

# SULTAN CITY COUNCIL

## AGENDA ITEM COVER SHEET

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ITEM NO: Action A 3B  
DATE: January 10, 2008  
SUBJECT: Perteet Engineering – Professional Services Contract  
On-Call Planning Support

CONTACT PERSON: Deborah Knight, City Administrator

### ISSUE:

The issue before the City Council is to review and discuss the draft scope of work with the Planning Division of Perteet Engineering for on-call support for current and long-range planning tasks (Attachment A), and to authorize the Mayor to sign an on-call professional services contract.

### SUMMARY:

Effective January 1, 2008 the City has a vacancy in the Community Development Director position. The Community Development Director is responsible for both current and long-range planning. Since the planning staff includes only the Director and a permit technician (Cyd Donk), a vacancy in this position puts significant strain on the remaining City staff. This vacancy also leaves a significant gap in serving the development and business communities and others seeking land use permits.

The proposed contract with Perteet Engineering will provide the following services to fill the City's planning needs and responsibilities:

- 1) **Project Management:** billings, progress reports, coordination, milestone meetings.
- 2) **Work Plan Preparation:** a detailed work plan that will outline the assumptions and parameters for the work to be completed by the CONSULTANT. A detailed work plan will be prepared with all defined work elements following a transition workshop on January 14, 2008 with City staff.
- 3) **Interim Community Development Director Services:** attending management team meetings, attending City Council meetings, attending Planning Board meetings, overseeing and providing peer review on the GMA compliance work being completed by another Consultant, managing the City Engineer and Building Department; preparing for the future Community Development Director by July 2008.

- 4) **Current Planning Services:** planning review of development proposals, and temporary planning staff services.
- 5) **Comprehensive Planning and Code Amendment Services:** comprehensive plan amendments (not including GMA compliance work), code amendments, GIS mapping, graphics and other Comprehensive Plan tasks as needed.

Brad Collins – former Community Development Director for Arlington will perform the Interim Community Development Director work. Erin Martindale will be responsible for current planning services. Ms. Martindale has done current planning work for the City under contract. The most recent current planning contract with Perteet Engineering expired on December 31, 2007.

The contract assumes the City will need support for approximately 26 weeks (six months).

1. Mr. Collins will attend every other team management meeting in person, and the alternative meetings Brad will attend by conference call.
2. Mr. Collins will attend a City Council Meeting or Planning Board Meeting every week.
3. There are an additional 4 hours every other week for coordination with personnel, budgeting, comprehensive planning, or other issues that may arise.
4. Ms. Martindale has 8 hours at the City for pre-application meetings, answering questions from the public or other staff, setting up procedures, filing systems or other tasks that are needed.
5. Ms. Martindale has an additional 4 hours to coordinate on those applications (like Twin Rivers) where Perteet did not complete the review but are responsible for shepherding the project through the remainder of review process.

The Typical Development Review Fee in the spreadsheet (Attachment B) reflects the multiple hearings required for each application (when a hearing is required).

Although the City intends to fill the Community Development Director position as quickly as possible, the term of the agreement is from January 1, 2008 through January 31, 2009. This will allow for some transition time after the director's position is filled. It will also provide the City with an additional consultant resource for outsourcing current planning review.

#### FISCAL IMPACT:

The 2008 budget did not anticipate Mr. Cisar's departure or the need to back-fill his position during the transition period.

The proposed contract is \$84,100 for the 26 week period.

Approximately \$37,000 is for Community Development Director responsibilities. The majority of time is for planning board and council meetings (182 hours). 52 hours are set aside for miscellaneous responsibilities.

Approximately \$36,000 is for current planning work. Many of the costs associated with the City's current planning tasks that will be performed by Perteet, can be passed through to the developers. City staff will ensure that the City recovers all possible costs to off-set expenses.

There is approximately \$4,000 for project management and \$4,000 for a transition workshop and work plan preparation. The budget does not include any comprehensive plan or code amendment support.

