate, but in no event shall such compensation be less than three (3) hours at the overtime rate. The Employer may elect to pay the officer continuously during the

break between the court sessions, in which case only one (1) minimum three (3) hour callback will apply.

4.7.4~~4.6.4~~ Except as required by law, there shall be no compensation for callbacks occasioned by the employee's own neglect.

4.8~~4.7~~ **Standby~~ On-Call Duty~~** - An off-duty employee who is required to keep the Employer informed of his/her whereabouts or an employee who is required to be available by telephone shall be considered to be on Standby~~ On-Call Duty~~.

4.8.1~~4.7.1~~ The Employer shall not require employees to be on Standby ~~On-Call Duty~~ without compensation except in the case of bona fide emergencies declared by the Mayor or Chief of Police. Employees shall endeavor, on an entirely voluntary basis, to keep the Employer informed of their whereabouts and/or their availability.

4.8.2~~4.7.2~~ Standby~~ On-Call Duty~~ shall be authorized only by the Chief or the Chief's designee. When Standby~~ On-Call Duty~~ is ordered, which either (a) requires the employee to carry a department-issued cellular phone and to respond to a call-out within forty-five (45) minutes (except when on On-Call), or (b) places such restrictions on the employee that require the employee be paid pursuant to the FLSA regulations contained in 5 CFR 551.431 or applicable Washington State statutes, such Standby~~ On-Call Duty~~ shall be paid for at a rate equal to the higher of twenty percent (20%) of the employee's regular basic hourly rate of pay or the rate required by the FLSA or state statute. An employee assigned to On-Call~~First Call~~ shall not be deemed to be on Standby~~ On-Call~~ Duty.

4.9 On-Call~~4.8 First Call~~ - Any Employee assigned as On-Call~~First Call~~ for Traffic, PIO, ~~or~~ Investigations, or other unit(s) as designated by the Chief of Police shall be guaranteed a minimum of one-half (.5) ~~two (2)~~ hour~~s~~ of On-Call Pay (which shall be equivalent to .5 hours of overtime) for each ~~week weekend~~ assigned work day (generally Monday through Friday) and two (2) hours On-Call pay (which shall be equivalent to 2 hours of overtime) for each assigned day off, including designated holidays. On-call hours for a specialty unit shall be defined as all hours for which a member of that unit is not on duty.~~(including extended three (3) and (4) day holiday weekends) the Employee is so assigned.~~

4.9.1 Unit Supervisors will determine mutually agreed upon on-call schedules to ensure appropriate coverage.

4.9.2 Supervisors may approve on-call assignment trades between personnel.

4.9.3 When on-call, employees are responsible to remain fit for duty and able to respond within a reasonable period (approximately 60 minutes).

4.9.4 Employees assigned on-call will be provided a take-home vehicle, subject to the City vehicle use policy. De minimis personal use during on-call periods is deemed appropriate.

4.10~~4.9~~ **Leave for Testimony** - Officers subpoenaed and required to testify in criminal cases on behalf of their former law enforcement employer shall receive up to a maximum total of forty(40) hours of paid leave, on a cumulative basis for all such cases, as necessary to testify. Paid leave in excess of forty (40) hours for any one employee to testify in criminal matters for the

employee's former employer, or to testify for a former employer in a civil matter, may be granted in the discretion of the Chief or the Chief's designee. All fees or compensation received by the Employee in relation to such testimony shall be accounted for by the employee and paid to the City.

4.11~~4.10~~ Daylight Savings Time – Employees who work a longer shift when the clocks are moved back one hour to Standard time in the fall will be paid for the time in excess of the employee's normal work day at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings time in the spring will have the option of choosing to work an additional hour so that the employee works a 10-hour shift or to use one hour of paid time off (e.g. vacation, compensatory time, holiday banked, etc., but not sick) at the employee's discretion.

ARTICLE 5
SENIORITY

5.1 Definitions Relating to Seniority - As used in this Agreement the following terms shall have the meanings indicated:

a. "Department Seniority" means the length of an employee's most recent Continuous Employment in the Department measured from the employee's first compensated day of employment in the Department as a commissioned officer.

b. "Seniority in Classification" means the length of an employee's most recent Continuous Employment in a classification in the Department (which shall include service in any higher classification as provided in this Article) measured from the first date of employment in that classification or a higher classification in the Department.

c. "Continuous Employment" means a continuous period of employment in the Department that is unbroken by resignation, discharge, or retirement. Leaves of absence, or military leaves shall not break Continuous Employment. Layoffs and reductions in classification pursuant to Subsection 5.6.1 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered reemployment or promotion pursuant to Subsection 5.6.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.

d. "Order" means the order of Department Seniority or Seniority in Classification arranged from the longest seniority to the shortest. If more than one employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:

1. The Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the exam for the position held by each employee, respectively. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be

established for all purposes.

2. The Order of Seniority in Classification for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Classification shall be determined by the Order of each employee's Department Seniority.

e. "Department" means the City of Redmond Police Department.

5.2 **Seniority List** - The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Department Seniority and Seniority in Classification. These lists, appropriately updated to reflect any new hires, promotions, terminations, or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Union.

5.3 **Leaves** - During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

5.4 **Vacation Scheduling** - Vacation scheduling for each calendar year (January 1 through December 31) shall be administered in accordance with Department Seniority and shall begin at the conclusion of the shift bidding process and will be completed no later than November 30. Thereafter vacation requests shall be administered on a "first come, first served" basis.

5.5 **Shift Bidding** - Regular Shift changes (as defined in Subsection 1.5) shall be determined by bidding based upon Seniority in Classification~~; provided that, shift bidding preference may be given, to a maximum of two (2) officers per work team, to allow for employees who are working towards an Associate, Bachelor or Master's degree in a program that has been determined to be to the benefit to the City, as defined in the City's Employee Education Assistance Program. (Work team in this instance will be all of the officers assigned to work a designated set of days.) Shift bidding preference may be adjusted at the discretion of the Employer to accommodate positions of alternative deployment such as Bicycle Officers, Pro-Act Officers, etc~~.

5.5.1 After the yearly bid is complete and all shift assignments finalized, Sergeants and officers may choose to request an alternate shift assignment (day, swing, power, or night) via a memo to an Operations Lieutenant via the chain of command.

5.5.2 Additionally, if a new shift assignment is created after the yearly bid is complete and all shift assignments finalized, officers will be notified and officers may choose to request the new shift assignment via a memo or interest to an operations Lieutenant via the chain of command, submitted before the shift assignment is filled.

When command acts to fill a shift assignment, several factors are taken into consideration:

a. Operational and departmental needs.

b. Date the request was received.
c. Seniority of requestor.
d. Nature of request.

5.6 Personnel Reduction

5.6.1 Personnel Reduction Process - In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Employees shall be laid-off in inverse Order of Seniority in Classification. Except as otherwise provided in this Section, an employee above the classification of Police Officer shall bump back to the next lower classification, if any, previously held by that employee in which such employee's Seniority in Classification is greater than the Seniority in Classification of all other employees who would otherwise be in such lower classification after implementation of the personnel reduction. Lateral entry personnel in a classification higher than Police Officer who have not held a lower classification in the Department shall bump back to the lowest applicable classification if their Department Seniority is greater than all other employees who would otherwise hold the lower classification after implementation of the personnel reduction. The process and procedure contained in this Article shall apply to bargaining unit members and, in addition, the non-bargaining unit, commissioned members of the Department of a higher classification shall bump back into the last lower classification held by that individual which is included in the bargaining unit on the same basis as provided in this Article, notwithstanding the fact that the lower classification is included in the bargaining unit. The steps for a personnel reduction shall be as follows:

Step 1 **Designation by Employer** - The Employer will designate the number of employees in each classification to be laid-off by notice to the Union (the "Designation Notice") and by posting in the Department, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than ninety (90) days from the date of the Designation Notice.

Step 2 **Volunteers** - For a period of thirty (30) days after the Designation Notice employees in the classifications affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or bump to a reduction to a lower classification as provided herein, as of the Effective Date, without regard to their seniority rights. Volunteers shall be accepted on a first-come, first-served basis. The number of volunteers shall be limited by the number of employees in each classification subject to the personnel reduction as specified in the Designation Notice.

Step 3 **Implementation** - Within forty (40) days after the Designation Notice the Employer shall deliver to the Union, and post, a notice (the "Personnel Reduction Notice") which shall list (a) the layoffs and reductions in classification which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in classification; (b) the Order of all employees affected by the layoffs and reductions in classification; and (c) the Order of all employees not affected by the layoffs and reductions in classification. Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this

Agreement shall provide written notice to the Employer and Union within ten (10) days after posting of the notice. The notice shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Union will review the issues with all employees who would be affected. If the Employer and the Union cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator which the parties agree to select provided that the arbitrator must be available for a hearing and decision within sixty (60) days after the Personnel Reduction Notice is posted. The arbitrator so selected shall hold a hearing and render a decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after the arbitrator's selection. All employees whose layoff or reduction in classification status might be affected by the results of the arbitration, including the possibility of being subject to layoff or reduction in classification although the employee was not included in the list of layoffs and reductions in classification in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator. For all issues related to the application and interpretation of this Section 5.6 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 13. The agreement by the Union, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Union or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

Step 4 **Amendment of Reduction** - At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the Union, provided however, the reduction shall not effect the time periods specified in this Article which shall continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty(60) days after the date specified in the Designation Notice.

5.6.2 **Re-Employment and Promotion Rights** - Employees bumped back to a lower classification shall be eligible to promote to vacancies in the previously held higher classification, or any lower classification, by Order of Seniority in Classification in that higher classification. Employees above the classifications of Police Officer who volunteer to be laid-off pursuant to Step 2 above shall be eligible to fill vacancies in that previously held classification, or any lower classification, by Order of Seniority in Classification in that classification, during the Re-Employment Eligibility Period as defined below. All employees laid-off or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Police Officer vacancies, by Order of Department Seniority, during the Re-Employment Eligibility Period. In all cases, the eligible employee with the highest Seniority in Classification shall be entitled to the opening, provided that

such eligible employee must be a "Qualified Employee", which for the purposes of this Section shall be defined as an individual who (a) meets the then current employment standards, and (b) if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date. Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section. "Re-Employment Eligibility Period" shall mean the five (5) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining. Employees who fail to satisfactorily complete the retraining shall be subject to termination. The employee and Union shall have the right to grieve whether the retraining was satisfactorily completed but shall not have the right to grieve whether the retraining or employment standards are appropriate. When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the "Re-Employment Offer") via certified mail, return receipt requested, to the eligible employee at his/her last known address. If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section, provided that a former employee who was laid off or who voluntarily accepted layoff from a classification above Police Officer, shall have the right to be offered re-employment at such higher classification, or any applicable lower classification, if he/she is a Qualified Employee and has the highest Order of Seniority in Classification in that classification of all eligible employees, although such employee has previously failed to respond to, or rejected an offer of re-employment as a Police Officer. For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

ARTICLE 6
WAGES

6.1 **Wages** - The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 7
HOLIDAYS

7.1 **Dates** - The following days shall be considered holidays for all employees covered by this Agreement:

Commented [DP1]: The Juneteenth holiday will remain as a regular paid (work) day. Members may use any of their leave bank, if approved through the normal leave usage request process, to take Juneteenth off.

Holiday	Date to be Observed
New Year's Day	January 1
M.L. King Day	3rd Monday in Jan.
President's Day	3rd Monday in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1st Monday in Sept.
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in Nov.
The Day After Thanksgiving	4th Friday in Nov.
Christmas Eve	December 24
Christmas Day	December 25

Floating Holiday ~~(taken on a date mutually agreed by the employee and the Employer)~~

~~**7.1.1** Employees other than patrol personnel shall be paid for the number of hours in the employees' usual workday at the regular rate of pay for the twelve (12) appointed holidays; provided (a) if the Employee is required, in the Employer's discretion, to work a regularly scheduled shift which commences on a holiday, the employee shall be compensated at the rate of time and one-half (1-1/2) for the regularly scheduled hours for that shift, and (b) if work, other than the employee's regularly scheduled shift, be performed on any said holiday, the employee shall be compensated at the rate of time and one half (1-1/2) for that portion of the work that falls within the appointed holiday. Each employee shall have the option, subject to the approval of the Employer (which shall not be unreasonably denied), of electing compensatory time in lieu of monetary compensation for work done on the above specified holidays. Holiday hours will not be carried over or paid out at the end of a calendar year.~~

~~**7.1.2** Employees working a standard work week Monday through Friday shall observe the holidays listed in Section 7.1 on the date specified, or if the holiday falls on a regularly scheduled day off, on the work day which immediately precedes or follows the holiday, as established by the Employer. Employees working a shift schedule other than the standard work week shall observe the holidays listed in Section 7.1 on the date specified.~~

~~**7.1.3** Employees other than Patrol Personnel who perform any work on a holiday shall be paid in the manner provided in Subsection 7.1.1. When a holiday falls on a non-patrol employee's regular day off, the employee shall have the election to (a) choose an alternative day off during the same week, or (b) have 10 hours added to their floating holiday bank. Floating holiday bank hours may not be carried over, except hours added for Christmas Eve and/or Christmas Day will be carried over. Floating holiday bank hours may not be paid out at the end of the calendar year or at time of separation.~~

~~**7.1.4** Employees shall not be eligible for the Floating Holiday until the completion of six (6) months continuous service.~~

~~**7.1.5** Employees other than patrol personnel who are called to work from off-duty status on a holiday shall receive compensatory time off (on a straight time basis) for all hours worked on the callback in addition to holiday pay as defined in Section 7.1.1.~~

7.2 Holiday Time - The Holiday Time provided to each employee each month is to account for the 12 City holidays and one floating holiday at ten hours per day. This is equal to 130 hours per year. On a monthly basis, employees shall receive 10.83 hours per month into their Holiday Time.

Patrol Personnel = 12.33 hours per month
Non-Patrol Personnel = 10.83 hours per month (effective July 19, 2022)

Commented [DP2]: 7/25/22
The non-patrol holiday bank is a new provision.
The non-patrol holiday accrual will begin as of 07/19/22 per agreement with the Union via email on 07/22/22.

7.37.2 Time Off in Lieu of Holidays – Personnel Assigned~~Patrol Personnel~~ shall, in lieu of time off on the holidays identified in Section 7.1, receive hours in their holiday time as set forth above.~~the holiday pay as provided above in this Article VII, be credited with twelve and one-third (12 1/3) holiday hours ("Holiday Time")~~ The employee shall receive the amount designated for Patrol Personnel or Non-Patrol Personnel for each month based on which division they were assigned and work fifty percent (50%) or more of their time. ~~during which they work a majority of the time in the patrol division.~~

7.3.1 Such officers who work on a holiday will be paid at their straight time rate. Officers shall take Holiday Time off in the same manner as other leave is administered in the Department, provided that, any time taken off on a holiday, as identified~~defined~~ in Section 7.1, shall be deducted from Holiday Time. ~~The Department shall have the right to order an officer to take time off on a holiday, provided that such notice shall be provided to the officer on or before the last day the officer's assigned shift is scheduled to work prior to the holiday.~~

7.3.2 All accumulated Holiday Time ~~of such patrol officers~~ in excess of 12.33 ~~twelve and one-third (12 1/3)~~ hours and 10.83 hours respectively which has not been used by November 30 of each year shall be "cashed out" by the City paying the employee at the straight time rate for each unused hour of Holiday Time. The 12.33 (Patrol) or 10.83 (Non-Patrol) ~~twelve and one-third (12 1/3)~~ hours of Holiday Time not cashed out shall be carried over into the next calendar year. Any officer transferring between a patrol assignment and a non-patrol assignment shall receive 12.33 hours of Holiday Time ~~be covered by this Section 7.2~~ for the month during which the transfer occurred if the officer works a majority of the time in the patrol assignment during that month, as determined by the total hours scheduled in said month, excluding overtime, otherwise the officer shall receive 10.83 hours of holiday leave. ~~be covered by Section 7.1 above. If an officer transfers out of patrol to a non-patrol holiday bank assignment their holiday bank will be cashed out within 30 days.~~

ARTICLE 8
LEAVES

8.1 Vacation Leave - Each full-time employee shall earn vacation leave time each month according to length of service, with the total vacation accrual to be as noted in the following schedule:

Length of Continuous Service	Annual Vacation Hours Accrued
1st-2nd year	96
3rd year	104
4th year	112
5th year	128
7th year	136
9th year	144
11th year	152
13th year	160
15th year	168
17th year	176
20th year	184

Vacation accrual rates change on the first pay period following the employee's next year of service. For example, if an employee's hire date is June 20, 2016, the employee starts his/her 3rd year on June

20, 2018, with the accrual increase starting on the first pay period of July 2018.

Employees who are currently receiving vacation leave at the "23 year and on" schedule will be grandfathered at the 192 hours vacation accrued per year. If those employees separate service and are rehired, the grandfathered status will cease.

8.1.1 After six (6) months continuous service, an employee's vacation credits earned shall be vested as of the end of each full month of service and shall be taken in accordance with standard personnel practices in force with the Employer.

8.1.2 Employees whose employment is terminated for any reason shall receive pay for any vacation time earned but not taken through their last full month of employment. When an employee voluntarily resigns his/her employment, the last day worked is considered the last day on the City's payroll, ~~which normally may not be extended by vacations, holidays or compensatory time~~, which may be extended by up to two weeks through the use of vacation, holiday, or compensatory time upon the employee's request and the Chief's approval.

8.2 **Sick Leave** - Please refer to 9.30 Sick Leave in the Personnel Manual.

8.2.1 For the purpose of this Subsection, retirement shall be defined as either (a) normal service retirement or (b) voluntary termination in good standing after twenty (20) years of continuous service with the Redmond Police Department. Please refer to 7.120 Retirement Bonus Pay in the Personnel Manual.

8.2.2 The sick leave provisions contained herein are to be considered as a part of the Employer's obligation under the Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System (Revised Code of Washington, Chapter 41.26) to provide health and disability coverage for the employees included therein. All sick leave time off shall be charged against accrued sick leave regardless of whether it is covered under the LEOFF Act or not. It is not the intention of this provision to provide duplicate coverage, or to provide an extension to LEOFF disability payments beyond six (6) months from the date of disability.

8.3 **Bereavement Leave** - Upon the death, or serious illness with an impending death, of a member of the employee's immediate family, the employee shall be entitled up to forty (40) hours, to be used in full day increments, of Bereavement Leave without loss of compensation for the employee's regularly scheduled shifts not worked during such leave. The forty (40) hours of Bereavement Leave shall be used within a 14-day period from the date of death, or the onset of impending death. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from vacation or compensatory leave.

8.3.1 "Immediate Family" for bereavement leave shall be defined as spouse; Domestic Partner; parent; child; sibling; grandparent; grandchild; mother-in-law; father-in-law; step parent; stepchild; foster- child; legal ward; child of a Domestic Partner; or mother, or father, of a Domestic Partner.

8.4 **Leave of Absence** - Leave of absence without pay may be granted to an employee for a period of not to exceed one (1) year by the Department Head subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the

Employer providing adequate provision can be made for replacement of the employee during the employee's absence. To obtain a leave of absence, an employee must take application submitting the reasons for requesting the leave of absence, the length of time requested and the expected return date. No leave of absence without pay shall be granted until all accrued and unused vacation time has been utilized by the employee. Leave of absence time shall not affect civil service and seniority status of the employee.

8.5 **Parental Leave and Family Sick Leave** – Please refer to 9.30 Sick Leave in the Personnel Manual.

8.6 **Shared Leave Program**

8.6.1 The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below. All employees covered by this CBA are eligible for the Shared Leave Program.

8.6.2 **Purpose** - The Shared Leave Program enables regular full-time employees to donate ~~annual vacation~~ leave as defined in 8.6.4 to fellow regular full-time employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. The program also allows employees to accept donated ~~annual vacation~~ leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate employment. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.

8.6.3 **Definitions** - The following definitions shall apply to this provision.

a. "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, step child, child of Domestic Partner, grandchild, grandparent, step parent, or parent.

b. "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

c. "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

8.6.4 **Donation Restrictions** - The following restrictions shall apply to all shared leave transactions:

a. Employees may donate vacation leave available in their leave bank, provided the donation does not cause the employee's annual vacation leave balance to fall below forty (40) hours.

b. Effective on the first payroll period after the signing of the agreement by

both parties, employees may donate Regular Sick Leave (RSL) only, available in their leave bank, provided the donation does not cause the employee's RSL balance to fall below forty (40) hours.

c.~~b.~~ Compensatory leave may be donated, with no restrictions.

d.~~e.~~ The Employer shall determine whether an eligible employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

8.6.5 **Eligibility** - Employees may be eligible to receive shared leave under the following conditions:

a. When the Employer determines the employee meets the criteria described in this policy.

b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.

c. The employee has complied with department policies regarding the use of sick leave.

d. If the donated leave is from a different City agency, it shall be transferable only by agreement of both agency heads.

e. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

8.6.6 Recipient Responsibilities

a. Donated leave shall be used only by the recipient for the purposes specified in this policy.

b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave and forty (40) hours of vacation leave.

8.6.7 **Return of Shared Leave** - Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

a. Divided among the donors on a pro-rated basis, computed on the original donated value;

b. Returned at its original donor value; and

c. Reinstated to each contributor's ~~annual vacation~~ leave balance at its original donor value.

8.6.8 **Calculation of Shared Leave** - The receiving employee shall be paid at his/her regular rate of pay: therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and be maintained separately from all other leave balances.

8.6.9 Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of this program.

8.6.10 When an employee donates RSL, the employee's overall RSL balance is reduced by the amount donated, and donated RSL will not reduce the employee's sick leave bonus.

8.7 The Union may open negotiations in calendar year 2023 on the Union's proposal to allow employees to utilize paid leave to supplement (aka "top off") their pay; provided that such negotiations will not be subject to the interest arbitration process under the statute.

ARTICLE 9
INSURANCE AND DISABILITY BENEFITS

9.1 **Self-Insurance** - All medical, dental and vision coverage shall be provided through self-insurance by the Employer in substantially the form adopted by the Employee Benefits Committee and approved by the City Council on May 26, 1992 (the "Self Insurance Plan"). Effective January 1, 2008, employees will pay twenty percent (20%) of the dependent medical dental and vision premiums. For each plan year, the Employer shall retain an independent third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for the self-insured plan, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the rates. Prior to the final rates being set, the City and the independent third party shall meet with the Union to review the methodology and data used to prepare the rates. Bargaining unit employees who elect to be covered by Kaiser Permanente shall pay the cost of such coverage that exceeds the amount paid by the Employer under the self-insured plan for the employee and dependents. The Employer's contribution shall be prorated for part-time employees, pursuant to the Redmond Personnel Manual.

9.1.1 For the purpose of Paragraph 9.1 only, the term "dependent" shall include Domestic Partners and a Domestic Partner's dependent children. Such designation shall not control whether such individuals are dependents for any other purpose, including federal income tax.

9.1.2 The Employer and Union agree to continue to use the Benefits Committee, on which the Union has a representative, to explore modifications to the Self- Insurance Plan.

9.2 **Liability Insurance** - The Employer shall continue to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty. ~~unless and until the City adopts an ordinance, in substantially the form attached hereto, providing~~

~~for the indemnification, holding harmless, and defense of employees against potential liability actions resulting from an employee's performance of duty. Upon the adoption of and during the maintenance of an ordinance in substantially the form attached hereto, the City shall be relieved of its obligation to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty. In the event the ordinance is not adopted or is adopted and materially changed or repealed, the City shall comply with the obligation to provide the insurance protection against potential liability actions resulting from an employee's performance of duty at the level in effect on January 1, 2006. Employer undertakes a good faith obligation to provide the Union with a summary of any material changes to the liability insurance policy within thirty (30) days after the renewal date of the policy. Provided, however, if the Employer fails to provide the summary or the summary is, for any reason, not acceptable to the Union, the Union's shall have the obligation to make a written request to Employer for the summary, or modifications thereto.~~

9.3 **Disability Benefits** - Regular full-time employees who are disabled and unable to return to work on account of illness or injury for a continuous period in excess of three (3) months, and who have used all of their sick leave and vacation benefits, shall receive, for a period not to extend beyond the end of six (6) months of continuous absence from work, disability benefits in the following amounts, less Workers' Compensation Benefits and any amounts paid to the employee from or on behalf of the City, received during the corresponding pay periods, based on length of continuous City employment prior to the last day of work:

Two (2) years of employment:	30% of salary
Three (3) years of employment:	40% of salary
Four (4) years of employment:	50% of salary
Five (5) or more years of employment:	60% of salary

An employee shall not be eligible for the disability benefits as provided in this Section if the employee has previously received such benefits within the five (5) years immediately prior to the last day of work prior to the disability.

9.4 **Life Insurance** - The Employer shall provide a life insurance and Accidental Death and Dismemberment (AD&D) policy in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) per employee.

9.5 **Section 125 Plan** - Employees in the bargaining unit will be eligible to participate in the Employer's Section 125 plan.

9.6 **Western Conference of Teamsters Pension** - The City and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the Plan, and that if a majority of members vote in favor of participation, all members must participate. The city agrees to divert from the wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or the Plan's Trust.

~~**9.6** **Participation in Employer's Wellness Program** - The Union will participate in the~~

~~Employer's Wellness Program effective January 1, 2013 with no separate monthly charge (premium) to be paid by any individual employee or the Union for participating in the Wellness Program.~~

ARTICLE 10
UNIFORMS, CLOTHING ALLOWANCE, AND CLEANING ALLOWANCE

10.1 **Uniform** - The employer shall continue to provide each employee with all authorized and required uniforms and equipment. Any changes to the authorized and required uniforms and equipment shall be by mutual agreement through the labor management process.

10.2 **Clothing Allowance** - Detectives, Detective Sergeant, and Recruitment Officers required to wear professional business attire shall receive a clothing allowance of Three Hundred and Fifty Dollars ($350.00) each six (6) months. Detectives (which shall include employees assigned to non-uniformed specialty assignment~~Pro Act~~)~~,~~and Detective Sergeants (which shall include Sergeants assigned to non-uniformed specialty assignment~~Pro Act~~) who are not required to wear professional business attire, receive a clothing allowance of Three Hundred and Fifty Dollars ($350.00) each twelve (12) months. For assignments that may be temporary in nature the clothing allowance shall not be payable until and unless the employee has been continuously assigned to the non- uniformed position for a period of six (6) months, at which time the allowance shall be paid retroactively to the first date of such assignment. An employee assigned to a non-uniformed unit for the first time and required to wear professional business attire shall receive two (2) clothing allowance payments in advance at the commencement of the assignment which shall be a credit against the first two (2) clothing allowance payments which would otherwise be paid to the employee. An employee assigned to a non-uniformed unit for the first time and not required to wear professional business attire shall receive one (1) clothing allowance payment in advance at the commencement of the assignment which shall be a credit against the first clothing allowance payment which would otherwise be paid to the employee. As a condition of receiving each allowance payment, employees may be required to provide receipts for purchase of appropriate detective clothing. Such receipts may be used in the year the clothing was purchased with any excess receipts over the annual clothing allowance usable in the two years following the purchase of the clothing.

10.3 **Loss and Destruction** - Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as a direct result of the performance of the employee while on the job or as the result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

10.4 **Property of Employer** - All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.~~ If the Employer requires an employee to carry a Cell Phone while off duty, the Employer shall provide the employee with the option of driving a City vehicle to and from the employee's residence.~~ The Employer shall be free to adopt regulations governing the use of all issued uniform, vehicles, and equipment.~~the vehicle while the employee is off duty.~~

10.5 **Cleaning** - Those personnel issued the washable "Class A" uniform shall be responsible

for all cleaning costs associated with it, except the "wool" Class A uniform. All personnel identified in section 10.2 of this agreement shall have their clothing cleaned, at one hundred percent (100%) of the necessary cost, by a cleaning service provided by the Employer.

ARTICLE 11
MISCELLANEOUS

11.1 **Training** - When any employee is required to attend law enforcement training courses, unless otherwise paid for, the entire costs shall be borne by the Employer by making arrangements to be billed by the school in advance for tuition and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by State Law the Employer shall make every effort to obtain authorization for payment of expenses in advance to the end that the employee shall not be required, to the extent possible, to attend such schools under a "pay out of your own pocket and be reimbursed" arrangement.

11.1.1 In order to minimize disruptions to employees' lives, the Employer shall attempt to schedule training during employees' regular shifts. Recognizing that scheduled training during employees' regular shifts will not always be possible and subject to the requirements of Articles

11.1.3 and 11.1.4, in the event an employee is required to attend training lasting eight (8) hours or more on the employees' regular day off or requests and is approved for training lasting eight

(8) hours or more on the employee's regular day off, the Employer may: (a) deny the training, or

(b) compensate the employee in pay or compensatory time at a time and one-half the regular rate for all training, or (c) flex the employee's schedule to accommodate such training so long as the Employer provides the employee with at least seven (7) calendar days' notice that his/her schedule will be flexed. The seven (7) calendar days' notice may be waived by the employee. In the event an employee's schedule is flexed, the alternate days off must be mutually agreed to.

11.1.2 The option to be credited compensatory time shall not apply to employees during Basic Academy Training. It shall be the responsibility of Employees attending Basic Academy Training to notify the Chief or the Chief's designee of optional training schedules established by the Academy that will cause overtime to accrue and to obtain prior approval for the overtime. If the Department denies the overtime request, the Department shall inform the Academy that it has elected to not pay for the overtime, and that the employee is not expected to attend the designated optional training. The Department shall also inform the Union of the denial and the reasoning therefore.

11.1.3 If there is an approved training or meeting that occurs outside the employee's regularly scheduled hours and the employee is required to attend online, the employee shall receive the overtime rate for hours attending the training or meeting, and not the minimum callback.

11.1.4~~**11.1.3**~~ All employees required to attend training of eight (8) hours or more shall: (a) be relieved from working either nine (9) hours prior to the beginning of training or nine (9) hours after the conclusion of training with no loss of pay, and (b) have the time spent in training treated as the employee's normal work shift on the training day and receive compensation for the training period at his or her regular rate of pay. The employee will be compensated for training at the overtime rate if the training last longer than the employee's regularly scheduled shift.

11.1.4.1~~11.1.3.1~~ An employee that would be relieved under this section shall have the option not to work his/her scheduled shift before the training. Employees opting not to work a scheduled shift before the training will be required to use utilize accrued leave to cover the hours from the start of his/her scheduled shift to the time when the employee would have been relieved.

11.1.5~~11.1.4~~ The schedule of an employee attending full day or longer training courses shall be adjusted to conform to the hours of the training program and to exclude breaks and eating periods from the work day, provided, however, if the training is within the City of Redmond and the employee is subject to call during the training, breaks and eating periods will be included in the work day.

11.2 Department Meetings - All department meetings that off duty employees are required to attend shall be compensated for at the overtime rate set. The Employer shall whenever possible give employees reasonable notice of said meetings.

11.2.1 Attendance at optional special training classes, whether conducted at the police station or at other locations, shall be without additional compensation.

11.3 Compensatory Time - Compensatory time may be accrued by an employee in lieu of pay for court-time call backs, holidays or overtime up to a maximum of one hundred and twenty (120)~~ninety (90)~~ hours. Compensatory time cannot be earned when an employee works an extra duty assignment and the City is paid by a non-LEOFF employer (see 4.5.3). Employees shall be allowed to cash out some or all of their compensatory time at their discretion.

11.3.1 The Chief of Police shall have the discretion of permitting additional compensatory time in lieu of overtime pay.

11.3.2 Accrued compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Compensatory time off shall not be taken in conjunction with vacation leave except upon the approval of the Chief of Police or designee.

11.3.3 No compensatory time shall be deducted from that accrued to the employee unless the employee actually used that compensatory time or was paid for same or agreed to having it removed for disciplinary purposes.

11.4 Ammunition - Employer shall provide and replace at least annually the necessary duty ammunition for each commissioned officer with such amount to be no less than one box. In addition, no less than six hundred (600) rounds of target ammunition shall be provided each commissioned officer on an annual basis for purposes of firearms training and qualification.

11.5 Performance of Duty - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform, ready to perform their assigned duties and that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.

11.6 New Hire Probationary Period - The probationary period for Police Officers sent to the Basic Law Enforcement Training Academy shall be one (1) year from the date the officer successfully completes the Academy. Otherwise, probation shall be governed by the Redmond

Civil Service Rules and Regulations.

11.7 Civil Service; Discipline and Discharge - Any conflict between the provisions of this Agreement and the City of Redmond Civil Service Rules and Regulations shall be resolved as follows:

a. To the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and

b. To the extent the labor agreement addresses a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Union otherwise retain their statutory rights to bargain changes in Civil Service Rules and Regulations (i.e., changes initiated after the effective date of this Agreement) for employees in the bargaining unit. Upon receiving notice of such proposed change(s) from the Civil Service Commission, either party may submit a written request to the Mayor (within sixty (60) calendar days after receipt of such notice) and the result of such bargaining shall be made a part of this Agreement.

c. In the case that such discipline and discharge is governed by SB 5055, the process and procedure set forth therein shall govern to the extent it conflicts with this Agreement and/or Civil Service Rules.

All demotion, suspension or discharge actions of a nonprobationary nature (i.e., after the probationary period) shall be taken only for just cause, and shall be subject to review solely through the grievance procedure contained in this Agreement, provided that, if the Union elects to not submit a demand for arbitration pursuant to Subsection 13.1.2 of the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review of the action by the Civil Service Commission, as provided in the Civil Service Rules and Regulations, which shall then apply the substantive and procedural rights as provided in the Civil Service Rules and Regulations. The parties further agree that all decisions relating to the accommodation of a disability are excluded from civil service review provided that such decisions shall be subject to the grievance procedure of this Agreement to the extent such decision is governed by this Agreement.

11.8 Nondiscrimination - The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, honorably discharged veteran or military status, Union membership, or the presence of any sensory, mental or physical disability. An employee or Union claiming discrimination under this Section shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seek other administrative or legal remedies for the alleged discrimination, provided however, that filing a claim solely for the purpose of complying with applicable time limitations (such as a statute of limitations) shall not be considered as seeking another remedy unless and until the employee or Union fails to obtain dismissal of such claim within a reasonable time after there has been an award in the grievance arbitration. If the employee or Union fails to obtain such a dismissal, or seeks other administrative or legal remedies for the alleged discrimination after the grievance arbitration award, the grievance arbitration award shall be vacated, of no force and effect, and the parties shall

be entitled to be placed in the status quo ante, in effect prior to the issuance of the arbitration award.

11.9 **Crime Prevention Officer and Public Information Officer (PIO)** - All of the duties that have been performed by the Crime Prevention Officer and all of the duties performed by the Public Information Officer (PIO) may be assigned either to this bargaining unit or to a civilian position covered by the Police Support Bargaining Unit.

ARTICLE 12
PHYSICAL FITNESS PLAN

12.1 General Purpose

12.1.1 Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. Physical fitness underlies an officer's ability to perform many of the frequent and critical job tasks as well as the demanded training of skills.

12.1.2 The purpose of the City of Redmond Police Department physical fitness plan is to promote the physical capability of the members of the Redmond Police Department to meet the physical demands inherent in a police officer's job and to enhance the members' general physical fitness level, with the understanding that some individuals have unique physical characteristics which must be taken into account in assessing and applying the requirements for obtaining the physical fitness incentive.

12.1.3 Participation in the physical fitness program is voluntary. The design of the physical fitness program is not intended to be punitive in nature, but is instead designed to encourage employees to continue to maintain the ability to meet the requirements of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT).

12.2 Standards

12.2.1 The standard employees must satisfy are the requirements of the PAT, including achieving the minimum score for each individual testing component as well as the minimum passing score established by BLEA.

12.3 Conduct of Examinations

12.3.1 Officers and Sergeants who chose to participate will demonstrate that they meet the requirements of the PAT to a qualified physical fitness instructor during the calendar year. Employees must have successfully completed field training to qualify for the PAT Bonus under the Physical Fitness Plan. Employees shall be given up to three (3) opportunities to successfully complete the test per BLEA standards.

12.3.2 Members shall be on on-duty status during the examination process, but shall receive no overtime or extra compensation for the time spent taking the examination unless ordered to take the test at a time other than scheduled hours of work. To receive the Bonus, the test must be taken after completing field training.

12.3.3 Members shall not be required to sign waivers of liability for the examination.

12.4 Physical Limitations

12.4.1 Any employee with proven, temporary physical limitations which prevent or substantially hinder compliance with any or all of the requirement(s) for obtaining the physical fitness incentive should be granted an exemption from compliance with such requirements.

12.4.1.1 To be eligible for such an exemption, an employee must submit a written statement from the employee's physician, to the Employer, establishing the condition or disability which prevents the employee from meeting any or all of the requirement(s) for obtaining the physical fitness incentive.

12.4.1.2 If the Employer disagrees with the judgment of the employee's physician, then the Employer shall have the right to have the employee examined by a physician of its choice and at its expense.

12.4.1.3 If the physician utilized by the Employer disagrees with the employee's physician, then the two physicians shall select a third physician, who shall examine the employee at the Employer's expense.

12.4.1.4 The judgment of the third physician as to the employee's physical condition shall be binding, unless mutually agreed to the contrary by the parties.

12.4.1.5 If an employee granted such a temporary exemption meets the standards for which the employee was not granted an exemption, then the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2 In the event an employee is unable to meet any of the standards of the plan due to a disability as defined in the Americans With Disabilities Act ("ADA"), Washington State Law Against Discrimination ("WSLAD"), or claims that a standard is contrary to any laws or regulations, then the Employer will meet and discuss such situations on a case-by-case basis to jointly determine, in consultation with the individual employee, whether an alternative requirement or requirements can be established for the employee which complies with such legal requirements. This review and consultation shall be limited to the specific requirement(s) which the employee is unable to meet due to such disability, or the requirement(s) which otherwise fails to meet established legal requirements.

12.4.2.1 Upon request by the City, the employee shall (a) provide information regarding any claimed disability, including a statement by the employee's treating physician, and (b) submit to an examination by a physician selected by the City, at the City's expense.

12.4.2.2 If it is determined that a meaningful alternative requirement or requirements cannot be established for the employee or that a test poses an increased risk to the employee, the requirement(s) shall be waived and the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2.3 If the employee and Employer are unable to reach agreement relating to adjustment or waiver of the requirement(s) due to disability or otherwise as provided herein, the issue may be submitted by either party to the grievance procedure. The parties acknowledge that the intent of this Subsection is to provide a procedure by which the physical fitness standards can be customized on an individual basis as required to accommodate protected disabilities, or other legal requirements, and the parties agree to cooperate to accomplish this goal.

12.4.3 The Employer agrees to indemnify and hold the Union harmless from liability to any employee who successfully claims that the physical fitness requirements or alternative requirements violate the employees' rights under the ADA or WSLAD.

12.5 Training for the Plan

12.5.1 To the extent shift scheduling allows, the Employer, in its reasonable discretion, will endeavor to allow three (3) hours of duty time per week to train for the physical fitness plan. This time can be taken in a maximum of sixty (60) minutes at a time. These 60 minutes include dressing time to get ready for physical fitness and to get ready to go back into service.

12.6 Annual Incentive Bonus

12.6.1 Employees who are able to demonstrate that they meet the requirements of the PAT shall receive an incentive bonus of two and one-half percent (2.5%) of the employee's base annual salary effective at the time of the test. The employees who successfully pass the test shall receive this bonus incentive within thirty (30) days of taking the test.

12.7 Physical Fitness Reopener - Either party may reopen this Article 12 for negotiation at any time during the term of this Agreement for the purpose of modifying the provisions hereof to conform to statutory and/or regulatory requirements.

ARTICLE 13
GRIEVANCE PROCEDURE

13.1 Definition ~~and Procedure~~ - A grievance shall be defined as an issue ~~raised~~ relating to the interpretation, application or violation of any terms or provisions of this Agreement. The Union, the appealing employee, and any other bargaining unit members shall utilize the grievance procedure to appeal any grievance based on rights under this Agreement.

13.2 Grievance Steps

Step 1 – Informal Resolution to Immediate Supervisor

Within fourteen (14) calendar days after the event giving rise to the grievance, or within fourteen (14) calendar days after the employee could reasonably have been expected to have known of the event, the employee shall discuss the problem with the employee's immediate supervisor. Both parties shall attempt to resolve the problem during this discussion and shall provide an informal resolution response in writing (email, memorandum, or other written format) within fourteen (14) calendar days.

Step 2 – To Police Captain

~~**13.1.1 An**~~ If the employee and/or the Union decides that the grievance has not been satisfactorily resolved at Step 1, within fourteen (14) calendar days the Union will submit the grievance at Step 2 in writing to the affected employee's Police Captain.~~from the occurrence or knowledge of the occurrence of an alleged grievance or when the employee and/or Union should reasonably have known of the existence of the grievance may bring said grievance to the attention of the Chief~~ The grievance shall be in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Police Captain shall respond in writing within fourteen (14) calendar days from the date the Step 2 grievance was received.

Step 3 – To Police Chief

If the Police Captain's response does not resolve the grievance at Step 2, within fourteen (14) calendar days of the response, the Union shall submit the grievance at Step 3 to the Chief in writing for adjustment. The Chief shall respond in writing within fourteen (14) calendar days from the date the Step 3 grievance was received.

~~**13.1.2** The Chief or the Chief's designee shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Chief's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the Chief's response, submit the grievance to the Mayor in writing for adjustment.~~

Step 4 – To Mayor

If the Chief's response does not resolve the grievance at Step 3, within fourteen (14) calendar days, the Union may submit the grievance to the Mayor in writing for adjustment. The Mayor shall have fourteen (14) calendar days from the date the Step 4 grievance was received to respond in writing to the Step 4 grievance.

Step 5 – Mediation

Upon failure of the Mayor to resolve the alleged grievance at Step 4~~within the following fourteen (14) calendar day period~~, the Union shall then be permitted the right to submit a written demand for arbitration to the Employer, within fourteen (14)~~twenty eight (28)~~ calendar days.~~**13.1.3** If the grievance is not settled satisfactorily by the Mayor, the~~ The Union and the Employer may mutually agree to submit the grievance to mediation. If there is a mutual agreement ~~W~~within fourteen (14) calendar days the ~~two (2)~~ parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are disclosed but will not have authority to compel resolution of the grievance. The parties will not be limited in mediation solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

Step 6 – Arbitration

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with SB 5055 and according to the procedure described ~~in~~

~~Subsection 13.1.4~~ below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

~~**13.1.4**~~ The Employer and the Union shall immediately thereafter select an arbitrator to hear the grievance ~~dispute~~. If the Employer and the Union are not able to agree upon an arbitrator within fourteen (14)~~five (5)~~ calendar days after receipt by the Employer of the demand for arbitration, the Union and/or Employer may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. After receipt of the same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may not provide for retroactivity beyond one hundred eighty (180) days prior to the filing of the grievance.

~~**13.1.7**~~ The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by the losing party. The arbitrator shall designate the losing party in the arbitration decision. Each party shall be completely responsible for bearing all costs of preparing and presenting its own case, including compensating its own attorneys and witnesses. This agreed allocation of costs is intended to supersede any statutory provision assessing attorneys' fees against a party so long as the City does not appeal an arbitration decision. If the City appeals an arbitration decision, this section shall be null and void as to the grievance giving rise to the arbitration decision from the date the grievance was originally filed, and this section shall not supersede any statutory provision assessing attorneys' fees against the City.

13.3 Arbitration Election of Remedies – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the Union to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter. The Union does not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

13.4 Bypassed Steps – Upon mutual agreement, one or more steps above may be skipped.

~~**13.1.5**~~**13.5 Timeline Extension -** In the event one of the parties is unable to meet the time deadlines set forth in the steps above, the parties will mutually agree to a timeline extension. ~~the other party shall grant an extension for good cause shown.~~

~~**13.1.6**~~**13.6 Union Assistance -** Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance to any stage of the grievance procedure.

~~**13.1.8**~~**13.7 Union Business During the Grievance Process -** Union business conducted by a

representative of the Union and aggrieved employee under this Section may be performed during duty hours consistent with the requirements of Section 4.1.

ARTICLE 14
SCOPE OF AGREEMENT

14.1 **General** - This Agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

14.2 **Personnel Manual** - The City of Redmond Personnel Manual ~~authorized by Ordinance and as supplemented or amended hereafter by City Ordinance and Executive Order~~ is hereby made a part of this Agreement except that specific provisions of this Agreement shall prevail wherever a conflict therewith exists. Without waiving any rights to bargain regarding any other matter, the Union shall retain its rights under state law to bargain any changes in the personnel manual which concern or impact mandatory subjects of bargaining relating to the Bargaining Unit. The City will give thirty (30) days' notice prior to any changes.

14.3 **Right to Bargain** - The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement during the term of the Agreement, except as otherwise mutually agreed upon.

~~**14.4** **Unintended Consequences** - It is the intent of the parties to continue the contract period as if there was no transition from RPA to Teamsters while recognizing that there has been a transition in Union representation. The intention is not to otherwise modify the contract until the end of the original contract period. The parties agree that the MOUs and LOUs attached to this contract as Appendix C shall continue in effect for the duration of this agreement. If, during the term of this Agreement or any extension thereof, there is an issue that arises related to an MOU, LOU, or Agreement that would have been handled differently had the Teamsters not become the representative, the Parties agree that their intention will be to carry out the terms of the MOU, LOU, or Agreement as it would have been if there was not a transition to Teamsters representation.~~

ARTICLE 15
LEGALITY

15.1 **General** - Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should any proposal submitted by the Union and agreed to by the Employer not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals or any part thereof shall become effective at such time, in such amounts, and for such periods as shall be permitted by Law at any time during the life of this Agreement.

ARTICLE 16
DURATION AND REOPENERS

16.1 This Agreement shall be effective January 1, 2022~~September 22, 2020~~, and shall remain in full force and effect through December 31, 2024~~2025 2021~~.

The parties agree that retroactive application of any contract amendments governing wages and overtime compensation for the period between January 1, 2022 and the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) have retired between January 1, 2022, and the dates of ratification, or (c) permanently left employment as a result of disability between January 1, 2022 and the date of ratification. All other contract amendments other than those changing wages and overtime pay, will be effective on the first payroll period after the signing of the agreement by both parties.

CITY OF REDMOND

By:_____
Angela Birney, Mayor

Date:_____

ATTEST:

By:_____
Cheryl Xanthos, City Clerk

Date:_____

TEAMSTERS LOCAL UNION NO. 117/IBT

By:_____
John Searcy, Secretary-Treasurer

Date: _____

APPENDIX A

PAY PLAN "P" – TEAMSTERS LOCAL UNION 117
POLICE OFFICER, CORPORAL, & SERGEANT

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the "Employer") and Teamsters Local Union 117 (hereinafter referred to as "Union").

A.1 Salary Schedule and Adjustments – Salaries set forth in the following schedules (Pay Plan "P") shall be adjusted each year as set forth here:

January1, 2022 Salary - Effective January 1, 2022, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 6.3% increase for all positions and an additional 4% increase for Sergeants. Retroactive pay shall be applied pursuant to Article 16.1.

~~2021~~2022 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - **Effective Jan. 1, ~~2021~~2022** **Teamsters Local Union 117**					
Grade	**Position Title**	**Step**	**Duration**	**Monthly**	**Annually**
P1	Police Officer	A	0-12m	~~$7,106~~$7,554	~~$85,272~~$90,648
		B	13-24m	~~$7,298~~$7,758	~~$87,576~~$93,096
		C	25-36m	~~$7,668~~$8,151	~~$92,016~~$97,812
		D	37-48m	~~$7,861~~$8,356	~~$94,332~~$100,272
		E	49m+	~~$8,230~~$8,748	~~$98,760~~$104,976
P3	Corporal	A		~~$9,053~~$9,623	~~$108,636~~$115,476
P5	Sergeant	A	0-12m	~~$9,687~~$10,709	~~$116244~~$128,508
		B	13m+	~~$9,977~~$11,030	~~$119,724~~$132,360

Commented [DP3]: 07/18/2022
Correction: Replacement of Steps A and B which were stricken in error.

January1, 2023 Salary - Effective January 1, 2023, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 7%~~6%~~ increase.

Commented [DP4]: Movement to 7% in lieu of increases in education incentives and specialty pay.

2023 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - **Effective Jan. 1, 2023** **Teamsters Local Union 117**					
Grade	**Position Title**	**Step**	**Duration**	**Monthly**	**Annually**
P1	Police Officer	A	0-12m	$8,083	$96,996
		B	13-24m	$8,301	$99,612

Commented [DP5]: 07/18/2022
Correction: Replacement of Steps A and B which were stricken in error.

		C	25-36m	$8,722~~$8,640~~	$104,664~~$103,680~~
		D	37-48m	$8,941~~$8,857~~	$107,292~~$106,284~~
		E	49m+	$9,360~~$9,273~~	$112,320~~$111,276~~
P3	Corporal	A		$10,297~~$10,200~~	$123,564~~$122,400~~
P5	Sergeant	A	0-12m	$11,459~~$11,352~~	$137,508~~$136,224~~
		B	13m+	$11,802~~$11,692~~	$141,624~~$140,304~~

January 2024 Salary - Effective January 1, 2024, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the first half annual 2023 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.

~~**January 2025 Salary** - Effective January 1, 2025, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the first half annual 2024 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.~~

~~**January 1, 2019 Salary** - Effective January 1, 2019, the monthly rates of pay for employees covered by this Agreement shall be based on the following. For Police Officer, this represents a 4% increase and a one-time competitive market adjustment of approximately 1.19%. Corporal is a newly established position as of January 1, 2019, and is a 10% increase above Step E of Police Officer. Sergeant Step A is a 7% increase above Corporal, and Sergeant Step B is a 3% increase above Sergeant Step A.~~

~~**2019 PAY PLAN "P" – POLICE OFFICER AND SERGEANT**~~					
-					-
~~**Ordinance No.**~~					-
~~**Effective Jan. 1, 2019**~~					-
~~**Teamsters Local Union 117**~~	-	-		-	-

~~**Grade**~~	~~**Position Title**~~	~~**Step**~~	~~**Duration**~~	~~**Monthly**~~	~~**Annually**~~
~~P1~~	~~Police Officer~~	~~A~~	~~0-12m~~	~~$6,634~~	~~$79,609~~
		~~B~~	~~13-24m~~	~~$6,813~~	~~$81,756~~
		~~C~~	~~25-36m~~	~~$7,159~~	~~$85,904~~
		~~D~~	~~37-48m~~	~~$7,338~~	~~$88,058~~
		~~E~~	~~49m+~~	~~$7,683~~	~~$92,199~~
~~P3~~	~~Corporal~~	~~A~~		~~$8,452~~	~~$101,419~~
~~P5~~	~~Sergeant~~	~~A~~	~~0-12m~~	~~$9,043~~	~~$108,518~~
		~~B~~	~~13m+~~	~~$9,314~~	~~$111,773~~

~~**January 1, 2020 Salary**~~ ~~Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 4% increase.~~

~~**2020 PAY PLAN "P" – POLICE OFFICER AND SERGEANT**~~					
-					-
~~**Ordinance No. -**~~					-
~~**Effective Jan. 1, 2020**~~					-
~~**Teamsters Local Union 117**~~	-	-	-	-	
~~**Grade**~~	~~**Position Title**~~	~~**Step**~~	~~**Duration**~~	~~**Monthly**~~	~~**Annually**~~
~~P1~~	~~Police Officer~~	~~A~~	~~0-12m~~	~~$6,899~~	~~$82,793~~
		~~B~~	~~13-24m~~	~~$7,086~~	~~$85,026~~
		~~C~~	~~25-36m~~	~~$7,445~~	~~$89,340~~
		~~D~~	~~37-48m~~	~~$7,632~~	~~$91,580~~
		~~E~~	~~49m+~~	~~$7,991~~	~~$95,887~~
~~P3~~	~~Corporal~~	~~A~~		~~$8,790~~	~~$105,476~~
~~P5~~	~~Sergeant~~	~~A~~	~~0-12m~~	~~$9,404~~	~~$112,858~~
		~~B~~	~~13m+~~	~~$9,687~~	~~$116,244~~

~~**January 1, 2021 Salary**~~ ~~Effective January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 3% increase.~~

~~**2021 PAY PLAN "P" – POLICE OFFICER AND SERGEANT**~~					
-					-
~~**Ordinance No. -**~~					-
~~**Effective Jan. 1, 2021**~~					-
~~**Teamsters Local Union 117**~~	-	-	-	-	
~~**Grade**~~	~~**Position Title**~~	~~**Step**~~	~~**Duration**~~	~~**Monthly**~~	~~**Annually**~~
~~P1~~	~~Police Officer~~	~~A~~	~~0-12m~~	~~$7,106~~	~~$85,277~~
		~~B~~	~~13-24m~~	~~$7,298~~	~~$87,577~~
		~~C~~	~~25-36m~~	~~$7,668~~	~~$92,020~~
		~~D~~	~~37-48m~~	~~$7,861~~	~~$94,328~~
		~~E~~	~~49m+~~	~~$8,230~~	~~$98,764~~
~~P3~~	~~Corporal~~	~~A~~		~~$9,053~~	~~$108,640~~
~~P5~~	~~Sergeant~~	~~A~~	~~0-12m~~	~~$9,687~~	~~$116,244~~
		~~B~~	~~13m+~~	~~$9,977~~	~~$119,732~~

A.1.2 Advancement through the proficiency levels shall be automatic, provided performance of the individual is progressing satisfactorily. Should performance not be progressing satisfactorily the next automatic step may be extended for up to six (6) months, provided the employee has been notified in writing at least thirty (30) days prior to the date the increase would become effective.

A.1.3 All increases in rates of pay shall become effective on the pay anniversary date as

defined in the Redmond Personnel Manual.

~~A.3 **Accreditation Pay** - The salaries specified in the pay plans included as exhibits herein or adopted pursuant to this Agreement include the 1.25% incentive pay recognizing the Department's accreditation by the Commission on Accreditation for Law Enforcement Agencies or other accrediting entity or agency selected by the Department. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.~~

A.2~~A.4~~**Premium Pay** - Employees shall be entitled to receive the following percentage of base salary as premium pay, based upon their years of service as a uniformed officer within the Department:

~~Completed Years of Service~~	~~Longevity Premium~~	~~Education Premium~~	
		~~AA Degree or 135 Credits from an Accredited Four-Year College or University~~	~~OR Bachelor's Degree~~
~~0~~	~~--~~	~~.75%~~	~~1.5%~~
~~3~~	~~--~~	~~.75%~~	~~1.5%~~
~~4~~	~~--~~	~~.75%~~	~~1.5%~~
~~5~~	~~1.0%~~	~~1.5%~~	~~3.0%~~
~~6~~	~~1.0%~~	~~1.5%~~	~~3.0%~~
~~7~~	~~1.0%~~	~~1.5%~~	~~3.0%~~
~~8~~	~~1.0%~~	~~1.5%~~	~~3.0%~~
~~9~~	~~1.0%~~	~~1.5%~~	~~3.0%~~
~~10~~	~~2.25%~~	~~1.5%~~	~~3.5%~~
~~11~~	~~2.25%~~	~~1.5%~~	~~3.5%~~
~~12~~	~~2.25%~~	~~1.5%~~	~~3.5%~~
~~13~~	~~2.25%~~	~~1.5%~~	~~3.5%~~
~~14~~	~~2.25%~~	~~1.5%~~	~~3.5%~~
~~15~~	~~3.0%~~	~~2.0%~~	~~4.5%~~
~~16~~	~~3.0%~~	~~2.0%~~	~~4.5%~~
~~17~~	~~3.0%~~	~~2.0%~~	~~4.5%~~
~~18~~	~~3.0%~~	~~2.0%~~	~~4.5%~~
~~19~~	~~3.0%~~	~~2.0%~~	~~4.5%~~
~~20~~	~~4.0%~~	~~2.5%~~	~~5.0%~~
~~25~~	~~4.5%~~	~~2.5%~~	~~5.0%~~

Effective January 1, 2022, longevity pay and education premium shall be adjusted as set forth here:

Completed Years of Service	**Longevity Premium**	**Education Premium**	
		AA Degree or 135 Credits from an Accredited Four-Year College or University	**OR Bachelor's Degree**
	2022 ~~2023+~~	2022+ ~~2023+~~	2022+ ~~2023+~~
0	--	2.5% ~~2.5%~~	5.0% ~~6.0%~~
5 (Effective the first full month of the 6th year)	2.0% ~~2.0%~~	2.5% ~~2.5%~~	5.0% ~~6.0%~~

10 (Effective the first full month of the 11th year)	3.0% 3.0%	2.5% 2.5%	5.0% 6.0%
15 (Effective the first full month of the 16th year)	4.0% 4.0%	2.5% 2.5%	5.0% 6.0%
20 (Effective the first full month of the 21st year)	5.0% 5.5%	2.5% 2.5%	5.0% 6.0%
25 (Effective the first full month of the 26th year)	6.0% 6.5%	2.5% 2.5%	5.0% 6.0%

*For example, employee hired May 5, 2022: The employee would finish the first five years of service through May 5, 2027, and the longevity premium would be effective June 1, 2027.

All degrees and credits must be from an accredited institution reasonably acceptable to the City.

Employees who receive tuition reimbursement are not eligible to receive the education premium until they have reimbursed the City for the entire tuition reimbursement amount they received.All funds paid to an employee pursuant to Section A.6 or any similar tuition reimbursement plan, except for post-college graduate classes under prior agreements or the Employee Education Assistance Program (EEAP) in the City's Personnel Manual, shall be a credit and set-off against the amounts due to the employee pursuant to the Education Premium percentage until the City has been fully reimbursed for the total amount it paid the employee.

A.3A.5Special Assignments

Specialty Assignment*	Increase	Term Year
Detective Sergeant and Detective Officers Assigned to Specialty Units (non patrol units) Specialty assignments to include detectives, traffic, SRO, recruiting, training, engagement, or others as designated by the Chief of Police.	4% above regular base pay for 2022. 5% above regular base pay beginning January 1, 2023.	Up to 5 years, with subsequent two-year extensions.
Pro-Act Sergeant and Pro-Act Detective	4% above regular base pay	
K-9 Officer	To compensate employees assigned as K-9 Officers for the duties related to the care and maintenance of the police dog, K-9 Officers shall: a. receive an additional four percent (4%) three and one-half percent (3.5%) of their base pay;	Up to 5 years, with subsequent two-year extensions.

	b. one (1) hour each week at their overtime rate if on a 5/8 schedule and one and one half (1.5) hours each week at their overtime rate if on a 4/10 schedule; and c. one-half (1/2) hour "release time" per regularly scheduled shift for such care and maintenance.	
~~**Traffic Sergeant and Traffic Officer**~~	~~4% above regular base pay~~	
~~**School Resource Officer (SRO)**~~	~~4% above regular base pay~~	
~~**Recruiting Officer**~~	~~4% above regular base pay~~	
~~**Training Sergeant**~~	~~4% above regular base pay~~	
~~**Outreach Sergeant**~~	~~4% above regular base pay~~	
Corporal	Pay as provided in pay plan.	Up to 5 years, with subsequent two-year extensions.

Collateral Duties*	Increase	Term Year
SWAT **CNT** **Instructor Disciplines:** - Firearms ~~Instructors~~ - DT ~~Instructors~~ - EVOC ~~Instructors~~ - Active Shooter - Patrol Tactics - Intervention	4% above regular base pay. Employees assigned more than one of the collateral duties shall be capped at 46% above regular base pay.	Up to 5 years, with subsequent two-year extensions.

*The pay for employees working in a specialty assignment and assigned one or more of the listed collateral duties shall be capped at 6% above regular base pay. An employee may hold no more than one specialty assignment. Those employees assigned as Corporal and Sergeant are not eligible for special assignment or collateral pay.

