

City of Redmond



Agenda

Business Meeting

Tuesday, April 18, 2023

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralene 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

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: April 4, 2023, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for April 4, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, March 31, 2023](#)

[Payroll Check Approval Register, April 10, 2023](#)

[Check Approval Register, April 18, 2023](#)

3. [AM No. 23-047](#) Approval of an Interlocal Agreement with the City of Kirkland for 132nd Ave NE Corridor Wastewater Infrastructure

Department: Public Works

[Attachment A: Kirkland-Redmond 132nd Sewer ILA](#)

[Exhibit A - Map of 132nd Ave NE](#)

Legislative History

7/5/22

Committee of the Whole -
Planning and Public Works

referred to the City Council

4. [AM No. 23-048](#) Approval of the 4Culture Art Grant in the Amount of \$18,000

Department: Parks and Recreation

[Attachment A: 4 Culture Grant Contract](#)

Legislative History

3/28/23

Committee of the Whole -
Parks and Environmental
Sustainability

referred to the City Council

5. [AM No. 23-049](#) Approval of the FCS Group Contract, for the 2023 Development Services User Fee Study, in the Amount of \$203,790

Department: Finance

[Attachment A: Consulting Services Agreement](#)

[Attachment B: Consultant Scope, Schedule, and Fee](#)

Legislative History

4/11/23

Committee of the Whole -
Finance, Administration,
and Communications

referred to the City Council

6. [AM No. 23-050](#) Approval of Contract Modification with Axon Enterprise, Inc., through 2027

Department: Police

[Attachment A: Axon Enterprise, Inc. Estimated In-Car Camera costs](#)

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 23-051](#) Fourth Quarter 2022 Financial Report

Department: Finance

[Attachment A: Presentation](#)

2. Ombudsperson Report

March: Councilmember Khan

April: Councilmember Kritzer

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. SPC 23-028
Type: Minutes

Approval of the Minutes: April 4, 2023, Regular Meeting (recordings are available at [Redmond.gov/rctv](https://www.Redmond.gov/rctv))

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

Mayor Birney read the Poetry Month Proclamation into the record. Laura Da', Redmond's Poet Laureate, accepted the proclamation and spoke regarding a poetry walk.

ITEMS FROM THE AUDIENCE

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

- Rheya Molloy - gratitude for sustainability programs in the city and for taking concrete steps to help reduce climate change; and
- David Morton - greatest challenges facing Redmond and solutions including affordable housing, traffic congestion, environmental sustainability, education, and economic development.

CONSENT AGENDA

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

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: March 21, 2023, Regular Meeting

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187692 through #187709
#145528 through #146252
#1557 through #1561

\$4,065,709.31

CLAIMS CHECKS:

#444789 through #445025

\$2,521,175.39

2. Approval of Payroll/Direct Deposit and Claims Checks
3. AM No. 23-045: Approval of the Final Contract with Redtail, LLC in the Amount of \$1,961,146, and Acceptance of Construction of the Willows Road Culvert Replacement Project
4. AM No. 23-046: Acceptance of the 2021-23 Stormwater Capacity Grant Amendment

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Public Hearing: None

Staff Reports: None

Ombudsperson Report:

Councilmember Khan reported receiving resident contacts regarding: Focus Newsletter and meeting with Councilmembers around Redmond/Woodinville Road.

Councilmember Kritzer reported receiving resident contacts regarding: effects of growth in Redmond; Mayor's Salary; the State of the City recording; Teen Link; and a victim of domestic violence with an immigration issue.

Councilmember Carson reported receiving a resident contact regarding: street closures.

Councilmember Stuart reported receiving resident contacts regarding: tenant protections; Police Department award ceremony; and CERT training.

Councilmember Forsythe reported receiving resident contacts regarding: Minutes for the Salary Commission; state of the roads near Marymoor; election season requirements; and FBI cohort.

Councilmember Anderson reported receiving a resident contact regarding: park users to use a QR code for park counts.

Committee Reports:

Councilmember Stuart provided committee report:

- Committee of the Whole – Planning and Public Works; and
- King County's Growth Management Planning Council.

Councilmember Forsythe reminded members regarding document completion deadlines.

Mayor Birney stated that ballots will be arriving in the mail and the voting deadline.

Councilmember Anderson stated that it is Earth Week and provided a sample of recycled concrete.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 7:24 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: April 18, 2023



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. SPC 23-029
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 3/01 - 3/31/2023
Check Date: 3/31/2023

Check Total:	\$ -
Direct Deposit Total:	\$ 6,852.47
Wires & Electronic Funds Transfers:	\$ 3,192.36
Grand Total:	<u>\$ 10,044.83</u>

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

All Checks numbered through ,
Direct deposits number **146263** through **146270** , and
Electronic Fund transfe **1562** through **1562**
are approved for payment in the amount of **\$10,044.83**
on this **18 day of April 2023**.

Note:

DD #'s 146253 - 146262 used for special payroll adjustment run

City of Redmond
Payroll Final Check List
Pay period: 3/01 - 3/31/2023
Check Date: 3/31/2023

Total Checks and Direct deposit:	\$ 7,859.01
Wire Wilmington Trust RICS (MEBT):	\$ 2,185.82
Grand Total:	<u>\$ 10,044.83</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 3/16 - 3/31/2023
Check Date: 4/10/2023

Check Total:	\$ 59,168.12
Direct Deposit Total:	\$ 2,476,108.56
Wires & Electronic Funds Transfers:	\$ 1,625,132.90
Grand Total:	<u>\$ 4,160,409.58</u>

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

All Checks numbered **187710** through **187729** ,
Direct deposits numbe **146271** through **146998** , and
Electronic Fund trans **1563** through **1567**
are approved for payment in the amount of **\$4,160,409.58**
on this **18 day of April 2023**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 3/16 - 3/31/2023
Check Date: 4/10/2023

Total Checks and Direct deposit:	\$ 3,676,904.00
Wire Wilmington Trust RICS (MEBT):	\$ 483,505.58
Grand Total:	<u>\$ 4,160,409.58</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

I, Interim Finance Director, do hereby certify to the City Council, that the checks for the month of April 2023 are true and correct to the best of my knowledge.

DocuSigned by:


63E106A5C3D744A...

Kelley Cochran, Interim 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 445026 through 445235, and Wire Transfers are approved for payment in the amount of \$3,914,139.01. This 18th day of April 2023.

CITY OF REDMOND
CHECK APPROVAL REGISTER

04/05/2023

Check Number	Check Date	Vendor Name	Description	Check amount
445026	04/05/2023	911 Supply Inc	Uniforms and Uniform Accessories	\$677.96
445027	04/05/2023	A&M Tree Service NW Inc	Site Visits to NE 24th and NE 85th	\$770.70
445028	04/05/2023	AAR Testing Laboratory Inc	Pressure Reducing Valve Replacement Phase 2	\$288.00
445029	04/05/2023	Advance Marking Systems	Passport Radio Tages	\$1,925.42
445030	04/05/2023	All Battery Sales & Service Inc	Recycling Services	\$571.83
445031	04/05/2023	Alpine Products Inc	Traffic Marking Products	\$1,263.62
445032	04/05/2023	Amazon Web Services Inc	Amazon Web Services - Mar 2023	\$119.71
445033	04/05/2023	Aquatic Informatics Inc	Professional Services for Data Migration	\$4,800.00
445034	04/05/2023	Aramark Uniform Services Inc	Cleaning Services for Various Departments	\$111.58
445035	04/05/2023	AT&T Mobility	Mar 2023 Service for Planning	\$3,656.52
445036	04/05/2023	AT&T Mobility	Mar 2023 Service for Executive	\$762.20
445037	04/05/2023	AT&T Mobility	Mar 2023 Service for Parks	\$4,436.77
445038	04/05/2023	AT&T Mobility	Mar 2023 Service for Human Resources	\$256.75
445039	04/05/2023	AT&T Mobility	Mar 2023 Service for Council	\$256.75
445040	04/05/2023	AT&T Mobility	Mar 2023 Service for Finance	\$256.75
445041	04/05/2023	AT&T Mobility	Mar 2023 Service for Public Works	\$18,247.49
445042	04/05/2023	Badgleys Landscape LLC	Landscape at Various Locations - Feb & Mar 2023	\$27,379.84
445043	04/05/2023	Beacon Athletics LLC	Standard Fence Guard	\$4,591.18
445044	04/05/2023	BHC Consultants LLC	Sewer System Computer Modeling & Pump Station No.12 Rehabilitation	\$6,117.49
445045	04/05/2023	Bickford Motors Inc	Misc. Parts	\$420.54
445046	04/05/2023	Bud Clary Ford / Hyundai	Vehicle (2023 Ford F150)	\$56,018.14

Check Number	Check Date	Vendor Name	Description	Check amount
445047	04/05/2023	Canber Corp	Landscape Work at Various Locations	\$22,154.83
445048	04/05/2023	Car Wash Enterprises Inc	Car Wash Services - Jan & Feb 2023	\$422.00
445049	04/05/2023	Carolyn Garza LLC	Meeting Minutes Service - 02/22/2023	\$206.36
445050	04/05/2023	Cascade Columbia Distribution Co	Sodium Fluoride for Wells (No.1, No.2 and No.3)	\$6,077.52
445051	04/05/2023	Cascade Water Alliance	2023 Demand Share Conservation - Apr 2023	\$466,680.00
445052	04/05/2023	CDW Government LLC	Misc. Supplies	\$38,919.32
445053	04/05/2023	Cedar Grove Composting Inc	Arbor Mulch	\$1,893.72
445054	04/05/2023	Central Puget Sound Regional Transit	ORCA Card Expenses E-purse	\$2,271.75
445055	04/05/2023	Central Welding Supply Co Inc	Multimatic Welder Package	\$6,329.65
445056	04/05/2023	CenturyLink	Services - Mar 2023	\$58.77
445057	04/05/2023	Chevrolet Buick GMC of Bellevue Inc	Service on 2010 GMC Savana and 2003 Chevrolet Suburban	\$3,134.05
445058	04/05/2023	Cintas Corporation	Misc. Supplies for Fire	\$104.63
445059	04/05/2023	City of Bellevue	2023 Truck Academy	\$2,500.00
445060	04/05/2023	City of Redmond - CBRE Inc	Operating Expense - Mar 2023	\$52,912.56
445061	04/05/2023	Comcast Cable	Services - Apr 2023	\$586.75
445062	04/05/2023	Conservice Synergy	Hydrant Permit Reimbursement	\$3,475.88
445063	04/05/2023	Coral Sales Company	Misc. Parts	\$4,078.65
445064	04/05/2023	Cressy Door Company Inc	Service at Redmond Community Center Marymoor Village, Fire Station No. 13, and No. 34	\$10,846.69
445065	04/05/2023	Datec Incorporated	104 Laptops and USB Kit	\$411,339.11
445066	04/05/2023	De Jong Sawdust & Shavings	Mixed Shavings	\$779.92
445067	04/05/2023	Digital Paging Company	Repair Services	\$102.00
445068	04/05/2023	DKS Associates	Overlake Traffic Impacts	\$2,184.82
445069	04/05/2023	Dynamic Solutions Incorporated	Dynamics D365 Services - Jan to Mar 2023	\$31,200.00

Check Number	Check Date	Vendor Name	Description	Check amount
445070	04/05/2023	DZ Fitness	Services - Mar 2023	\$652.60
445071	04/05/2023	Electronic Business Machines	Kyocera Printer Overages at Various Locations - 02/23/2023 to 03/22/2023	\$542.87
445072	04/05/2023	Emerald Services Inc	Oil Services and Recycling Services	\$776.54
445073	04/05/2023	Entenmann-Rovin Company	Badges	\$680.50
445074	04/05/2023	EnviroTech Services Inc	De Icer with Boost	\$11,333.30
445075	04/05/2023	Evergreen Health	Based Rent for Paramedic - Apr 2023	\$1,500.00
445076	04/05/2023	Evolution Architecture LLC	City Hall Oversight	\$4,917.00
445077	04/05/2023	Fast Undercar Redmond	Misc. Parts	\$351.19
445078	04/05/2023	Fehr & Peers	Redmond 2050 Travel Demand Model	\$668.10
445079	04/05/2023	Fire Protection Inc	Service at Redmond Pool	\$252.29
445080	04/05/2023	FireFighter Inspiration Readiness and Education	Firefighter Training	\$34,287.15
445081	04/05/2023	Freightliner Northwest	Misc. Parts	\$59.77
445082	04/05/2023	Full Circle Environmental Inc	Commercial Recycling Outreach - Feb 2023	\$5,085.14
445083	04/05/2023	Gallagher Benefit Services Inc	Premiums - Apr 2023	\$428,914.00
445084	04/05/2023	Galls LLC	Uniform Supplies for Fire, and Water Repair Parts and Meters for MOC	\$1,301.20
445085	04/05/2023	Graybar Electric Co Inc	18 Street Lighting Fixtures	\$33,348.74
445086	04/05/2023	Greenbank Development	Completion of Record Drawing Process	\$15,000.00
445087	04/05/2023	Haley And Aldirch Inc	Peer Review Deposit Refund	\$3,271.43
445088	04/05/2023	HD Fowler Co Inc	Water Repair Parts	\$1,934.86
445089	04/05/2023	Helena's Cleaners	Uniform Cleaning for Police	\$745.37
445090	04/05/2023	Herrera Environmental Consultants Inc	Redmond Paired Watershed Study and Tosh Creek Project	\$54,361.00
445091	04/05/2023	Honey Bucket	Portable Toilet at Anderson Park	\$226.50
445092	04/05/2023	InLife Clinic LLC	Police Services - Jan 2023	\$2,756.25

