

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A 3

DATE: May 28, 2009

SUBJECT: Contract for Services – Dugan Planning Services and Perteet

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a professional services contract with Dugan Planning Services (Attachment A) not to exceed \$3,000 and approve a scope of work with Perteet, Inc. (Attachment B) not to exceed \$4,850.

The purpose of the contracts is to provide technical support to the Council's discussion of revisions to regulations in Sultan Municipal Code Chapter 16.112 "Development Impact Fees".

STAFF RECOMMENDATION:

1. Authorize the Mayor to sign a professional services agreement with Dugan Planning Services not to exceed \$3,000.
2. Approve a scope of work with Perteet, Inc. not to exceed \$4,850 under the on-call services contract approved by the City Council on April 28, 2009.

SUMMARY:

At the Council meeting on May 14, 2009, the City Council discussed revisiting some of the deferred policy questions related to development impact fees and utility availability policies discussed during the 2008 Revisions to the 2004 Comprehensive Plan.

The City Council directed staff to return at a Special Meeting set for June 9, 2009 to evaluate, in the context of the City's financial strategy, alternative policies to fund park and transportation facilities needed to support the City's Comprehensive Plan.

The City lacks the in-house transportation and financial planning resources to provide the data necessary to make informed decisions regarding alternatives. City staff recommends using consultants with expertise in these areas to support the City. Pat Dugan assisted the City in 2008 to create a Growth Management Act (GMA) compliant capital facilities plan. Chis Liljebblad with Perteet assisted in developing the City's GMA compliant transportation plan and development regulations.

Dugan Planning Services

Work by Dugan Planning Services (DPS) would involve two phases;

1. Attending staff and council meetings to explore these options and their implications.
2. As a result of these meetings the city may request that specific options be evaluated to determine their impact on the financial strategy in the capital facility plan.

The work on the second phase would be dependent on the results of the first phase and would only proceed as directed by the city. Although the scope of work for the second phase will depend on specific discussions in the first phase, the May 14, 2008 Agenda Item Cover Sheet for the Transportation and Park Impact Fees provided a basis for anticipating the tasks and costs for the second phase.

TASKS

Phase 1: Initial Meetings

Task A: Prepare for and attend a meeting with staff to prepare materials for June 9 Council Meeting.

Task B: Prepare any materials as may be assigned to DPS as a result of Task A.

Task C: Attend June 9 Council meeting, be prepared to discuss potential options, and present any material assigned to DPS in Task A.

Task D: Debrief after June 9 to further clarify scope of work for Phase 2 based on council discussion. On the basis of debriefing, revise this scope of work as may be required.

Phase 2: Evaluate Options

Task A: Evaluate the Question, when can impact fees be paid?

Issue: The City's regulations do not allow developers to pay impact fees until building permit application. There is no "vesting" in impact fees under state law and court cases have upheld cities' right increase fees prior to building permit application. What would be the impact at vesting at different stages during the development process?

Approach: Calculate the average difference between platting (and other stages) and the building permit and apply inflation factors to estimate the impact on the financial strategy.

Task B: Evaluate the question, should impact fees be based on proximity to Sultan's "core"?

Issue: The City currently requires the same impact fee payment regardless of development's location in the city. Developments adjacent to the City's historic "core" pay the same impact fee as a development located at the most northern edge of the City limits. The City's comprehensive plan policies encourage in-fill development (growth from the core in concentric circles to the outer edges). One way to achieve this goal is to develop impact fees based on proximity to existing established infrastructure. The idea is residents who choose to live further out drive more and increase congestion and should have to pay more. What would be the fiscal impact on the strategy to restructure the impact fee by area.

Approach: Separate park costs and anticipated growth in housing units by geographic area and calculate separate fees (the cost estimate based on two zones; downtown area [core] and plateau). Evaluate the impact of the restricted fees on the financial strategy.

Task C: Evaluate the question, how should traffic impact fee credits be managed?

