

# SHOCKEY BRENT, INC.

Land Use · Environmental Analysis · Permitting · Public Policy

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## CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

*for*  
**City of Sultan, Washington**

This agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2006, between the City of Sultan, Washington, hereinafter referred to as CLIENT, and SHOCKEY/BRENT, Inc., 2716 Colby Avenue, Everett, Washington 98201, hereinafter referred to as CONSULTANT.

CLIENT and CONSULTANT for mutual consideration hereinafter set forth, agree as follows:

### I. OBJECTIVES

The City of Sultan adopted its updated comprehensive plan on \_\_\_\_\_. The adoption was appealed to the Central Puget Sound Growth Hearings Board on \_\_\_\_\_ (Fallgatter v. City of Sultan, Case No. 06303). The Hearings Board ruled that several actions taken by the City were inconsistent with the requirements of the Washington Growth Management Act. These are summarized as follows:

1. The Transportation Improvement Plan (TIP) is inconsistent with the Transportation Element of the Comprehensive Plan.
  - a. The TIP does not assess the impact of growth on Highway 2.
  - b. Improvements listed in the TIP are not reflected in the Finance Element of the Plan.
  - c. Improvements for the Industrial Master Plan are not included in TIP
  - d. GHB mandates that TIP be made consistent with the City Comp Plan Transportation Element.
2. Different population forecasts for Year 2025 were used in the Water Systems Plan, the General Sewer Plan and the Comprehensive Plan.

#### Population Estimates

2025

City	11,119
Sewer Plan	7,200
Water Plan	6,750

(The Sewer and Water Plans have been updated consistent with the comprehensive plan population forecasts.)

3. Some implementing and amended regulations, have not been adopted.
4. The City had indicated that these “functional” sewer and water plans would be updated after comprehensive plan adoption to make them consistent. The Hearings Board ruled that the original sewer and water plans should have been based on the comprehensive plan forecasts *before* they were adopted.
5. The boundaries of the Water Systems Plan is different than the Urban Growth Area Boundary. *This makes reconciliation of the population forecasts more difficult.*
6. The Sewer Plan is not in conformity with the Land Use Plan.
7. The public participation process was inadequate. The Hearings Board found that”

“If Sultan’s Water and Sewer Plans had been properly based on GMA-adopted population targets and service areas, adoption of (the Sewer, Water and TIP) ordinance(s) using the regular City public notice and hearing process....would most likely be adequate to satisfy the public process procedures under the relevant statutes”

The Stormwater Management Plan as adopted by the City is not an issue. It has been adopted and is no longer challenged by the Petitioners.

The Growth Hearings Board remanded the City’s comprehensive plan with instructions to make necessary revisions by April 30, 2007:

- Adoption of development code amendments
- Adoption of Critical Areas Ordinance
- Adoption of revised TIP
- Adoption of sewer and water plan revisions to comply with comprehensive plan
- Revisions to the Finance Element and Transportation Element of the Comprehensive Plan.

Revisions to these documents must be consistent with one another and with population forecasts that are consistent with County allocations.

The City has adopted a “City of Sultan Planning Board Schedule for 2006 Comprehensive Plan Updates/Amendment And Development Regulation Revisions”. Some items on this list will require substantial attention by Shockey/Brent, Inc. Other issues will require less attention. Other items will not require Shockey/Brent services.

<b>Major Work Element</b>	<b>Minor Work Element</b>	<b>Services Not Required</b>
Review and recommend updates to Capital Facilities Element of Comprehensive Plan.	Recommend updates to Map Folio of the Comprehensive Plan Consistent with recommended changes	Level of Service (LOS) for Transportation, Parks, Police, Water, and Wastewater
Review and recommend updates and amendments as needed to the Transportation Element of Comprehensive Plan and Annual TIP (Transportation Improvement	Consider and recommend adoption or revisions where necessary to Development Regulations	Review Update of the Water System Plan for consistency with Comprehensive Plan and recommended incorporation of the Water System Plan as an Appendix

Major Work Element	Minor Work Element	Services Not Required
Plan)		to the Comprehensive Plan.
Review and recommend updates and amendments to the Park Element of Comprehensive Plan.		Review Update of the General Sewer Plan for consistency with the Comprehensive Plan and recommend incorporation the General Sewer Plan as an Appendix to the Comprehensive Plan
Review Land Use element and recommend revised Zoning Regulations or Zoning Designations for areas along Highway 2 in the HOD and UC Zones		Review Stormwater Plan for consistency with the Comprehensive plan
Review and recommend updates and amendments to the Comprehensive Plan consistent with the Urban Growth Area (UGA) established by Snohomish County Council and Revised Regulations and Map.		Recommend incorporation Sultan School District Capital Facilities Plan into the Comprehensive Plan as a reference document in the Appendix.

The objective of this effort is to resolve the issues outlined by the Growth Management Hearings Board and to bring the City's comprehensive plan into compliance with GMA requirements by June, 2007.

## II. SCOPE OF SERVICES

The CONSULTANT agrees to perform certain consulting, planning services for the CLIENT.

### Phase 1: Document and Plan Review

**Budget \$3,500.00**

The CONSULTANT will review Plans, Ordinances and Resolutions identified above to determine where conflicts or inadequacies exist as identified by the Growth Hearings Board. The CONSULTANT will interview the Growth Hearing Board Petitioners as part of this process. A technical memorandum will be produced for the Client assessing the status of each Plan element and outlining the corrective measures to be taken as part of Phase 2.

This Scope of Work does not include the following:

- ◆ Land Use Development Permit Application preparation and processing.
- ◆ Title research or first-hand mapping.
- ◆ Critical areas delineation, description, or mitigation.
- ◆ Preparation of building permit plans and documents.