Check Number	Check Date	Vendor Name	Description	Check amount
445093	04/05/2023	Jason Archer	Cash Bond Refund	\$2,400.00
445094	04/05/2023	Joeleta Martin	Exercise and Fitness Program	\$594.00
445095	04/05/2023	Johansen Construction Company Inc	NE 40th St Shared Use Path Refund	\$32,954.99
445096	04/05/2023	Keeney's Office Supply Inc	Copy Paper for City Wide	\$541.75
445097	04/05/2023	King County	Fire Station No.14 and No.18 Trailers Refund	\$39,960.00
445098	04/05/2023	Kirkland Automotive Holdings II LLC	Service on 2016 Ford F250 and 2017 Ford Explorer	\$2,194.82
445099	04/05/2023	Landau Associates Inc	Winter 2023 Semi-annual Groundwater Sampling	\$18,313.51
445100	04/05/2023	LexisNexis Risk Solutions	Desk Officer Reporting System Renewal	\$11,169.85
445101	04/05/2023	Life Assist Inc	Medical Supplies for Fire ALS & BLS	\$198.97
445102	04/05/2023	LN Curtis & Sons	Bunker Gear for Fire and Uniforms for Police	\$6,674.88
445103	04/05/2023	Malgorzata Turek	Horse Purchase for Farrel-McWhirter Park	\$5,000.00
445104	04/05/2023	McKinstry Co LLC	Heating, Ventilation & Air Conditioning (HVAC) Repairs at Redmond Community Center and Parks Ops Building	\$4,074.59
445105	04/05/2023	McNichols Company	Galvanized Wire Mesh	\$5,810.15
445106	04/05/2023	Midwestern Software Solutions LLC	TCLS Pro Software Annual Hosting & Support for 05/1/2023-04/30/2024	\$1,456.62
445107	04/05/2023	Minuteman Press of Redmond	Seasonal Hiring Signs, Printing and Mailing Services for Summer Camp, and Printing Services for Business Cards	\$6,218.53
445108	04/05/2023	Municipal Emergency Services Inc	Uniform for Fire	\$2,938.24
445109	04/05/2023	Napa Auto Parts AKA Genuine Parts	Misc. Parts	\$884.01
445110	04/05/2023	OEG Inc	Dispatch Work	\$422.78
445111	04/05/2023	Ogden Murphy Wallace PLLC	Legal and Retainer Services - Feb 2023	\$29,282.00
445112	04/05/2023	O'Reilly Auto Parts	Misc. Parts for Fire and Fleet	\$362.60
445113	04/05/2023	Otak Inc	Engineering Services at Wastewater Pump Station	\$38,356.27
445114	04/05/2023	Owen Equipment Co	Vactor Rental for Stormwater	\$660.60
445115	04/05/2023	Pacific Plants Inc	2023 Winter Trees	\$7,834.72

Check Number	Check Date	Vendor Name	Description	Check amount
445116	04/05/2023	Pape Material Handling Inc	Misc. Parts and Auto Supplies	\$105.86
445117	04/05/2023	Pierce County	Police Interceptor Training	\$1,060.00
445118	04/05/2023	Platt Electric Supply	Wire for Signals Work	\$1,206.28
445119	04/05/2023	Precision Press	Open House Postcards	\$759.28
445120	04/05/2023	Premier Polaris	2023 Polaris Sportsman 450 Utility ATV	\$10,448.20
445121	04/05/2023	Puget Sound Energy Inc	Services - Feb & Mar 2023	\$28,515.86
445122	04/05/2023	Quality Towing Inc	Towing Services for Fire	\$198.36
445123	04/05/2023	Redmond Postmaster	Postage for Paper Check Mailing	\$5,991.44
445124	04/05/2023	Redmond Postmaster	2023 PO Box Rental Fee	\$1,800.00
445125	04/05/2023	Reliance Fire Protection Inc	Sprinkler System Testing at MOC	\$1,968.09
445126	04/05/2023	Robert Half Technology	Temp Staff Services - J Walker	\$7,677.50
445127	04/05/2023	Romaine Electric	Misc. Parts for Fire	\$535.57
445128	04/05/2023	Safety Matters LLC	Competent Person Excavation & Trenching Training	\$1,225.00
445129	04/05/2023	San Diego Police Equipment Co Inc	Ammunition	\$24,199.98
445130	04/05/2023	Seattle Automotive Distributing Inc	Misc. Auto Parts for Fire & Fleet	\$539.53
445131	04/05/2023	Selectron Technologies Inc	2023 Selectron Interactive Voice Response Solutions Annual Renewal	\$19,267.50
445132	04/05/2023	SHI International Corp	Photoshop for Enterprise	\$597.16
445133	04/05/2023	Snapology of Eastside	Youth Recreational Programs	\$910.00
445134	04/05/2023	Sprague Pest Solutions	Pest Control at Various Locations	\$590.35
445135	04/05/2023	Staples Contract & Commercial Inc	Office Supplies for Police	\$91.64
445136	04/05/2023	Stryker Sales Corporation	Auto Supplies for Fire	\$466.72
445137	04/05/2023	System Incorporated	City Hall Cooling Tower Refurbishment	\$19,344.22

Check Number	Check Date	Vendor Name	Description	Check amount
445138	04/05/2023	T Mobile	Services - Mar 2023	\$1,196.60
445139	04/05/2023	Tanner Electric Cooperative	Services - 01/26/2023 to 03/27/2023	\$1,530.75
445140	04/05/2023	TEC Equipment Inc	Misc. Auto Parts for Fire	\$55.05
445141	04/05/2023	Technical Waterproofing Inc	Furnish and Install Caulking at the City Hall	\$30,552.57
445142	04/05/2023	Techpower Solutions Inc	Kingston 16GB Memory	\$99.09
445143	04/05/2023	The Goodyear Tire & Rubber Co	Misc. Parts	\$1,375.24
445144	04/05/2023	Turf Star Western	Misc. Parts	\$668.09
445145	04/05/2023	UE Medical Devices Inc	UE Scope Intubation	\$1,435.00
445146	04/05/2023	Washington State Dept of Ecology	2023 Stormwater Phase 2 - 2nd Half Fee Invoice	\$32,998.18
445147	04/05/2023	Washington State Dept of Revenue	Leasehold Tax Audit for 01/01/2019 to 12/31/2022	\$617.39
445148	04/05/2023	Washington State Dept of Transportation	WSDOT Design Review	\$1,149.90
445149	04/05/2023	Waste Management Northwest	Services - Mar 2023	\$14,917.37
445150	04/05/2023	WCP Solutions	Janitorial Supplies	\$13.94
445151	04/05/2023	Western Systems Inc	Alphacell Batteries	\$1,916.66
445152	04/05/2023	Wilder Environmental Consulting	Organics Recycling, Sustainable Living and Safer Household Choices Outreaches	\$7,380.84
445153	04/05/2023	Woodinville Water District	Services - 01/17/2023 to 03/21/2023	\$62.20
445154	04/05/2023	Zoom Video Communications Inc	Zoom Monthly Fee - 02/24/2023 to 04/23/2023	\$1,093.62
Total Checks:				\$2,247,018.93
Trans No.	Trans Date	Vendor	Description	
No Wire or ACH				\$0.00
Total Wire Transfers:				\$0.00
Voids Trans No.	Void Date	Vendor		
No Voided Checks				\$0.00
Total Voids:				\$0.00
Grand Total:				\$2,247,018.93

CITY OF REDMOND
CHECK APPROVAL REGISTER

04/12/2023

Check Number	Check Date	Vendor Name	Description	Check amount
445155	04/12/2023	911 Supply Inc	Uniforms and Uniform Accessories	\$726.16
445156	04/12/2023	Accurate Auto Body Inc	Service on 2019 Honda CRV	\$20,443.30
445157	04/12/2023	Advanced Traffic Products Inc	Bike Sign	\$709.26
445158	04/12/2023	AEGIS Engineering PLLC	Professional Fire Engineering Services	\$5,328.94
445159	04/12/2023	Alpine Products Inc	Misc. Parts	\$976.95
445160	04/12/2023	AT&T Mobility	Mar 2023 Service for Fire	\$4,497.81
445161	04/12/2023	AT&T Mobility	Mar 2023 Service for Police	\$8,277.80
445162	04/12/2023	Austin Henry	Property Damage Reimbursement	\$344.49
445163	04/12/2023	Bear Creek Interactive Inc	Ukulele Instructional Services	\$585.00
445164	04/12/2023	BHC Consultants LLC	Pump Station No.12 Rehabilitation	\$2,940.50
445165	04/12/2023	Blue Star Gas - Seattle	Fuel	\$721.25
445166	04/12/2023	Brenda Davis	Payment Correction	\$3.00
445167	04/12/2023	Buenavista Services Inc	Janitorial Cleaning Services - Mar 2023	\$31,062.00
445168	04/12/2023	Carolyn Garza LLC	Meeting Minutes Service - 03/23/2023	\$45.58
445169	04/12/2023	Catalyst Workplace Activation	Office Furniture	\$563.76
445170	04/12/2023	CenturyLink	Services - Apr 2023	\$58.49
445171	04/12/2023	CenturyLink	Services - Apr 2023	\$68.35

Check Number	Check Date	Vendor Name	Description	Check amount
445172	04/12/2023	Chanin Kelly-Rae Consulting	Services - Feb and Mar 2023	\$4,900.00
445173	04/12/2023	Conservation Technix Inc	Parks, Arts, Recreation, Culture, and Conservation (PARCC) Project	\$1,910.00
445174	04/12/2023	CSit Group	Certifitrac Software Annual Support	\$1,794.63
445175	04/12/2023	Daily Journal of Commerce Inc	Bid Advertisements	\$504.00
445176	04/12/2023	Dataquest LLC	Background Checks - Mar 2023	\$1,486.50
445177	04/12/2023	East King County Soccer Referees Association (EKCSRA)	Referees Service - Mar 2023	\$1,141.70
445178	04/12/2023	Electronic Business Machines	Kyocera Printer Maintenance (W2M7502128) - Mar 2023	\$827.24
445179	04/12/2023	Enso Center	Services - Mar 2023	\$822.50
445180	04/12/2023	Enviroissues Inc	Professional Service for Climate Grant Pilot Project	\$16,868.38
445181	04/12/2023	Fastenal Company	Vending Machine Material and Inventory Maintenance	\$110.13
445182	04/12/2023	Fehr & Peers	North South Corridors Study Phase 2	\$1,888.21
445183	04/12/2023	Fire Protection Inc	Service at Various Locations	\$3,152.27
445184	04/12/2023	Fire Tech	Wildland Training for Fire	\$8,250.00
445185	04/12/2023	Full Circle Environmental Inc	Professional Service for Sustainable Purchasing Policy and Construction Demolition Debris - Feb 2023	\$5,017.50
445186	04/12/2023	Galls LLC	Uniform Supplies for Fire	\$933.72
445187	04/12/2023	Generator Services NW LLC	2023 Quarterly Maintenance Services on 03/06-03/08/2023	\$2,630.93
445188	04/12/2023	Helena's Cleaners	Uniform Cleaning for Police	\$48.16
445189	04/12/2023	Horizon Distributors	Misc. Parts	\$287.58
445190	04/12/2023	HSO Enterprise Solutions LLC	D365 Support Services - Mar 2023	\$46,263.75
445191	04/12/2023	Johns Cleaning Service	Uniform Cleaning for Fire	\$420.24
445192	04/12/2023	Julie W Cauthorn	Classes - Mar 2023	\$1,300.00

Check Number	Check Date	Vendor Name	Description	Check amount
445193	04/12/2023	Keeney's Office Supply Inc	Copy Paper for City Wide	\$388.45
445194	04/12/2023	King County	Dept. of Adult & Juvenile Detention (DAJD) - Jan 2023	\$1,541.40
445195	04/12/2023	Lake Washington School District	2022 Lease Payment for Space at Old Redmond Schoolhouse	\$66,270.00
445196	04/12/2023	Level 3 Communications LLC	Long Distance and Internet Service	\$136.51
445197	04/12/2023	LexisNexis Risk Solutions	Digital Records Research for Police	\$220.20
445198	04/12/2023	LN Curtis & Sons	Small Hand Tools and Equipment, Bunker Gear for Fire and Uniforms for Police	\$25,742.79
445199	04/12/2023	Minuteman Press of Redmond	Printing and Mailing Services	\$2,591.09
445200	04/12/2023	Motley Zoo Animal Rescue	Refund of Partial Month Rent (Invoice No.3974)	\$1,241.94
445201	04/12/2023	Northwest Handling Systems	43 Ventilated Lockers Installation	\$34,427.50
445202	04/12/2023	O'Reilly Auto Parts	Misc. Parts for Fire & Fleet	\$569.34
445203	04/12/2023	Owen Equipment Co	Misc. Parts for Fleet	\$204.86
445204	04/12/2023	PalAmerican Security Inc	Mobile Patrol - Mar 2023	\$6,719.99
445205	04/12/2023	Pen-Link LTD	Geo Time Software Renewal	\$1,258.44
445206	04/12/2023	Perteet Engineering Inc	Design Phase of NE 70th Street	\$55,335.49
445207	04/12/2023	Precision Press	Complaint Forms for Police	\$94.69
445208	04/12/2023	Public Safety Testing	Pre-employment Exams	\$1,767.00
445209	04/12/2023	Puget Sound Energy Inc	Services - Mar 2023	\$55,066.30
445210	04/12/2023	Redmond United Methodist Church	School Break Food Box Program	\$17,194.46
445211	04/12/2023	Republic Services	Services - Mar 2023	\$96.80
445212	04/12/2023	Road Construction Northwest Inc	Construction Services at 152nd Main St	\$451,590.92
445213	04/12/2023	Robert Half Technology	Temp Staff Services for J Walker and L Kenner	\$23,295.00
445214	04/12/2023	Seattle Automotive Distributing Inc	Misc. Auto Parts for Fleet	\$115.06

Check Number	Check Date	Vendor Name	Description	Check amount
445215	04/12/2023	SHI International Corp	Microsoft Azure Overages - Jan 2023	\$15,568.60
445216	04/12/2023	Shred-It	Bio Waste Disposal (Account# 6030819)	\$271.81
445217	04/12/2023	Sound Safety Products	City's Uniform Program	\$4,660.59
445218	04/12/2023	Sprague Pest Solutions	Pest Control at Various Locations	\$396.83
445219	04/12/2023	Springbrook Holding Company LLC	CivicPay Transaction Fee - Mar 2023	\$3,231.09
445220	04/12/2023	Staples Contract & Commercial Inc	Office Supplies for Police	\$225.47
445221	04/12/2023	StarChase LLC	Shot Box and Training Tags	\$2,054.28
445222	04/12/2023	Storm Lake Growers Inc	Douglas Fir	\$350.95
445223	04/12/2023	Street Cop Training LLC	Street Cop Training - Tuition	\$225.00
445224	04/12/2023	T Mobile	GPS Locate	\$100.00
445225	04/12/2023	Technical Systems Inc	Telemetry System Upgrade Phase 2 and 3	\$143,130.00
445226	04/12/2023	The Goodyear Tire & Rubber Co	Tires and Services	\$585.72
445227	04/12/2023	The Seattle Times	Legal Notices and Classified Ads - Mar 2023	\$355.04
445228	04/12/2023	Transpo Group	Consulting Services for Road Safety and Act Project	\$725.00
445229	04/12/2023	United Parcel Service	Shipping Services	\$120.00
445230	04/12/2023	Washington State Office of Treasury (Permit Fees)	Q1 2023 Building Code Council Permit Fees	\$2,759.00
445231	04/12/2023	WCP Envelope LLC	Envelopes for Prosecutor	\$146.10
445232	04/12/2023	WCP Solutions	Janitorial Supplies	\$1,478.37
445233	04/12/2023	Webcheck Inc	Webcheck Services - Mar 2023	\$524.08
445234	04/12/2023	Workterra	Benefits Management System	\$6,079.00