Issue: Prior to the adoption of Ordinance 993-08 in September 2008, the City allowed developers to "carry forward" excess traffic impact fee credits to new developments and use the credits to off-set new development costs. In essence the prior regulation created a market for transportation credits. The credits could be used, traded or transferred to other developments. Ordinance 993-08 eliminated the "carry forward" provision essentially capping any credit for excess frontage improvements required by the City at the value of the improvement. SMC 16.112.085 states, "A credit shall be limited to the total amount of the transportation impact fee for the particular development." There may be developments (preliminary and final plat) who premised their development profit or breakeven point on the availability of the credit. What would be the fiscal impact on the financial strategy of providing a credit for the total amount of the fee?

It is assumed the transportation planning consultant will evaluate the potential amount of these credits and DPS will assess the impact of this amount on the financial strategy.

Approach: Critically review transportation planning consultant's analysis and apply results into formulas used in comprehensive planning process.

Task D: Evaluate the question, should on-site recreation facilities be credited against park impact fees?

Issue: City staff and the hearing examiner have distinguished between on-site recreation facilities to serve the development (e.g. tot lots) and impact fees which are collected to acquire and development community parks. The City Council reduced the park impact fee when it removed smaller parks from the parks capital needs and focused on developing a single community park in the Sultan Basin area. Prior Council decisions have distinguished between on-site facilities and regional facilities. Developers can receive credits against park impact fees for creation of community parks. SMC 16.72 was amended in 2008 to clarify this distinction. What would be the impact of providing a credit for neighborhood parks on the financial strategy?

Approach: Calculate costs of neighborhood parks for designated level of service and apply to formulas used in comprehensive planning process.

Perteet, Inc.

TASK 1 - ANALYSIS OF IMPACT FEE POLICIES

- 1.1. Research. Perteet will review city staff reports, the City Comprehensive Plan, City Council minutes, and Development Regulations to assess and understand the issues involving transportation and park impact fees and street frontage improvement requirements. Perteet will research potential alternatives that may be adopted to address the Council's concerns.
- 1.2. Draft. Perteet will prepare a brief memorandum that may be utilized to review the pertinent issues with the City Council. The memorandum will include pros and cons of possible outcomes associated with adoption of new policies.

Deliverables:

- One draft memorandum, not to exceed 10 pages, submitted electronically.
- One final memorandum, not to exceed 10 pages, submitted electronically.

Perteet will not provide traffic analysis or analysis of financial costs associated with changes to the Transportation Improvement Plan or Capital Improvement Plan (provided by Pat Dugan or others).

TASK 2 - MEETINGS

- 2.1 Prior to beginning the draft memo in Sub-Task 1.2, Perteet will attend one (1) meeting with city staff to review the issues, staff input, Council direction, and possible concepts for recommendations.
- 2.2 City Council Meeting. Perteet will attend one (1) City Council Meeting on June 9, 2009, or as scheduled to advise the Council on the pros and cons of various policy considerations for transportation impact fees and street frontage improvement requirements included in the Memorandum.

Perteet not provide any visual aids or formal presentation materials.

Optional Services

The City may request additional services outside the proposed budget to implement the final Council Direction. These services may include, but are not limited to, the following:

- Impact fee analyses
- Traffic Study
- Parks Inventory
- Capital Improvement Plan or Transportation Improvement Plan updates
- Comprehensive Plan amendments
- Amendments to Development Regulation

FISCAL IMPACT:

The proposed scopes of work are sufficient to help the City Council define the range of costs associated with various policy alternatives. The funding for the analysis is not budgeted but can come from the community development professional service fund and “savings” from the community survey consultant contract. The City budgeted \$25,000 for the community survey. The negotiated contract is for \$17,000. The \$8,000 “savings” can be used to fund the initial analysis of Council alternatives.

Additional funding will be needed to analyze costs and benefits once the City Council has selected a preferred alternative. The Council may need to amend the 2009 budget and 2008 revisions to the 2004 comprehensive plan depending on the alternative(s) selected.

ALTERNATIVES:

1. Authorize the Mayor to sign a professional services agreement with Dugan Planning Services not to exceed \$3,000. Approve a scope of work with Perteet, Inc. under the on-call services contract approved by the City Council on April 28, 2009 not to exceed \$4,850.
2. Do not authorize the Mayor to sign a professional services agreement with Dugan Planning Services or Perteet, Inc. and direct staff to areas of concern.
3. Do not approve the on-call professional services contract with Dugan Planning Services and Perteet, Inc.

