CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-7

DATE: December 13, 2007

SUBJECT: Contracts for Comprehensive Plan Compliance Work
- A. Shockey Brent
- B. Dugan Planning Services
- C. Perteet Engineering (transportation only)
- D. Snohomish County Interlocal Agency Agreement

CONTACT PERSON: Deborah Knight, City Administrator D. Knight

ISSUE:

The issue before the City Council is to:

1. Discuss the staff recommended strategy to adopt a comprehensive plan compliant with the State Growth Management Act (GMA) – Attachment A
2. Review and comment on the proposals and scopes of work for Shockey Brent, Dugan Planning Services, Perteet Engineering, and Snohomish County.
3. Authorize the Mayor to make any necessary changes to the scopes of work and execute the contracts and the Interlocal Agency Agreement with Snohomish County as directed by the City Council.

This report includes proposals from:

- Shockey Brent, planning consultant - Attachment B
- Dugan Planning Services, capital facilities planner - Attachment C
- Perteet Engineering, transportation planner – Attachment D
- Snohomish County, joint comprehensive planning review and development - Attachment E

There will be additional consultant contracts for the City Council to review from Perteet Engineering for storm water planning and a land use attorney who will be selected in January 2008. The City may need to contract with a firm to update the City's water and sewer plans.

STAFF RECOMMENDATION:

1. Discuss the staff recommended strategy to adopt a comprehensive plan compliant with the State Growth Management Act (GMA).

2. Review and comment on the draft scopes of work for Shockey Brent and Dugan Consulting.
3. Authorize the Mayor to make any necessary changes to the scopes of work and execute the contracts and the Interlocal Agency Agreement (ILA) with Snohomish County as directed by the City Council.

SUMMARY:

Staff is returning to Council with the contracts and ILA as a group so it is clear how the contracts for service will fit together as a cohesive whole and the associated costs with the staff proposed compliance strategy.

Consultant	Task	Original 2008Est.	Revised 2008Est.	Contract Proposal
Shockey Brent	Prepare needs assessment. Coordinate the work of sub-consultants. Incorporate LOS alternatives into Comp Plan document. Update maps, update development code, guide public participation, prepare SEIS	$100,000	$100,000	$109,749
Dugan Planning Services	Prepare financial analysis for LOS alternatives for capital facilities. Forecast future fiscal capacity. Develop and recommend long-range financial strategies	$25,000	$60,000	$15,790
Perteet Engineering	Determine incremental effect of transportation LOS C on congestion and cost. Prepare planning level cost estimates. Review goals and policies of Transportation Element. Make recommendations	N/A	N/A	$11,100
Sno. County Long Range Planner	Ensuring consistency between city and county plans. Peer review work done by other consultants.	$25,000	$35,000	$20,000
Perteet Engineering	Inventory existing storm water system. Identify future needs. Prepare LOS alternatives. Prepare planning level cost estimates. Recommend goals and policies for storm water.	N/A	N/A	$75,000
Water/ Sewer Report	Technical work to update the water and sewer plans (e.g.inventory, needs assessments, LOS alternatives)		$30,000	unknown
Land use attorney	Representation before the GMHB on comprehensive plan.	$50,000	$175,000	unknown
Total		**$200,000**	**$400,000**	**$231,639 YTD**

BACKGROUND:

The most recent Final Decision and Order in Fallgatter IX requires the City to do some extensive technical work to develop inventories of city facilities, identify the gaps between existing facilities and facilities needed to serve the City's future population. This work needs to be coordinated with the City's land use element, facilities elements (transportation, parks, city facilities, storm water, etc.), adopted levels of service, and the Capital Facilities Plan.

The City has taken a piecemeal approach to developing a compliant comprehensive plan. In other words, the City has addressed each Final Decision and Order from the Board as a standalone issue. Although this approach has limited the budget expenditure, it has not always produced successful results. The City appears to be in a "do-loop" with petitions and appeals that wrap around one-another.

The staff proposal is to address these issues holistically. While this is perhaps the most comprehensive approach to ensure success, it is also the most expensive approach requiring coordination between several planning professionals and legal experts.

The Planning Board discussed the proposed comprehensive plan compliance strategy at its November 13, 2007 meeting (Attachment A). At that meeting, staff presented a general outline of tasks and a draft contract from Cairncross and Hempelmann (land use attorney) and Shockey Brent (primary planning consultant).

Since November 13, 2007, the City has received more detailed scopes of work for Shockey Brent (Attachment B) and Dugan Consulting Services (Attachment C) and the Snohomish County Interlocal Agency Agreement (ILA) for the City Council to review.

The City Council met and discussed the Cairncross and Hempelmann contract at its November 15, 2007 meeting and decided to proceed with Cairncross (Andrew Lane, attorney) to represent the City at the upcoming Compliance Hearings in front of the Growth Management Hearings Board on December 31, 2007 and January 28, 2008.

The City Council decided to issue a request for proposal (RFP) for legal support for the 2008 comprehensive compliance effort. Proposals are due on December 14, 2007. A contract for service should be ready for the City Council to review at is January 10, 2008 meeting.

DISCUSSION:

City staff recommend developing a team approach to ensuring a compliant comprehensive plan. This is a "belt and suspenders" approach. The work of the consultants will be peer reviewed by planning and legal professionals. City staff will oversee the consultants work and manage the consultant contracts. This proposal will put City staff in the project oversight role rather than a technical support role.

This alternative has a downside because it is both complicated to manage and expensive. However, the current approach of depending on City staff, city attorney and a single consultant has not been successful. A new approach may yield better results.

Shockey Brent - $109,749

Shockey Brent has been working with the City to update its Comprehensive Plan since 2006. Much of the work on the Parks Element and Transportation Element has been done under Reid Shockey's leadership.

City staff recommend using Shockey Brent as the lead consultant overseeing this work. A draft contract is attached for the Boards review.

Attachment B contains a detailed scope of work including tasks, deliverables, timelines and costs.

Dugan Planning Services - $15,790

Pat Dugan (Dugan Planning Services) specializes in incorporating fiscal considerations into planning decisions and programs. Pat Dugan is a financial leader integrating land use and financial planning. Mr. Dugan's writings on planning and public finance are published in Western Planner and on the Municipal Research and Services Center website (www.mrsc.org). Pat has over 36 years of public service in community development and public finance. He was the Administrative Operations Manager in the Snohomish County Public Works Department and participated in successfully defending the County's capital facilities and transportation planning programs in challenges before the Growth Management Hearings Board.