A.4 Shift Differential – Effective July 19, 2022~~on the first payroll period after the signing of the agreement by both parties~~, a premium of one percent (1%) will be added to the monthly rate of pay for employees who are assigned to the patrol night shift.

Commented [DP6]: 7/25/22
Shift differential pay effective 07/19/22 per agreement with the Union via email on 07/22/22.

A.5 Work Out of Classification - A provisionally appointed Sergeant shall receive Step "A" of the Police Sergeant rate of pay retroactive. A Police Officer or Corporal assigned the duties of F.T.O (Field Training Officer) shall receive one-quarter (1/4) hour of overtime pay for every two consecutive hours worked in that capacity during a ten (10) hour shift.

A.6 Tuition Reimbursement - Employees shall be reimbursed for tuition expense for college courses taken on off-duty time in furtherance of college and post-graduate degrees as provided inthe City of Redmond Personnel Manual under Tuition Reimbursement Program~~Employee Education Assistance Program~~, provided that a determination that a degree is not job related

shall be subject to the grievance procedure.

A.7 **Retroactive Pay** ~~The parties agree that all compensation improvements shall be retroactive and due upon execution of an agreement or interest arbitration award and will be paid on a separate check, on the next regular payday which is more than forty-five (45) days from the date of the award or execution of the agreement, whichever first occurs. Further, t~~The parties agree that retroactive compensation for the period before the execution of the collective bargaining agreement will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) have retired, or (c) leave employment as a result of disability.

APPENDIX B
OFFICER BILL OF RIGHTS

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL UNION 117 (hereinafter referred to as "Union").

B.1 Because of the ever-increasing responsibilities and duties required of police officers in the performance of their duties which of necessity increase their contact with the general public and could lead to misunderstandings and questions surrounding the activities of members of the Public Department, it is mutually required, therefore, that procedures be established in order to provide for full investigation of any questions arising from contacts and relationships with the public and also to provide for safeguards in order to protect the police officer in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth:

B.1.1 An employee of the Redmond Police Department shall be entitled to be advised in writing, if the employee so requests, of the particular nature of an internal investigation, and other information which shall reasonably inform the employee of the allegations against him/her, and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation, this information shall be provided thirty (30) hours prior to interrogation of the employee and should include names of complaining witnesses (unless the witness is a confidential informant or otherwise requests anonymity). This Section shall not apply to the initial investigation, including the gathering of physical drug testing or breathalyzer evidence, which occurs surrounding the initial call or incident.

B.1.2 Interviews~~Interrogations~~ of said Police Department employees shall be at a reasonable hour; preference for such time of interviews~~interrogations~~ shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said interview~~interrogation~~. If prior to or during the interview it is deemed that the employee may be charged with a criminal offense, the employee shall be immediately informed of their constitutional rights.

B.1.3 Interviews ~~All interrogations~~ shall be held at the Redmond Police Station or City Hall~~facility~~ except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or Union representative prior to commencement of the interview~~interrogation~~. The employee's attorney and/or the Union representative may be present during the interview~~interrogation~~, but said attorney and/or Union representative shall not be permitted to participate in the interview~~interrogation~~. Nothing herein shall in any way restrict the rights of the attorney and/or the Union representative to consult with the employee during the process of the interview~~interrogation~~.

B.1.4 The interview~~interrogation~~ shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interview~~interrogation~~ and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods.

B.1.5 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview~~interrogation~~. No promises or rewards shall be made to the said employee as an inducement to answer questions.

B.1.6 ~~At the employee's request, and at no cost to the Employer, the interrogation shall~~ To the mutual benefit of both parties, the interview will generally be recorded and a copy will be provided to the Union.~~on tape and the tape(s) shall be immediately turned over to a third (3rd) neutral party (i.e., City Clerk) who shall be responsible for their safe keeping.~~ Within a reasonable period after the conclusion of the investigation and no later than seventy-two (72)~~forty-eight (48)~~ hours (not counting Saturday or Sunday) prior to a predisciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants and other witnesses requesting confidentiality upon which the department does not intend to rely.

B.1.7 An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Redmond Police Department.

B.1.8 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for seventy-two (72)~~twenty four (24)~~ hours after the incident except that promptly following the incident the employee shall verbally report to a superior a public safety statement.~~brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty four (24) hours.~~ Nothing in this section in meant to replace the provisions or requirements of I-940.

B.1.9 All complaints are logged, and all case documentation shall remain confidential within the Internal Affairs Unit/Section and to the Chief. Cases shall become part of the Department Administrative file and the conclusion of sustained findings provided to Human Resources for inclusion in the employee's personnel records. Investigative findings will be retained and destroyed in accordance with minimum record retention requirements.

B.1.10~~B.1.9~~ Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Redmond Police Department.

Drug and Alcohol Policy

B.1.10.1~~B.1.9.1~~ **Policy** – The City and the Union~~Guild~~ recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. Use of illegal substances is unacceptable for a member of the Redmond Police Department and worthy of strong administrative action. It is the goal of this policy to address~~eliminate or absolve~~ illegal drug usage through education, rehabilitation of the affected personnel, and other appropriate actions based on~~in~~ the totality of

circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drug.

While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees shall not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 5 and6 of this article or impaired by any other drug or substance of any nature. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

B.1.10.2~~B.1.9.2~~ **Informing Employees About Drug and Alcohol Testing** – All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on performance.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City solely for coming forward and admitting a problem. The City shall not be prevented from disciplining an employee for other legitimate reasons just because the employee has voluntarily asked for assistance with a drug or alcohol problem.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (EPA).

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not in and of itself interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

B.1.10.3~~B.1.9.3~~ **Employee Testing** – Unless otherwise required by law, employees shall not be subject to random urine testing, blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Appendix.

Reasonable suspicion for the purposes of this article is defined as follows: The City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee.

B.1.10.4~~B.1.9,4~~ **Sample Collection and Testing** – The collection and testing of urine and blood samples shall be performed at a City's identified drug test provider~~US HealthWorks clinic~~. In the event that collection and testing at the City's identified drug test provider ~~DrugProof~~ is not feasible for any reason, the collection and testing shall be at another laboratory or health care professional qualified and authorized to administer and perform drug testing, evaluation and reporting according to the Substance Abuse and Mental Health Services Administration (SAMHSA) or successor agency guidelines. The sample collection and testing shall be performed consistent with SAMSHA guidelines.

Employees have the right, upon making a request promptly after being informed of the request for

a sample, to a reasonable opportunity for Union and/or legal representation to be present during the submission of the sample, provided that the Union or legal representative must be available at the testing facility within one-half (1/2) hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

~~A split sample shall be reserved in all cases for an independent analysis i~~In the event of a positive test result, a split sample shall be reserved. All samples must be stored in a manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained ~~by the laboratory~~ for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

B.1.10.5~~B.1.9.5~~ **Drug Testing** – The laboratory shall test for the substances and within the limits as provided by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration ("SAMHSA") Mandatory Guidelines for Federal Workplace Drug Testing Programs ("SAMHSA Standards").

Drug test results gathered under this Appendix will not be used in a criminal investigation or prosecution.

B.1.10.6~~B.1.9.6~~ **Alcohol Testing** – A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, the results shall be confirmed by a blood alcohol test performed by the City's identified drug test provider ~~US HealthWorks~~ or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

B.1.10.7~~B.1.9.7~~ **Laboratory Results** – The laboratory will initially advise only the employee and any Medical Review Physician as indicated by SAMHSA Standards of any positive results. The results of any positive drug or alcohol test will be released to the City by the City's identified drug test provider ~~DrugProof~~ once any Medical Review Physician has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public. If the employee believes that the conclusions are in error, the employee may obtain an additional examination at the employee's own expense for consideration. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

B.1.10.8~~B.1.9.8~~ **Testing Program Costs** – The City shall pay for all costs incurred for the initial drug and alcohol testing required by the City hereunder, as well as the

expenses associated with the Medical Review Physician. Travel to and from the laboratory or other collection location, and the time required to take the test shall be considered on duty time, provided that the City shall have the right to adjust the employee's schedule to avoid an overtime obligation.

B.1.10.9~~B.1.9.9~~ Duty Assignment After Treatment – If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes their~~his/her~~ rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program if such an assignment is open. If an employee comes forward and requests assistance with a drug or alcohol problem under Section 2 of this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to their~~his/her~~ drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

B.1.10.10~~B.1.9.10~~ Right of Appeal – The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that they~~he/she~~ may grieve any other City action.

B.1.11~~B.1.10~~ Psychological Evaluations

B.1.11.1~~B.1.10.1~~ Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

B.1.11.2~~B.1.10.2~~ The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results, and provided further that such report shall be released only as provided in the Department's Medical Release. ~~attached hereto as Appendix B-1.~~

B.1.11.2.1~~B.1.10.2.1~~ If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at the employee's own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

B.1.11.2.2~~B.1.10.2.2~~ The Employer will undertake to have the Employer's examining professional make themself~~him/herself~~ available to answer appropriate questions by the examining professional who conducts the independent examination. The Employee shall bear the costs of the Employer's examining professional's time to the extent the time required to answer such questions exceeds one (1) hour.

B.1.11.3~~B.1.10.3~~ Should an employee grieve a disciplinary or discharge action taken as a result of a psychological examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

B.1.12~~B.1.11~~ Personnel Records

B.1.12.1~~**B.1.11.1**~~ The Employer will notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The procedure relating to the response to such request shall be as provided in the Personnel Manual.

B.1.13~~**B.1.12**~~ **Personnel File Review**

B.1.13.1~~**B.1.12.1**~~ Each employee's personnel files shall be open for review by the employee.~~, provided that, employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations.~~

B.1.13.2~~**B.1.12.2**~~ **Contents** - A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel-related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, preappointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

Brady/Giglio: The City shall adhere to Federal, State, and local laws associated with Brady/ Giglio.

APPENDIX B-1

CONSENT/RELEASE FORM

I consent to the collection and analysis of a urine and/or blood sample by ~~DrugProof~~ the City's identified drug test provider for those drugs, alcohol, and/or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Redmond and Teamsters Local Union 117.

If I test positive, I agree to make myself and any requested records available to ~~DrugProof~~ the City's identified drug test provider or the Medical Review Physician within 48 hours of such request.

I understand that I have the right to my complete test results. If I test positive, I have the right to have the split sample tested at my expense at a second SAMHSA certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and Medical Review Physician to release to my Employer and Teamsters Local Union 117 any information relating to the test or test results. Further, I understand that my Employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and Medical Review Physician to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

_____ _____
Employee Signature Date

_____
Employee Printed Name

_____ _____
Patient Date

APPENDIX C

Management Rights~~Continuation of Agreements~~

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The City reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management right, it is not intended that any other specific provisions of this Agreement providing a particular benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

Specific and Exclusive Management Rights. Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;

b. To suspend, demote, discharge, or take other disciplinary actions against members for just cause;

c. To determine the keeping of records;

d. To establish employment qualifications for new employee applications, to determine the job content and/or job duties of employees and to execute the combination or consolidation of jobs;

e. To determine the mission, methods, processes, means, policies, and number of personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, and making facility changes;

f. To control the Department budget, and if deemed appropriate to the City, to implement a reduction in force;

g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety;

h. To establish reasonable work rules and to modify training;

i. To approve all employees' vacation and other leaves;

j. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and

k. To manage and operate its departments, except as may be limited by provisions of this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours and working conditions under RCW 41.56 during the term of this Agreement.

~~The parties specifically agree that the following Memorandums of Understanding and Letter of Understanding will continue in full force and effect:~~

~~MOU – Paid Family and Medical Leave~~

~~LOU – Regarding Changes to the RedMed Summary Plan Description~~

~~MOU – Technology Usage Policy ("TUP") Expectations Prior to Training~~

~~MOU – Hiring Incentives for Lateral Police Officers~~

~~MOU – HRA VEBA Employee Contributions – Law Enforcement~~

~~MOU – HRA VEBA Sick Leave Retirement Bonus~~

~~MOU – Extra Duty Assignments for Non-LEOFF Employees (Flagging)~~

~~MOU – Corporal Position~~

~~**APPENDIX D**~~
~~**GUIDELINES FOR HIRING NON-COMMISSIONED EMPLOYEES**~~

~~**MEMORANDUM OF UNDERSTANDING**~~
~~**by and between**~~
~~**CITY OF REDMOND, WASHINGTON**~~
~~**and**~~
~~**TEAMSTERS LOCAL UNION NO. 117**~~
~~**(representing both the Uniformed and Police Support Employees)**~~

~~The CITY OF REDMOND (the "City") and the TEAMSTERS LOCAL UNION NO. 117 (the "Union") hereby recognize the mutual benefits of modifying the existing collective bargaining agreements between the Union and the City to delineate the rights and obligations of the City, the Union and any non-commissioned employee of the Redmond Police Department who is hired as a commissioned officer in the Department pursuant to any education waiver allowed by the Department. When such non-commissioned employees of the Department seek employment as commissioned officers the City may recognize such employee's on-the-job experience with the Redmond Police Department as constituting a significant qualifying experience that warrants a limited waiver of the entry level education requirement as described below. In furtherance of the parties' mutual recognition of the advantages of providing for greater flexibility in regards to the application of the education requirement, the parties further agree as follows:~~

~~1. The requirement for applicants for commissioned positions with the Redmond Police Department to have an Associate of Arts Degree or its equivalent is a requirement that the City has the right to modify or remove. For so long as the City continues such requirement, the City and the Union agree that the manner in which the requirement is fulfilled for those candidates with employment experience as non-commissioned employees of the Redmond Police Department is modified to allow the education requirement to be fulfilled after employment is commenced as described below.~~

~~2. The parties agree that employees with experience as paid non-commissioned employees of the Redmond Police Department seeking employment as commissioned officers of the Redmond Police Department may apply even though they have not yet fulfilled the requirement of an Associate of Arts Degree (or its equivalent), where (i) they are in good standing in the Department, (ii) they are matriculated in an accredited institution of higher education, and (iii) there is a reasonable prospect that they will fulfill the education requirement within forty (40) months of the commencement of their employment as commissioned officers (at least one-half of the required credits have been fulfilled), under the condition that their failure to complete the Associate of Arts Degree within forty (40) months will constitute grounds for termination of their employment in a commissioned position.~~

~~3. Employees who fail to fulfill the education requirement within the requisite forty (40) months shall be subject to demotion to the employee's last held non-commissioned~~

~~position, if a vacancy exists in such position. If such a vacancy does not exist the parties agree that the City may terminate the employee's employment in the commissioned position notwithstanding the provisions of Civil Service Rules (8.40) and the City of Redmond/Union collective bargaining agreements in effect at that time. The parties agree that such a termination for failure to meet the education requirement within the forty (40) months shall not be subject to a Civil Service appeal, a grievance under the collective bargaining agreement, or challenge in any other forum on any grounds whatsoever, including lack of cause. Provided that where the employee is prevented from completing the education requirement due to intervening causes or personal hardship beyond the employee's immediate control, and the employee promptly (and in no event after the expiration of the forty (40) month period) provides the City with notice of the details and expected duration of the intervening cause or personal hardship, the employee shall be provided a reasonable extension in which to complete the requirement, corresponding to the length of the intervening cause or hardship. In the event of termination, the provisions of the current Union Support employees collective bargaining agreement under Re-employment and Promotion Rights (5.5.2) shall apply in the same manner as if the employee was laid off from the last non-commissioned position held by the employee in the Department effective as of the date of the termination.~~

~~Employees hired pursuant to provisions shall receive the highest priority for the existing education slots allocated in the shift bidding system.~~

ATTACHMENT 9.3-A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER 2.06 TO THE REDMOND MUNICIPAL CODE IN ORDER TO PROVIDE FOR THE INDEMNIFICATION OF CITY OFFICIALS AND EMPLOYEES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Indemnification. A new Chapter 2.06 is hereby added to the Redmond Municipal Code to read as follows:

Chapter 2.06

INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS

Sections:

2.06.010 Definitions.
2.06.020 Legal representation.
2.06.030 Exclusions.
2.06.040 Determination of exclusion.
2.06.050 Representation and payment of claims—Conditions.
2.06.060 Effect of compliance with conditions.
2.06.070 Failure to comply with conditions.
2.06.080 Reimbursement of incurred expenses.
2.06.090 Conflict with provisions of insurance policies.
2.06.100 Pending claims.

~~**2.06.10 Definitions.**~~

~~Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:~~

~~A. "Employee" means any person who is or has been employed by the city. "Employee" does not include independent contractors.~~

~~B. "Official" means any person who is serving or has served as an elected city official, and any person who is serving or has served as an appointed member of any city board, commission, committee or other appointed position with the city. "Official" does not include independent contractors performing the duties of appointed positions.~~

~~**2.06.20 Legal representation.**~~

~~A. As a condition of service or employment the city shall provide to an official or employee, and any spouse of an official or employee to the extent the marital community is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.~~

~~B. The legal services shall be provided by the office of the city attorney unless:~~

~~1. Any provision of an applicable policy of insurance provides otherwise; or~~

~~2. A conflict of interest or ethical bar exists with respect to said representation; or~~

~~3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.~~

~~C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.~~

~~**2.06.30 Exclusions.**~~

~~A. In no event shall protection be offered under this chapter by the city to:~~

~~1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;~~

~~2. Any act or course of conduct of an official or employee which is not performed on behalf of the city;~~

~~3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the city; and/or~~

~~4. Any lawsuit brought against an official or employee by or on behalf of the city.~~

~~Nothing herein shall be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.~~

~~B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the city or the official or employee is insured against loss or damages under the terms of any valid insurance policy; provided, that this chapter shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. The city shall have the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this chapter.~~

~~**2.06.040 Determination of exclusion.**~~

~~The determination of whether an official or employee shall be afforded a defense by the city under the terms of this chapter shall be finally determined by the city council on the recommendation of the mayor. The mayor and/or city council may request the city attorney to provide~~

~~an opinion or recommendation concerning the determination. The decision of the city council shall be final as a legislative determination of the council. Nothing herein shall preclude the city from undertaking an officer or employee's defense under a reservation of rights.~~

~~2.06.50 Representation and payment of claims — Conditions.~~

~~The provisions of this chapter shall apply only when the following conditions are met:~~

~~A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the city risk manager written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.~~

~~B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city risk manager, mayor, or city clerk, and shall cooperate with the city risk manager and city attorney, or an attorney designated by the city, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the city because of any damage or claim of loss arising from the incident or course of conduct, including but not limited to rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.~~

~~C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the city, no fee or compensation shall be provided. The city shall pay reasonable out-of-pocket expenses and costs (e.g. travel expenses, parking expenses, etc)~~

~~incurred by employees and officials (including former employees and former officials) in connection with such attendance. All such expenses shall be approved by the mayor or her designee and the mayor's determination shall be final.~~

~~D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligations, or incur any expense relating to the claim or suit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss or damage.~~

~~**2.06.060 Effect of compliance with conditions.**~~

~~If legal representation of an official or employee is undertaken by the city attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the city shall pay such judgment or settlement; provided, that the city may, at its discretion, appeal as necessary such judgment.~~

~~**2.06.070 Failure to comply with conditions.**~~

~~In the event that any official or employee fails or refuses to comply with any of the conditions of Section 2.06.050, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation.~~

~~**2.06.80 Reimbursement of incurred expenses.**~~

~~A. If the city determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the city shall pay any judgment rendered against the official or employee and reasonable attorneys' fees incurred in defending against the claim. The city shall pay any attorneys' fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter.~~

~~B. If the city determines that a claim against a city official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within~~

~~the provisions of this chapter, then the city shall be reimbursed by the official or employee for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter.~~

~~2.06.090 Conflict with provisions of insurance policies.~~

~~Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any city official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.~~

~~2.06.100 Pending claims.~~

~~The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or law suit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit.~~

~~**Section 2**. **Severability**. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance or any such code provision.~~

~~**Section 4**. **Effective Date**. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall~~

~~take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.~~

~~CITY OF REDMOND~~

~~MAYOR ROSEMARY IVES~~

~~ATTEST/AUTHENTICATED:~~

~~MALISA FILES, CITY CLERK~~

~~APPROVED AS TO FORM:~~
~~OFFICE OF THE CITY ATTORNEY:~~

~~By:~~

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

ATTACHMENT 9.3-B

The parties agree that Attachment 9.3-B of the CBA as set forth on subsequent pages shall be deleted from the 2022-2024~~2025~~ CBA in its entirety.

ORDINANCE NO. 2408

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, RELATING TO INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS, AMENDING SECTION 2.06.020 OF THE REDMOND MUNICIPAL CODE TO ADOPT PROVISIONS INDEMNIFYING THE REGISTERED DOMESTIC PARTNERS OF EMPLOYEES AND OFFICIALS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2006, the City adopted Chapter 2.06 of the Redmond Municipal Code providing for the indemnification of City employees and officials; and

WHEREAS, in 2008 the Washington State Legislature amended chapter 26.16 RCW to provide for community property between domestic partners who have registered with the Washington Secretary of State; and

WHEREAS, the City Council desires to amend Section 2.06.020 of the Redmond Municipal Code to include indemnification of registered domestic partners of employees or officials of the City, under the same conditions as Section 2.06.020 currently indemnifies spouses of employees and officials of the City.

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

Section 1. Amendment of section. RMC 2.06.02, Legal Representation, is hereby amended to read as follows:

2.06.020 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse **or registered domestic partner** of an official or employee to the extent the [~~MARITAL~~] community, **as community is defined in chapter 26.16 RCW as**

ORD 2408 1

amended by Chapter 6, Laws of 2008, is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or

2. A conflict of interest or ethical bar exists with respect to said representation; or

3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance or any such code provision.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 15 day of July, 2008.

CITY OF REDMOND

JOHN MARCHIONE, MAYOR

ATTEST/AUTHENTICATED:

MICHELLE M. MCGEHEE, CMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:

FILED WITH THE CITY CLERK:	July 9, 2008
PASSED BY THE CITY COUNCIL:	July 15, 2008
SIGNED BY THE MAYOR:	July 15, 2008
PUBLISHED:	July 21, 2008
EFFECTIVE DATE:	July 26, 2008
ORDINANCE NO:	2408

Attachment B

The City of Redmond
And
Teamsters Local Union No. 117

Summary of Major Changes to Law Enforcement Officers Contract for 1-1-2022 through 12-31-2024

The City and the Teamsters Local Union No. 117 (Union) representing Law Enforcement Officers in the Police Department, reached a tentative agreement, pending Council Approval, that meets the needs of both the Union and the City. The Collective Bargaining Agreement (CBA) with the Union, if approved, will result in the following summary of the more notable changes to the contract. All changes are noted in the redline version of the CBA.

ARTICLE 4, HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY:

- Clarifying the process for offering and assigning voluntary and mandatory overtime.
- Addition of language to clarify on-call status/schedules/pay

ARTICLE 7 HOLIDAYS:

- Establishes a holiday time bank and monthly accrual for non-patrol personnel.

ARTICLE 8, LEAVES:

- Addition of regular sick leave to shared leave program.

ARTICLE 13, GRIEVANCE PROCEDURE:

-Reorganizes the grievance procedure into easy-to-follow steps.

ARTICLE 16, DURATION AND REOPENERS:

- Outlines the new duration of the contract as beginning on the effective date of the contract and ending on 12/31/2024.

APPENDIX A, SALARIES AND WAGES:

- 6.3% increase to 2021 salaries and an additional 4% increase for sergeants for 2022.
- 2023 salaries increase by 7%.
- 2024 salaries increase by first half annual CPI-W with a 2% minimum and 5% maximum.
- Longevity premiums increased across the board in 2022, and in 2023 an additional 0.5% for members with 20+ yrs of service.
- Education pay restructured to a flat-rate 2.5% for AA and 5.0% for BA, previously based on both degree and tenure now based on degree only.
- All specialty assignment premiums are 4%, and adjustments made to length of specialty assignments. (5yrs + approved extensions)
- Introduction of 1% premium for night shift members (night differential).

PERFORMANCE APPRECIATION PAY:

- One time pay of $6,000.00 per member

Attachment C

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE 2022 and 2023 P PAY PLAN FOR EMPLOYEES COVERED BY THE TEAMSTERS LOCAL UNION NO. 117 REPRESENTING LAW ENFORCEMENT OFFICERS

WHEREAS, the City of Redmond completed labor contract negotiations with the Teamsters Local Union No. 117, representing Law Enforcement Officers; and

WHEREAS, Pay Plan P was established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the Teamsters local Union No.117 bargaining unit, representing Law Enforcement Officers.

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

Section 1. Pay Plan Adopted. Effective January 1, 2022, Pay Plan P covering all employees in the Teamsters bargaining unit, representing law enforcement officers, is hereby amended and the salary ranges increased 6.3 percent above the salary ranges in effect on December 31, 2021, as adopted by Ordinance No. 2932. Salary ranges for the rank of sergeant are increased an additional 4.0 percent. In conjunction with the adjustment of the salary

ranges, the salaries for all employees covered by Pay Plan P will be increased by the same percentages. The amended pay plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Effective January 1, 2023, Pay Plan P covering all employees in the Law Enforcement Officers bargaining unit is hereby amended and the salary ranges adjusted by 7.0 percent, above the ranges in effect on December 31, 2022. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan P will be increased across the board by 7.0 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

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

CITY OF REDMOND

_____
MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

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

TENTATIVE AGREEMENT
Teamsters Police Officers Negotiations

The City of Redmond ("City") and the Teamsters Police Officers Labor Union ("Union") is participating in negotiation of the Union's 2022-2024 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union on the language below pursuant to the agreement of the parties on Ground Rules for negotiations. This tentative agreement is subject to approval/ratification by the:

- City (Labor Team, Mayor and/or City Council); and
- Union (Labor Team, Legal Counsel, Union Membership)

Sent to all for review 4-15-22
Edits and Prepped for TA 4-19-22
Edited effective dates of contract 6-15-22
Prepped for TA 6-29-22
Prepped for TA 6-30-22
Added agreed-upon date of July 19, 2022, and prepped for council 8-3-22

MEMORANDUM OF UNDERSTANDING
By and Between
CITY OF REDMOND ("City")

And

TEAMSTERS LOCAL NO. 117 ("Union")
Representing
LAW ENFORCEMENT OFFICERS

Performance Appreciation Pay

This Memorandum of Understanding ("MOU") sets forth the understanding and agreement between the City and Union ("Parties"). This MOU does not otherwise modify or amend the Collective Bargaining Agreement ("CBA") between the Parties, except as expressly set forth herein.

WHEREAS: For the last two years, the City has faced various significant challenges in providing services to the residents of Redmond.

WHEREAS: The City has faced increased employee turnover, causing the City to creatively reallocate resources and adjust staffing.

WHEREAS: The City would like to recognize the members of Teamsters Local 117 – Law Enforcement Officers for their hard work, dedication, and flexibility during the ever-changing circumstances during the previous contract period.

THEREFORE: In consideration of the mutual promises and representations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement. The City agrees to a one-time Performance Appreciation Pay in the amount of $6,000.00 for all members of the law enforcement officers bargaining unit represented by Teamsters Local Union No. 117 who either (a) were on the payroll as of July 19, 2022, (b) have retired between January 1, 2022, and July 19, 2022, or (c) permanently left employment as a result of disability between January 1, 2022 and July 19, 2022.

- The Performance Appreciation Pay will be a single payment that will not set precedent.

- The payment will be made within the second pay period following the execution of the 2022-2024 collective bargaining agreement.

2. Integration. This MOU is an integrated document. This is the only agreement(s) among the Parties regarding the subject matter of this MOU and replaces and/or supersedes any and all prior agreements or understandings between the Parties relative thereto. To the extent that this MOU is inconsistent with the City's Personnel Manual or the current CBA, this MOU controls. The Parties agree that all previous agreements and representations regarding the subject matter of this MOU, whether oral or in writing, are hereby null and void and has no further force or effect. Any modifications to this MOU must be made in writing and signed by the Parties in order to be valid and binding.

3. Severability. If any term or condition of this MOU is found to be invalid, the remaining terms and conditions shall remain in full force and effect.

4. Interpretation. The validity, interpretation and execution of this MOU and the performance of any rights accruing under this MOU are all to be governed by the laws of the State of Washington. This MOU is only binding on the Parties, cannot be relied upon by any person or entity who is not a party to this MOU, and this MOU has no precedential value.

5. Acknowledgement. The undersigned agree that they have read and understand and do hereby approve and agree to the terms of this MOU between the City of Redmond and Union.

DATED _____

CITY OF REDMOND

_____
Angela Birney, Mayor

DATED _____

TEAMSTERS LOCAL NO. 117 REPRESENTING LAW ENFORCEMENT OFFICERS

_____
John Sceary, Secretary-Treasurer

DATED _____
ATTEST

_____
Cheryl Xanthos, City Clerk

TENTATIVELY APPROVED on _____
(Date)

For TEAMSTERS OFFICERS:

For the CITY:

_____	_____
Matthew House, Union Representative	Cathryn Laird, HR Director

Exhibit 1

2022 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - **Effective Jan. 1, 2022** **Teamsters Local Union 117**					
Grade	**Position Title**	**Step**	**Duration**	**Monthly**	**Annually**
C1	Police Officer	A	0-12m	$7,554	$90,648
		B	13-24m	$7,758	$93,096
		C	25-36m	$8,151	$97,812
		D	37-48m	$8,356	$100,272
		E	49m+	$8,748	$104,976
C2	Corporal	A		$9,623	$115,476
C5	Sergeant	A	0-12m	$10,709	$128,508
		B	13m+	$11,030	$132,360

Exhibit 2

2023 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - **Effective Jan. 1, 2023** **Teamsters Local Union 117**					
Grade	**Position Title**	**Step**	**Duration**	**Monthly**	**Annually**
C1	Police Officer	A	0-12m	$8,083	$96,996
		B	13-24m	$8,301	$99,612
		C	25-36m	$8,722	$104,664
		D	37-48m	$8,941	$107,292
		E	49m+	$9,360	$112,320
C2	Corporal	A		$10,297	$123,564
C5	Sergeant	A	0-12m	$11,459	$137,508
		B	13m+	$11,802	$141,624

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-116
Type: Consent Item

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

Planning and Community Development	Carol V. Helland	425-556-2107
Public Works	Aaron Bert	425-556-2880

DEPARTMENT STAFF:

Public Works	Patty S. Criddle	Senior Engineer

TITLE:
Approval of the Extension of the NE 60th Street Full Closure

OVERVIEW STATEMENT:
Requesting City Council approval on the revised opening date for the full-street closure of NE 60th Street related to the Sound Transit Downtown Redmond Link Extension (DRLE) project. NE 60th Street will be open to two-way traffic in September 2022 with a target of the week of September 19, 2022.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  A full-street closure requires City Council approval per RMC 10.24.047.
- **Council Request:**
  N/A
- **Other Key Facts:**
  Full closure of NE 60th Street will support the schedule of opening the Sound Transit Light Rail DRLE project by 2024.

OUTCOMES:
NE 60th Street will be open to two-way traffic in September 2022 with a target of the week of September 19.

Traffic will be routed to a detour which includes NE 51st Street. This is the same detour that was used in Spring 2022.

A safe-route to Ben Rush Elementary will continue to be provided by the ADA compliant, temporary bridge to accommodate pedestrians and cyclists.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Preliminary stakeholder outreach has been undertaken with the Lake Washington School District. Broad stakeholder outreach with detour and scheduling information began on August 10 following Council notification at the Finance, Administration, and Communication Committee of the Whole meeting on August 9, 2022.
- **Outreach Methods and Results:**
  The City will work in partnership with Sound Transit to communicate broad information related to the closure. Sound Transit will share via social media, send a construction alert, post on their website, and update existing signage. Sound Transit will also work with the Lake Washington School District and the Ben Rush Elementary community to communicate impacts to affected families and staff. The city will amplify Sound Transit's messaging on city communication channels.
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
There is no budget impact from this proposal.

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

Budget Offer Number:
000240

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
The cost of staff time is funded through the adopted budget.

Funding source(s):
115-Sound Transit

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/1/2022	Committee of the Whole - Planning and Public Works	Receive Information
3/15/2022	Business Meeting	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:
News of the construction delay was shared with the City on August 4, 2022. Staff informed Council at the next available meeting. This approval process is being expedited to ensure that notification could be distributed to the affected community and school district as soon as possible.

ANTICIPATED RESULT IF NOT APPROVED:
N/A

ATTACHMENTS:
None

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-117
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

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

TITLE:
Approval of the Planning Commission's Municipal Code and Rules of Procedure Revisions

a. Ordinance No. 3092: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 4.43, Planning Commission, to Update and Clarify Authority and Duties, Composition, and Term of Office

b. Resolution No. 1561: A Resolution of the City Council of the City of Redmond, Washington, Approving Updated Rules of Procedure for the Planning Commission

OVERVIEW STATEMENT:
Planning Commission and City staff recommend the following updates:

- Amendments to RMC 4.43, Planning Commission, to provide clarity and remove outdated provisions, specifically in sections:
  - RMC 4.43.020, Authority and Duties
  - RMC 4.43.030, Composition
  - RMC 4.43.060, Term of Office

- Approval of updated Planning Commission Rules of Procedure, to clarify and update rules regarding the Planning Commission's organization, meetings, and quorum and voting practices, as well as update outdated terminology.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  RMC 4.43.090 requires the Planning Commission to adopt rules of procedure that are approved by the City Council.
- **Council Request:**
  N/A
- **Other Key Facts:**
  During implementation of remote meeting practices during COVID-19 emergency, staff and Commissioners reviewed Planning Commission municipal code provisions and rules of procedure and identified outdated and unclear provisions. RMC provisions were last updated in 2011, while Planning Commission rules were last updated in 2014. The proposed updates would bring each into line with current rules and practices.

OUTCOMES:

The outcome of updating RMC provisions related to the Planning Commission as well as Planning Commission Rules of Procedure will be to align the RMC and Rules of Procedure with current practices, remove outdated references, and clarify language.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  N/A
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  Planning Commission adopted updated Rules of Procedure at its May 25, 2022 meeting.

BUDGET IMPACT:

Total Cost:

$4,535,222 is the total appropriation to the Community and Economic Development offer and is where staff expenses related to the Planning Commission are budgeted.

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
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information

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:
Planning Commission will continue to be governed by outdated code and rules that do not align with current practices.

ATTACHMENTS:

A. Ordinance Amending RMC 4.43, Planning Commission
B. Resolution Approving Planning Commission Rules of Procedure
    1. Planning Commission Rules - May 2022

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE CHAPTER 4.43, PLANNING COMMISSION, TO UPDATE AND CLARIFY AUTHORITY AND DUTIES, COMPOSITION, AND TERM OF OFFICE

WHEREAS, the City of Redmond's rules establishing and setting the procedures for boards, commissions and committees are located in Title 4 of the Redmond Municipal Code (RMC); and

WHEREAS, the City's rules establishing and setting procedures for the Planning Commission are located in RMC 4.43; and

WHEREAS, the City Council last updated RMC 4.43 in April 2011 through Ordinance 2588; and

WHEREAS, revisions to RMC 4.43 Planning Commission are warranted in RMC 4.43.020, Authority and Duties; RMC 4.43.030, Composition; and RMC 4.43.060, Term of Office, to provide clarity and remove outdated provisions.

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

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

Section 2. Amendments to RMC 4.43.020. RMC 4.43.020, Authority and Duties is hereby amended to read as follows:

4.43.020 Authority and duties.

The Commission may make recommendations to the City Council based on its findings and conclusions and on those of its committees. It shall recommend updates to the elements of the Redmond Comprehensive Plan and Redmond Zoning Code for adoption or modification, advise the Council regarding special area concerns and functional plans, investigate and make recommendations on matters suggested by the Council, the Mayor, Redmond citizens, or upon its own initiative. Ad hoc committees may be created for special studies. The Commission and its committees are not delegated any executive or legislative power, authority or responsibility. The Commission shall monitor the growth and development of the City and the areas surrounding the City and shall regularly evaluate and recommend revisions to the Redmond Comprehensive Plan and Redmond Zoning Code. [~~THE COMMISSION MAY STAY INFORMED OF THE DECISIONS OF THE HEARING EXAMINER IN ORDER TO STAY ABREAST OF DEVELOPMENT ACTIVITIES AND THE CONCERNS OF THE PUBLIC.]~~

Section 3. Amendments to RMC 4.43.030. RMC 4.43.030, Composition, is hereby amended to read as follows:

4.43.030 Composition.

The Commission shall be composed of seven [~~TO NINE]~~ members]~~, PROVIDED, THAT MEMBERSHIP MAY BE TEMPORARILY EXPANDED TO UP TO NINE MEMBERS IF NECESSARY TO ACCOMMODATE A PLANNING COMMISSION MEMBER'S RETURN TO THE COMMISSION AFTER SERVING ON THE CODE REWRITE COMMISSION FORMED TO CONDUCT THE 2009-2011 CODE REWRITE. MEMBERSHIP SHALL ONLY EXCEED SEVEN IF A PLANNING COMMISSIONER RETURNS TO THE COMMISSION AFTER SERVING ON THE CODE REWRITE COMMISSION. IN THE EVENT OF SUCH TEMPORARY EXPANSION, VACANCIES SHALL NOT BE FILLED EXCEPT TO MAINTAIN A TOTAL MEMBERSHIP OF SEVEN]~~.

Section 4. Amendments to RMC 4.43.060. RMC 4.43.060, Term of Office, is hereby amended to read as follows:

4.43.060 Term of office.

~~[(A)]~~ The regular term of office for Commission positions shall be for four years, staggered terms. Terms shall commence on April 1st and end on March 31st four years later. Members appointed to fill a vacancy shall serve for the duration of the unexpired term. No member shall serve more than two consecutive terms. An appointment to serve an unexpired term of two years or less shall not count towards

the two consecutive terms limit. A member may hold office until a successor is appointed and confirmed even if after the end of the term.

~~[(B) PLANNING COMMISSION MEMBERS WHO SUSPENDED SERVICE ON THE PLANNING COMMISSION TO SERVE ON THE CODE REWRITE COMMISSION PER FORMER RCDG 20F.50.40-070 MAY ELECT TO RESUME SERVICE ON THE PLANNING COMMISSION. THE DATE OF EXPIRATION OF SUCH COMMISSIONERS' PLANNING COMMISSION TERM SHALL NOT CHANGE, NOR SHALL THEY SERVE ANOTHER TERM IF THEY HAVE ALREADY SERVED TWO. IF A COMMISSIONER'S TERM EXPIRED DURING HIS OR HER SERVICE ON THE CODE REWRITE COMMISSION, THE COMMISSIONER MAY REQUEST REAPPOINTMENT TO THE PLANNING COMMISSION CONSISTENT WITH THE TERM OF OFFICE RESTRICTIONS DESCRIBED ABOVE.]~~

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

Section 6. Effective date. This ordinance shall become effective five days after its publication, or publication

of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

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

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
JAMES HANEY, CITY ATTORNEY

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

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING UPDATED RULES OF PROCEDURE FOR THE PLANNING COMMISSION

WHEREAS, Rules of Procedure for boards and commissions are authorized by enabling legislation in Title 4 of the Redmond Municipal Code (RMC) and relevant provisions of the Redmond Zoning Code; and

WHEREAS, the last update to the Planning Commission Rules of Procedure occurred in March 2014; and

WHEREAS, the Planning Commission has determined that updates to its Rules of Procedure are warranted and approved the changes at their meeting on May 25, 2022; and

WHEREAS, the changes will clarify and update rules regarding the Planning Commission's organization, meetings, and quorum and voting practices, as well as update outdated terminology.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Planning Commission Rules of Procedure Approved. The City Council approves updated rules of procedure for the Planning Commission as shown in Exhibit 1, incorporated herein by this reference as if set forth in full.

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

APPROVED:

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

Section 1. Purpose, Authority and Duties

A. The Planning Commission is established by the City Council through Ordinance No. 112. It is comprised of Redmond residents who advise the City Council and City staff on matters of community development to achieve the following objectives. [RMC 4.43.010]

1. Provide a positive influence on major City planning efforts and updates to the Comprehensive Plan, Functional Plans, and development regulations.
2. Advocate consistency across plans that establish the image and direction for the City.
3. Represent a whole-city viewpoint when evaluating proposed plans, projects, and issues.
4. Ensure opportunities for community member participation and timely public involvement in the City's planning processes.
5. Provide recommendations to the Mayor and City Council, City staff, and other City boards and commissions as appropriate.

B. The Commission is not delegated any executive or legislative power, authority, or responsibility. It serves in an advisory capacity only.

REDMOND MUNICIPAL CODE [RMC]

The Planning Commission is established under RMC Title 4 BOARDS, COMMISSIONS, AND COMMITTEES section 4.10 and is subject to the provisions of section 4.42. Planning Commission Rules supplement the items laid out in the RMC, per RMC 4.43.090.

Chapter 4.10
GENERAL PROCEDURES

4.10.010	Applicability of chapter.
4.10.020	Creation/termination.
4.10.030	Appointment, removal and vacancy.
4.10.040	Qualification of board members.
4.10.050	Term of service.
4.10.060	Compensation and reimbursement.
4.10.070	Quorum.
4.10.080	Meetings.
4.10.090	Officers.

Chapter 4.43
PLANNING COMMISSION

4.43.010	Purpose.
4.43.020	Authority and duties.
4.43.030	Composition.
4.43.040	Public hearings.
4.43.050	Appointments and qualifications.
4.43.060	Term of office.
4.43.070	Vacancies.
4.43.080	Removal.
4.43.090	Rules.
4.43.100	Staff services.
4.43.110	Conflict of interest.
4.43.120	Quorum and voting.

Section 2. Organization of the Planning Commission

A. Membership
   1. Membership. Membership is governed by RMC 4.43.
   2. All Commissioners must complete the state-required training in public records and the Open Public Meetings Act within 90 days of being appointed and every four years following.
   3. Planning Commissioners shall use their City-issued email address to conduct their Commission business.

B. Election of Officers
   1. The Planning Commission has a Chairperson and a Vice-Chairperson elected from the members of the Planning Commission by a majority vote of the Commission in attendance. The Chairperson and Vice-chairperson shall be elected at the first regularly scheduled meeting in April of each year and shall serve a one-year term of office [RMC 4.10.090]. Officers may be re-elected to successive terms.
   2. Officers may be removed from office for the remainder of their term at any meeting by a majority vote of the Planning Commission.
   3. In the event of a vacancy of an office caused by the resignation or removal of officers during their term of office, a new officer (Chair &/or Vice-Chair) shall be elected for the remainder of the term from the members of the Planning Commission by a majority vote of the members.

C. Duties of the Chairperson
   1. Call meetings of the Planning Commission at the appointed time and determine that a quorum is present [RMC 4.10.090].
   2. Preside at all meetings of the Planning Commission, making every effort to facilitate orderly discussion.
   3. Guide the Commission in providing direction to staff and making recommendations to the City Council [RMC 4.10.090].
   4. Sign documents on behalf of the Planning Commission.
   5. Act as liaison between the Planning Commission and other City entities.
   6. Appoint Commissioners to serve on subcommittees and advisory committees, such as a periodic update Community Advisory Committee.

D. Duties of the Vice-Chairperson
   1. During the absence, disability, or disqualification of the Chair, or upon the request of the Chair, the Vice Chair shall exercise all the duties and be subject to all the responsibilities of the Chair.
   2. The Vice Chair shall also maintain any other responsibilities that are assigned to them by the Chair.

E. Temporary Chair: If both the Chair and Vice Chair are absent from a meeting, the Planning Commission shall, by a majority vote of those members present, elect a temporary Chair for that meeting.

F. Duties of Commissioners
   1. Planning Commission members shall exercise their duties and responsibilities with integrity, collegiality and care. Members should respect the opinions of

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other members of the Commission and be receptive to diverse viewpoints in Commission discussions. See Appendix A – PC Norms (reviewed annually).

2. Members should establish a high priority to attend all meetings and to come prepared to contribute to the discussion of issues and business to be addressed.
3. Planning Commission members may be appointed to serve as liaison to, or as a member of, other city committees, advisory groups, and task forces as a representative of the Planning Commission. Members should represent the Commission and the City in a positive and supportive manner through appearance, conduct, and attitude.
4. Individual Commission members may speak as individuals, clearly specifying they are speaking as individuals articulating their own views and concerns (that is *"I am speaking as an individual, not representing the Planning Commission"*.)

G. Planning Commission Liaison: A City planner shall be responsible for the general administration of the Planning Commission, including (but not limited to) the following duties.

1. Prepare and post the agendas and minutes.
2. Relay public comments to the Commission for review.
3. Transmits Planning Commission recommendations to City Council or any other designated destinations.
4. Maintain the Planning Commission website at https://www.redmond.gov/194/Planning-Commission.

Section 3. Meetings

A. Location: All meetings shall be held in the Redmond City Hall Council Chambers unless otherwise directed by City staff and appropriate notification to the media and public is provided. All meetings shall be open to the public in accordance with the Open Public Meetings Act (Chapter 42.30 RCW) and RMC 4.10.080.

1. In the event of an emergency as declared by the City, State, and/or Federal government, the Planning Commission may hold a fully virtual meeting without an in-person component.
2. Meetings held virtually will adhere to the Planning Commission Virtual Meetings Protocol (see Appendix C), which includes an indication of meeting format and methods of participation posted on the meeting agenda.
3. Fully virtual meetings are open to the public and will be conducted so the public can hear the meeting while it is occurring and will be subject to the requirements of chapter 42.30 RCW.

B. Date and Time: The Planning Commission meets regularly on the second and fourth Wednesday of each month and on other dates as deemed necessary. Meetings will commence at 7:00 p.m. and end no later than 10:00 p.m. but may be extended by a majority vote of Commissioners present.

C. Special Meetings: Any Planning Commission meeting scheduled outside of the regular date, time or location is considered a special meeting. The Planning Commission shall meet for special meetings at the call of the Chair or a majority of Planning Commission members. Notices for special meetings shall be posted per Open Public Meetings Act

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Requirements [RCW 42.30.080]. The special meeting agenda will contain items to be discussed. The Planning Commission may not take final action on any item not listed on the special meeting agenda.

D. Records: A record will be made of all meetings. The official record of the meeting shall be the video recordings. Summary minutes will be prepared and posted by Staff and approved by the Planning Commission. Videos and minutes shall be posted to the web site.
    1. The Washington State Public Records Act applies to "any office, department, division, bureau, board, commission, or agency of every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district, or other local public agency (RCW 42.56).
    2. The recorded activities of the Planning Commission, such as meeting minutes, reports, and correspondence, are public records and will be maintained as required by law.

Order of Business

A. Generally, the Planning Commission will follow the following order of business at all meetings:
    1. Call to Order and Roll Call.
    2. Agenda Approval.
    3. Minutes Approval
    4. Items from the Audience: Comments from the audience on any topic that is not the subject of public hearing.
        i. Limited to 3 minutes per speaker.
        ii. The Chair may limit the comments to no more than three speakers on any one topic.
        iii. If both proponents and opponents wish to speak, then up to three proponents and up to three opponents of the matter may address the Chair.
    5. Hearings
    6. Study Sessions and Briefings
    7. Staff and Commissioner Updates
    8. Adjournment.

B. The order of business may be changed during the meeting at the discretion of the Chair.

C. Rules of Procedure for Public Hearings shall be as adopted in Appendix B.

Conduct of Meetings

A. Parliamentary Procedure. The Planning Commission may refer to the applicable provision of Roberts Rules of Order Simplified (as it exists or is revised) for guidance for items not addressed by these Rules and Procedures. [RMC 4.10.070(A)]

B. Role of the Chair.
    1. The Chair has broad authority over all matters regarding the conduct of meetings and shall exercise this authority to promote the fullest possible presentation of

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information and discussion of matters before the Planning Commission while permitting the orderly and timely completion of Planning Commission business.

2. As a general protocol, the Chair of the meeting should introduce the agenda topic, allow for a staff presentation on the topic, and call for discussion among the Commission members.
    i. The Chair generally should seek comments from all other Commission members prior to weighing in on an issue. The Chair should ensure that all members have an opportunity to speak.
3. Public Comments. On specific agenda items, other than public hearings (discussed in Appendix B) the Chair may allow comments from the audience as appropriate. This usually occurs following a staff presentation and/or the completion of discussion by the Commission on the agenda item. Comments may be subject to the limitations noted in Order of Business.
4. The Chair should expedite the discussion in a timely manner and summarize the recommendation or direction from the Commission as appropriate.

Quorum and Voting

A. A majority of the appointed members of the Planning Commission constitutes a quorum [RMC 4.43.120], provided, that at least four shall be required to constitute a quorum. Before business can be transacted, a quorum must be in attendance or participating via a conference call or other electronic media. Virtual participation will be considered attendance and shall be counted toward the determination of a quorum.
B. Every motion by the Planning Commission requires approval of a majority of the Planning Commission members present to pass.
C. Each member present at a meeting shall cast one vote on each motion (via phone or other media is acceptable). Voting may be by voice or by roll call.
D. Although it is the duty of every member to vote, a member may abstain. Abstentions do not count when determining whether a motion as obtained majority support.
E. Minority Opinions. A minority opinion may be included in the Planning Commission Report at the request of the Commissioners in the minority.
F. Serial Meeting. Planning Commission members shall not hold discussions, in person, via email, or through other electronic or telephonic means outside of the meeting, such that a number equivalent to a quorum have discussed the body's business.

Section 4. Conflict of Interest

Washington State's ethics laws prohibit public officials from gaining financially as a result of their positions [RCW 42.23. No member of the Planning Commission should participate in any Planning Commission discussion or vote on any matter in which the member has a personal or financial interest potentially sufficient to create a conflict between the interest and serving the public good.

Planning Commissioners must declare any conflicts of interest related to items on a meeting agenda and leave the room prior to any action being taken on those items, including discussion

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or voting. Any declarations of conflicts of interest and related actions shall be captured in the meeting minutes.

Section 5. Amending the Rules of Procedure

The rules of procedure may be amended at any meeting of the Planning Commission by a majority vote. Any amendments approved by the Planning Commission must also be approved by the City Council before they become effective.

Section 6. Validity

If any part or parts of these rules of procedure are found to be invalid, that part or parts will not invalidate the remainder of the rules.

ATTACHMENTS:

- Appendix A - Planning Commission Norms
- Appendix B - Rules of Procedure for Public Hearings
- Appendix C - Virtual Meeting Protocols

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Appendix A – Planning Commission Norms

PC Norms are reviewed and affirmed at the annual PC workshop.

- Share. Listen.
- Communicate your needs.
- Assume positive intent.
- Agree to disagree, without making it personal.
- Be respectful of each other, the staff, and the public.
- Represent the Redmond community.
- Be prepared.
- Come to the table without judgment, always be open.
- Clarify jargon on behalf of everyone.
- Respect each other's time.
- Stay on topic, reserve tangents for future consideration.

Last Reviewed: April 20, 2022

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Appendix B - Rules of Procedure for Public Hearings

The Planning Commission is the hearings body. It gathers information and makes recommendations and does not make decisions. The recommendations, together with all the information and testimony from the hearing (record), are sent forward to the City Council for a decision. The City Council makes its decision based on the record and in most cases does not hold an additional public hearing (they may at their discretion).

A. Chair – Opens the hearing

B. Initial Presentation by Staff

The Chair, when appropriate, may take questions from Commission members regarding a speaker's presentation. The individual with a question to ask shall wait until the speaker finishes, and then direct that question to the Chair.

C. Chair – Opens the hearing for public testimony

D. Public Testimony

Anyone at the public hearing who has physical evidence of any kind (letters, photos, maps, etc.) shall submit that evidence to the Staff Liaison to be entered into the record. Documents submitted later than 48 hours before hearing may not be reviewed by Planning Commissioners until after the meeting.

Speakers are discouraged from reading verbatim any letters that are already in the public hearing record, although it is acceptable for speakers to summarize such letters during their comments.

- No person, including any Commission member, shall speak until they have been recognized by the Chair and has identified themselves.
- The Chair may impose time limits on each speaker, depending on the total number of individuals wishing to speak.
- Each person who speaks shall register their name and address on the roster that is located at the speaker's table.
- When an individual speaks, they shall identify themselves, giving address and nature of their interest in the matter.
- For public hearings held in a virtual meeting format, see Appendix C for protocols for speaking.

E. Chair – Closes the public testimony portion of the hearing.

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F. Motion for Action
    1. Commissioner proposes a motion.
    2. Another Commissioner seconds the motions, and then the Chair states the motion to the assembly.

G. Chair calls for discussion of the motion.
    1. Chair may ask staff to respond to questions posed during public testimony. Chair asks the Commissioners if there are questions for staff or for other persons that testified.
    2. If no further discussion, Chair calls for a vote on the motion and restates the motion.

H. Chair closes the hearing upon a motion being passed by a majority of the Planning Commission.

Notes: The Chair may use their discretion to accept additional testimony or evidence after the close of the public testimony portion of the hearing. The Chair should reopen the public testimony portion of the hearing and may limit the testimony to a specific issue and timeframe in accordance with OPMA.

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Appendix C - Virtual Meeting Protocols

1. Commissioners Video Camera Usage. Commissioners shall leave their cameras on during meetings except when PowerPoint presentations are displayed. In the event of a technical constraint that prevents a Commissioner from being heard clearly while on video, the Commissioner may temporarily disable the video camera.

2. Open Public Meeting.
    a. All virtual meetings will be published in the normal manner and open to the public to participate in one or more manner.
    b. Methods for the public to join the meeting shall be published on the Agenda.
    c. The time on the agenda and during the meetings for public comments will be the same as the normal agenda/meeting protocols.

3. The Chair will do a Commissioner Roll Call. When your name is called, please state "present" for the record. For absent Commissioners, the Chair will note if the absence is excused.

4. Staff attendance record. The Chair will list the names of the staff present for the record.

5. Commissioner Discussion.

    a. During the meeting, Commissioners will use the chat window or "raise their hand" to indicate if they would like to speak. The Chair will monitor the chat window and call on Commissioners by name.

    b. The Chair will go "around the room" in a fair order, allowing everyone who wants to speak on an issue to have their turn. The Chair will ensure that everyone has a chance to speak before someone gets a second opportunity.

    c. To avoid audio feedback and background noise interruptions, please remain muted until you have been acknowledged by the Chair.

    d. Before speaking, state your name. This includes when making motions, seconding a motion, and when making comments or asking questions. This will be critical for the record and for those participating via phone.

6. Commissioner Action.

    a. Voting will be taken by Roll Call.

        i. The Chair will call on each Commissioner one by one to obtain their vote for the record. Please do not speak over each other, so that the recording and those attending via phone can clearly hear the action being taken.

        ii. Exceptions. For approval of the agenda, minutes, and closure of the meetings, a general consent verbal vote will be taken ("aye" or "nay").

    b. Chair will verbally state the outcome and vote count – i.e. "The motion passes, 5:2, with Commissioners ___ & ___ dissenting"

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7. Public Comment:

   a. At the time designated for public comment, the Chair will ask staff if any public comments were submitted. The Staff Liaison will inform the Chair if any came in prior to the meeting. At the Chair's discretion, they can be read into the record. If long or if multiple comments were received, the Chair may state that they have been received and added to the record.

   b. The Chair will open Public Comments to live participation. Public comment (via phone or other live method) shall proceed per the instructions posted with the agenda.

   c. If audio quality is poor, the Staff Liaison shall interject and state the issue for the record.

      - If it is possible to make out what they are saying, the Staff Liaison will restate the comment for a clear record.
      - At the Chair's discretion, speakers can disconnect the call and redial.
      - If call quality is very poor and cannot be resolved, the Chair shall ask to email comment to PlanningCommission@redmond.gov.

8. Applicants:

   a. The applicant will have an opportunity to address the Commissioners.

      - If wishing to speak at the meeting, applicants must contact the Staff Liaison no later than 5 p.m. on the day of the meeting (PlanningCommission@redmond.gov). A name, phone number, and their agenda item must be provided.

   b. When it is their time to speak, the Staff Liaison will dial their number to add them to the meeting.

   c. Applicants with a Presentation must provide the file in PDF form to the Staff Liaison at PlanningCommission@redmond.gov a minimum of 24-hours prior to the meeting so that it can be loaded into the meeting. The PDF should be one slide per page.

   d. Applicants with materials for the Commission must provide them 72 hours prior to the meeting via PlanningCommission@Redmond.gov to ensure time for review and consideration. Materials received after that timeframe may not be considered.

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City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-118
Type: Consent Item

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

Finance	Chip Corder	425-556-2189

DEPARTMENT STAFF:

Finance	Judy Fani	Real Property Specialist

TITLE:
Approval of Three New DISH Wireless LLC Telecommunications Facilities Leases

OVERVIEW STATEMENT:
DISH Wireless LLC has submitted three lease applications to install telecommunications equipment at three water tank locations: Southeast Redmond, Novelty Hill/Redmond Ridge, and Hartman Park. The leases are specifically for the purpose of installing, operating, and maintaining telecommunication. The terms and conditions for the City's granting of lease rights have been developed and are mutually acceptable to City staff and DISH Wireless LLC. The proposed leases reflect the standard agreement used by the City.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2030 Comprehensive Plan (Utilities Element)
- **Required:**
  RMC Chapter 12.14 - Telecommunications
  RCW 35A.11.010 - Vests all power to the City's legislative body to purchase, lease, receive, or otherwise acquire real property, and to use, enjoy, hold lease, control, convey or otherwise dispose of the same.
  RZC 21.56.030 - General Siting Criteria for antenna support structures
- **Council Request:**
  FAC Committee of the Whole recommended this item be forwarded to the August 16th Council consent agenda.
- **Other Key Facts:**
  New Telecommunications Facilities Leases require Council approval.

OUTCOMES:

Redmond development regulations prefer that public facilities are used for siting telecommunications antennae such as Redmond's water towers. The DISH leases would provide telecommunications services to the Redmond community in a manner that is aligned with City code, policies and values. Since the 2019 T-Mobile acquisition of Sprint and Clearwire, T-Mobile has been terminating all Sprint and Clearwire leases serving the Redmond area. Council approval of the three new DISH leases will allow DISH, as authorized by the FCC, to provide service to BOOST customers who are currently served by Sprint.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  N/A
- **Outreach Methods and Results:**
  No public notice required for a Type 1 Permit (administrative approval)
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
The City has been compensated for staff time devoted to processing the DISH lease applications by the payment of a $4,453.42 fee per application, and a $9,007.76 initial feasibility plan review fee that covers all three plan reviews. The three leases will yield nearly $99,500 in annual revenue, increased by an automatic annual rent adjustment during the lease term.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attache**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Preferably the best and safest time to install telecommunication facilities on top of Redmond's water towers is before the 2022-23 rainy season begins in earnest.

ANTICIPATED RESULT IF NOT APPROVED:
If the leases are not approved, there will be a gap in service to BOOST customers currently served by Sprint. Also, the City will forego annual lease revenue along with annual rent escalations in successive years.

ATTACHMENTS:
Attachment A: DISH Telecommunications Facilities Lease at Hartman Park Water Tank
Attachment B: DISH Telecommunications Facilities Lease at Redmond Ridge/Novelty Hill Water Tank
Attachment C: DISH Telecommunications Facilities Lease at Southeast Redmond Water Tank

ATTACHMENT A

FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

THIS LEASE is entered into as of the _ day of _____, 2022 ("Effective Date") by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code ("RMC") and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application ("Lessee's Equipment") on and adjacent to a portion of the **Education Hill Water Storage Tank** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **17100-104th Street, Redmond Washington**. Such location ("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the "Premises")**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty Thousand Three Hundred Thirty-Six and no/100 dollars ($30,336.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-one Thousand Five Hundred and Forty-nine and no/100 Dollars ($31,549.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written

notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars ($15,000.00) unless

the City demonstrates the actual expenses exceed fifteen thousand dollars ($15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-

year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

A. The information required pursuant to RMC Section 12.14.300;

B. Any information required pursuant to this Lease;

C. All deposits or charges required pursuant to RMC Chapter 12.14; and

D. The renewal fee required for filing a telecommunications lease application to recover City costs.

E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials

in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable

alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

(1) $2,000,000.00 for bodily injury or death to each person;

(2) $2,000,000.00 for property damage resulting from any one accident; and

(3) $2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of $2,000,000.00 for each person and $2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than $2,000,000.00.

