

City of Redmond



Agenda

Tuesday, April 11, 2023

4:30 PM

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

Committee of the Whole - Finance, Administration, and Communications

Committee Members

Steve Fields, Presiding Officer

Jeraloe Anderson

David Carson

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. FCS Group Contract for the 2023 Development Services User [CM 23-173](#)
Fee Study in the Amount of \$203,790

[Attachment A: Consulting Services Agreement](#)

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

Department: Finance, 5 minutes

Requested Action: Consent, April 18th

2. Transportation Benefit District Implementation Timeline and [CM 23-163](#)
Formation Ordinance

[Attachment A: Ordinance Forming TBD](#)

[Attachment B: Timeline For Actions](#)

Department: Finance, 20 minutes

Requested Action: Consent, May 2nd

3. Community Projects Volunteer Coordinator Update [CM 23-161](#)

Department: Executive, 5 minutes

Requested Action: Informational

ADJOURNMENT



Memorandum

Date: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-173

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

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:

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:**
Yes
- **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

Date: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-173

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/18/2023	Business Meeting	Approve
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

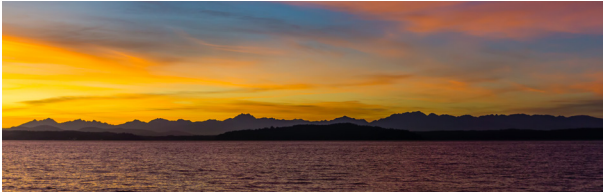
Reference:

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:

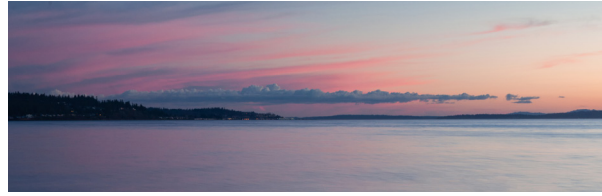
- Developed the cost of service for development fees based on state statute, permit process times, and financial performance data.
- Compared existing fees with fees assessed for similar services in neighboring jurisdictions.
- Facilitated two work sessions with City Council to discuss the study framework 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: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-163

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Executive	Malisa Files	Chief Operating Officer
Public Works	Aaron Bert	Public Works Director

TITLE:

Transportation Benefit District Implementation Timeline and Formation Ordinance

OVERVIEW STATEMENT:

In the 2023-2024 Biennial Budget, Council approved the formation of a Transportation Benefit District (TBD) to collect sales tax revenue to support transportation projects. Below is a description of the steps and timeline to form and establish governance of the TBD and a draft of the formation ordinance.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023-2024 Adopted Budget
- **Required:**
Transportation Benefit Districts are governed under RCW 36.73 allowing the City to establish a TBD and for the levying of additional revenue sources. RCW 35.21.225 authorizes the establishment of a TBD subject to the provisions in RCW 36.73.
- **Council Request:**
The TBD was approved as a new revenue source in the 2023-2024 Adopted Budget.
- **Other Key Facts:**
N/A