Attachment C contains a detailed scope of work including tasks, deliverables, timelines and costs.

Perteet Engineering - $11,100

Eric Irelan with Perteet Engineering prepared the City's draft Transportation Element. The draft Element needs some "fine-tuning" and the City is requesting an analysis of a LOS C standard. The current adopted LOS is B. The draft Transportation Element includes an analysis of LOS D.

Current maps and project descriptions will be amended as needed. Perteet will review the transportation goals and policies to ensure consistency with proposed revisions.

Snohomish County - $20,000 ($70/hour x 285 hours)

Snohomish County Long-Range Planning Division – The City has a draft interlocal agency agreement with Snohomish County to provide peer review throughout this process and consistency with the Snohomish County comprehensive plan.

Other Contracts for Services

Storm water Consultants – the City needs to inventory its existing storm water facilities, adopt a level of service standard and identify future facilities for managing storm water to serve the future population.

Water/Sewer Consultants – the City's water and sewer plans need to be review to determine if the needs assessment and existing inventories are adequate. The City may need to contract with these consultants to revise the plans for consistency with the Comprehensive Plan.

FISCAL IMPACT:

Staff have requested a break down of deliverables, timelines, and costs from each of the consultants. The draft scopes of work are provided to the City Council for discussion and to give the Council an idea of the project cost.

The City's 2008 budget includes $200,000 in funding toward this effort. The budget is divided between the General and Enterprise Funds. The compliance effort is expected to cost approximately $400,000. The City has identified $231,639 in estimated costs to date. There are remaining contracts for land use attorney, storm water and water/sewer consultant support that Council will need to consider in January.

Donations Campaign

Due to current budget constraints, the City does not have the funding necessary to accomplish this effort without help from the Sultan community.

City staff propose initiating a donation (fund raising) campaign to close the $200,000 gap between the proposed 2008 budget for creating a compliant comprehensive plan and the revised cost estimate for the effort.

Chapter 3.68 of the Sultan Municipal Code (Attachment A) defines how the City will accept donations of money and property. Donations in excess of $500 must be accepted by a majority vote of the City Council. Donations may be for general or specific purposes.

If the City Council decides to proceed with a specific effort to raise money to support the comprehensive plan compliance effort, City staff recommend creating separate revenue and expenditure funds to accept and track donations and offsetting expenses.

Staff will return to Council with a proposed donation campaign if there is support for soliciting donations through a fund raising campaign.

RECOMMENDATION:

1. Discuss the staff recommended strategy to adopt a comprehensive plan compliant with the State Growth Management Act (GMA).
2. Review and comment on the draft scopes of work for Shockey Brent and Dugan Consulting.
3. Authorize the Mayor to make any necessary changes to the scopes of work and execute the contracts and the Interlocal Agency Agreement (ILA) with Snohomish County as directed by the City Council.

RECOMMENDED MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO MAKE ANY NECESSARY CHANGES TO THE SCOPES OF WORK AND EXECUTE THE CONTRACTS WITH SHOCKEY BRENT, DUGAN PLANNING SERIVCES, PERTEET ENGINEERING AND THE INTERLOCAL AGENCY AGREEMENT WITH SNOHOMISH COUNTY.

ATTACHMENTS:

A – Compliance Strategy and Timeline
B – Shockey Brent
C – Dugan Planning Services
D – Perteet Engineering
E – Snohomish County Interlocal Agency Agreement

Attachment B

PURPOSE STATEMENT

The City of Sultan has been working since 2005 to address issues raised by the Central Puget Sound Growth Management Hearings Board concerning the 2004 update of its comprehensive plan. Many issues have been resolved; however, several issues related to capital facilities planning remain. Generally, these involve documenting the need for sewer, water, storm water, parks, and transportation infrastructure to serve a projected 2025 population of 11,119 within current Urban Growth Area boundaries.

> " ***Concurrency***. *The achievement of concurrency should be sought with respect to public facilities in addition to transportation facilities. The list of such additional facilities should be locally defined. The department recommends that at least domestic water systems and sanitary sewer systems be added to concurrency lists applicable within urban growth areas.... Concurrency describes the situation in which adequate facilities are available when the impacts of development occur, or within a specified time thereafter. With respect to facilities other than transportation facilities and water systems, local jurisdictions may fashion their own regulatory responses and are not limited to imposing moratoria on development during periods when concurrency is not maintained.* -- *WAC 365-195-070 (3)*

The City must also document how it intends to finance or otherwise provide for the development of infrastructure concurrent with development. The Hearings Board has found the City's Capital Facilities Plan and Comprehensive Plan non-compliant with the provisions of WAC 365-195-315 (Capital Facilities Element) and WAC 365-195-320 (Utilities Element).

The City completed draft revisions to its Comprehensive Plan in September 2007. Upon conclusion of a public comment period on October 15, 2007, the City is completing its revisions. It intends to address issues regarding the capital facilities plan, capital facilities element, utilities element and transportation element as part of this process.

The following scope of work has been designed to achieve a compliant Comprehensive Plan meeting the mandates of the Growth Management Hearings Board.

B.1

SCOPE OF WORK

1. Needs Assessment: All existing capital facilities plans will be reviewed to determine if they contain an adequate "needs assessment" for the public facilities. CONSULTANT will assess the following plans for consistency with elements of the 2007 Comprehensive Plan update, including a Needs Assessment meeting the requirements of the Growth Management Act and the Growth Hearings Board Final Decision and Order:
   - Water Systems Plan
   - Sewer Systems Plan
   - Surface Water Management Utility
   - Transportation Plan

The Needs Assessment will be completed by December 13, 2007. It will include notations of areas of further analysis necessary to meet the requirements of the Growth Hearings Board Final Decision and Orders in Fallgatter V, VIII and IX; McVittie v Snohomish County (Case No. 99-3-0016c) and KCRP VI v. Kitsap County, (CPSGMHB No. 06-3-007).