E. Umbrella or excess liability insurance in the amount of $10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its Telecommunications Facilities. Failure to maintain

such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessees' maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;

2. By virtue of Lessee's exercise of the rights granted herein;

3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;

4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;

5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other

public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply

regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

Section 27. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's

Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 28. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars ($50,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Fifty Thousand Dollars ($50,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and

inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond
Real Property – Finance Dept. MS 3NFN
PO Box 97010
15670 NE 85th Street
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.
Attn: Lease Admin
5701 S. Sante Fe Dr.
Littleton, CO 80120

With a copy to:

DISH Network
Attn: Wireless Legal Dept.
9601 S. Meridian Blvd.
Englewood, CO 80112

Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is

identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,
a Washington municipal corporation

By: _____

Angela Birney, Mayor

Date: _____

DISH Wireless, L.L.C.,
a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

Notary Seal

Please stay within block.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _ _____ of _____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

Notary Seal Please stay within block.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of _____

Residing In: _____

My Commission Expires: _____

EXHIBIT A
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

(Legal Description of Facility)

The east half of the northeast quarter of the southeast quarter of the southwest quarter of Section 36, Township 26 North, Range 5 East, W.M., EXCEPT the north 30 feet thereof for road as conveyed to the City of Redmond by deed recorded under Auditor's File No. 5446197.

EXHIBIT B
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

(Written description of Lessee's Telecommunications Facilities)

EDUCATION HILL WATER TOWER SESEA00140

	Sq Ft.	Quantity	Total (Sq Ft.)
Water Tower			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	61.9	1	61.9
Ground Lease Area 15' x 10'	150		150
1 Cabinet and 1 H-frame		1	
TOTAL			**322.15**

EXHIBIT C
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

(Illustrated Site Plan of Lessee's Telecommunications Facilities

from pages* T-1, A-1, A-2, A-3, and A-5 *of the Lessee's construction plans set)

DISH Wireless L.L.C. SITE ID:

SESEA00140C

DISH Wireless L.L.C. SITE ADDRESS:

10365 172ND AVE NE
REDMOND, WA 98052-3101

WASHINGTON - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2018 IBC W/ W.A.C. AMENDMENTS
MECHANICAL	2018 IMC W/ W.A.C. AMENDMENTS
ELECTRICAL	2020 NEC W/ W.A.C. AMENDMENTS

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA PLAN, ELEVATION AND SCHEDULE
A-4	WEST ELEVATION
A-5	EAST ELEVATION
A-6	CONCRETE SLAB AND H-FRAME DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

WATER TANK SCOPE OF WORK:
- INSTALL (12) PROPOSED PANEL ANTENNAS (4 PER SECTOR)
- INSTALL PROPOSED JUMPERS
- INSTALL (3) HCS CABLE USING MAGNET INSTALLATION
- INSTALL (24) PROPOSED RRUs (8 PER SECTOR)
- INSTALL (3) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER SECTOR)

GROUND SCOPE OF WORK:
- INSTALL (1) PROPOSED CONCRETE SLAB
- INSTALL (2) PROPOSED EQUIPMENT CABINET
- INSTALL (4) PROPOSED INCELL BATTERIES
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
- INSTALL (1) PROPOSED METER
- INSTALL (1) PPC W/ GEN PLUG

SITE PHOTO

UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF WASHINGTON
(800) 642-2444
WWW.CALLBEFOREYOUDIG.ORG

CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

811

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER:	CITY OF REDMOND
ADDRESS:	15670 NE 85TH ST REDMOND, WA 98073
TOWER TYPE:	WATER TANK
COUNTY:	KING COUNTY
LATITUDE (NAD 83):	47.692744°
LONGITUDE (NAD 83):	-122.111139°
ZONING JURISDICTION:	CITY OF REDMOND
ZONING DISTRICT:	MP (MANUFACTURING PARK)
PARCEL NUMBER:	3626059031
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	PSE
TELEPHONE COMPANY:	AT&T

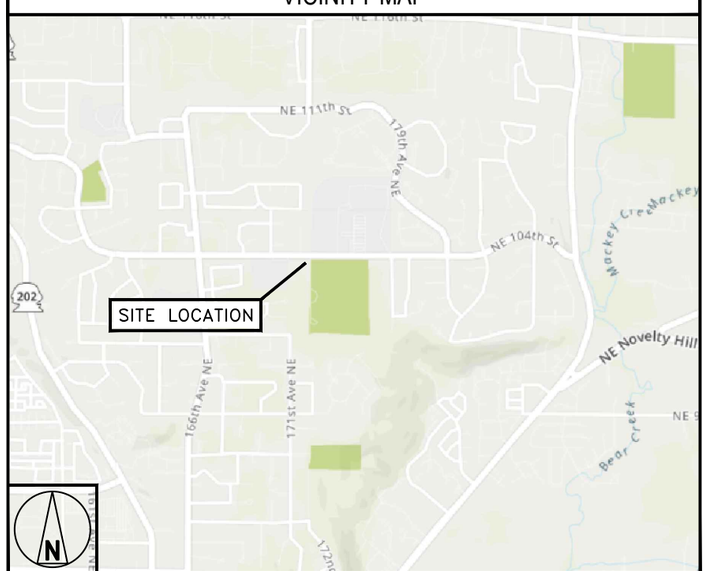
PROJECT DIRECTORY

APPLICANT:	DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
APP. CONTACT:	PAIGE NAYES PAIGE.NAYES@DISH.COM (925) 872-1709
SITE DESIGNER:	MODUS, LLC 1614 SE 10TH AVE PORTLAND, OR 97214
PROJECT MANAGER:	PAIGE NAYES (925) 872-1709 PAIGE.NAYES@DISH.COM
CONSTRUCTION MANAGER:	EDWIN JENNINGS EDWIN.JENNIGS@DISH.COM
RF ENGINEER:	MOHAMED ALFASI MOHAMED.ALFASI@DISH.COM

DIRECTIONS

DIRECTIONS FROM SEA TAC AIRPORT:
- HEAD SOUTHEAST ON AIRPORT EXPRESSWAY TOWARD DEPARTURES DR
- SLIGHT LEFT ONTO AIRPORT EXPRESSWAY
- KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR WA-518 E/I-5/I-405/SEATTLE/TACOMA
- MERGE ONTO WA-518 E
- KEEP LEFT TO CONTINUE ON I-405 N
- TAKE EXIT 14 FOR WA-520 TOWARD SEATTLE/REDMOND
- KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR 124TH AVE NE AND MERGE ONTO WA-520 E
- CONTINUE ONTO AVONDALE RD
- TURN LEFT ONTO NE 104TH ST

VICINITY MAP



NO SCALE

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	01.06.2022	90% ZD
B	03.04.2022	90% ZD
0	03.23.2022	90% CD
1	05.25.2022	100% CD
2	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00140C

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00140C

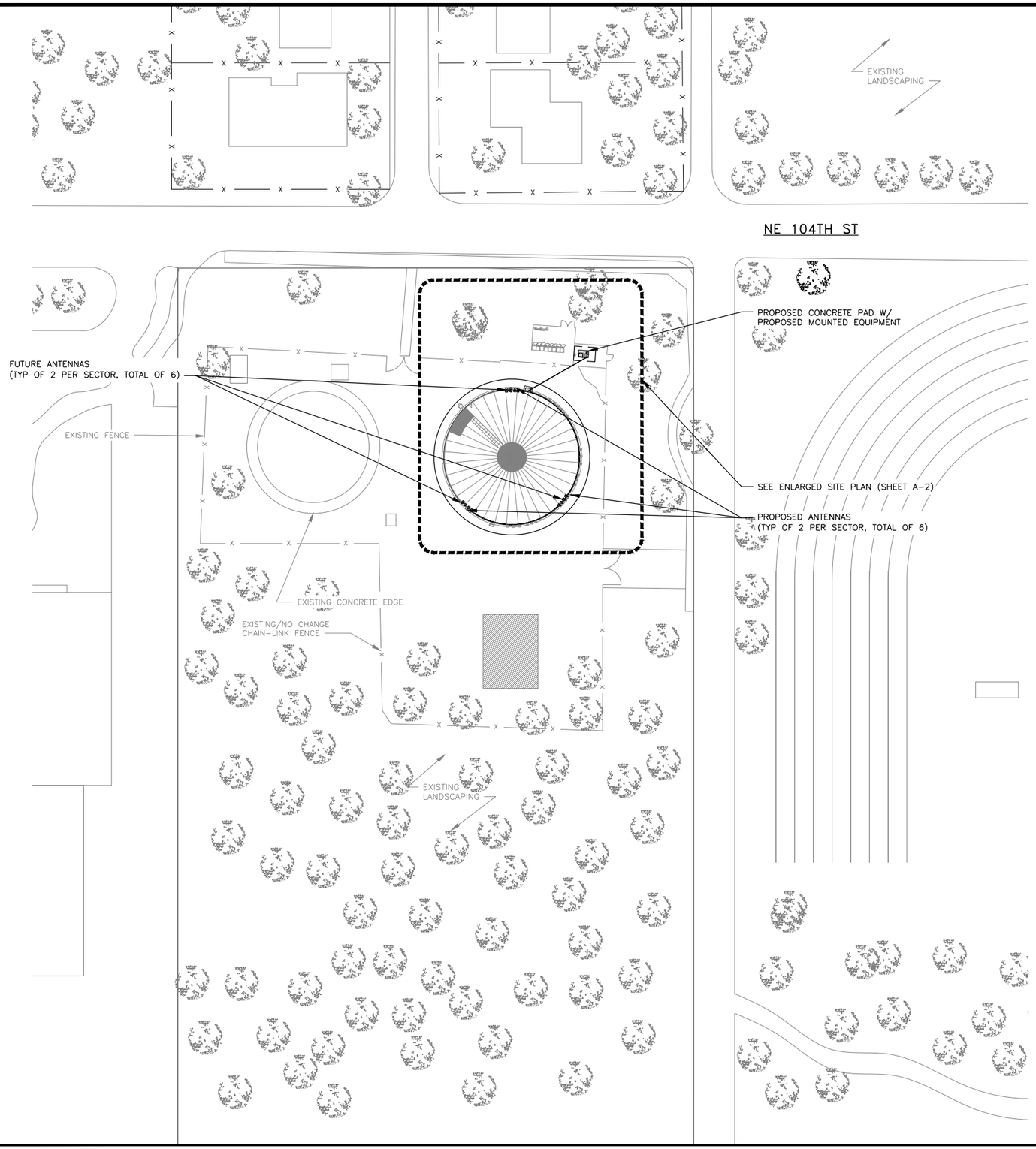
10365 172ND AVE NE
REDMOND, WA 98052-3101

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1



OVERALL SITE PLAN

40' 20' 0 40' 80'
1"=40'

1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

dish wireless

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10365 172ND AVE NE
REDMOND, WA 98052-3101

SHEET TITLE

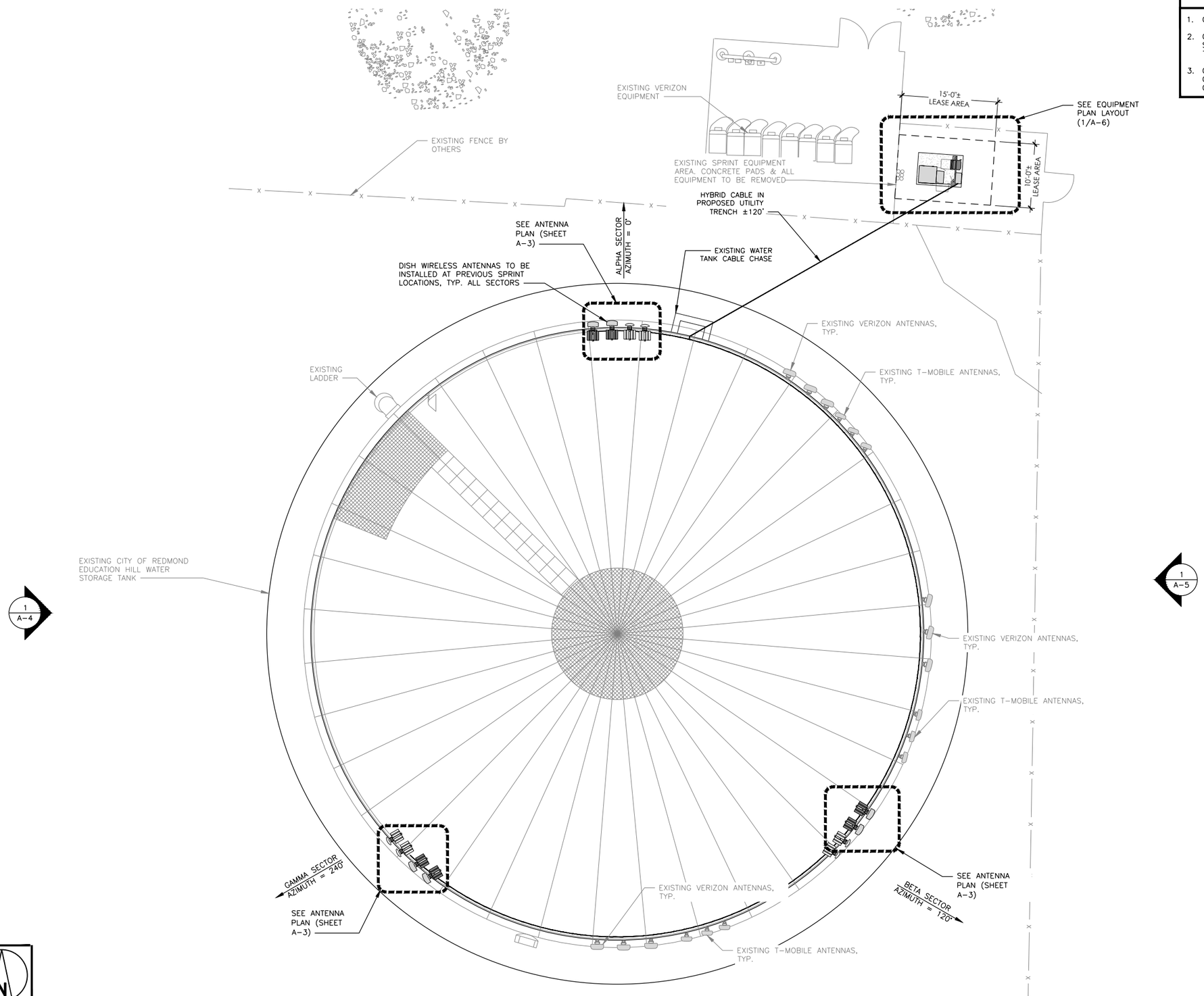
OVERALL SITE PLAN

SHEET NUMBER

A-1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. CONTRACTOR TO VERIFY WITH C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.



ENLARGED SITE PLAN

8' 4' 0 8' 16'
1/8"=1'-0"

1

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DRAWN BY:	CHECKED BY:	APPROVED BY:
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RFDS REV #: 1 XX/XX/XX

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A&E PROJECT NUMBER
SESEA00140C

DISH Wireless L.L.C.
PROJECT INFORMATION
SESEA00140C

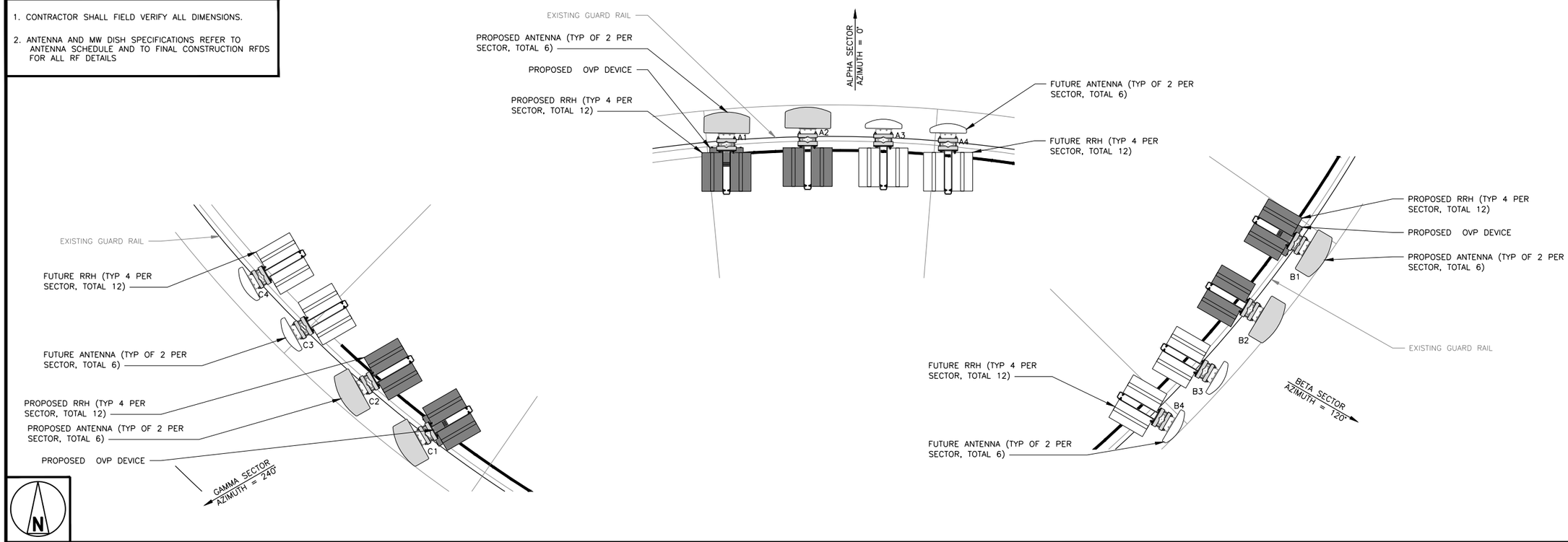
10365 172ND AVE NE
REDMOND, WA 98052-3101

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

NOTES

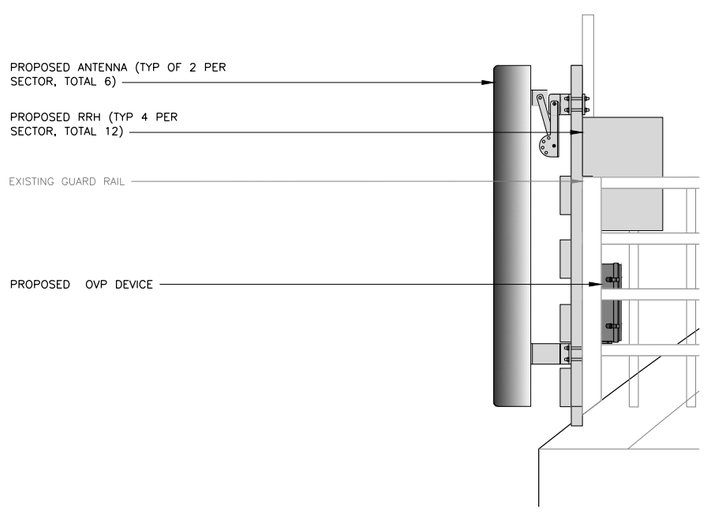
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS



ANTENNA PLAN (TYPICAL PER SECTOR)

12" 6" 0 1' 2' 3'
3/4"=1'-0"

1



ANTENNA PLAN (TYPICAL PER SECTOR)

12" 6" 0 1' 2' 3'
3/4"=1'-0"

2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1/A2	PROPOSED	PENDING RFDS	5G	PENDING RFDS	0°	73'-9"	(1) HCS CABLE (127' LONG)
	A3/A4	FUTURE	PENDING RFDS		PENDING RFDS		73'-9"	
BETA	B1/B2	PROPOSED	PENDING RFDS	5G	PENDING RFDS	120°	73'-9"	(1) HCS CABLE (208' LONG)
	B3/B4	FUTURE	PENDING RFDS		PENDING RFDS		73'-9"	
GAMMA	C1/C2	PROPOSED	PENDING RFDS	5G	PENDING RFDS	240°	73'-9"	(1) HCS CABLE (284' LONG)
	C3/C4	FUTURE	PENDING RFDS		PENDING RFDS		73'-9"	

SECTOR	POSITION	RRH	
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY
ALPHA	A1/A2	PENDING RFDS	5G
	A1/A2	PENDING RFDS	5G
	A3/A4	PENDING RFDS	5G
	A3/A4	PENDING RFDS	5G
BETA	B1/B2	PENDING RFDS	5G
	B1/B2	PENDING RFDS	5G
	B3/B4	PENDING RFDS	5G
	B3/B4	PENDING RFDS	5G
GAMMA	C1/C2	PENDING RFDS	5G
	C1/C2	PENDING RFDS	5G
	C3/C4	PENDING RFDS	5G
	C3/C4	PENDING RFDS	5G

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

3

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PORTLAND, OR
97214

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DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	01.06.2022	90% ZD
B	03.04.2022	90% ZD
C	03.23.2022	90% CD
1	05.25.2022	100% CD
2	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00140C

DISH Wireless L.L.C.
PROJECT INFORMATION
SESEA00140C

10365 172ND AVE NE
REDMOND, WA 98052-3101

SHEET TITLE

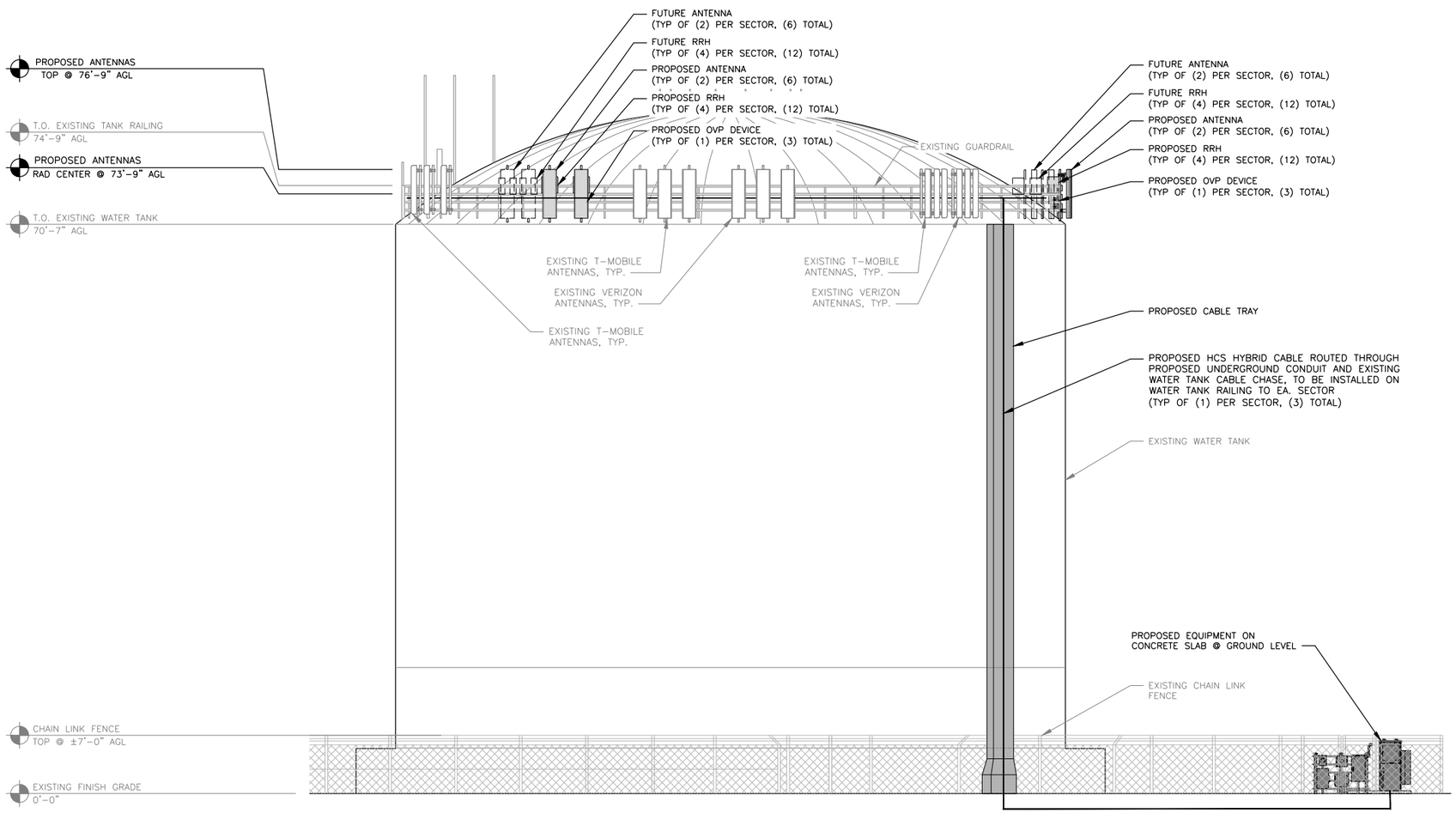
ANTENNA PLAN, ELEVATION AND SCHEDULE

SHEET NUMBER

A-3

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



EAST ELEVATION

8' 4' 0 8' 16'
1/8"=1'-0"

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	01.06.2022	90% ZD
B	03.04.2022	90% ZD
0	03.23.2022	90% CD
1	05.25.2022	100% CD
2	07.27.2022	100% CD

A&E PROJECT NUMBER
SESEA00140C

DISH Wireless L.L.C.
PROJECT INFORMATION
SESEA00140C

10365 172ND AVE NE
REDMOND, WA 98052-3101

SHEET TITLE
EAST ELEVATION

SHEET NUMBER
A-5

DISH Wireless L.L.C. TEMPLATE VERSION 38 - 07/23/2021

FACILITIES LEASE FOR
TELECOMMUNICATIONS FACILITIES

THIS LEASE is entered into as of the _____day of _____, 2022 ("Effective Date") by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code ("RMC") and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application ("Lessee's Equipment") on and adjacent to a portion of the **Novelty Hill/Redmond Ridge Tank No. 1** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **22515 NE Market Place Drive, Redmond, WA 98053**. Such location ("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the "Premises")**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty-Two Thousand Nine Hundred Forty and no/100 dollars ($32,940.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-Four Thousand Two Hundred and Fifty-Eight and no/100 Dollars ($34,258.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written

notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars ($15,000.00) unless

the City demonstrates the actual expenses exceed fifteen thousand dollars ($15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-

year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

A. The information required pursuant to RMC Section 12.14.300;

B. Any information required pursuant to this Lease;

C. All deposits or charges required pursuant to RMC Chapter 12.14; and

D. The renewal fee required for filing a telecommunications lease application to recover City costs.

E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials

in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable

alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

(1) $2,000,000.00 for bodily injury or death to each person;

(2) $2,000,000.00 for property damage resulting from any one accident; and

(3) $2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of $2,000,000.00 for each person and $2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than $2,000,000.00.

E. Umbrella or excess liability insurance in the amount of $10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its Telecommunications Facilities. Failure to maintain

such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessees' maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;

2. By virtue of Lessee's exercise of the rights granted herein;

3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;

4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;

5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other

public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply

regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

Section 27. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's

Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 28. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars ($50,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Fifty Thousand Dollars ($50,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and

inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond
Real Property – Finance Dept. MS 3NFN
PO Box 97010
15670 NE 85th Street
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.
Attn: Lease Admin
5701 S. Sante Fe Dr.
Littleton, CO 80120

With a copy to:

DISH Network
Attn: Wireless Legal Dept.
9601 S. Meridian Blvd.
Englewood, CO 80112

Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is

identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,
a Washington municipal corporation

By: _____

Angela Birney, Mayor

Date: _____

DISH Wireless, L.L.C.,
a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

Notary Seal

Please stay within block.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _ _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

Notary Seal Please stay within block.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of _____

Residing In: _____

My Commission Expires: _____

EXHIBIT A
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

(Legal Description of Facility)

King County Parcel Number: 7202250270

Parcel "W-1" Water Tank site of Redmond Ridge Master Plat, according to plat recorded in Volume 191 of Plats of pages 61 through 80, inclusive, under Recording No. 19991005000688 in King County, Washington.

EXHIBIT B
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

(Written description of Lessee's Telecommunications Facilities)

REDMOND RIDGE-NOVELTY HILL WATER TOWER
SESEA00495

	Sq Ft.	Quantity	Total (Sq Ft.)
Water Tower			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	58.5	1	58.5
Ground Lease Area 21'.4" x 10'.5"	222		222
1 Cabinet and 1 H-frame		1	
TOTAL			**390.75**

EXHIBIT C
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages T-1, A-1, A-2, A-3, and A-5 of the Lessee's approved construction plans set dated 7/27/22)

DISH Wireless L.L.C. SITE ID:

SESEA00495B

DISH Wireless L.L.C. SITE ADDRESS:

22915 NE ALDER CREST DR
REDMOND, WA 98053

WASHINGTON - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2018 IBC W/ W.A.C. AMENDMENTS
MECHANICAL	2018 IMC W/ W.A.C. AMENDMENTS
ELECTRICAL	2020 NEC W/ W.A.C. AMENDMENTS

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA PLAN, ELEVATION AND SCHEDULE
A-4	NORTH ELEVATION
A-5	SOUTH ELEVATION
A-6	CONCRETE SLAB AND H-FRAME DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

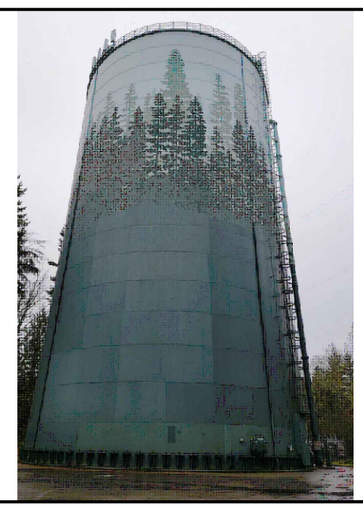
SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

WATER TANK SCOPE OF WORK:
- INSTALL (12) PROPOSED PANEL ANTENNAS (4 PER SECTOR)
- INSTALL (2) PROPOSED SLED MOUNTS
- INSTALL PROPOSED JUMPERS
- INSTALL (3) HCS CABLE WITH MAGNET INSTALLATION
- INSTALL (24) PROPOSED RRUs (8 PER SECTOR)
- INSTALL (3) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER SECTOR)

GROUND SCOPE OF WORK:
- INSTALL (1) PROPOSED CONCRETE SLAB
- INSTALL (2) PROPOSED EQUIPMENT CABINET
- INSTALL (4) PROPOSED INCELL BATTERIES
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
- INSTALL (1) PROPOSED METER
- INSTALL (1) PPC W/ GEN PLUG

SITE PHOTO



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF WASHINGTON
(800) 642-2444
WWW.CALLBEFOREYOUDIG.ORG

CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

811

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER:	CITY OF REDMOND
ADDRESS:	15670 NE 85TH ST REDMOND, WA 98073
TOWER TYPE:	WATER TANK
COUNTY:	KING COUNTY
LATITUDE (NAD 83):	47.69319°
LONGITUDE (NAD 83):	-122.039°
ZONING JURISDICTION:	KING COUNTY
ZONING DISTRICT:	KING COUNTY
PARCEL NUMBER:	7202250270
OCCUPANCY GROUP:	S-2
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	PSE
TELEPHONE COMPANY:	AT&T

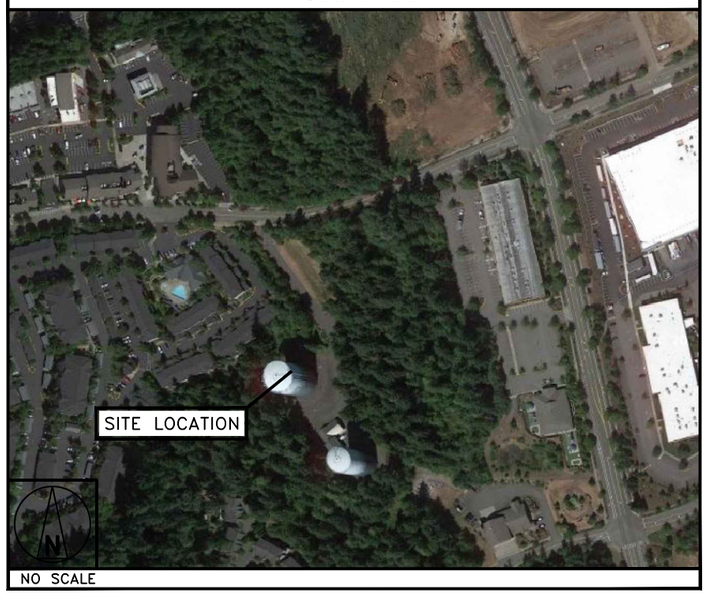
PROJECT DIRECTORY

APPLICANT:	DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
APP. CONTACT:	PAIGE NAYES PAIGE.NAYES@DISH.COM (925) 872-1709
SITE DESIGNER:	MODUS, LLC 1614 SE 10TH AVE PORTLAND, OR 97214
PROJECT MANAGER:	PAIGE NAYES (925) 872-1709 PAIGE.NAYES@DISH.COM
CONSTRUCTION MANAGER:	EDWIN JENNINGS EDWIN.JENNIGS@DISH.COM
RF ENGINEER:	MOHAMED ALFASI MOHAMED.ALFASI@DISH.COM

DIRECTIONS

DIRECTIONS FROM SEA TAC AIRPORT:
- HEAD SOUTHEAST ON AIRPORT EXPRESSWAY TOWARD DEPARTURES DR
- SLIGHT LEFT ONTO AIRPORT EXPRESSWAY
- KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR WA-518 E/I-5/I-405/SEATTLE/TACOMA
- MERGE ONTO WA-518 E
- KEEP LEFT TO CONTINUE ON I-405 N
- TAKE EXIT 14 FOR WA-520 TOWARD SEATTLE/REDMOND
- KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR 124TH AVE NE AND MERGE ONTO WA-520 E
- CONTINUE ONTO AVONDALE RD
- SLIGHT RIGHT ONTO NE NOVELTY HILL RD
- AT THE TRAFFIC CIRCLE, CONTINUE STRAIGHT TO STAY ON NE NOVELTY HILL RD
- TURN RIGHT ONTO CEDAR PARK CRES NE
- TURN LEFT ONTO NE MARKETPLACE DR

VICINITY MAP



NO SCALE

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
1	01.06.2022	90% ZD
2	03.04.2022	90% ZD
0	03.23.2022	90% CD
1	06.08.2022	100% CD
2	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00495B

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00495B

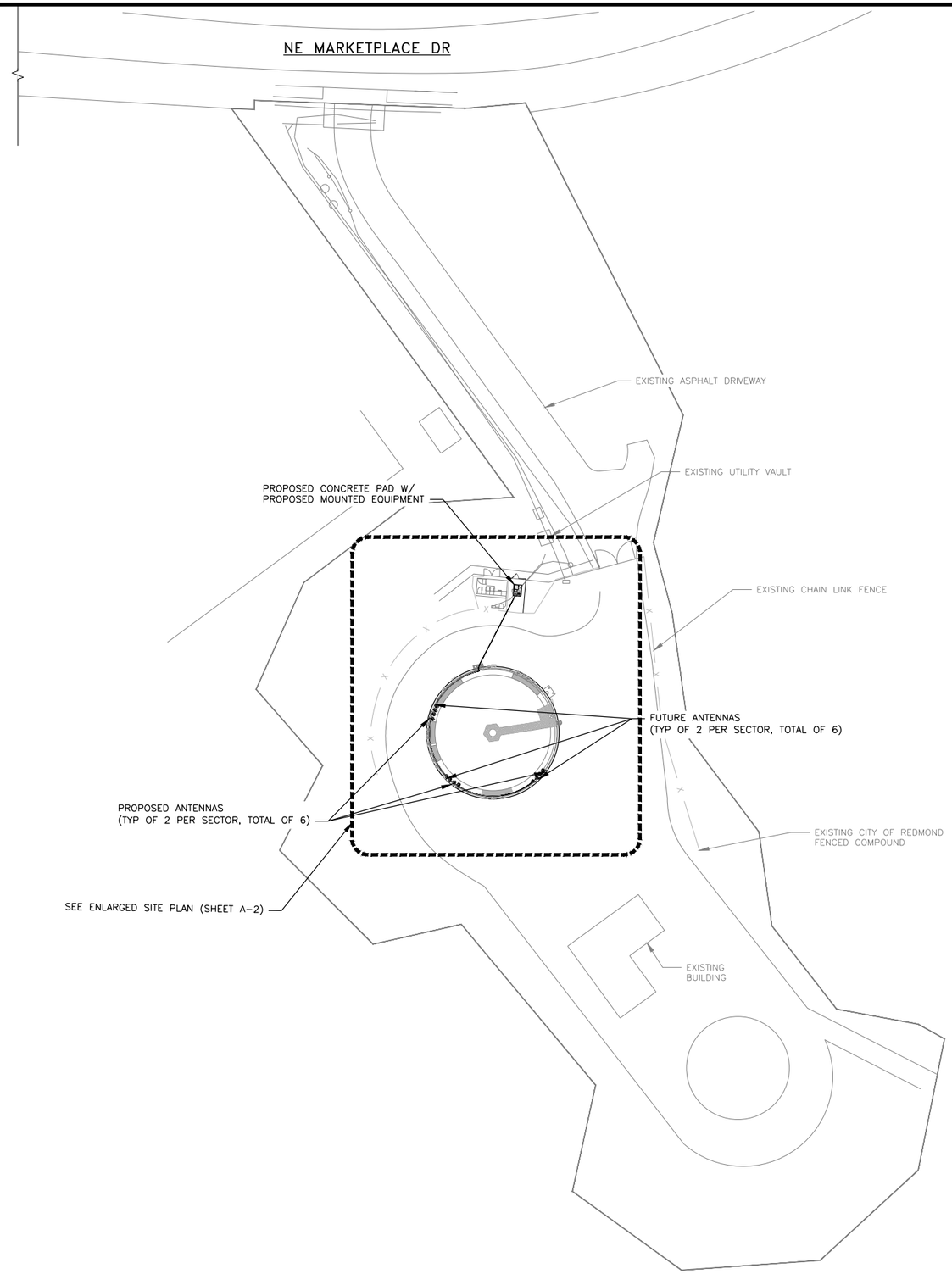
22915 NE ALDER CREST DR
REDMOND, WA 98053

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

OVERALL SITE PLAN

40' 20' 0 40' 80'
1"=40'

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	01.06.2022	90% ZD
B	03.04.2022	90% ZD
0	03.23.2022	90% CD
1	06.08.2022	100% CD
2	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00495B

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00495B

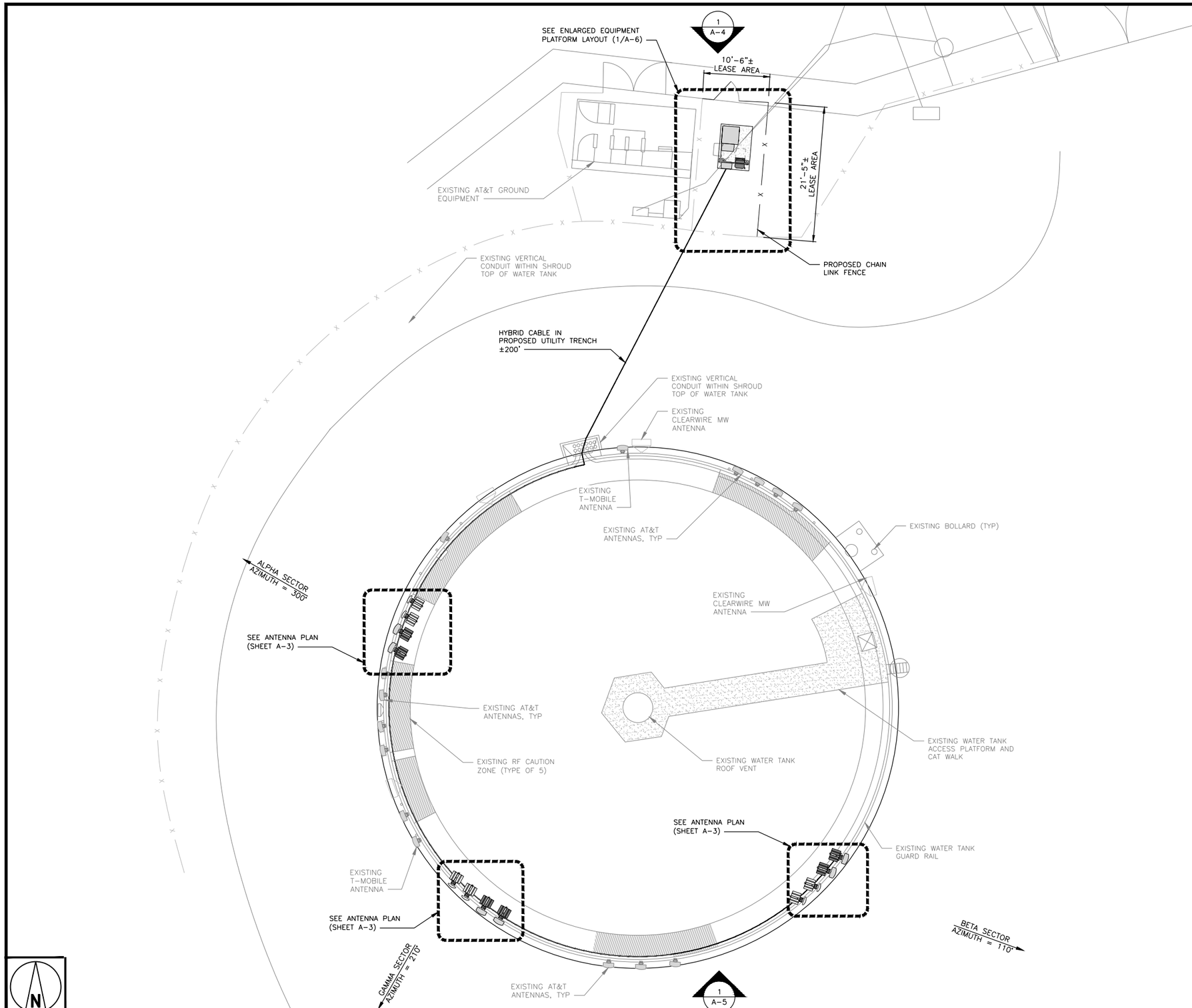
22915 NE ALDER CREST DR
REDMOND, WA 98053

SHEET TITLE

OVERALL
SITE PLAN

SHEET NUMBER

A-1



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. CONTRACTOR TO VERIFY WITH C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
4. UTILITY RUBBER MAT TO BE IN STALLED UNDER ALL PROPOSED EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE

ENLARGED SITE PLAN

8' 4' 0 8' 16'
1/8"=1'-0"

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
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CONSTRUCTION DOCUMENTS

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SESEA00495B

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00495B

22915 NE ALDER CREST DR
REDMOND, WA 98053

SHEET TITLE

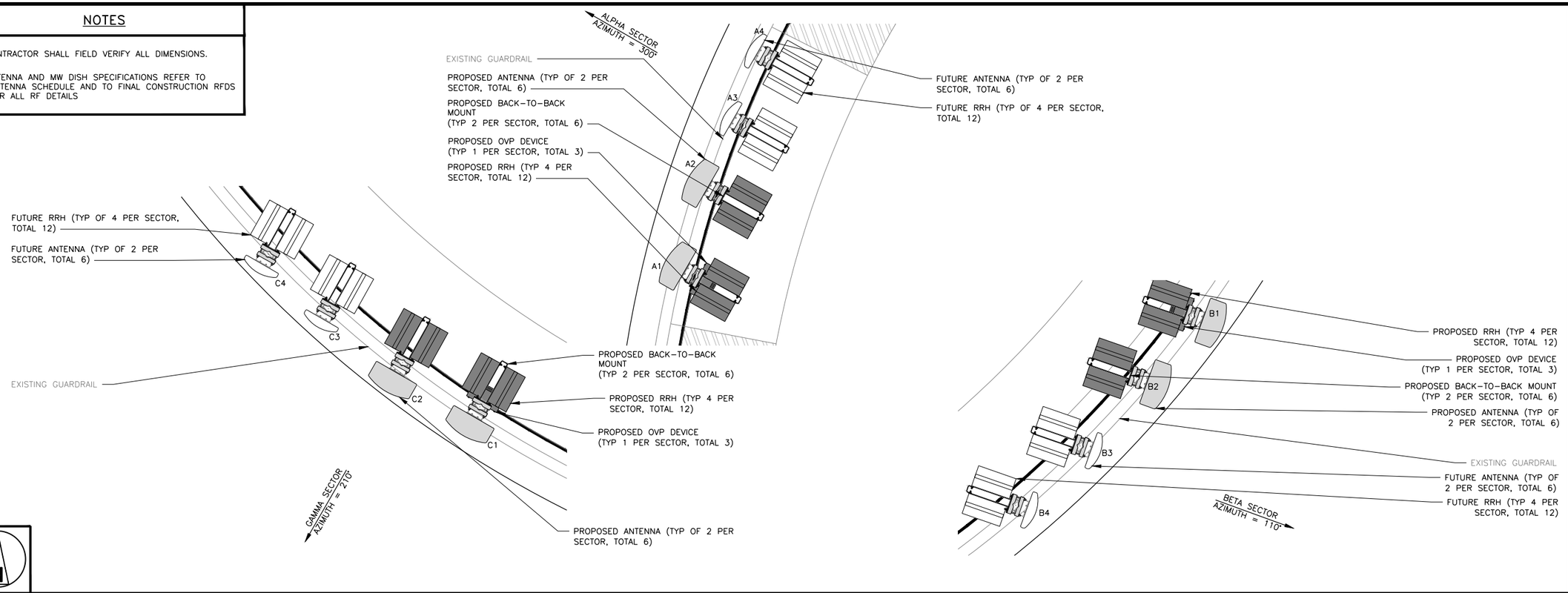
ENLARGED SITE PLAN

SHEET NUMBER

A-2

NOTES

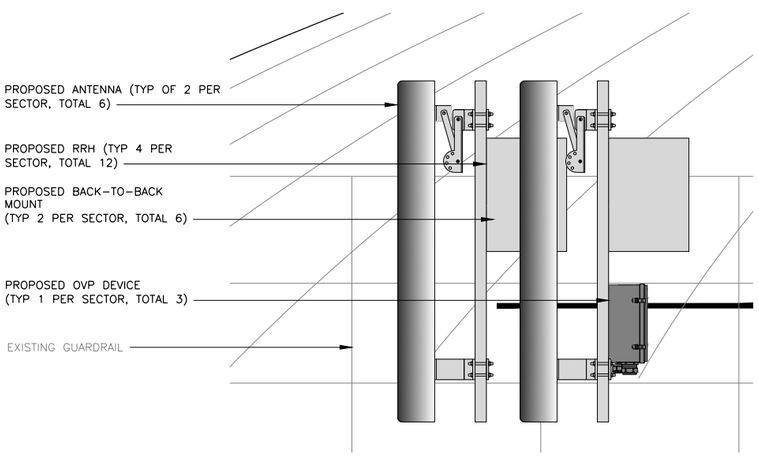
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS



ANTENNA PLAN (TYPICAL PER SECTOR)

12" 6" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

1



ANTENNA ELEVATION

12" 6" 0 1' 2' 3'
3/4"=1'-0"

2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1/A2	PROPOSED	JMA MX08FR0665-21	5G	72"-20"-8"	300°	142'-0"	(1) HCS CABLE (225' LONG)
	A3/A4	FUTURE	FUTURE ANTENNA		72"-20"-8"		142'-0"	
BETA	B1/B2	PROPOSED	JMA MX08FR0665-21	5G	72"-20"-8"	110°	142'-0"	(1) HCS CABLE (331' LONG)
	B3/B4	FUTURE	FUTURE ANTENNA		72"-20"-8"		142'-0"	
GAMMA	C1/C2	PROPOSED	JMA MX08FR0665-21	5G	72"-20"-8"	210°	142'-0"	(1) HCS CABLE (273' LONG)
	C3/C4	FUTURE	FUTURE ANTENNA		72"-20"-8"		142'-0"	

SECTOR	POSITION	RRH	
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY
ALPHA	A1/A2	FUJITSU T08025 B604	5G
	A1/A2	FUJITSU T08025 B605	5G
	A3/A4	FUJITSU T08025 B604	5G
	A3/A4	FUJITSU T08025 B605	5G
BETA	B1/B2	FUJITSU T08025 B604	5G
	B1/B2	FUJITSU T08025 B605	5G
	B3/B4	FUJITSU T08025 B604	5G
	B3/B4	FUJITSU T08025 B605	5G
GAMMA	C1/C2	FUJITSU T08025 B604	5G
	C1/C2	FUJITSU T08025 B605	5G
	C3/C4	FUJITSU T08025 B604	5G
	C3/C4	FUJITSU T08025 B605	5G

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

3

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
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PORTLAND, OR
97214

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DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

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A&E PROJECT NUMBER

SESEA00495B

DISH Wireless L.L.C.
PROJECT INFORMATION
SESEA00495B

22915 NE ALDER CREST DR
REDMOND, WA 98053

SHEET TITLE

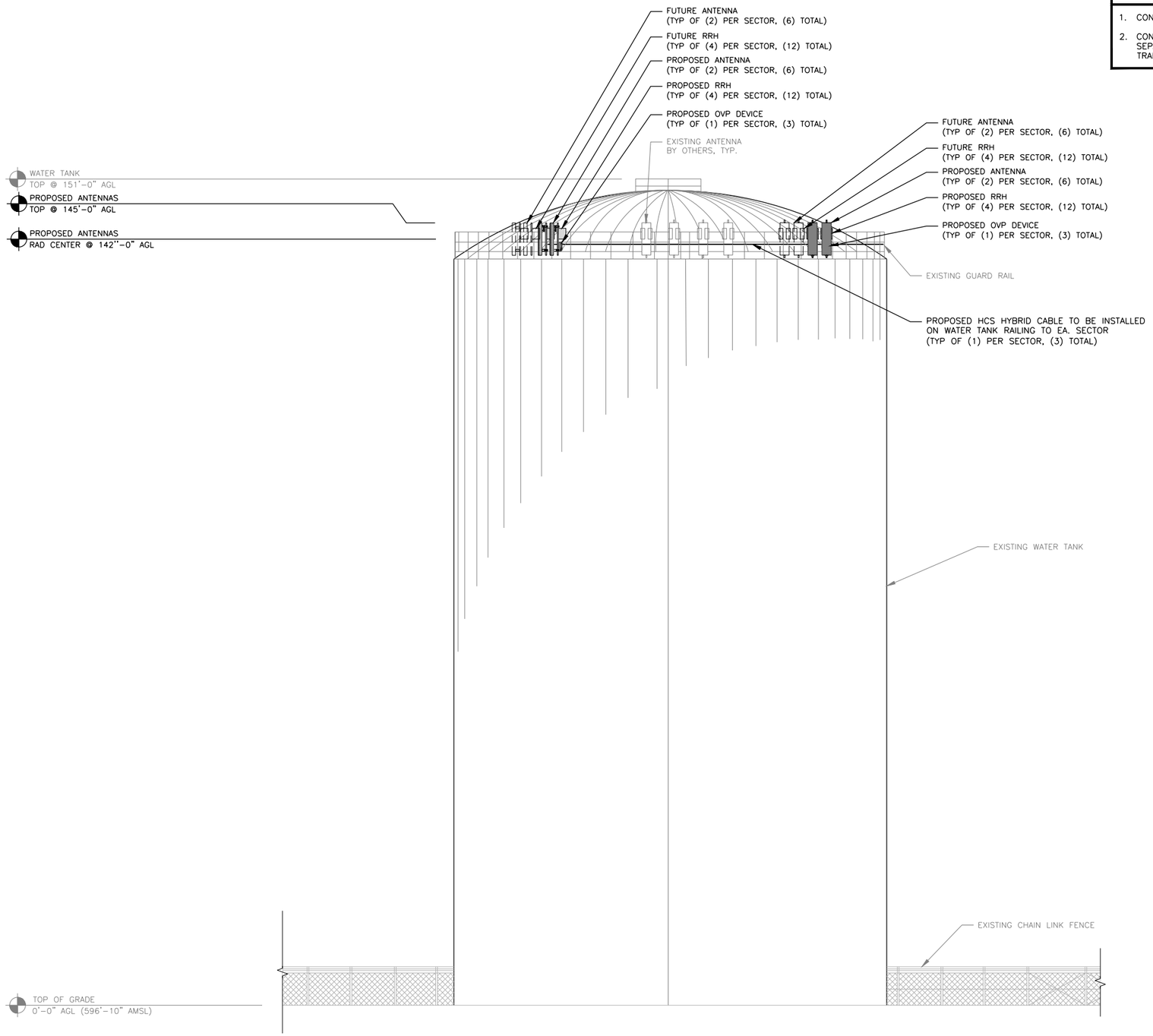
ANTENNA PLAN, ELEVATION AND SCHEDULE

SHEET NUMBER

A-3

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



SOUTH ELEVATION

12' 8' 4' 0 10' 20'
3/32"=1'-0"

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

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DRAWN BY:	CHECKED BY:	APPROVED BY:
APE	BPM	LJB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
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A&E PROJECT NUMBER

SESEA00495B

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00495B

22915 NE ALDER CREST DR
REDMOND, WA 98053

SHEET TITLE

SOUTH ELEVATION

SHEET NUMBER

A-5

FACILITIES LEASE FOR
TELECOMMUNICATIONS FACILITIES

THIS LEASE is entered into as of the _____ day of _____, 2022 ("Effective Date") by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code ("RMC") and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application ("Lessee's Equipment") on and adjacent to a portion of the **SERT (Southeast Redmond Water Storage Tank)** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **18609 NE 65TH St., Redmond, WA 98052**. Such location ("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the "Premises")**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that

any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty-Six Thousand Two Hundred and Fifty-Two no/100 dollars ($36,252.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-Seven Thousand Seven Hundred and Two and no/100 Dollars ($37,702.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City

issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing,

installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars ($15,000.00) unless the City demonstrates the actual expenses exceed fifteen thousand dollars ($15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the

then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

A. The information required pursuant to RMC Section 12.14.300;

B. Any information required pursuant to this Lease;

C. All deposits or charges required pursuant to RMC Chapter 12.14; and

D. The renewal fee required for filing a telecommunications lease application to recover City costs.

E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the

Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee

may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days

following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

(1) $2,000,000.00 for bodily injury or death to each person;

(2) $2,000,000.00 for property damage resulting from any one accident; and

(3) $2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of $2,000,000.00 for each person and $2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than $2,000,000.00.

E. Umbrella or excess liability insurance in the amount of $10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its Telecommunications Facilities. Failure to maintain such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessees' maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;

2. By virtue of Lessee's exercise of the rights granted herein;

3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;

4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;

5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee’s operations hereunder, Lessee shall, at Lessee’s sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City’s own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys’ fees and shall also include the reasonable value of any services rendered by the City Attorney’s office, and the actual expenses of City’s agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any

settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind

services provided for under this Lease.

Section 27. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 28. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars ($50,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Fifty Thousand Dollars ($50,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists

or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond
Real Property – Finance Dept. MS 3NFN
PO Box 97010
15670 NE 85th Street
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.
Attn: Lease Admin
5701 S. Sante Fe Dr.
Littleton, CO 80120

With a copy to:

DISH Network
Attn: Wireless Legal Dept.
9601 S. Meridian Blvd.
Englewood, CO 80112

Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,
a Washington municipal corporation

By: _____

Angela Birney, Mayor

Date: _____

DISH Wireless, L.L.C.,
a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

Notary Seal

Please stay within block.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ___ _____ of _____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.

Notary Seal Please stay within block.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of _____

Residing In: _____

My Commission Expires: _____

EXHIBIT A
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

(Legal Description of Facility)

A parcel of land lying within the southwest quarter of Section 7, Township 25 North, Range 6 East, Willamette Meridian, lying within King County, Washington and being more particularly described as follows:

Beginning at the southwest corner of the Cadman Gravel Company Binding Site Plan as recorded under Volume 130 of Plats, Pages 97-100, records of King County, thence North 00°17'43" East, 167.03 feet, to the southerly right-of-way line of James Campbell Road, as surveyed under survey No. 2712, Volume 396A, records of King County; thence South 89°14'17" East, 49.12 feet, along said right-of-way line, to a point of curvature; thence along said curve, having a radius length of 316.48 feet, a central angle of 31°06'38" to the left, an arc distance of 171.84 feet; thence leaving said southerly right-of-way line South 00°17'43" West, 45.52 feet, thence continuing South 00°17'43" West, 167.07 feet, to the south line of said Binding Site Plan; thence North 89°13'43" West, 213.01 feet, along the south line to the Point of Beginning.

Together with:

A parcel of land lying within the southeast quarter of the southwest quarter of Section 7, Township 25 North, Range 6 East, Willamette Meridian, lying within King County, Washington and being more particularly described as follows:

Beginning at the southwest corner of the Cadman Gravel Company Binding Site Plan as recorded under Volume 130 of Plats, Pages 97 through 100, inclusive, in King County, Washington; thence North 89°13'44" West, 3.36 feet, along the south line of the north 200 feet of the east half of the southeast quarter of the southwest quarter of the said Section 7 to the west line of said subdivision point being the southwest corner of a tract of land conveyed to Redmond Sportman Association, Inc. by deed recorded under Recording No. 2647686; thence North 00°25'53" East, 167.03 feet, along said west line as shown under Record of Survey filed under Volume 74, Page 49, of said records of King County, to the southerly right of way line of James Campbell Road, as surveyed under Survey No. 2712, Volume 396A, records of King County; thence South 89°14'17" East, 2.96 feet, along said southerly right of way line to the west line of said Cadman Gravel Company Binding Site Plan; thence South 00°17'43" West, 167.03 feet, along said west line to the point of Beginning.