Check Number	Check Date	Vendor Name	Description	Check amount
445235	04/12/2023	Ziply Fiber	Services - Apr 2023	\$948.48
Total Checks:				\$1,107,713.72
Trans No.	Trans Date	Vendor	Description	
Wire	04/06/2023	Premera	Medical Claims for 03/26-3/31/2023	\$394,048.50
Wire	04/13/2023	Premera	Medical Claims for 04/01-04/08/2023	\$165,357.86
Total Wire Transfers:				\$559,406.36
Voids Trans No.	Void Date	Vendor		
No Voided Checks				\$0.00
Total Voids:				\$0.00
Grand Total:				\$1,667,120.08

Summary

04/05/2023 Ck Run	\$2,247,018.93
04/12/2023 Ck Run	\$1,107,713.72
Wire Transfers	\$559,406.36
Voids	\$0.00
Total	\$3,914,139.01



Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. AM No. 23-047
Type: Consent Item

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

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

Public Works	Andy Rheume	Utilities Operations Manager
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TITLE:

Approval of an Interlocal Agreement with the City of Kirkland for 132nd Ave NE Corridor Wastewater Infrastructure

OVERVIEW STATEMENT:

The 132nd AVE NE corridor is the border between Redmond and Kirkland and has limited wastewater infrastructure. Approval of this Interlocal Agreement would allow for the two cities to work together to provide cost effective wastewater service to the corridor.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond General Sewer Plan, RMC 13.36
- **Required:**
Interlocal agreements are required to be approved by the Council.
- **Council Request:**
N/A
- **Other Key Facts:**
132nd Ave NE corridor is prime for redevelopment. Redmond and Kirkland need to design the wastewater infrastructure for the corridor to accommodate growth.

OUTCOMES:

The City will benefit from streamlining the process of approving wastewater extensions and connections, which

currently require review and approval of individual connections via interlocal agreement with both cities. The cities will have an agreed upon wastewater infrastructure that serves the entire corridor instead of two systems, which reduces unnecessary redundancy and cost.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
The development community is very interested in the cities establishing a clear wastewater infrastructure plan and has been in contact with both cities.

BUDGET IMPACT:

Total Cost:

\$90,000 (\$45,000 reimbursed by Kirkland)

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

Budget Offer Number:

147

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

Wastewater Utility

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/5/2022	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Since meeting with City Council on July 5, 2022, Redmond staff have been working with Kirkland staff to agree on the attached version of the ILA.

ANTICIPATED RESULT IF NOT APPROVED:

Each wastewater connection will continue to require an individual interlocal agreement and uncertainty of wastewater infrastructure build out will continue to cause delays to developers and staff for both cities.

ATTACHMENTS:

Attachment A - Interlocal Agreement for 132nd AVE NE Corridor Wastewater Infrastructure

Attachment B - Exhibit A - Map of 132nd Ave NE Corridor

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF KIRKLAND AND REDMOND FOR SANITARY SEWER SERVICE IN THE 132ND AVENUE NE CORRIDOR

This agreement (“Agreement”) is made and entered into by and between the City of Kirkland and the City of Redmond, both Washington municipal corporations, for the purposes of coordinating efficient delivery of sanitary sewer service along a portion of the 132nd Avenue NE corridor.

RECITALS

Whereas, the 132nd Avenue NE right-of-way (the “Corridor”) is completely within the city limits of the City of Kirkland and owned and operated by Kirkland, and a portion of the Corridor abuts the city limits of the City of Redmond; and

Whereas, while each city has sanitary sewer infrastructure in or adjacent to the Corridor, but many parcels along the Corridor are not currently served by sanitary sewer service, and it is in the interest of both Kirkland and Redmond (collectively, “Cities”) to ensure that utility infrastructure in the Corridor is efficiently and sustainably planned; and

Whereas, the Cities strive to deliver efficient and cost-effective sanitary sewer infrastructure and service for their respective ratepayers, and coordinating infrastructure in the Corridor will reduce infrastructure overlap and cost for ratepayers in both Cities; and

Whereas, the Cities have evaluated an area along the Corridor and determined that certain current and future Kirkland sanitary sewer system customers (“Kirkland Customers”) and Redmond sanitary sewer system customers (“Redmond Customers”) would be served better by connecting their side sewers to the other City’s sewer system; and,

Whereas, the area evaluated along the Corridor is an area bordered approximately by 130th Avenue NE to the west, NE 116th Street to the north, 133rd Avenue NE to the east, and NE 60th Street to the south (see Exhibit A); and

Whereas, there are properties within Redmond’s service area that currently are being served and billed directly by Kirkland, and it is in the interest of both Cities to provide service to properties within their respective jurisdictions; and

Whereas, the Cities each are willing to convey the sewerage of the other city’s customers through their respective sanitary sewer systems, provided such conveyance does not burden ratepayers unreasonably.

Now, therefore, in consideration of the terms and conditions set forth below, the Cities agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize connections by Redmond sanitary sewer customers to Kirkland’s sanitary sewer lines in or adjacent to the Corridor, and to authorize connections by Kirkland sanitary sewer customers to Redmond’s sanitary sewer lines in or adjacent to the Corridor.

2. 132nd Corridor Sanitary Sewer Planning.

No later than December 31, 2024, the Cities will develop and complete a sanitary sewer area plan for the Corridor (“Basin Plan”) jointly. By this Agreement, each City’s Public Works Director (“Director” or “Directors”) is authorized to approve the Basin Plan. The Basin Plan will identify locations of future sanitary sewer extensions within the Corridor to serve future connections, with the goals being to minimize the overall funding required to serve the Corridor and to provide efficient and effective service. The final Basin Plan will establish the City that will own particular service extensions in the event such extensions are constructed and will identify the particular parcels expected to be served. The Cities agree to share the cost of the study 50/50.

3. Sanitary Sewer Construction and Connections.

A) Prior to completion of the Basin Plan, the Directors or their designees will work together in a timely manner to evaluate appropriate sanitary sewer extensions to support development in a manner that is consistent with the goals of this Agreement and the Basin Plan both as it is being developed and after its approval. Once approved, the Basin Plan will be used by both Cities as the General Sewer Plan for the Corridor. By this Agreement, the Directors are delegated the authority to review, negotiate, and approve, on behalf of their respective city, any sewer construction and connections in the Corridor, including agreements for sanitary sewer service outside their respective city’s limits as required by the respective municipal code, provided such construction and connections are consistent with this Agreement.

B) *Costs.* The future sanitary sewer infrastructure construction contemplated in or adjacent to the Corridor may be accomplished at the sole cost and expense of a developer or other third party. The Cities agree that, as between the two Cities, the City that will own sanitary sewer infrastructure assets after construction will pay for any related city costs of construction for those infrastructure assets.

C) Permitting.

- i. All construction in the Corridor will require necessary permits from Kirkland.
- ii. Any party constructing or connecting to Kirkland infrastructure must obtain any necessary permits from Kirkland to make the connection, and must obtain Kirkland’s approval of plans for the connection prior to any construction.
- iii. Any party constructing or connecting to Redmond infrastructure must obtain any necessary permits from Redmond to make the connection, and must obtain Redmond’s approval of plans for the connection prior to any construction.

4. Customer Accounts.

A) Sewer Service Provider.

- i. Kirkland Customers within the identified area of Kirkland’s service area shall at all times be Kirkland sanitary sewer customers and subject to Kirkland’s rates and charges, including connection charges. Redmond shall not bill any such Kirkland Customers directly for sanitary sewer service.

- ii. Redmond Customers within the identified area of Redmond's service area shall at all times be Redmond sanitary sewer customers and subject to Redmond's rates and charges, including connection charges. Kirkland shall not bill any such Redmond Customers directly for sanitary sewer service.

B) *Customer Reporting.*

- i. Each December, Redmond will notify Kirkland in writing of the number of its residential customer equivalents (RCE or RCEs) connected to Kirkland's system, and Kirkland will notify Redmond in writing of the number of its RCEs connected to Redmond's system. RCEs shall be determined in the same manner as per the King County Wastewater Treatment Division contract. Annual review of RCEs shall include connection addresses.
- ii. These annual RCE counts will be utilized for the purposes of calculating costs as described in Section 5, below. Each city will identify the employee or position to be notified of the RCE counts.

C) *Transfer of Accounts.* Kirkland currently is providing sanitary sewer service and directly charging three properties located within Redmond's service area. The Cities shall work together to transfer those accounts from Kirkland to Redmond in a reasonable time. Beginning the month the accounts are transferred, Redmond shall pay to Kirkland the wheeling fee(s) for these customers as described in Section 5, below.

5. Maintenance and Operation Costs.

A) *Maintenance and Operation and Costs.* Each city shall provide all repairs, maintenance, and operation reasonably necessary for the assets that it owns. Each city shall be responsible for its own costs of such repairs, maintenance, and operations, including the cost of cleaning/flushing, video inspecting, and otherwise operating and maintaining the sanitary sewer line(s), maintenance holes, lift stations, and the costs of any necessary supplies and power.

B) *Wheeling Fee.*

- i. On January 1st of each year, the number of RCEs shall be reviewed and agreed upon by the Cities.
- ii. For each Redmond property connected to Kirkland sanitary sewer, Redmond shall pay to Kirkland twenty percent (20%) of the local collection component of Redmond sewer service charge as compensation to Kirkland for transmission of sanitary sewage to King County for treatment and disposal. Redmond shall report flows for each connection to King County and pay the regional wastewater treatment charges. Payment to Kirkland shall be made annually in a lump sum payment by January 31 for the prior year's sewer charges. Kirkland shall perform the same for any Kirkland property connected to Redmond sanitary sewer.

6. Duration and Termination.

A) This Agreement shall take effect on the date the last party signs the Agreement, and this Agreement shall continue perpetually in full force and effect until otherwise amended or terminated.

B) Termination of this Agreement may be accomplished by:

- i. Mutual agreement of the Cities; or
- ii. Unilateral action of either party upon 1-year's notice to the other party and payment by the terminating party of all reasonable costs incurred by the non-terminating party as a result of the termination; or
- iii. Unilateral action of either party upon material breach of this Agreement by the other, provided that no such termination may be accomplished unless the terminating party notifies the breaching party of its intent to terminate and provides the breaching party with no less than thirty (30) days to cure the breach and avoid termination.

C) The parties agree that in the event all customers of both Cities' customers are disconnected from each other's sanitary sewer systems and are connected to another sanitary sewer system, the parties will terminate this Agreement by mutual agreement.

D) All sewer system improvements of both Cities made in conjunction with this Agreement and completed prior to termination will remain in place, unless such improvements or connections were made in breach of this Agreement.

7. Property and Financing.

No joint property is being acquired by the parties to this Agreement, and the division of infrastructure to be described in the Basin Plan created pursuant to Section 2 of this Agreement shall at all times be solely owned by the city designated to own the property in the Basin Plan. No joint financing of any purchase, improvement, or activity is provided for in this Agreement. Any construction and maintenance of infrastructure to be owned by one city shall be accomplished at no cost and expense to the other city.

8. Administration.

This Agreement shall be jointly administered by the Directors or their designees.

9. Notices.

Any notices required by this Agreement shall be given in writing to the parties at the following:

Kirkland:

Public Works Director
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

Redmond

Public Works Director
City of Redmond
P.O. Box 97010
Mail Stop 2NPW
Redmond, WA 98073-9710

10. Severability.

Any provision or part of the Agreement held to be invalid, void, or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11. Entire Agreement.