RECOMMENDED ACTION:

1. Authorize the Mayor to sign a professional services agreement with Dugan Planning Services not to exceed \$3,000.
2. Approve a scope of work with Perteet, Inc. not to exceed \$4,850 under the on-call services contract approved by the City Council on April 28, 2009.

ATTACHMENTS

- A – Contract for Services and Scope of Work Dugan Planning Services
 - B – Scope of Work for Perteet Inc.
-

COUNCIL ACTION:

DATE:

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
DUGAN PLANNING SERVICES**

THIS AGREEMENT, is made this 1st day of June, 2009, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Dugan Planning Services (hereinafter referred to as "Service Provider"), doing business at .

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of planning and financial services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, but not more than a total of three thousand dollars (\$3,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** Transportation and Park Impact Fees
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before September 30, 2009.
6. **Termination.**
 - A. *Termination Upon the City's Option.* The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. *Termination for Cause.* If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. *Rights upon Termination.* In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability,

discriminate against any person who is qualified and available to perform the work to which the employment relates.

- 8. Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 9. Insurance.** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or

other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

- 11. City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 12. Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 13. Ownership of Products and Premises Security.**

 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 14. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

SERVICE PROVIDER

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

SERVICE PROVIDER CONTACT

City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Scope of Work
City of Sultan
Transportation and Park Impact Fees Options

UNDERSTANDING:

The City of Sultan wishes to explore various policy options regarding its park and transportation impact fees. These options need to be evaluated in the context of the City's financial strategy to fund park and transportation facilities needed to support the City's Comprehensive plan. Work by Dugan Planning Services would involve two phases;

3. Attending staff and council meetings to explore these options and their implications.
4. As a result of these meetings the city may request that specific options be evaluated to determine their impact on the financial strategy in the capital facility plan.

The work on the second phase would be dependent on the results of the first phase and would only proceed as directed by the city. Although the scope of work for the second phase will depend on specific discussions in the first phase, the Agenda Item Cover Sheet for the Transportation and Park Impact Fees provides a basis for anticipating the tasks and costs for the second phase.

TASKS;

Phase 1: Initial Meetings

Task A: Prepare for and attend a meeting with staff to prepare materials for June 9 Council Meeting.

Task B: Prepare any materials as may be assigned to DPS as a result of Task A.

Task C: Attend June 9 Council meeting, be prepared to discuss potential options, and present any material assigned to DPS in Task A.

Task D: Debrief after June 9 to further clarify scope of work for Phase 2 based on council discussion. On the basis of debriefing, revise this scope of work as may be required.

Phase 2: Evaluate Options

Task A: Evaluate the Question, when can impact fees be paid?

Issue: The City's regulations do not allow developers to pay impact fees until building permit application. There is no "vesting" in impact fees under state law

and court cases have upheld cities' right increase fees prior to building permit application. What would be the impact at vesting at different stages during the development process?

Approach; Calculate the average difference between platting (and other stages) and the building permit and apply inflation factors to estimate the impact on the financial strategy.

Task B: Evaluate the question, should impact fees be based on proximity to Sultan's "core"?

Issue: The City currently requires the same impact fee payment regardless of development's location in the city. Developments adjacent to the City's historic "core" pay the same impact fee as a development located at the most northern edge of the City limits. The City's comprehensive plan policies encourage in-fill development (growth from the core in concentric circles to the outer edges). One way to achieve this goal is to develop impact fees based on proximity to existing established infrastructure. The idea is residents who choose to live further out drive more and increase congestion and should have to pay more. What would be the fiscal impact on the strategy to restructure the impact fee by area.

Approach: Separate park costs and anticipated growth in housing units by geographic area and calculate separate fees (the cost estimate based on two zones; downtown area [core] and plateau). Evaluate the impact of the restricted fees on the financial strategy.

Task C: Evaluate the question, how should traffic impact fee credits be managed?

Issue: Prior to the adoption of Ordinance 993-08 in September 2008, the City allowed developers to "carry forward" excess traffic impact fee credits to new developments and use the credits to off-set new development costs. In essence the prior regulation created a market for transportation credits. The credits could be used, traded or transferred to other developments. Ordinance 993-08 eliminated the "carry forward" provision essentially capping any credit for excess frontage improvements required by the City at the value of the improvement. SMC 16.112.085 states, "A credit shall be limited to the total amount of the transportation impact fee for the particular development." There may be developments (preliminary and final plat) who premised their development profit or breakeven point on the availability of the credit. What would be the fiscal impact on the financial strategy of providing a credit for the total amount of the fee?