2. Level of Service: As each new or revised public facilities element (roads, sewer, water, parks, surface water) is prepared and the needs assessment is completed, levels of service will be established or revised. LOS standards will be developed for roads, parks and fire service.
   - Transportation level of service, currently at LOS B will be analyzed at LOS C and LOS D to determine the incremental effects of each on congestion and cost. CONSULTANT will assist Perteet Inc. to incorporate its findings into the Comprehensive Plan document.
   - Parks and Recreation level of service is ~~considered to be essentially complete in the Comprehensive Plan~~currently has an LOS of 42.6 acres/1,000 residents. CONSULTANT will develop and evaluate two alternate levels-of-service for the City to consider including project cost estimates. Dugan Planning Services will analyze the fiscal capacity of the City to support the alternatives. CONSULTANT will incorporate findings into the Capital Facilities Plan.
   - Storm water level of service has not been addressed in previous planning efforts. CONSULTANT will ~~develop and evaluate~~identify up to three alternative levels-of-service methods for the City to consider. ~~including project cost estimates.~~ CONSULTANT will also solicit input from Snohomish County on identifying level of service elements, and recommend the degree of coordination on level-of-service methodology. ~~Dugan Planning Services will analyze the fiscal capacity of the City to support the alternatives.~~
   - Facility levels of service for sewer, water, and police will be evaluated. CONSULTANT will develop and evaluate up to three alternative levels-of-service as determined by the City Council. Dugan Planning Services will analyze the fiscal capacity of the City to support the alternatives.

B.2

- Level of service for other elements of the Capital Facilities Plan (sewer, water, surface water). ~~-~~Policies for extension of services to unserved areas will be ~~discussed~~ developed by CONSULTANT for the City's consideration.~~in terms of policies for extension of services to unserved areas.~~

3. Capital Facilities Plan Reconciliation: Existing capital facilities plans are being reviewed and integrated by Dugan Planning Services ("Dugan"). Dugan is charged with outlining a.) a detailed capital investment strategy for the first six years and b) a more general strategy for subsequent years through 2025. The work by Dugan will form the basis for an updated capital facilities plan and will be incorporated into the Comprehensive Plan. CONSULTANT will work with Dugan to ensure consistency with other elements of the comprehensive plan, the Needs Assessment, level of service analysis, etc.

~~4.~~Surface Water Improvement Plan: ~~The City is in the process of creating a Surface Water Utility (See Item 11 below). Specific surface water improvements are unknown at this point. A Surface Water Plan has been budgeted for 2008 and will document need and both short and long term capital improvements. CONSULTANT will work with the parties to identify broad planning level needs reflecting the goals of the upcoming surface water utility and a logically based concept for a stormwater utility system~~existing storm water facilities, level of service alternatives and financing strategies, ~~. CONSULTANT will subcontract and confer with drainage experts at Perteet, Inc. as needed to confirm the accuracy of the discussion.~~

4. Scope of work to be prepared under separate contract {DRAFT to be submitted to the city the week of Dec. 10, 2007}
5. Capital Facility Plan Adjustments: The land use and other elements of the Comp Plan will be reassessed and City funding sources will be adjusted, wherever indicated, so that City can build and pay for facilities serving the 2025 goals of the plan. CONSULTANT will assist Dugan in any modifications or updates to capital facilities plans as necessary to reflect current and accurate information.

6. Comprehensive Plan Adjustments: Relevant sections of the comprehensive plan (land use, economic development, parks, etc.) will be adjusted to relate updated needs assessment and capital facilities information to the other portions of the Plan (land use, population, parks, etc.) CONSULTANT will determine components of those plans which may require adjustment or amendment to achieve consistency with the Comprehensive Plan and its updated information. Shockey/Brent will coordinate with Dugan and authors of various plans as necessary to confirm the validity of adjustments to the respective plan sections.

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7. Unserved Areas: The General Sewer Plan, and the Water System Plan will be revised to provide a mechanism to provide service to un-served areas in existing developed areas in the city.

8. Graphics Update: Maps and graphics will be reviewed and modified to reconcile conflicts between maps and plans contained in existing capital facility plans (e.g. water and sewer). Maps will be updated to reflect changes in the Comprehensive Plan. CONSULTANT will amend maps as necessary to depict the City's capital facilities plan and policies; project phasing; public vs. private responsibilities, etc.

9. Code Updates: Local codes will be amended to implement the Plan in accordance with WAC 365-195-805. CONSULTANT will develop resolutions or ordinances for review and adoption by the City, implementing changes to the referenced plans coincident with adoption of the Comprehensive Plan.

10. Public Participation: CONSULTANT will participate in meetings of a proposed Advisory Committee comprised of Council, Planning Board members and the public. CONSULTANT will support City Staff in preparation for these meetings as directed, but the principal role of the CONSULTANT will be to attend said meetings and participate in discussions.

    This task is anticipated to consist of at least one meeting with City staff and the planning team of two hours per month. Participation and presentations as may be required to various City policy bodies including one meeting per month of two hours each for a working committee, the Planning Board and City Council. Participation in four Community Workshops to present policy issues and work product.

11. Supplemental Environmental Impact Statement or EIS Addendum: CONSULTANT will prepare a Supplemental Environmental Impact Statement or EIS Addendum consistent with the State Environmental Policy Act (SEPA) and applicable rules (WAC 197-11) for review and use by agencies, interested citizens and elected officials.

~~11.~~12. Surface Water Utility: CONSULTANT will work with the City Staff to develop an implementing ordinance creating a surface water utility. Information from previous Items 1-10 will be incorporated into the effort to ensure consistency

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Comprehensive Plan Update
2008 Budget
Shockey/Brent, Inc. and
Perteet Inc.

Task 1: Needs Assessment				Product	Delivery Date
	Hours	Rate	Cost		
Principal	30	$150	$4,500	A freestanding Needs Assessment Report to be used as a basis for adjustments to the CFP and Comprehensive Plan.	January 13, 2008
Planner	30	$95	$2,850		
CADD Design		$90			
Clerical	5	$50	$250		
Total			$7,600		
Direct Expenses					
Shockey/Brent Total			$7,600		

Task 2: Level of Service				Product	Delivery Date
	Hours	Rate	Cost		
Principal	60	$150	$9,000	A freestanding Level of Service report covering roads, police, utilities, fire and other services. Specific for roads and parks. More general for others	
Planner	25	$95	$2,375		
CADD Design		$90			
Clerical	5	$50	$250		
Total			$11,625		
Direct Expenses					
Shockey/Brent Total			$11,625		

Task 3: Capital Facilities Plan Reconciliation				Product	Delivery Date
	Hours	Rate	Cost		
Principal	30	$150	$4,500	Comprehensive Plan text based on work by Dugan.	Concurrent with Dugan report
Planner	25	$95	$2,375		
CADD Design		$90			
Clerical		$50			
Total			$6,875		
Direct Expenses					
Shockey/Brent Total			$6,875		

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Comprehensive Plan Update
2008 Budget
Shockey/Brent, Inc. and
Perteet Inc.