EXHIBIT B
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

(Written description of Lessee's Telecommunications Facilities)

SE REDMOND WATER TOWER SESEA00124

	Sq Ft.	Quantity	Total (Sq Ft.)
Water Tower			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	58.5	1	58.5
Ground Lease Area 16'5"x16'5"	270		270
1 Cabinet and 1 H-frame		1	
TOTAL			**438.75**

EXHIBIT C
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages T-1, A-1, A-2, A-3, A-5 of the Lessee's approved permitted construction plans set)

DISH Wireless L.L.C. SITE ID:

SESEA00124A

DISH Wireless L.L.C. SITE ADDRESS:

18609 NE 65TH ST.
REDMOND, WA 98052

WASHINGTON - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2018 IBC W/ W.A.C. AMENDMENTS
MECHANICAL	2018 IMC W/ W.A.C. AMENDMENTS
ELECTRICAL	2020 NEC W/ W.A.C. AMENDMENTS

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA PLAN, ELEVATION AND SCHEDULE
A-4	NORTH ELEVATION
A-5	SOUTH ELEVATION
A-6	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

WATER TANK SCOPE OF WORK:
- INSTALL (12) PROPOSED PANEL ANTENNAS (4 PER SECTOR)
- INSTALL PROPOSED JUMPERS
- INSTALL (3) HCS CABLE WITH MAGNET INSTALLATION
- INSTALL (24) PROPOSED RRUs (8 PER SECTOR)
- INSTALL (3) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER SECTOR)

GROUND SCOPE OF WORK:
- INSTALL (1) PROPOSED CONCRETE SLAB
- INSTALL (2) PROPOSED EQUIPMENT CABINET
- INSTALL (4) PROPOSED INCELL BATTERIES
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
- INSTALL (1) PROPOSED METER
- INSTALL (1) PPC W/ GEN PLUG

SITE PHOTO

UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF WASHINGTON
(800) 642-2444
WWW.CALLBEFOREYOUDIG.ORG

CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

811

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER:	CITY OF REDMOND
ADDRESS:	15670 NE 85TH ST REDMOND, WA 98073
TOWER TYPE:	WATER TANK
COUNTY:	KING COUNTY
LATITUDE (NAD 83):	47.663481
LONGITUDE (NAD 83):	-122.092260
ZONING JURISDICTION:	CITY OF REDMOND
ZONING DISTRICT:	MP (MANUFACTURING PARK)
PARCEL NUMBER:	072506-9133
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	PSE
TELEPHONE COMPANY:	AT&T

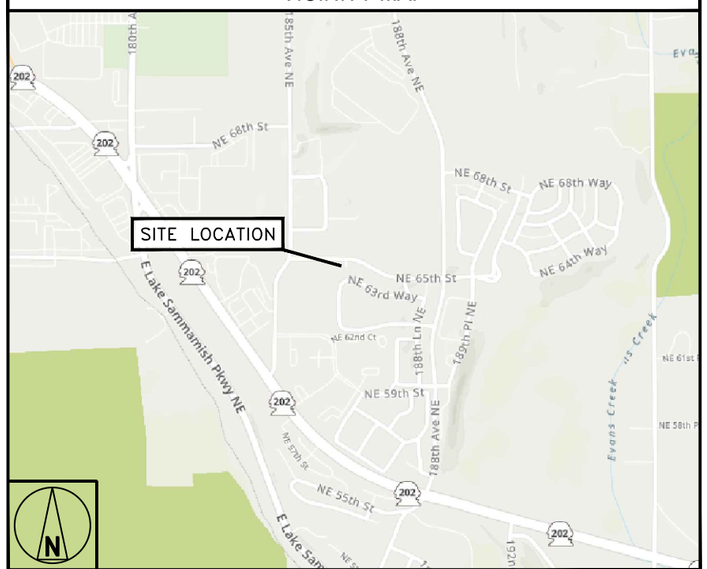
PROJECT DIRECTORY

APPLICANT:	DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
APP. CONTACT:	PAIGE NAYES PAIGE.NAYES@DISH.COM (925) 872-1709
SITE DESIGNER:	MODUS, LLC 1614 SE 10TH AVE PORTLAND, OR 97214
PROJECT MANAGER:	PAIGE NAYES (925) 872-1709 PAIGE.NAYES@DISH.COM
CONSTRUCTION MANAGER:	EDWIN JENNINGS EDWIN.JENNIGS@DISH.COM
RF ENGINEER:	MOHAMED ALFASI MOHAMED.ALFASI@DISH.COM

DIRECTIONS

DIRECTIONS FROM SEA TAC AIRPORT:
- HEAD SOUTHEAST ON AIRPORT EXPRESSWAY TOWARD DEPARTURES DR
- SLIGHT LEFT ONTO AIRPORT EXPRESSWAY
- KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR WA-518 E/I-5/I-405/SEATTLE/TACOMA
- MERGE ONTO WA-518 E
- KEEP LEFT TO CONTINUE ON I-405 N
- TAKE EXIT 14 FOR WA-520 TOWARD SEATTLE/REDMOND
- KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR 124TH AVE NE AND MERGE ONTO WA-520 E
- TAKE THE WA-202/REDMOND WAY EXIT
- TURN RIGHT ONTO WA-202 E/REDMOND WAY
- TURN LEFT ONTO 185TH AVE NE
- TURN RIGHT ONTO NE 65TH ST

VICINITY MAP



NO SCALE

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
JLV	BPM	JLB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
3	01.06.2022	90% ZD
2	03.04.2022	90% ZD
1	03.23.2022	90% CD
1	06.15.2022	100% CD
2	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00124A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE

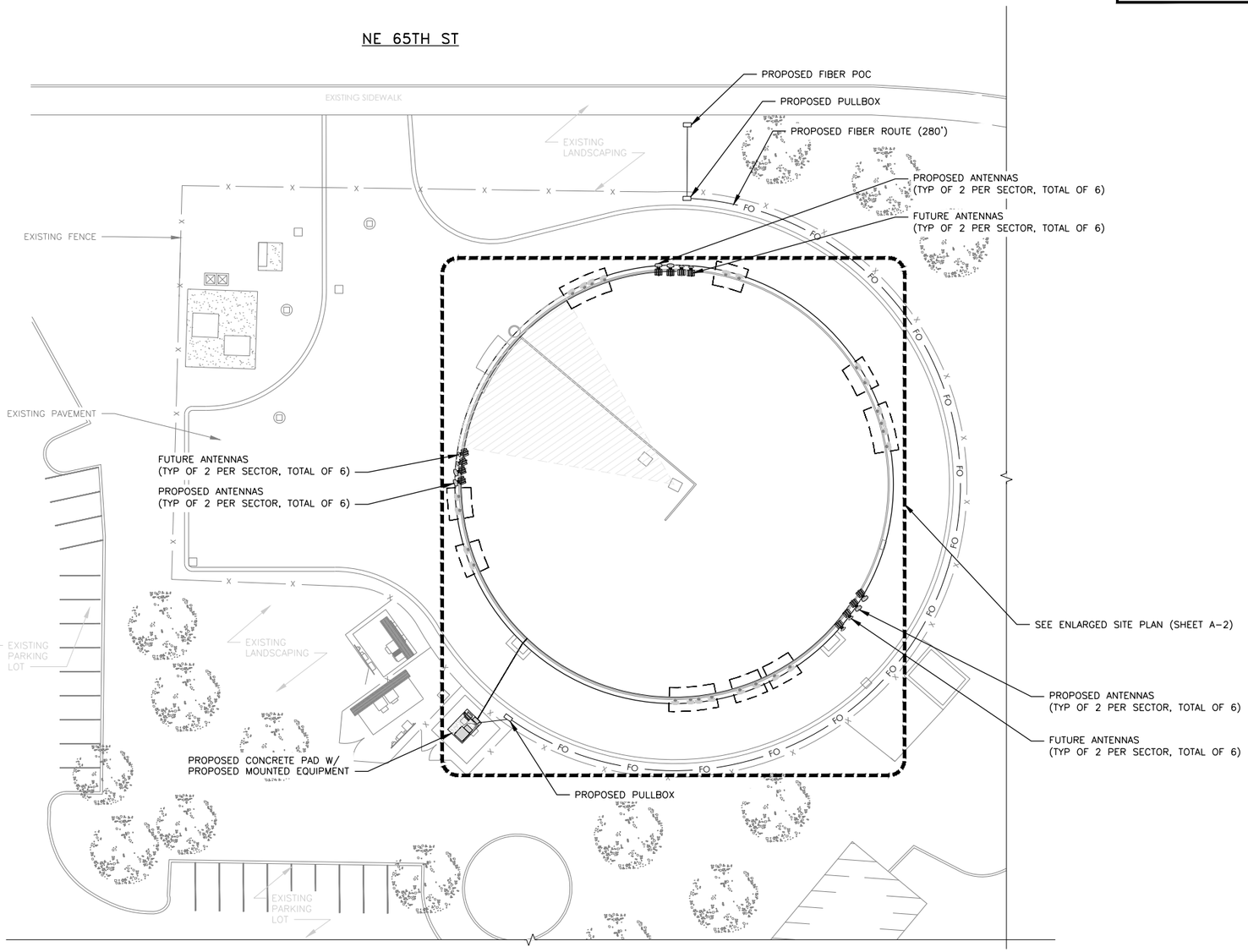
TITLE SHEET

SHEET NUMBER

T-1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. PROPOSED WORK IS COMPLIANT WITH 6409(a) ELIGIBILITY FACILITIES REQUEST CRITERIA



N

OVERALL SITE PLAN

16' 12' 8' 4' 0 16' 32'
1/16"=1'-0"

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

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JLV	BPM	JLB

RFDS REV #: 1 XX/XX/XX

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SESEA00124A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

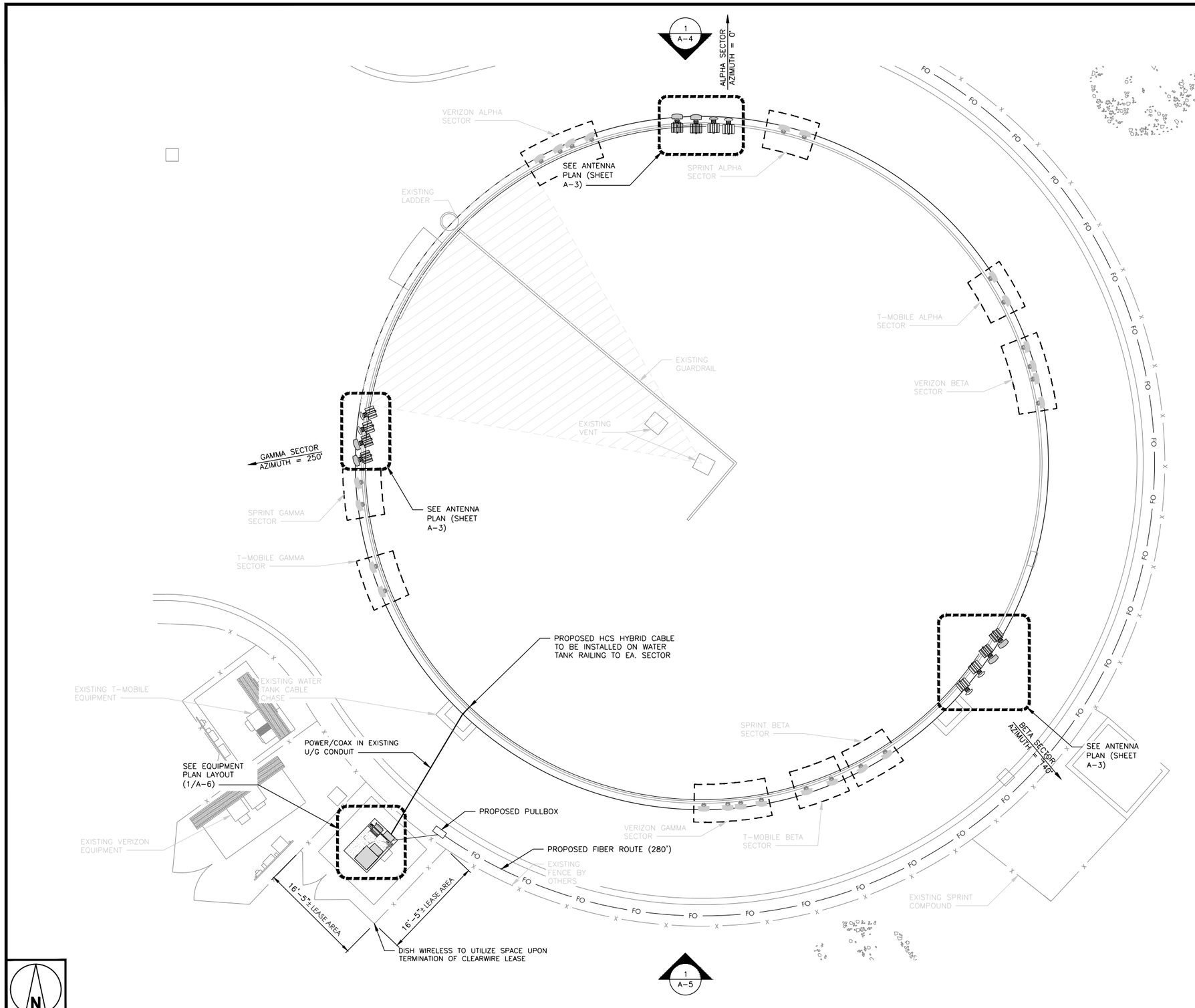
SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

A-1

DISH Wireless L.L.C. TEMPLATE VERSION 38 – 07/23/2021



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. CONTRACTOR TO VERIFY WITH C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.

ENLARGED SITE PLAN

8' 4' 0 8' 16'
1/8"=1'-0"

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
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PORTLAND, OR
97214

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JLV	BPM	JLB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

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A&E PROJECT NUMBER

SESEA00124A

DISH Wireless L.L.C. PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE

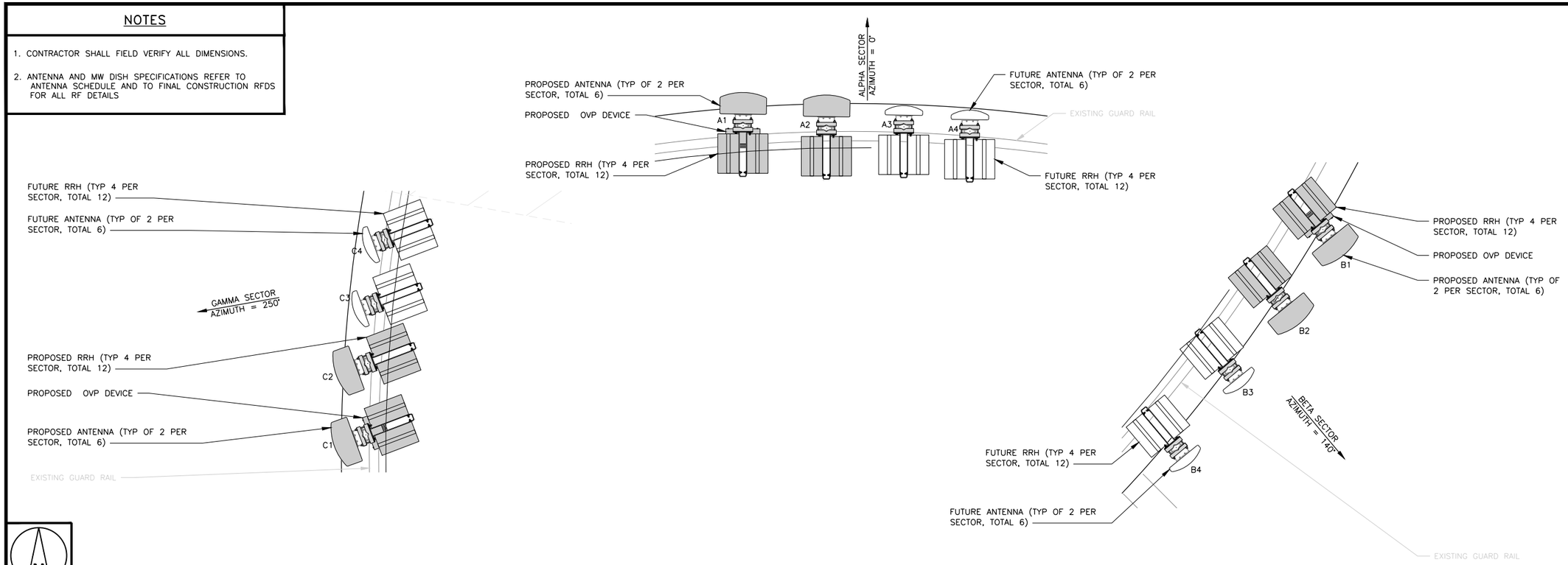
ENLARGED SITE PLAN

SHEET NUMBER

A-2

NOTES

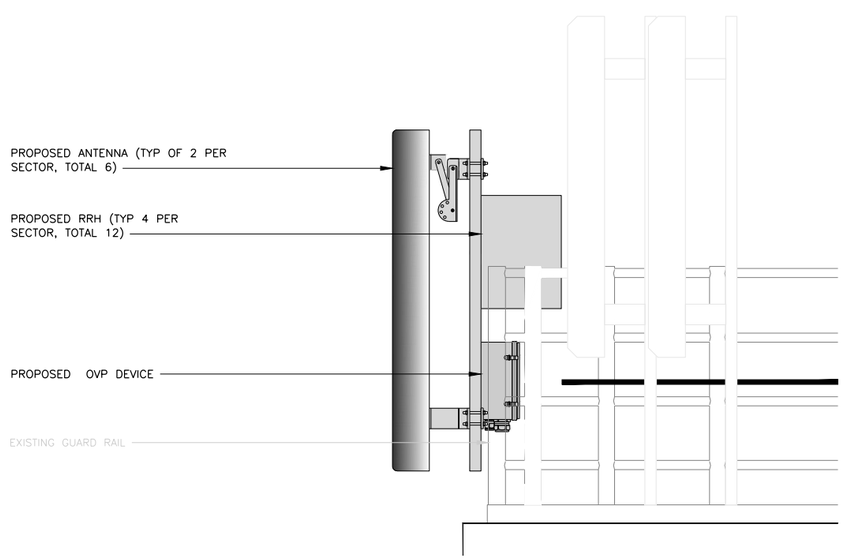
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS



ANTENNA PLAN (TYPICAL PER SECTOR)

12" 6" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

1



ANTENNA ELEVATION

12" 6" 0 1' 2' 3'
3/4"=1'-0"

2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1/A2	PROPOSED	JMA MX08FR0665-21	5G	72"-20"-8"	0°	75'-0"	(1) HCS CABLE (240' LONG)
	A3/A4	FUTURE	FUTURE ANTENNA		72"-20"-8"		75'-0"	
BETA	B1/B2	PROPOSED	JMA MX08FR0665-21	5G	72"-20"-8"	140°	75'-0"	(1) HCS CABLE (195' LONG)
	B3/B4	FUTURE	FUTURE ANTENNA		72"-20"-8"		75'-0"	
GAMMA	C1/C2	PROPOSED	JMA MX08FR0665-21	5G	72"-20"-8"	250°	75'-0"	(1) HCS CABLE (150' LONG)
	C3/C4	FUTURE	FUTURE ANTENNA		72"-20"-8"		75'-0"	

SECTOR	POSITION	RRH	
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY
ALPHA	A1/A2	FUJITSU T08025 B604	5G
	A1/A2	FUJITSU T08025 B605	5G
	A3/A4	FUJITSU T08025 B604	5G
	A3/A4	FUJITSU T08025 B605	5G
BETA	B1/B2	FUJITSU T08025 B604	5G
	B1/B2	FUJITSU T08025 B605	5G
	B3/B4	FUJITSU T08025 B604	5G
	B3/B4	FUJITSU T08025 B605	5G
GAMMA	C1/C2	FUJITSU T08025 B604	5G
	C1/C2	FUJITSU T08025 B605	5G
	C3/C4	FUJITSU T08025 B604	5G
	C3/C4	FUJITSU T08025 B605	5G

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

3

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JLV	BPM	JLB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	01.06.2022	90% ZD
B	03.04.2022	90% ZD
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2	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00124A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE

ANTENNA PLAN, ELEVATION AND SCHEDULE

SHEET NUMBER

A-3

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
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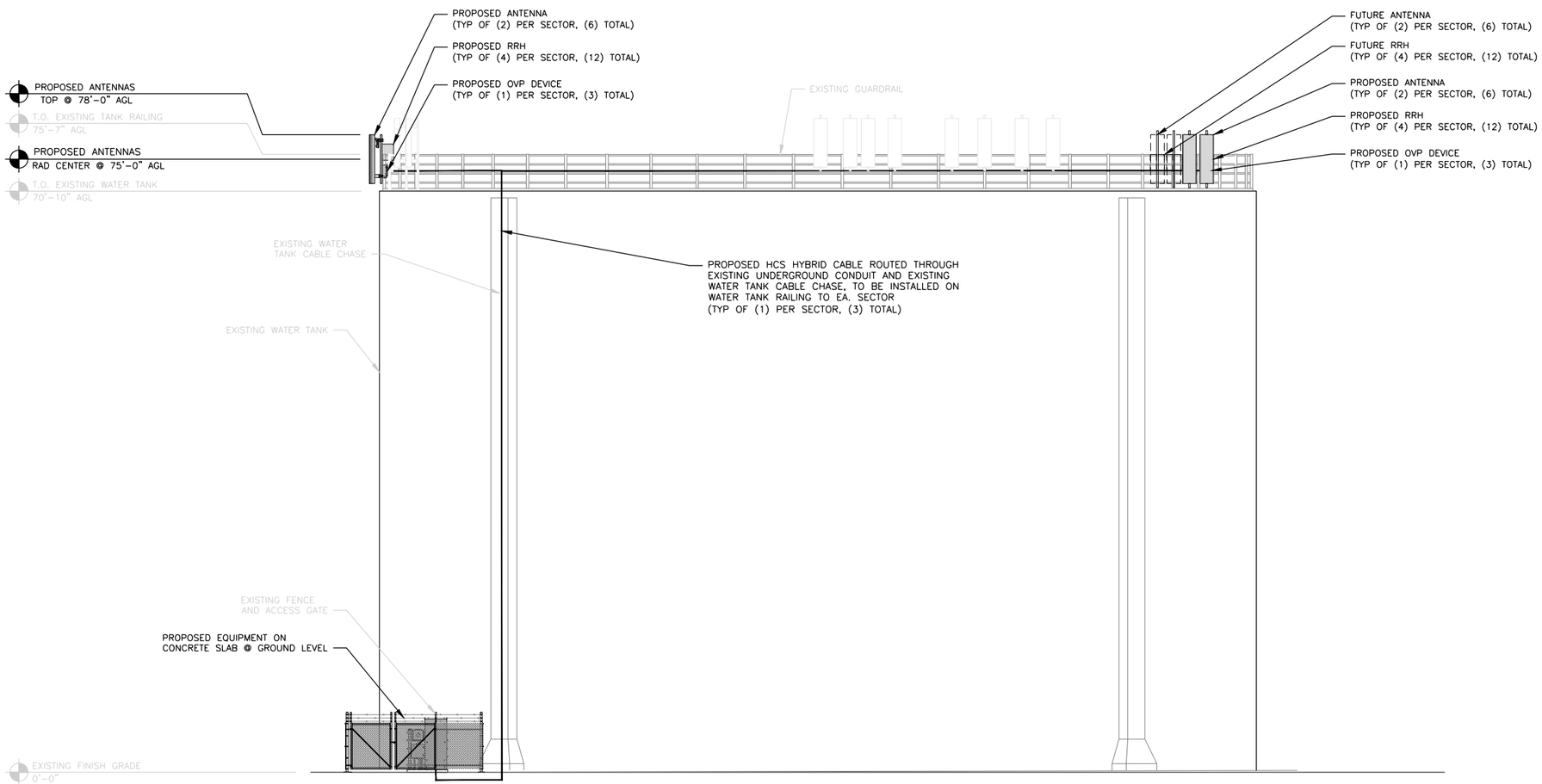

SOUTH ELEVATION

8' 4' 0 8' 16'
1/8"=1'-0"

1

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

MODUS, LLC
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PORTLAND, OR
97214

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JLV	BPM	JLB

RFDS REV #: 1 XX/XX/XX

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A&E PROJECT NUMBER

SESEA00124A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE

SOUTH ELEVATION

SHEET NUMBER

A-5

DISH Wireless L.L.C. TEMPLATE VERSION 38 – 07/23/2021

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-119
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Vangie Garcia	Transportation Planning and Engineering Manager
Planning and Community Development	Micah Ross	Senior Engineer
Planning and Community Development	Seraphie Allen	Deputy Director

TITLE:
Approval of Consultant Agreement with Perteet, in the Amount of $709,638, for Engineering Services for the 70th Street Improvements (Redmond Way to 180th) Project

OVERVIEW STATEMENT:
The Consultant, Perteet, has been selected to conduct the design phase of the 70th Street Improvements (Redmond Way to 180th Street) Project in the amount of $709,638. The project will build a new roadway extending NE 70th Street from Redmond Way to 180th Street. It will include one general purpose lane in each direction, a left turn lane, bicycle lanes, and sidewalks.

The Request for Proposals was advertised in March 2022 and interviews were also conducted in March. Perteet was selected as the best qualified candidate. Staff is requesting approval for the Mayor to sign the consultant agreement for engineering services for design. This approval would also authorize staff to secure property rights necessary to construct and maintain the project.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond Comprehensive Plan, Transportation Master Plan
- **Required:**
  Revised Code of Washington 39.80 and City Purchasing Policies and Procedures requires Council authorization

for the Mayor to sign the contract.

- **Council Request:**
  N/A

- **Other Key Facts:**
  This project has federal funding for the construction phase, expected to take place in 2024. We are requesting this item go forward for Council Approval at the August 16, 2022, Council meeting.
  Grant funds have been awarded to the City for the Construction project phase.

OUTCOMES:

Design and construction of this project supports multimodal movement of people and goods. The extension of NE 70th Street from Redmond Way to 180th Street creates an alternative connection for drivers in addition to the busy Redmond Way and Eastlake Sammamish Parkway intersection as well as creating a more direct path for people walking and riding bicycles.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  A community outreach plan will be developed and implemented during the design phase of the project.
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
This consultant agreement is in the amount of $709,638.
Total Project Cost: $5,239,136

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

Budget Offer Number:
000343

Budget Priority:
Capital Investment Program

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
Annual operations and maintenance costs after facilities are completed.

Funding source(s):
Transportation CIP - Design and Construction $2,539,136
FHWA Grant - Construction $2,700,000

Budget/Funding Constraints:
Construction funds must be obligated by June 2024.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Design services are expected to take place in 2022 - 2024. Right-of-way acquisition is expected to be the critical path component of the design phase. Construction is estimated to start in 2024 and be completed by 2025.

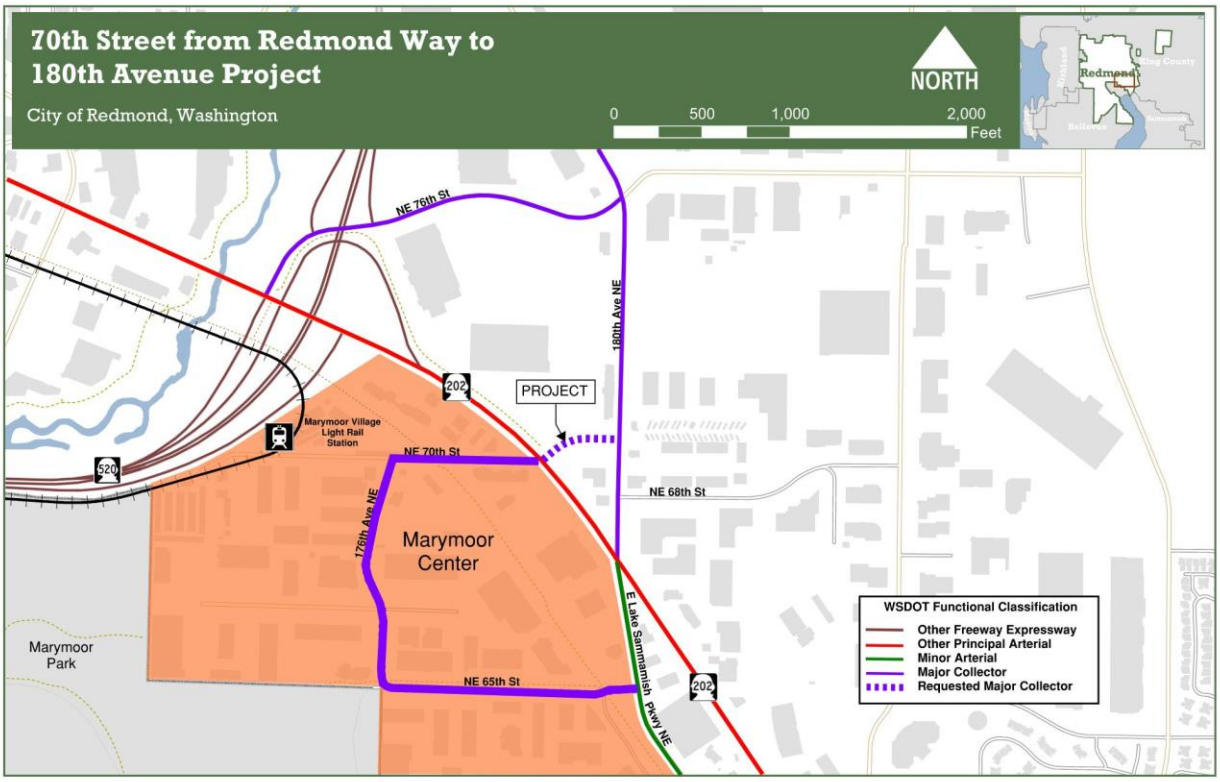
ANTICIPATED RESULT IF NOT APPROVED:

If the project is not approved, it would result in the loss of grant funding, which could result in project cancellation.

ATTACHMENTS:

Attachment A: Vicinity Map
Attachment B: Draft of A&E Professional Services Agreement

Attachment A: Project Vicinity Map



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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Perteet, Inc.	
Address 2707 Colby Ave., Suite 900, Everett, WA 98201	Federal Aid Number
UBI Number 601-288-065	Federal TIN 91-1505037
Execution Date	Completion Date September 30, 2024
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title NE 70th Street Extension, Redmond Way to 180th Avenue NE	
Description of Work See attached Exhibit A, Scope of Services.	
☒ Yes ☐ No DBE Participation ☒ Yes ☐ No MBE Participation ☒ Yes ☐ No WBE Participation ☒ Yes ☐ No SBE Participation	Maximum Amount Payable: $758,187.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase - NOT USED
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Micah Ross
Agency: City of Redmond
Address: 8414 154th Ave NE
City: Redmond State: WA Zip: 98073
Email: mross@redmond.gov
Phone: (425) 556-2498
Facsimile: (425) 556-2727

If to CONSULTANT:

Name: Peter De Boldt
Agency: Perteet, Inc.
Address: 2707 Colby Ave., #900
City: Everett State: WA Zip: 98201
Email: peter.deboldt@perteet.com
Phone: (425) 252-7700
Facsimile: (425) 339-6018

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Micah Ross

Agency: City of Redmond

Address: 8414 154th Ave NE

City: Redmond State: WA Zip: 98073

Email: mross@redmond.gov

Phone: (425) 556-2498

Facsimile: (425) 556-2727

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

CITY OF REDMOND

Signature	Date

PERTEET, INC.

Signature	Date

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

Project No.

See attached Exhibit A, Scope of Services.

EXHIBIT A
SCOPE OF SERVICES
City of Redmond
NE 70th Street Extension, Redmond Way to 180th Avenue NE

City Project Number: 20012202

INTRODUCTION

This project will generally extend NE 70th Street from its current terminus at Redmond Way east to 180th Avenue NE. The primary purpose of this project is to relieve pressure on the intersection of Redmond Way/180th Avenue NE/East Lake Sammamish Parkway by creating an alternative route for vehicles and nonmotorized users to access the Marymoor Village light rail station now under construction by Sound Transit (ST). The new Marymoor Village light rail station is planned to start service by 2024. The NE 70th Street Extension will add new pedestrian, bicycle, and vehicle access to the existing and planned mixed use developments in the Marymoor Center.

The overall objective of this phase of the project is to prepare a bid package for the new NE 70th Street between Redmond Way (SR 202) and 180th Avenue NE. Elements of this project will include the details and plans for the roadway and intersection improvements, pedestrian amenity improvements, urban design, landscaping, public outreach, right-of-way plans and coordination, environmental permitting and documentation, and R/W acquisition services. Construction management and design support during construction will be included in a separate phase. The project will be funded with a combination of federal (STP) and local funds.

The proposed roadway improvements on NE 70th Street will be a three-lane cross section with curb, gutter, and sidewalks on each side that are separated from the roadway by a planter strip. Half street improvements have already been constructed from 180th Avenue NE on the north side of the alignment for a distance of about 200-feet. Other project elements will include stormwater conveyance, detention, water quality treatment, Illumination, and signal modifications.

Right-of-way acquisition will include both permanent fee simple and temporary construction easements to construct the proposed improvements. NEPA and SEPA environmental documentation and permitting will be done to support the proposed improvements.

It is anticipated that overhead and underground utility relocations, per franchise agreement, will be required to accommodate the proposed improvements. Utilities include PSE power and gas, City water and sewer, telecommunications, and cable.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

Task 1 – Project Management and Coordination
Task 2 – Agency Coordination and Planning
Task 3 – Public Involvement Program
Task 4 – Utility Coordination
Task 5 – Survey and Basemapping (1 Alliance Geomatics)
Task 6 – Geotechnical Investigations (HWA GeoSciences)
Task 7 – Traffic Analysis
Task 8 – WSDOT Coordination
Task 9 – Environmental Documentation and Permitting
Task 10 – Storm Drainage Design
Task 11 – 30% Design, Plans, and Opinion of Costs
Task 12 – 60% Design, Plans, and Opinion of Costs
Task 13 – 90% Design, Plans, and Opinion of Costs
Task 14 – 100% Design, Plans, and Opinion of Costs
Task 15 – Right-of-Way Acquisition (Commonstreet)
Task 16 – Maximum Extent Feasible (MEF) Documentation
Task 17 – QA/QC Program
Task 18 – Bid Support
Task 19 – Management Reserve

Optional Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services in Task 19 (as directed) may be produced by the Consultant. Future supplements to this agreement may include construction management or design services during construction at the discretion of the City.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Project Coordination with City

The Consultant will coordinate with the City of Redmond on a regular basis to keep the City's project manager informed about project progress, project issues, and schedule. Regular communication with the City will occur on a weekly basis during periods of heavy project activity, and on a bi-weekly basis at other times. The Consultant will prepare a preliminary project management plan (PMP) to be distributed at the project kickoff meeting. This work element will also include preparing an Action Items Log and a Record of Decision and keeping these updated throughout the duration of the project.

The Consultant will attend one (1) project kickoff meeting with the City, up to eighteen (18) project status meetings at the City, and another eighteen (18) Microsoft Teams meetings. These meetings under this work element will include the following participation by the Consultant team:

- Kickoff meeting will include attended by Perteet discipline leads, with up to six (6) staff from the Perteet team.
- Up to eighteen (18) meetings at the City attended by Perteet with up to two (2) staff from the Perteet team.
- Up to eighteen (18) Microsoft Teams meetings attended by up to three (3) staff from the Perteet team, and on average two (2) staff from HWA GeoSciences or Commonstreet.
- Kickoff meeting will include subconsultants, HWA GeoSciences (up to one [1] staff), Commonstreet (up to one [1] staff), and 1 Alliance Geomatics (up to one [1] staff).
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

In the event that the City has a change in the City's project manager, the Consultant will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule in Microsoft Project. This will be a detailed schedule by task through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City's review, and then the Consultant will prepare monthly schedule updates as the project progresses. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports, Invoices, Underutilized Disadvantaged Business Enterprise (UDBE) Reporting

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The progress report will include a status of budget, spent, and remaining. The monthly progress reports will also identify other issues that may be occurring, if any. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The Consultant Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Each month, the Consultant will prepare a report showing the status progress towards meeting the UDBE goals and submit this to the City with the monthly progress report and invoice.

Assumptions:

- The duration of this phase of the project shall be no longer than 20 months.
- Project kickoff meeting will be held at Redmond City Hall.
- Meetings between Consultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Management Plan
- Project Gantt Schedule (Microsoft Project format) for kickoff meeting and with each monthly progress report
- Project Meeting Agendas for up to thirty-six (36) meetings and notes/action items
- Invoices and Progress Reports
- UDBE Status Report

Task 2 – Agency Coordination and Planning

The Consultant, when requested by the City, will coordinate the project development with other affected agencies. Known key entities include the City of Redmond, Sound Transit, and WSDOT Northwest Region.

2.1 Coordination Meetings

Consultant will organize and attend up to six (6) coordination meetings with the agency stakeholders via Microsoft Teams. These meetings will to the maximum extent possible be joint meetings to share project status, issues, and areas of concern. Keeping these entities informed typically benefits the project with shorter approval cycles from the agencies and keeps them informed of project status.

Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail in MS Word format at least one (1) day before each meeting. Up to six (6) coordination meeting agendas will be prepared.

- Meeting Minutes from coordination meetings, submitted via e-mail in MS Word format within three (3) working days of the meeting. Up to six (6) coordination meeting minutes will be prepared.

Task 3 – Public Involvement Program

The Consultant will develop a program to inform and solicit input from the community about the proposed improvements to the Redmond Way/ELSP/180th Intersection by providing public information. Tasks to achieve this goal include:

3.1 Open House

The Consultant will prepare prescribed materials, as detailed in this Scope of Services, for one (1) Open House during this phase of the project.

The Open House will occur at a time to be designated by the City. It will inform the public of the project's general goals, anticipated schedule, and to provide the opportunity to provide direct feedback to the Consultant team and City staff.

The Consultant will provide two (2) staff members for the Open House and prepare comment forms and sign-in sheets. City staff will produce and distribute the open house announcement mailers and arrange for the meeting space. City staff and Consultant team members will attend the Open House to help answer questions and observe first-hand the responses from the public.

Deliverables:

- Draft comment form, one (1) draft version submitted via e-mail in MS Word format, for City review and comment
- Final comment form, submitted via e-mail in MS Word format, for use at the Open House
- Summary of Open House comments, submitted via e-mail in MS Excel format
- One (1) set of 11" x 17" draft Open House display boards. Up to ten (10) draft display boards will be prepared for the Open House and submitted to the City for review and comment
- Final Open House display boards, full-size at 22" x 34", foam-core mounted (up to six [6] for the Open House) and electronic copies in PDF format of display boards suitable for web posting
- Consultant will provide up to three (3) staff members, including the Project Manager, to attend the Open House, for a total of four (4) hours per staff member

3.2 Property Owner Meetings

The Consultant will meet with individual property owners as requested by the City. These meetings will be scheduled by the City and held to update the property owners of the City's project. Property owners will include Whole Foods Market, Super Rents, Woodspring Suites, Brown Bear Car Wash, Martins Mobile Villa, and other property owners in the corridor as designated by the City. It is assumed that up to ten (10) one-hour Microsoft Teams meetings, and up to ten (10) one-hour in-person will be held involving up to two (2) team members from the Consultant team at each of the meetings.

Deliverables:

- Provide up to two (2) staff members for each Property Owner Meeting. Up to ten (10) property owner meetings to be held with attendance by up to two (2) Consultant team members at each meeting
- Meeting Minutes from property owner meetings, submitted via e-mail in MS Word format. Meeting minutes will be provided documenting each of the ten (10) property owner meetings

3.3 Project Website

The Consultant will support a project website maintained by the City to provide current project information and opportunity for project feedback. This allows active community participation throughout the project. The City will host the project website and post materials to the website. The Consultant will provide up to three (3) project updates for posting by the City in conjunction with project meetings and presentations.

Deliverables:

- Three (3) project updates consisting of meeting materials, presentations, comment summaries, and other materials prepared under other tasks in PDF format for posting by the City on the project website

Task 4 – Utility Coordination

The Consultant will assist the City in managing the utility coordination process for the project, which will include providing utility franchises (PSE power and gas, Frontier, Zayo, Cable) and City-owned utilities (water, stormwater, and sanitary sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. The Consultant will coordinate and manage the potholing efforts through the design phase. The Consultant will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

The Consultant will perform the utility impact assessment and coordinate on work elements as described below:

4.1 Utility Coordination

The Consultant will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided by the Consultant under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. The Consultant will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by the Consultant with each utility, and changes to the basemap will be updated by the Consultant.
- Coordinate and attend up to three (3) meetings at City Hall with the group of the franchise utilities (after 30%, 60%, and 90% design submittals). The Consultant will prepare meeting agendas and notes.

- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Provide the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, and Final plan sheets, as well as potential conflict locations.

It is assumed that the following utility franchises exist along the NE 70th Street Extension corridor. These include:

- Power (Puget Sound Energy [PSE])
- Communication and Fiber-optics (Frontier and Zayo)
- Cable (Comcast)
- Gas Distribution (Puget Sound Energy)
- Water (City of Redmond)
- Stormwater (City of Redmond)
- Sanitary Sewer (City of Redmond)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the Storm Drainage Design Task.

Assumptions:

- There are minimal existing franchise and City-owned utilities in the NE 70th Street Extension alignment today, and no new utilities are expected in the future.
- The City will distribute internally the plans sets for City-owned utilities for review.
- It is assumed that no water main or sanitary sewer work is included in the project.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Services but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise-owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results for each meeting (hard copy and electronic copy)
- Agendas and meeting notes (assume six [6] meetings total)
- Separate half-size utility plan sheets with conflicts noted (with 60% and 90% submittals) – PDF
- Half-size 30%, 60%, 90%, and Final PS&E plan sets sent to applicable utility franchises (hard copy and PDF)
- CAD file for franchise use in preparing relocation design (at 60% and 90%)

4.2 Pothole Exploration

The Consultant will coordinate with the applicable utility franchises to perform potholing explorations during the 60% and 90% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

"Pre-pothole" and "post-pothole" meetings will be held for each round of potholing. In the "pre-pothole" meetings with vendors and franchises, expectations related to traffic control and restoration of pothole locations will be discussed. "Post-pothole" meetings will be held as necessary to discuss the findings of the potholes with the utility owners and discuss any design and/or relocations approaches that may be necessary as a result of the potholing findings.

Services provided by the Consultant under this subtask will include:

- Coordinate and attend up to one (1) "pre-pothole" meeting with applicable utility franchises, utility locate service vendor and City staff as well as one (1) "post-pothole" meeting if needed, to discuss facility conflicts and relocations.
- Identifying potential utility conflicts and pothole locations based on the 60% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor)and 90% plans.
- Manage pothole program on behalf of franchise utilities and City. The Consultant will identify potholing needs on the utility conflicts spreadsheet and also by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.

Assumptions:

- Individual utilities will conduct their own potholing, no potholing will be done by the Consultant team.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Meeting agendas and notes (two [2] potholing meetings)
- Utility information updated according to pothole results at the 60% and 90% design phases
- Pothole location exhibits and results log

4.3 Utility Coordination QA/QC Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 5 – Survey and Basemapping (1 Alliance Geomatics)

The intent of this task is to provide basemapping to support design improvements related to the NE 70th Street Extension project. 1 Alliance surveyors will research and compute the underlying right-of-way alignment and margins, recover existing primary survey control, and establish secondary survey control from which detailed topographic mapping will be performed. The limits for this survey will be a 120-foot-wide corridor centered on the NE 70th Street Extension between Redmond Way and 180th Avenue NE. The intersecting roadways of NE 70th

Street with Redmond Way and 180th Avenue NE will be included for a distance of 200-feet in either direction of each intersection.

5.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

5.2 Research

Research will be performed to recover underlying and/or adjoining survey control data relevant to the subject survey corridor to assist with the determination of right-of-way alignments and as a check on control datum. Underlying and adjoining surveys will be researched and recovered from the King County Recorder's online records website which together with the City's available GIS information will be used to depict the position of property lines and easements within the survey limits. In addition, the City will order and provide as many as six (6) title reports from a local title company for each of the land parcels adjoining and/or underlying the survey corridor.

5.3 Control Survey

Datum control surveys will be to provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/11) horizontal datum; and North American Vertical Datum (NAVD 88). 1 Alliance will identify or establish approximately ten (10) horizontal control points and ten (10) vertical benchmarks for the project. Existing survey control monuments within one-quarter mile of the project corridor, such as those referenced on the Washington Geodetic Survey website, will be located as part of the control survey. Existing street monuments underlying or closely adjoining the project corridor will located as will existing property corners, if found. Auxiliary survey control will be established within the project limits as needed in order to perform the topographic survey.

5.4 Subsurface Utility Location

The services of a professional subsurface utility location purveyor will be procured in order to identify and mark underground utilities prior to commencement of the topographic survey. This will consist of surface identification and marking of the horizontal location.

Assumptions:

- Utility location purveyor will submit a traffic control plan and a right-of-way use permit from the City.

Deliverables:

- Existing utility locations identified on project existing basemap

5.5 Topographic Field Survey

A topographic survey sufficient for the development of one-foot contours will be conducted across the proposed corridor as described above and as determined by the City of Redmond. The survey will locate features as described below:

- Gravity systems, i.e., storm drain and sewer, shall be surveyed to the next downstream structure beyond the limits of the survey corridor.

- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located throughout the proposed corridor.
- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Spot elevations will be collected at a maximum spacing of 50-feet within the existing road prism and 25-feet in areas outside of the prism with additional spots as required to adequately identify grade breaks and other topographic features.
- Sidewalks, curbs (with type noted), driveways, and curb ramps will be located as will pavement edges with type of paving noted.
- At curb ramps, spot elevations will be taken at top/bottom of ramp, all grade breaks and grade transitions, and at curb transitions.
- Fences and walls shall be described as to type and other identifiable features, i.e. 6' high chain-link, 4' high wooden, etc.
- Street channelization, crosswalks, and parking space lines will be located to reflect existing conditions.
- Lane markings, such as directional arrows and bike lanes, will be located.
- Traffic signs will be located and labeled as to their type, i.e. stop, yield, bike lane, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Survey will also include, but not be limited to:
    - Grade breaks
    - Top and bottom of retaining walls
    - Top and bottom of curbs
    - Limits of shrubs, vegetation, and landscaping limits
    - Buildings and structures, with finish floor elevations
    - Fences and gates
    - Utility access points – cleanouts, hand-holes, traffic signal control vaults, etc.
    - Irrigation control valves
    - Traffic signal, power, telecommunication, and luminaire poles
    - Fire hydrants
    - Fire department connections and detector check vaults
    - Subsurface utility locations marks as delineated by a professional locating service
    - Street monuments, existing property corners, and survey control points

5.6 Survey Basemapping

A topographic survey map will be prepared in AutoCAD Civil 3D format depicting all features located during the field survey as well as one-foot contours and computed parcel and right-of-way lines. More specifically:

- Basemap shall incorporate field-located utility appurtenances, sub-surface utility paint marks, and GIS or as-built information provided by the City.
- Surveyed points will be shown to the nearest 0.01' on hard surfaces and 0.1' on unpaved surfaces.
- Manholes:
    - Inverts will be shown for all pipes into or out of structures detailing pipe diameter and direction of pipe.
    - Manhole labels will also include manhole numbers that correspond to the City GIS ID for the structure with nominal diameter of manhole as measured in the field.
    - Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- Commercial meter vaults and other below grade structures 4'x4' and larger shall be shown to scale and bottom of vault elevation noted.
- Water line appurtenance symbols shall be per APWA standards and shown to a reasonable scale on plans.
- Lane striping and parking striping shall be shown as it appears in the field.
- Dashed striping shall be shown as a dashed line and solid striping as a continuous line.
- Breaks in lane striping, such as left turn lanes that have a break in the line to allow vehicles to enter the lane, shall show true location of where lane striping starts and stops.
- Traffic signals will be shown using standard traffic symbols for mast arms, lights, and pedestrian buttons.
- All line work will be in model space. Drawing units shall be US decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

5.7 Right-of-Way and Boundary Resolution(s)

1 Alliance will determine the existing right-of-way limits within the red outline illustrated in Figure 1 to incorporate into the existing basemapping, using title reports acquired by the City and other information available through King County records, such as records of surveys, plats, etc. The Consultant will use this information to prepare existing right-of-way plans for the project. Parcels will not be resolved and will be shown using publicly available GIS information.

Figure 1. Survey Limits.

5.8 Right-of-Way Plans

1 Alliance will prepare right-of-way plans for the project following the WSDOT LAG Manual procedures. The right-of-way plans will have the appearance of WSDOT style right-of-way plans, but will not follow the strict adherence to line symbology and font format of WSDOT. The right-of-way plans will be prepared at 1"=50' scale, and for each property identify the existing property area, any required acquisition (whether fee simple or easement), and remaining property area.

5.9 Legal Descriptions

1 Alliance will prepare up to six (6) legal descriptions describing each property fee simple or temporary construction easement acquisition. Legal descriptions will not be prepared for right-of-entry situations for elements such as driveway reconstruction. A total of six (6) parcels have been identified that may require property acquisition in the form of either property fee simple or temporary construction easements. Parcel maps will be prepared for the legal descriptions.

5.10 Survey QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- Right of entry will be secured by the Consultant (by Commonstreet, as identified under Task 15). The City will take the lead on coordinating directly with right of entry for landowners refusing entry. In no case shall survey personnel enter private property prior to the right of entry being obtained.
- The Consultant's personnel are not certified for confined space entry and as such utility manholes may only be measured from the surface. Invert elevations up to a depth of 25 feet will be measured with a vertically plumb survey rod, or if offset, with a "pipe mic" offset tool.
- Mapping and electronic drawings will be compatible with the City's GIS system as noted in the City's Record Drawing requirements current as of 2022.
- The City will order and provide as many as six (6) title reports for each of the land parcels adjoining and/or underlying the survey corridor.
- Per City of Redmond requirements, a Traffic Control Plan (TCP) will be prepared and submitted to the City for approval, after which Consultant shall obtain a City of Redmond Street Use Permit.

Deliverables:

- A digital copy of the survey drawing, provided in AutoCAD Civil 3D format
- LandXML files
- Copies of field notes
- Point list in ASCII or text format, comma delimited
- Traffic Control Plan (TCP) for approval

Task 6 – Geotechnical Investigations (HWA GeoSciences)

6.1 Geotechnical Project Management and Project Meetings

Project Setup, Invoice Generation, and Processing: HWA Geosciences (HWA) will initiate the project and set up billing information in support of invoicing throughout the project. HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project

Geotechnical Task Management: HWA will provide task management for all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of meetings, emails, fax, and telephone calls, as necessary.

Attend Project Kickoff Meeting: HWA will participate in one (1) project kickoff meeting with the City and the design team. This meeting will review project objectives, communication protocol and schedule. HWA assumes this meeting will be virtual.

Collect and Review Available Geotechnical Data: HWA will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and HWA library.

Deliverables:

- Monthly progress reports and invoices

6.2 GeoEnvironmental Services

In support of the required environmental documentation for the project, HWA proposes to complete the work required to generate a hazardous material screening technical memorandum for the NE 70th Street corridor, between Redmond Way and 180th Avenue NE. This work will include the following subtasks:

Review Regulatory Databases: HWA will review federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills.

Review of Historical Documentation: HWA will review the following relevant documentation.

- Historical aerial photographs
- Sanborn Insurance Maps, if coverage is available
- Reverse city directories for the streets included in the project area

Ecology File Review: Review of existing reports documenting previous investigations for sites considered a potential concern (if readily available from Washington State Department of Ecology and/or the City of Shoreline).

GeoEnvironmental Site Reconnaissance: HWA will conduct a geoenvironmental site reconnaissance from public rights-of-way or publicly accessible public properties.

GeoEnvironmental Reporting: HWA will prepare draft and final Hazardous Materials Screening Technical Memorandum.

6.3 Phase 1 Geotechnical Exploration

Perform Geotechnical Site Reconnaissance: HWA will conduct a geotechnical site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.

Plan Phase 1 of the Geotechnical Field Exploration Program: HWA will plan and coordinate Phase 1 of the geotechnical exploration program for the project. Phase 1 of the exploration program will consist of drilling a series of borings to provide data for design of the proposed improvements.

Conduct Phase 1 Utility Locates: HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will make additional site visits to verify that the proposed locations of the borings are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.

Generate Phase 1 Geotechnical Exploration Work Plan Memo: HWA will prepare a Geotechnical Work Plan Memoranda for the proposed Phase 1 exploration program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the City or Perteet will provide any required permits or rights of entry at no cost to HWA.

Conduct Phase 1 Geotechnical Explorations: HWA will conduct a series of up to four (4) geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment.

One boring will be drilled at both the western and eastern ends of the project. Each of these borings will be drilled to a depth of 20 to 30 feet below ground surface to provide soil and groundwater information in support of signal pole foundation design. A groundwater monitoring well will be installed within each of these wells. Data logging transducers will be installed in the monitoring piezometers to record water levels. The water level information collected will be used in geotechnical analyses to develop recommendations for infiltration potential and possible dewatering and construction impacts.

Two borings will be drilled to a depth of 20 to 30 feet below ground surface in support of luminaire foundation design, and infiltration screening. These borings will be evenly spaced to cover the remainder of the project alignment.

Each boring will be drilled with a truck mounted drill rig. Traffic control for borings that will include coning off the gravel work area. No flaggers are assumed to be needed given the current low traffic volume across the gravel area.

Each of the above-described geotechnical explorations will be logged by an HWA geologist. Samples will be screened visually and with a Photoionization detector for signs of contamination. All non-contaminated drilling spoils will be drummed and transported off site for disposal by the driller.

Generate Boring Logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

Conduct Groundwater Monitoring: HWA will install groundwater monitoring transducers in each monitoring well. These transducers will be set to take groundwater elevation readings every half an hour for one year. HWA will make periodic site visits to download and process the groundwater data. This data will be used to provide the designer and prospective contractors with seasonal groundwater variations across the site.

6.4 Geotechnical Design Services

Evaluate Field and Laboratory Data: Based on the borings and the laboratory test results on selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.

Develop Geologic Cross-Sections: HWA will construct geologic cross-sections, as needed, for the project. These cross sections will show near surface soil conditions and will be provided in a geotechnical report.

Generate AASHTO Seismic Design Parameters: Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Roads and Bridges.

Evaluate Liquefaction Potential: HWA will evaluate the susceptibility of the subsurface soils to liquefaction along the corridor and assess the potential impacts to the proposed improvements.

Conduct Signal Pole and Luminaire Foundation Design: HWA will provide geotechnical recommendations for design and construction of the signalization and luminaire improvements. We assume that signalization improvements and luminaire foundations will be designed based on WSDOT standard plans and procedures.

Conduct Infiltration Screening Analyses and Provide Recommendation: HWA will evaluate grain size analyses data obtained during exploration of the near surface soils to determine if onsite infiltration of stormwater is reasonable.

HWA QA/QC: All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team or the City.

Project Coordination Meetings: HWA will participate in up to four (4) project coordination meetings. HWA assumes these meetings will be virtual.

6.5 Draft Geotechnical Report

Prepare Draft Geotechnical Engineering Report: HWA will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses performed during Phase 1 explorations, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

6.6 Phase 2 Geotechnical Explorations (Pilot Infiltration Testing)

Conduct Utility Locates: HWA will mark the proposed PIT location and arrange for utility locates using the Utility Notification Center.

Additional Utility Locate Site Visits: HWA will make an additional site visit to verify that the proposed location of the PIT is clear of utilities prior to finalizing the exploration plan.

Generate PIT Exploration Work Plan Memo: HWA will prepare a PIT Work Plan Memorandum for the proposed PIT program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed PIT test along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for permitting that may be necessary to access the PIT locations. HWA assumes the City will provide any required permits or rights of entry at no cost to HWA.

Obtain Hydrant Permit and Rent Required Equipment: HWA will work with local jurisdictions to obtain a hydrant use permit. HWA will also rent the required equipment to convey water from the nearest fire hydrant to the location of the proposed PIT test. If a hydrant is determined to not be accessible within the vicinity of our proposed PIT locations, a mobile water truck will be utilized.

Conduct Pilot Infiltration Test: One (1) Pilot Infiltration Test (PIT) will be conducted within this scope. The PIT test will be conducted per the appropriate stormwater manual, within the gravel area extending along the proposed project alignment. The exact location of the pilot infiltration tests will be determined based on the soil conditions and configuration of existing utilities.

After utilities have been located, HWA will contract with a local contractor to set up the PIT. The contractor will start by excavating the subsurface soils to the depth of the proposed infiltration facility. A PIT ring will be installed at the base of the excavation and backfilled around with native soil. The excavation and setup for the pilot infiltration test will be conducted the day before the pilot infiltration test is to be completed. Once the site has been prepared and the PIT ring has been installed, ¾ inch plywood will be placed over the excavation upon completion. Caution tape and barriers will be placed around the excavation overnight.

The next morning, HWA will reinstall the traffic control and conduct the PIT. Water for the test will be obtained from existing fire hydrants. We assume one (1) day to complete the PIT test.

After the PIT test is completed, HWA will reestablish the grade at the location of the test. Grade will be reestablished by backfilling with compacted native soils from the excavation. The surface will be reestablished with up to six inches of imported gravel.

Generate PIT Log and Assign Laboratory Testing: All of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to HWA's Bothell, Washington office for further examination and testing. Soil information will be presented in a summary PIT log that will be generated upon completion of our exploration program.

Conduct Infiltration Analysis: HWA will evaluate the data obtained from the PIT test and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

6.7 Revised and Final Geotechnical Report

Revised Draft Geotechnical Engineering Report: Upon completion of the infiltration testing, HWA will update our draft geotechnical report to include recommendations for onsite infiltration.

Prepare Final Geotechnical Engineering Report: Upon completion of the design, HWA will prepare a final geotechnical report for the project. This report will contain the results of the explorations and analyses performed during Phases 1 and Phase 2 explorations including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

Deliverables:

- Draft and Final geotechnical engineering report

6.8 Plan and Specification Review

HWA will conduct a plan review at the 60%, 90%, and Final milestones to evaluate that the geotechnical aspects of the project have been incorporated into the project plans.

6.9 Optional Infiltration Testing Services

If large scale pilot infiltration testing is not feasible or allowed along the project corridor, HWA understands that alternative areas may be considered for use of onsite infiltration. We expect that these alternative areas may not have the area needed to conduct large scale PIT testing. If this is the case, HWA proposes to conduct the following tasks as optional services.

- **Screen Proposed Infiltration Locations for Feasibility:** In support of siting proposed alternative infiltration locations, HWA will review existing readily available subsurface information to assist in finding areas with subsurface soils and groundwater conditions suitable for use of onsite infiltration.
- **Plan Optional Infiltration Testing:** HWA will plan and coordinate optional infiltration testing at the locations identified by the team. The optional infiltration testing program will consist of conducting EPA falling head permeability tests at the locations of proposed stormwater facilities. The optional infiltration testing program will take place late in the design process once stormwater facility locations are identified.
- **Conduct Utility Locates:** HWA will mark the proposed optional infiltration test locations and arrange for utility locates using the Utility Notification Center. Due to the number of utilities along the project corridor, HWA will make an additional site visit to verify if the proposed locations of the EPA falling head tests are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.
- **Generate Optional Infiltration Testing Exploration Memo**: HWA will prepare geotechnical exploration memo for the proposed optional infiltration testing program. The memo will be submitted to the design team and the City for review and approval. The memo will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the City or Perteet, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA. HWA assumes that all infiltration tests will be conducted outside of the travel lanes and only require shoulder closures for traffic control plans.
- **Conduct Optional Infiltration Testing:** HWA will conduct Falling Head percolation tests at up to four (4) locations. These tests will not be conducted until such time as the location of the proposed stormwater facilities have been identified and the subsurface soils have been screened to determine infiltration potential. Each percolation test will be conducted in general accordance with the EPA falling head test procedures. HWA assumes that each test will be conducted three to four feet below ground surface. HWA assumes that each test will be conducted within the right-of-way and outside of the travel lanes. Upon completion, the receptor soil will sampled for confirmatory laboratory testing, then each of the proposed test locations will be backfilled with native soils.
- **Generate Test Logs and Assign Laboratory Testing**: HWA will prepare summary logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.
- **Conduct Infiltration Analysis:** HWA will evaluate the data obtained from the EPA falling head tests and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Non-contaminated drilling spoils and related debris will be drummed on-site and transported off-site for disposal by the drilling subcontractor.
- HWA will be responsible for all post drilling clean up.

- All required street use permits will be provided by the City at no cost to HWA.
- Geotechnical borings conducted through the pavement and pavement cores will be patched with quick drying cement. Sawcutting of the pavement or hot mix asphalt patches will not be required.
- Geotechnical explorations will be completed during daylight hours.
- The borehole locations will be surveyed by others.
- The site soils will support standard plan signal pole and luminaire foundations design. Non-standard signal pole or foundation design is assumed to not be required.
- The monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by the contractor during construction.
- The monitoring wells will be installed within the shoulder or beyond the shoulder where no traffic control will be needed for accessing the monitoring well.
- No uniformed police officer will be required for traffic control implementation during the exploration program.
- No additional staff will be provided during explorations to guide pedestrians past work areas.
- No flaggers will be required to conduct the proposed field work.