#### ANALYSIS:

This is a very difficult decision to make. The contract is expensive and there is no off-set from the Community Development Director's salary since the City will need to pay severance and sick/vacation leave balance in accordance with Mr. Cisar's contract. The City must have a professional planner as the SEPA and Shoreline Official. Planning is one of the most litigious areas of municipal government. The City must either contract for these services or have in-house resources.

One alternative is to limit the contract to fill the City's immediate (4-6 week need) and look for less expensive solutions such as contracting for services with Snohomish County or another planning firm.

The City could also contract with a firm such as Prothman and Associates to fill the Community Development Director Position. The estimated monthly cost would be \$6,000-\$8,000/month and would not include current planning support.

#### ALTERNATIVES:

1. Approve the scope of work for on-call professional services contract with Perteet Engineering
2. Do not approved the scope of work for on-call professional services contract with Perteet Engineering.
3. Do not approve the on-call professional services contract with Summit Law Group and direct staff to areas of concern.

RECOMMENDED ACTION:

1. Review and discuss the draft scope of work with Planning Division of Perteet Engineering for on-call support for current and long-range planning tasks (Attachment A),
2. Authorize the Mayor to sign an on-call professional services contract.

ATTACHMENTS

A – Draft Scope of Work with the Planning Division of Perteet Engineering

B – Draft cost estimate

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COUNCIL ACTION:

DATE:

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

**INTRODUCTION**

The purpose of this scope of services is to define an agreement for services between Perteet, Inc., hereinafter referred to as CONSULTANT, and the City of Sultan, hereinafter referred to as CITY. The scope of services is to provide planning services to the CITY that includes:

- 6) **Project Management:** billings, progress reports, coordination, milestone meetings.
- 7) **Work Plan Preparation:** a detailed work plan that will outline the assumptions and parameters for the work to be completed by the CONSULTANT. A detailed work plan will be prepared with all defined work elements following a transition workshop.
- 8) **Interim Community Development Director Services:** attending management team meetings, attending City Council meetings, attending Planning Board meetings, overseeing and providing peer review on the GMA compliance work being completed by another Consultant, managing the City Engineer and Building Department; preparing for the future Community Development Director by July 2008.
- 9) **Current Planning Services:** planning review of development proposals, and temporary planning staff services.
- 10) **Comprehensive Planning and Code Amendment Services:** comprehensive plan amendments (not including GMA compliance work), code amendments, GIS mapping, graphics and other Comprehensive Plan tasks as needed.

**WORK ELEMENTS**

1.) **Project Management:** Project management tasks will include:

- Billings and progress reports, and other project coordination.
- At the one month, and three month points after the contract has been executed, the City Administrator and the CONSULTANT staff will have milestone meetings to discuss what has occurred over the course of the project, and whether the assumptions in the contract and the work plan are still accurate. The CITY and CONSULTANT, with written notice, will have the right at each of these milestone meetings to end or amend the contract to continue providing services to the CITY. The length of these meetings is assumed to be up to four (4) hours, and will be attended by up to three (3) of the same CONSULTANT staff that attends the transition meeting outlined in Work Element #2.

**Assumptions:**

- The CITY will be responsible for collecting the land use application review fees from the applicants under Work Element #4. The CONSULTANT will prepare the monthly invoices so that the other work tasks are separated from the development review, and so that each land use application budget is tracked throughout the review.

**Deliverables:**

- Monthly invoices and progress reports, separated between those deliverables that will come out of the project budget and those that will be reimbursed by development applicants.
- Meeting minutes from the milestone meetings, to be delivered electronically in Microsoft Word format.

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

- 2.) **Work Plan Preparation:** Under this work element, the CONSULTANT and CITY will prepare a detailed work plan that will further define the roles and responsibilities of the CONSULTANT and CITY. This work plan will begin with a half-day transition workshop that will be attended by up to four (4) CONSULTANT staff, the City Administrator, and all staff that report to the Director. The transition workshop would take place at the CITY's offices.