Task 4: Surface Water Improvement Plan				Product	Delivery Date
	Hours	Rate	Cost		
Principal	20	$150	$3,000	Collaboration with others to identify a "planning level" system description in advance of detailed stormwater plan in 2008.	
Planner	5	$95	$475		
CADD Design	4	$90	$360		
Clerical		$50			
Total			$835		
Direct Expenses			$84		
Shockey/Brent Total			$919		

Task 5: Capital Facility Plan Adjustments				Product	Delivery Date
	Hours	Rate	Cost		
Principal	25	$150	$3,750	Collaboration with others on text descriptions of adjustments to the CFP.	
Planner	25	$95	$2,375		
CADD Design		$90			
Clerical		$50			
Total			$6,125		
Direct Expenses					
Shockey/Brent Total			$6,125		

Task 6: Comprehensive Plan Adjustments				Product	Delivery Date
	Hours	Rate	Cost		
Principal	40	$150	$6,000	List of proposed text revisions to comprehensive plan in response to CFP analysis	
Planner	40	$95	$3,800		
CADD Design	10	$90	$900		
Clerical		$50			
Total			$10,700		
Direct Expenses					
Shockey/Brent Total			$10,700		

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Task 7: Unserved Areas				Product	Delivery Date
	Hours	Rate	Cost		
Principal	25	$150	$3,750	A freestanding report outlining strategies for providing urban level services to currently unserved areas. The report will contain new or revised policies and pro forma code changes.	
Planner	10	$95	$950		
CADD Design	15	$90	$1,350		
Clerical		$50			
Total			$6,050		
Direct Expenses					
Shockey/Brent Total			$6,050		

Task 8: Graphics Update				Product	Delivery Date
	Hours	Rate	Cost		
Principal	5	$150	$750	Revised maps and graphics as needed.	
Planner	5	$95	$475		
CADD Design	40	$90	$3,600		
Clerical		$50			
Total			$4,825		
Direct Expenses			$1,000		
Shockey/Brent Total			$5,825		

Task 9: Code Updates				Product	Delivery Date
	Hours	Rate	Cost		
Principal	40	$150	$6,000	An ordinance amending sections of the City Code to implement results of previous work elements.	
Planner	10	$95	$950		
CADD Design		$90			
Clerical		$50			
Total			$6,950		
Direct Expenses					
Shockey/Brent Total			$6,950		

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Task 10: Public Participation				Product	Delivery Date
	Hours	Rate	Cost		
Principal	136	$150	$20,400	Attendance by CONSULTANT at each Advisory Committee, Planning Board and City Council meeting through completion in June 2008. Four community workshops Attendance at GMHB hearings	One Team Meeting per month. Two meetings per month through June. Two Council meetings per month through September. Four Community workshops. Two GMHB hearings.
Planner	24	$95	$2,280		
CADD Design	10	$90	$900		
Clerical		$50			
Total			$23,580		
Direct Expenses					
Shockey/Brent Total			$23,580		

Task 11: Supplemental EIS/Addendum				Product	Delivery Date
	Hours	Rate	Cost		
Principal	40	$150	$6,000	Assistance to City for creation of Surface Water Utility.	
Planner	60	$95	$5,700		
CADD Design	20	$90	$1,800		
Clerical	30	$50	$1,500		
Total			$15,000		
Direct Expenses			$1,500		
Shockey/Brent Total			$16,500		

Task 12: Surface Water Utility				Product	Delivery Date
	Hours	Rate	Cost		
Principal	20	$150	$3,000	Assistance to City for creation of Surface Water Utility.	
Planner		$95			
CADD Design		$90			
Clerical	20	$50	$1,000		
Total			$4,000		
Direct Expenses			$400		
Shockey/Brent Total			$4,400		

Total

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Comprehensive Plan Update
2008 Budget
Shockey/Brent, Inc. and
Perteet Inc.

	Hours	Rate	Cost
Principal	471	$150	$70,650
Planner	259	$95	$24,605
CADD Design	99	$90	$8,910
Clerical	60	$50	$3,000
Total			$107,165
Direct Expenses			2,584
Publication			At Cost
Shockey/Brent Total			$109,749

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Attachment C

City of Sultan Fiscal Strategy
Proposed Work Program
As Revised November 23, 2007

By Dugan Planning Services

Introduction

This work program is intended to provide the City with:

- Fiscal analysis of the City's financial capacity to support a proposed GMA Capital Facility Plan,
- Evaluate the financial implications several alternative level of service standards for providing capital facility services, and
- Develop and recommend a long range financial strategy to fund the development of facilities the City determines are necessary to support future development.

Work on the second two of these objectives depends on the work of other consultants who will be responsible for developing recommendations for the City's Capital Facility Plan and Levels of Service. Since the time-line for these latter objectives will be determined on the delivery of other consultant work, the actual time-line for these objectives will depend on when those deliveries are made.

Work Program

Objective A: Evaluate the fiscal capacity of the City to respond to capital needs and sustain a capital development program.

> *Discussion: This objective will provide the background understanding needed for the analysis of LOS alternatives and for developing a financial strategy to fund future facilities. This evaluation will compare City finances with other similar jurisdictions to assess its financial base and tax effort. It will also consider the City's potential to use external sources of finance, including grants, loans and developer contributions. The evaluation will examine by forecasting how these considerations may change over time as the comprehensive plan is implemented.*

Task A.1: Collect available data on City finances, plans and land use trends, including but not limited to:

- Basic population and demographic data
- Proposed comprehensive plan

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DPS

- Existing and proposed capital facility plans
- Assessor data relating to City valuations
- City budgets and pertinent financial reports
- Sales tax data
- Rate studies
- Comparative financial data from the State Auditor's Web Site

Discussion: It is anticipated that this data will be from existing sources with the City providing the appropriate City financial documents (budgets, rate studies and financial reports). The data collected in this task will support the work under all of the objectives. It is assumed that data regarding the costs of various public facilities will be derived from existing sources or provided by other consultants.