This Agreement constitutes the final and completely integrated agreement regarding its subject matter and supersedes all prior agreements and understandings. Prior existing interlocal agreements regarding sewer service in the identified area are superseded and rescinded by this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the last date executed below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

CITY OF KIRKLAND

CITY OF REDMOND

Kurt Triplett, City Manager

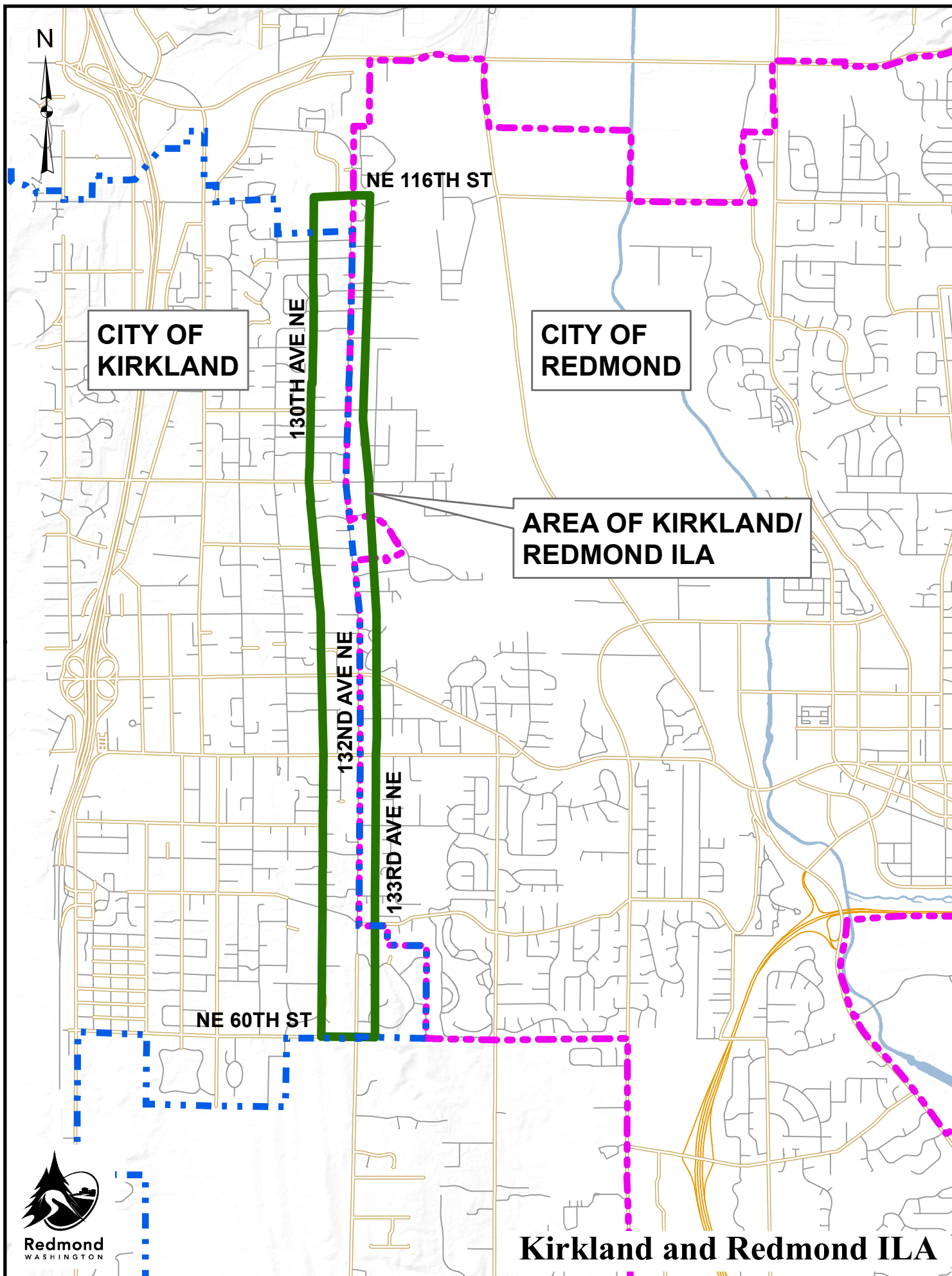
Angela Birney, Mayor

Dated:_____

Dated:_____

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

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



Kirkland and Redmond ILA



Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. AM No. 23-048
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Chris Weber	Cultural Arts Supervisor
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TITLE:

Approval of the 4Culture Art Grant in the Amount of \$18,000

OVERVIEW STATEMENT:

City staff is seeking approval from City Council to authorize the Mayor to accept a 4Culture Grant Contract in the amount of \$18,000 for use in funding Cultural Arts projects, including the 4th annual Public Art Intensive Eastside workshop and temporary public art exhibit.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2013 Cultural Corridor Master Plan, 2015 PARCC Plan, 2017 Public Art Master Plan
- **Required:**
Council approval is required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Cultural Arts programs and projects enhance livability in Redmond and contribute to making Redmond a great place to live, work, play, and invest.

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:
#000249 (Arts & Community Events)

Budget Priority:
Vibrant & Connected

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

Funding source(s):
Arts Activity Fund, 4Culture Grant

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Recommending approval to approve/accept the 4Culture Grant Contract in April to receive funds for Summer projects.

ANTICIPATED RESULT IF NOT APPROVED:

Reduced funding available for remaining 2023 projects.

ATTACHMENTS:

Attachment A - 4 Culture Grant Contract



GRANT INFORMATION

TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Redmond
Chris Weber
Cultural Arts Administrator
PO Box 97010
Redmond, Washington 98073
(425) 556-2313

Your Contract #: 123116A
Arts Sustained Support - 1750
Motion #: 2023-05

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$18,000.00 for the *2023-2024 Arts Sustained Support - LAA* project. The contract starts on 01/01/23 and ends on 12/31/23.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

Grantee and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2023 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

PUBLIC BENEFIT

In partnership with the Redmond Arts Commission, the Redmond Arts Program supports local artists, organizations and the creative community in making Redmond a culturally rich place to live, work and visit. The annual programming includes performances, installations, workshops, and artist support opportunities that are always paid opportunities for artists and free to the community. The Public Art Intensive Eastside program invests in training the next generation of Eastside King County public artists, who can create culturally relevant artworks that represent the regions diverse population. This free multi-day intensive workshop culminates with an exclusive opportunity for these artists to apply to a temporary public art call for a chance to be paid to create and display artwork at a City sponsored public event.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Specific Scope, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please complete any required enclosures and provide them to 4Culture. Please view our [contract enclosure](#) instructions (see step 3) to download fillable forms and get instructions on where to upload your documents.
 - a. Items to be returned **at the time you sign the contract:**
 - IRS Form W-9
 - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture’s website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what’s required, what you can do, and how we can help.

4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

AGENCY SERVICES CONTRACT

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Contract Information Sheet. The Contractor is an art, cultural, preservation or historical organization or specialist identified by 4Culture as qualified to receive funds pursuant to King County Code Sections 2.48 and 4.40 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project in the motion referenced in the Contract Information Sheet.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens. Such services are for the benefit of King County citizens and are provided by museums, performing arts experiences, heritage services and preservation activities and are consistent with those defined in RCW 67.28.180 ("Public Benefit Services").

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the Grant Information cover sheet.

B. Purchase of Services. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred solely in accordance with the Project Proposal and Budget made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Project Proposal and Budget and more specifically by the Specific Scope of Services, including an identified Public Benefit shall hereinafter be referred to as the "Project".

C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or by the use of the **4Culture logo**.

D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Contract Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the services contracted for and otherwise fulfilling all other requirements specified in this contract in an aggregate amount indicated on the Contract Information Sheet.

B. Contractor shall submit an invoice and any reports required, not more than 30 days after the completion of each specified phase identified there. 4Culture will initiate authorization for payment after approval of corrected invoices and reports. 4Culture shall make payment to the contractor not more than 60 days after an approved invoice is received.

C. Contractor shall submit its final invoice and all outstanding evaluations, reports and deliverables within 30 days of the date this Agreement terminates. If the contractor's final invoice and reports are not submitted by the day specified in this subsection, 4Culture will be relieved of all liability for payment to the contractor of the amounts set forth in said invoice or any subsequent invoice.

D. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XII. NONDISCRIMINATION

A. During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of 4Culture at the addresses first written above. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIV. GENERAL PROVISIONS

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XV. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

XVI. SURVIVAL

The terms and conditions of Sections III, V, VI, VII, VIII, IX, XI, XII, XIII, XIV and XV shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:



Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. AM No. 23-049
Type: Consent Item

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Finance Manager
Finance	Kelly Hsi	Senior Financial Analyst

TITLE:

Approval of the FCS Group Contract, for the 2023 Development Services User Fee Study, in the Amount of \$203,790

OVERVIEW STATEMENT:

The City conducts a comprehensive Development Services User Fee Study on a regular basis. If the fees are not examined, the existing rates will remain in effect but would no longer meet cost recovery policies and operational objectives. This contract also includes other analysis needed to inform the 2025-2026 budget process.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

Relevant Plans/Policies:

- Revenue Fiscal Policy 3h: In each odd numbered year, the City will review user fees to adjust for the effects of inflation and other factors as appropriate. The City will set fees for user activities, such as recreational services, at a level to support the direct and indirect costs of the activities in accordance with cost recovery policies adopted by the City Council.
- **Required:**
Council approval is required for contracts over \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The scope of the development services user fee study will include, but is not limited to the following elements:

- Public sector development plan review, inspection and permitting
- Policy development and implementation
- Cost of service methodology
- Update direct hours, indirect hours and overhead for development review services
- Fee structures
 - Review and update all fees
 - Consolidation of fees
 - Deletion of fees
 - Development of New fees
- Develop tool/model and process for tracking development revenues/expenditures year over year

Other Analysis

- Credit Card Fee Policy Analysis
- Parks User and Operating Fees Update
- B&O Tax versus Head Tax Analysis
- Technology Fee Update
- Extended use of Right-of-Way and Excise Tax

The City solicited proposals from qualified financial consultants to conduct this comprehensive update and was seeking firms that could demonstrate successful experience in providing development service user fee analysis, particularly in the public sector. Criteria included policy development and implementation, cost of service methodology and fee structures, and public sector development plan review, inspection and permitting. Through this process, FCS Group has been selected as the most qualified consultant.

Fire Impacted fees analysis was also included in the request for proposals. NBS Gov was selected to perform the study that will provide a comprehensive analysis of fire impact fees and identify the most appropriate method to be used in calculating the impact fees. This work will be done under a separate contract. The amount of the contract does not require City Council approval. Council will be updated on this work in the Fall.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Late Summer/Early Fall 2023
- **Outreach Methods and Results:**
Stakeholder meetings and engagement: OneRedmond and Master Builders Association
- **Feedback Summary:**
To be provided with recommendations informed by the study

BUDGET IMPACT:

Total Cost: \$203,790

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

Budget Offer Number:

0000021 Fiscal Accountability and 0000137 Service Enhancements

Budget Priority:

Strategic & Responsive

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/11/2023	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
9/26/2023	Study Session	Receive Information

Time Constraints:

Much of this work will be completed in 2023 and recommended changes in fees, fee structures, or policies will be implemented in 2024.

ANTICIPATED RESULT IF NOT APPROVED:

Council could choose not to approve the contract. However, analysis of the fees is recommended to ensure that they meet the requirements of the City's fiscal policies and operational objectives.

ATTACHMENTS:

1. Consulting Services Agreement
2. Consultant Scope, Schedule, and Fee

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

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

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

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

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

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

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

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. 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 work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY 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 the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

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

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

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

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

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

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

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

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

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

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

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

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney



CITY OF REDMOND Development User Fee Study

REQUEST FOR PROPOSAL 10774-23 ♦ MARCH 27, 2023

March 27, 2023

Adam O'Sullivan
Senior Purchasing Agent
City of Redmond
Purchasing Division
15670 NE 85th Street
Redmond, WA 98073

RE: Development User Fee Study RFP 10774-23

Dear Mr. O'Sullivan,

FCS GROUP is pleased to submit the following proposal to perform the services requested by the City of Redmond (City) including:

- Updating the City's development services user fees.
- Evaluating establishing a citywide credit card fee policy.
- Determining the cost of service for parks user/operating fees.
- Preparing a comparative fiscal analysis of B&O tax versus head tax.
- Updating the development services technology surcharge.
- Preparing an analysis of extended use of right of way and excise tax.

We are interested in this engagement as we are the only firm that offers the breadth and depth of public sector financial and management consulting services required of this engagement. FCS GROUP is a multi-disciplinary financial and management consulting firm that works exclusively with public sector clients. Our professional services include utility rate studies, economic analyses, cost allocation planning, facility financial planning, impact and connection fee analyses, housing affordability analyses, and annexation analyses.

FCS GROUP has completed over 50 projects for the City since 1990. Headquartered at Redmond Town Center, we are a part of the fabric of the Redmond community.

With our close knowledge of the City, we are the right firm for this effort. Our meeting with the City on February 22nd reiterated our interest and understanding of the City's goals. This proposal will further demonstrate that we have the requisite experience, local capacity, familiarity with the issues facing the City, and the skills needed to meet the City's objectives.

Finally, this letter serves to acknowledge receipt of answers to questions (02/28/2023) and to commit that this proposal shall be valid for 60 days. Financial Consulting Solutions Group, Inc. (dba FCS GROUP) understands and agrees to hold a current business license with the City of Redmond. I, Chris Gonzalez, am duly authorized to legally bind the firm. If you have any questions, please contact the firm's point-of-contact Martin Chaw at (425) 274-2853 or martinc@fcsgroup.com. We look forward to the privilege of working with the City again.

Sincerely,
FCS GROUP



Chris Gonzalez
Principal



Martin Chaw
Senior Project Manager

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QUALIFICATIONS

With over 4,000 engagements for more than 650 government clients, FCS GROUP provides best-in-class analytical solutions that offers our clients the clarity they need to solve their most complex issues in ways tailored specifically to their own communities. As a private practice dedicated exclusively to state and local government issues, we have accumulated the expertise and the perspective that makes a real difference for the clients we serve.

Each Study Is Highly Customized To Meet Your Needs

Each engagement is a highly personalized, entirely customized experience led by one of our most senior principals who will be your partner in building the solutions and outcomes you need.

FCS GROUP has been the long-time fee consultant for counties and cities throughout Washington including Bainbridge Island, Bellevue, Bellingham, Bothell, Burien, Issaquah, Kenmore, Kennewick, Kirkland, Lynnwood, Mercer Island, Monroe, Olympia, Redmond, Ridgefield, Seattle, Shoreline, Spokane, Tacoma, Woodinville, and Yakima as well as Cowlitz, King, Kittitas, Pierce, and Snohomish counties.

Development Fee Expertise

Changes in construction activity, local land use review standards, and development industry trends can all affect the City's development fee revenue and cost recovery levels. Having completed over 100 related-fee studies, we understand how each of these factors influence the cost and sustainable funding sources to provide development services. We will work closely with you to tailor our analysis to your needs. Our study approach focuses on protecting the financial standing of your organization while mitigating risk, by focusing on maximizing your revenues from development fees so that your most common and highest revenue generating fees appropriately reflect their respective labor level of effort. We can also modify our approach so that the level of effort for every fee is reviewed, regardless of volume or revenue generated.

Why Select FCS GROUP

BROAD EXPERIENCE. FCS GROUP staff have consulting experience in user fees and financial analysis not only for development services, but also for other services involving planning, engineering, transportation, water, sewer, fire, parks, and other functions. The FCS GROUP staff assigned to this study have experience in both cost allocation and development fees.

Local Experts

FCS GROUP has partnered with the City of Redmond on over 50 projects since 1990. This makes our proposed project team the best for this study due to our local knowledge, experience with the City, and vast experience. Our headquarters are located in Redmond Town Center, with many of our staff members living and participating in the community. Past projects for the City include:

- Indirect Cost Allocation Plan (2002), ICAP Update (2003).
- Development Services Fee Studies (2004, 2017).
- Business Case Analysis (2014).
- Developer Economic Analysis (2020).
- Triple-Bottom-Line Business Case Analysis (2020).
- 30+ utility rates and charges studies and updates.