Deliverables:

- Geotechnical Explorations Work Plan Memorandum (Phase 1 and 2) – PDF
- Draft, Draft Final, and Final Geotechnical Engineering Reports – PDF

Task 7 – Traffic Analysis

The City has already studied options for vehicular operations at the intersection. The Consultant will supplement the previously completed analysis to determine recommendations for this project. The Consultant will use the models developed in prior modeling efforts by the City at this intersection.

The Consultant will base the Preliminary Engineering (30%) design for the project on the preferred concept resulting from the Traffic Analysis.

7.1 Existing Traffic Data

The City shall provide existing traffic counts, Synchro models, and recent traffic reports for the intersections illustrated on Figure 2 – Traffic Study Intersections if these items have been updated since the Consultant's work at the Redmond Way and East Lake Sammamish Parkway/180th Avenue NE intersection. This information will include both AM and PM peak hour data if available. The City shall provide design year (2035) AM and PM peak hour data for the same locations.

7.2 Safety Evaluation

The Consultant will collect available five-year collision data from the City and WSDOT. Using this information, the Consultant will conduct a safety evaluation using the methodology outlined in the *Highway Safety Manual* (HSM) to assess if there are potential intersection improvements that could be made as part of the project to improve safety. The Consultant will classify collisions using the KABCO scale, use the HSM predictive method to identify potential for improvement, and recommend countermeasures to reduce collision likelihood. The limits of

this safety analysis will be all crash records coded as occurring at or related to the intersection of Redmond Way and NE 70th Street or along 180th Avenue NE within 250 feet in either direction of the proposed NE 70th Street intersection.

7.3 Operations Analysis

To determine the appropriate configuration for both the Redmond Way/NE 70th Street Intersection and the 180th Avenue NE/NE 70th Street intersection, the Consultant will evaluate the impacts of up to two (2) intersection configurations and channelization options for each Intersection. All analysis will be done in Synchro/SimTraffic, which is the modeling tool that has been used on prior City analysis efforts. Analysis by the Consultant will be in the AM and PM peak hours for existing conditions and future (2035) conditions. Additional analysis using other analysis programs or extra alternatives will require a supplement to this Scope of Services.

7.4 Traffic Analysis Memorandum

The Consultant will summarize the results of the analysis in a Traffic Analysis Technical Memorandum. The Consultant assumes the memorandum will be limited to eight pages (excluding appendices). This memorandum will include the following:

- Quantitative comparison of the performance metrics (control delay, level of service, and 95th percentile queues) of the existing conditions to the proposed alternatives.
- Proposed channelization for the corridor based on existing and future (2035) traffic condition analysis, including a qualitative discussion of including a center turn lane.
- Recommended turn pocket lengths based on existing and future (2035) traffic condition analysis.
- Required traffic signal design modifications to facilitate bicycle and pedestrian movements at the Redmond Way and NE 70th Street intersection.

Deliverables:

- Draft Traffic Analysis Technical Memorandum (in electronic PDF format)
- Final Traffic Analysis Technical Memorandum (in electronic PDF format)

Task 8 – WSDOT Coordination

8.1 Alternatives Evaluation

The Consultant will generate an exhibit of the proposed Redmond Way and NE 70th Street intersection based on the Traffic Analysis completed in Task 7. This exhibit will illustrate proposed vehicle and bicycle lanes on the NE 70th Street extension and any proposed modifications to the intersection channelization or sidewalk corners compared to the DRLE design that WSDOT has previously reviewed. Within this exhibit, the Consultant will note the design elements that the Consultant anticipates will require deviation approval or justification by WSDOT.

The Consultant will share this exhibit with WSDOT review staff for comments prior to preparing the first set of WSDOT Channelization Plans. This task includes up to one (1) comment resolution meeting between the City, Consultant, and WSDOT to discuss WSDOT comments on the exhibit. The Consultant will incorporate the design as modified by agreed-to comments in Task 8.2 and the 30% design.

8.2 WSDOT Channelization Plans for Approval

The Consultant will prepare and submit to WSDOT Channelization Plans for Approval for proposed improvements at the Redmond Way/NE 70th Street Intersection. Up to three (3) submittals of channelization plans are included.

8.3 WSDOT Documentation

The Consultant will prepare and submit to WSDOT the required documentation to satisfy WSDOT requirements, including: design approval memorandum, summary of design, design decision and/or design analysis forms, and a truck turn simulation exhibit. This scope includes up to four (4) WSDOT Design Decision or Design Analysis forms associated with WSDOT Channelization Plans for Approval. Up to three (3) submittals of each element of the WSDOT documentation package is included. WSDOT documentation will follow the WSDOT Design Manual format.

Assumptions:

- The Consultant assumes that the WSDOT Channelization Plans for Approval will consist of up to three (3) channelization sheets for improvements at the Redmond Way/NE 70th Street Intersection. The three (3) sheets will be at 1"=40' scale when plotted on 11" x 17" sheets. Additionally, the Consultant assumes the Channelization Plans for Approval package will include one (1) cover sheet, one (1) typical sections sheet, one (1) channelization detail sheet, and one (1) alignment plan sheet for a total of an assumed seven (7) sheets for the complete Channelization Plans for Approval set.
- If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement. If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement.
- The Consultant shall respond to WSDOT comments after each submittal and resolve comments, if necessary, with WSDOT staff. The Consultant shall track all resolution and incorporation of each comment in a comment log. Up to two (2) members of the Consultant team shall attend up to three (3) comment resolution meetings with WSDOT as part of this task, including the meeting under Task 8.1.

Deliverables:

- Design analysis exhibit
- Up to three (3) WSDOT Channelization Plans for Approval packages at 1" = 40' half-size scale submitted electronically to the City and WSDOT (final approved submittal may be at 1" = 20' on full-size sheets)
- Up to three (3) WSDOT documentation packages in MS Word/Excel (for the basis of design only) and PDF format, submitted electronically to the City and WSDOT
- Agendas and minutes for WSDOT coordination meetings (up to three [3])
- Completed comment log for each set of WSDOT comments (up to three [3])

Task 9 – Environmental Documentation and Permitting

The Consultant will provide NEPA and SEPA environmental documentation and permitting assistance for required federal, state, and local permits, as required by the various resource agencies.

9.1 Background Information Review and Analysis

The Consultant will obtain project and resource information relevant to the environmental context of the project action, inclusive of resource agency database review of available information on historical/cultural resources, Ecology facilities, priority/threatened/endangered species, and information from the design team applicable to the environmental context to begin document preparation or exclusion documentation/consideration.

Assumptions:

- No permits or documents outside of this task are assumed.
- Environmental review will be adequately addressed with documents provided under this task and associated with other in-scope documents.

Deliverables:

- Project and resource information relevant to the environmental context of the project

9.2 WSDOT Early Coordination with City

A Categorical Exclusion (CE) form will be preliminarily drafted and a virtual meeting will be scheduled by the Consultant with the City and WSDOT staff to consider categorical exclusions and the extent of any requested supplemental documentation for: hazmat review, noise analysis, environmental justice, cultural resources, endangered species, and other CE classification categories under WSDOT NEPA CE review.

Assumptions:

- One (1) meeting will be attended with WSDOT staff, City staff, and Consultant staff (assumed to include the project manager or lead engineer, the environmental planning lead, and the right-of-way consultant).
- The meeting may occur at or before the 30% design level and project guidance will be based on preliminary design knowledge.
- It is assumed that an air analysis will not be required for this project.

Deliverables:

- Meeting notes/comments provided to City via email after site meeting

9.3 NEPA CE Form

The Consultant will prepare a preliminary and final CE form for submittal to WSDOT at the 60% design level inclusive of discipline memos.

Assumptions:

- Coordination will occur with WSDOT after submittal to respond to review comments. One (1) revision to the CE form is assumed.

- Once WSDOT agrees the CE form and other supporting documents under this task are complete, they will request the CE be signed by the City for final submittal.

Deliverables:

- Draft and final CE form to City and WSDOT with attachments
- Review correspondence via email

9.4 SEPA Checklist

The Consultant will prepare a draft and final SEPA checklist for City use at the 60% design level inclusive of NEPA discipline memos and related project documents under this scope of work as supporting information.

Assumptions:

- SEPA determination will result in a DS or MDNS.
- City will provide one (1) consolidated review on the draft checklist prior to being finalized by the Consultant.
- City will address SEPA public notice requirements.
- SEPA will not be appealed.

Deliverables:

- Draft and final SEPA checklist
- Correspondence via email

9.5 Area of Potential Effect (APE) and Cultural Resources Assessment (CRA)

9.5.1 APE Memo and WSDOT Support

Preparation of an Area of Potential Effects (APE) for the proposed improvements, includes a brief memorandum describing the project, proposed direct and indirect effects, and a map that shows the boundaries of those potential effects. The memorandum will be prepared in coordination with City and WSDOT for submission to Section 106 consulting parties, including SHPO, FHWA, and Affected Tribes. Services included in this task include review of project specifications, available geotechnical information, preliminary review of background information on the natural and cultural setting of the project, drafting and producing the APE memorandum and map, and completing revisions of the draft that may be needed to prepare a final APE memorandum.

Assumptions:

- The entire APE will be accessible for the field survey.
- The City will provide one (1) consolidated review on the draft APE prior to being finalized by the Consultant team for WSDOT submittal.

Deliverables:

- Draft and Final APE (PDF)

9.5.2 Cultural Resources Field Survey

King County parcel 1225059151 and the ROW on its norther boundary were the subject of an archaeological survey and cultural resources assessment in 2017. This existing project report is on file in DAHP's WISAARD. It is assumed that the current project's direct-impact APE will be within this previously surveyed area.
If the direct-impact APE includes previously unsurveyed areas and it is deemed necessary as a result of consultation with the DAHP, the Consultant will conduct pedestrian survey of the area not previously investigated. If areas free of impervious surfaces and buried utilities are identified, up to three (3) shovel probes will be hand excavated. If archaeological material is encountered, it will be documented to the extent feasible at the time of the survey. However, no artifacts or other material will be collected.

Assumptions:

- Previously unsurveyed area, if any, is expected to be less than 0.5 acres.

Deliverables:

- Potential documentation of archaeological material
- Potential documentation and assessment for eligibility to the National Register of Historic Places

9.5.3 Reporting

If additional survey is required, a technical report that meets WSDOT, federal, and SHPO/DAHP standards will be completed that describes the APE, its natural and cultural setting, field survey methods and results, and evaluations of the significance of and project effects on specific resources identified during the survey. If an archaeological resource is identified during the survey, it will be documented on a standard Washington State Archaeological Site or Isolate inventory form and appended to the report. One (1) internal draft report will be prepared and submitted electronically for review. One (1) final draft will be submitted to reviewing agencies. One (1) final version will be prepared based on reviewer comments and submitted electronically as a PDF document.

Assumptions:

- The City will provide one (1) consolidated review on the draft CRA prior to being finalized by the Consultant team for WSDOT submittal.
- If any archaeological resources are identified during the field survey, they will be documented to the extent allowed by survey data. Additional boundary definition, significance testing, or development of a treatment plan would be conducted under separate scope/cost.

Deliverables:

- Draft and Final CRA (PDF)

9.6 Environmental Justice (EJ)

An EJ memo with related maps, figures, and tables be prepared to evaluate disadvantaged populations and impacts that may occur in the context of the project action pursuant to CE review criteria.

Assumptions:

- The City will provide one (1) consolidated review on the draft EJ memo prior to being finalized by the Consultant team for WSDOT submittal.

Deliverables:

- Draft and final EJ memo (PDF)
- Correspondence via email

9.7 Environmental Noise Evaluation

9.7.1 Environmental Noise

The Consultant shall perform a traffic noise analysis for the new roadway connection between Redmond Way and 180th Avenue NE. The study will be based on the current Federal Aid Policy Guide, Sub-chapter H, Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise, Federal Highway Administration (FHWA) and the 2011 Traffic Noise Policy and Procedures, Washington State Department of Transportation (WSDOT), March 2020. A detailed description of work to be performed is outlined below, including the required data for the analysis.

The Consultant shall conduct a reconnaissance of the project study area to identify all of the land uses and locate noise sensitive properties within 500 feet of the project as described in 23 CFR Part 772. Physical and terrain features that affect noise propagation and features that may be altered during construction shall be identified.

Noise measurements and traffic counts will be conducted at two (2) sites as needed to calibrate the traffic noise model and to ensure complete description of existing noise levels that are representative of the land uses along the proposed alignments.

Noise modeling validation measurements near existing active roadways will be conducted for a 15 to 20 minute sampling period during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. Traffic counts and classifications will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with future determination of noise abatement will be identified.

Traffic noise levels at each validation measurement site will be predicted using the FHWA Traffic Noise Model (TNM, version 2.5) using the existing roadway configurations and the traffic counts from the noise measurement survey. The sound level predictions will be compared with the measured sound levels to reach close agreement of +/- 2 dB.

Based on site visits, review of aerial mapping, and land use inspection, a set of representative noise modeling sites will be located throughout the project study area. Frequently, one modeling location will be used to represent several nearby locations expected to have noise levels that are the same, or slightly less, than the modeling location. The number of modeling sites will be sufficient to accurately predict existing (2018?), future (year 2040?) No-Build and future Build traffic noise levels, identify all potential traffic noise impacts, and evaluate traffic noise abatement measures. It is estimated that 10 to 20 noise modeling sites may be needed to provide representative noise levels along the project corridor.

Using the validated model, existing peak hour traffic volumes from project traffic engineers will be used with posted speed limit speeds to calculate existing peak hour noise levels at each of the modeling sites from above. Traffic noise levels projections will also be performed for the same sites using the future No-Build traffic volumes. These predicted noise level will be used for comparison with the future Build noise levels and to aid in the understanding of the potential change in project area noise levels.

Future Build noise levels during peak hour will also be modeled at the selected noise sensitive sites with the proposed new and improved roadways. The future Build traffic noise levels will be compared to the approach or exceed and allowable increase noise criteria using the WSDOT policy. For residences, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Leq during peak hours, or an increase of 10 dB or more over the existing traffic noise levels.
In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. Due to limited right-of-way, it is assumed that noise abatement measures considered will be limited to noise walls, as there is not sufficient right-of-way to consider berms in most sections of the corridor. If noise walls are necessary, the Consultant shall provide location, length, height, profile, estimated cost (using WSDOT Policy) and number of benefiting noise sensitive properties for each proposed barrier. This information will be used to show compliance with WSDOT criteria for reasonable and feasible noise abatement for any recommended noise barriers.

For those areas with traffic noise impacts and no recommended noise abatement measures, the analysis will provide the necessary analysis and information to specifically note the reasons for not providing noise abatement. Construction activities that may cause annoyance at nearby noise sensitive land uses will be qualitatively assessed by the Consultant in accordance with WSDOT's procedures. The Consultant will discuss local laws applying to construction noise, including any limitation on construction during evening and nighttime hours, or on weekends and holidays.

The Consultant shall prepare a noise technical report summarizing the finding of the noise study. The contents will include an introduction to acoustics, land use, methodology, existing noise levels, future No-Build and Build noise levels, noise impacts, and recommended mitigation. The noise report will follow the WSDOT policy for a traffic noise technical analysis. The report will include maps of existing and proposed alignments on vicinity scale maps. Impacts, monitoring locations and sensitive receivers will be shown on area maps at an appropriate scale. Tables, with comparisons, will be prepared to aid in the understanding of project impacts and mitigation. A discussion of potential impacts to future land uses in the context of existing and planned land uses will be provided. Construction noise impacts and local regulations, as described above, will be discussed. The initial report will be submitted in MS Word for review and comments from the City, project shareholders, and WSDOT. After revisions based on the comments are completed, a final report will be produced in PDF electronic format.

Assumptions:

- Actual dispersion modeling using specific intersection configurations will not be necessary.
- City will provide one consolidated review on the draft noise evaluation prior to being finalized by the Consultant team for WSDOT submittal and NEPA evaluation.

Deliverables:

- Noise Analysis Technical Report (draft and final)
- Noise monitoring sheets and details
- Noise wall locations and heights (where applicable)
- TNM Files

9.8 (Biological Assessment) BA No-Effect

A BA no-effect checklist will be prepared to evaluate threatened/endangered that may occur in the context of the project action pursuant to CE review criteria.

Assumptions:

- City will provide one (1) consolidated review on the draft BA no-effect letter prior to being finalized by the Consultant team for WSDOT submittal.
- Infiltration is assumed for stormwater and formal ESA consultation is not assumed for this task or scope. If formal ESA consultation is triggered a supplemental scope will be necessary for formal BA preparation if recommended by WSDOT under NEPA review.

Deliverables:

- Draft and final BA no-effect checklist associated with CE form (PDF)
- Correspondence via email

9.9 Hazardous Materials Investigation and Technical Memorandum

The primary objective of the Hazardous Materials Technical Memorandum is to evaluate the project area, with focus on the historic and current use of the properties adjacent to the proposed project corridor, for obvious evidence of existing and potential hazardous materials conditions. The Hazardous Material Technical Memorandum will be completed in support of the National Environmental Policy Act (NEPA) documentation for the project. The Hazardous Materials Technical Memorandum will include the following elements:

- Review of federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills
- Review of historical documentation, including:
    - Historical aerial photographs
    - Sanborn Insurance Maps, if coverage is available
    - Reverse city directories for the streets included in the project area
- Review of existing reports documenting previous investigations (if available from Washington State Department of Ecology and/or City of Redmond)
- Site reconnaissance from public rights-of-way or publicly accessible public properties
- Prepare draft and final Hazardous Materials Technical Memorandum deliverable

A Hazardous Materials Technical Memorandum is not considered to be a Phase I ESA that adheres to the American Society for Testing and Materials (ASTM) standards. If the Hazardous Materials Technical Memorandum analysis reveals issues that could impact the project area, more detailed investigations, which may include Phase I ESAs or Phase II ESAs, may be recommended. If further investigation is recommended, a scope of work and cost estimate will be provided at that time.

The Hazardous Materials Technical Memorandum scope of work does not include any specific testing or analysis to determine the presence or absence of any physical, radiological, or biological hazard or condition, including, but not limited to: wetlands, endangered species issues, asbestos containing materials, lead-based paint, lead in drinking water, or radon.

The Hazardous Materials Technical Memorandum and any further recommended investigations (if deemed necessary) will be performed by HWA staff who, to the best of our professional knowledge and belief, meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. HWA staff members have the

specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the project area.

Additional Services

Although it is unknown at this time if additional services such as Phase I or II ESAs will be required by WSDOT as part of the environmental consulting services, based on a cursory review of Ecology regulated properties that are adjacent to or in the nearby vicinity of the NE 70th Street Extension project area, the potential for this recommendation and the impact to the overall project budget should be considered. Therefore, typical estimates for a Phase I ESA are presented as part of this proposal.

Assumptions:

- City will provide one (1) consolidated review on the draft Hazmat memo prior to being finalized by the Consultant team for WSDOT submittal and NEPA review.
- The cost provided for a Phase I or II ESA is based on HWA's experience and could vary depending on the project location, historical and environmental regulatory records available, and other variables (i.e., property size, number of buildings, site access, etc.)

Deliverables:

- Draft and final Hazmat memo (PDF)
- Correspondence via email

Task 10 – Storm Drainage Design

The Consultant will evaluate stormwater for the project area in conformance with the requirements of the City of Redmond Stormwater Technical Notebook (March 2019, as amended on June 5, 2019).

10.1 Coordination with City and Resource Agencies

The Consultant will coordinate with City of Redmond stormwater staff and the maintenance department regarding proposed drainage systems planned for the project. The Consultant will also coordinate with permit specialist regarding drainage components in the documents (prepared under Task 9 of this scope of services) which resource agencies may review.

Assumptions:

- Coordination effort assumes up to two (2) meetings at the City of Redmond offices.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Draft meeting notes provided in Word format, submitted via email
- Final meeting notes provided in PDF format, submitted via email

10.2 Design Criteria

The 2019 Stormwater Technical Notebook and Redmond Municipal Code (RMC) chapters 13.06 and 15.24, will be used as the drainage design manuals for this project. Prior to beginning project drainage design, a Storm Drainage Design Criteria matrix will be prepared summarizing all drainage related requirements and standards.

Assumptions:

- The Storm Drainage Design Criteria matrix will be provided the City of Redmond for review and concurrence before the Consultant proceeds with detailed design work.

Deliverables:

- One (1) PDF copy of the Storm Drainage Design Criteria matrix, to be included in the appendix of the Technical Information Report (TIR)

10.3 Off-Site Analysis

The Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project limits. The downstream analysis will include a review of recent drainage complaint documentation provided by the City (if it exists) and a visual assessment of the downstream route to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for the downstream drainage conveyance system associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The Consultant will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This task does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service.

The Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation. This task does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service.

Assumptions:

- The site consists of a single TDA and therefore the Consultant will analyze up to one (1) downstream route.
- The downstream route field investigation is assuming the Consultant has permission to enter private properties to conduct the work. If the downstream route field investigation requires access onto private property, right-of-entry permissions will be obtained by the Consultant (Commonstreet).

Deliverables:

- Off-Site Analysis Write-up, to be included in a section of the Technical Information Report (TIR), see Task 10.8

10.4 Site Assessment

Consultant will prepare site assessment maps showing existing drainage features, drainage patterns, and soil conditions within the NE 70th Street corridor. The site assessment maps will be assembled based upon new

topographic survey mapping, City records, and City maps. Off-site information that is outside of the new survey limits will be acquired from GIS mapping, City records, and City maps. The site assessment mapping will include:

- Land use types and areas
- Topographic plans within the road project right-of-way, including enclosed drainage
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS)
- Watershed and stream basin information (electronic GIS)
- Wetlands, streams, and other critical areas (if applicable)
- Relevant Basin Plans that may have impact on drainage design (supplied by City, if available)
- Soil types – Natural Resources Conservation Service (NRCS)

The Consultant will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for flow control and water quality treatment. TDA boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. The Consultant will prepare a summary of area tables for pre-project and post-project conditions.

This work element includes updating the proposed impervious area maps after 60% plans are complete, if there are significant changes to the roadway design that warrants an update.

Deliverables:

- Existing Drainage Condition Maps (approximately two [2] 11”x17” sheets, to be included in the TIR, Task 10.8)
- Downstream Routes/Upstream Areas Exhibit (one [1] 11”x17” sheet, to be included in the TIR, Task 10.8)
- Soils Map (one [1] 11”x17” sheet, to be included in the TIR, Task 10.8)
- Existing Impervious Area Maps (approximately two [2] 11”x17” sheets, to be included in the TIR, Task 10.8)
- Proposed Impervious Area Maps (approximately two [2] 11”x17” sheets, to be included in the TIR, Task 10.8)
- Tables identifying the different types of impervious surfaces (to be included in the TIR, Task10.8)

10.5 Water Quality Treatment and Flow Control Calculations

Consultant will prepare sizing calculations for the proposed water quality treatment and flow control facilities.

Assumptions:

- The hydrologic analysis conducted as part of this work element will be done using MGSFlood, a continuous simulation modeling software accepted by the Washington State Department of Ecology.

Deliverables:

- Water Quality Treatment and Flow Control calculations (to be included in the TIR, Task10.8)

10.6 Coordination with Other Projects (Potential Use of ST Facility)

There is the potential to combine the flow control requirements of the NE 70th Street Extension project with the flow control facility currently being constructed as part of the Sound Transit (ST) Downtown Redmond Light Rail Extension project located downstream of the project site. The Consultant will coordinate with the City and ST to determine if expanding the ST site is a viable option to address flow control for the NE 70th Street project. The City will provide the Consultant with the Downtown Redmond Light Rail Extension TIR for review and reference.

10.7 Conveyance Calculations

The Consultant will prepare storm pipe conveyance capacity calculations for new storm drain conveyance systems within the project area limits as follows:

- 60% PS&E: Prepare preliminary pipe sizing and backwater calculations, using StormShed 3G or an equivalent backwater calculation software program and the Rational Method.
- Final PS&E: Prepare final pipe capacity and backwater calculations, using StormShed 3G or an equivalent backwater calculation software program and the Rational Method.

Assumptions:

- Conveyance calculations will be performed for new storm drain conveyance systems only. Existing storm drain conveyance systems will not be analyzed, except for those in Redmond Way (SR 202) if expanding the ST flow control facilities is determined to be the preferred option.
- Gutter flow calculations will not be performed.

Deliverables:

- Conveyance Calculations (to be included in the TIR, Task 10.8)

10.8 Draft Stormwater Technical Information Report (TIR)

The Consultant will prepare and submit to the City a draft Stormwater Technical Information Report (TIR) for the project based on the City of Redmond Stormwater Technical Notebook (March 2019). The draft Stormwater TIR will be circulated to City staff for review and comment. City staff will consolidate all comments into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one meeting with City staff to reconcile any outstanding comments. After reconciling comments at this meeting, the Consultant will prepare and submit documentation in Excel format of how comments received will be addressed when a final Stormwater TIR is prepared under Task 10.9.

Deliverables:

- Draft Stormwater TIR for City review and comment submitted electronically in PDF format
- Set of responses to review comments received on the draft Stormwater TIR submitted electronically in PDF format

10.9 Final Stormwater TIR

The Consultant shall revise the draft Stormwater TIR based on comments from the City and design revisions since the draft report was submitted. This Scope of Services covers one (1) submittal of the final Stormwater TIR, which the Consultant assumes will not receive further comment from the City.

Deliverables:

- Final Stormwater TIR submitted electronically in PDF format

Task 11 – 30% Design, Plans, and Opinion of Costs

The Consultant will prepare 30% design level construction plans and opinion of costs and submit them to the City for review and comment. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The Consultant will prepare and submit to the City Preliminary (30%) Design plans for a preferred design alternative for the project, based on the conceptual channelization plans documented in the Traffic Analysis Memorandum and approved by the City. It is assumed that the preliminary plans will fit on three (3) "base sheets," utilizing 11" x 17" sheets at 1" = 40' scale. Other scales may be used as appropriate.

11.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 30% level of detail. The Consultant anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 30%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Typical roadway sections	1
Paving and grading plan	2
Drainage plan	2
Channelization, illumination, and signing plan	2
Traffic signal plan	1
Construction sequencing plan	4
Total	**15**

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above. These plans will inform right-of-way/license to construct needs for the final design stage of the project.

In developing the traffic signal plan as well as the illumination plans, the Consultant will model illumination levels at the intersections to determine if illumination modifications are required.

The construction sequencing plan will inform the Consultant's development of the traffic control opinion of cost.

11.2 Opinion of Cost

The Consultant will prepare and submit to the City a Preliminary (30%) Opinion of Cost based on the Preliminary (30%) Plans, including allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices

and incorporate a 30% contingency to account for the level of completeness of plan preparation and to reflect past experience on similar projects within the region.

Deliverables (for all Task 11 subtasks):

- Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format

Task 12 – 60% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 30% Plans and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

12.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 60% level of detail. The Consultant anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 60%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	2
Typical roadway sections	1
Roadway plan and profile	2
Intersection details	2
Drainage plan and profile	2
Drainage details	1
Channelization, illumination, and signing plan	2
Traffic signal plan	3
Landscaping plans	2
MOT plans	4
Total	**24**

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the preliminary phase are still applicable to sheets developed under that phase):

- General: incorporate comments from the 30% review and comment resolution.
- General: pothole City utilities to identify horizontal and vertical existing conditions.
- Site preparation: evaluate removal and site preparation limits and best management practices (BMPs) for erosion control and identify structures and obstructions requiring removal.

- Roadway paving and grading: develop a roadway, sidewalk, and driveway elevation model; refine design elements to achieve compliance with PROWAG dated July 26, 2011 standards (or MEF); adjust paving limits as necessary to achieve grading goals.
- Intersections: document horizontal and vertical design data at intersections, including curb return data and curb ramp size and grading.
- Roadway details: develop non-standard design elements.
- Driveways: design driveway paving connections to existing parking lots or properties.
- Drainage: refine design based on pothole data and utility coordination; generate profile views for proposed pipes and structures, showing existing crossing utilities for a conflict check; detail storm drainage design elements.
- Channelization and signing: detail channelization and sign placement.
- Traffic signals (including illumination, as required): generate applicable schedules for poles, foundations, signal attachments, and conduits; coordinate design with utilities; modify pedestrian pushbutton designs as necessary to achieve ADA.

12.2 Opinion of Cost

The Consultant will prepare an opinion of cost for the 60% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 60% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 30% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 30% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Deliverables (for all Task 12 subtasks):

- Completed comment log for the Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format
- 60% plans (half-size) and opinion of cost estimate submitted electronically in PDF format

Task 13 – 90% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 60% Plans and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

13.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 90% level of detail. The Consultant anticipates that the 90% design will include all sheets for the final construction document package to be used by the contractor. The list below includes the assumed sheet titles and number of sheets for 90%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	2
Typical roadway sections	1
Roadway plan and profile	2
Intersection details	2
Drainage plan and profile	2
Drainage details	1
Channelization, illumination, and signing plan	2
Illumination details	1
Traffic signal plan and details	5
Landscaping plans and details	3
MOT plans	4
Total	**28**

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 60% review and comment resolution.
- General: coordinate elements for consistency with the project specifications.
- General: review project constructability and revise design elements as necessary.
- Roadway paving and grading: finalize roadway, sidewalk, and driveway elevation model.
- Traffic signals: provide traffic signal wiring diagram.
- Illumination: provide illumination one-line (wire) diagram and details.

13.2 Specifications

The Consultant will prepare a Project Manual for the project based on English units for the 90% submittal. This will include Special Provisions for the items of work that are not covered by the 2020 WSDOT/APWA Standard Specifications, including any Redmond General Requirements (to be provided by the City), as well as bid and contract forms.

13.3 Opinion of Cost

The Consultant will prepare an opinion of cost for the 90% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 90% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 60% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 60% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.
In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Deliverables (for all Task 13 subtasks):

- Completed comment log for the 60% Plans and Opinion of Cost submitted electronically in PDF format
- 90% plans (half-size), project manual including specifications, and opinion of cost estimate submitted electronically in PDF format

Task 14 – 100% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 90% Plans, Project Manual, and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

The Consultant shall prepare this design stage to be construction-ready. The Consultant assumes that no comments will be received after submitting the 100% PS&E documents.

14.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 100% (construction-ready) level of detail. The Consultant anticipates that the 100% design will include all sheets for the final construction document package to be used by the contractor (see sheet list in Task 16).

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 90% review and comment resolution
- General: designate all sheets as construction-ready through signatures by each engineer of record.

14.2 Specifications

The Consultant will revise the 90% Project Manual based on comments received from the City to produce a 100% (construction-ready) Project Manual. The Consultant's engineer of record shall sign the construction-ready Project Manual.

14.3 Opinion of Cost

The Consultant will prepare an opinion of cost for the 100% (construction-ready) plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 100% (construction-ready) level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 90% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 90% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Deliverables (for all Task 14 subtasks):

- Completed comment log for the 90% Plans and Opinion of Cost submitted electronically in PDF format.
- 100% plans (half-size; stamped and signed), project manual, including specifications (stamped and signed), and opinion of cost estimate submitted electronically in PDF format. These materials will be submitted to Builders Exchange by the City for construction advertisement.

Task 15 – Right-of-Way Acquisition (Commonstreet)

Commonstreet, as a Subconsultant to the Consultant (Perteet), will support the survey and construction activities through the following right-of-way related tasks:

- Obtaining rights of entry.
- Conducting appraisals and review appraisals for fee simple acquisition.
- Negotiating licenses to construct or temporary construction easement (TCE) agreements.

All right-of-way acquisition services will be conducted in accordance with the Uniform Relocation Act, its policies and procedures; the Washington Administrative Code; the Code of Federal Regulations; WSDOT's Right of Way Procedures Manual, M26-01.18, and WSDOT's Local Agency Guideline LAG M36-63.34.

15.1 Project Management

15.1.1 Coordination

The Consultant will provide overall coordination for right-of-way activities; maintain records, files, documents, and reports. The parcels for which right-of-way activities may be needed are highlighted in yellow in Figure 2.

Figure 2. Potential Right-of-Way Parcels.

15.1.2 Monthly Project Meetings

The Consultant will attend monthly project status meetings as requested, up to a maximum of eight (8) meetings.

Assumptions:

- The City and Perteet will provide parcel sites and other parcel information, right-of-way plans, and legal descriptions.
- The Consultant will be the point-of-contact for property.
- Real estate legal services will be provided by City of Redmond legal staff.

Deliverables:

- Monthly written status reports and invoices

15.2 Rights of Entry

Commonstreet will negotiate rights of entry with up to six (6) adjacent property owners so that survey, drainage system evaluations, and potentially geotechnical explorations can be completed. These rights of entry will be secured before survey or geotechnical exploration activities begin. Negotiations may include up to two (2) meetings with each parcel owner, for a total of up to twelve (12) meetings.

Deliverables:

- Right-of-way activities log in Microsoft Excel format
- Completed rights of entry for all necessary parcels in PDF format

15.3 Pre-Negotiation Services

15.3.1 Document Review/Title Clearance

The Consultant will review Title Commitment Reports, Right-of-Way Plans, Legal Descriptions, and Exhibits. Consultant will research title encumbrances for up to one (1) fee acquisition, prepare a Memorandum of Title identifying all recommended title clearing actions and coordinate clearing of all title encumbrances determined necessary by City.

Deliverables:

- Memorandum of Title for up to one (1) Fee Acquisition

15.3.2 Obligation Funds and WSDOT Authorization for R/W Acquisitions

The Consultant will prepare a project funding estimate in accordance with the rules of WSDOT's Right-of-Way Procedures Manual, M26-01.18, and LAG Chapter 25.4 Project Funding Estimate (PFE) for WSDOT's review and approval for up to six (6) parcels that are illustrated in Figure 2.

Assumptions:

- Right-of-way plans and legal descriptions are included in other tasks included in this scope of services. The Consultant will be the point-of-contact for property owners.
- Real estate legal services will be provided by City of Redmond legal staff.

15.4 Appraisals

Commonstreet will coordinate services for the preparation of appraisals for up to one (1) fee simple acquisition and up to five (5) temporary construction easements (TCEs). Appraisals will be managed by Commonstreet, utilizing their WSDOT-approved, partnering subconsultant appraisal firm, in accordance with the WSDOT Right-of-Way Manual.

15.5 Review Appraisals

Commonstreet will coordinate services for the preparation of review appraisals for up to one (1) fee simple acquisition and up to five (5) TCEs. Review appraisals will be managed by Commonstreet, utilizing their WSDOT-approved, partnering subconsultant appraisal firm, in accordance with the WSDOT Right-of-Way Manual.

15.6 Negotiations

Commonstreet will conduct negotiations for up to one (1) fee simple acquisition and up to five Commonstreet will conduct negotiations for up to one (1) fee simple acquisition and up to five (5) TCEs. Negotiations will be conducted by Commonstreet in accordance with the WSDOT Right-of-Way Manual. After completion of negotiations, Commonstreet will assist City in property owner payments and will facilitate the recording of

conveyance documents with the County Assessor. Once documents are recorded, Commonstreet will complete a Quality Control Review of all acquisition files and submit to City in physical and electronic copies.

15.7 Negotiations Support (by design team)

The design engineering team will provide support to Commonstreet and the City during negotiations with property owners. This support will include up to six (6) meetings with property owners, and preparation of informal informational exhibits (one for each parcel) and materials to be used by the appraiser, project team, and property owners. The budget assigned for this work element will be limited to the amount designated for this work element.

Exclusions:

- The actual filing of condemnation and subsequent litigation.
- Closing costs such as recording fees, escrow services, title insurance fees, title reports, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the City. These costs will be paid directly by the City.
- Continued negotiation services during condemnation or work associated in preparing and/or obtaining possession and use agreements.
- Legal descriptions (prepared by others).

Task 16 – Maximum Extent Feasible (MEF) Documentation

16.1 Coordination with WSDOT

The Consultant will coordinate with WSDOT regarding acceptance and the determination of compliancy of pedestrian facilities. This includes up to two (2) site visits with WSDOT, phone calls, and e-mail coordination.

The Consultant will also coordinate with WSDOT regarding a courtesy review of the MEF documentation, and regarding pedestrian facility design questions from WSDOT.

Deliverables:

- WSDOT concurrence regarding curb ramp and pedestrian signal design

16.2 Design MEF Documentation

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, an MEF document must be prepared as part of the project documentation. The Consultant will prepare a designed conditions MEF document for the project. Justification will be provided as part of the documentation.

Work Elements:

The Consultant will prepare design MEF documentation for the City's documentation. The MEF documentation is anticipated to include the following elements:

- Project Description – this will be a general description of the overall project.

- Design Standards – this will be a general statement identifying the guidelines/manuals used and the criteria to be met for pedestrian facilities.
- Summary of Facilities and Evaluation – this will be a short summary of the facilities that will be evaluated, including a general statement that the project design was intended to be compliant, then identifying specific elements that are non-compliant and a justification for the reason(s) why.
- Summary of proposed design and compliancy for curb ramps, pedestrian crossings, driveways, sidewalks, and pedestrian signals, as applicable.
- The Consultant will provide a draft MEF document for the City to review. The Consultant will incorporate the review comments into a final MEF document.

This task provides for the preparation of the design MEF document, which will reflect the Consultant's designed improvements, and will be provided to the City. Upon completion of construction, it is recommended that the design MEF document be modified to reflect the constructed improvements as the constructed MEF document. This Scope of Services does not include work to revise the design MEF document and produce the constructed MEF document.

Assumptions:

- The Revised Draft Guidelines for Accessible Public Rights-of-Way (2011 PROWAG) will be the design guidelines and measurement of compliancy for pedestrian facilities, as determined by WSDOT.
- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliancy" for each ramp, as necessary.

Deliverables:

- One (1) electronic copy of the Draft MEF Document in PDF format
- One (1) electronic copy of the Final MEF Document in PDF format

Task 17 – QA/QC Program

The Consultant will conduct an internal quality assurance program prior to all submittals. Documentation will be submitted to the City for major submittals, which are defined as the project basemapping, draft and final Technical Reports, as well as the 30%/60%/90%/100% engineering submittals. This task will supplement the continuous quality assurance program by conducting a detailed review of each major submittal for compliance with project criteria and consistency with the project goals.

Deliverables:

- Markups of major submittal quality control reviews submitted electronically with each major submittal. One (1) quality control review document will be submitted for each of the following:
    - Project Basemap
    - 30% Preliminary Engineering Submittal (Plans and Opinion of Cost Estimate)
    - Draft Stormwater Report

- Final Stormwater Report
- 60% Final Engineering Submittal (Plans and Opinion of Cost Estimate)
- 90% Final Engineering Submittal (Plans, Project Manual, and Opinion of Cost Estimate)

Task 18 – Bid Support

The Consultant will support the City during the bidding phase of the project. The Consultant will respond to requests for clarifications and prepare Addendums. The budget assigned for this work element will be limited to the amount designated for this work element.

18.1 Provide Bid Clarifications

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (email format)

18.2 Addenda

The Consultant will assist the City with preparing materials to be included with up to three (3) Addenda, as required.

Assumptions:

- The City will prepare addendums for distribution during the bidding process.
- The City will prepare the bid tabulation.
- The City will determine if the bids are responsive or not.
- The City will track bid questions and communicate with bidders.
- The City will produce bid sets.
- The City will review bid tabulations against the opinion of cost (engineer's estimate).
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Materials to be included with addenda, as requested, for up to three (3) Addenda

18.3 Conformed Construction Documents

The Consultant will modify the original bid documents to include any addendums and then reissue both the Contract Plans and Contract Provisions as a set of Conformed Construction Documents for use during construction. Also included in the Conformed Construction Documents will be copies of the bid proposal for the Contractor who is awarded the project.

Deliverables:

- Five (5) copies of the Conformed Construction Plans (half-size) and Conformed Project Manual submitted in hard copy form and delivered by US Mail to the City. One (1) hard copy original of the Conformed Construction plans (full-size) and Conformed Project Manual for reproduction by the City for construction purposes, delivered by US Mail to the City.

Task 19 – Management Reserve

Additional services may be performed by the Consultant at the request of the City, but only after written authorization has been given by the City defining the Scope of Services to be performed.

Additional (Optional) Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services from the available Management Reserve funds. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract. These additional services may include, but are not limited to, additional project coordination, additional public involvement, additional design analysis, additional environmental documentation or permits, and additional right-of-way services.

Items to be furnished by the City

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

1. Copies of all previous studies and environmental documentation of the project.
2. Copies of plans, profiles, cross sections, field topographic survey notes or documents available to the City that will aid in the preparation of the plans and studies within the limits of the project.
3. Existing traffic counts since 2015 in the study area, including turning movement counts, daily/hourly volume or speed counts, and truck counts.
4. Current City Synchro models for AM and PM peak hours.
5. Output from the City's Traffic Demand Model for the base and forecast 2035 years (AM and PM peak hours).
6. As-built information of existing plans.
7. Digital orthophotography with datum statement and survey control points used.
8. Property title reports to define existing right-of-way within the project limits.
9. Meeting rooms for public meetings.
10. The City will be responsible for the printing, postage, and mailing of information to the community.
11. The City will provide relevant local land use and zoning documents.
12. The City will provide relevant digital maps available through the City's GIS, including but not limited to: 1) existing land use, 2) Comprehensive Land Use Map, 3) zoning map, 4) aerial photography, 5) utilities, and 6) other maps as applicable.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. AASHTO 2018, "A Policy of Geometric Design of Highways and Streets."
2. WSDOT, "Standard Specifications for Road and Bridge Construction."
3. WSDOT, "Design Manual."
4. WSDOT, "Materials Laboratory Outline."
5. WSDOT, "Construction Manual."
6. WSDOT, "Local Agency Guidelines."
7. Highway Research Board's Manual entitled "Highway Capacity."
8. FHWA and WSDOT, "Manual on Uniform Traffic Control Devices for Streets and Highways."
9. Standard drawings prepared by City of Redmond and furnished to the Consultant will be used as a guide in all cases where they fit design conditions and where no City of Redmond standard drawings are applicable; WSDOT Standard Plans will be used as a default.
10. AASHTO "Guide for the Development of Bicycle Facilities."
11. AASHTO 1993 "Guide for the Design of Pavement Structures."
12. City of Seattle Right-of-Way Improvements Manual (for pavement design criteria only).
13. WSDOT Highway Runoff Manual.
14. WSDOT Hydraulics Manual.
15. City of Redmond Stormwater Technical Notebook.
16. City of Redmond Municipal Code.
17. City of Redmond Bicycle Design Manual.

Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.

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

Firm Name, Certification Numbers	Role on Perteet Team	Anticipated % Commitment
1 Alliance Geomatics, LLC SBE, UDBE, DBE – D4M0022928, MBE – M4M0022928	Land surveying, R/W plan preparation	10%
HWA GeoSciences, Inc. UDBE, SBE, DBE – D5F0024692, MWBE – M5F0024692	Geotechnical services, hazardous material screening	12%
Michael Minor & Associates, Inc. SBE, DBE – DM0016853 MBE – M3M0016853	Noise, air and vibration consulting	2%

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D, fee determination

Exhibit D - Consultant Fee Determination Summary

PERTEET

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Redmond NE 70th St: Red Way to 180th Ave
Client: City of Redmond

Hourly Costs

Classification	Hours	Rate	Amount
Principal	236	$327.79	$77,358
Sr. Associate	26	$244.52	$6,358
Sr. Associate	107	$249.57	$26,704
Sr. Engineer / Mgr	490	$181.72	$89,045
Lead Engineer / Mgr	210	$155.14	$32,579
Engineer II	80	$116.89	$9,351
Engineer II	60	$117.87	$7,072
Engineer II	938	$120.33	$112,870
Lead Technician/Designer	620	$126.06	$78,158
Lead Technician/Designer	32	$161.88	$5,180
Lead Planner/Manager	8	$145.71	$1,166
Planner II	78	$145.02	$11,311
Construction Supervisor	20	$251.27	$5,025
Accountant	24	$149.57	$3,590
Clerical	20	$103.14	$2,063
Cultural Resources Specialist II	30	$119.74	$3,592
Total Hourly Costs	**2,979**		**$471,422.00**

Reimbursables

Expenses			Amount
Reproduction - Reimbursed			$550
Total Expenses			**$550.00**

In-House Costs	Qty	Rate	Amount
Mileage - $.585	1,200	$0.585	$695
Total In-House Costs			**$695.00**

Subconsultants

Subconsultants	Cost	Markup	Amount
1 Alliance Geomatics, LLC	$70,086.00	1.00	$70,086
Commonstreet Consulting	$72,112.00	1.00	$72,112
HWA GeoSciences Inc	$81,644.00	1.00	$81,644
Michael Minor & Associates, Inc.	$13,678.00	1.00	$13,678
Total Subconsultant Costs	**$237,520.00**		**$237,520.00**

Management Reserve

Management Reserve	$48,000

Contract Total	**$758,187.00**

Prepared By: Peter G De Boldt Date: April 26, 2022

Exhibit D-1
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164

Position Classification	Max Direct Salary Rate	Overhead @ 196.48%	Profit @ 31.00%	Max Rate Per Hour
Principal	$100.11	$196.70	$31.03	$327.84
Sr. Associate	$84.98	$166.97	$26.34	$278.29
Sr. Engineer/Sr. Project Manager	$68.00	$133.61	$21.08	$222.69
Lead Engineer/Manager	$53.55	$105.22	$16.60	$175.37
Engineer 3	$44.50	$87.43	$13.80	$145.73
Engineer 2	$39.38	$77.37	$12.21	$128.96
Engineer 1	$36.75	$72.21	$11.39	$120.36
Lead Technician/Designer	$53.56	$105.23	$16.60	$175.40
Technician 3	$35.00	$68.77	$10.85	$114.63
Technician 2	$30.00	$58.94	$9.30	$98.25
Technician 1	$23.00	$45.19	$7.13	$75.33
Sr. Construction Technician	$43.78	$86.02	$13.57	$143.38
Construction Technician 3	$40.00	$78.59	$12.40	$131.00
Construction Technician 2	$36.75	$72.21	$11.39	$120.36
Construction Technician 1	$30.00	$58.94	$9.30	$98.25
Sr. Planner	$72.00	$141.47	$22.32	$235.80
Lead Planner	$45.84	$90.07	$14.21	$150.13
Planner 3	$45.00	$88.42	$13.95	$147.38
Planner 2	$44.29	$87.02	$13.73	$145.05
Planner 1	$30.00	$58.94	$9.30	$98.25
Lead Environmental Scientist	$55.00	$108.06	$17.05	$180.12
Construction Supervisor	$76.74	$150.78	$23.79	$251.32
Construction Manager	$51.50	$101.19	$15.97	$168.67
Construction Engineer 3	$44.50	$87.43	$13.80	$145.74
Construction Engineer 2	$38.58	$75.80	$11.96	$126.35
Construction Engineer 1	$36.75	$72.21	$11.39	$120.36
Sr. Construction Observer	$57.75	$113.47	$17.90	$189.13
Construction Observer 3	$38.58	$75.80	$11.96	$126.35
Controller	$57.75	$113.47	$17.90	$189.13
Contract Administrator	$66.38	$130.42	$20.58	$217.39
Accountant	$45.68	$89.75	$14.16	$149.60
Clerical	$27.83	$54.68	$8.63	$91.15
Cultural Resources Specialist 2	$37.00	$72.70	$11.47	$121.18

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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. Subconsultants utilized under this agreement include:

* 1 Alliance Geomatics, LLC - Exhibit E-1
* Commonstreet Consulting - Exhibit E-2
* HWA Geosciences, Inc. - Exhibit E-3
* Michael Minor & Associates, Inc. - Exhibit E-4

Exhibit E-1 Subconsultant Fee Determination - 1 Alliance Geomatics, LLC

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate[1]	Hours	Total Cost
		109.19%	30.00%			
Project Surveyor	$98.00	$107.01	$29.40	$234.41	15	$3,516.09
Sr. Project Manager and Project Manager	$69.00	$75.34	$20.70	$165.04	34	$5,611.40
Project Surveyor & QA/QC	$51.50	$56.23	$15.45	$123.18	160	$19,709.26
Assistant Project Manager	$50.00	$54.60	$15.00	$119.60	4	$478.38
Tech 4 & 5	$47.70	$52.08	$14.31	$114.09	198	$22,590.54
Tech 1, 2 & 3	$36.50	$39.85	$10.95	$87.30	80	$6,984.35
Administrative Assistant	$31.00	$33.85	$9.30	$74.15	6	$444.89
					Total of Direct Salary Costs[2]	**$59,335.00**

DIRECT NON-SALARY COSTS:

a.	Travel & Per Diem[3]	$94
b.	Traffic Control	$1,330
c.	UG Utility Locates	$6,300
d.	Communication	$0
e.	Sampling and Testing	$0
f.	Subconsultants[4]	$0
g.	Other (3D Laser Scanner)	$3,027
	Total of Direct Non-Salary	**$10,751**
	GRAND TOTAL[2]	**$70,086**

1 ***ALL INCLUSIVE HOURLY RATE*** *includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement*

2 *Rounded to the closest whole dollar*

3 ***Mileage*** *paid at the current standard mileage rate established by the Internal Revenue Service (IRS).*

4 *Attach Estimate* ***of Consultant Costs and Estimated Hours*** *sheet for each sub consultant.*

Exhibit E-1A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: 1 Alliance Geomatics, LLC

Position Classification	Max Direct Salary Rate	Overhead @ 109.19%	Profit @ 30.00%	Max Rate Per Hour
Pricipal Surveyor	$98.00	$107.01	$29.40	$234.41
Sr. Project Manager and Project Manager	$69.00	$75.34	$20.70	$165.04
Project Surveyor & QA/QC	$51.50	$56.23	$15.45	$123.18
Assistant Project Manager	$50.00	$54.60	$15.00	$119.60
Tech 4 & 5	$47.70	$52.08	$14.31	$114.09
Tech 1, 2 & 3	$36.50	$39.85	$10.95	$87.30
Administrative Assistant	$31.00	$33.85	$9.30	$74.16
Classification Title	$0.00	$0.00	$0.00	$0.01
Classification Title	$0.00	$0.00	$0.00	$0.00

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Exhibit E-2 Subconsultant Fee Determination - Commonstreet Consulting

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate[1]	Hours	Total Cost
		93.11%	**30.00%**			
Principal/Senior Advisor	$100.00	$93.11	$30.00	$223.11	12	$2,677.32
Senior Project Manager	$81.03	$75.45	$24.31	$180.79	70	$12,655.02
Project Manager	$0.00	$0.00	$0.00	$0.00	1	$0.00
Senior Right of Way Agent	$0.00	$0.00	$0.00	$0.00		$0.00
Right of Way Agent	$28.00	$26.07	$8.40	$62.47	271	$16,929.59
Senior Project Control Specialist	$41.16	$38.32	$12.35	$91.83	55	$5,050.76
Project Control Specialist	$37.50	$34.92	$11.25	$83.67	35	$2,928.32
					Total of Direct Salary Costs[2]	**$40,241.00**

Travel & Per Diem[3]	$281
Reproduction Expenses	$0
Computer Expenses	$0
Communication	$0
Sampling and Testing	$0
Subconsultants[4]	$31,500
Other (Postage)	$90
Total of Direct Non-Salary Costs[2]	**$31,871**
GRAND TOTAL[2]	**$72,112**

1 ***ALL INCLUSIVE HOURLY RATE*** *includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement*

2 *Rounded to the closest whole dollar*

3 ***Mileage*** *paid at the current standard mileage rate established by the Internal Revenue Service (IRS).*

4 *Attach Estimate* ***of Consultant Costs and Estimated Hours*** *sheet for each sub consultant.*

Exhibit E-2A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: Commonstreet Consulting, LLC

Position Classification	Max Direct Salary Rate	Overhead @ 93.11%	Profit @ 30.00%	Max Rate Per Hour
Principal/Senior Advisor	$100.00	$93.11	$30.00	$223.11
Senior Project Manager	$100.00	$93.11	$30.00	$223.11
Project Manager	$70.68	$65.81	$21.20	$157.69
Senior Right of Way Agent	$67.31	$62.67	$20.19	$150.17
Right of Way Agent	$60.12	$55.98	$18.04	$134.14
Senior Project Control Specialist	$75.81	$70.59	$22.74	$169.14
Project Control Specialist	$37.86	$35.25	$11.36	$84.48

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Exhibit E-3 Subconsultant Fee Determination - HWA Geosciences, Inc.

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate[1]	Hours	Total Cost
		163.90%	30.00%			
Principal XI	$88.00	$144.23	$26.40	$258.63	8	$2,069.06
Geologist VIII	$76.00	$124.56	$22.80	$223.36	4	$893.46
Geotechnical Engr. VIII	$81.00	$132.76	$24.30	$238.06	33.5	$7,974.98
Geotechnical Engr. V	$53.00	$86.87	$15.90	$155.77	64.5	$10,046.97
Geotechnical Engr. I	$36.25	$59.41	$10.88	$106.54	32	$3,409.24
Geologist IV	$47.00	$77.03	$14.10	$138.13	70	$9,669.31
Geologist II	$30.00	$49.17	$9.00	$88.17	99	$8,728.83
Admin Support	$30.00	$49.17	$9.00	$88.17	4.5	$396.77
Contracts Admin	$41.00	$67.20	$12.30	$120.50	7	$843.49
CAD	$31.00	$50.81	$9.30	$91.11	16	$1,457.74
					Total of Direct Salary Costs[2]	**$45,490.00**

Travel & Per Diem[3]	$180
Datalogger Transducer Rental	$800
Private Utility Locator	$500
Phase 1 Traffic Control	$500
Phase 1 Driller	$6,000
Phase 2 Traffic Control	$500
Phase 2 Equipment Rental	$800
Phase 2 PIT contracotr	$8,000
Database Sub	$750
Ecology File Review	$300
Lab Testing	$3,500
Total of Direct Non-Salary Costs[2]	**$21,830**
GRAND TOTAL[2]	**$67,320**

1 ***ALL INCLUSIVE HOURLY RATE*** *includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement*

2 *Rounded to the closest whole dollar*

3 ***Mileage*** *paid at the current standard mileage rate established by the Internal Revenue Service (IRS).*

4 *Attach Estimate* ***of Consultant Costs and Estimated Hours*** *sheet for each sub consultant.*

Exhibit E-3 (Optional Services) Subconsultant Fee Determination - HWA GeoSciences, Inc.

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate[1]	Hours	Total Cost
		163.90%	**30.00%**			
Geotechnical Engr. VIII	$81.00	$132.76	$24.30	$238.06	11	$2,618.65
Geotechnical Engr. V	$53.00	$86.87	$15.90	$155.77	22	$3,426.87
Geotechnical Engr. I	$36.25	$59.41	$10.88	$106.54	20	$2,130.78
Geologist II	$30.00	$49.17	$9.00	$88.17	34	$2,997.78
					Total of Direct Salary Costs[2]	**$11,174.00**

Travel & Per Diem[3]	$100
Datalogger Transducer Rental	$0
Private Utility Locator	$500
Traffic Control	$500
Equipment Rental	$800
Lab Testing	$1,250
Total of Direct Non-Salary Costs[2]	**$3,150**
GRAND TOTAL[2]	**$14,324**

1 ***ALL INCLUSIVE HOURLY RATE*** *includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement*

2 *Rounded to the closest whole dollar*

3 ***Mileage*** *paid at the current standard mileage rate established by the Internal Revenue Service (IRS).*

4 *Attach Estimate* ***of Consultant Costs and Estimated Hours*** *sheet for each sub consultant.*

Exhibit E-3A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: HWA GeoSciences

Position Classification	Max Direct Salary Rate	Overhead @ 163.90%	Profit @ 30.00%	Max Rate Per Hour
Administrative Support	$30.00	$49.17	$9.00	$88.18
CAD	$38.00	$62.28	$11.40	$111.69
Contracts Administrator	$41.00	$67.20	$12.30	$120.51
Geologist I	$28.00	$45.89	$8.40	$82.30
Geologist II	$34.00	$55.73	$10.20	$99.94
Geologist III	$38.00	$62.28	$11.40	$111.69
Geologist IV	$45.00	$73.76	$13.50	$132.27
Geologist V	$50.00	$81.95	$15.00	$146.96
Geologist VI	$55.00	$90.15	$16.50	$161.66
Geologist VII	$63.50	$104.08	$19.05	$186.64
Geologist VIII	$76.00	$124.56	$22.80	$223.37
Geotechnical Engineer I	$38.00	$62.28	$11.40	$111.69
Geotechnical Engineer II	$42.00	$68.84	$12.60	$123.45
Geotechnical Engineer III	$46.75	$76.62	$14.03	$137.41
Geotechnical Engineer IV	$50.25	$82.36	$15.08	$147.70
Geotechnical Engineer V	$55.00	$90.15	$16.50	$161.66
Geotechnical Engineer VI	$70.00	$114.73	$21.00	$205.74
Geotechnical Engineer VII	$78.00	$127.84	$23.40	$229.25
Geotechnical Engineer VIII	$81.00	$132.76	$24.30	$238.07
Hydrogeologist VI	$40.00	$65.56	$12.00	$117.57
Lab/Field Technician I	$22.00	$36.06	$6.60	$64.67
Lab/Field Technician II	$24.50	$40.16	$7.35	$72.02
Lab/Field Technician III	$27.00	$44.25	$8.10	$79.36
Lab/Field Technician IV	$35.00	$57.37	$10.50	$102.88
Lab/Field Technician V	$45.00	$73.76	$13.50	$132.27
Principal IX	$97.50	$159.80	$29.25	$286.56

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Exhibit E-4 Subconsultant Fee Determination - Michael Minor & Associates

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate[1]	Hours	Total Cost
		110.00%	**30.00%**			
Principal	$65.00	$71.50	$19.50	$156.00	32	$4,992.00
Traffic Noise Analyst	$35.00	$38.50	$10.50	$84.00	96	$8,064.00
					Total of Direct Salary Costs[2]	**$13,056.00**

Travel & Per Diem[3]	$622
Reproduction Expenses	$0
Computer Expenses	$0
Communication	$0
Sampling and Testing	$0
Subconsultants[4]	$0
Other (____)	$0
Total of Direct Non-Salary Costs[2]	**$622**
GRAND TOTAL[2]	**$13,678**

1 ***ALL INCLUSIVE HOURLY RATE*** *includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement*

2 *Rounded to the closest whole dollar*

3 ***Mileage*** *paid at the current standard mileage rate established by the Internal Revenue Service (IRS).*

4 *Attach Estimate* ***of Consultant Costs and Estimated Hours*** *sheet for each sub consultant.*

Exhibit E-4A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: Michael Minor & Associates

Position Classification	Max Direct Salary Rate	Overhead @ 110.00%	Profit @ 30.00%	Max Rate Per Hour
Principal	$65.00	$71.50	$19.50	$156.00
Traffic Analyst	$35.00	$38.50	$10.50	$84.00

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Modal Operating Administration specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the duly authorized representative of the firm of Perteet, Inc.

_____

whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201

_____

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Redmond

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

Perteet, Inc.

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Exhibit G-1(b) Certification of CITY OF REDMOND

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

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

I acknowledge that this certificate is to be furnished to the _____

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

_____ _____

Signature Date

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Perteet, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Perteet, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Redmond NE 70t St.:Redmond Way to 180th Avenue* are accurate, complete, and current as of April 26, 2022**.

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

Firm: Perteet, Inc.

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

NOT USED

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: $ _____.