Task A.2: Create and compile data into spreadsheet models that compare the City with other cities and provide a forecast of future conditions.

Discussion: These sheets will include graphic representation of the information and analysis.

Task A.3: Forecast future fiscal capacity.

Discussion: This task will utilize the co llected and complied information to produce generalized forecasts of the future capacity of the City to meet its capital needs while providing on -going services. The analysis will identify key external variables (those things the City cannot control such as inflation) and internal variables (those things that the city can control such as tax initiatives) that can significantly affect future capacity.

Task A.4: Identify and assess potential external sources of finance including grants, loans and developer contributions.

Discussion: This task will add an analysis of external financing to the analysis of the City's internal capacity.

Task A.5: Produce a draft analysis for internal review and understanding as other work proceeds.

Discussion: The draft will be refined under Objective C into language to be included in the Capital Facilities Plan or supporting documents.

Objective A Deliverable: A draft analysis of existing and future fiscal capacity and resources to support the development of capital facilities.

Objective A Timeline: The draft report will be delivered to the City byJanuary 7.

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Objective A Hours and Costs:

Hours: 40
Costs: $3,200

Objective B: To analyze the fiscal implications of alternative levels of service for various public facilities.

Discussion: A key part of the overall project is to assess the ability of the City to afford capital facilities providing alternative levels of service. This objective will provide this analysis and will include consideration of a range of potential strategies to finance such alternative levels of service. Since the work in this objective will depend on the work of other consultants, the actual work may vary according to the res ults of that work by other consultants.

Task B.1: Collect and discuss alternative levels of service as developed by other consultants for the following facilities:

- Transportation Systems
- Water Systems
- Sanitary Sewer Systems
- Storm Drainage Systems
- Parks and Recreational Facilities
- General Government Facilities owned by the City

Discussion: These levels of service and the costs associated with providing the levels of service will be developed by other consultant s. It is anticipated that each system will have at least two and not more than three alternatives.

Task B.2: Analyze the fiscal capacity of the City to support the alternatives, individually and collectively.

Discussion: This tasks includes the following steps:

- *Match each type of facility to various internal and external financing resources,*
- *Estimate the potential amount of funds each resource might be able to generate for each type of facility,*
- *Compare the costs to the potential revenues,*
- *Identify potential timing (such as controlling when fa cilities will be constructed), geographical (such as phasing facility development in deferent areas of the City) and policy (such as conditioning*

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development of the adequacy of facilities) measures that might be available to the financial strategy.

- *Consider different ways that various financial resources and measures can be applied for delivering each alternative level of service.*

Task B.3: Provide tentative recommendations for an appropriate financial strategy and level of service for each type of capital system.

Discussion: These recommendations will be derived from and will be based on Task B.2. The potential recommendations will be discussed with the consulting team.

Task B.4: Write Draft Report summarizing the analysis and presenting the recommendations.

Discussion: The draft will be refined under Objective C, incorporating final recommendations, into language to be included in the Capital Facilities Plan or supporting documents.

Objective B Deliverable: A draft analysis of the fiscal implications of alternative LOS, including tentative recommendations.

Objective C Timeline: The draft report will be delivered to the City by April 1 or within three weeks of the consultant team providing to DPS all of the alternative LOS proposals for all systems, whichever is later.

Objective B Hours and Costs:

Hours: 40
Costs: $3,200

Objective C: Develop and recommend a long range financial strategy to fund the development of facilities the City determines arenecessary to support future development.

Discussion: This objective includes the time spent coordinating activities with the consultant team, receiving policy direction from the City and the preparation and review of the recommended long -range fiscal strategy.

Task C.1: Participate in consultantteam meetings throughout process to coordinate the fiscal analysis with other parts of the project.

Discussion: This task is anticipated to consist of at least one meeting of two hours per month. The task includes some time to research and follow up on discussions which may not be elsewhere addressed in the program.

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Task C.2: Participate and present work as may be required to various Citypolicy bodies.

Discussion: It is anticipated that this will involve one meeting per month of two hours each for a working committee, the Planning Commission and City Council. The task includes some time to research and follow up on discussions which may not be elsewhere addressed in the program.

Task C.3: Participate in four Community Workshops

Discussion: Prepare for and participate in four Community Workshops on the overall program. This task includes making presentations as needed.

Task C.4: Prepare PowerPoint presentations of work to present to various policy bodies and community workshops.

Discussion: It is anticipated that there will be three such presentations, one for each objective to be presented to all policy bodies and the community workshops.

Task C.5: Draft initial financing strategy for discussion and review.

Discussion: An initial strategy will be developed based on the results of objectives A and B and the discussions of the consultant team and City policy bodies. It will incorporate the reports of the other objectives and provide an overall strategy for adoption by the City

The strategy will identify and discuss the fiscal capacity, financial resources, and measures available to finance needed improvements. It will recommend policies that would guide the future financing of the City's capital facilities.

Task C.6: Based on the draft strategy develop a six year financing program to implement the first phase of the strategy.

Discussion: This task involves potential revision to six-year plans that are either currently being used or will be developed by othe r consultants based on the draft strategy.

Task C.7: Based on the review of the draft strategy and six year program, prepare the final financial section of the Capital Facility Plan for adoption by the City.

C-5

Objective C Deliverable:

- A draft Financial Strategy.
- Up to 3 Power Point Presentations
- Financial sections of the CFP

Objective C Timeline: The draft report will be delivered to the City byJune 1 or three weeks of the completion of consultant team review the product of Objective B, whichever is later.

Objective B Hours and Costs:

Hours: 110
Costs: $8,800

Billing Rates and Policies:

Hourly Rates: All time will be billed at $80 perhour

Materials: The hourly rate includes all incidental material costs with performing the work, including materialprovided to the consultant team. Since it is anticipated that the City would be responsible for printing or duplication of material for policybodies and public, no material production costs are included. If this responsibility is assigned to the consultant such costs would be in addition to those noted above.