SPECIFIC EXPERIENCE. The FCS GROUP staff assigned to this study have experience in determining a complete profile of costs to deliver plan review, inspection, public hearing, and post-issuance services related to development. Our study methodology recognizes that development services are often provided by a cross-disciplinary team of planners, inspectors, engineers, and support staff. Study results capture direct, indirect, and overhead costs to provide a comprehensive cost estimate to deliver development services.

POLICY EXPERTISE. We have designed and executed analytical processes to develop cost recovery policies for clients. As part of developing cost recovery policies, we work with your staff to identify the key policy issues that concern their elected officials and community stakeholders.

INDUSTRY LEADERSHIP. Recognized as regional experts in cost recovery and user fees, FCS GROUP staff have led educational seminars on development services fees for the Washington and Oregon Finance Officers Associations and have addressed the joint conference of the Washington and Oregon State Associations of City, County and Regional Planning Directors. We have also made presentations to the Washington Association of Building Officials.

PRACTICAL INNOVATION. We have been recognized as pioneers in building fund reserve analysis to help clients avoid large one-time capital outlays for new permitting software and to mitigate the impacts of the development cycles associated with economic recessions. We have developed reserve analyses and financial forecasts for cities and counties throughout the Northwest and have assisted clients identify their deferred or prepaid liabilities as part of their fund balance to show that development fees did not over recover related costs.

DEVELOPMENT FEES AND IMPACT FEES. FCS GROUP assists local governments in determining equitable impact fees for land development and finding alternative solutions for cost recovery. Our consultants are knowledgeable of the most up-to-date legal and policy issues regarding impact fees, which vary widely by state and jurisdiction, and are experienced in performing technical analyses of master plans, development, population, and growth estimates.

Our Services

GENERAL GOVERNMENT FINANCIAL ANALYSIS. Our General Government Financial Analysis consultants specialize in helping local and state governments, regional agencies and public safety entities address and solve issues involving policy objectives, public finance, cost recovery, facility financing and long-term facility reinvestment funding, and organizational performance. We have a broad understanding and level of expertise in how local and state governments set and implement policies; how the many different governmental functions are performed; and what role elected officials, the public, community organizations and employees have in making government responsive to community needs.

LONG TERM FISCAL SUSTAINABILITY ANALYSIS

Financial planning and specific financial analyses can help your elected officials understand what actions need to be taken to maintain or improve a jurisdiction's financial condition and sustainability. FCS GROUP's consultants perform financial forecasting, revenue trend analyses, capital funding analyses, and cost-of-service assessments to help fiscal managers, department heads and elected officials make informed financial and policy decisions.

USER FEES. By determining the full cost of service, we help local and state public agencies establish or update user fees for services ranging from libraries and health inspection to youth sports programs and community pools. Our analyses include identifying direct and indirect costs; reviewing public versus private benefits; and developing policies on how much of the total cost might be subsidized by other revenues. In our experience, user fee studies can also be an essential management tool to help jurisdictions improve cost recovery.

COST ALLOCATION PLANNING. Cost allocation plans are often essential to ensuring overhead costs are properly allocated throughout your organization and among its various departments. FCS GROUP works with municipalities to analyze departmental data, allocation and cost factors, and financing strategies, and develop customized financial models to calculate indirect costs and properly allocate them in compliance with regulatory requirements, helping you equitably balance your interdepartmental transactions.

PERFORMANCE AND MANAGEMENT REVIEWS. FCS GROUP evaluates management approaches and practices to help your public agency improve its effectiveness and efficiency. Our consultants are skilled in helping agencies outline goals and objectives for improving performance and developing recommendations and solutions. We also objectively analyze your existing processes, practices, and systems and determine which, if any, best practice models can be applied to improve them.

PUBLIC SAFETY EVALUATIONS. Fire, police and ambulance services are vital to your community. FCS GROUP delivers a broad range of services focused on maintaining the long-term financial sustainability of your public safety departments including ambulance utility rates, fire and EMS service cost of service, and evaluating the feasibility of service contracts, consolidations, and regional fire authorities (RFA).

FACILITIES FINANCIAL PLANNING. Our facilities financial planning practice area focuses on evaluating funding options and alternatives for facility investments, facilities maintenance cost recovery and cost allocation. We can work directly with your community's staff or support a comprehensive facility condition assessment evaluation by partnering with an architectural and engineering firm.

KEY PERSONNEL

FCS GROUP is promoting a local, focused team who will be available and committed to work on this engagement for its duration. Martin Chaw, senior project manager, will anchor your team. He will be supported by principal Chris Gonzalez, technical advisor John Ghilarducci, senior analyst Evan Coughlan, analyst Luke Rosson, and analyst Luke Nelson. All team members are located at our Redmond Town Center office. With a staff that includes over 35 financial and management consulting experts, FCS GROUP maintains the necessary depth, breadth, and capacity to deliver this project on time and within budget. Our project organization is summarized below. A summary of each individual's experience is included on the following page.



Meet Our Team



Martin Chaw SENIOR PROJECT MANAGER

Martin Chaw is a senior project manager at FCS GROUP with over 34 years of professional experience in state, local and regional governmental finance and policy analysis. His current areas of practice include utility and general public sector management consulting, with a particular focus on fee development, budgeting, fiscal analysis, financial planning, and program evaluation. Martin was specifically identified to lead this team citing his extensive experience in evaluating and preparing development service fees throughout the Northwest region, and his familiarity in advising on a broad range of public policy issues before City Councils and Executives as a former financial manager for public sector agencies. Martin regularly presents on government fee and charge topics at regional association conferences, most recently at the Washington Finance Officers Association on User Fees and Charges, in September 2021. Martin's recent, applicable experience includes eight development fee studies in the last two years, including a development and business services fee study for the Cities of Lynnwood and Olympia, Washington and the City of Bend, Oregon; fire impact fee study for the Camas-Washougal Fire Department; cost allocation plan for the City of Olympia; citywide facilities financial plan for the City of Kent; and fire services alternatives and funding options for the City of Black Diamond.



Chris Gonzalez PRINCIPAL

Chris Gonzalez is a principal and shareholder with 20 years of utility rate and public finance experience. Chris specializes in developing utility rates and charges for regional utilities. He has helped clients evaluate a wide range of policy issues including how to equitably charge accessory dwelling units and other modern development for service, prioritizing and balancing revenue stability, affordability, and other objectives in utility rate design, and promoting sustainability through funding long-term capital needs, among other topics. A member of the Rates and Charges Subcommittee of the American Water Works Association, Chris has served as an author and reviewer on several AWWA publications. He is also actively involved with the Washington Association of Sewer and Water Districts, serving as the chair of its Audit Committee and as a member of its Finance Committee. Chris has been working with the City since 2005. During that time he has completed multiple projects including cost-of-service analyses, rate studies and updates, capital facilities charge (CFC) studies and updates, and excise tax reviews for the City's utilities.



John Ghilarducci TECHNICAL ADVISOR

John Ghilarducci is FCS GROUP's president and a shareholder with 35 years of professional experience including 31 with the firm. His practice focuses on all aspects of charges and rate studies, from technical modeling and public involvement to ordinance drafting and implementation. John has developed stormwater, water, sewer, parks, and transportation rates and charges for hundreds of Northwest clients. John offers a broad knowledge of public policy and finance, and a thorough understanding of the institutional issues and options underlying the formation of utilities and the design of supporting rate and charge structures. John has been working with the City since 1990. His experience with the City includes multiple projects such as rate studies and updates, cost-of-service analyses, and GFC studies.



Evan Coughlan SENIOR ANALYST

Evan Coughlan is a senior analyst at FCS GROUP who specializes in rate modeling, research, and data analysis. Evan has assisted clients throughout the Pacific Northwest with cost-of-service studies, multi-year financial planning, and fee development. Evan will serve as technical lead in the development services fee study, and the parks user/operating fee update.



Luke Rosson ANALYST

Luke Rosson is an analyst at FCS GROUP who specializes in statistics and research. Luke has assisted clients throughout the Pacific Northwest with modeling for utility rates and fees. Luke will serve as technical lead in the Credit Card Fee Policy Analysis and the technology fee update.



Luke Nelson ANALYST

Luke Nelson is an analyst at FCS GROUP who specializes in data analysis. Luke is currently working with Martin on a long-term General Fund financial plan for the City of Black Diamond. Luke will serve as technical lead on the B&O versus Head Tax analysis and the Extended Right of Way and Excise Tax analysis.

Team Highlight

Martin Chaw, John Ghilarducci, and Chris Gonzalez worked together on the City of Redmond's Triple Bottom Line Business Case Analysis in 2019. FCS GROUP was engaged to apply the Triple Bottom Line business case framework to its Temporary Construction Dewatering (TCD) policy. FCS GROUP facilitated multiple meetings with City, business and community stakeholders and prepared business case analyses of each TCD option.

RELEVANT PROJECT EXPERIENCE



WORK SAMPLES

previously provided:

- City of Olympia's Development Cost of Service Study
- City of Newcastle's Development Fee Cost of Service Study.

Development Cost of Service Study (2021)

CITY OF OLYMPIA, WA

The City of Olympia engaged FCS GROUP to prepare a comprehensive development services cost of services fee study. FCS GROUP previously prepared this study for the City in 2016.

Project highlights:

- Updated previous direct labor time needed to provide each permit service.
- Reviewed the direct and indirect labor estimates, non-labor and overhead cost allocations, and historical permit data that support the technical results of the study.

- Prepared an Excel-based financial toolset to assist City staff in forecasting annual permit revenue and expenses based on anticipated construction projects and development activity.
- Reviewed the cost of service and cost recovery for each permit service with City staff and presenting the 85% cost recovery cost of service results to the City Council.
- Evaluated the transition to a dedicated permit fee revenue account, including identifying budgetary changes for implementation.

Key Personnel:

- Martin Chaw, Project Manager

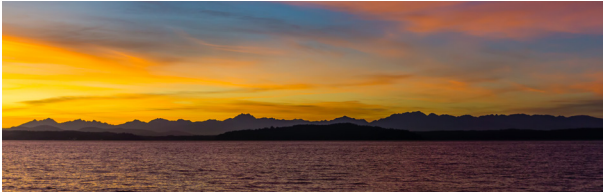
Reference:

Leonard Bauer, Director of Community Planning and Development
(360) 753-8206
lbauer@ci.olympia.wa.us

"Thanks so much for the really clear presentation! It went very well and our council members seemed very pleased."

LEONARD BAUER
COMMUNITY PLANNING AND
DEVELOPMENT DIRECTOR
CITY OF OLYMPIA





Development Fee Cost of Service Study (2020)

CITY OF NEWCASTLE, WA

The City of Newcastle engaged FCS GROUP to conduct a cost-of-service study for the City's building, land use and public works review fees. The City has a goal of full cost recovery. FCS GROUP facilitated workshops with City staff to determine the level of effort for each fee service, determined existing level of cost recovery by fee, and prepared a five year revenue forecast based on projected levels of fee volume and building activity.

Project highlights:

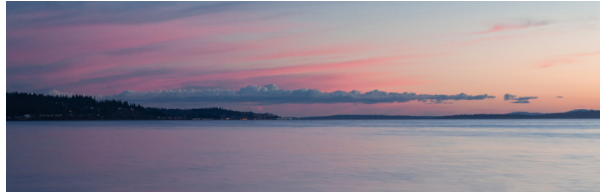
- Developed the cost of service for development fees based on state statute, permit process times, and financial performance data.
- Compared existing fees with fees assessed for similar services in neighboring jurisdictions.
- Facilitated two work sessions with City Council to discuss the study framework and to review study results.
- Prepared an Excel-based financial forecast toolset to assist City staff to forecast annual permit revenue and expenses based on anticipated construction projects and development activity.
- Prepared a report documenting the methodology, assumptions, results, and recommendations.

Key Personnel:

- Martin Chaw, Senior Project Manager

Reference:

Erin Fitzgibbons, AICP, Associate Planner
(425) 459-8206
erinf@newcastle.gov



Development and Business Services Fee Study (2021)

CITY OF LYNNWOOD, WA

The City of Lynnwood engaged FCS GROUP to prepare a comprehensive cost of service fee analysis for the department's land use, building, development engineering, and fire inspection permit fees.

Project highlights:

- Reviewed direct and indirect labor costs, non-labor and overhead cost allocations, and historical permit data.
- Prepared a customized Excel-based financial forecast toolset.
- Reviewed the cost of service and cost recovery for each permit service to achieve 100% cost recovery.

Key Personnel:

- John Ghilarducci, Principal-in-Charge
- Martin Chaw, Senior Project Manager

Reference:

Christy Murray,
Development and Business Services Manager
(425) 670-5044
CMurray@lynnwoodwa.gov



Development and Cost Recovery Fee Study (2020)

CITY OF BAINBRIDGE ISLAND, WA

After a competitive solicitation process, the City of Bainbridge Island engaged FCS GROUP to prepare a comprehensive, cost-based, financial analysis to recover 100% of its planning and development fees.

Project highlights:

- Reviewed and updated all planning and development fees.
- Worked with City staff to analyze the existing fees and estimate the direct labor time needed to provide each permit service.
- Ensured that the cost-basis for each fee comply with Washington State laws and legal precedence governing full cost recovery.
- Reviewed the cost of service and cost recovery for each permit service with City staff and presenting the cost of service results to the City Council.
- Prepared detailed presentations to City staff and to the City Council.

Key Personnel:

- John Ghilarducci, Principal-in-Charge
- Martin Chaw, Senior Project Manager

Reference:

Heather Wright, Director of Planning and Economic Development City of Poulsbo
(formerly with the City of Bainbridge Island)
(360) 394-9731
HWright@cityofpoulsbo.com

In addition to the previously referenced experience, the following table offers additional FCS GROUP experience in Washington performing development cost of service studies/ analysis and cost recovery analysis. For several counties and cities, we have performed multiple studies over the years.