The work plan will outline the assumptions and parameters for the work to be completed by the CONSULTANT, and the responsibilities of the CITY. The work plan will also detail the role of the current Director within the Department. A detailed work plan will be prepared for all of the work elements. It will also include project management procedures, communication lines, and a change management plan.

**Deliverables:**

- Attendance by up to four (4) CONSULTANT staff, and CITY staff at a half-day (up to four (4) hours) transition workshop
- 1 Draft and 1 Final Work Plan, submitted to the CITY electronically in Microsoft Word format

- 3.) **Interim Community Development Director and Succession Planning Services:** The CONSULTANT will provide interim Community Development Director Services as requested for the duration and within the budget of this contract. Scheduled work will include attendance at or conference calls on Monday morning team management meetings, and Thursday evening City Council or Planning Board meetings (half day). Other services will include management of the City Engineer, the Building Inspector, and the Building Plans Examiner/Building Official; budgeting; and responding to citizen inquiries.

Under this category of work, the CONSULTANT would provide peer review for the ongoing GMA Compliance Strategy being completed by other consultants. This work would include reviewing and providing comment on whether the work complies with the Growth Management Act and previous Puget Sound Growth Management Hearings Board rulings.

Under the direction of the City Administrator, the CONSULTANT shall provide assistance to hire a new Community Development Director.

**Assumptions:**

- Under this work element, the Senior Planner would spend every other Monday morning, every Thursday evening, and half of Wednesday on-site at City Hall. With Work Element 4, the Planner III would be available for pre-application, pre-construction or other counter appointments or planning services for one full day Wednesday.
- The Senior Planner will attend half of the Monday morning Management Team meetings in person and half will be conference calls.
- The peer review of the GMA Compliance Strategy would be completed within the budgeted hours. Additional work requested beyond those hours would require a budget supplemental.

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

- All deliverables will be sent to the CITY electronically in Microsoft Word or PDF format, or will be printed at the CITY's offices. There will be no printing charges, except as defined under separate task order and budget under Work Element 5.

**Deliverables:**

- Attendance by Senior Planner at weekly team management meetings, up to four (4) hours
- Attendance by Senior Planner at weekly City Council or Planning Board meetings, up to four (4) hours
- Management of staff overseen by current Community Development Director, within the budgeted hours.

4.) **Current Planning Services:** The CONSULTANT will provide current planning services to the CITY as requested for the duration and within the budget of this contract for current planning services, but are not limited to development review and on-site staffing.

4.1 Development Review

- Project review will be conducted in accordance with the City of Sultan's standard project review procedures. Potential projects may include, but are not limited to, residential, commercial, or industrial applications; subdivisions – long and short; binding site plans; sign permit applications; grading permits; boundary line adjustments; variances and conditional use permits; and shoreline permits.
- CONSULTANT will prepare under the direction of the City of Sultan: Notices of Completeness or Incompleteness, Notice of Applications, SEPA Threshold Determinations, Project Checklists, Review Memos/Letters, Public Hearing Notices, Staff Reports, and Notices of Decisions associated with assigned projects.
- CONSULTANT will attend public hearings for those projects that require them. The public hearing attendance will be included in the fee paid by the applicant.

**Assumptions:**

- All development review will be paid for by the applicant(s). A deposit will be submitted at the time of application that will include two reviews of the application, one meeting with the applicant, attendance at one public hearing and the final decision. Additional reviews will require additional fee, to be paid by the applicant(s) prior to the final action of the application (permit issuance or final recording). For short plats and plats that require preliminary and final approval, there are two separate applications that will require two separate fees.
- Up to three (3) reviews are included with the development review fee. Additional resubmittals will require additional money from the developer.
- All deliverables will be sent to the CITY electronically in Microsoft Word or PDF format, or will be printed at the CITY's offices. There will be no printing charges, except as defined under separate task order and budget under Work Element 5.

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

- This scope assumes no appeal hearings will be attended by the CONSULTANT.