Mileage: Miles traveled shall be billed at$0.40 per mile. DPS does not charge for time spent traveling $590 is budgeted for this purpose

Administrative Costs: Administrative costs are not charged separately. Such costs are included in the Consultant hourly rate for work performed.

TOTAL COSTS: $15,790

C-6

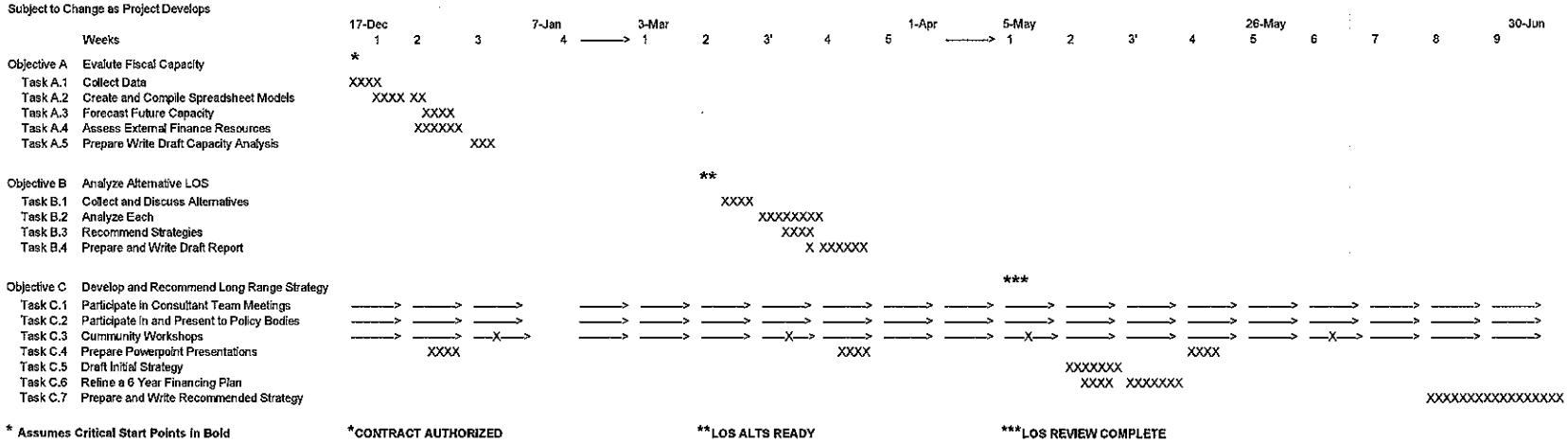
Hours and Costs

		Hours	Costs
Objective A	Evaluate Fiscal Capacity		
Task A.1	Collect Data	4	
Task A.2	Create and Compile Spreadsheet Models	10	
Task A.3	Forecast Future Capacity	12	
Task A.4	Assess External Finance Resources	6	
Task A.5	Prepare Write Draft Capacity Analysis	8	
	Subtotal	40	$3,200.00
Objective B	Analyze Alternative LOS		
Task B.1	Collect and Discuss Alternatives	4	
Task B.2	Analyze Each	16	
Task B.3	Recommend Strategies	10	
Task B.4	Prepare and Write Draft Report	10	
	Subtotal	40	$3,200.00
Objective C	Develop and Recommend Long Range Strategy		
Task C.1	Participate in Consultant Team Meetings	20	
Task C.2	Participate in and Present to Policy Bodies	42	
Task C.3	Cummunity Workshops	12	
Task C.4	Prepare Powerpoint Presentations	6	
Task C.5	Draft Initial Strategy	16	
Task C.6	Refine a 6 Year Financing Plan	8	
Task C.7	Prepare and Write Recommended Strategy	6	
	Subtotal	110	$8,800.00
Administrative Costs			
	Included in Above.	0	$0.00
Travel			
32 Trips of 46 miles			$590.00
Materials: None anticipated if duplication for policy boards is done by City			$0.00
TOTAL			$15,790.00

Billing Rate: $80.00 Per Hour

Timeline

Subject to Change as Project Develops



* Assumes Critical Start Points in Bold

*CONTRACT AUTHORIZED

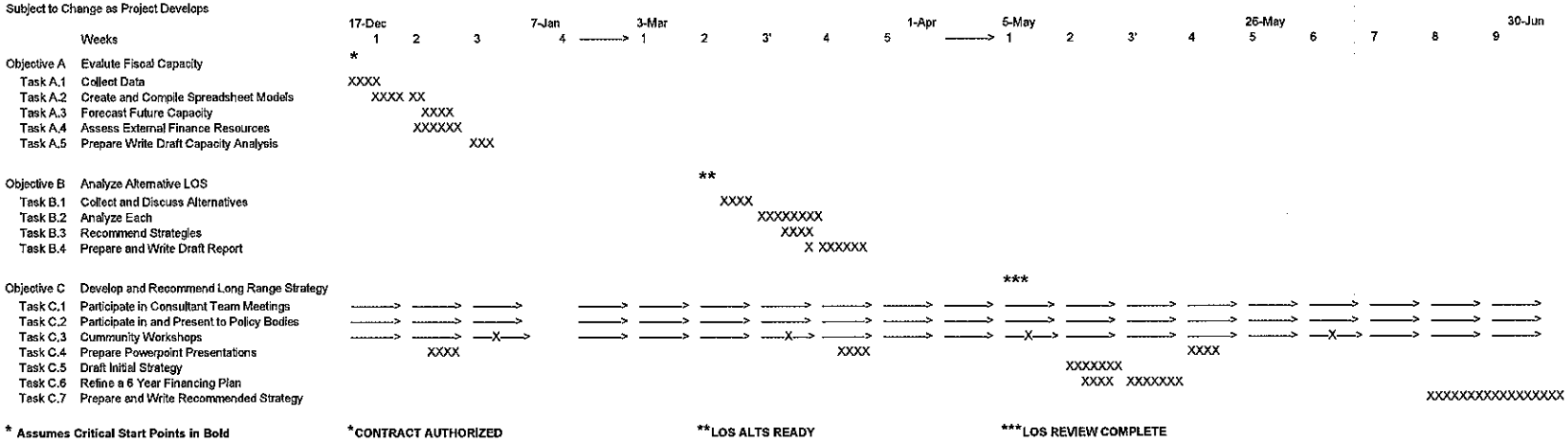
**LOS ALTS READY

***LOS REVIEW COMPLETE

C-8

Timeline

Subject to Change as Project Develops



* Assumes Critical Start Points in Bold

*CONTRACT AUTHORIZED

**LOS ALTS READY

***LOS REVIEW COMPLETE

Attachment D

City of Sultan
Sultan Traffic LOS Standard Analysis Report

Preliminary Scope of Services

Project Description

The purpose of this project is to provide analysis to assist preparation of the City's capital facilities plan. Additional analysis is requested to determine the incremental effect of different transportation level of service (LOS) standards on congestion and cost to the City.