It is assumed that the transportation planning consultant will evaluate the potential amount of these credits and DPS will assess the impact of this amount on the financial strategy.

Approach: Critically review transportation planning consultant's analysis and apply results into formulas used in comprehensive planning process.

Task D: Evaluate the question, should on-site recreation facilities be credited against park impact fees?

Issue: City staff and the hearing examiner have distinguished between on-site recreation facilities to serve the development (e.g. tot lots) and impact fees which are collected to acquire and development community parks. The City Council reduced the park impact fee when it removed smaller parks from the parks capital needs and focused on developing a single community park in the Sultan Basin area. Prior Council decisions have distinguished between on-site facilities and regional facilities. Developers can receive credits against park impact fees for creation of community parks. SMC 16.72 was amended in 2008 to clarify this distinction. What would be the impact of providing a credit for neighborhood parks on the financial strategy?

Approach: Calculate costs of neighborhood parks for designated level of service and apply to formulas used in comprehensive planning process.

Task E Attend a staff meeting to review results of the analysis on the above tasks.

Task F: Make any appropriate adjustments based on staff meeting

Task G: Prepare power point presentation for the city council, and attend, present and discuss at Council Meeting.

EXHIBIT B

The costs for each task is estimated on the attached sheet. Costs are based on an hourly charge of \$80 per hour.

These costs assume two hours for each meeting and less would be charged if the meeting does not last that long. Similarly, travel costs are based on the meetings being held in Sultan; no travel would be charge for any meeting held in Everett. Only mileage is charged for travel; no charge will be made for time spent traveling.

The costs for Task 1B would be dependent on whatever work is assigned in Task 1A. If nothing is assigned, no charge would be made.

Phase 1 Initial Meetings

Tasks	Hours	Costs	Travel	Total
A. Meeting with staff to prepare materials for June 9	2	\$ 160.00	\$ 18.40	\$ 178.40
B. Research and prepare any assigned materials for council meeting	4	\$ 320.00	\$ 18.40	\$ 338.40
C. Attend June 9 meeting	2	\$ 160.00	\$ 18.40	\$ 178.40
D. Debrief after June 9 to further clarify scope of work based on council discussion.	2	\$ 160.00	\$ 18.40	\$ 178.40
Subtotal	10	\$ 800.00	\$ 73.60	\$ 873.60

Phase 2: Evaluate Options

Tasks				
A. When can impact fees be paid?	2	\$ 160.00		\$ 160.00
Approach; Calculate the average difference between Platting and permits and apply inflation factors				
B. Should impact fees be based on proximity to Sultan's "core"?	4	\$ 320.00		\$ 320.00
Approach: Separate park costs and growth in units by geographic area and calculate separate fees--cost estimate based on two zones; downtown area and core.				
C. How should traffic impact fee credits be managed?	4	\$ 320.00		\$ 320.00
Approach: Critically review transportation planner analysis and apply results into formulas used in comprehensive planning process.				
D. Should on-site recreation facilities be credited against park impact fees?	3	\$ 240.00		\$ 240.00
Approach: Calculate costs of neighborhood parks for designated level of service and apply to formulas used in comprehensive planning process.				
E. Staff meeting to review results	2	\$ 160.00	\$ 18.40	\$ 178.40
F. Adjustments based on staff meeting	2	\$ 160.00		\$ 160.00
G. Council Meeting to Review results including developing power point	4	\$ 320.00	\$ 18.40	\$ 338.40
Sub Total	13	\$ 1,680.00		\$ 1,716.80
TOTAL				\$ 2,590.40

ATTACHMENT B

PERTEET City of Sultan On-Call Services Task Order No. 1 Transportation and Park Impact Fee Support

2. PROJECT COORDINATION

- 2.1. Project set-up and task coordination. The CONSULTANT will perform the administrative work necessary to set up the project, and coordinate the tasks among CONSULTANT staff members to be performed in a timely, complete, and accurate manner.
- 2.2. City weekly check-ins. The CONSULTANT will set up a regular phone check in time with CITY staff and initiate a weekly phone meeting to discuss progress, issues, etc.
- 2.3. Progress reports/billing. The CONSULTANT will provide the CITY with clear and accurate monthly invoices and progress reports indicating the percentage of work and budget achieved to date.