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

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-120
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Vangie Garcia	Transportation Planning and Engineering Manager
Planning and Community Development	Micah Ross	Senior Engineer

TITLE:
Acceptance of the FHWA Grant Funds for the 70th Street Improvements (Redmond Way to 180th) Project

OVERVIEW STATEMENT:
The City of Redmond has been awarded grant funding for this project in the amount of $2,700,000 from Puget Sound Regional Council (PSRC). This grant is for the construction phase of the project.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond Comprehensive Plan, Transportation Master Plan
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**
  Grant funding for the project construction phase must be obligated by June 2024

OUTCOMES:
Grant funds will contribute to the construction of this project which supports multimodal movement of people and

goods. The extension of NE 70th Street from Redmond Way to 180th Street creates an alternative connection for drivers in addition to the busy Redmond Way and Eastlake Sammamish Parkway intersection as well as creating a more direct path for people walking and riding bicycles.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  A community outreach plan will be developed and implemented during the design phase of the project.
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
Total Project Cost: $5,239,136
FHWA Grant for Construction Phase: $2,700,000

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

Budget Offer Number:
000343

Budget Priority:
Capital Investment Program

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
Annual operations and maintenance costs after facilities are completed.

Funding source(s):
Transportation CIP - Design and Construction $2,539,136
FHWA Grant - Construction $2,700,000

Budget/Funding Constraints:
Construction funds must be obligated by June 2024.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Proposed Upcoming Contact(s)

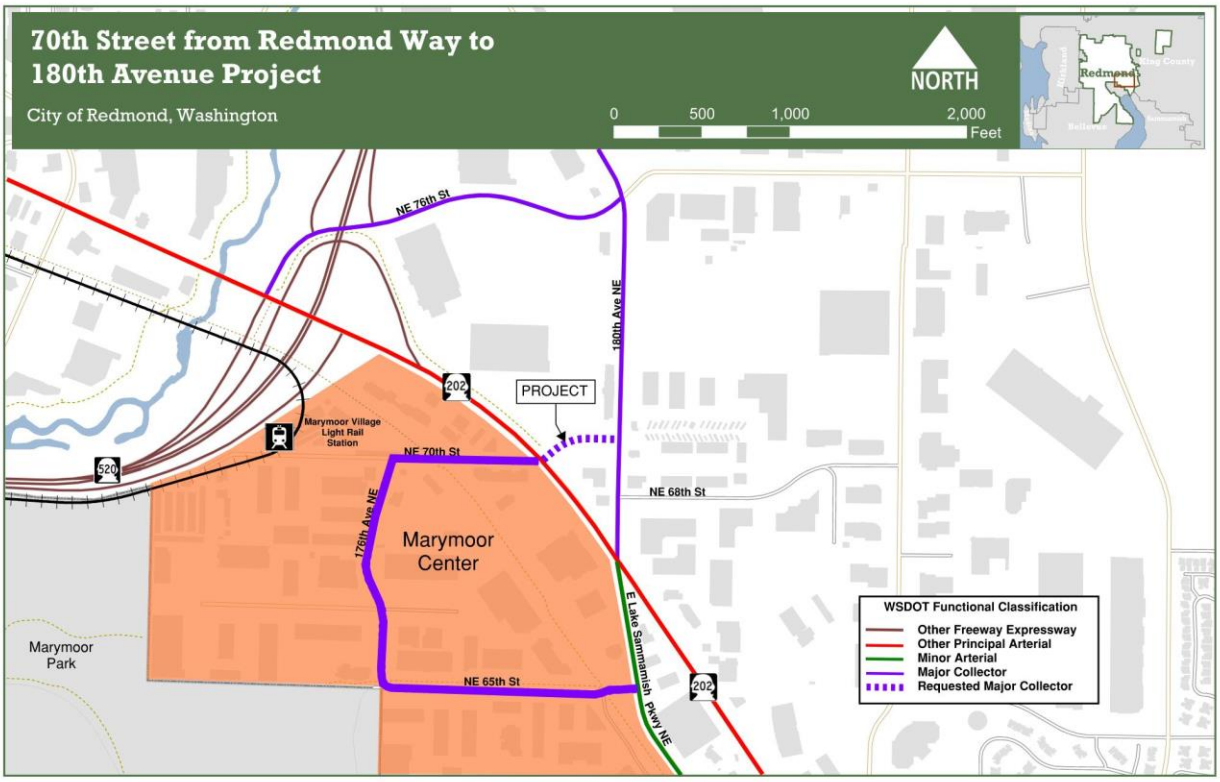
Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:
Design services are expected to take place in 2022 - 2024. Construction is estimated to start in 2024 and be completed by 2025.

ANTICIPATED RESULT IF NOT APPROVED:
Without the contribution of grant funding the project could result in cancellation due to insufficient capital funds.

ATTACHMENTS:
Attachment A: Project Vicinity Map
Attachment B: PSRC Grand Funding Award Letter

Attachment A: Project Vicinity Map



Puget Sound Regional Council
1011 WESTERN AVENUE, SUITE 500 \\\ SEATTLE, WA 98104·1035 \\\ psrc.org \\\ 206·464·7090

June 3, 2021

The Honorable Angela Birney
City of Redmond
15670 NE 85th Street
Redmond, WA 98073

Dear Mayor Birney,

Congratulations! I'm pleased to let you know that the City Redmond is receiving $4,976,600 in PSRC funding for the following projects:

PROJECT	AWARD AMOUNT	FUNDING DEADLINE
90th Street Preservation	$146,600	increase to 2021 award due July 15, 2021
70th Street Extension	$2,700,000	June 1, 2024
Redmond Central Connector Phase 3	$2,130,000	June 1, 2024

Funding was approved by the Puget Sound Regional Council's Executive Board in April and May. Supplemental Federal Highway Administration funds became available this year to award to projects on PSRC's adopted contingency lists from the last major project competition. Additionally, PSRC is directing funds to "ready to go" projects from the contingency lists to meet our "use it or lose it" regional project delivery target for 2021.

Securing federal transportation funding for communities in the region is one of the key roles of the PSRC. Our project selection process is merit-based and helps identify the highest priority projects that will improve local and regional mobility and help achieve our long-range Regional Transportation Plan.

As the region continues to work on maintaining and improving our transportation infrastructure, we are grateful for partners like you working to enhance mobility, support a resilient economy, and sustain a healthy environment and quality of life for people in the region.

Thank you for your leadership and for the excellent work by your staff during a difficult year. I look forward to continuing to partner with you on efforts to help the region thrive now and into the future.

Sincerely,

Josh Brown
Executive Director
Puget Sound Regional Council

cc: Dave Juarez, Public Works Director

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-121
Type: Consent Item

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

Fire	Adrian Sheppard, Fire Chief	425-556-2201

DEPARTMENT STAFF:

Fire	Micheal Despain	Deputy Chief

TITLE:
Approval of Emergency Services Operating Agreement Between the City of Redmond and King County Fire Protection District 34 - January 1, 2023, to December 31, 2027

OVERVIEW STATEMENT:
The City of Redmond provides, under contract, emergency fire suppression, rescue, prevention, emergency management, and emergency medical response services to the citizens of King County Fire Protection District 34 (KCFD34). The two agencies have enjoyed a shared services agreement for over 75 years. The current agreement expires on December 31, 2022, but a proposed successor agreement has been negotiated and is ready for Council review and approval. The proposed five-year agreement is the result of a comprehensive analysis of costs and benefits of providing emergency services within the boundaries of both the City of Redmond and KCFD34. A formula was established to ensure that KCFD34 pays an equitable contractual fee for delivery of services by the Redmond Fire Department.

A review of the present cost formula and assumptions was initiated by the City of Redmond and completed in June 2022. In the event changes to deployment occur that impact efforts of either party to deliver present levels of service, a requirement exists to meet and take steps to mitigate or eliminate the impacts for the benefit of both agencies.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond Fire Department - Strategic Plan 2022 to 2027
- **Required:**
  N/A
- **Council Request:**

N/A

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

OUTCOMES:
Both the City of Redmond and KCFD34 benefit from the ability to quickly share services during an emergency response and also economies of scale from sharing the administrative/logistical support services.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  This proposed contract is the culmination of over six-months of meetings and negotiations between the City and KCFD34.
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
This contract is cost neutral to the City of Redmond.

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

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/19/2022	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:
The current agreement will expire on December 31, 2022.

ANTICIPATED RESULT IF NOT APPROVED:
This contract will provide approximately $9.5 million dollars of revenue to the City for 2023, with cost of living escalators over the next five years, to fully cover all City of Redmond costs associated with the provision of services. However, if not approved, the City of Redmond would need to absorb 40 FTEs at the conclusion of the current KCFD34 contract term.

ATTACHMENTS:
Attachment A - 2023-2027 Emergency Services Operating Agreement Between the City of Redmond and King County Fire Protection District 34

EMERGENCY SERVICES OPERATING AGREEMENT
BETWEEN
THE CITY OF REDMOND AND KING COUNTY FIRE PROTECTION DISTRICT #34

January 1, 2023 - December 31, 2027

I. Parties

The parties to this agreement are the City of Redmond, a State of Washington Municipal Corporation, referred to herein as the City, and King County Fire Protection District #34, a State of Washington Municipal Corporation, referred to herein as the District.

II. Purpose

Both Parties are authorized under the provisions of RCW 39.34.9080 and 52.08.030 to contract with each other to establish fire prevention, education, suppression, emergency preparedness and emergency medical services for the citizens within their respective boundaries. The purpose of this agreement is to set out terms of such service. Both parties desire to improve the service within their respective boundaries and believe that this will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein.

III. Definition of Terms and Phrases

Apparatus includes fire engines, aid cars, ladder trucks, rescue vehicles, support and staff vehicles.

Assessed Valuation refers to total assessed value of real property and improvements to real property for tax purposes as determined by the King County Assessor's Office.

Assets include all real property and improvements thereto, apparatus and equipment normally maintained or utilized in the facilities located in each jurisdiction.

Calls for service are based on the distribution of calls between the District and the City. Calls for Service exclude calls outside the City or the District boundaries.

Apparatus and Equipment Replacement refers to a fund that has been established for the purpose of replacing older vehicles and equipment.

Citywide Equipment Replacement refers to a fund that has been established for the purpose of replacing non-fire related equipment such as information technology, communication, and other types of City-provided equipment.

Overhead applies to city services not directly provided by fire department personnel, such as Information Technologies, Geographic Information Systems and Mapping (GIS), Human Resources, Legal, Finance and Payroll, and insurance. Overhead costs relating to City Council costs are not included in the overhead charges to the District.

Station staffing level refers to how many line personnel (firefighters, driver/operators, officers and battalion chiefs) are assigned to each station.

IV. Level of Service

A. The City shall provide emergency services within the jurisdictional limits of both parties' boundaries pursuant to this agreement and to the extent required by law. In providing such service, the City shall endeavor to maintain a rating from the Washington Surveying and Rating Bureau or any successor agency at least as favorable as that which is now held by each of the parties. The Washington Surveying and Rating Bureau's current rating for the parties at the time of the signing of this agreement are:

City of Redmond – Class 3
King County Fire District 34 – Class 4

B. The City shall provide the following Benchmark and Baseline Performance:

1. *For 90% of all priority structure fire incidents, the first-due unit shall arrive, with a minimum of 3 personnel, within 10 minutes travel time (unit enroute to arrival). The first-due unit shall be capable of providing 500 gallons of water and 1,500 gallons per minute pumping capacity; initiating command; establishing and advancing an attack line flowing a minimum of 150 gpm; containing the fire; and/or rescuing at-risk victims and requesting additional resources if needed. Baseline performance shall not fall below 80% of the Benchmark.*
2. *For 90% of all priority emergency medical incidents, the first due unit, with a minimum of 2 personnel, shall arrive within 9 minutes total response time (unit alert to arrival). The first due unit shall be capable of assessing scene safety; providing an initial patient assessment; initiate basic life support treatment and call for additional resources (law enforcement, Mobile Integrated Healthcare, other EMS units, etc.) if needed. Baseline performance shall not fall below 80% of the Benchmark.*

C. The Fire Chief shall have sole authority to approve or modify automatic/mutual aid agreements with other fire agencies.

V. Fire Services Forum

Joint meetings between the City's and the Fire District's elected officials shall be known as the Fire Services Forum. All elected officials of the City and District shall meet as necessary, but not less often than annually to discuss issues of importance or concern to one or both of the parties. These joint meetings will include the Mayor, City Council Members, and Fire District Commissioners. The authority of this group will be consistent with the powers and authority of the elected officials as established by law.

The purpose of the Fire Services Forum is to assist elected officials in providing for the delivery of services under the conditions of this agreement, serve as a conduit for the exchange of information and discussion of issues of mutual interest.

Forum meetings shall be in compliance with the Open Public Meetings Act, RCW 42.30. Each party shall be responsible for ensuring that the requirements of the Open Meetings Act are met. The Fire Chief and his or her designee will serve as staff support to the Forum. The responsibility of staff support is to advise the elected officials on issues concerning the fire department. The City will maintain all required records of the Forums.

VI. Fire Chief

The Fire Chief shall be an employee of the City under the direction of the Mayor. It is understood that the authority to hire, discipline, commend, or terminate the Fire Chief is

the Mayor's. However, inasmuch as the Fire Chief is the primary contact and administrator of services provided to the District, it is in the interest of both parties to allow input into the process of hiring, discipline, commendation, or termination of the Chief. The Mayor shall include the district commissioners, to the extent possible, in the interview process for hiring any new Chief, and shall also include the commissioners in the performance evaluation process by meeting with the district commissioners annually to provide input regarding the performance of the Fire Chief. Any input by the commissioners may be used in making decisions. The content of any discussion shall remain confidential due to the personnel nature of the discussion. The elected officials shall be notified of any significant decisions regarding the hiring, discipline, commendation, or termination of the Fire Chief prior to the information becoming public.

VII. Administration

A. General. The parties mutually agree:

1. To execute all documents necessary to give effect to this agreement.

2. The City shall exercise discretion and determination over the quality and quantity of supplies, vehicles, equipment, materials, or character of work performed in the construction, alteration, or repair of any fire service facilities. All claims against the other party for compensation for any loss, damage, personal injury, or death occurring on consequence of the performance of this agreement are hereby waived.

3. Administration of this agreement shall be the responsibility of the Mayor, under the policies of the governing bodies of the parties to this contract as set forth in the operational plan. Under the direction of the Mayor, the Fire Chief shall implement this agreement to its fullest extent necessary to provide the services identified herein.

B. Meetings. The Fire Chief or designee shall endeavor to attend all monthly District Commissioner Board Meetings. At each meeting, the Chief or designee shall provide a Chief's report to the Board regarding the operational and administrative activities of the fire department.

The Board of Commissioners may request a meeting with the Mayor or the Mayor's representative whenever deemed necessary or required to ensure that this agreement is being administered consistent with the terms and conditions of this agreement.

C. Modifications. No modification or amendment shall be valid unless evidenced in writing, properly agreed to, and signed by both parties. During the term of this agreement, either party may request in writing to renegotiate specific provisions of the agreement or to settle other differences of the parties. In the event such a request is made, the parties agree to negotiate such provisions in good faith.

In this regard, the parties acknowledge that there may be actions by others that could impact the delivery of emergency services. Such actions may be annexations, incorporations, and tax reform, new county government(s) being formed. It is therefore in the best interest of both parties to fully examine these types of actions and jointly take steps to mitigate or eliminate any negative effects of such actions. To that end it shall be a requirement of the parties to meet and discuss potential actions that could adversely affect either party and if such action(s) are taken by a third party, it shall be mandatory for the parties to meet and take steps to mitigate or eliminate the impacts for the benefit of both agencies.

A request made under the provisions of this paragraph shall not be considered a notice of intent to terminate the agreement.

D. Dispute Resolution.

1. *Participation. In the event of any dispute arising between the parties as to the interpretation or application of any term of this agreement, or as to the validity of any claim made by either party against the other as a result of this agreement, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other party.*

2. *Selection of Mediator. Upon the giving of notice by either party as provided above, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the parties cannot agree on any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.*

3. *Conflicts of Interest. Each party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both parties agree in writing.*

4. *Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally, and each party shall bear its own costs and expenses.*

5. *Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation shall be set out in a written addendum to this agreement.*

6. *Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation. The parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant*

to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either party.

7. *Reservation of Rights. In the event the parties are unable to resolve the dispute through the dispute resolution process established in this paragraph, the parties reserve any and all other rights and remedies available to each of them regarding such dispute.*

E. *Term of Agreement. The term of this agreement shall commence on January 1, 2023, and shall end on December 31, 2027, and shall supersede and replace all existing agreements between the parties.*

F. *Renewal. The parties agree that eighteen (18) months prior to the expiration date, the parties will commence with good-faith negotiations on mutually acceptable renewal terms. Any subsequent agreement shall be fully negotiated, and agreement reached regarding renewal or replacement of the agreement, at least nine (9) months prior to the expiration date, unless this agreement is previously terminated as provided in Section F, below.*

G. *Early Termination. This agreement may be terminated prior to December 31, 2027, by either party, effective as of the end of any calendar year, upon giving written notice thereof to the other party not less than 18 months prior to the end of any calendar year.*

VIII. Assets

A. *Ownership and Title of Assets. All Fire Department assets used throughout the service area shall be titled in the City of Redmond. Any titles to real property, apparatus, and equipment not so vested shall be immediately transferred as part of this agreement.*

B. *Use and Maintenance. It is the intent of this agreement that all such facilities, properties, equipment, and items shall be used for the purpose of this agreement by the City and shall be maintained and insured on substantially the same basis as other property owned and maintained by the City. Said maintenance shall be overseen by the City's facilities maintenance division. The cost of regular and other planned maintenance shall be included in the biennial budgeting process.*

1. *Examples: HVAC system (over $5,000) fails, City would initiate an emergency purchase and provide the District with an invoice.*
2. *Example: HVAC system (over $5,000) needs replacement in the near future. The City will notify the District and request funds.*
3. *Example: HVAC system needs minor maintenance ($500). The City covers it under the normally budgeted repair under the cost model (facility costs).*

C. *Surplus Property. All proceeds from surplus apparatus and equipment shall be paid into the appropriate fire department replacement fund.*

D. *Division of Assets upon Termination of Agreement. In the event this agreement is terminated or dissolved, in whole or in part, real property and improvements thereon shall be transferred to the jurisdiction in which the real property and improvements are located, if not titled in that jurisdictions name. All other assets shall be divided based on the percentage which the value of the assets bear to the percentage of each party's contributions to the Department Budget averaged over the preceding five years. A third party selected by mutual agreement shall inventory and determine the value of the assets. If the City and District are unable to agree on the third party to inventory and value the assets, the dispute resolution process set forth in Paragraph VII D above*

shall be utilized to select a third-party valuator or a process in which a valuator may be selected.

IX. Financing

A. General Obligation Bonds. Each party shall be responsible for any general obligation bonds it issues or has issued for acquisition of equipment, real property, and capital improvements for the benefit of emergency services.

B. Fire Department Budget. The fire department budget shall be prepared and approved by the City pursuant to its biennial budget process. The budget shall include projected operational and administrative expenses for fire prevention, fire suppression, emergency medical, and other services and programs provided by the Redmond Fire Department. The budget shall also include expenses for facilities maintenance, required contributions to the equipment and apparatus replacement funds, as well as fire departments city-wide overhead costs.

C. District Cost for Services. The District shall pay to the City the actual costs required to fund services from District fire stations. The cost of services shall be established based on the District's proportional share of the fire department's budgeted expenses for the services provided to the District. The District's proportional share shall be calculated each year pursuant to the methodology established by the parties as detailed in the Cost of Service Model, Attachment A, and generally described as follows:

1. Labor Costs: The District shall pay the fully burdened labor costs for personnel assigned to District stations. Labor costs shall be determined based on the agreed upon staffing levels. For the purposes of this agreement the minimum daily staffing level at each District station shall be three (3); One (1) officer, One (1) Driver Operator, and One (1) Firefighter. To account for planned absences (vacations and Holidays) the total required personnel necessary to maintain this minimum staffing level is thirteen (13) per staffed Station.

Additionally, the District shall also pay the proportional share of labor costs for command, control and supervisory services provided by the on-duty Battalion Chief. The District's share shall be determined by the proportion of operational personnel assigned to District stations and the total number of allocated operational personnel.

2. Program Costs: The District shall pay a proportional share of the costs associated with administrative services, fire prevention and emergency preparedness programs, training, non-labor operational expenses, and equipment and apparatus replacement funding. The District's share shall be determined based on the program type and level of benefit to the District. The District's proportional share of these costs shall be as described below and further detailed in the "Program Costs" section of the Cost of Services Model.

(a) Administration costs: District share shall be based on its proportion of allocated operational personnel.
(b) Emergency Preparedness: District share shall be 10% of City budgets emergency preparedness costs.
(c) Training: The District share shall be based on the proportion of personnel assigned to District stations and the total number of allocated fire department personnel.

(d) *Fire Prevention: The District share shall be based on the proportion of inspectable occupancies within the District and the total number of inspectable occupancies between the City and District combined.*
(e) *Apparatus and Equipment Maintenance, Fuel, and Apparatus and Equipment Replacement Funding: The District share shall be based on the number, location, and use of fire department vehicles.*
(f) *Citywide Equipment Replacement (Fire Department Portion): District share shall be based on the proportion of allocated operational personnel.*
(g) *Hazardous Materials: District share shall be based on the proportion of allocated operational personnel.*
(h) *LEOFF 1 Post-Employment Benefits: District share shall be based on the proportion of allocated operational personnel.*
(i) *Peer Support Program: District share shall be based on the proportion of allocated operational personnel.*
(j) *PPE Testing and Repair Program: District share shall be based on the proportion of allocated operational personnel.*
(k) *Respiratory Protection Program: District share shall be based on the proportion of allocated operational personnel.*
(l) *Small Tools: District share shall be based on the proportion of allocated operational personnel.*
(m) *Technical Rescue Program: District share shall be based on the proportion of allocated operational personnel.*

3. *Facilities Costs: The District shall pay the budgeted direct costs for utilities and maintenance of each of its staffed stations. General maintenance and other planned repairs or improvement costs shall be determined through the biennial budgeting process and reviewed with the District annually.*

   Additionally, the District shall pay a proportional share of labor costs of the personnel assigned to perform maintenance of fire department facilities. The proportional share shall be determined by the square footage of District stations and the total square footage of all fire department facilities.

4. *Citywide Overhead: The District shall pay a portion of the citywide overhead charged to the fire department. The District share of overhead cost shall be based on the type of overhead service and proportioned based on the number of personnel assigned to District stations as detailed in the Cost of Services Model.*

5. *Risk Premium: The District shall pay a "Risk Premium" equal to two percent of the calculated Direct Labor, Program and Facilities Costs. The risk premium shall cover unbudgeted expenses that may occur during the year.*

6. *Credits: The District shall receive the following as credits against its payments to the City:*

   That portion of King County Emergency Medical Service funds received by the City and attributable to the District.

7. *Call Volume Adjustment: An adjustment shall be made to the calculated cost of services based on call the volume of stations that*

respond on a regular basis (more than 3%) to areas within both the City and the District. The adjustment shall be calculated based on the following methodology:

One half of the calculated labor cost of each station that regularly responds to areas within both jurisdictions shall be divided between the City and District based on the prior three-year average percentage of calls for service which each jurisdiction receives from a particular station. The net calculated share of divided labor costs of all stations that regularly respond to both jurisdictions shall be used to adjust the total cost of services.

Exceptions:

No adjustment shall be made that adds additional cost for services to the District provided it maintains three operational fire stations.

Where no historical call volume data exists, such as for station changes (openings and closures) cost sharing shall be based on projected call volume data developed by the Fire Department and then adjusted according to actual call volume data collected over the subsequent three-year period.

D. District Budget. In a separate budget, the District shall provide for payment of employee salaries and expenses of the commissioners, the cost of state examinations, elections, capital improvements and major repairs, and other expenses specific to the District as a separate legal entity. These expenses shall be paid for out of District revenues and shall not be considered part of this Agreement.

E. The City shall provide the District with an estimate of the upcoming annual cost for services as calculated the Cost of Services Model to the District by October 1. The presentation of the estimated annual cost will include an overview of the budget detailing any significant increase or decrease in specific areas of the budget that may affect the total cost of services. The City shall provide the actual cost of services as soon as such costs are known, but in no event later than November 15.

X. Capital Improvements

A. The parties shall be responsible for all capital improvements and non-budgeted major repairs to fire stations and other fire department facilities located within their respective jurisdictions.

B. For the purposes of this agreement a capital improvement shall be defined as the addition of a permanent structural change or the restoration of some aspect of a property that will either enhance the property's overall value, prolong its useful life, or adapt it to new uses.

XII. Insurance

The District shall maintain liability insurance. The City shall maintain liability property and casualty insurance on all personnel, facilities, apparatus, and other assets as needed and shall include each other as a named additional insured. The City shall provide proof of insurance to the District when requested.

XIII. Severability

If any provisions of this agreement or its application are held invalid, the remainder shall not be affected.

XIV. Notices

All notices provided for in this agreement shall be in writing, signed by an authorized official, and sent either by registered or certified mail, return receipt requested.

A. Notice to the City of Redmond shall be sent as follows:

City of Redmond
Attn: Mayor
15670 N.E. 85th Street
P.O. Box 97010
M/S 4NEX
Redmond, WA 98073-9710

B. Notice to Fire District 34 shall be sent as follows:

King County Fire District 34
Attn: Chairperson
8450 – 161st Avenue N.E.
Redmond, WA 98052

XV. Enforcement

Should either party bring suit against the other to enforce any provision of this Agreement or to redress any breach thereof, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees. No action shall be commenced prior to completion of the dispute resolution process set forth in section VII D above. Any such action shall be brought in the Seattle Division of King County Superior Court.

Dated this _____ day of _____, 2022.

King County Fire Protection District 34	**City of Redmond, Washington**
Thomas Johnston, Chair	Angela Birney, Mayor
James Jensen, Commissioner	Cheryl D. Xanthos, City Clerk
Jerry Nuernberger, Commissioner	

Approved By:	Approved By:
Kinnon W. Williams, District Attorney	James Haney, City Attorney

Description	FTEs	Salary and Benefits	Ongoing Costs	Total	Salary and Benefits	Ongoing Costs	Total	Salary and Benefits	Ongoing Costs	Total	Salary and Benefits	Ongoing Costs	Total	Salary and Benefits	Ongoing Costs	Total
Labor Costs		2023	2023	2023	2024	2024	2024	2025	2025	2025	2026	2026	2026	2027	2027	2027
Battalion Chief	1.11	247,588	5,302	252,890	258,766	5,382	264,148	269,376	5,544	274,920	281,756	5,710	287,466	294,784	5,881	300,665
Captain	3.00	616,759	10,226	626,984	644,362	10,321	654,683	653,917	10,631	664,547	684,337	10,950	695,287	733,087	11,278	744,365
Lieutenant	6.00	1,142,736	16,403	1,159,139	1,193,408	16,472	1,209,880	1,198,062	16,966	1,215,029	1,253,802	17,475	1,271,278	1,355,834	18,000	1,373,834
Driver/Enginner	9.00	1,590,499	19,340	1,609,839	1,660,325	19,340	1,679,665	1,733,482	19,920	1,753,402	1,811,004	20,517	1,831,522	1,883,506	21,133	1,904,639
Firefighter	21.00	3,036,403	45,126	3,081,529	3,165,592	47,833	3,213,425	3,300,867	49,268	3,350,135	3,444,556	50,746	3,495,302	3,574,671	52,269	3,626,939
Total	40.11	6,633,985	96,395	6,730,381	6,922,453	99,348	7,021,801	7,155,705	102,329	7,258,033	7,475,456	105,398	7,580,854	7,841,882	108,560	7,950,443

	Budget/Actual	Allocation %	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total
Program Costs		2023	2023	2023	2024	2024	2024	2025	2025	2025	2026	2026	2026	2027	2027	2027
Administration	2023 Budget (Est.)	37.1%	446,682	446,682	37.1%	477,950	477,950	37.1%	501,847	501,847	37.1%	526,939	526,939	37.1%	553,286	553,286
Emergency Preparedness	2023 Budget (Est.)	10.0%	40,772	40,772	10.0%	43,626	43,626	10.0%	45,807	45,807	10.0%	48,098	48,098	10.0%	50,502	50,502
Training	2023 Budget (Est.)	33.6%	565,352	565,352	33.6%	565,352	565,352	33.6%	565,352	565,352	33.6%	565,352	565,352	33.6%	565,352	565,352
Fire Prevention	2021 Actual	12.7%	232,980	232,980	12.5%	245,022	245,022	12.3%	252,781	252,781	12.1%	260,692	260,692	11.9%	268,750	268,750
Apparatus and Equipment Maintenance	2023 Budget (Est.)	27.7%	462,475	462,475	27.7%	476,349	476,349	27.7%	490,639	490,639	27.7%	505,359	505,359	27.7%	520,519	520,519
Fuel	2023 Budget (Est.)	27.7%	23,314	23,314	27.7%	24,013	24,013	27.7%	24,733	24,733	27.7%	25,475	25,475	27.7%	26,240	26,240
Apparatus and Equipment Replacement	2023 Budget (Est.)	27.7%	485,550	485,550	27.7%	500,116	500,116	27.7%	515,120	515,120	27.7%	530,573	530,573	28%	546,491	546,491
Citywide Equipment Replacement (Fire Portion)	2023 Budget (Est.)	37.1%	66,567	66,567	37.1%	68,564	68,564	37.1%	70,621	70,621	37.1%	72,740	72,740	37%	74,922	74,922
Hazardous Materials	2023 Budget (Est.)	37.1%	5,906	5,906	37.1%	6,319	6,319	37.1%	6,635	6,635	37.1%	6,967	6,967	37%	7,315	7,315
LEOFF 1 Post Employment Benefits	2023 Budget (Est.)	37.1%	56,136	56,136	37.1%	60,065	60,065	37.1%	63,068	63,068	37.1%	66,222	66,222	37%	69,533	69,533
Peer Support	2023 Budget (Est.)	37.1%	1,181	1,181	37.1%	1,264	1,264	37.1%	1,327	1,327	37.1%	1,393	1,393	37%	1,463	1,463
PPE Program	2023 Budget (Est.)	37.1%	3,061	3,061	37.1%	3,152	3,152	37.1%	3,247	3,247	37.1%	3,344	3,344	37%	3,445	3,445
Respiratory Protection	2023 Budget (Est.)	37.1%	7,651	7,651	37.1%	7,881	7,881	37.1%	8,117	8,117	37.1%	8,361	8,361	37%	8,612	8,612
Small Tools	2023 Budget (Est.)	37.1%	13,390	13,390	37.1%	13,792	13,792	37.1%	14,205	14,205	37.1%	14,632	14,632	37%	15,071	15,071
Technical Rescue	2023 Budget (Est.)	37.1%	7,874	7,874	37.1%	8,425	8,425	37.1%	8,847	8,847	37.1%	9,289	9,289	37%	9,754	9,754
			2,418,890	2,418,890		2,400,992	2,400,992		2,466,901	2,466,901		2,535,229	2,535,229		2,606,063	2,606,063

	Budget/Actual	Allocation %	Station/Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total
Facilities Costs		2023	2023	2023	2024	2024	2024	2025	2025	2025	2026	2026	2026	2027	2027	2027
Fire Station 13	2023 Budget (Est.)	100.0%	28,618	28,618	100.0%	30,621	30,621	100.00%	32,152	32,152	100.0%	33,760	33,760	100.0%	35,448	35,448
Fire Station 14	2023 Budget (Est.)	100.0%	57,906	57,906	100.0%	61,959	61,959	100.00%	65,057	65,057	100.0%	68,310	68,310	100.0%	71,725	71,725
Fire Station 18	2023 Budget (Est.)	100.0%	36,421	36,421	100.0%	38,970	38,970	100.00%	40,919	40,919	100.0%	42,965	42,965	100.0%	45,113	45,113
Facilities Labor	2023 Budget (Est.)	5.4%	72,914	72,914	5.4%	78,018	78,018	5.42%	81,919	81,919	5.4%	86,015	86,015	5.4%	90,316	90,316
			195,859	195,859		209,569	209,569		220,047	220,047		231,050	231,050		242,602	242,602

Subtotal				9,345,129			9,632,362			9,944,982			10,347,133			10,799,108

	Budget/Actual	Allocation %	Station/Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total	% Allocation	Program Budget	Total
Overhead, Risk Premium, Adjustments and Credits		2023		2023	2024	2024	2024	2025	2025	2025	2026	2026	2026	2027	2027	2027
Overhead	2023 Budget (Est.)	8.6%	774,016	774,016	8.6%	828,197	828,197	8.55%	869,607	869,607	8.6%	913,088	913,088	8.6%	958,742	958,742
Risk Premium	Contracted	2.0%	202,383	202,383	2.0%	209,211	209,211	2.00%	216,292	216,292	2.0%	225,204	225,204	2.0%	235,157	235,157
Call Volume Adjustment				(493,221)			(514,600)			(271,920)			(100,870)			41,140
EMS Levy Credit	AV/Calls	20.3%	(293,734)	(293,734)	20.3%	(296,671)	(296,671)	20.28%	(299,638)	(299,638)	20.3%	(302,634)	(302,634)	20.3%	(305,661)	(305,661)
			682,665	189,444		740,737	226,137		786,261	514,341		835,658	734,788		888,238	929,378

Grand Total				9,534,574			9,858,499			10,459,323			11,081,920			11,728,486

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-122
Type: Consent Item

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

Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:
Confirmation of Appointment of New Human Services Commission Member

OVERVIEW STATEMENT:
There is currently one opening on the Human Services Commission, due to the resignation of Kristen Muscott.

The press release advertising this opening was posted on June 16, 2022, and can be viewed at: News Release: Human Services Commission Seeks New Member (govdelivery.com) <https://content.govdelivery.com/bulletins/gd/WAREDMOND-31c59ac?wgt_ref=WAREDMOND_WIDGET_2>. Applications were received and reviewed, and Jung Lee was selected to move forward. Ms. Lee interviewed with Council on August 9, 2022.

Jung Lee would fill this opening.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  Council confirmation is required for Commission Member appointments.
  RMC: 4.30.050(A)

  Council confirmation on a nomination made by the mayor may occur only at a special meeting called for the

purpose of considering the appointment, or the next regular meeting following the meeting at which the interview took place.
RMC: 4.10.030(A)

- **Council Request:**
  N/A
- **Other Key Facts:**
  Ms. Lee has successfully passed the City of Redmond background check.

OUTCOMES:
If appointment is confirmed by Council, Jung Lee will fill this seat until the term expiration listed below:

Human Services Commission

Jung Lee First Term to Expire: March 31, 2025

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  N/A
- **Outreach Methods and Results:**
  This opening was advertised, and all completed applications were reviewed and considered.
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
N/A

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/9/2022	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

DateMeetingRequested Action		
N/A	None proposed at this time	N/A

Time Constraints:
This position is currently open.

ANTICIPATED RESULT IF NOT APPROVED:
If not approved, the seat will remain open and recruitment efforts would need to continue.

ATTACHMENTS:
None.

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-123
Type: Consent Item

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

Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:
Confirmation of Appointment of New Library Board of Trustees Member

OVERVIEW STATEMENT:
There is currently an opening on the Library Board of Trustees, due to the resignation of Clara Yuan.

The press release advertising this opening was posted on June 30, 2022, and can be viewed at: News Release: City Accepting Applications for the Library Board of Trustees (govdelivery.com) <https://content.govdelivery.com/bulletins/gd/WAREDMOND-31df85c?wgt_ref=WAREDMOND_WIDGET_2>. Five applications were received and reviewed. The Library Board Chairperson and City Staff interviewed select candidates on August 4, 2022, and selected Alice Zeng to move forward. Ms. Zeng was interviewed by Mayor Birney on August 11, 2022.

Alice Zeng has been nominated for appointment, subject to Council confirmation.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  Council confirmation on a nomination made by the mayor may occur only at a special meeting called for the purpose of considering the appointment, or the next regular meeting following the meeting at which the interview took place.

RMC: 4.10.030(A)

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

OUTCOMES:
If confirmed, the new Library Board of Trustees Member would serve until the term expiration below:

Library Board of Trustees

Alice Zeng First Term to Expire: March 31, 2026

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
8/16/2022	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
The position is currently open.

ANTICIPATED RESULT IF NOT APPROVED:
If not approved, the seat will remain open, recruitment efforts will need to continue, and the Library Board may have quorum issues for future meetings.

ATTACHMENTS:
None.

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-124
Type: Public Hearing

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

Finance	Chip Corder, Finance Director	425-556-2189
Executive	Malisa Files, Chief Operating Officer	425-556-2166

DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director

TITLE:
2023-2024 Biennial Budget Public Hearing on the Capital Investment Program (CIP)

OVERVIEW STATEMENT:
The 2023-2024 Biennial Public Hearing is the second public hearing on the City's proposed 2023-2028 Capital Investment Program. Public Hearings are a chance for Council and staff to hear the priorities of the community as the City creates a budget for the next biennium.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  City of Redmond Fiscal Policies and budget procedures.
- **Required:**
  Public hearings are required under Revised Code of Washington (RCW) 84.55 and RCW 35.34 allowing the Community to appear and give public testimony on the upcoming budget.
- **Council Request:**
  Council requested a second hearing on the Capital Investment Program to allow the Community time to absorb the information presented at the Study Sessions on June 14 and 28, 2022.
- **Other Key Facts:**
  N/A

OUTCOMES:

The Revised Code of Washington (RCW) 84.55 and 35.34 requires the City hold public hearings to collect community feedback on budget proposals. The first public hearing on the Capital Investment Program was held on July 5, 2022 after the Study Sessions introducing the proposed projects in the 2023-2028 CIP. The second public hearing will give the community added time to scrutinize the projects and provide input before the preliminary budget is presented to Council in October.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  A press release announcing the second public hearing was published online on July 26 and posted on eNews and social media on August 1 and 15, 2022.
- **Outreach Methods and Results:**
  Notice will also be published on the City's website under Public Hearing Notices
- **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:
Strategic and Responsive

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
7/5/2022	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
There are no time constraints on this item.

ANTICIPATED RESULT IF NOT APPROVED:
N/A

ATTACHMENTS:
Attachment A: PowerPoint Presentation 6.14.2022
Attachment B: PowerPoint Presentation 6.28.2022
Attachment C: Proposed General Government Capital Investment Projects
Attachment D: Proposed Utility Capital Investment Projects

Attachment A

Capital Investment Program

General Government/Facilities, Parks, Transportation

June 14, 2022

Chip Corder, Finance Director

Redmond
WASHINGTON

Agenda

- Capital Investment Strategy Process Overview (Glenn Coil)
- 2023-2028 Revenue Forecast (Chip Corder)
- 2023-2028 Expenditure Summary (Chip Corder)
- 2023-2028 Capital Investment Program Review
  - General Government/Facilities (Loreen Hamilton)
  - Parks (Loreen Hamilton)
  - Transportation (Carol Helland)
- Two-Year vs. Continuing Appropriation (Chip Corder)
- Next Steps (Chip Corder)

Capital Investment Program

Capital Investment Strategy (CIS)

Purpose of the CIS

- Aligns capital investments with the Comprehensive Plan
- Identifies strategic goals and investments related to identified infrastructure needs
- Summarizes costs and anticipated funding sources
- Guides future decisions about priority infrastructure investments
- Identifies funding strategies
- Provides a tool to monitor progress on the delivery of the capital investment program
- Planning timeframes:
    - **Near Term – 6 Year CIP** **2023 – 2028**
    - Mid to Long Term 2029 – 2034
    - High Priority Long Term Projects 2035 – 2050

CIS Team

Functional Area Representatives

- Transportation Planning
- Traffic Operations
- Parks
- Planning
- Facilities
- Water
- Wastewater
- Stormwater
- Police
- Fire

Subject Matter Expertise

- Construction
- Maintenance
- Real Property
- Finance
- Environmental Sust.
- DEI

CIP Governance Committee

Thematic Strategies

1. Investing in Infrastructure Preservation and Replacement
2. Ensuring Reliable and Resilient Facilities and Infrastructure
3. Getting Ready for Light Rail
4. Investing in Centers & High-Density Areas
5. Investing in Neighborhoods
6. Investing in the Natural Environment
7. Investing in Economic and Community Vitality through Collaboration
8. **Integrating Diversity/Equity/Inclusion and Environmental Sustainability (New)**

Evaluation and Urgency Criteria

1. Status of Project in Current 2021-2026 CIP.

2. Impact to grant funding if investment is not included in 2023-28 CIP.

3. Investment has federal or state mandates with hard deadlines.

4. Investment eliminates or significantly reduces City's exposure to risk related to health and life-safety conditions.

5. Investment is responsive to a substandard physical condition.

6. The infrastructure project's schedule aligns with time-sensitive schedules of private and public partnerships.

7. **The extent to which the project supports the City's sustainability goals. (New)**

8. **The extent to which the project benefits an underserved population. (New)**

Urgency Criteria – Weighting and Scoring Process

7. The extent to which the project supports the City's sustainability goals.

Scoring introduces negative points for impacts that raise emissions, counter to City's goals etc

Project intent directly advances sustainability goals by significantly reducing energy, water, and/or fuel use, enhancing salmon and other critical habitat,	Most project elements advance sustainability goals through the integration of energy, water, and/or fuel efficiencies, low carbon building materials, enhancing stormwater infrastructure	Some project elements advance sustainability goals through the integration of recycled and/or low carbon building materials, some energy, water, and/or fuel efficiencies, and/or reducing the vulnerability of infrastructure or communities to climate hazards.	Project will neither reduce nor increase sustainability goals.	Project slightly increases emissions, works counter to City's sustainability goals, and/or increases vulnerability.	Project moderately increases emissions, works counter to City's sustainability goals, and/or increases vulnerability	Project works counter to City's sustainability goals, and/or increases vulnerability of infrastructure or communities to climate hazards.
5	**3**	**1**	**0**	**-1**	**-3**	**-5**

5. Investment is responsive to a substandard physical condition.

Extra weighting for condition, added costs, due to asset failure

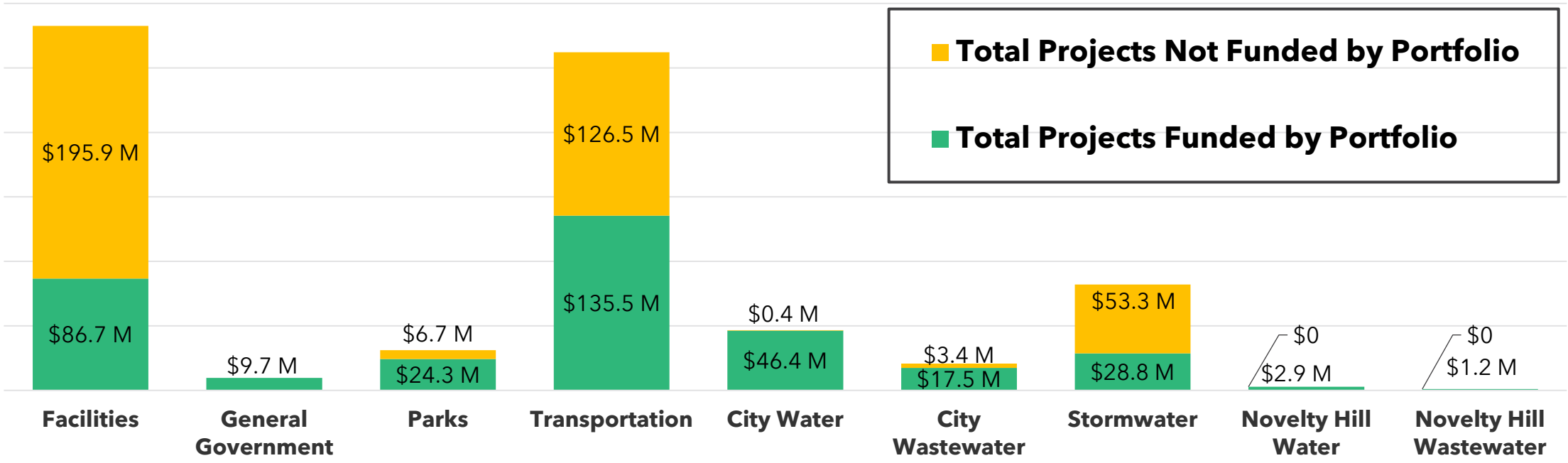
10	Asset is in very poor condition. Requires complete rehabilitation or replacement. There is a high cost for on-going maintenance and/or the consequences are high if the asset fails.
6	Asset is in poor condition. Significant maintenance or partial rehabilitation is required, and consequences are moderate if the asset fails. OR Investment is tied to life cycle of asset, where timely maintenance (during next two-year CIP cycle) would prevent future escalated costs and investments due to deteriorated conditions from current.
2	Asset is in fair condition. Some corrective maintenance is necessary to increase performance or extend useful life, and consequences are low if the asset fails.
0	Project has no substandard physical condition to remedy, no negative consequences.

Funding Overview

210 Projects, Programs & Obligations considered

139 Funded

71 Unfunded, mainly due to unavailable staff capacity

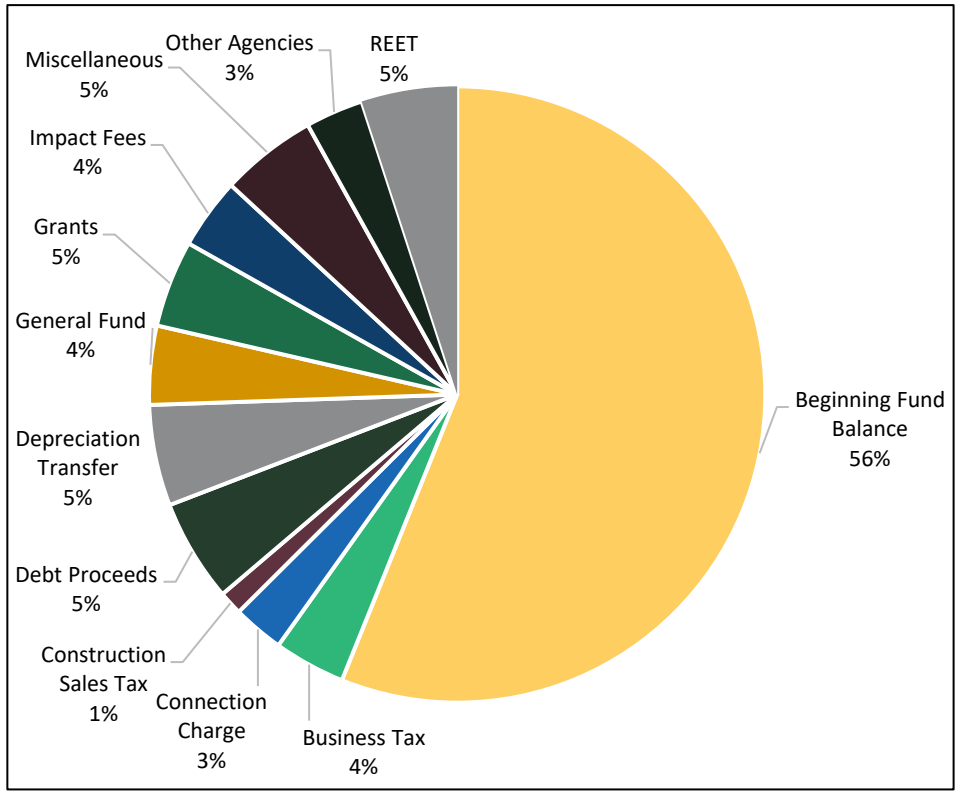


Capital Investment Program

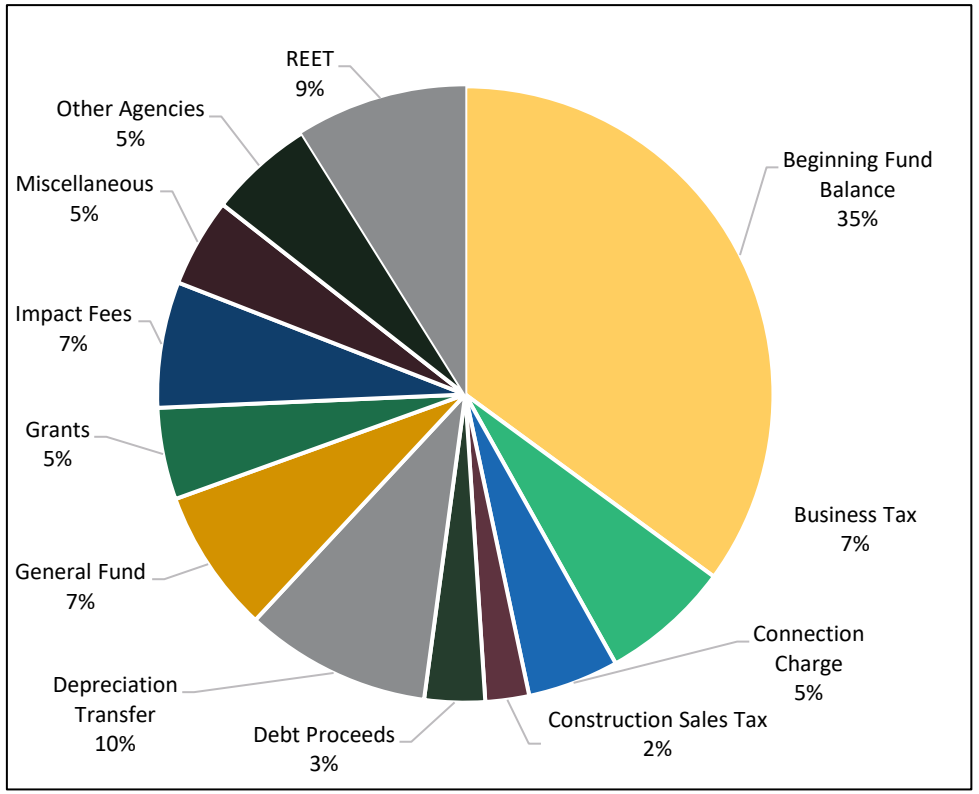
2023-2028 Revenue Forecast

Preliminary Forecast

2023-2024 = $279.05M



2023-2028 = $472.18M



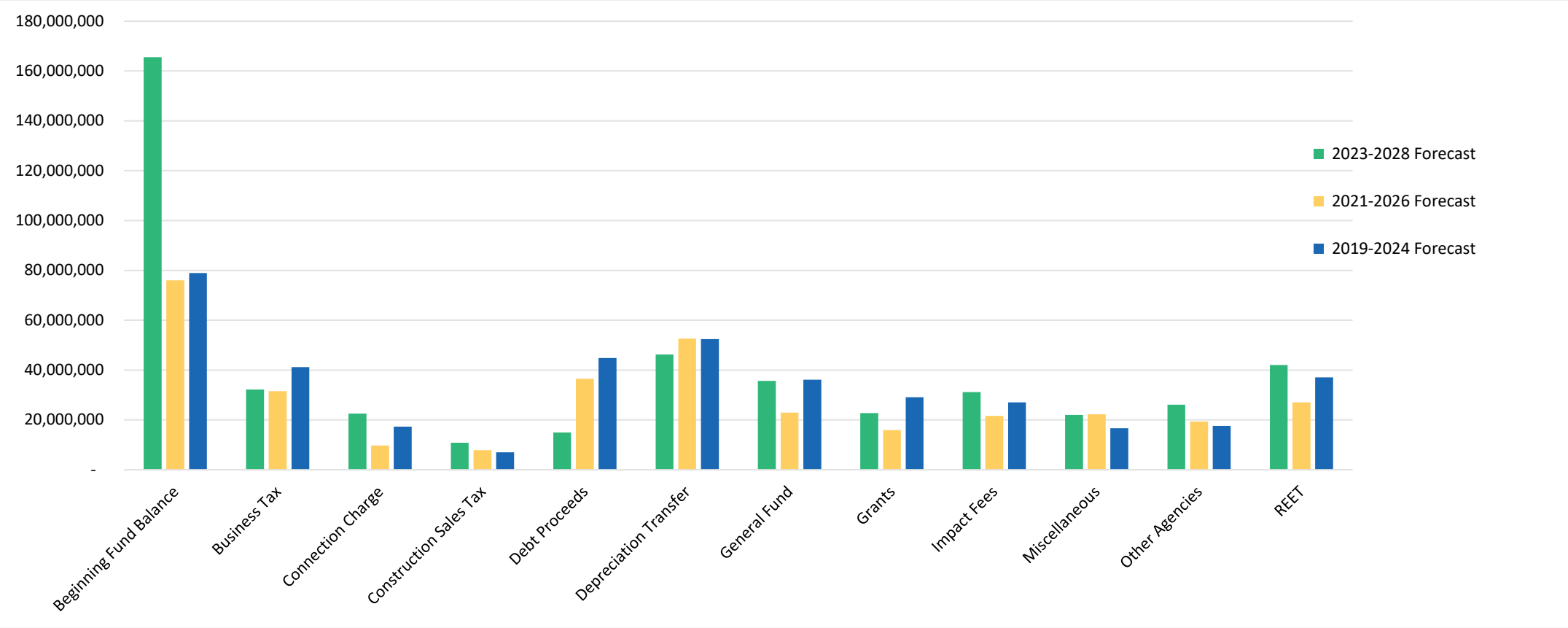
2023-2028 Revenue Assumptions

- Beginning Fund Balances
  - Higher than normal due to conservative revenue projections in 2020, property sales, and strong development activity
- Business Tax
  - 8% decrease ($450K/yr) vs. 2021 due to pandemic & potential recession
- Debt Proceeds
  - $15M carryover for RSCC
- Development Revenues:
  - Real Estate Excise Tax (REET)
  - Impact Fees
  - Connection Charges
- General Fund Contributions
  - 5% transfer to CIP
  - $300K/yr for pavement management
  - Construction sales tax ($1.7M/yr + CPI)
- Grants
- Regional Partners:
  - Sound Transit
  - Community Facility District
- Transportation Benefit District
  - Assumption: Starts in 2024

Transportation Benefit District (TBD)

- Quasi-municipal corporation and independent taxing district
- Can raise revenue primarily through vehicle license fees and/or sales tax for transportation improvements and M&O
- Governance through legislative body; TBD can be assumed by city
- Primary funding sources
  - Vehicle license fees (non-voted)
    - Up to $20 for first 24 months
    - Up to $40 for next 24 months
    - Up to $50 thereafter
  - Vehicle license fees (voted)
    - Greater than $50, up to $100 maximum
  - Sales tax (voted)
    - Up to 0.2% (limited to 10 years, with an additional 10 years requiring voter approval)

Preliminary Forecast Comparison

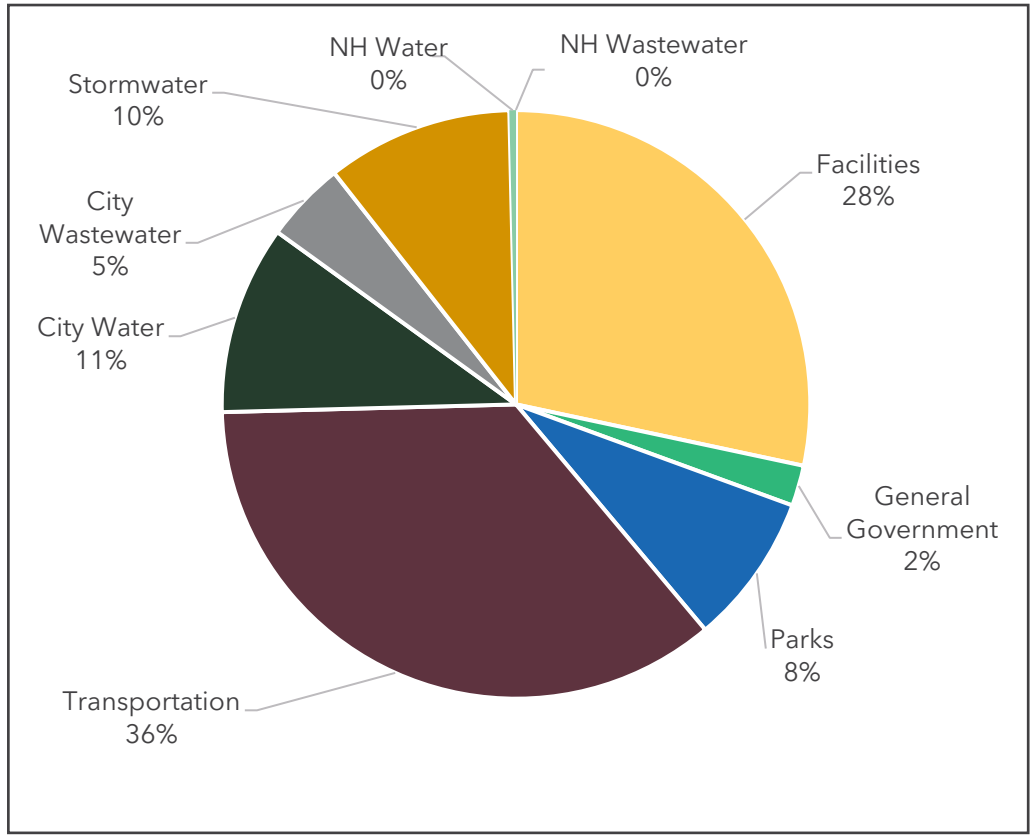


Capital Investment Program

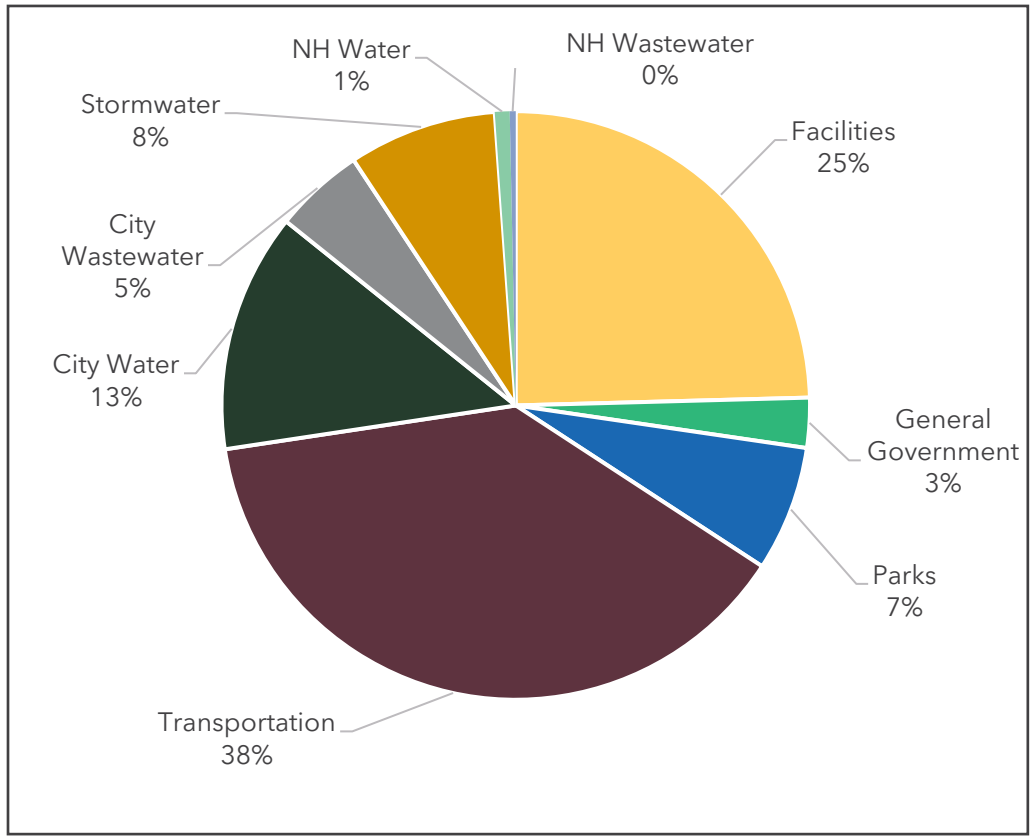
2023-2028 Expenditure Summary

Expenditure Summary by Functional Area

2023-2024 = $137.15M



2023-2028 = $352.85M



Capital Investment Program

General Government/Facilities

General Government/Facilities Portfolio Overview

- Provide welcoming, safe, sustainable and flexible facilities
- Types of Projects:
  - New facilities
  - Renovations
  - Safety
  - DEI
- Size of system:
  - 26 Buildings
  - 13 sites
  - 500,000 Square Feet

Long-Term Portfolio Management

- Vision
  - Design and build projects to ensure Redmond's facilities support public operations and services to support the future growth of the community
  - Make investments to sustainably maintain high-functioning City facilities

- Strategy
  - Proactively plan for future facilities needs
  - Update the Facilities Strategic Management Plan on 6-year cycle
  - Develop and implement funding strategy for large CIP projects
  - Provide adequate staffing level for Facilities maintenance work group

2023-2028 Portfolio Management

- Goals and objectives
  - Fund and complete highest priority facilities improvement projects
  - Update the Facilities Strategic Master Plan in 2025
  - Fully fund and execute small capital maintenance projects program
  - Hire additional Facilities maintenance staff to align with industry standard levels

- Investment impact on maintenance and operation cost
  - New Redmond Senior and Community Center – ($641,000/year for maintenance staff, contracted services, utilities, materials, supplies)
  - Sustainability LED Lighting Building Retrofit – ($37,600/year energy savings)

Existing Financial

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
City Hall Maintenance	Ongoing	$2,030,000	$4,438,410	$6,468,410
Debt Service – City Hall	2015-2035	$3,431,294	$10,303,876	$10,303,876
General Fund Overhead	Ongoing	$326,720	$722,384	$1,049,104

Existing Programs

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
Housing Trust Fund – ARCH	Ongoing	$1,785,000	$3,612,459	$5,397,459
Municipal Buildings Renovations, Maintenance and Repairs Program	Ongoing	$500,000	$1,000,000	$1,500,000

Existing Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Public Safety Building Phase 2 - Mechanical and Electrical	2023-2024	$3,075,096		$3,075,096
Sustainability Building Automation– Heating, Ventilation, & AC (HVAC) Controls	**2023-2024**	**$506,048**		**$506,048**

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
13	**Maintenance and Operations Center (MOC) – Campus Design**	**2025-2026**		**$7,342,447**	**$7,342,447**
33	Americans with Disabilities Act (ADA) Improvements – Facilities Projects 1-3	2023-2028	$600,000	$1,200,000	$1,800,000
34	**Americans with Disabilities Act (ADA) Improvements – Park Restrooms**	**2023-2025**	**$202,355**	**$912,605**	**$1,114,960**
51	Maintenance and Operations Center (MOC) – Fuel Tank Replacement	2025-2026		$1,326,057	$1,326,057
63	Idylwood Park Restroom and Concession	2028-2031		$1,048,556	$7,375,458
64	Sustainability LED Lighting Building Retrofit	2023-2024	$801,518		$801,518

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
65	Perrigo Park Field Lighting Energy Efficiency Conversion	2023-2024	$951,567		$951,567
67	Maintenance and Operations Center (MOC) – Trinity Building Generator	2023	$406,824		$406,824
68	Maintenance and Operations Center (MOC) – Security Improvements	2023-2024	$628,417		$628,417
75	Maintenance and Operations Center (MOC) – Campus Construction Phase 1	2027-2029		$45,000,000	$50,000,000
76	Maintenance and Operations Center (MOC) – Campus Construction Phase 2	2028-2034		$2,000,000	$50,000,000

Capital Investment Program

Parks

Parks Portfolio Overview

- Building community through people, parks and programs.
- Types of Projects:
  - Safety
  - Maintenance
  - Expansion
- Size of the system:
  - 47 Parks
  - 1351 Acres
  - 39 Miles of Trail

Long-Term Portfolio Management

- Vision
  - The CIP recommendations provide a sequenced vision for acquisition, development, renovation, and maintenance of parks, trails and recreation facilities.
- Strategy
  - The Parks CIP prioritization process involves the public, Parks and Trails Commission, Planning Commission, staff, Capital Investment Strategy team, and City leadership.
  - Rating criteria includes safety, asset preservation, equity, walkability/connectivity, community demand, project benefits, service delivery and customer service. The projects are prioritized by both existing and future needs.