The current adopted City transportation level of service (LOS) standard is "B". Analysis completed as part of the draft revised transportation element provided a list of transportation improvements recommended to maintain a proposed revised LOS "D" standard through the year 2025. The City would like additional analysis to determine the effect on congestion, transportation improvements and improvements costs under an LOS standard of "C".

The product of this work will be a summary report of comparative future transportation improvements with cost estimates under a proposed revised LOS standard of "C" and of "D".

Assumptions

Year 2025 traffic forecasts developed for the draft revised transportation element model will be used. Transportation LOS analysis methodology for this project will be consistent with the method used in development of the draft revised transportation element. Additional project cost estimates will utilized generalized cost methodology based on per lane mile costs developed as part of the draft revised transportation element. The City will collect additional data if needed that is not included in the Consultant's scope. The City will plan, lead and facilitate any required public meetings including sessions with City Council and the Planning Board. The consultant will present report findings at up to two public meetings.

Project Tasks

Task 1 Project Management

The Consultant will develop a project schedule and monitor the progress of the project. The Consultant will maintain contact with the City staff on a weekly basis and prepare monthly project progress reports and billing invoices.

Task 2 Review Future Traffic Level of Service Calculations

Review future traffic level of service (LOS) calculations – Consultant will review future traffic LOS for revised City arterial street functional classification system as developed in the draft revised transportation element.

Sultan Additional Traffic LOS Analysis Report

Perteet Inc.
2707 Colby Ave., Suite 900
Everett, WA 98201
206-252-7700

Project: Swinomish Transportation Plan Interim Update - Phase II
Client: Swinomish Tribal Community
Date: 06/19/2007

WORK ELEMENT	Senior Associate M. Stringam	Associate D. Hansen	Engineer Planner IV E. Irelan	Engineer Planner II A. Yim	Account Clerical	Total Task	Total Task
Hourly Rates	$170.00	$165.00	$130.00	$90.00	$75.00	Hours	Dollars
Task 1 Project Management & Administration			4		2	6	$ 670
						0	$ -
						0	$ -
Subtotal	*0*	*0*	*4*	*0*	*2*	*6*	$ 670
Task 2 Review Future Traffic Level of Service Calculations	1		8			9	$ 1,210
						0	$ -
						0	$ -
Subtotal	*1*	*0*	*8*	*0*	*0*	*9*	$ 1,210
Task 3 Evaluate the Adequacy of the City's Draft Revised Transportation Element to meet LOS standard B and C	1		8			9	$ 1,210
						0	$ -
							$ -
Subtotal	*1*	*0*	*8*	*0*	*0*	*9*	$ 1,210
Task 4 Recommend Additional Transportation Improvements	1		8			9	$ 1,210
							$ -
Subtotal	*1*	*0*	*8*	*0*	*0*	*9*	$ 1,210
Task 5 Review Transportation Goals and Policies	1		2			3	$ 430
						0	$ -
Subtotal	*1*	*0*	*2*	*0*	*0*	*3*	$ 430
Task 6 Transportation Improvement Cost Estimates		2	8			10	$ 1,370
						0	$ -
Subtotal	*0*	*2*	*8*	*0*	*0*	*10*	$ 1,370
Task 7 Transportation Summary Report	1		12	4		17	$ 2,090
						0	$ -
Subtotal	*1*	*0*	*12*	*4*	*0*	*17*	$ 2,090
Task 8 Transportation Report Presentation			12	4			$ -
							$ 1,920
							$ -
Subtotal	*0*	*0*	*12*	*4*	*0*	*0*	$ 1,920
Task 9 Transportation Element Revisions			4	2	1		$ -
							$ 775
							$ -
Subtotal	*0*	*0*	*4*	*2*	*1*	*0*	$ 775
Total Hours	5	2	66	10	3	63	$ 86
Total Dollars	$ 850	$ 330	$ 8,580	$ 900	$ 225		$ 10,885

Total Project Costs

Project Labor	$10,885	Expenses:	
Expenses	$215	Reports	$ -
		Mileage	$ 65
		Misc.	$ -
		CADD	$ 150
TOTAL COMPENSATION	$11,100	Traffic Models	$ -
		EXPENSES	$ 215

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After Recording Return to:

Barbara Sikorski, Asst. Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Attachment E

Agencies: Snohomish County and City of Sultan
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF#_____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN AND SNOHOMISH COUNTY CONCERNING PROVISIONS OF JOINT COMPREHENSIVE PLANNING REVIEW AND DEVELOPMENT

THIS Agreement is entered into by Snohomish County, a home rule charter county and a political subdivision of the State of Washington ("County"), and the City of Sultan, a municipal corporation of the State of Washington ("City").

WHEREAS, both the County and City are required to administer and enforce the State Growth Management Act (GMA) pursuant to RCW 36.70A; and

WHEREAS, The City has adopted implementing ordinances for a comprehensive plan (942-06), comprehensive sewer plan (897-05), comprehensive water plan (898-05) and capital facilities plan to be executed within its corporate boundaries; and

WHEREAS, The City's adopted implementing ordinances 942-06, 897-05 and 898-05 have been challenged at the Central Puget Sound Growth Management Hearings Board (CPSGMHB) and found non-compliant with the GMA; and

WHEREAS, the City desires to provide for compliance with the requirements of the GMA and the CPSGMHB decisions regarding comprehensive plans by entering into this Agreement; and

WHEREAS, the County's Department of Planning and Development Services (PDS) shall be the administrator of this Agreement; and [?]

WHEREAS, this Agreement between the County and the City is made pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, for the purpose of creating a cooperative agreement between the County and City, two governmental entities, in order to provide comprehensive planning review services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

Section 1. SCOPE OF SERVICES

1.1 The County, through PDS and upon request by the City, agrees to provide services to the City as defined in this Agreement in Appendix A. The County's performance of said services under this Agreement may be limited by the availability of PDS personnel.