**Deliverables:**

- The below deliverables will be completed (as required by CITY Code) for each land use application submitted:
  - Notices of Completeness or Incompleteness
  - Notice of Applications
  - SEPA Threshold Determinations
  - Project Checklists
  - Review Memos/Letters
  - Public Hearing Notices
  - Staff Reports
  - Notices of Decisions
  - Attendance by a Planner III at up to one (1) public hearing
  - Attendance by a Planner III at up to one (1) permit review meeting with the applicant
  - Attendance by a Planner III at up to one (1) pre-construction meeting with the applicant, contractor and other specialists as required

**4.2 Staffing Services**

- CONSULTANT will be available to work at the counter answering citizen questions on a by-appointment basis, to be scheduled for one full day per week on Wednesdays.
- CONSULTANT will be available to answer questions from developers for applications that have been submitted and are in the review process, but are being reviewed by another Consultant or City staff.
- CONSULTANT will work with the City Administrator and Permit Assistance to formalize the review process for development applications. This could include a filing system, exhibiting submitted documents, file management, public notice, and other tasks as determined by the CONSULTANT and CITY.

**Assumptions:**

- Pre-application fees shall be charged per the City's fee ordinance. The time for the Planner III to attend the pre-application meetings shall be completed within the budgeted hours, unless the fee ordinance is revised to allow charges to the applicants.
- With Work Element 4, the Planner III would be on-site for one full day on Wednesdays, except when it is determined to be unnecessary.
- Up to four (4) additional hours per week will be expected to answer questions over the phone from developers, residents or CITY staff.
- All deliverables will be sent to the CITY electronically in Microsoft Word or PDF format, or will be printed at the CITY's offices. There will be no printing charges, except as defined under separate task order and budget under Work Element 5.

**Deliverables:**

- Staffing services by a Planner III up to twelve (12) hours a week

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

5.) **Comprehensive Planning and Code Amendment Services:** Under this work element, the comprehensive plan work that seeks to obtain compliance with the Central Puget Sound Growth Management Hearings Board would not be included. The CONSULTANT shall provide assistance in preparing comprehensive plan and/or development regulation amendments to the Sultan Municipal Code as requested for the duration and within the budget of this contract. The CONSULTANT will prepare draft code amendments, code amendment summaries, circulation notices, SEPA checklists, findings of fact and conclusions, and final code language as directed by the City. In addition, the CONSULTANT could be asked to provide graphics, GIS mapping, or writing/editing for either code amendments or for Comprehensive Plan updates or rezones.

**Assumptions:**

- Any tasks under this work element would require a specific task order and budget supplemental, as it could not be completed within the twenty (20) hour week discussed in the Hours of Service section.

**Deliverables:**

- Deliverables will be defined within the task orders and budget for each requested task.

**Contract Duration**

The CONSULTANT shall not begin planning services under the terms of this Agreement until authorized in writing by the CITY or receipt of the signed contract. These services would begin on January 1, 2008. It is expected that services will be completed within six months, on June 30, 2008. The contract can be extended through January 31, 2009 at the agreement of the CITY and CONSULTANT.

**Fee Estimate**

The total fee for Work Elements 1 through 4, **excluding development review**, for the 26-week contract, is estimated at: **\$84,130.00**. Any work under Work Element 5 would require a separate budget. Under Work Element 4, each new development review will require a task order, which will increase the maximum contract amount by the fee listed in the task order.