2023-2028 Portfolio Management

- Goals and objectives
  - Redmond Senior & Community Center
  - Trail Connections
  - Renovation and Maintenance
  - ADA Access
- Investment impact on maintenance and operation cost
  - Perrigo Park Field Lighting Energy Efficiency Conversion – ($24,000/year energy savings)
  - Redmond Central Connector Phase 3, New Redmond Senior and Community Center (landscaping) - ($30,700/year M&O costs)

Existing Financial

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
General Fund Overhead	Ongoing	$287,610	$633,253	$920,863

Existing Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Sports Field Project – Grass Lawn Multi Use Field 2	2022-2023	$1,912,838		$2,091,443
Americans with Disabilities Act (ADA Improvements – Parking Lots and Pathways	2022-2024	$1,071,713		$1,221,295
Sports Field Project – Grass Lawn Softball Field 1	2024-2025	$158,624	$1,692,592	$1,851,216
Sports Field Project – Hartman Baseball Infield	2024-2026	$25,391	$573,851	$599,245
Hardscape Project – Grass Lawn Park Parking Lot	2023-2025	$721,895	$259,771	$981,666
Hardscape Project – Idylwood Park Parking Lot Repairs	2023-2025	$593,125	$130,391	$723,516

Revised Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Redmond Central Connector Phase 3	2019-2026	$2,500,000	$4,235,538	$7,599,000
Redmond Senior and Community Center Rebuild	2020-2024	$26,183,799		$48,000,000

New Financial

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
Debt Service – Redmond Senior and Community Center	2022-2042	$2,177,000	$4,342,500	$6,519,500

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
16	Hardscape Project – Reservoir Park Sport Court Replacement	2023-2024	$1,416,933		$1,416,933
26	Hardscape Project – Meadow Park Sport Court Replacement	2023-2025	$520,932	$114,605	$635,537
47	Event Street Closure	2026-2028		$843,909	$843,909

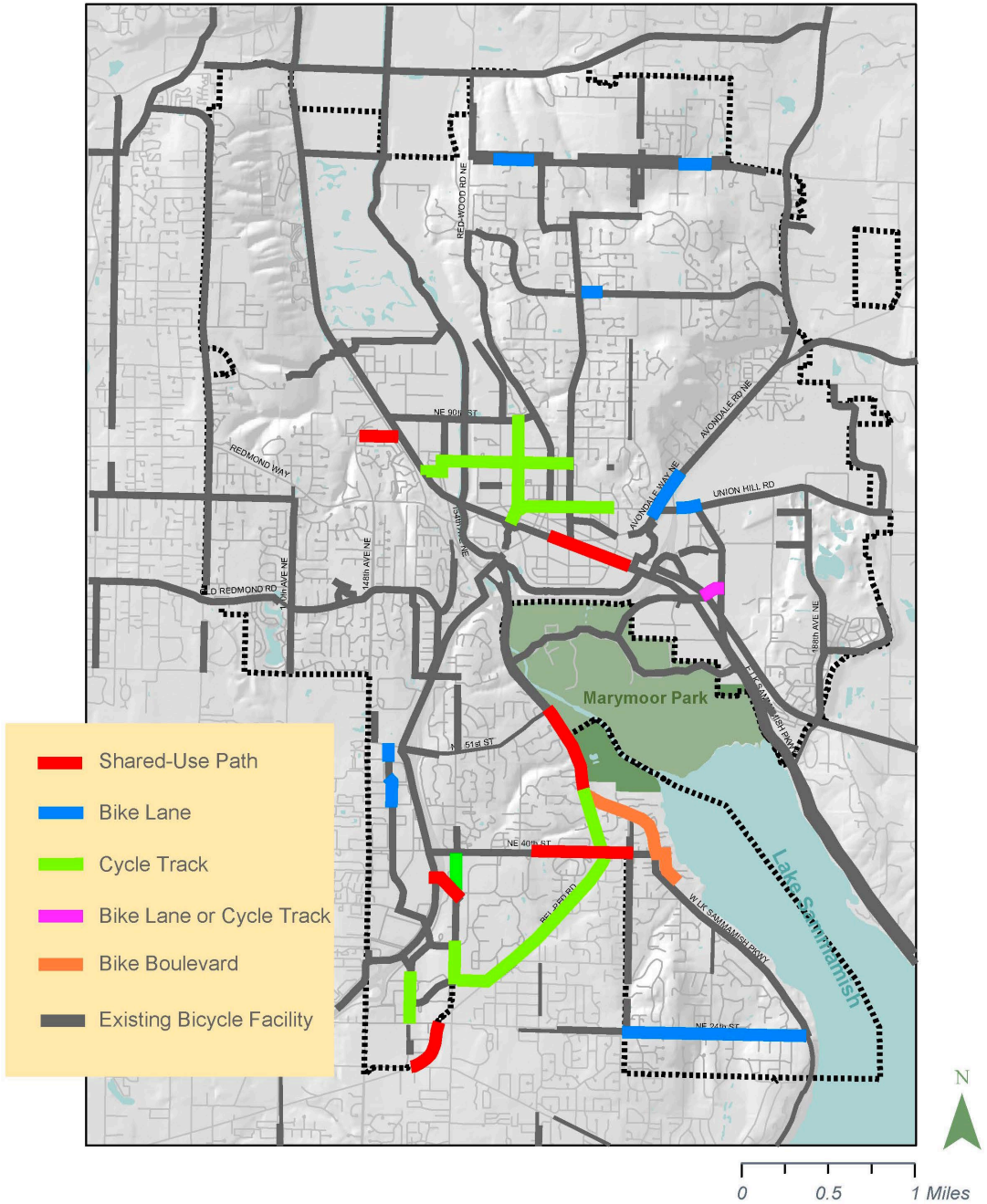
Capital Investment Program

Transportation

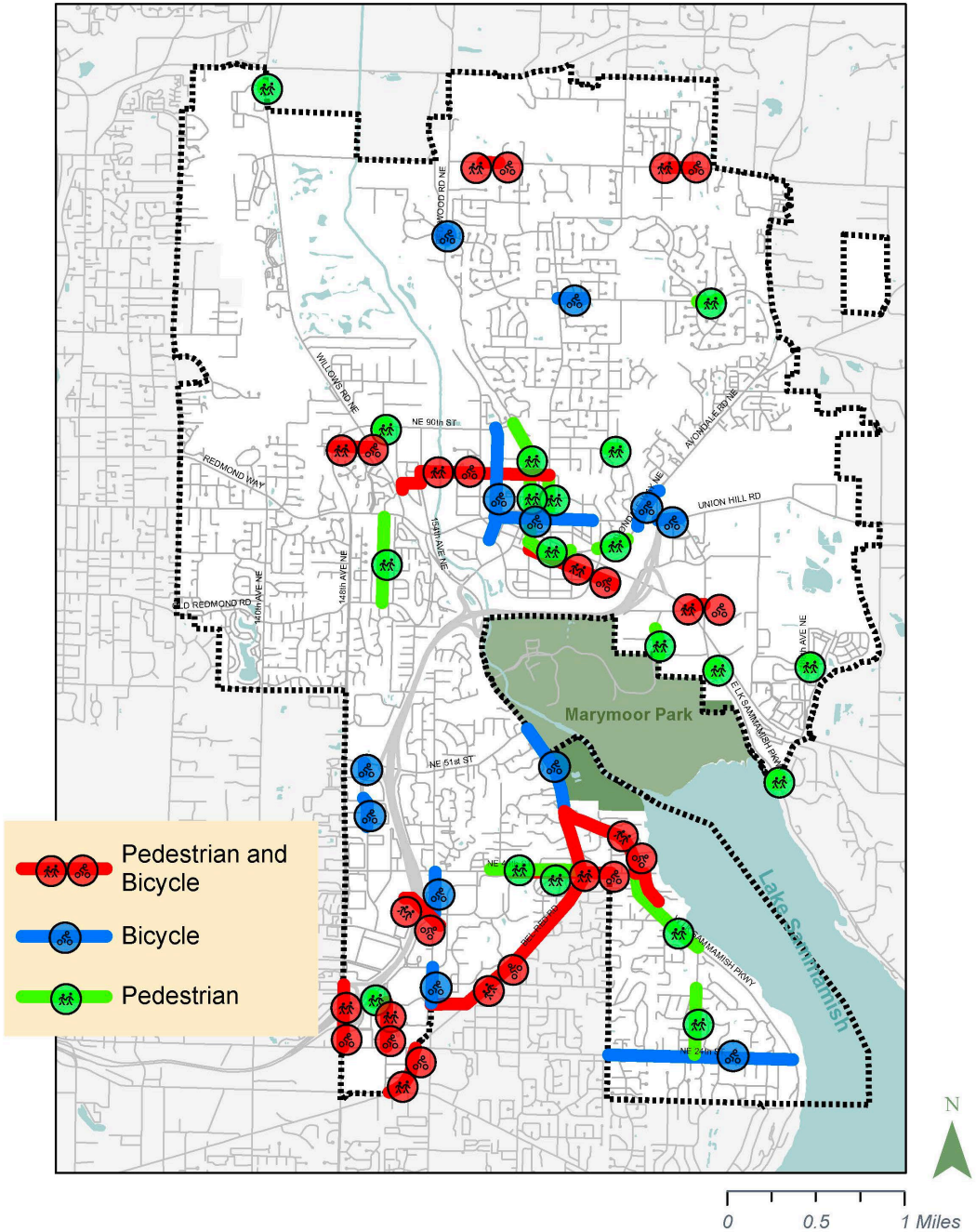
Transportation Portfolio Overview

- Safe and efficient movement of people and goods
- Types of Projects:
  - Pedestrian and Bike Improvements
  - Intersection Improvements
  - Circulation and Route Enhancements
  - Preservation and Maintenance
- Size of System:
  - 366 lane miles
  - 229 miles of sidewalks
  - 71 miles of bicycle facilities
  - 20 bridges
  - 107 Traffic Signals

2023-2028 CIP: Existing Bicycle Facilities With Proposed Capital Projects



2023-2028 CIP: Proposed Capital Projects With Facility Type



Long-Term Portfolio Management

- Vision
  - A reliable, multimodal transportation system that supports safe and efficient movement of people and goods.
- Strategy
  - Conduct planning studies, engineering, and capital project development to ensure concurrency with growth and alignment with the City's vision
  - Complete missing pedestrian and bicycle links
  - Preserve or replace existing infrastructure
  - Secure grant and partnership funds that support delivery of the 6-year CIP

2023-2028 Portfolio Management

- Goals and objectives
  - Improve access to new light rail stations
  - Prioritize high comfort, low traffic stress pedestrian and bicycle facilities
  - Emphasize preservation of existing infrastructure
  - Acknowledge the significance of small capital safety and maintenance programs
- Investment impact on maintenance and operation cost
  - New equipment, materials and training needed to maintain protected bike facilities
  - Expanded responsibility for operations and maintenance of new capital assets
  - Develop long term asset management and resource strategy

Existing Financial

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
Debt Service – Transportation Projects	Thru 2035	$5,972,566	$12,055,700	$18,028,266
General Fund Overhead	Ongoing	$534,764	$1,177,523	$1,712,287

Existing Programs

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
Bridge Structure and Repair Program	Ongoing	$300,000	$600,000	$900,000
Street Channelization Improvement and Maintenance Program	Ongoing	$250,000	$500,000	$750,000
Street Lighting Program	Ongoing	$150,000	$300,000	$450,000

Existing Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
152nd Avenue NE Improvements (24th Street to 28th Street)	2015-2023	$5,877,351		$13,565,217
Bridge Deck Overlay – NE 90th Street	2023-2024	$742,038		$742,038
Pavement Management – Avondale Road (North of Union Hill to NE 90th Street)	2022-2024	$2,159,192		$2,567,116
Cycle Track – 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)	2021-2024	$5,926,884		$7,695,059
Pavement Management – West Lake Sammamish Parkway (North of Marymoor to Leary Way)	2023-2025	$2,692,921	$574,772	$3,267,693

Existing Projects

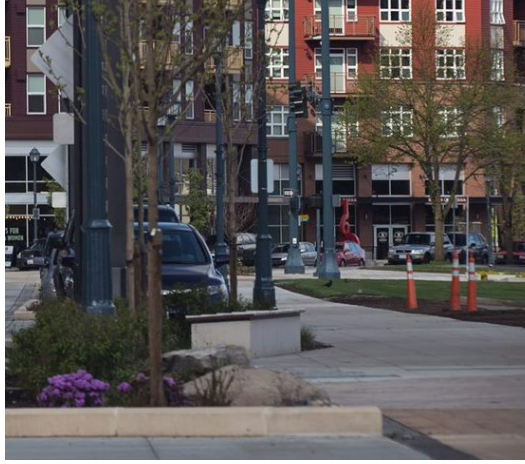
Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
NE 70th Street Improvements (Redmond Way to 180th Avenue NE)	2022-2025	$3,998,554	$691,653	$5,239,136
Sidewalk Repair – Cleveland Street (164th Avenue NE – 168th Avenue)	2022-2024	$938,125		$1,085,000
Sidewalk Repair – 166th Avenue NE (80th Street to 85th Street)	2022-2024	$555,118		$625,118
NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE)	2019-2024	$1,744,877		$4,496,302

Revised Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior & future expenditures)
NE 95th Street Bridge Replacement	2027-2032		$8,198,028	$14,905,504
Willows Road Capacity Improvement Phase 1 – Additional North Through Lane 116th Street to 124th Street	2027-2029		$5,132,584	$14,081,861

New Programs

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
Pavement Repair Program	Ongoing	$1,000,000	$2,000,000	$3,000,000
Sidewalk Repair Program	Ongoing	$600,000	$1,200,000	$1,800,000
State Route 520 Pedestrian Bridge Program	Ongoing	$250,000	$500,000	$750,000



New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
5	NE 40th Street Shared Use Path (163rd Avenue NE to 172nd)	2023-2026	$2,627,723	$5,118,699	$7,746,422
10	Sidewalk Repair – Avondale Way (170th Avenue to Union Hill Road)	2023-2025	$1,291,910	$788,343	$2,080,253
15	Pavement Management – NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE)	2023-2027	$2,936,322	$11,507,231	$14,443,553
18	Targeted Safety Improvement – 164th Avenue NE Channelization and Flashing Crosswalk	2024-2027	$96,855	$286,319	$383,174
20	148th Avenue Trail (State Route 520 to 24th Street)	2027-2028		$8,350,000	$8,350,000
30	Overlake Accessibility Improvements	2023-2025	$1,000,000	$500,000	$1,500,000

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
32	Avondale Way Bicycle Lane Completion (Bear Creek Trail to Avondale Road)	2025-2027		$3,000,000	$3,000,000
35	Cycle Track – Bel-Red Road (40th Street to 28th Street and 156th Avenue)	2023-2025	$1,896,624	$1,949,238	$3,845,862
36	Cycle Track – 161st Avenue (Redmond Central Connector to 90th Street)	2025-2027		$6,050,906	$6,050,906
37	Pavement Management – Avondale Road (Novelty Hill Road to 109th Street)	2027-2030		$4,958,144	$7,133,044
38	Pavement Management – Avondale Road (NE 90th Street to Novelty Hill Road)	2024-2028	$977,321	$10,389,445	$11,366,766
39	148th Avenue NE – Northbound Through Lane at 24th Street	2027-2031		$2,098,566	$9,133,488

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
40	NE 85th Street Bridge Repair	2028-2030		$926,301	$8,903,605
41	Sidewalk Repair – 40th Street (162nd Avenue to Bel-Red Road)	2023-2026	$675,214	$1,391,147	$2,066,361
45	132nd Avenue and 100th Street Signal	2023-2025	$500,000	$1,054,632	$1,554,632
48	Intersection Improvement – East Lake Sammamish Parkway and 187th Avenue NE Phase 1	2027-2029		$3,171,917	$6,377,515
49	172nd Avenue NE Opening	2024-2028	$228,361	$652,591	$880,952
50	Americans with Disabilities Act (ADA) Improvements – Curb and Ramp Projects 1-3	2023-2028	$600,000	$1,200,000	$1,800,000

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
53	Adaptive Traffic Signal Control - Overlake	2023-2024	$972,405		$972,405
61	150th Avenue Improvements (4500 to 51st Street)	2023-2029	$370,084	$2,007,852	$2,971,913
69	Traffic and Pedestrian Safety Enhancements	2023-2024	$225,000		$225,000

Two-Year vs. Continuing Appropriation

- Not aware of any King County city that utilizes a continuing appropriation for CIP projects
- Typical practice among cities that have a biennial budget is to appropriate first two years of 6-year CIP, with the last four years representing a plan
  - There is a higher level of confidence in the cost estimates for the first two years
  - There is a lower level of confidence in the cost estimates for the last four years, which is why they get reviewed/updated every two years
- Staff recommends
  - Sticking with two-year appropriation practice
  - Including detailed attachment with budget adoption ordinance, noting the Council authorized budget for the coming biennium for each CIP project/program
  - Continuing current practice of seeking Council approval for any change to the authorized budget for a CIP project/program

Next Steps

Description	Meeting Date
2023-2028 CIP Review—Water, Wastewater, and Stormwater	June 28
2023-2026 BTIP Review	July 12
Project sheets ("one-pagers") will be developed for the preliminary budget document	Oct 4
Final Review of 2023-2028 CIP and 2023-2026 BTIP • Changes will be highlighted between CIP/BTIP Review in June/July and Preliminary Budget	Nov 10

Thank You

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Redmond
WASHINGTON

Attachment B

Capital Investment Program

Water, Wastewater and Stormwater Utilities

June 28, 2022

Chip Corder, Finance Director

Redmond
WASHINGTON

Purpose

To prepare Council for upcoming budget discussion regarding the Capital Investment Program.

- 2023-2028 Capital Investment Program Overview
  - Water
  - Wastewater
  - Stormwater

Utilities Overview

- Water
- Wastewater
- Stormwater

Capital Investment Program

Water

Water Portfolio Overview

- Provide safe and reliable drinking water
- Our System:
  - 5 water supply wells
  - 333 miles of water pipe
  - 24 million gallons of water storage
  - 7 million gallons used per day
  - 96 groundwater monitoring wells
  - 26 drinking water sampling stations
  - 4150 fire hydrants

Long-Term Portfolio Management

- Vision: Provide safe, reliable drinking water and fire protection.

- Strategies:
  - Protect the aquifer for independent supply
  - Membership in Cascade Water Alliance for regional supply
  - Coordinate with Kirkland and Bellevue for storage and connectivity
  - Maintain and replace pipes, valves, pumps, electronics, and reservoirs as they age
  - Upgrade security and control systems
  - Expand to accommodate growth

2023-2028 Portfolio Management

- Goals and objectives
  - Replace aging systems before they fail
  - Coordinate improvements with other CIP investments
  - Meet obligations to Bellevue and Kirkland

- Investment impact on maintenance and operation cost
  - These investments reduce costs for reactive maintenance and allow shift to focus on preventive maintenance.

Existing Programs

Program Name	Timeframe	2023-2024 Total	2025-2028 Total	2023-2028 Total
Groundwater Protection Infiltration Retrofit Program	Ongoing	$729,636	$1,459,272	$2,188,908

Revised Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Kirkland Joint Use – South Reservoir Tank Painting and Seismic Retrofit	2013-2025	$1,914,849	$728,158	$2,900,000
Control System and Telemetry Upgrades-Phase 2 and Phase 3	2018-2025	$3,600,000	$634,343	$5,205,057
Control System and Telemetry Upgrade - Phase 4	2025-2027		$2,310,620	$2,310,620
Booster Pump Station Replacements (Education Hill, SE Redmond, Perrigo)	2028-2029		$962,709	$4,073,343
Pressure Reducing Value and Meter Replacement Project #2	2019-2023	$5,964,522		$8,946,808
Pressure Reducing Value and Meter Replacement Project #3	2027-2029		$2,820,515	$9,467,579
Asbestos Cement Watermain Replacement – Phase 1 (Viewpoint North)	2025-2029		$4,259,764	$5,551,825

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
7	Asbestos Cement Watermain Replacement – Phase 2 (2400 179th Avenue) **D**	2026-2028		$274,358	$274,358
21	Asbestos Cement Watermain Replacement – Phase 3 (Viewpoint South)	2027-2029		$791,403	$5,003,917
29	Bellevue Joint Use – 40th Meter Replacement **S**	2027-2028		$143,525	$143,525
54	Novelty Hill Advanced Metering Infrastructure **D S**	2023-2026	$499,574	$1,213,075	$1,712,649
57	51st Street Watermain Replacement	2027-2029		$1,057,892	$4,712,380
70	Willows Road Watermain Extension	2024-2027	$140,792	$2,796,033	$2,936,825
72	Groundwater Aquifer Monitoring Network Improvements **D S**	2025-2026		$294,822	$294,822

Capital Investment Program

Wastewater

Wastewater Portfolio Overview

- Provide safe and sanitary collection and conveyance of wastewater to King County for treatment
- Our System:
  - 233 miles of pipe
  - 22 wastewater lift stations
  - 7,336 manholes
  - 16,000 sanitary sewer connections

Long-Term Portfolio Management

- Vision: Provide safe and sanitary collection and conveyance of wastewater to King County for treatment.

- Strategies:
  - Target lift station upgrades for critical needs
  - Replace lift stations and pipes when needed
  - Use development extensions to accommodate growth and allow septic system customers to connect
  - Upgrade security and control systems

2023-2028 Portfolio Management

- Goals and objectives
  - Prepare for future growth by increasing system capacity
  - Perform targeted equipment upgrades before failure

- Investment impact on maintenance and operation cost
  - Targeted equipment upgrades in the lift stations reduces system failures, decreases reactive operations, and increases capacity for preventative maintenance
  - The two large new lift stations and force mains will increase operations costs by about $30,000 each.

Existing Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Lift Station 12 Replacement	2012-2024	$413,248		$4,878,332
Lift Station 13 Replacement and 70th Street Force Main	2018-2023	$430,795		$13,760,795
Wastewater Pipe Rehabilitation Project #2	2025-2027		$569,540	$569,540

Existing Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Lift Station 5 Upgrades	2018-2024	$846,696		$1,276,244
Lift Station 6 Upgrades	2018-2024	$1,065,419		$1,753,591
Lift Station 8 Upgrades	2021-2024	$236,713		$383,685
Lift Station 11 Upgrades	2021-2024	$1,095,901		$1,342,898
Lift Station 15 Upgrades	2012-2024	$1,416,582		$2,227,594

Revised Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Connection to King County Wastewater System – Avondale Road	2024-2028	$19,780	$1,368,561	$1,388,341

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
28	Lift Station Equipment Upgrades Phase 2 **D**	2024-2027	$138,915	$900,634	$1,039,549

Capital Investment Program

Stormwater

425

Stormwater Portfolio Overview

- Prevent flooding, reduce stormwater impacts to the environment, restore stream habitat
- Our system:
  - 323 miles of pipe
  - 400 stormwater treatment facilities
  - 50 miles of streams
  - 11 billion gallons of rainfall managed annually

Long-Term Portfolio Management

- Vision - Build a stormwater infrastructure that minimizes flooding, supports growth, and supports healthy streams in an urban landscape.

- Strategy
  - Regional Facilities
  - Watershed Management Plan
  - Groundwater Protection
  - Stream Restoration

2023-2028 Portfolio Management

- Goals and objectives
  - Improve Regional Facility function
  - Restore stream habitat
  - Repair aging infrastructure
- Investment impact on maintenance and operation cost
  - The Overlake Regional Facilities Phase 3 Active Stormwater Control system has an annual operational cost of $27,000.
  - Evans Creek post construction maintenance: $20,000.
  - System repairs – no cost. There will be savings due to reduction in reactive response to problems.

Existing Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
Evans Creek Relocation	2012-2025	$10,936,379	$1,979,840	$19,003,074
Country Creek Culvert Replacement	2023	$200,000		$200,000
Stormwater Infrastructure Replacement Improvement Project #2 – Sunset Hills Landslide	2024-2027	$32,386	$299,448	$331,834
Stormwater Infrastructure Replacement Improvement Project #3 – King County Lake Hills	2026-2027		$229,157	$229,157
Stormwater Infrastructure Replacement Improvement Project #4 – Cured in Place Pipe	2026-2028		$1,403,583	$1,403,583

Revised Projects

Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost (including prior expenditures)
10,000 Block of Avondale Road Erosion	2019-2024	$2,453,982		$3,680,983

New Projects

Rank	Project Name	Project Timeframe	2023-2024 Project Cost	2025-2028 Project Cost	Total Project Cost
21	Overlake Regional Stormwater Facilities Phase 3 – Overlake Station Vault Retrofit **D**	2023-2025	$606,701	$255,730	$862,431
52	Monticello Pond Major Sediment Removal **S**	2024-2027	$14,252	$242,281	$256,533
58	Corrugated Metal Stormwater Pipe Replacement – Phase 1 **S**	2025-2027		$713,442	$713,442
59	Stormwater Infrastructure Replacement Improvement Project #6 – Pond Repair **S**	2026-2028		$305,340	$305,340

Next Steps

Description	Meeting Date
2023-2026 BTIP Review	July 12
Project sheets ("one-pagers") will be developed for the preliminary budget document	Oct 4
Final Review of 2023-2028 CIP and 2023-2026 BTIP • Changes will be highlighted between CIP/BTIP Review in June/July and Preliminary Budget	Nov 10

Thank You

Any Questions?

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Attachment C

Organization	Is Lead Entity?	Is Non-Lead Entity?	Grant Name	Grantee	Project Description	Year	Q1	Q2	Q3	Q4	Total	Is Capital Grant	Non-Capital Grant	Total Non-Capital	Total Grant
Napa Resource Conservation	Yes	No	Napa Valley Vineyards	Napa Valley Vineyards	Vineyard Conversion to Dry Farming	Prior Yrs	-	-	-	-	-	-	-	-	-
Napa Resource Conservation	Existing	No	Napa Sonoma - Fish Habitat	CDFW	Drought Assistance Grant Program - Fish Habitat Improvements in Napa and Sonoma Counties for Dry Year Scoping	2021/22	$ -	$ 110,000	$ 110,000	$ 110,000	$ 110,000	$ -	$ 110,000	$ 110,000	$ 110,000
Napa Resource Conservation	Existing	No	Napa Sonoma Fish Habitat - Natural Resources	CDFW	The Nature Conservancy (TNC) Conservation Project to Protect Fish Habitat in Sonoma and Napa Counties	Prior Yrs	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 60,000	$ -	$ 60,000	$ 60,000	$ 60,000
Napa Resource Conservation	Existing	No	Napa Fish Habitat - Water Conservation	Napa County Resource Conservation District	Pruning Vineyard Blocks for Dry Farming and Vineyard Conversion to Dry Farming Practices in Napa County, NRCS Conservation Practice Standard Prescribed Grazing, Conservation Cover, Pollinator Habitat, Forest Stand Improvement, Tree/Shrub Establishment	Prior Yrs	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 80,000	$ -	$ 80,000	$ 80,000	$ 80,000
Napa Resource Conservation	Existing	No	Napa Fish Habitat - Water Conservation	Napa County Resource Conservation District	Vineyard Conversion to Dry Farming Practices in Napa County	2021/22	$ -	$ 20,000	$ 20,000	$ 20,000	$ 60,000	$ -	$ 60,000	$ 60,000	$ 60,000
Napa Resource Conservation	Yes	No	Napa Valley Vineyards	Napa Valley Vineyards	Vineyard Conversion	2021/22	$ 200,000	$ -	$ 200,000	$ -	$ 200,000	$ -	$ 200,000	$ 200,000	$ 200,000
Napa Resource Conservation	Existing	No	Napa Fish Habitat - Water Conservation	Napa County Resource Conservation District	Vineyard Conversion	2021/22	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 80,000	$ -	$ 80,000	$ 80,000	$ 80,000
Napa Resource Conservation	Yes	No	Napa Valley Vineyards	Napa Valley Vineyards	Vineyard Conversion	2021/22	$ 200,000	$ -	$ 200,000	$ -	$ 200,000	$ -	$ 200,000	$ 200,000	$ 200,000
Napa Resource Conservation	Existing	No	Napa Fish Habitat - Water Conservation	Napa County Resource Conservation District	Vineyard Conversion	2021/22	$ -	$ 20,000	$ 20,000	$ 20,000	$ 60,000	$ -	$ 60,000	$ 60,000	$ 60

Congressional	Rep	37	Kevin McCarthy(R) vs. Tatiana Matthews(D) vs. Christopher Mathis(LIB) vs. Ryan Sheridan(G) vs. Jon Vacek(NPA)	Incumbent re-elected	Kevin McCarthy (R) defeated Tatiana Matthews (D), Christopher Mathis (LIB), Ryan Sheridan (G) and Jon Vacek (NPA) in a general election on November 8, 2022.	$600,000	$600,000	$600,000	$600,000	$600,000	0	$600,000	0.00%	0	0.00%
Congressional	Rep	21	Jeffries(D) vs. Cathy Wu(LIB) vs. Jon Cruz(G)	Incumbent re-elected	Hakeem Jeffries (D) defeated Cathy Wu (LIB) and Jon Cruz (G) in a general election on November 8, 2022.	$600,000	$600,000	$600,000	0	0	0	0	$600,000	0	0	$600,000
Congressional	Rep	22	Jack Schlossberg(D) vs. Mike Ciarlante(R) vs. Ron Kim(LIB) vs. Ron Kim(G)	Jack Schlossberg (D) defeated Mike Ciarlante (R), Ron Kim (LIB) and Ron Kim (G) in a general election on November 8, 2022.	$600,000	$1,147,000	$1,147,000	$600,000	$600,000	$1,147,000	0	0	$600,000	$600,000	$600,000	$1,147,000
Congressional	Rep	23	Pete Lee(D) vs. Ed Hale(R) vs. Ed Hale(G) vs. Ed Hale(NPA)	Incumbent re-elected	Pete Lee (D) defeated Ed Hale (R), Ed Hale (G) and Ed Hale (NPA) in a general election on November 8, 2022.	$600,000	$600,000	0	$600,000	0	0	0	0	$600,000	0	0	$600,000

Attachment D

Functional Area	Existing, Revised, New	Rank	Project Name	Location	Description	Timeframe	2023	2024	2025	2026	2027	2028	Pre 2023 Total	Project Total
Novelty Hill Water	New	54	Novelty Hill Advanced Metering Infrastructure	Multiple locations in Novelty Hill area	Replace water meters in the Novelty Hill service area with Advanced Metering Infrastructure (AMI) meters to improve remote tracking of water usage by customers and the City.	2023-2026	$ 158,421	$ 341,153	$ 909,806	$ 303,269	$ -	$ -	$ -	$ 1,712,649
City Water	New	57	51st Street Watermain Replacement	161st Avenue NE from the Redmond Central Connector to NE 90th Street	Install new waterline under State Route 520 or on the NE 51st Street Bridge to replace the existing water line.	2027-2029	$ -	$ -	$ -	$ -	$ 439,231	$ 618,661	$ -	$ 4,712,380
City Water	New	72	Groundwater Aquifer Monitoring Network Improvements	Citywide in multiple locations	Install 5 to 8 new groundwater monitoring wells to meet additional Federal and State monitoring requirements. Decommission up to 5 existing wells in poor condition.	2025-2026	$ -	$ -	$ 61,655	$ 233,167	$ -	$ -	$ -	$ 294,822
City Water Stormwater Transportation	New	70	Willows Road Watermain Extension	12000 Willows Road	Extend the water main to complete the water system in Willows Road near NE 124th Street. The project will also add sidewalk, shoulder and replace a culvert.	2024-2027	$ -	$ 140,792	$ 422,378	$ 1,331,653	$ 1,042,002	$ -	$ -	$ 2,936,825
City Wastewater	Existing		Lift Station 12 Replacement	Off of NE 65th Street in the Oak Ridge Park business park	Replace and upgrade existing wastewater lift station to meet increased demand due to development.	2012-2024	$ 378,332	$ 34,916	$ -	$ -	$ -	$ -	$ 4,465,084	$ 4,878,332
City Wastewater	Existing		Lift Station 13 Replacement and 70th Street Force Main	17515 NE 67th Court (Lift Station 13)	Replace existing pump station with a new station and construct a new force main for the station.	2018-2023	$ 430,795	$ -	$ -	$ -	$ -	$ -	$ 13,300,000	$ 13,730,795
City Wastewater	Existing		Lift Station 5 Upgrades	4030 West Lake Sammamish Parkway (Pump Station 5)	Targeted equipment upgrades.	2018-2024	$ 600,000	$ 246,696	$ -	$ -	$ -	$ -	$ 429,548	$ 1,276,244
City Wastewater	Existing		Lift Station 6 Upgrades	4228 West Lake Sammamish Parkway (Pump Station 6)	Targeted equipment upgrades.	2018-2024	$ 600,000	$ 465,419	$ -	$ -	$ -	$ -	$ 688,172	$ 1,753,591
City Wastewater	Existing		Lift Station 8 Upgrades	17009 NE 111th Street	Targeted equipment upgrades.	2021-2024	$ 150,000	$ 86,713	$ -	$ -	$ -	$ -	$ 146,972	$ 383,685
City Wastewater	Existing		Lift Station 11 Upgrades	NE 76th Street at 178th Place NE	Targeted equipment upgrades.	2021-2024	$ 600,000	$ 495,901	$ -	$ -	$ -	$ -	$ 246,997	$ 1,342,898

Attachment D

Functional Area	Existing, Revised, New	Rank	Project Name	Location	Description	Timeframe	2023	2024	2025	2026	2027	2028	Pre 2023 Total	Project Total
City Wastewater	Existing		Lift Station 15 Upgrades	13322 NE 89th Street (Pump Station 15)	Targeted equipment upgrades.	?-2024	$ 800,000	$ 616,582	$ -	$ -	$ -	$ -	$ 811,012	$ 2,227,594
City Wastewater	Existing	56	Wastewater Pipe Rehabilitation Project #2	Citywide in six locations	Line pipe to restore pipe function and extend useful life of the pipes.	2025-2027	$ -	$ -	$ 52,859	$ 134,903	$ 381,778	$ -	$ -	$ 569,540
City Wastewater	Revised	46	Connection to King County Wastewater System (Avondale Road)	Avondale Way at NE Union Hill Road	Replace the 18" reinforced concrete pipe with a 27" reinforced concrete or 30" ductile iron pipe. Install a new manhole on the Metro line.	2024-2028	$ -	$ 19,780	$ 254,780	$ 237,358	$ 701,138	$ 175,285	$ -	$ 1,388,341
City Wastewater	New	28	Lift Station Equipment Upgrades Phase 2	Citywide in four locations	Replace pumps and associated equipment at four wastewater lift stations.	2024-2027	$ -	$ 138,915	$ 222,265	$ 542,695	$ 135,674	$ -	$ -	$ 1,039,549
Stormwater	Existing	3	Evans Creek Relocation	North and east of the SE Redmond industrial area	Enhance approximately 4,500 feet of stream channel that currently runs through multiple industrial properties in a channel with no buffers by relocating the stream to open space areas to the northeast.	2012-2025	$ 4,832,564	$ 6,103,815	$ 1,979,840	$ -	$ -	$ -	$ 6,086,855	$ 19,003,074
Stormwater	Existing	4	Country Creek Culvert Replacement	4585 West Lake Sammamish Parkway	Replace the Country Creek culvert under West Lake Sammamish Parkway with a fish passable culvert as part of the King County Lake Hills Trunk project.	2023	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000
Stormwater	Existing	22	Stormwater Infrastructure Replacement Improvement Project #2 - Sunset Hills Landslide	13434 NE 119th Way	Repair of existing stormwater pipe outfall.	2024-2027	$ -	$ 32,386	$ 60,624	$ 160,391	$ 78,433	$ -	$ -	$ 331,834
Stormwater	Existing	11	Stormwater Infrastructure Replacement Improvement - Project #3 (King County Lake Hills)	3800 West Lake Sammamish Parkway, 17700 NE 21st Street	High priority pipe repairs near the King County Lake Hills Trunk Line project.	2026-2027	$ -	$ -	$ -	$ 58,582	$ 170,575	$ -	$ -	$ 229,157
Stormwater	Existing	23	Stormwater Infrastructure Replacement Improvement Project #4 - Cured in Place Pipe	Citywide in four locations	Repair pipes identified by Asset Management risk and consequence analysis based upon best available data. Pipe lining to restore design function and extend useful life of the pipes.	2026-2028	$ -	$ -	$ -	$ 337,845	$ 794,034	$ 271,704	$ -	$ 1,403,583
Stormwater Transportation	Revised	1	10,000 Block of Avondale Road Erosion	East side of 10,000 block of Avondale Road	Stabilize an eroding slope and repair the stormwater outfall to protect Avondale Road and/or the sidewalk. Complete in-stream habitat elements for mitigation and enhancement.	2019-2024	$ 2,046,581	$ 407,401	$ -	$ -	$ -	$ -	$ 1,227,001	$ 3,680,983

Attachment D

Functional Area	Existing, Revised, New	Rank	Project Name	Location	Description	Timeframe	2023	2024	2025	2026	2027	2028	Pre 2023 Total	Project Total
Stormwater	New	21	Overlake Regional Stormwater Facilities Phase 3 - (Station Vault & South Vault)	North and east of NE 20th Street and 148th Avenue NE Intersection	Install a Continuous Monitoring Adaptive Control (CMAC) system at the detention vault inlet flow splitter and outlet control structure to actively control flows going into and out of the detention vault to better optimize flow control.	2023-2025	$ 474,485	$ 978,747	$ 612,551	$ -	$ -	$ -	$ -	$ 2,065,783
Stormwater	New	52	Monticello Pond Major Sediment Removal	NE 116th Street and 176th Avenue NE	Dredge sediment from existing stormwater pond.	2024-2027	$ -	$ 14,252	$ 60,836	$ 151,046	$ 30,399	$ -	$ -	$ 256,533
Stormwater	New	58	Corrugated Metal Stormwater Pipe Replacement Phase 1	Citywide in three locations	Replace three corrugated metal stormwater pipes that are over 30 years old.	2025-2027	$ -	$ -	$ 169,320	$ 332,955	$ 211,167	$ -	$ -	$ 713,442
Stormwater	New	59	Stormwater Infrastructure Replacement Improvement Project #6 - Pond Repair	17205 NE 26th Court	Repair a stormwater pond with damage to berm and outfall pipe.	2026-2028	$ -	$ -	$ -	$ 55,580	$ 51,359	$ 198,401	$ -	$ 305,340

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-125
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
Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Planning and Community Development	Vangie P. Garcia, P.E., PMP	Transportation & Planning Manager
Public Works	Patty Criddle	Senior Engineer
Public Works	Mike Paul, P.E.	Senior Engineer
Planning and Community Development	Micah Ross, P.E.	Senior Engineer
Planning and Community Development	Seraphie Allen	Deputy Director

TITLE:
Sound Transit Light Rail Quarterly Briefing - Projects Status and Progress

OVERVIEW STATEMENT:
The 2022 work plan for the Planning and Public Works Committee of the Whole contains a quarterly Sound Transit light rail update. This staff report provides an update for the third quarter of 2022.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Comprehensive Plan Policies TR-10 and TR-11; Transportation Master Plan
- **Required:**
  N/A
- **Council Request:**
  Planning and Public Works Committee 2022 work plan item.
- **Other Key Facts:**

The last quarterly update was December 7, 2021, with focus Downtown Redmond Link Extension (DRLE) Construction Progress. Council quarterly updates for the first half of 2022 were given in conjunction with Council consideration of the NE 60th Street full closure (March) and the Overlake Village Light Rail Station Agreements (April).

OUTCOMES:
Light rail will be the backbone of Redmond's transit network when it opens in 2023 to Overlake and 2024 to Southeast Redmond and Downtown Redmond. It will provide a frequent and reliable mobility choice that connects Redmond to the region.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Underway - Construction and traffic updates regarding reroutes and delays are conveyed via standardized communication methods.
- **Outreach Methods and Results:**
  Sound Transit uses in-person, print, and electronic media to notify the Redmond community about construction activities. The City relays these notifications through its communication channels.
- **Feedback Summary:**
  Feedback from public engagement and ballot measures consistently shows strong support for the extension of light rail to Redmond.

BUDGET IMPACT:

Total Cost:
Quarterly briefings to Council are a component of work supported by staff positions that are funding by the Light Rail Offer.

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

Budget Offer Number:
000240 Light Rail

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
Interlocal Agreements with Sound Transit

Budget/Funding Constraints:
Funds are only available for purposes described in agreements with Sound Transit

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/16/2020	Business Meeting	Receive Information
9/15/2020	Business Meeting	Receive Information
11/17/2020	Business Meeting	Receive Information
3/2/2021	Business Meeting	Receive Information
6/1/2021	Business Meeting	Receive Information
9/21/2021	Business Meeting	Receive Information
12/7/2021	Business Meeting	Receive Information
3/1/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/5/2022	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
12/6/2022	Business Meeting	Receive Information

Time Constraints:
To be timely, this third quarter update is typically provided by the end of September.

ANTICIPATED RESULT IF NOT APPROVED:
This is an informational briefing only; no Council action is requested.

ATTACHMENTS:
Attachment A: Presentation

Sound Transit Light Rail in Redmond

August 16, 2022

Vangie Garcia, P.E., PMP
Transportation Planning and Engineering Manager

Redmond
WASHINGTON

Purpose

- Eastlink and Downtown Redmond Link Extension Project Updates

Where are we?

- **2006** – Environmental review began from Seattle to Downtown Redmond
- **2016** – Overlake construction began
- **2020** – Downtown construction began
- **2023** – Overlake stations open
- **2024** – Downtown extension opens

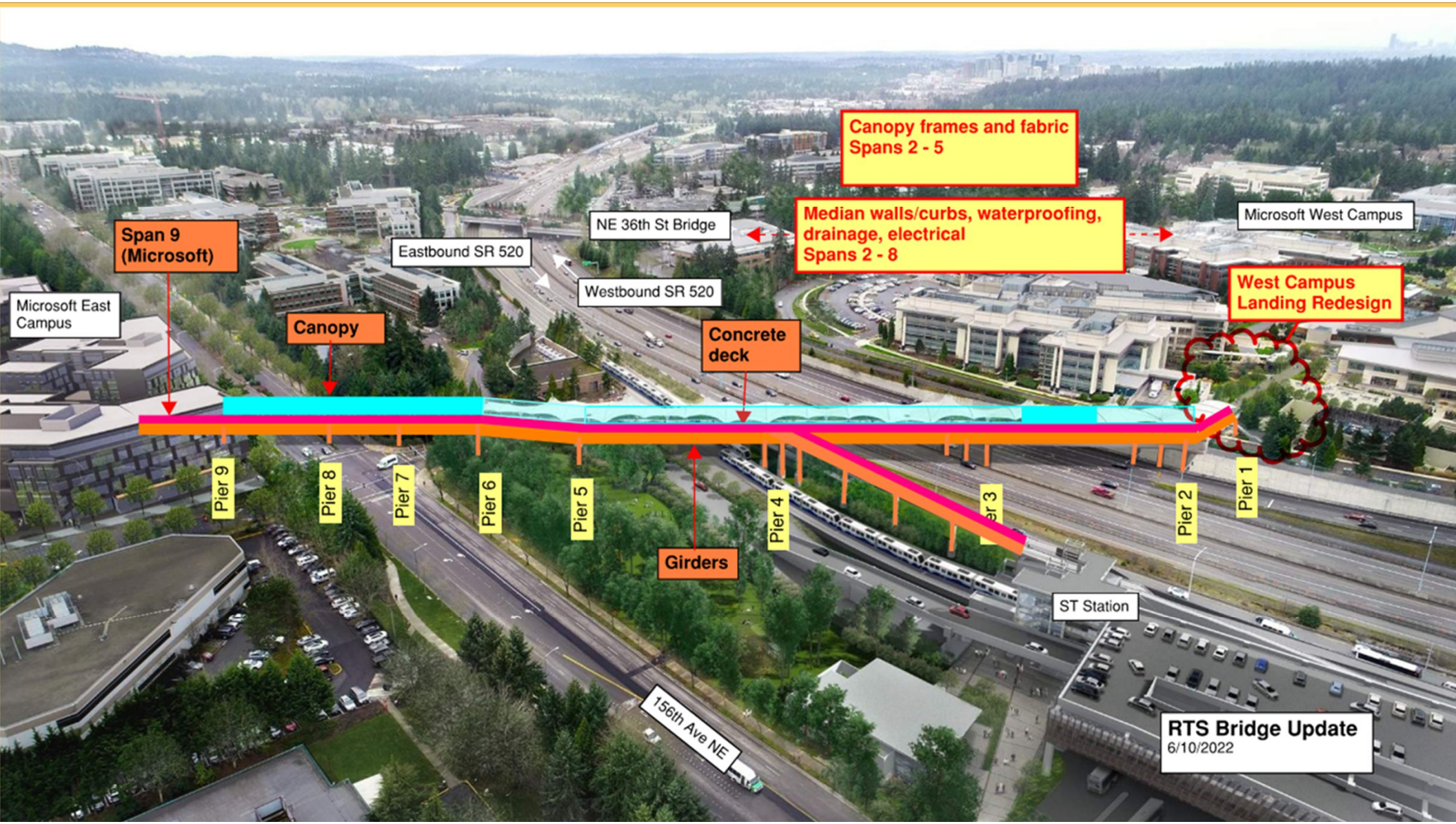
Overlake Village Station

View of the Overlake Village Station and Plaza Street from the paperclip ramp

Redmond Technology Station Garage Reconstruction

All major pours have been completed.

Completion and bus loop opening expected in Q1 2023


Canopy frames and fabric
Spans 2 - 5
Median walls/curbs, waterproofing, drainage, electrical
Spans 2 - 8
Span 9 (Microsoft)
Microsoft East Campus
Eastbound SR 520
NE 36th St Bridge
Westbound SR 520
Microsoft West Campus
West Campus Landing Redesign
Canopy
Concrete deck
Pier 9
Pier 8
Pier 7
Pier 6
Pier 5
Pier 4
Pier 3
Pier 2
Pier 1
Girders
ST Station
156th Ave NE
RTS Bridge Update
6/10/2022

Redmond Technology Station Bridge

- Planting in progress
- West stairs ready to install precast concrete treads

DRLE
NE 40th Street
Cut and Cover

- Phase 2 – South deck pour was completed on May 27
- Scheduled to open to all lanes of traffic on September 2

DRLE
SR 520 /
NE 51st Street

- Opened all lanes of traffic on April 22

DRLE
SR 520 /
NE 60th Street

- Soil nail walls are complete
- Contractor forming base and walls for cast in place box
- Scheduled to be open to all lanes of traffic in September

DRLE
SE Redmond/ Marymoor Village

- Parking garage construction now on Level 3
- Final structure will have 1,400 parking stalls

DRLE
SR 520 off-ramp to SR 202

- Off-ramp complete and open to traffic

DRLE
SR 520 on-ramp from SR 202

- Decks have been poured and girders set
- Scheduled to open to traffic in mid to late August

DRLE
Bear Creek and into Downtown

- Crews continue to work on pedestrian bridge and walls
- Structure B into Downtown – all girders set and constructing decks

DRLE Downtown Structure B

- Crews continue to work on end diaphragms and on deck reinforcement

Thank You

Any Questions?

Redmond
WASHINGTON

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-126
Type: Staff Report

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

Public Works	Aaron Bert	425-556-2786
Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Public Works	Jessica Atlakson	Environmental Geologist
Public Works	Amanda Balzer	Science and Data Analytics Supervisor

TITLE:
Provide Direction on Temporary Construction Dewatering (TCD) Interim Limitations

OVERVIEW STATEMENT:
Council will be provided with recommendations for proposed amendments to RMC 13.25 (Temporary Construction Dewatering) for interim limitations on Temporary Construction Dewatering (TCD) as requested by Council at the December 7, 2021 Staff Report.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Community Strategic Plan, Comprehensive Plan, Environmental Sustainability Action Plan
- **Required:**
  Redmond Municipal Code 13.25
- **Council Request:**
  December 7, 2021 Council Staff Report
- **Other Key Facts:**
  This project is being implemented in three phases:
  - Phase I - Analyze and identify policy tension by conducting a triple bottom line analysis to determine the

economic, social, and environmental costs and benefits of TCD in Redmond (completed).
- Phase II - Analyze policy options and determine path forward for irreconcilable tensions (completed).
- Phase III - Implement recommendations for policy and code amendments.

Phase II policy recommendations were presented at the December 7, 2021 Staff Report. The analysis identified the following policy adjustments to address the tension:
- Modify incentives for subterranean parking
- Reduce parking ratio requirements
- Building height adjustments
- Innovative parking
- Comprehensive Plan updates within the Land Use and Urban Centers elements

Based on the analysis, staff recommended a phased approach to implementation as part of the staff report. The policy and code amendments were phased in three groups:

- Bridge changes (2022):
    - Reduced parking near frequent transit, which is part of the Redmond Zoning Code Rewrite (RZCRW) Phase 1.
    - Building height incentives in Town Center zone, also part of the RZCRW Phase 1, have been remanded by the City Council to the Planning Commission for discussion along with priority topics identified by the City Council on May 24, 2022.
- Midterm changes (2023): These amendments are part of the RZCRW Phase 2.
    - Modify subterranean parking density bonus in Downtown.
    - Restaurant parking waivers within Downtown and Marymoor.
    - Interim limitations to TCD.
- Long-term changes (2024): These will be part of the Redmond 2050 process.
    - Reduced parking ratios near frequent transit and in Urban Centers.
    - Building height incentives within Downtown and Marymoor.
    - Limitations to TCD.

Council approved the recommendations at the December 7, 2021 Staff Report and directed staff to analyze impacts of moving interim limitations to TCD from midterm changes to bridge changes.

OUTCOMES:

The TCD Core Team, comprised of staff from Public Works, Planning, and Fire analyzed moving TCD limitations into Bridge changes and recommends RMC 13.25 (Temporary Construction Dewatering) be amended to include the following limitations to TCD within the Critical Aquifer Recharge Area (CARA):
- Limit rate to 5,500 gallons per minute; and
- Limit cumulative duration to a maximum of 1 year; and
- Limit depth to a maximum of 9 feet below season high groundwater elevation.

These limitations will provide predictability for the Water Utility for known impacts from TCD and allow development to continue in Downtown and Marymoor while the policy recommendations from Phase II of the TCD analysis are phased in.

Additionally, the TCD Core Team recommends the following amendment to RMC 13.25 (Temporary Construction

Dewatering) based on questions from Council regarding Redmond Zoning Code Rewrite Phase 1 amendments to the Town Center Zone:

- In Zones with above-ground parking incentives TCD is limited to elevator pits, crane footings, and utilities.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  - The stakeholder group convened for Phase I and II of this work was contacted for feedback on proposed amendments for interim limitations to TCD.
  - The development community was provided an update during the July OneRedmond meeting and asked for feedback.
- **Outreach Methods and Results:**
  - Outreach for the proposed interim limitations was sent via an email summary to the stakeholder group.
  - A presentation on the proposed interim limitations was given at a OneRedmond meeting.
- **Feedback Summary:**
  - Feedback from the stakeholder group has been incorporated into Phase I and II of this project.
  - Feedback from the stakeholder group and the OneRedmond meeting will be summarized and incorporated into final recommendations for interim limitations to TCD.

BUDGET IMPACT:

Total Cost:
Total costs for Phase I of the Temporary Construction Dewatering Policy Analysis were $90,000. Phase I has been completed and was funded in the 2019-2020 biennium.

Phase II and III of this project will be completed with in-house staff funded in the 2021-2022 budget.

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

Budget Offer Number:
000215

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:

- Temporary Construction Dewatering can have impacts on water revenues due to increase in Cascade Water Alliance purchases to supplement loss of well production due to drinking water aquifer quality impacts.

Funding source(s):
Water Utility

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/12/2021	Committee of the Whole - Planning and Public Works	Provide Direction
12/7/2021	Business Meeting	Provide Direction
7/5/2022	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
9/6/2022	Business Meeting	Approve

Time Constraints:
Staff is coordinating with the Redmond 2050 effort. Delays in moving forward with this project may impact Comprehensive Plan data submittal as well as prolong tensions between compact development and water management policies.

ANTICIPATED RESULT IF NOT APPROVED:
Tensions between new compact development patterns and water management policies will continue.

ATTACHMENTS:
Attachment A: RMC 13.25 Proposed Amendments
Attachment B: TCD Staff Report Presentation

Chapter 13.25
TEMPORARY CONSTRUCTION DEWATERING

Sections:

13.25.010	Definitions.
13.25.020	Purpose.
13.25.030	Compliance with other city, state, federal regulations.
13.25.040	Applicability.
13.25.045	**Temporary Construction Dewatering Limitations**
13.25.050	Management of contaminated groundwater and water quality standards.
13.25.060	Temporary construction dewatering feasibility study.
13.25.070	Temporary construction dewatering plan.
13.25.080	TCD suspensions or revocation.
13.25.090	TCD effluent discharge.
13.25.100	Replacement of drinking water supply.
13.25.110	Administrative fees.
13.25.120	Appeals.

13.25.010 Definitions.

A. As used in this chapter, the following terms have the meanings set forth below:

"Contaminated groundwater" means groundwater that is contaminated by the presence of man-made pollutants, including, but not limited to, gasoline, oil, solvents, pesticides, fertilizers, and other deleterious substances whose presence may cause drinking water to fail to meet state, federal, and local standards.

"Development project" means the private or public construction, remodeling, or repair of: buildings, structures, or utilities.

"Groundwater" means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

"Radius of influence" means the radial distance from the center of a wellbore to the point where there is no lowering of the water table or potentiometric surface (the edge of the cone of depression). This distance can be calculated: a) as an estimate within hydrological groundwater modeling analysis conducted prior to the onset TCD at one or more development project sites, and b) via field observations occurring once TCD activities commenced at one or more development project sites.

"Replacement water" means water purchased by the City Water Utility to offset drinking water supply that would have been produced by city water supply wells, had city water supply well production rates not been impaired by TCD activities.

"Temporary construction dewatering" or "TCD" means the placement of wells or other mechanisms in order to capture, pump, and remove groundwater from a development site in order to conduct excavation, construct underground building features, or utility systems.

"Temporary construction dewatering operating policy" means an administrative operating policy adopted by the City's Technical Committee that details the requirements for submittals and the methodologies required for submittals, and detail the methodologies the City of Redmond will use during review and oversight of TCD activities.

"Waters of the State" as defined in WAC 173-226-030 and RCW 90.48.020 as hereafter amended. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.020 Purpose.

A. This chapter regulates temporary construction dewatering within the City of Redmond. The provisions of this chapter are intended to prevent, limit, and enable the City to respond to TCD activities which impair the City's ability to:

1. Deliver drinking water from the City water supply wells;

2. Safely convey and treat storm water runoff within the City's municipal separate storm water sewer system (MS4) and private storm water sewer systems; and

3. Manage the movement and disposal of contaminated groundwater in a manner that is in compliance with state and federal laws. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.030 Compliance with other city, state, federal regulations.

A. All temporary construction dewatering activities occurring within the City of Redmond must comply with this chapter and all other applicable City, State, and Federal regulations, including but not limited to the following:

1. The Federal Safe Drinking Water Act, 42 U.S.C. § 300f, et seq., as amended;

2. The Federal Clean Water Act, 33 U.S.C. § 1251, et seq., as amended;

3. The Washington State Model Toxics Control Act (MTCA), Chapter 70.105D RCW, as amended;

4. The Washington State Environmental Policy Act (SEPA), Chapter 43.21C RCW, as amended;

5. The City of Redmond Wellhead Protection Ordinance, Chapter 13.07 RMC, as amended; and

6. Water rights that have been granted to the City of Redmond by the State of Washington.

B. In the case of conflict, the regulations that are more protective of water quality shall prevail. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.040 Applicability.