1.2 Both parties understand and agree that PDS staff providing services pursuant to this Agreement are acting in an official capacity as employees of Snohomish County and shall be under the exclusive direction and control of the Director of PDS.

1.3 Snohomish County may use any resources available to it to provide agreed upon comprehensive plan review services, including, but not limited to, additional personnel.

1.4 The City agrees to cooperate with all terms and conditions of this Agreement, and shall furnish any information or other material available to it as may be required in the course of performance of this Agreement.

1.5 The City, by this Agreement and to the extent contained herein, delegates to the County the authority to perform on the City's behalf those services as provided in this Agreement and within the City's jurisdictional boundaries. [?]

Section 2. COMPENSATION

2.1 The City shall pay the County for services provided hereafter at the rate specified on the fee schedule in Appendix B, with a one (1) hour minimum charge. Additional charges shall be billed at a pro-rated fee based on the quarter of the hour.

2.2 PDS agrees to provide the City a billing for services actually rendered no later than ninety (90) days after the date the services have been rendered.

2.3 The City agrees to remit payment in full within thirty (30) days of receipt of billing. Said payment shall be made to PDS.

Section 3. AMENDMENTS

3.1 Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

Section 4. INDEMNIFICATION AND LIABILITY

4.1 The City hereby releases, covenants not to bring suit, and agrees to indemnify and hold harmless the County, PDS, its employees, elected and appointed officials, officers, representatives, agents, employees and volunteers from any and all claims, costs, judgments, losses or suits, including attorneys' fees awards or liabilities to any person, including claims by the City's or County's own employees for which the City or County might otherwise be immune under Title 51 RCW, arising out of, or in connection with the performance of this Agreement, except for injuries and damages caused by the ~~sole~~ negligence of the County.

4.2 The County hereby releases, covenants not to bring suit, and agrees to indemnify and hold the City, its employees, elected and appointed officials, officers, representatives, agents, employees and volunteers from any an all claims, costs, judgments, losses or suits, including attorneys' fees awards or liabilities to any person, including claims by the City's or County's own employees for the City or County might otherwise be immune under Title 51 RCW, arising out of, or in connection with the performance of this Agreement, except for injuries caused by the negligence of the City.

4.3 In the event of claims, costs, judgments, losses or suits arising from the joint negligence of County and City, responsibility shall be apportioned between County and City in accordance with their respective degree of fault.

4.~~4~~2 It is further specifically and expressly understood that the indemnification provided herein constitutes the City's and County's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been negotiated by the parties.

4.~~5~~3 The provisions of this section shall survive the expiration or termination of the Agreement.

Section 5. INSURANCE

5.1 The City and County shall obtain and maintain public liability insurance for the protection of the public with limits of liability not less than $1,000,000.00 for each occurrence for bodily and personal injury and property damage. Each ~~The~~ policy shall name the other~~Snohomish County~~ as an additional insured.

5.2 Such insurance shall not be reduced or canceled without forty-five (45) days written notice from one to the other.~~the City to the County~~. Reduction or cancellation of the insurance shall render this Agreement void.

5.3 The City and County shall provide proof of said insurance in the form of a certificate of insurance and the appropriate additional insured endorsement. Said proof shall be

approved by eachthe ~~County~~ prior to the execution of this Agreement. At the request of either the County or City , a copy of the policy will be provided.

Section 6. COUNTY AS INDEPENDENT CONTRACTOR

6.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of the County's or City's agents or employees. PDS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement.

6.2 Nothing in this Agreement shall make any employee of the County a City employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment.

Section 7. APPLICABLE LAW

7.1 This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction over any resulting dispute shall be in Snohomish County Superior Court, Snohomish County, Washington.

Section 8. LEGAL REQUIREMENTS

8.1 Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 9. DURATION AND TERMINATION

9.1 This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of three (3) years[?], subject to renewal.

9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case the City shall pay the County for all services provided up to and including the date of termination.

9.3 Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 12 of this Agreement.

Section 10. WAIVER

10.1 No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 11. ENTIRE AGREEMENT

11.1 This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

Section 12. PRIVILEGES AND IMMUNITIES

12.1 All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of PDS employees while performing their functions within the territorial limits of Snohomish County, shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

Section 13. THIRD PARTY BENEFICIARY STATUS

13.1 The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

Section 14. PROPERTY

14.1 Any real or personal property acquired or used by any party in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest therein. Upon termination of the Agreement, real and personal property acquired through this Agreement shall be retained or disposed of in the manner provided by law.[?]

Section 15. SEVERABILITY

15.1 If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF SULTAN

By: _____
Ben Tolson, Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to form:
CITY OF SULTAN

_____
Attorney for the City of Sultan

SNOHOMISH COUNTY

By: _____
Aaron Reardon, County Executive

Date: _____

Attest:

_____
Kathryn Bratcher
Clerk of the County Council

Approved as to form:
Snohomish County Prosecutor's Office

_____
Deputy Prosecuting Attorney for
Snohomish County

Sultan Contact:
City Administrator Deborah Knight (360)793-7358

PDS Contact:
Project Manager Gary Idleburg (425)388.3311 ext. 2333

Interlocal Agreement City of Sultan - Appendix A

Services provided by the County will at a minimum, include the following:

COMPREHENSIVE PLANNING SERVICES

1.1 Review of the City of Sultan comprehensive plan, comprehensive sewer plan and comprehensive water plan. The County will provide an evaluation (including a written report) of the most current comprehensive plan, comprehensive sewer plan, comprehensive water plan and capital facilities plan relative to structure and components that might best help the City conform to GMA requirements. The evaluation will also be concerned with City of Sultan population projections (assumptions) relative to those of Snohomish County's.

1.2 On-going cooperation and coordination with the City's consultant(s) on projects.

1.3 Presentations to City of Sultan city council as necessary.

DRAFT

Interlocal Agreement - City of Sultan - Appendix B

Planning and Development Services

Comprehensive Planning Services for Years:		2008	2009	2010
Senior Planner	Rate per hour	$70.00	$72.45	$75.00

* Rates for 2009 and 2010 are estimates and will be adjusted each year based on actual Consumer Price Index (CPI)

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