Client	Planning Cost of Service	Building Cost of Service	Indirect and Overhead Cost Allocation	Development Fee Design	Cost Recovery and Program Funding	Comparable Cost and Fee Analysis	Reserve Funding	Stakeholder Outreach
Redmond, WA	•	•	•	•	•	•	•	•
Auburn, WA	•	•			•	•		
Bainbridge Island, WA	•	•		•	•	•		•
Bellevue, WA	•	•	•	•	•	•	•	•
Bellingham, WA	•	•		•	•	•	•	•
Bothell, WA	•	•		•	•	•		
Covington, WA	•	•			•	•	•	•
Cowlitz County, WA	•	•		•	•	•	•	
Issaquah, WA	•	•		•	•	•	•	
Kenmore, WA	•	•		•	•	•	•	
Kennewick, WA	•	•	•		•	•	•	•
Kirkland, WA	•	•	•	•	•	•		
Kittitas County, WA	•	•			•	•	•	
Lynnwood, WA	•							
Mercer Island, WA	•	•	•	•	•	•		•
Monroe, WA	•		•	•	•	•		
Mountlake Terrace, WA	•	•	•	•	•	•		
Newcastle, WA	•	•	•		•	•		
Olympia, WA	•	•		•	•	•	•	•
Puyallup, WA	•	•	•	•	•	•		
Ridgefield, WA		•	•			•		
San Juan County, WA	•	•			•	•	•	
Seattle, WA	•	•		•	•	•	•	•
Snohomish County, WA	•	•		•	•	•	•	•
Shoreline, WA	•	•		•	•	•		
Spokane, WA	•	•	•		•	•	•	
Vancouver, WA	•	•	•	•	•	•	•	•
Walla Walla, WA	•	•	•	•	•	•		•
Woodinville, WA	•	•	•	•	•	•		

PROJECT APPROACH AND DELIVERABLES

Based on our review of the RFP and discussion with the City on February 22, we understand the following study objectives:

Study Objective	Approach and Deliverables
Development Services fees and Parks user/operating fees.	Cost-of-service based fees to recover 100% of development services and park user/operating costs. We will prioritize the highest revenue generating fees initially and will work collaboratively with the City to identify the appropriate adjustment to remaining fees to achieve 100% cost recovery.
Evaluating a citywide credit card fee policy.	Prepare a survey of credit card fee policies from regional and national jurisdictions; recommend potential alternatives for the City's consideration.
Preparing a comparative fiscal analysis of B&O tax versus head tax.	Analyze the B&O tax versus the City's existing business head tax; identify the legislative, policy, and administrative considerations of each type of tax, and the comparative financial impact to local Redmond businesses.
Updating the development services technology surcharge.	Evaluate the annual maintenance and future replacement cost of the permit fee technology; calculate the appropriate technology fee surcharge to fully recover the cost of permit technology system maintenance and replacement.
Preparing an analysis of extended use of right of way and excise tax.	Evaluate the extended use of right of ways and the corresponding impact to residents and businesses, survey policies and practices of other jurisdictions regionally and nationally, and the legislative, policy, and administrative considerations.

SCHEDULE

The following table illustrates the intended project schedule.

Study	Apr/23	May/23	Jun/23	Jul/23	Aug/23	Sep/23	Oct/23	Nov/23	Dec/23	Jan/24
Development Services Fee Study										
Credit Card Fee Policy										
Parks User/Operating Fees Update										
B&O Tax versus Head Tax Analysis										
Technology Fee Update										
Extended Use of Right of Way and Excise Tax										
Study Documentation										
Model and Process for Tracking Development Revenues and Expenditures										
Presentations and materials for Council										
Incorporate updated fees into Budget (City)										
Intergov Permitting System implementation (City)										
Implement Updated Fees (City)										

Note: the orange highlighted portion of the schedule indicates the City's responsibilities.

PRICING METHODOLOGY

FCS GROUP bills based on actual time and materials. This study estimates 1081 labor hours and a budget totaling \$203,790. The following table estimates labor hours by consultant for each study element requested.

Study	Principal	Technical Advisor	Senior Project Manager	Administrative and Analytic Support	Total Hours	Proposed Budget
Development Services Fee Study	6	2	76	244	328	\$59,520
Credit Card Fee Policy	6	2	14	20	42	\$8,410
Parks User/Operating Fees Update	6	2	36	66	110	\$21,500
B&O Tax versus Head Tax Analysis	8	4	27	66	105	\$19,620
Technology Fee Update	6	2	14	20	42	\$8,410
Extended Use of Right of Way and Excise Tax	8	4	12	34	58	\$11,210
Study Documentation	14	6	22	90	132	\$24,730
Study Presentation	16	8	26	102	152	\$28,660
Project Administration	16	0	16	26	58	\$11,320
Additional meetings/presentations/analysis (up to 3)	6	6	6	36	54	\$10,410
Total	92	36	249	704	1,081	\$203,790
Personnel Hourly Rates (2023)	\$250	\$295	\$230	\$95-\$170		Weighted Average: \$189

Thank you for taking
the time to review
our qualifications.





7525 166th Ave. NE, Ste. D-215 / Redmond, WA 98052 / (425) 867-1802 / fcsgroup.com



Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. AM No. 23-050
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Captain
--------	-------------	---------

TITLE:

Approval of Contract Modification with Axon Enterprise, Inc., through 2027

OVERVIEW STATEMENT:

The police department is seeking Council's approval to modify the existing body-worn and in-car camera contract with Axon Enterprise, Inc. (Axon)

In 2021, Council approved funding of the department's body-worn and in-car camera program through 2025. Due to both technical and equipment challenges specific to the in-car camera equipment, the department has been working with Axon and have come up with this solution to resolve the technical and equipment issues. This resolution requires a contract modification and extension until 2027

If approved, Axon has agreed to cancel the initial contract and begin a new 5-year contract from 2023 to 2027 at no additional cost for upgrade to the newest, tested and verified in-car camera platform. Two additional police vehicles will be outfitted with cameras at a nominal cost.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
Approve contract extension

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

OUTCOMES:

The department originally purchased Axon's Fleet 2 platform: the most current model available at the time. Problems with the Fleet 2 in-car cameras emerged immediately after installation. Officers lost connection routinely and cameras shut down. Compounding the problem, Axon's Fleet 2 hardware and software did not operate consistently resulting in operability issues and the inability to automatically upload video footage to the digital evidence locker.

Axon's Fleet 3 platform has become available since the department entered a contract with Axon. This platform has been tested and verified to be more reliable.

If approved, installation of the upgraded Fleet platform will be scheduled mid to late Summer, 2023. The City will benefit from having an operating system that is functional and reliable and at no additional cost.

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:
No impact

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

Budget Offer Number:
228 Criminal Justice

Budget Priority:
Safe and Resilient

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

If yes, explain:

The new contract will include the addition of two police vehicles at a cost of approximately \$2,000.

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/18/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the department will be left to continue using an unreliable product that has not met the operational needs expected.

ATTACHMENTS:

Attachment A: Axon Enterprise, Inc. Estimated In-Car Camera costs



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-452843-45000.004RH

Issued: 03/14/2023

Quote Expiration: 03/24/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 306038

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Redmond Police Dept.-8701 160th Ave NE 8701 160th Ave NE Redmond, WA 98052-7510 USA	Redmond Police Dept. - WA PO Box 97010 Redmond, WA 98073-9710 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Jeff Krakover Phone: Email: jkrakover@redmond.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$299,214.22
ESTIMATED TOTAL W/ TAX	\$329,434.92

Discount Summary

Average Savings Per Year	\$22,181.28
TOTAL SAVINGS	\$110,906.38

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$59,842.86	\$6,044.14	\$65,887.00
Jul 2024	\$59,842.84	\$6,044.14	\$65,886.98
Jul 2025	\$59,842.84	\$6,044.14	\$65,886.98
Jul 2026	\$59,842.84	\$6,044.14	\$65,886.98
Jul 2027	\$59,842.84	\$6,044.14	\$65,886.98
Total	\$299,214.22	\$30,220.70	\$329,434.92

Quote Unbundled Price:	\$410,120.60
Quote List Price:	\$421,571.60
Quote Subtotal:	\$299,214.22

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$83,582.14)	(\$83,582.14)	(\$8,441.80)	(\$92,023.94)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$38,773.24)	(\$38,773.24)	(\$3,916.10)	(\$42,689.34)
Fleet3B+TAP	Fleet 3 Basic + TAP	33	60	\$198.01	\$204.74	\$204.74	\$405,385.20	\$40,943.90	\$446,329.10
Fleet3B+TAP	Fleet 3 Basic + TAP	1	60	\$223.42	\$204.74	\$204.74	\$12,284.40	\$1,240.75	\$13,525.15
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	2	60	\$38.78	\$32.50	\$32.50	\$3,900.00	\$393.95	\$4,293.95
Total							\$299,214.22	\$30,220.70	\$329,434.92

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1	06/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	33	06/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	1	06/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	1	06/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	33	06/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	06/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	06/01/2023
Fleet 3 Basic + TAP	72048	FLEET SIM INSERTION, ATT	1	06/01/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	2	06/01/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72032	FLEET ETHERNET CABLE, CAT6, 20 FT	2	06/01/2023
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72037	FLEET 3 INTERIOR CAMERA	2	06/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	33	06/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	1	06/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	1	06/01/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72042	FLEET INTERIOR CAMERA REFRESH	2	06/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	33	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	1	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	66	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	2	07/01/2023	06/30/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	2	07/01/2023	06/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	33
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	33	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	1	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	33	06/01/2024	06/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	06/01/2024	06/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	06/01/2024	06/30/2028
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80385	EXT WARRANTY, FLEET 3, INTERIOR CAMERA	2	06/01/2024	06/30/2028

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$16,716.42)	(\$1,688.36)	(\$18,404.78)
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,754.64)	(\$783.22)	(\$8,537.86)
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	33	\$81,077.00	\$8,188.78	\$89,265.78
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,456.88	\$248.15	\$2,705.03
Year 1	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	2	\$780.04	\$78.79	\$858.83
Total				\$59,842.86	\$6,044.14	\$65,887.00

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$16,716.43)	(\$1,688.36)	(\$18,404.79)
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,754.65)	(\$783.22)	(\$8,537.87)
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	33	\$81,077.05	\$8,188.78	\$89,265.83
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,456.88	\$248.15	\$2,705.03
Year 2	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	2	\$779.99	\$78.79	\$858.78
Total				\$59,842.84	\$6,044.14	\$65,886.98

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$16,716.43)	(\$1,688.36)	(\$18,404.79)
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,754.65)	(\$783.22)	(\$8,537.87)
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	33	\$81,077.05	\$8,188.78	\$89,265.83
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,456.88	\$248.15	\$2,705.03
Year 3	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	2	\$779.99	\$78.79	\$858.78
Total				\$59,842.84	\$6,044.14	\$65,886.98

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$16,716.43)	(\$1,688.36)	(\$18,404.79)
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,754.65)	(\$783.22)	(\$8,537.87)
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	33	\$81,077.05	\$8,188.78	\$89,265.83
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,456.88	\$248.15	\$2,705.03
Year 4	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	2	\$779.99	\$78.79	\$858.78
Total				\$59,842.84	\$6,044.14	\$65,886.98

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	(\$16,716.43)	(\$1,688.36)	(\$18,404.79)
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,754.65)	(\$783.22)	(\$8,537.87)
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	33	\$81,077.05	\$8,188.78	\$89,265.83
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,456.88	\$248.15	\$2,705.03

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	2	\$779.99	\$78.79	\$858.78
Total				\$59,842.84	\$6,044.14	\$65,886.98

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00066881 and is terminating that contract upon the new license start date (7/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$122,355.38 to refund paid, but undelivered services. This discount is based on a ship date range of 6/1/2023 - 6/15/2023, resulting in a 7/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Signature

3/14/2023

Date Signed





Memorandum

Date: 4/18/2023
Meeting of: City Council

File No. AM No. 23-051
Type: Staff Report

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Finance Manager
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TITLE:

Fourth Quarter 2022 Financial Report

OVERVIEW STATEMENT:

The purpose of this staff report is to review the City's quarterly financial performance from January 1, 2021 through December 31, 2022. Please note that these numbers are not final as the City is continuing to go through its 2022 year-end closing procedures.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The key financial highlights from January 1, 2021 through December 31, 2022 include the following:

General Fund

- **Total revenues** are 26.8%, or \$52.8 million, above target.
- **Property tax** is 0.4%, or \$186,000, above target.
- **Sales & use taxes** are 75.7%, or \$97.3 million, above target primarily due to the high level of development activity. This includes retail sales tax, criminal justice sales tax, and use tax. Ongoing retail sales tax is 27.3%, or \$13.0 million, above target. One-time retail sales tax, which primarily relates to construction, is \$34.7 million through December 31, 2022.
- **Utility & other taxes** are 10.3%, or \$2.2 million, above target primarily due to an electric and gas utility tax spike.
- **License & permit fees** are 38.2%, or \$8.4 million, above target primarily due to the high level of development activity.
- **Total expenditures** are 2.5%, or \$6.1 million. In year 2022, the personnel cost is over the target due COLA at 5%, overtime cost increase for Fire due to vacancies because of vaccination mandate, retirement payouts, rate increases after unions contract negotiations.