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

**Schedule of 2008 Billing Rates**

<b>Engineering, Planning and Environmental Classifications</b>	<b>2008 Hourly Rate</b>
Principal/Senior Associate	180.00
Associate	170.00
Senior Engineer/Manager	160.00
Lead Engineer/Manager	140.00
Engineer III	115.00
Engineer II	100.00
Engineer I	80.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Planner III	115.00
Planner II	100.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	105.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	75.00
Clerical	65.00

**Expert Witness Rates:**

Consulting & Preparation Time @ standard hourly rates

Court Proceedings & Depositions (4 hour minimum) @ 1.5 times hourly rates

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**



**PERTEET, INC.**

**Schedule of 2008 Billing Rates**

Page 2

<b>Direct Expenses</b>	<b>Rate</b>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Traffic Modeling	\$15.00 per hour
Xerox Color Copies	\$.80 each
Mileage	\$.51 per mile

<b>Survey and Construction Observation Classifications</b>	<b>2008 Hourly Rate</b>
Principal Surveyor	180.00
Senior Professional Land Surveyor	140.00
Professional Land Surveyor	115.00
Project Surveyor II	100.00
Project Surveyor I	95.00
Survey Technician III	85.00
Survey Technician II	80.00
Survey Technician I	55.00
One Person Survey Crew	90.00
Two Person Survey Crew	160.00
Three Person Survey Crew	215.00
Senior Construction Observer	105.00
Construction Observer	80.00

**PERTEET ENGINEERING**  
**Scope of Services**  
**Planning Services**

<b>Direct Survey Expenses</b>	<b>Rate</b>
Dual Frequency GPS Receiver	\$150.00 per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent

**Project: City of Sultan Planning Services**  
**Client: City of Sultan**  
**December 14, 2007**

TASK/PHASE	Michael Booth Associate \$170.00	Brad Collins Senior Planner \$160.00	Scott White Senior Planner \$160.00	Erin Martindale Planner III \$115.00	Lisa James Accountant \$75.00	Total Task Hours	Total Task Dollars
<b>Task 1 - Project Management</b>							
Monthly Billing/Progress Reports	\$1,360.00	\$1,280.00	\$0.00	\$1,610.00	\$450.00	36	\$4,700.00
Milestone Meetings						12	
						24	
<b>Task 2 - Work Plan Preparation</b>							
Transition Workshop	\$680.00	\$1,440.00	\$640.00	\$1,380.00	\$0.00	29	\$4,140.00
Work Plan						16	
						13	
<b>Task 3 - Interim Community Development Director Services</b>							
Team Management Meetings (4 hours per week * 13 weeks, 2 hours per week * 13 weeks)	\$0.00	\$37,440.00	\$0.00	\$0.00	\$0.00	234	\$37,440.00
City Council or Planning Board Meetings (4 hours per week * 26 weeks)						78	
On-Call Services (Brad 4 hours every other week * 13 weeks)						104	
						52	
<b>Task 4 - Current Planning Services</b>							
Development Review Fees Paid by Applicant	\$0.00	\$0.00	\$0.00	\$35,880.00	\$0.00	312	\$35,880.00
On-Call Services (Erin 12 hours per week * 26 weeks)						312	
<b>Task 5 - Comprehensive Planning and Code Amendment Services</b>							
By Task Order							
Total Hours	12	251	4	338	6	611	
Total Dollars	\$2,040	\$40,160	\$640	\$38,870	\$450	\$82,160	\$82,160

Total Labor \$82,160.00  
 Total Expenses \$1,970.00  
**Total Contract Amount \$84,130.00**

Expenses:  
 Mileage @ 0.505 3900 \$1,970  
**Total Expenses \$1,970**

ATTACHMENT B-1

Typical Development Review Fee for Task 4				
Work Item:	Erin Martindale Planner III	Scott White Senior Planner	Brad Collins Senior Planner	
	\$115	\$160	\$160	
Review for Complete Application/Letter Generation	1			
Notice of Application/Request for Comments Package	2			
Project Review (3)	24	4		
SEPA Determination	4	1	2	
Meeting with the Applicant	2			
Staff Report and Notice of Public Hearing (for open record hearing)	8	2		
Attendance at Open Record Hearing	4			
Staff Report and Notice of Public Hearing (for closed record hearing)	8	2		
Attendance at closed record hearing	4			
Notice of Decision	4			
Pre-construction meeting	2			
	\$7,245	\$1,440	\$320	
<b>Total Fee</b>				<b>\$9,005 Plus City Fees</b>