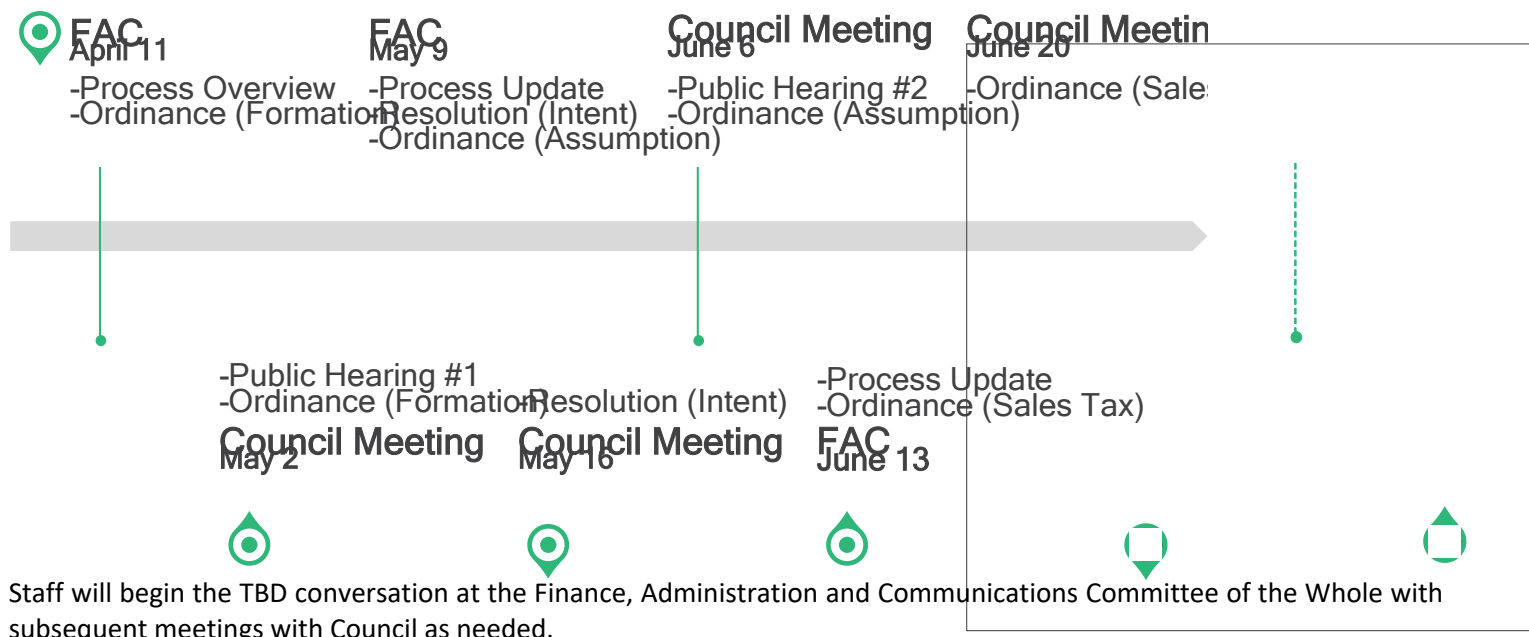
OUTCOMES:

Following a presentation by the prior Public Works Director on pavement management, staff recommended that the budget contain the formation of a TBD to levy revenue for transportation projects and maintenance. A TBD is defined as a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, maintaining, providing, and funding transportation improvements within the district. After budget deliberations, Council approved the formation and allocation of revenue from the TBD in the City's 2023-2024 Adopted Budget.

Formation and governance of the TBD requires two public hearings and several actions by Council, including:

- Two public hearings are required. One for the formation of the TBD and one for the assumption of the TBD
- Passage of three ordinances and one resolution:
 - Ordinance #1: Adding a new chapter to the Redmond Municipal Code to form a TBD (Attachment A).
 - Resolution #1: Declaring the intent to assume the TBD and setting a public hearing date.
 - Ordinance #2: Assumption of the City Council as the governing board of the TBD.
 - Ordinance #3: Imposing 0.1% sales tax to support the TBD.

A proposed timeline to put the TBD in place is contained in Attachment B and summarized below.



Staff will begin the TBD conversation at the Finance, Administration and Communications Committee of the Whole with subsequent meetings with Council as needed.

After the TBD is formed and the collection of sales tax is approved, the Council will need to approve a budget for the TBD outlining the revenue estimates and anticipated expenditures. Staff will bring the budget recommendation to Council in the fourth quarter of the year for review and approval.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned):

Date: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-163

Type: Committee Memo

The proposed timeline above outlines Council actions. However, staff proposes to reach out to the business community through OneRedmond as well as communicate through other media channels to update the Community on the potential of a change in sales tax.

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Estimated revenue to be collected by the TBD through the 0.1% sales tax equals \$5.5 million in the 2023-2024 budget.