Other Funds

- **Recreation Activity Fund:** Total revenues are 51.1%, or \$1.1 million, above target primarily due to increase in both indoor and outdoor recreation programs, field rentals, and donations.
- **Water/Wastewater M&O Fund:** Total revenues are 5.0%, or \$3.8 million, more than total expenditures. Commercial water consumption is 2.9% below target.
- **Capital Investment Program:** Total expenditures are 71.3% of budget at the 100% point of the 2021-2022 biennium.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Fourth Quarter 2022 Financial Report Presentation



2021-2022 Budget Fourth Quarter 2022 Financial Report

April 21, 2022





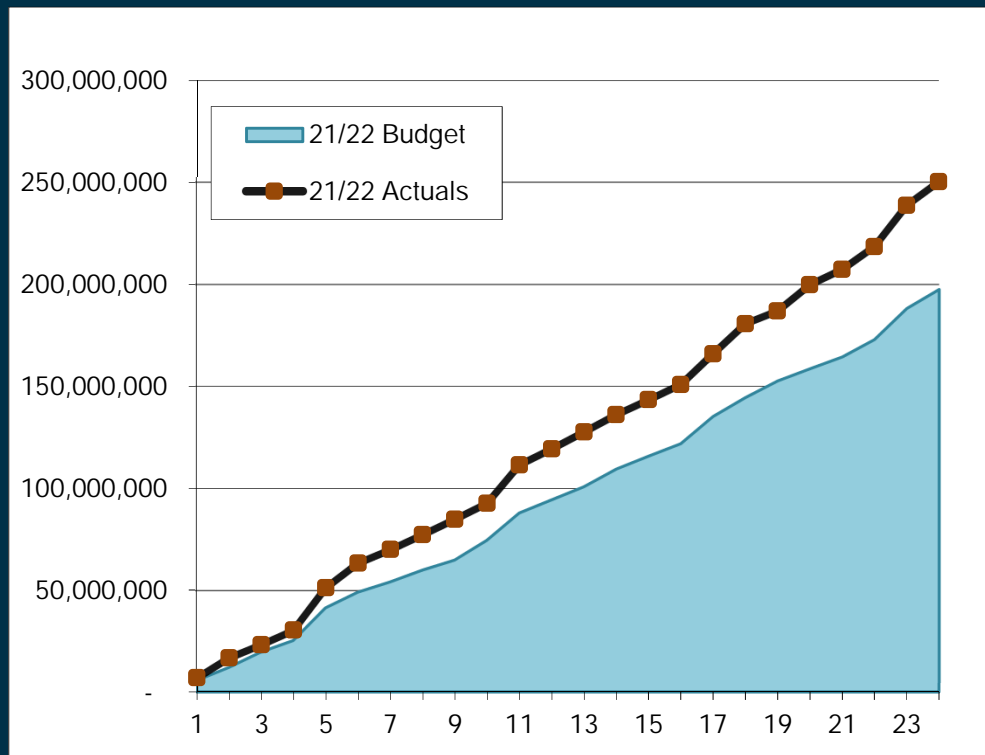
Agenda

Brief review of major funds

- General Fund
- Water/Wastewater M&O Fund
- Recreation Activity Fund
- Capital Investment Program Funds

General Fund Revenues

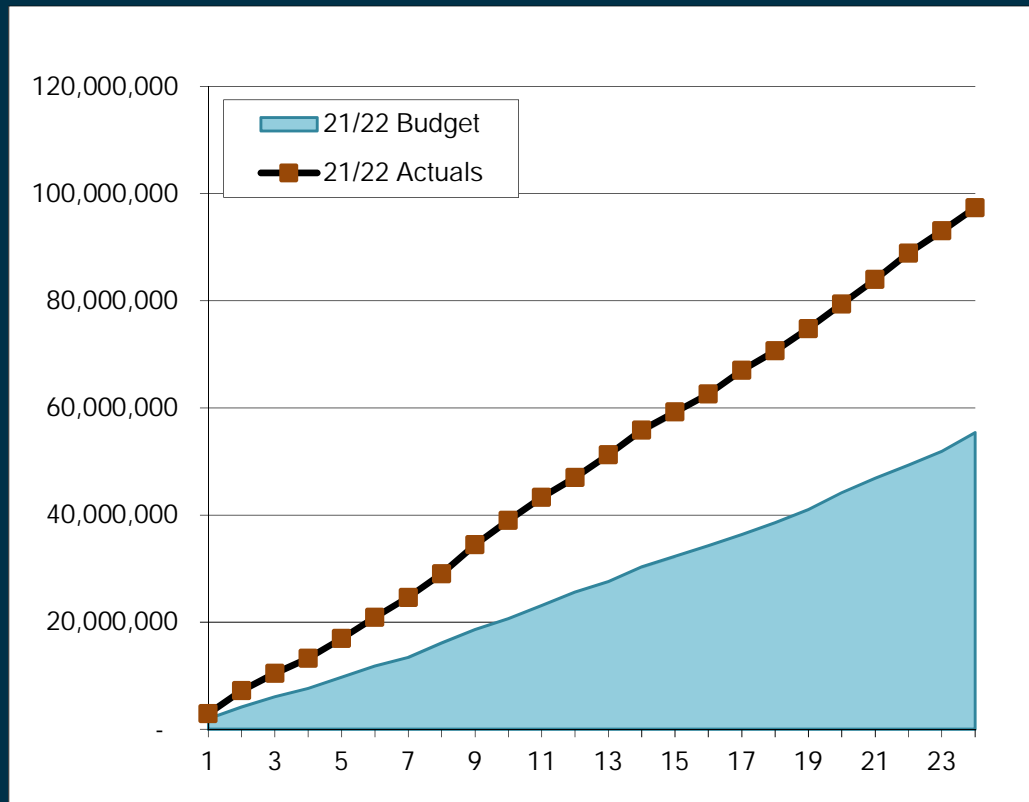
Budget to Actual Through Q4 2022



- Total revenues = \$250.4M, which is 26.8% (\$52.8M) > target
- Primary drivers:
 - Sales & use taxes
 - Utility tax
 - License & permit fees

General Fund – Sales & Use Taxes

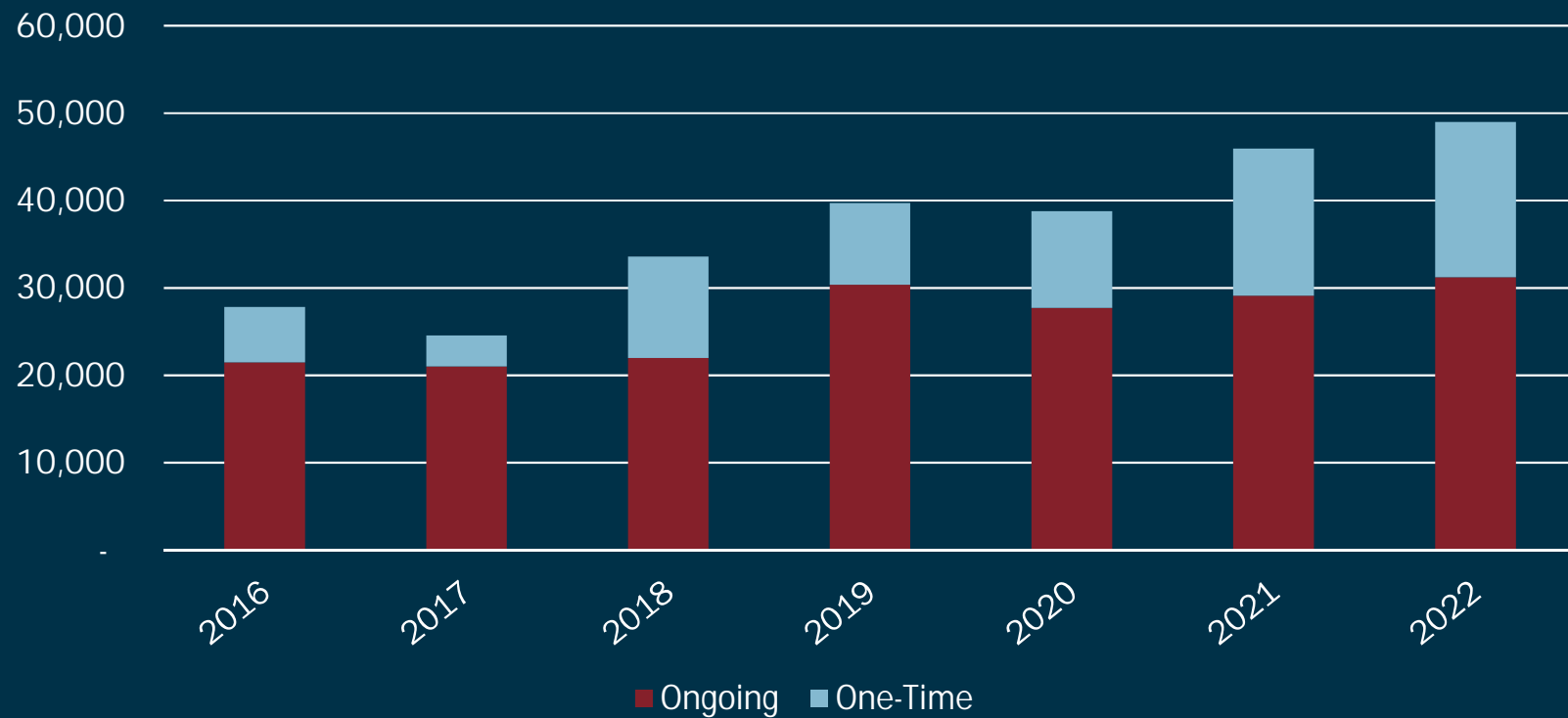
Budget to Actual Through Q3 2022



- Total sales & use taxes = \$97.3M, which is 76.0% (\$42M) > target
- Ongoing retail sales tax is 27.3% (\$13M) > target
- One-time retail sales tax = \$34.7M, which primarily relates to construction