Deliverable:

Monthly progress reports and invoices.

3. ANALYSIS OF IMPACT FEE POLICIES

- 3.1. Research. The CONSULTANT will review the City Staff report, the City Comprehensive Plan, City Council minutes, and Development Regulations to assess and understand the issues involving transportation and park impact fees and street frontage improvement requirements. The CONSULTANT will research potential alternatives that may be adopted to address the Council's concerns.
- 3.2. Draft. The CONSULTANT will prepare a brief memorandum that may be utilized to review the pertinent issues with the City Council. The memorandum shall include pros and cons of possible outcomes associated with adoption of new policies. CITY staff shall review the draft and prepare comments for the CONSULTANT to incorporate into the memorandum.
- 3.3. Final Memorandum. The CONSULTANT shall update the draft to address the CITY comments.

Deliverables:

- One draft memorandum, not to exceed 10 pages, submitted electronically.
- One final memorandum, not to exceed 10 pages, submitted electronically.

Assumptions:

- The CONSULTANT will not provide traffic analysis or analysis of financial costs associated with changes to the Transportation Improvement Plan or Capital Improvement Plan (provided by others).
- The CITY shall make the documents needed for research available to the CONSULTANT in a timely manner.
- CITY staff shall make one (1) round of comments to the draft.

4. MEETINGS

4.1. Meeting with CITY staff. Prior to beginning the draft memo in Sub-Task 2.2, the CONSULTANT attend one (1) meeting with CITY staff to review the issues, staff input, Council direction, and possible concepts for recommendations.

3.2 City Council Meeting. The CONSULTANT shall attend one (1) City Council Meeting on June 9, 2009, or as scheduled. The role of the CONSULTANT shall be to explain the contents of the Final Memorandum prepared in Sub-Task 2.3, and to advise the Council on the pros and cons of various policy considerations for transportation impact fees and street frontage improvement requirements included in the Memorandum.

Assumption:

- The CONSULTANT shall not provide any visual aids or formal presentation materials.

5. OPTIONAL SERVICES

4.1 The CITY may request optional services as listed below under this Task Order. Prior to any work under these optional services, the CONSULTANT shall confirm the scope of the request, provide an estimate of fees based upon the fees in effect at the time, and the CITY shall approve the scope and the fee estimate prior to start of work.

- Additional meetings with CITY staff.
- Additional attendance at City Council meetings.

4.2 The City may request additional services to implement the final Council Direction. These services may include, but are not limited to, the following:

- Impact fee analyses
- Traffic Study
- Parks Inventory
- Capital Improvement Plan or Transportation Improvement Plan updates
- Comprehensive Plan amendments
- Amendments to Development Regulation

Client: City of Sultan

On-Call Services

Task Order No. 1: Impact Fee Support

Date: May 20, 2009

TASK/PHASE	Principal in Charge Booth \$175.00	Project Manager Hansen \$160.00	Associate Liljeblad \$175.00	Planner DeGrush \$80.00	Clerical Nelson \$70.00	Total Task Hours	Total Task Dollars
Task 1 Project Coordination							
Sub-Task 1.1 Project set up & task coordination	1	2				3	\$495
Sub-Task 1.2 City weekly check ins		1				1	\$160
Sub-Task 1.3 Progress reports/billing		1				1	\$160
Task 2 Analysis of Impact Fee Policies							
Sub-Task 2.1 Research			3	8		11	\$1,165
Sub-Task 2.2 Draft Memorandum	1		2	5	2	10	\$1,065
Sub-Task 2.3 Final Memorandum			1	2	1	4	\$405
Task 3 Meetings							
Sub-Task 3.1 Meeting with City Staff			4			4	\$700
Sub-Task 3.2 City Council meeting			4			4	\$700
Total Hours	2	4	14	15	3	38	
Total Dollars	\$350	\$640	\$2,450	\$1,200	\$210		\$4,850

TOTAL COMPENSATION

Labor \$4,850 Expenses:
Expenses \$52 Mileage: 94 @ \$.55= \$52