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

Capital Investment Program

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☐ **Yes**

☐ **No**

☐ **N/A**

If yes, explain:

N/A

Funding source(s):

The 0.1% sales tax imposed by the TBD.

Budget/Funding Constraints:

The expenditures from the TBD revenue are restricted to transportation purposes under RCW 36.73.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
12/6/2022	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/2/2023	Business Meeting	Approve
5/9/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Date: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-163

Type: Committee Memo

5/16/2023	Business Meeting	Approve
6/6/2023	Business Meeting	Approve
6/13/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
6/20/2023	Business Meeting	Approve

Time Constraints:

The TBD establishment, formation, assumption of governance and imposition of the sales tax must be accomplished by October 2023 in order for the Department of Revenue to be able to collect the additional revenue by January 1, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If the TBD is not established, the transportation projects and programs relying on the TBD revenue would not move forward.

ATTACHMENTS:

Attachment A: Draft Ordinance Forming TBD

Attachment B: Timeline for Actions Required to Implement the TBD

CODE

**Attachment A
CITY OF REDMOND
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING A NEW CHAPTER 3.93 TO THE REDMOND MUNICIPAL CODE ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT; SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT; SPECIFYING THE TRANSPORTATION IMPROVEMENTS TO BE FUND BY THE TRANSPORTATION BENEFIT DISTRICT; AND AUTHORIZING THE TRANSPORTATION BENEFIT DISTRICT BOARD TO ESTABLISH A ONE-TENTH OF ONE PERCENT SALES TAX AND OTHER CHARGES AS AUTHORIZED BY CHAPTER 36.73 RCW; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Redmond ("City") has the responsibility, to the extent of its resources, for the improvement, maintenance, and protection of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47; and

WHEREAS, due to state-wide initiatives that have stripped the ability of local governments to raise necessary revenues, as well as rising annual costs, the City has limited transportation funding to maintain, operate, replace, expand and improve the transportation system; and

WHEREAS, RCW 36.73 provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the district that are consistent with existing state, regional, and

local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, RCW 35.21.225 authorizes the city council to establish a Transportation Benefit District subject to the provisions of RCW 36.73; and

WHEREAS, the City desires to form a Transportation Benefit District that includes the entire City of Redmond as the boundaries currently exist or are hereafter expanded due to annexation; and

WHEREAS, transportation improvements include transportation related maintenance and improvements to city streets and state highways, high-capacity transportation, public transportation, transportation demand management, parking facilities, and other transportation projects designed to reduce congestion on facilities of regional or statewide significance; and

WHEREAS, the City, after giving proper notice, conducted a public hearing and took public comment regarding the proposed establishment of a Transportation Benefit District in accordance with RCW 36.73.050.

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

Section 1. Classification. The new chapter 3.93 adopted in Section 2 of this ordinance is of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Transportation Benefit District Established - Governance - Powers. A new chapter 3.93 is hereby added to the Redmond Municipal Code to read as follows:

TRANSPORTATION BENEFIT DISTRICT

3.93.010 Purpose.

3.93.020 Findings.

3.93.030 Transportation benefit district established.

3.93.040 Governing board - Treasurer.

3.93.050 Authority of district.

3.93.060 Use of funds.

3.93.070 Dissolution of district.

3.93.010 Purpose. The purpose of this chapter is to establish a Transportation Benefit District pursuant to Chapter 36.73 RCW.

3.93.020 Findings.

A. The Redmond City Council finds that it is in the public interest to form a Transportation Benefit District to provide adequate levels of funding for transportation improvements that are consistent with existing state, regional, and local transportation plans and are necessitated by existing or reasonably foreseeable congestion levels, as provided in Chapter 36.73 RCW.

B. The Redmond City Council further finds that it is in the public interest to provide for transportation improvements that, without

limitation, improve modal connectivity and address congestion throughout the City and that protect the City's long-term investments in its infrastructure, reduce the risk of transportation facility failure, improve safety, continue optimal performance of the infrastructure over time, and avoid more expensive infrastructure replacements in the future.