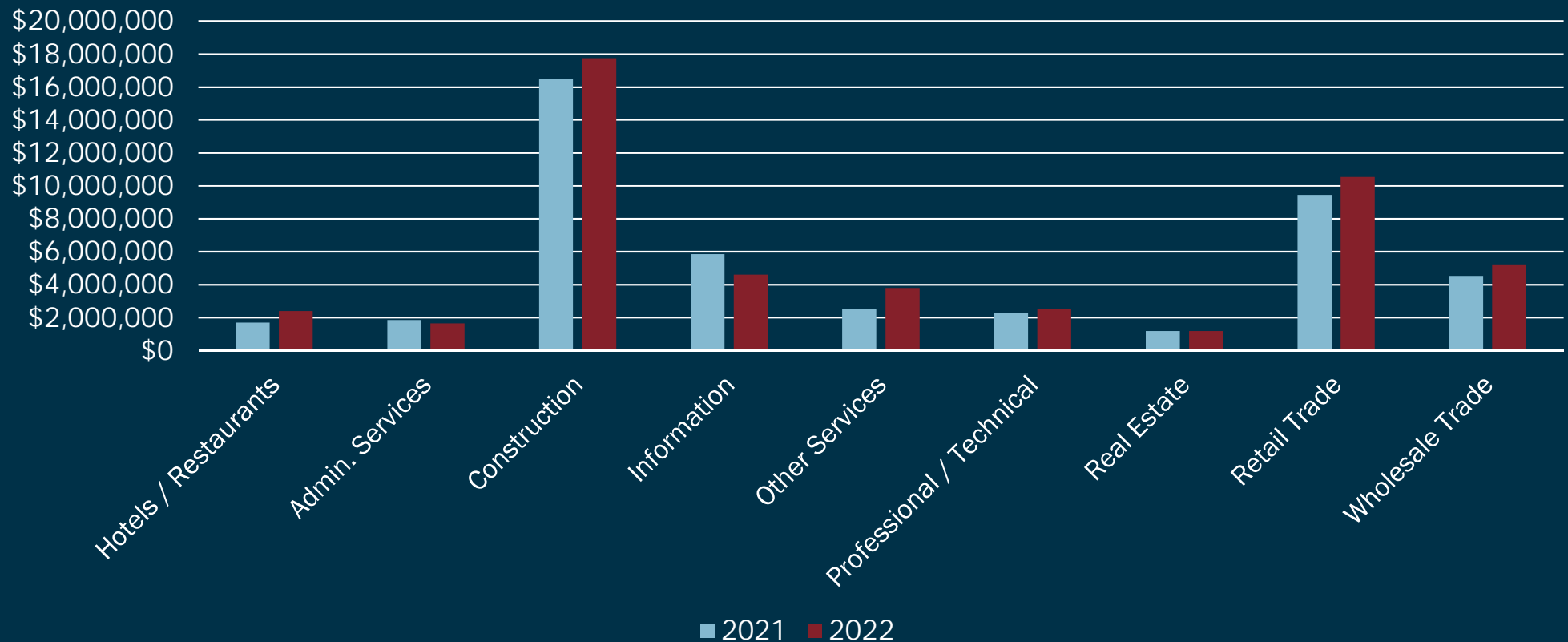
General Fund – Retail Sales Tax

Ongoing vs. One-Time Through Q4 2016-2022



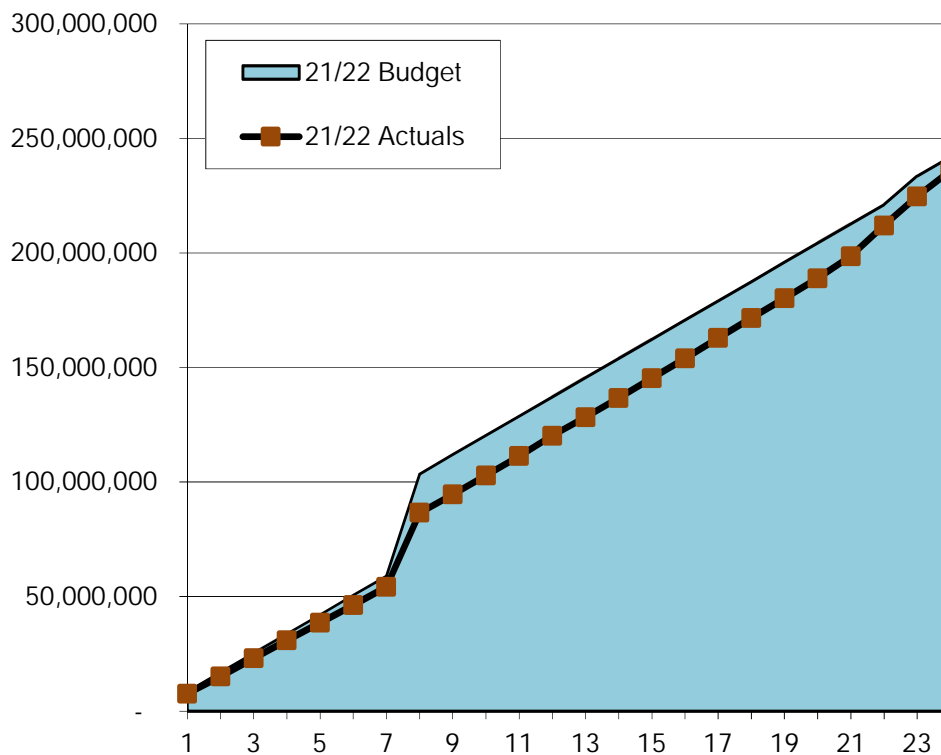
General Fund – Retail Sales Tax

By Business Sector Through Q4 2022 vs. Through Q4 2021



General Fund Expenditures

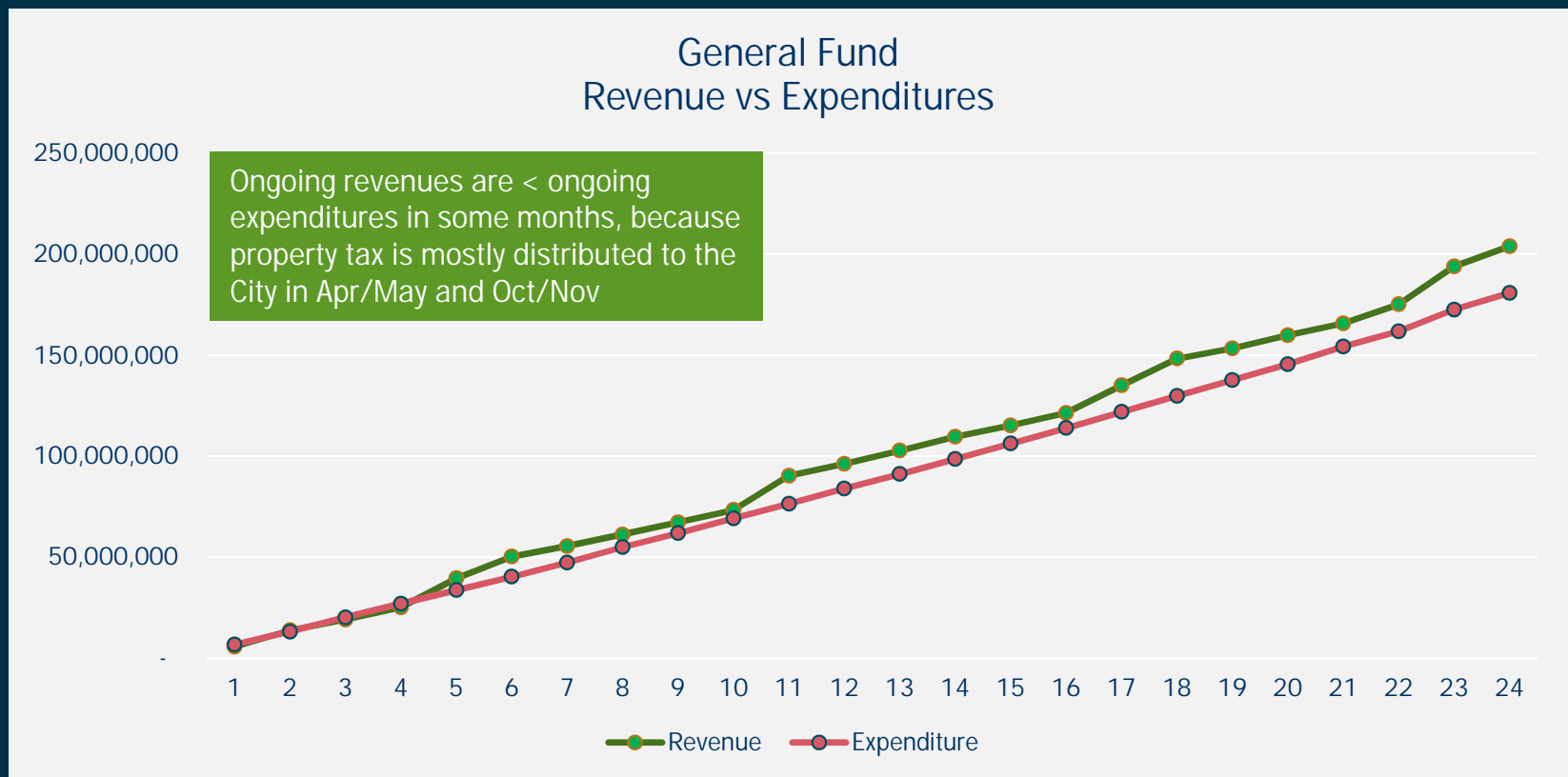
Budget to Actual Through Q3 2022



- Total expenditures = \$235.9M, which is 2.5% (\$6.1M) < target
- Highlights:
 - Increase in personnel cost due to
 - COLA at 5% compared to 2%
 - Overtime cost increase due to vaccination mandate policy
 - Retirement payouts
 - Union contract negotiations
 - Increase in other expenditures due to
 - Supply chain shortage
 - Service cost increase
 - Legal services for public safety levy and vaccination mandate

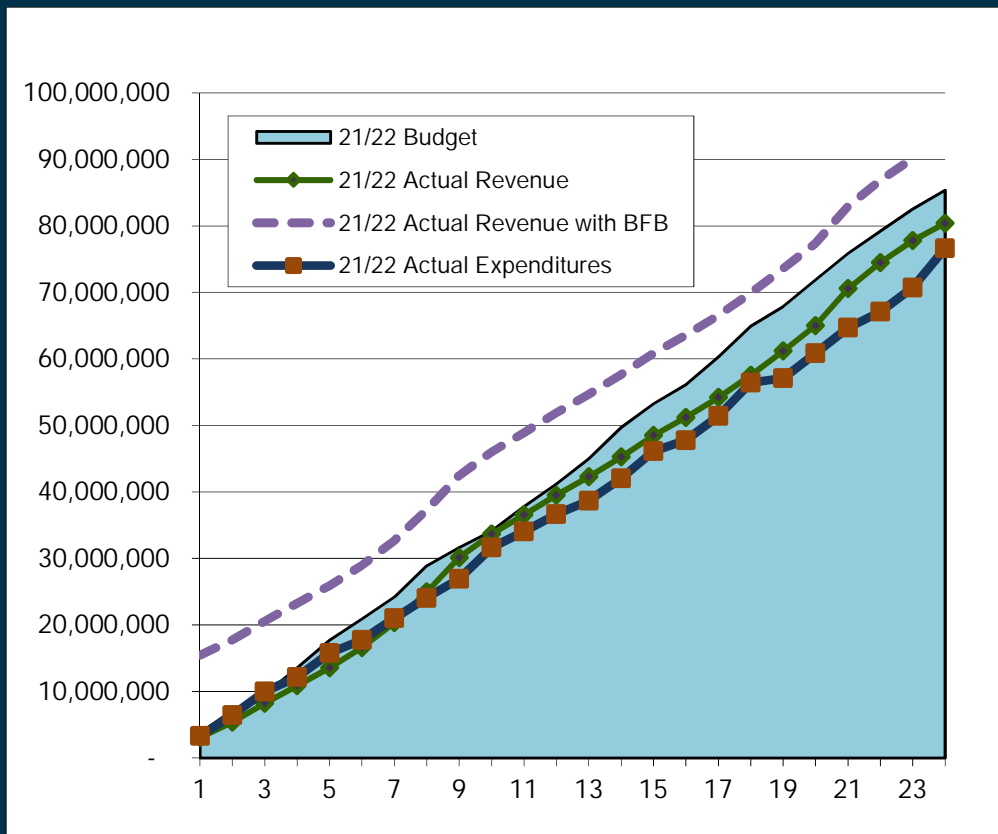
General Fund

Ongoing Revenues vs. Ongoing Expenditures



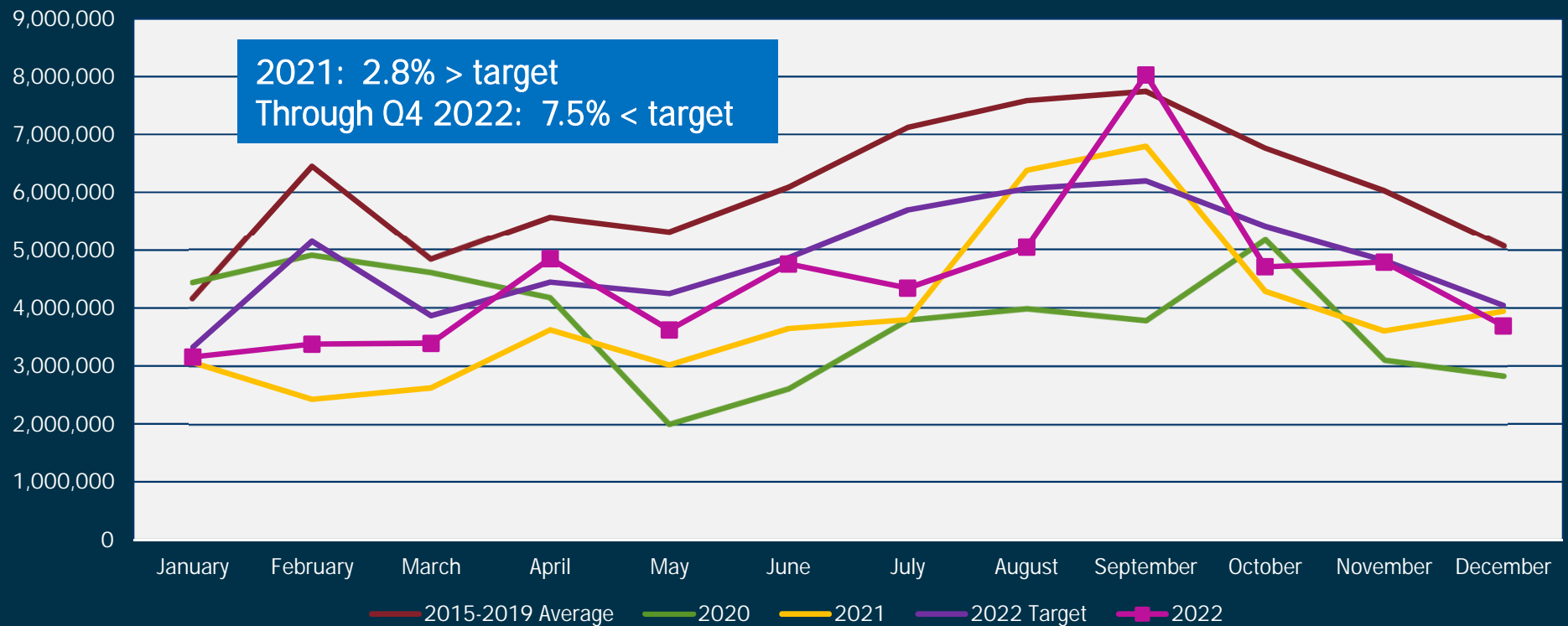
Water/Wastewater M&O Fund

Budget to Actual Through Q4 2022

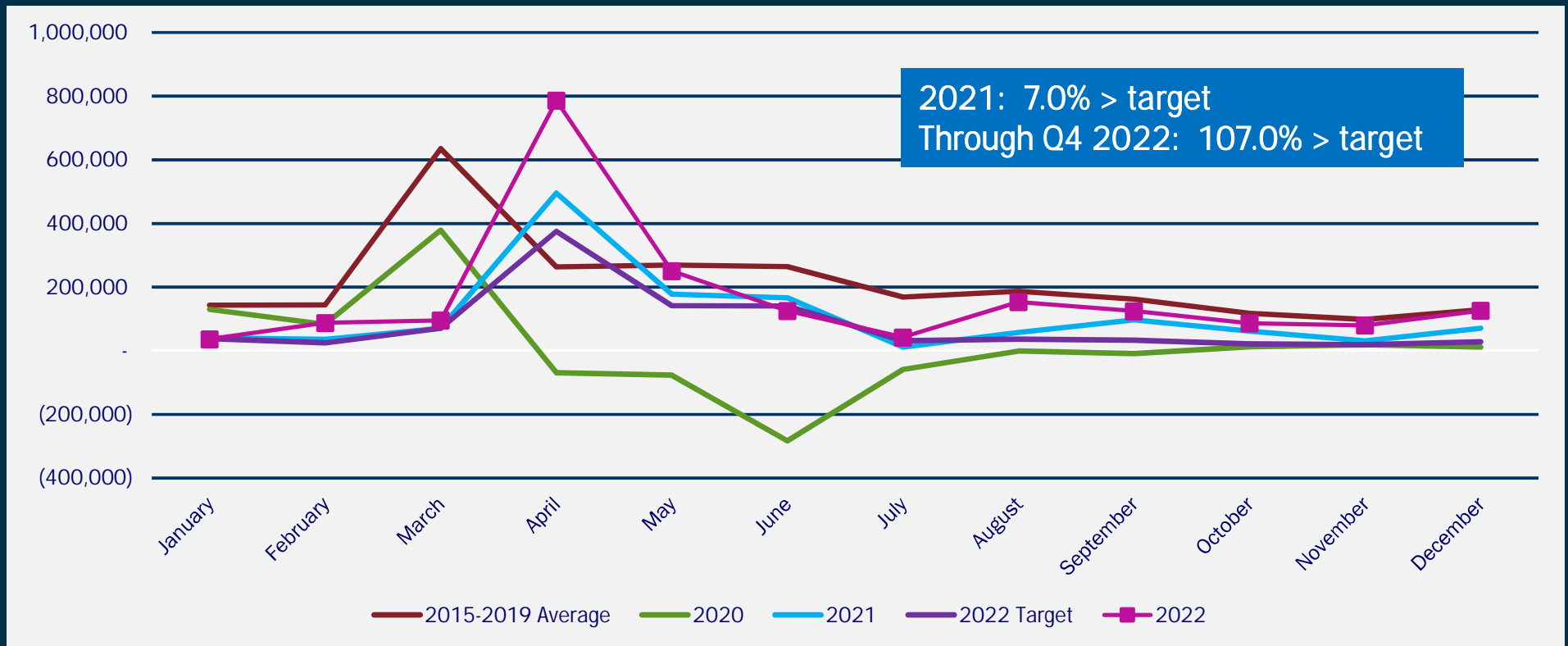


- Total revenues are 4.9% (\$3.8M) > total expenditures
- Primary drivers:
 - High irrigation use in summer months
 - Reduced expenditures
- Commercial water consumption is 2.9% < target

Commercial Water Consumption



Recreation Activity Fund Revenues



Capital Investment Program Funds

Fund	Budget	Expenditures	% Expended
CIP Maintenance	30,836,985	26,007,372	84.34%
General CIP	64,954,904	48,497,268	74.66%
Utility CIP	55,848,101	33,552,489	60.08%
Grand Total	151,639,990	108,057,128	71.26%

Total CIP expenditures are 71.3% of budget at the 100% point of the biennium

Projects of note:

- General CIP: Transportation projects associated with Sound Transit and Microsoft
- Facilities Master Plan: Redmond Senior and Community Center rebuild and Seismic Upgrades to Fire Stations
- Utility CIP: Lift Station Replacements and Pressure Reducing Valves



CityofRedmond
WASHINGTON

Kelley Cochran

Interim Finance Director

425-556-2748

kcochran@redmond.gov