A. This chapter applies to all development projects that require temporary construction dewatering and for which cannot be demonstrated that groundwater will be captured, pumped, or removed from the development site at a rate of less than 500 gallons per minute.

B. This chapter does not pertain to permanent dewatering of completed underground structures and does not authorize permanent dewatering within the City of Redmond. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.045 Temporary Construction Dewatering limitations.

A. Temporary construction dewatering activities shall be limited to the following within the Critical Aquifer Recharge Areas (defined in RZC 21.64.050.A):

1. The rate at which groundwater may be captured, pumped, or removed from the development site shall be limited to 5,500 gallons per minute or less; and

2. The duration of temporary construction dewatering at a site shall be limited to a maximum of one year, measured cumulatively from the first date of dewatering activity, and

3. The depth of temporary construction dewatering allowed below the seasonal high groundwater elevation shall be limited to a maximum depth of 9 feet.

B. If incentives are available within RZC that would allow development to be above ground and thereby avoid dewatering within the Critical Aquifer Recharge Area, then dewatering will be limited to elevator pits, crane footings, or utilities only.

13.25.050 Management of contaminated groundwater and water quality standards.

A. Temporary construction dewatering activities shall not cause contaminated groundwater to move across property boundaries and/or towards a City water supply well. Temporary construction dewatering activities shall also not accelerate the movement of contaminated groundwater towards a City water supply well.

B. Construction dewatering effluent discharged to Waters of the State shall meet Water Quality Standards for Surface Waters of the State of Washington (Chapter 173-201A WAC) or MTCA Surface Water Standards.

C. Construction dewatering effluent that is infiltrated into the ground must meet State Groundwater Quality Standards. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.060 Temporary construction dewatering feasibility study.

A. A Temporary Dewatering Feasibility Study is required for all construction projects that require temporary construction dewatering and for which it cannot be demonstrated that groundwater will be captured, pumped, or removed from the development site at a rate of less than 500 gallons per minute. A Temporary Construction Dewatering Feasibility Study shall be

submitted prior to construction as part of site planning and entitlement review processes. This feasibility study shall consist of a site specific hydrogeological and engineering analysis which details the potential dewatering-related impacts to the City water supply wells, to storm water conveyance and treatment systems, and on the potential movement of underground contaminants.

B. The feasibility study shall:

1. Include analysis of geotechnical project, and water quality considerations detailed in the Temporary Construction Dewatering Operating Policy adopted by the City's Technical Committee;

2. Be conducted using the procedures and methodologies identified in the Temporary Construction Dewatering Operating Policy adopted by the City's Technical Committee; and

3. Include a site-specific assessment of potential contamination, and identify any known contaminated sites located within the proposed TCD's radius of influence.

C. The City of Redmond shall review Temporary Construction Dewatering Feasibility Studies completed in accordance with the Temporary Construction Dewatering Operating Policy to determine if the City will allow proposed TCD activities to occur at a development project site. The City of Redmond retains the authority to condition, deny, or allow TCD activities at development projects based on this review.

D. Development Projects who have adequately identified and demonstrated that potential impacts to:

1. City water supply wells,

2. The City's storm water conveyance system,

3. *Repealed by Ord. 2957,*

4. Public or private storm water runoff treatment systems, and

5. The movement of contaminants across property boundaries and/or toward city water supply wells, or the acceleration of such movement where the same already exists are negligible or can be mitigated, will be allowed to conduct TCD contingent upon the successful completion of a Temporary Construction Dewatering Plan. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.070 Temporary construction dewatering plan.

A. A complete Temporary Construction Dewatering Plan shall include the information and items identified in the Temporary Dewatering Operating Policy.

B. The City of Redmond shall review Temporary Construction Dewatering Plans completed in accordance with the Temporary Construction Dewatering Operating Policy, to determine that the development project has addressed all potential impacts to City water supply wells, storm water conveyance and treatment systems, and the movement of contaminants. The City of Redmond retains the authority to add conditions and requirements to construction activities to the Civil Site Construction Permit. Private development projects shall not start TCD activities until the City of Redmond has granted the Civil Site Construction Permit. Temporary Construction Dewatering shall not begin at public capital improvement projects prior to approval of the site design by the City Engineer. Conditions and requirements shall be included with the development project construction contract as a special provision.

C. A Contamination Mitigation Plan shall be included as part of the Temporary Construction Dewatering Plan to address all contamination identified at the development site or within the

proposed TCD's radius of influence. Contamination Mitigation Plans shall include:

1. A hydrogeological evaluation of the potential movement of contaminants due to TCD at a specific site; and

2. All required information and actions detailed in the Temporary Construction Dewatering Operating Policy.

D. Conditions regulating the monitoring, mitigation, treatment, and disposal of contaminated groundwater shall be imposed on the development project. Acceptance of the applicant's Temporary Construction Dewatering Plan shall be contingent on the City of Redmond's satisfaction with proposed mitigation measures. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.080 TCD suspensions or revocation.

A. The Public Works Director or his/her designee may order the suspension of temporary construction dewatering for any of the following reasons:

1. Storm pipe capacity has been exceeded, resulting in an unacceptable increased risk of flooding.

2. City water supply wells are impacted to such an extent that one or more City water supply wells cannot produce specified minimum quantities of water to fulfill supply to water utility customers and the City or the City's wholesale water supplier has activated an emergency water response plan.

3. Violations of state surface water quality standards (Chapter 173-201A WAC) when the TCD effluent discharges to surface Waters of the State.

4. Violations of state groundwater quality standards (Chapter 173-200 WAC) when the TCD effluent is infiltrated via dispersion back into a groundwater aquifer.

5. *Repealed by Ord. 2957.*

6. Storm water runoff treatment system has been impaired.

7. When otherwise deemed necessary by the Public Works Director to protect public safety, property, and natural environment.

B. Notice of suspension or revocation shall be given in writing by mailing or otherwise delivering a copy to the applicant or the applicant's onsite construction personnel. The suspension or revocation shall become effective immediately upon delivery or receipt and the applicant shall immediately cease all TCD activities. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.090 TCD effluent discharge.

A. TCD effluent shall be allowed to be discharged to the City's storm water conveyance system; provided, that the City's storm water engineering staff is able to verify that:

1. The effluent meets appropriate state water quality standards for dispersion into the surface Waters of the State;

2. Effluent discharge rates do not exceed those designated within the Temporary Construction Dewatering Plan; and

3. All other conditions stipulated in the Temporary Construction Dewatering Plan have been satisfied.

4. Effluent discharge does not impair storm water treatment systems. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.100 Replacement of drinking water supply.

A. The Public Works Director or his/her designees shall determine if TCD activities at one or more developments are impacting a City water supply well. The following considerations shall be used to make this declaration of impact: Reduced expected instantaneous City water supply well production rate, water level within the City water supply well while pumping, time of year, and potential contamination or other factor to degrade the quality of potable water produced by the City water supply well. The evaluation of considerations leading to a determination of impact shall occur in accordance with the procedures and methodology detailed in the Temporary Construction Dewatering Operating Policy.

B. The Public Works Director or his/her designees may, at their discretion, allow TCD activities to reduce the instantaneous and annual rates of withdrawal if regional drinking water supply is available for purchase from Cascade Water Alliance. It is presumed that if regional drinking water supply is not available for purchase, the regional water shortage plan has been activated.

C. Development projects whose TCD activities have been determined to be solely or partly impacting the City of Redmond Water Utility’s production of the drinking water at a specific supply well shall either:

1. Cease TCD activities; or

2. With the Public Works Director’s consent, pay the City’s costs of purchasing replacement supply, if available, from the City’s water purveyor as a condition for continued operation of TCD activities. The Public Works Director may require the applicant to deposit sufficient funds with the City to defray the cost of purchasing replacement water for the duration of the TCD activities impact to supply well production prior to

allowing the TCD activities to continue. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.110 Administrative fees.

A. The Public Works Director shall have the authority to impose administrative fees for the review of the Temporary Construction Dewatering Feasibility Studies and Temporary Construction Dewatering Plans required by this chapter in order to recoup the City's costs of conducting the reviews. The administrative fees provided in this subsection shall be collected at the time the Temporary Construction Dewatering Feasibility Study and Temporary Construction Dewatering Plan is submitted and the City shall not be obligated to review the Study or Plan until the review fee is paid.

B. The Public Works Director shall have the authority to impose an administrative fee in order to recoup the City's costs of inspection and monitoring during the implementation of Temporary Construction Dewatering Plans. Inspection and monitoring fees shall be paid at the time of construction permit issuance and the City shall not be obligated to issue permits until the administrative fees are paid.

C. The Public Works Director shall have the authority to impose an administrative fee on the purchase of replacement water from the City's regional water supplier under this chapter in order to recoup the City's costs of processing requests for such water. The administrative fees to be paid under this subsection shall be paid at the same time as the cost of the replacement water and shall be in addition to the cost of the water itself.

D. The Public Works Director shall have the authority to require development permit applicants to pay the cost of any outside technical assistance necessary to review and resolve issues and disputes regarding technical issues relating to Temporary

Construction Dewatering Feasibility Studies and Temporary Construction Dewatering Plans. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

13.25.120 Appeals.

A. The development project applicant and any party of record may appeal a decision of the City to approve, deny, or condition a Temporary Construction Dewatering Feasibility Study or Temporary Construction Dewatering Plan under this chapter. The appeal shall be made by appealing the decision on the underlying permit to which the Study or the Plan pertains and shall following the procedures for appealing the underlying permit set forth in the Redmond Zoning Code.

B. The development project permit holder may appeal a decision by the Public Works Director to suspend or revoke permission for Temporary Construction Dewatering activities. The appeal shall be to the Hearing Examiner and shall follow the procedure set forth in the Redmond Zoning Code for the appeal of Type I permit decisions. The filing of an appeal shall not stay the Public Works Director’s order to cease Temporary Construction Dewatering Activities, but Public Works Director may, but shall not be obligated to, allow Temporary Construction Dewatering activities to continue during the pendency of an appeal if the same can be done consistent with the public health, safety, and welfare.

C. All appeals under this section shall be made on forms established under the Redmond Zoning Code and accompanied by any applicable appeal fee. No appeal shall be considered filed or complete until any applicable appeal fee is paid. (Ord. 2957 § 7 (part), 2019: Ord. 2831 § 2 (part), 2016).

The Redmond Municipal Code is current through Ordinance 3073, passed December 7, 2021.

Disclaimer: The city clerk's office has the official version of the Redmond Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: www.redmond.gov
Code Publishing Company

Temporary Construction Dewatering (TCD) Policy Analysis

August 16, 2022

Jessica Atlakson, Environmental Geologist

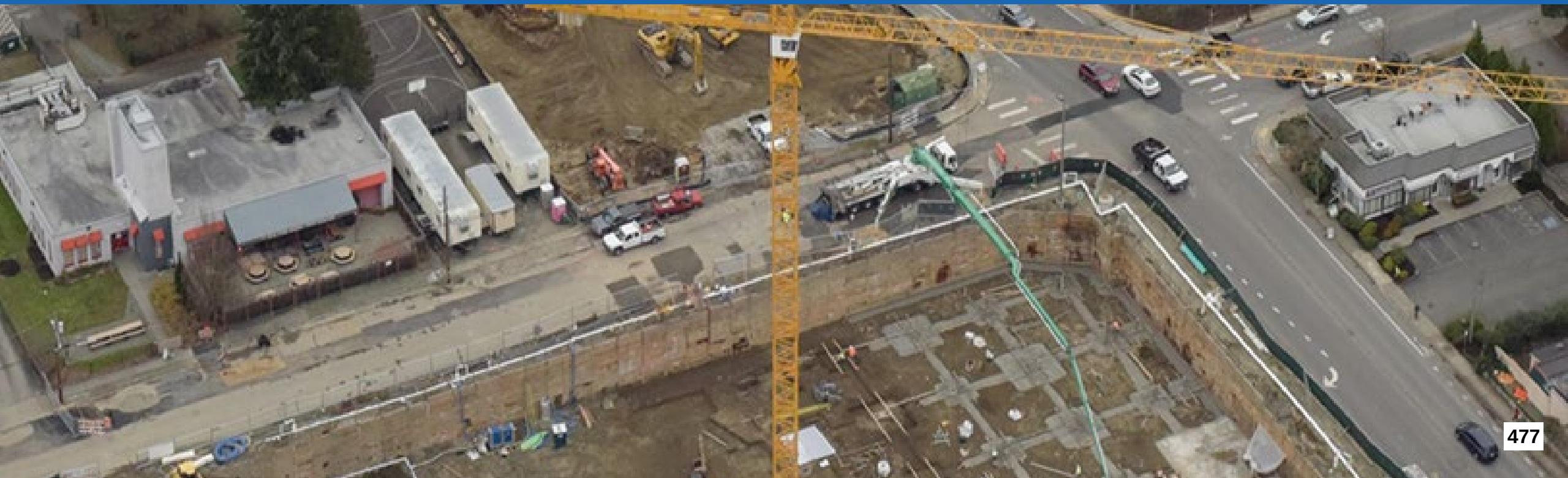
Redmond
WASHINGTON

Purpose

- Obtain Council's feedback on proposed implementation strategy for interim Temporary Construction Dewatering limitations
- Approve amendments for September 6, 2022 Consent Agenda

Project Goal

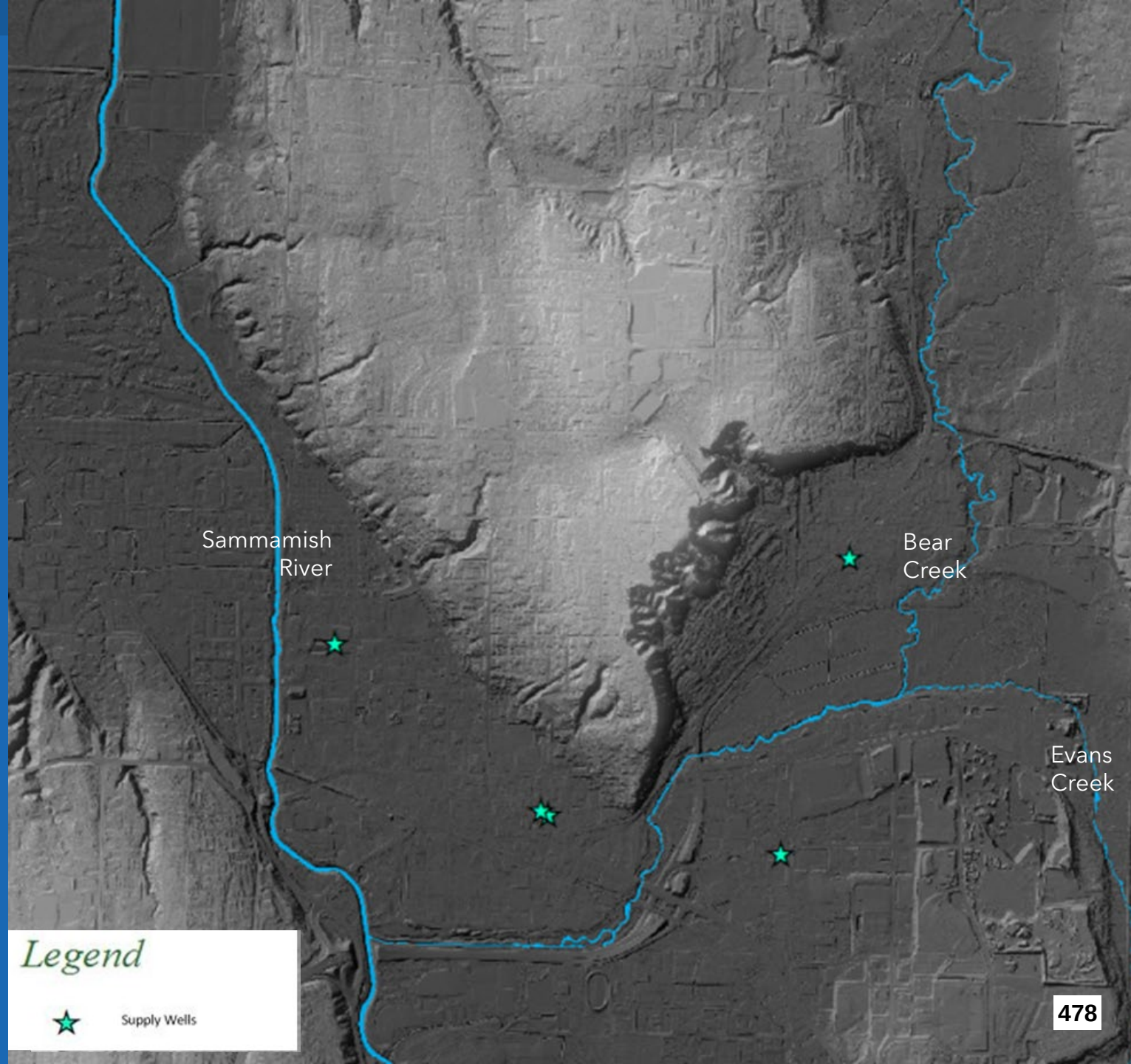
Reduce or eliminate irreconcilable tensions between water management and compact growth policies.



Project Background

Critical Aquifer Recharge Area

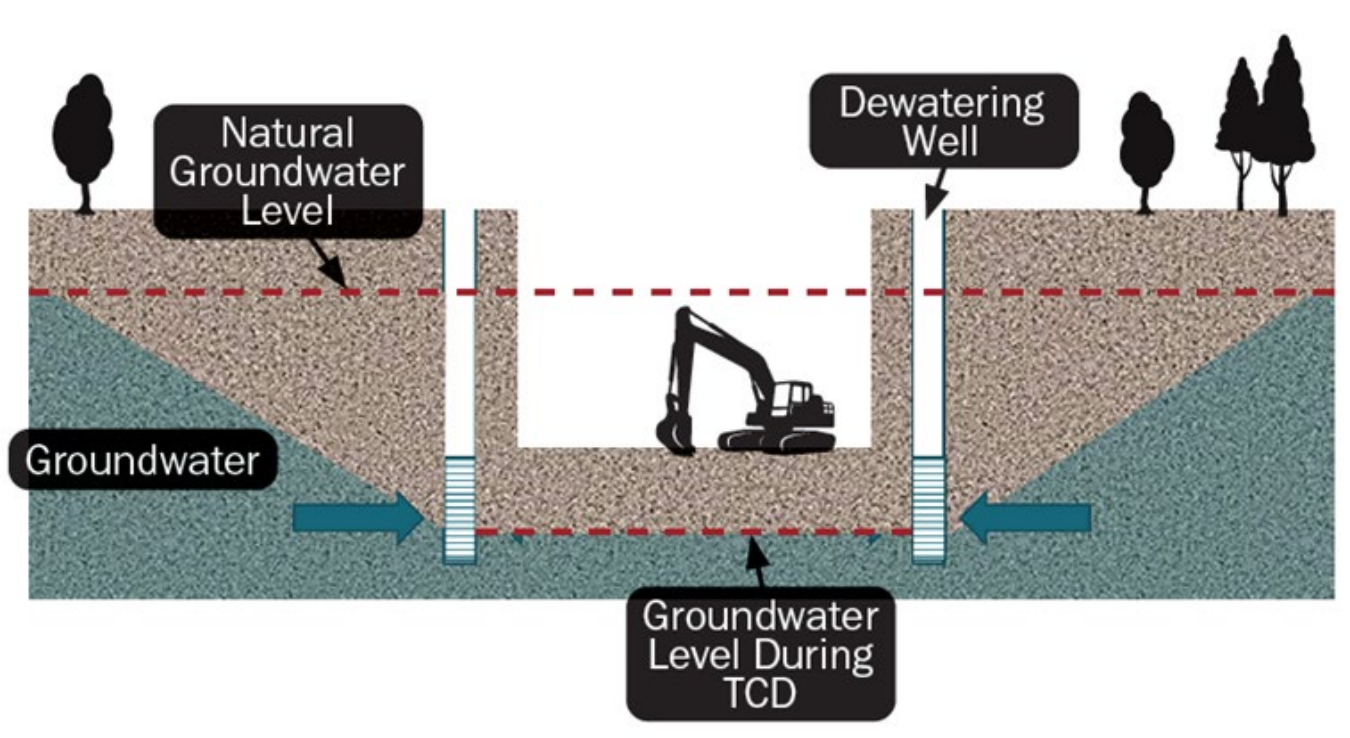
- Redmond low lands
- Very shallow
- 40% of drinking water
- Increased resilience



Project Background

Temporary Construction Dewatering

- Mix-used residential
- Subgrade structures
- Impacts well production



Phase III Implementation Strategy

Bridge Changes

2022

Mid-term Changes

2023

Interim limitations to TCD

Long-term Changes

Q2 2024

Recommendations for Interim TCD Limitations

Rate <5,500 gallons per minute

Duration <1 year

Depth <9 feet below season high groundwater elevation

Parking Incentives Limit TCD to elevator pits, crane footings, and utilities where incentives for above-ground parking exist

Rationale for Limitations

Water Utility

- Predictability of impacts
- Ability to respond to drought conditions

Development Community

- All projects currently in review process meet limitations
- 95% of completed projects meet limitations
- Continued development while policy phased in

Stakeholder Feedback

OneRedmond – July 21, 2022
Targeted Stakeholder Group

Next Steps

- September 6 - Interim TCD Limitations on Consent Agenda
- Council updates – Sustainability briefings
- 2023 - Mid-term changes with Redmond Zoning Code ReWrite Phase II package
- 2024 - Long-term Changes with Redmond 2050 process

Thank You

Any Questions?

Redmond
WASHINGTON

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-127
Type: Staff Report

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

Parks	Loreen Hamilton	425-556-2336
Public Works	Aaron Bert	425-556-2733

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer

TITLE:
Redmond Senior & Community Center Budget Update

OVERVIEW STATEMENT:
Staff will provide an update on the Redmond Senior & Community Center project budget needs due to continued inflation, volatile construction costs, and labor costs. Bid openings for MACC #2 have almost concluded and the project will need an estimated additional $8 million to complete. The full MACC will be ready in early September. Project scope and schedule have remained unchanged since the approved schematic design in July 2021.

One-time funds are available to cover this cost and Director Corder will be present to address how the increased construction costs can be accommodated.

☐ **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 21.10.070B
- **Council Request:**
  On July 20, 2021, Council provided direction to proceed with the design and construction of the Redmond Senior & Community Center at a total cost of $44 million. In February 2022, an ordinance was passed increasing this total cost to $48 million.
- **Other Key Facts:**
  N/A

OUTCOMES:

Receive direction on additional touchpoints or information needed by City Council to continue with the project and increased budget need. Construction has begun and civil site work is well underway. MACC #1 has been executed which covers foundation and building shell and core. MACC #2 includes Tenant Improvements. Delay of this contract will not allow contracts to be executed or materials to be ordered which would cause further project delay.

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:

Council approved a total of $48 million for the construction of the Redmond Senior and Community Center. With the approval of the added costs the total project cost equals $56 million. A total allocation of $8 million will need to be approved in the budget to fully fund the project.

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:

Construction costs have increased the total project cost by $8 million. One-time funds are available to cover this

overage.

Funding source(s):
CIP: $17.116 million
State Capital Adopted Budget: $1.25 million
Surplus Park Impact Fees from 2019-202: $1.648 million
Surplus REET from 2019-2020: $2.486 million
Councilmanic Bonds: $16.0 million
One-time Cash: $9.5 million + $8.0 million (additional funding needed)

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
See Attachment B	N/A	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
8/23/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
9/6/2022	Committee of the Whole - Planning and Public Works	Provide Direction
9/20/2022	Business Meeting	Approve

Time Constraints:
MACC #2 will be finalized in early September. Bonds have been issued and construction has started. Approval of additional budget and MACC #2 are vital to keeping the timeline for completion by end of 2023.

ANTICIPATED RESULT IF NOT APPROVED:
If not approved, the schedule would be impacted due to inability to sign contracts, hire subcontractors, or order materials needed for the Tenant Improvements.

ATTACHMENTS:
Attachment A - Community and Stakeholder Outreach and Involvement
Attachment B - Council Review Previous Contacts

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
05/24/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/26/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/16/2022
Meeting of: City Council

File No. AM No. 22-128
Type: New Business

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

Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Jeff Aken	Park Planning Manager

TITLE:
Redmond Senior & Community Center Naming Recommendation from the Parks & Trails Commission

OVERVIEW STATEMENT:
Redmond City Council adopted Resolution No. 1516, on April 26, 2019, that established policies and procedures for the naming of public parks and recreation related facilities. In alignment with this resolution, the Parks & Trails Commission recommends, based on input from individuals and organizations throughout the community, the permanent name of the Redmond Senior & Community Center to be named “Red Oak Community Center.” Commission discussion focused on whether “Senior” should be part of the name but determined that “community” is inclusive of all the people who would use the center. In addition, the Commission discussed on whether “Redmond” should be part of the name to help orient potential patrons. After discussion, a motion passed 4:3 in favor of the Red Oak Community Center. The Commission made this recommendation at their July 7, 2022, meeting.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Resolution 1516
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**

Resolution 1516 states that City Council shall designate names of facilities after receiving a recommendation from the Parks and Trails Commission, based upon public input.

OUTCOMES:
To select the permanent name for the new Senior & Community Center.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  May 9-23: Submissions collected from key stakeholder: RSCC Stakeholders' Group, Senior Advisory Committee, Parks & Trails Commissions, Parks & Recreation staff, Arts & Culture Commission
  May 26: Submission list narrowed to final 3 names by Parks Staff
  June 2 - June 29: Public feedback collected via Let's Connect online questionnaire
  July 7: Parks and Trails Commission Meeting, motion to make recommendation to City Council
- **Outreach Methods and Results:**
  Let's Connect Questionnaire results: 338 total community responses
  1. Red Oak Community Center- 162 (47.9%)
  2. Redmond Senior & Community Center- 133 (39.3%)
  3. Downtown Redmond Senior & Community Center- 43 (12.7%)
- **Feedback Summary:**
  Red Oak Community Center was the majority favorite by the Redmond community with 162 votes, 47.9%.

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

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

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Permanent signage packages cannot be finalized until the name is chosen. Postponing this decision would cause potential signage delays for the new facility.

ANTICIPATED RESULT IF NOT APPROVED:

Permanent signage packages cannot be finalized until the name is chosen. Postponing this decision would cause potential signage delays for the new facility. Additionally, staff would need to conduct another community assessment for naming the new community center. This would require additional staff, resources, and impact the timeline on the project. Per the Resolution, the name must be approved by City Council.

ATTACHMENTS:

Attachment A: Resolution No. 1516
Attachment B: RSCC Questionnaire Response Report
Attachment C: Why Red Oak

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, REPEALING RESOLUTION NO. 874, RELATING TO THE NAMING OF PUBLIC PARKS AND PARK AND RECREATION RELATED FACILITIES, AND ADOPTING THIS RESOLUTION IN ITS PLACE TO REFLECT CITY COUNCIL DESIRE TO RECOGNIZE UNUSUALLY OUTSTANDING LIFETIME SERVICE

WHEREAS, the City Council adopted Resolution No. 874 on September 12, 1991, which established policies and procedures related to the naming of public parks and recreation related facilities; and

WHEREAS, the City Council believes that the designation of names for public parks and park and recreation facilities should be approached cautiously, with deliberation and forethought; and

WHEREAS, the City Council further believes that setting forth by resolution of policies and procedures relating to the naming of public parks and park and recreation facilities is in the public interest; and

WHEREAS, the City Council desires to recognize unusually outstanding lifetime service and to allow the City Council to waive the two-year waiting period provided by the resolution under certain circumstances.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. It is the policy of the City of Redmond to choose names for public parks and park and recreation facilities based upon the site's relationship to the following criteria:

1) Neighborhood, geographic or common usage identification;
2) A natural or geological feature;
3) An historical figure, place, event or other instance of historical or cultural significance;
4) An individual (living or deceased) who has made a significant land and/or monetary contribution to the park system or who has had the contribution made "in memoriam"; and when the name has been stipulated as a condition of the donation;
5) An individual who has contributed outstanding civic service to the City of Redmond and who has been deceased for a period of at least two years.

In the case of unusually outstanding service over at least fifteen years, City Council may waive the two-year waiting period by a super-majority (5/7) vote.

Section 2. The City Council shall designate the names of public parks and park or recreation facilities. The City Council shall make its selection after receiving a recommendation from the

Redmond Parks and Trails Commission, based upon public input from individuals and organizations. If a contest or competition is to be held to determine the name of a park or recreation facility, the Parks and Trails Commissioners shall establish guidelines and rules for the contest.

Section 3. A park's interior features and/or facilities may have names other that of the entire park. These names are subject to criteria designated in Section 1 above.

Section 4. A name once adopted should be bestowed with the intention that is will be permanent, and changes should be strongly resisted.

Section 5. Following selection of a park or park and recreation facility name by the City Council, the Parks and Recreation Department will identify the specific park or facility by appropriate signing specifying the name.

ADOPTED by the Redmond City Council this _____ day of _____ _____, 2019.

APPROVED:

_____
JOHN MARCHIONE, MAYOR

ATTEST:

_____
MICHELLE M. HART, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

Share Your Thoughts on Naming the Community Center

SURVEY RESPONSE REPORT

31 May 2022 - 30 June 2022

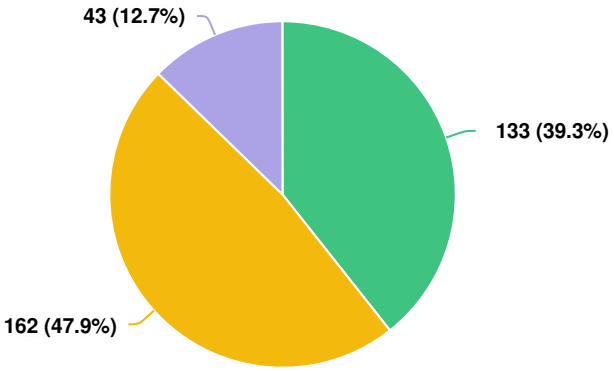
PROJECT NAME:

Naming the New Redmond Community Center

BANG THE TABLE engagementHQ

SURVEY QUESTIONS

Q1 Which of the following names is your favorite for the new senior and community center?



Question options

- Redmond Senior & Community Center
- Red Oak Community Center
- Downtown Redmond Senior & Community Center

Optional question (338 response(s), 4 skipped)
Question type: Radio Button Question

Q2 Please tell us more about your favorite name.

JNFirth
6/04/2022 07:33 PM

It is simple and defines the Redmond community.

Anonymous
6/06/2022 09:14 AM

Red oaks aren't native here, so that seems like a very odd choice, even if there is a red oak that was incorporated into the landscaping. "Downtown" in the name implies that there is more than one Senior and Community Center. Redmond Senior & Community Center is easy to remember and fully descriptive.

Anonymous
6/06/2022 09:17 AM

It gets to the point the about what it is. I feel its important the word "senior" is part of the name.

Anonymous
6/06/2022 09:21 AM

I feel that is what most folks will call it anyway... The Oak concept is good, but the RedOak name is confusing...

Anonymous
6/06/2022 09:47 AM

It has historical meaning and that makes it special and unique to our community!

Anonymous
6/06/2022 09:47 AM

Marchione Community Center Doreen and/or John

Anonymous
6/06/2022 09:55 AM

It's different And it's not--- The Redmond Senior Center

Anonymous
6/06/2022 09:58 AM

If the Red Oak ever ages out, the name would be a fantastic rememberance while a new sapling is planted and grown to replace it.

Anonymous
6/06/2022 10:06 AM

I like Downtown in the name because it distinguishes it from the Marymoor Community Center (and a future Overlake Community Center?), but the Downtown Redmond Senior & Community Center is just too long. Seniors are members of the community, so I am not clear why they need to be specified in the name. I also like the historical and nature-focused aspect of the Red Oak.

Anonymous
6/06/2022 10:24 AM

Fewer words, and has the name “Redmond”

Anonymous
6/06/2022 10:26 AM

I think there's value in simplicity. How about just Redmond Community Center? Seems redundant to add the word "Senior", since Seniors are part of the community.

Anonymous
6/06/2022 10:30 AM

Since seniors have been the most impacted by the closure and have given up the most by the forced consolidation of their space with the general public, this name gives a well deserved nod of respect to seniors who are constantly mocked by younger generations of the city.

Anonymous
6/06/2022 10:54 AM

Simple and straightforward

Anonymous
6/06/2022 11:45 AM

I think the name should reflect aspects of the native environment to maintain that connection back to place.

Anonymous
6/06/2022 11:46 AM

I like that it focuses on the central location and includes the city name so it is clear where it is.

Anonymous
6/06/2022 12:10 PM

It's in Redmond and it's for senior citizens

Anonymous
6/06/2022 12:44 PM

History in the local flora, more interesting than the others.

Anonymous
6/06/2022 12:46 PM

As we, too, have a huge landmark red oak tree gracing our back yard, I know that even such mighty beings are not immortal. In a time of climate change our tree, and the one on the city campus, could be history long before the new building is old. So, since I find my actual favorite name to be too ephemeral, I favor the most descriptive alternate name. I very much hope Redmond will find ways to maintain other general community and/or senior centers, and maybe a center for the arts (I'm a singer, musician, poet and writer, and would take up visual art again if I could afford studio space) in other parts of our city. Such facilities are key to what makes life here truly civilized.

Anonymous
6/06/2022 01:13 PM

"Downtown" specifies the location and leaves room for more potential community centers in the future. This also allows for it not to be confused with the Marymoor community center and other centers. This helps in word of mouth reference

Anonymous 6/06/2022 02:08 PM	If we ever plan to have more than one community center, I suppose it would be better to name it "Downtown Redmond Senior & Community Center," but since that's very unlikely, the "downtown" part isn't needed.
Anonymous 6/06/2022 02:25 PM	I propose a different name: find the name of a (current or past) female elder of the local Native American tribe and name it after her. Will give due regard to the original people who lived on the land where the community center will sit.
Anonymous 6/06/2022 03:39 PM	It is simple and clear to its purpose - especially for the "seniors"
Anonymous 6/06/2022 05:05 PM	Liked moving away from a traditional name that includes "senior" and love the nod towards a beloved landmark. But also love how the oak represents honor, nobility, wisdom and longevity like our older citizens of the city
Anonymous 6/06/2022 07:07 PM	The other 2 are too basic
Anonymous 6/06/2022 07:57 PM	It epitomizes the KISS approach: Keep It Simple Stupid. It is what it is!
Anonymous 6/06/2022 08:16 PM	Basic and descriptive. It will be called this regardless so it is less confusing to make it official.
Anonymous 6/06/2022 08:19 PM	Embraces the environment/community better and honors how our area is nature focused. It is also less generic than the other choices. I love how the nearby tree would be highlighted by the community center name--it is one of my favorite things at holiday lights to see the red oak drip with white lights.
Anonymous 6/06/2022 08:55 PM	Sounds cooler
Anonymous 6/06/2022 09:14 PM	More poetic than the other two, which are, frankly, boring.
Anonymous	Either Red Oak or Downtown is fine, but if you name it just Redmond,

6/06/2022 09:27 PM

it'll be confused with the Redmond Community Center by Marymoor Park.

Anonymous
6/06/2022 09:32 PM

I love the big trees around the center. I love trees. Also please plant more trees around the community center to replace the ones that have to be cut down. :(

Anonymous
6/06/2022 10:34 PM

It's the only one with character

Anonymous
6/06/2022 10:41 PM

Seniors are part of the community. Rather than showing a duality of purpose in the space, the two of these options create a divide. Plus, they are clumsy and will never be used in their entirety by citizens. Red Oak is cleaner and easier to say and remember.

Anonymous
6/06/2022 10:52 PM

It's the least boring

Anonymous
6/06/2022 11:07 PM

It has a down-home community ring to it. I love the nod to a neighbor, a living symbol of thrival. Communities have gathered around special trees throughout the world for as long as there have been communities.

Anonymous
6/06/2022 11:18 PM

I'm sure I'd end up calling it "the downtown community center" even if it isn't formally called that, to differentiate from the community center near Marymoor.

Anonymous
6/06/2022 11:32 PM

Short and easy to remember

Anonymous
6/06/2022 11:40 PM

Best friends forever community center

Anonymous
6/06/2022 11:46 PM

If it's not named Red Oak Comm. Center, I'd like: The senior center to be named Red Oak Senior Center and the Community Center to be named "Downtown Community Center."

Anonymous
6/07/2022 12:00 AM

Including senior in the name makes it feel less like a community center and more like a place just for seniors.

Anonymous
6/07/2022 01:19 AM

Simple and easily searchable. While Red Oak Community Center has a better acronym (ROCC), it might be confusing for people to find if they hear about it through posters or links or conversations. WSCC is famous and great and RSCC can be too!

Anonymous
6/07/2022 01:27 AM

Ranked choice voting

Anonymous
6/07/2022 02:59 AM

It sounds cool and it’s a nod to nature.

Anonymous
6/07/2022 05:38 AM

The others are dull official names. Besides, people need a short 'nickname' to call the facility if they go there a lot.

Anonymous
6/07/2022 06:24 AM

The name says it all.

Anonymous
6/07/2022 06:26 AM

Downtown Redmond Senior & Community Center is both straight to the point, but also hints at the location. 30+ years from now if Redmond wanted to build another senior & community center in another part of the city, it will be easy to name the new one without making it confusing which one is which.

Anonymous
6/07/2022 06:36 AM

It's in Redmond, and it is for Seniors. 2nd choice - where is Red Oak? and 3rd choice - it limits it to just downtown instead of all of Redmond.

Anonymous
6/07/2022 06:51 AM

I’d prefer the shorter Redmond Community Center

Anonymous
6/07/2022 07:35 AM

I want to acknowledge the senior center which is being replaced. I also like that it describes it's function.

Anonymous
6/07/2022 08:00 AM

Straightforward. Red Oak needs too much explanation, and Downtown is only important if there is also another location.

Anonymous
6/07/2022 08:06 AM

It's not really in downtown, and it has nothing to do with Red Oaks. Besides, it's a senior community center and it should say that

Anonymous 6/07/2022 08:10 AM	it tells what it is
Anonymous 6/07/2022 08:21 AM	If you leave Senior in the name, people will think it’s only for seniors
Anonymous 6/07/2022 09:04 AM	Redmond is a great city that welcomes all and cares about preserving nature and incorporating the oak tree in the name is so apt.
Anonymous 6/07/2022 09:12 AM	I love the image that Red Oak brings. It's less sterile than the others.
Anonymous 6/07/2022 09:27 AM	I like a more generic name that is not a mouthful
Anonymous 6/07/2022 09:55 AM	Sounds like a brand name and a fancy community center
Anonymous 6/07/2022 10:12 AM	Red stands for Redmond and Oak trees are known for their massive heights. The name sounds more inclusive to all age groups.
Anonymous 6/07/2022 10:16 AM	This highlights the center place in the enlarging city and differentiates from other centers like Marymoor, like bulls-eye.
Anonymous 6/07/2022 10:17 AM	It is the only creative name, that isn't just a description.
Anonymous 6/07/2022 10:17 AM	In the future, this will help distinguish between multiple community centers.
Anonymous 6/07/2022 10:33 AM	When I see the “Senior” in the name, it sounds like it’s only for seniors and excludes other age groups
Anonymous 6/07/2022 10:51 AM	It's more inviting to non-seniors to not put senior in the name. Also everything in Redmond says Redmond on it. Red Oak is more interesting and unique,
Anonymous 6/07/2022 10:58 AM	It has some flair to it

Anonymous
6/07/2022 11:01 AM

This option most clearly designates the facility's function.

Anonymous
6/07/2022 11:04 AM

Red Oak has more character, and is easy to abbreviate and refer to in conversation

Anonymous
6/07/2022 11:31 AM

Anything without the word Senior. I understand there is a senior wing, and that is great, but the name of the center should be simple and doesn't need to call out the seniors specifically.

Anonymous
6/07/2022 11:32 AM

I think it brings a lot more character to the center than a bland name merely describing who it's for. Also, I wonder if this will make the larger community feel more welcome since some may be dissuaded by Senior being in the name. Of course the opposite could also be true - seniors could feel like it's less for them.

Anonymous
6/07/2022 11:42 AM

I love the connection to the beloved tree and the name conveys warm and welcoming vibes

Anonymous
6/07/2022 11:51 AM

I think it's concise and descriptive of the function/purpose of the facility.

Anonymous
6/07/2022 12:33 PM

Redmond Senior and Community Center speaks to the dedicated space for seniors and community. Nobody wanted to see the Senior Center close- but now the community gets a shared space for all generations and the name should celebrate that.

Anonymous
6/07/2022 01:20 PM

It is perfect name.

Anonymous
6/07/2022 01:43 PM

Keeping in touch with the literal roots of Redmond

Anonymous
6/07/2022 03:11 PM

Reddy McRedmond wasn't available.

Anonymous
6/07/2022 03:27 PM

I prefer this, otherwise unincorporate Redmond might feel excluded.

Anonymous
6/07/2022 03:31 PM

This name easily identifies location for anyone searching community centers on the east side. This named reflects that this community center was designed and built with input from Seniors and all community members and substantially is financed by monies from prior Redmond Senior Center funds and I suspect insurance from it's demise. The name retention of "Senior" conveys the ongoing commitment of 25+ years of Redmond City to Seniors and activities and PLACE (Third Place for Seniors) and the design and features reflects the inclusiveness of COMMUNITY in fact and word as we grow.

Anonymous
6/07/2022 03:36 PM

My eyes went right to this name.t says it all.

Anonymous
6/07/2022 03:40 PM

Is this a center for all ages or not? If you call something a senior center, I'm not going to bring my kids there. Adding "& community" doesn't really clear it up.

Anonymous
6/07/2022 03:45 PM

I like how the name relates to scenery and nature rather than its given purpose.

Anonymous
6/07/2022 03:54 PM

Please add a board for the public to identify the heritage oak tree! Would love to see that just off the trail

Anonymous
6/07/2022 04:09 PM

Keep it simple and make use of the established naming history of the site and its function.

Anonymous
6/07/2022 04:13 PM

I like that it just says "community" (which implies that seniors are included too)

Anonymous
6/07/2022 04:27 PM

Seniors are part of the community. By singling them out in the name, it infers that they are separate from the community. I prefer unifying the community rather than segregating and differentiating. I would have loved any of the options as a "Multi-Generational Community Center"

Anonymous
6/07/2022 04:56 PM

Red Oak Community Center - This is my favourite name simply because this tree is a such an integral part of Redmond Lights which is an event that truly brings the community together. If named this it would be a frequent reminder throughout the year of the gathering of friends, family, and neighbours that the people of Redmond

experience each year at the tree lighting and luminary walk.

Anonymous
6/07/2022 06:33 PM

It’s a community center. Seniors are just part of the community. There’s no need to include the word geezer

Anonymous
6/07/2022 06:35 PM

The House of Redmond

Anonymous
6/07/2022 06:41 PM

These name choices are lame.

Anonymous
6/07/2022 07:19 PM

Is this a place just for seniors? You mentioned the new community center...sounds like it is for everyone??

Anonymous
6/07/2022 08:15 PM

It is short and direct, and can easily have the acronym RSCC

Anonymous
6/07/2022 08:32 PM

As a near-senior myself, I appreciate the inclusion of seniors in the name. However, it feels like it excludes younger people. When attending events at the previous "senior center" downtown with my son, it always felt like we were taking space away from the seniors that the center was apparently set up for. Seniors are part of the community, just like everyone else, so "Community" is inclusive of them. Also, with parents in their 70s and 80s and me nearing 60, I can tell you that the only time older people actually ENJOY hearing the word "senior" is when it's followed by "discount." I can't imagine many older area residents will feel a loss if that is dropped.

Anonymous
6/07/2022 08:53 PM

I think you folks should call it the “Redmond Cool Zone”. It sounds cooler.

Anonymous
6/07/2022 10:18 PM

I like the abbreviation of ROCC

Anonymous
6/07/2022 10:24 PM

Clear and simple.

Anonymous
6/07/2022 10:35 PM

It’s suit the old name and the modern downtown

Anonymous 6/08/2022 05:55 AM	I like that it is more unique
Anonymous 6/08/2022 07:45 AM	The name includes all ages and not only seniors
Anonymous 6/08/2022 07:51 AM	Gives options for new locations on the plateaus or rose hill by specifying
Anonymous 6/08/2022 08:13 AM	This covers if another is ever built in East Redmond where there is so much growth and speaks to where it is and what it is.
Anonymous 6/08/2022 08:56 AM	I like the sentiment and preservation of the tree, as well as it’s sense of place, life and permanence.
Anonymous 6/08/2022 09:40 AM	sounds welcoming by connecting to PNW
Anonymous 6/08/2022 09:50 AM	I like the specificity of the name. But I also really like the Red Oak Community Center name.
Anonymous 6/08/2022 10:43 AM	It's short & to the point.
Anonymous 6/08/2022 10:46 AM	I like this name because it is what this project has been called since its inception.
Anonymous 6/08/2022 10:46 AM	If it is really for everyone, why put the word senior in the name?
Anonymous 6/08/2022 11:16 AM	Each of these names has shortcomings: 1. "Redmond Senior & Community Center" makes it sound like it's primarily a senior center, with the community aspect as a secondary feature. Considering there are more non-seniors than seniors in Redmond, and thus the center is more likely to have more non-senior users than senior users, it would more correctly be named the Redmond Community & Senior Center. 2. "Red Oak Community Center" is confusing. Not enough people know about that tree, and you'd be naming an indoor facility for something that's outdoors. 3. "Downtown Redmond Senior & Community Center" makes it sound like it's closer to Downtown Redmond than it actually is. I'd suggest going with either "Redmond

	Community & Senior Center" or name it after someone who has achieved great things for Redmond, like the "So-and-so Community & Senior Center of Redmond".
Anonymous 6/08/2022 11:23 AM	I like the idea of a heritage tree - it grounds the name of the community center
Anonymous 6/08/2022 12:16 PM	I like that the name is specific and helps folks find the community center.
Anonymous 6/08/2022 12:50 PM	I like Redmond Red Oak Senior & Community Center the best.
Anonymous 6/08/2022 12:59 PM	I like the directness and it's also been the name the city has been using already in engaging the community on the project
Anonymous 6/08/2022 01:00 PM	Feels intentional and not as utilitarian
Anonymous 6/08/2022 01:29 PM	This name is more familiar to those who frequented the previous senior center and that the location has not substantially changed.
Anonymous 6/08/2022 01:38 PM	I like the Red Oak Senior & Community Center name because it’s more personal and will tie a bit of history into the building.
Anonymous 6/08/2022 01:41 PM	The truth is that it is really a community center not a senior center.
Anonymous 6/08/2022 01:44 PM	The name I prefer is enough and says it all. I don't care for the other suggestions. More than a name or anything else about this center, I care more that it has sufficient accessible gender neutral/non-binary bathrooms. I genuinely care that this is so, as this make the facility more welcoming and inclusive to those who are other gendered.
Anonymous 6/08/2022 01:48 PM	It is simple, concise, and accurately describes what the center is for.
Anonymous 6/08/2022 02:38 PM	It's not really a serene Senior Center for us. It would be a misnomer to name it as such.

Anonymous
6/08/2022 03:12 PM

* Redmond Senior & Cultural Center

Anonymous
6/08/2022 03:34 PM

Because this is really the only community center of significant size for the community to use, I don't believe it should have Senior Center in the title as it is exclusionary. Aren't the seniors part of the community? I am disappointed that the childcare room was eliminated from the area near the fitness center.

Anonymous
6/08/2022 03:41 PM

It’s a short name and can be shortened even further to just Red Oak in casual conversation. I also like that it has a natural, site specific reason for the name and that the tree is already used for community activities.

Anonymous
6/08/2022 04:00 PM

Explains exactly what it is for and in which city. Nice and simple!

Anonymous
6/08/2022 04:05 PM

When I hear Senior Center, even if it’s senior and community center, I automatically think it’ll be for older folks. Red Oak is more general and just sounds lovely.

Anonymous
6/08/2022 05:07 PM

I would prefer if you removed the “Senior” part because it sounds less inclusive. “Downtown Redmond Community Center” would be easier to say but also descriptive and just as inclusive.

Anonymous
6/08/2022 05:26 PM

need unique name for the place!

Anonymous
6/08/2022 06:01 PM

The name gives an idea of the type of activities you can expect to take place at the center. Red Oak does not mention seniors or Redmond. The word Downtown might imply that the center is only for downtown residents. The Downtown Redmond Senior and Community Center lets residents, (especially new residents) what they can expect at the center.

Anonymous
6/08/2022 06:16 PM

Center for the Temporally Advanced

Anonymous

Red oak doesn’t sound like a redmond community center. Sounds

6/08/2022 07:30 PM

like a private retirement community

Anonymous
6/08/2022 07:36 PM

Redmond Senior & Community Center : Short, sweet, nothing missing or extra. Red Oak could be in Texas or where ever Downtown is extra, unnecessary and implies this is a Downtown facility rather than an inclusive Redmond facility

Anonymous
6/08/2022 07:52 PM

I think “Seniors” should be the focal point in the name itself. Wasn’t the intent for the building to be for seniors in the beginning?

Anonymous
6/08/2022 08:05 PM

Anonymous
6/08/2022 08:08 PM

Leave “senior” out of the name.

Anonymous
6/08/2022 08:13 PM

These are the choices???

Anonymous
6/08/2022 08:44 PM

IMO... "senior" context implies it's really just for them and the vibe.😴 If the facility is really intended to be mix use consistently, brand it community center. Think about how people will inevitablity abbreviate the name. "Downtown " choice seems unnecessary long - speak it three times or text it 😮.

Anonymous
6/08/2022 09:17 PM

I liked it because it reminds me of the old Redmond Senior Center

Anonymous
6/08/2022 09:22 PM

Succinct, clear identification.

Anonymous
6/08/2022 09:27 PM

It focuses on community. Many “seniors” don’t like that term.

Anonymous
6/08/2022 09:37 PM

There’s only one Redmond Community Center. Let’s call it that.

Anonymous
6/08/2022 09:41 PM

I think putting senior in the name might put off young people from using it.

Anonymous 6/08/2022 09:46 PM	Explains what it is
Anonymous 6/09/2022 06:10 AM	The other two are boring and not significant. The last one makes no sense.
Anonymous 6/09/2022 07:31 AM	"Senior" feels a bit limiting and may turn younger folks away. Red Oak is interesting, new, and very Redmond-y.
Anonymous 6/09/2022 08:32 AM	It connects the old with the new, a beloved landmark that's been saved to coexist with the new. Please use this instead of overused generic city monikers.
Anonymous 6/09/2022 08:51 AM	I like names that honor our natural world
Anonymous 6/09/2022 09:33 AM	Easy to look up.
Anonymous 6/09/2022 12:21 PM	Please note the City has an adopted Park Naming Policy that must be followed when naming park and recreation facilities. I would also suggest you consider some of the City's historical names such as Melrose, Salmonberg, Squak, etc. Eliminate "Downtown" as we already have. . . "Downtown Park." Whatever the name seniors will call it the Senior Center and others will call it the Community Center. Maybe ask the Historical Society for names to link the past with the present. Thank you.
Anonymous 6/09/2022 01:05 PM	It refers to a brloved neighborhood landmark and doesn't lable the Center primarily for any group. Seniors will come regardless of the name but using "seniors" as part of the title may deter a younger crowd. BTW, I work with seniors for a living. Thanks for asking!
Anonymous 6/09/2022 01:40 PM	I like the sound of the name (rolls easily off tongue) and it has special meaning to the location.
Anonymous 6/09/2022 09:52 PM	Like the nod to a Redmond landmark. Less specific than other two options.
Anonymous	I don't like "Red Oak" since it makes it sound like it's private. I like

6/09/2022 11:51 PM	"Downtown Redmond" because it's more specific and makes it clear where it is and that it's open to the public
Anonymous 6/10/2022 06:59 AM	Keep the word ‘senior’ in there!
Anonymous 6/10/2022 01:44 PM	I like that it gives a nod to nature and references a heritage species that is part of the area’s history. Personally, I wish this name had also included ‘Senior’ as well as Community as I think it ties in well with the aspect of generations.
Anonymous 6/10/2022 02:28 PM	I love that Redmond's holiday tree is not a tradition evergreen Christmas tree. It is subtle statement of our openness to all. I also like this name because it does not single out any one group from the whole community as if they are a separate (exclusive) group.
Anonymous 6/10/2022 04:09 PM	Red Oak is my favorite tree!
Anonymous 6/11/2022 03:36 AM	Sounds more inclusive of all the city
Anonymous 6/11/2022 09:44 AM	I like the name as it celebrates nature and community.
Anonymous 6/11/2022 10:56 AM	I like the idea of naming the center after the Red Oak tree as it represents the idea of acorns to mighty trees, the way childhood to elder does.
Anonymous 6/11/2022 12:49 PM	It's simple and inclusive of the entire city.
Anonymous 6/12/2022 12:55 PM	It encompasses that it’s in Redmond the city, and it’s for the community! Name says it all!! Very apt!
Anonymous 6/12/2022 04:11 PM	I think it’s important to keep the historic “Senior”in the name, although the new center will be open to a broader age group. Redmond’s Senior center was perhaps the top senior program in the region and should be continued. The addition of the word “Downtown” seems to be unnecessary and too long.

Anonymous
6/12/2022 04:47 PM

I don't like the word 'senior' in the name because the center is for everyone and I think having senior could be off putting to some who want to partake in activities there, myself included. I am not a senior but old enough to feel self conscious if I referred to doing something at the senior center. I like the nod to the heritage tree.

Anonymous
6/12/2022 05:07 PM

Redmond is so spread out, I think it's important to recognize the historic downtown area whenever possible.

Anonymous
6/12/2022 07:13 PM

Says exactly what it is.

Anonymous
6/12/2022 09:26 PM

It's simple and accurate.

Anonymous
6/13/2022 01:57 AM

This makes the most sense. Red oak isn't doesn't tell me it's in Redmond. Downtown is useless because there are no other senior centers in Redmond.

Anonymous
6/13/2022 10:43 AM

My suggestion would be to switch the order of the words to be: Redmond Community and Senior Center - RCSC for short

Anonymous
6/13/2022 04:26 PM

Made the most sense.

Anonymous
6/14/2022 05:00 PM

Redmond Community Center and Hub for Senior Activities and Services

Anonymous
6/15/2022 06:04 PM

I think “senior” should be included in the name.

Anonymous
6/16/2022 12:25 AM

Descriptive and lets people know where to find it and what it's for! Had not heard of the Red Oak prior to this survey,

Anonymous
6/16/2022 08:33 AM

Why: it's short (easy to say!) and it doesn't have the "Senior" word it - not sure why "Senior" is needed or emphasized. Are they a group that will have special privileges? Are they not part of the community? I like Red Oak also because it has a tie to the natural surroundings and anything related to trees is great! That's why we live in the NW!

Anonymous
6/16/2022 09:46 AM

I like Red Oak, but I feel proving place and audience info in the name is important. Why not Red Oak Downtown Senior and Community Center?

Anonymous
6/18/2022 06:06 AM

The reference to oak trees is a nice connection to Redmond history. It's important to stay connected to the community's history as we develop for the future.

Anonymous
6/18/2022 07:56 PM

Simple and does the job!

Anonymous
6/23/2022 03:48 PM

Short and nice

Anonymous
6/27/2022 09:28 AM

This name honors the seniors better than the other two. It was the seniors who built this town, lost its center due to neglect by city administrations, are being priced out of their homes by taxes while developers and tech get tax breaks. So putting their name first on a building that should essentially be for them, is the very least that should be done.

Anonymous
6/27/2022 09:35 AM

While I may still say, "I'm going over to the Senior Center," I love the tribute idea to that gorgeous old tree. It's a great landmark and I like the idea of a name that comes from our natural surroundings.

Anonymous
6/27/2022 09:49 PM

Downtown says that it is not up on Redmond Ridge or Education Hill.

Anonymous
6/28/2022 05:41 PM

Trees are a beautiful part of Redmond.

Anonymous
6/29/2022 12:58 PM

It encompasses both Senior and community. And as you've said " a place for all to recreate."

Anonymous
6/29/2022 02:59 PM

Redmond is growing at a rate that another community center will be needed, especially in the Overlake area. Designation of location is important.

Anonymous 6/29/2022 10:17 PM	Redmond Sammamish River Senior and Community Center. Named in honor of the rivers close proximity to the Center. Sammamish River provided resources to indigenous and pioneers to the Valley, Recreation, Habitat and Sustainable to the present diverse populations of today.
Anonymous 6/30/2022 12:31 AM	I don’t think it should have the word “senior” in the name if it isn’t soley a senior center!!!
Anonymous 6/30/2022 07:20 AM	Simple name and tells where exactly its located.

Optional question (182 response(s), 160 skipped)
Question type: Essay Question

Why Red Oak Community Center?

Red Oak Community Center is in recognition of the landmark oak tree located between the new community center and City Hall. The tree is a beloved landmark that has often been used for holiday tree lightings and other community events. There are at least 2 additional significant Red Oak trees on the site of the new community center as well.

Design Influence:

The main building entrance and welcome desk will face east and align with this landmark tree, expansive green space, and connections to transit and the rest of Redmond's municipal campus. During the Design Review Board (DRB) process, the architect explained that walls on the gym terrace were pushed back to provide for a proper response to the Heritage Tree (see Pictures 1 and 2).

Additionally, Opsis Architecture utilized the Red Oak as design inspiration for the kids zone space which looks out into the tree to create a "tree house" feel in the space. The screens surrounding the gymnasium were created artistically to have a similar treehouse effect – particularly when sunlight comes through them into the active recreation space.

From the beginning of the design, the community spoke to the importance of feeling as though the building was centered in the northwest. This landmark tree was a pivotal design point for the entire center and has helped to create the facility that we are building.

Picture 1. View from the Southeast with Red Oak Heritage Tree based on DRB input. Tree is not to scale.

Picture 2. Aerial view from the Southeast with Red Oak Heritage Tree. Tree is not to scale

Community Feedback from Questionnaire:

Overall, the community shared that they liked the name Red Oak Community Center because the name reflects a more inclusive space that welcomes and celebrates all ages. Additionally, it embraces connection and preservation to nature, demonstrates symbolism, and honors Redmond's history.

A few notable comments from community members:

- "The reference to oak trees is a nice connection to Redmond history. ***It's important to stay connected to the community's history as we develop for the future***."

- "Liked moving away from a traditional name that includes "senior" and love the nod towards a beloved landmark. ***But also love how the oak represents honor, nobility, wisdom and longevity like our older citizens of the city***."

- "I like the idea of naming the center after the Red Oak tree as it *represents the idea of acorns to mighty trees, the way childhood to elder does*."

- "Embraces the environment/community better and honors how our area is nature focused. It is also less generic than the other choices. *I love how the nearby tree would be highlighted by the community center name--it is one of my favorite things at holiday lights to see the red oak drip with white lights.*"

- "It has a down-home community ring to it. I love the nod to a neighbor, a living symbol of thriving. ***Communities have gathered around special trees throughout the world for as long as there have been communities***."

Additionally, there has been robust conversation around the word "senior" being incorporated into the permanent facility name. In the public feedback over 30 comments were received, including comments from seniors, that explicitly stated why they felt the word senior should not be included. The primary reason being that with "community center" in the name, it includes seniors as they are part of the community and this is meant to be a welcoming and inclusive space of all Redmond residents, regardless of age. Community members have also expressed during the community engagement portion of the design process since the temporary name was "Redmond Senior & Community Center" that this was a space only for seniors and did not feel included to participate.

Recommendation:

The Parks & Trails Commissions met on July 7, 2022, and passed a motion 4:3 to recommend the permanent name of Red Oak Community center to City Council for adoption, per Resolution No. 1516.