C. The Redmond City Council further finds that the City's six-year Transportation Improvement Plan shall be updated every two years to identify projects that constitute transportation improvements that may be funded by the Transportation Benefit District as funding becomes available, or derived from programmatic identification of transportation related needs which support existing transportation infrastructure.

3.93.030 Transportation benefit district established. There is hereby established a transportation benefit district to be known as the Redmond Transportation Benefit District ("the District") with geographical boundaries coextensive with the corporate limits of the City

of Redmond as they now exist or may hereafter be altered by future annexation.

3.93.040 Governing board - Treasurer.

A. The governing board ("the Board") of the District shall consist of the members of the Redmond City Council acting ex officio and independently. The Board shall have all duties, powers, and authority of the governing board set forth in Chapter 36.73 RCW.

B. The City of Redmond Finance Director shall act as the ex officio treasurer of the District.

C. The Board shall develop and adopt a material change policy to address major transportation plan changes that affect project delivery or the ability of the District to finance the transportation plan. The major change policy shall address those matters set forth in RCW 36.73.160(1).

D. The Board shall provide for the issuance of an annual report meeting the requirements of RCW 36.73.160(2).

3.93.050 Authority of the District.

A. The District shall have and may exercise any and all powers and functions provided by Chapter 36.73 RCW to fulfill the purposes for which the District is established as described in this chapter. This chapter shall be liberally construed to permit the accomplishment of the District's purposes.

B. The Board may, by majority vote, (1) impose a vehicle license fees as provided in RCW 36.73.065(4) and 82.80.140; (2) impose a fee or charge on building construction or land development as authorized by RCW 36.73.065(4) and 36.73.120; and (3) impose a one-tenth of one percent sales tax as authorized by RCW 36.73.065 and RCW 82.14.0455.

C. When approved by voters pursuant to chapter 36.73 RCW, the District may assess other taxes, fees, charges and tolls and impose increases in the same for the uses and purposes identified in this chapter.

D. The District may issue general obligation bonds or revenue bonds in accordance with the provisions of RCW 36.73.070.

3.93.060. Use of Funds. The funds generated by the District may be used for any purpose allowed

by law, including to operate the District and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW. The transportation improvements funded by the District shall be made in an effort to protect the City's long term investments in its infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, to avoid more expensive infrastructure replacements in the future and to improve multi-modal connectivity within the City of Redmond.

3.93.070. Dissolution of District. The District shall be automatically dissolved, pursuant to the procedures set forth in Chapter 36.73 RCW, when all the indebtedness of the District has been retired and when all the District's anticipated responsibilities have been satisfied.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the

invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

ADOPTED by the Redmond City Council this ____ day of _____, 2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, CMC, CITY CLERK

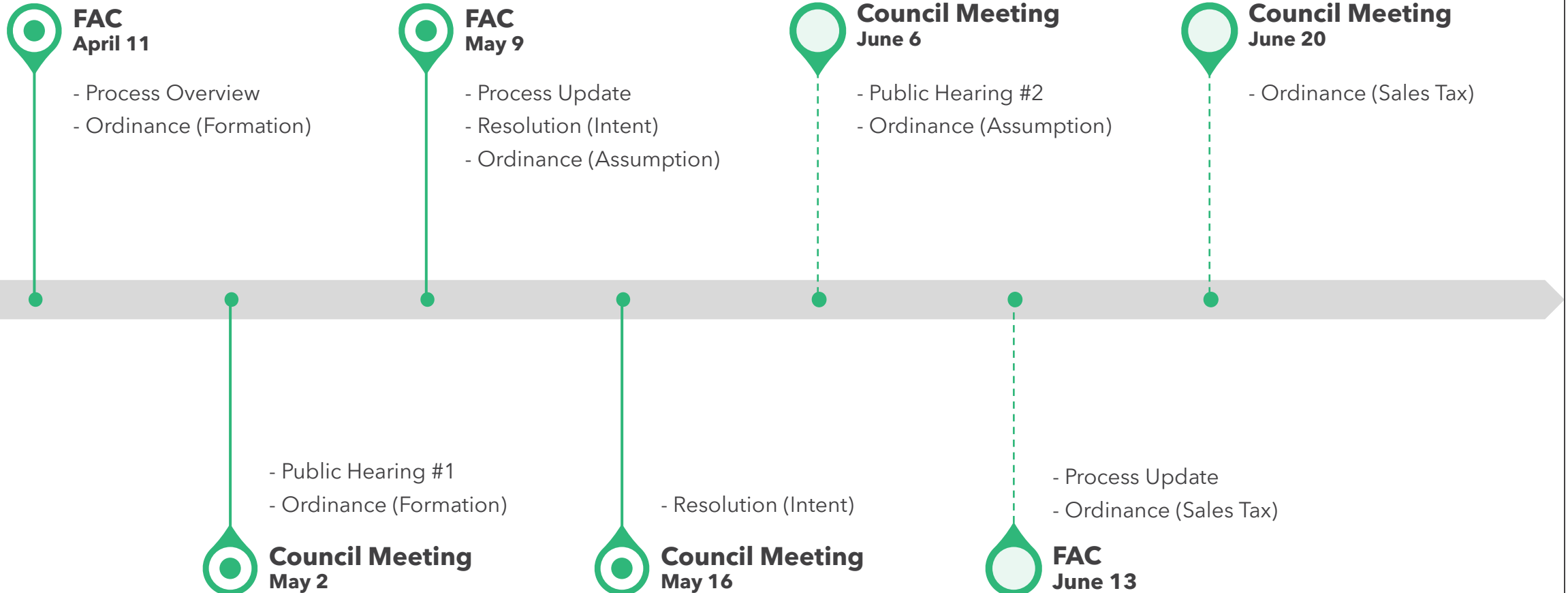
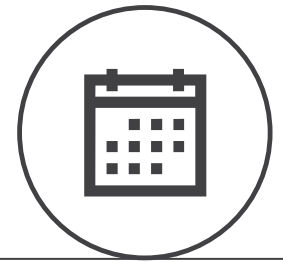
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

JAMES E. HANEY, CITY ATTORNEY

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

Milestones

ATTACHMENT B





Memorandum

Date: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-161

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Lisa Maher	Deputy Director
Executive	Jason Brown	Volunteer Coordinator

TITLE:

Community Projects Volunteer Coordinator Update

OVERVIEW STATEMENT:

During the budget process, City Council requested an update on the newly created position of Community Projects Volunteer Coordinator. The new 0.50 FTE position was adopted in the 2023-2024 biennial budget. The job description and duties have been established, overall strategies have been identified, and a 2023-2024 work plan has been created and is in progress.

☐ **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:**
Council requested updates in the first quarter and September of 2023 upon adoption of the 2023-2024 biennial budget.
- **Other Key Facts:**
N/A

OUTCOMES:

The priorities and strategies for the position, include:

Priorities:

- Strengthen community stewardship and community engagement through volunteer work.
- Build and grow productive partnerships with city staff that can/does utilize volunteers, community groups, and organizations.
- Build a network dedicated to able and willing community volunteers, tasked with assisting on planned.

Strategies:

- Develop policies, programs, and strategies to build the Community Projects Volunteer Coordinator position to support city staff in completion of planned projects.
- Develop positional processes to provide efficient usage of time and best use of staff and volunteer effort and time.
- Engage in transparent and timely communications with all interested parties about growth, success, and the path forward of the program.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Development of a comprehensive communication and outreach plan is in progress. Initial community outreach and marketing are slated for second and third quarter of 2023.
- **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:

0000029

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Date: 4/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-161

Type: Committee Memo

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
9/11/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

None