- ◆ Preliminary or final engineering design.
- ◆ Filing fees and mitigation fees.
- ◆ Surveying, architecture, soils analysis, traffic analysis, or other specialty technical studies.

**III. PAYMENT**

CLIENT agrees to pay CONSULTANT as compensation for these services hourly rates in accordance with the Fee Schedule (plus direct expenses in accordance with the schedule) that is attached hereto as Attachment A and incorporated herein by this reference.

The total fees and expenses for services described in the Scope of Work are estimated to be \$30,000, *plus* Time and Materials payment for CONSULTANT attendance at Planning Board, City Council, Growth Hearing Board and community meetings.

Phase 1 is estimated to total \$3,500. Phase 2 is estimated to total \$26,500, *plus* the cost of necessary subconsultants. Actual estimates for Phase 2 will be confirmed upon completion of Phase 1. Actual fees could exceed this estimate depending on the nature and complexity of issues which may arise during the planning process. The budget will be reviewed upon completion of each task and adjusted accordingly for future tasks.

Fee proposals from subconsultants will be obtained by the CONSULTANT for approval by the CLIENT.

**IV. RETAINER**

Retainer is waived for CLIENT.

**V. STANDARD PROVISIONS**

The Standard Provisions are attached hereto as Attachment B and are incorporated herein by this reference

**V. AUTHORIZED SIGNATORS**

**SHOCKEY/BRENT, INC.**

**SHOCKEY/BRENT, INC.**

By: \_\_\_\_\_  
 Reid H. Shockey, AICP, President  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Laura S. Brent, AICP, Vice President  
 Date: \_\_\_\_\_

**City of Sultan**

By: \_\_\_\_\_  
 Ben Tolson, Mayor  
 Date: \_\_\_\_\_

Attachment A

**SCHEDULE OF 2006  
PROFESSIONAL SERVICE FEES**

**SERVICES**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Managing Principal.....	\$160.00
Senior Associate .....	\$135.00
Senior Planner.....	\$100.00
Wetland Scientist.....	\$100.00
Environmental Specialist.....	\$85.00
Planner .....	\$95.00
Design Planner.....	\$90.00
Associate Planner.....	\$75.00
Technical Support.....	\$68.00
Clerical.....	\$50.00
Expert Witness:	
Consulting & Preparation Time.....	Standard Hourly Rates
Court Proceedings & Depositions (4-hour minimum).....	Rate x 1.5

**EXPENSES**

<u>DIRECT EXPENSES</u>	<u>ITEM RATE</u>
Single Page Copies .....	No Charge
Bulk Copies .....	\$ .15 per page
Mileage .....	\$ .40 per mile
FAX Copies .....	\$ .32 per page
Authorized Subconsultants .....	Cost plus 10%
Outside Services (printing, etc.) .....	Cost plus 10%
CADD Station.....	\$10.00 per hour
Plan Sheet Prints.....	\$1.50 each
Final Plotting Fee.....	\$30.00 per sheet
Living & Travel Expenses (outside of service area) .....	Cost plus 10%

**Attachment B**  
**Standard Provisions**

1. Signing this Agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in the Agreement.
2. Either CLIENT or CONSULTANT may terminate this Agreement by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
3. Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this Agreement. Invoices are due and payable upon receipt. For accounts which are 30 or more days past-due, CLIENT agrees that CONSULTANT may, at CONSULTANT's sole discretion, withhold plans, studies, reports and other work that has been completed but not paid for until full payment is made.
4. Limit of Liability: Liability by CONSULTANT for any claims of negligence by CLIENT shall be limited to the amount billed by and paid to the CONSULTANT.

# SULTAN CITY COUNCIL

## AGENDA ITEM COVER SHEET

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**ITEM NO:** Action A-14  
Consultant Services Comprehensive Plan Update

**DATE:** September 14, 2006

**SUBJECT:** Consultant Services Comprehensive Plan Update  
Shockey Brent, Inc

**CONTACT PERSON:** Thom Graafstra, City Attorney and Rick Cisar, Director of  
Community Development

**SUMMARY:** Mayor Tolson, after our last City Council Meeting requested Staff to obtain additional bids on completing the Comprehensive Plan Amendments in order to compare costs. Staff contacted Reid Middleton, HDR , Higa Burkholder, Inc. and Shockey Brent, Inc. Reid Middleton and HDR suggested we consider keeping our current Consultant in light of the anticipated work and time frames and therefore had no cost estimate to submit. Higa Burkholder provide a verbal quote of \$35,000. Shockey Brent, Inc provided an estimate of \$30,000 broken down in two phases. In addition Shockey Brent estimated meeting costs of \$10,000 for approximately 20 meetings with the Planning Board and City Council. Shockey Brent noted they have recently worked with Lake Stevens and Yakima, which like Sultan, were GMA non-compliant and under a Board Order. They assisted these cities in bringing their plans into compliance. Mayor Tolson, Lee Walton, Interim City Administrator, and Staff, support the Shockey Brent proposal in light of their experience with the Cities of Lake Stevens and Yakima.

**PREVIOUS SUMMARY:** I have attached a Comprehensive Plan and Development Code Update Proposal from Mr. Roger Wagoner of BHC Consultants (formally Berryman and Henigar). The proposal follows the work tasks identified in the 2006 Planning Board Comprehensive Plan Updates/Amendment and Development Regulation Workprogram. Estimated Budget \$20,000 to \$30, 000.

**FISCAL IMPACT:** \$40,000.00 to complete the Amendment process by May 20, 2007.

**RECOMMENDED ACTION:**

1. Motion to rescind previous City Council Action authorizing Mayor to sign contract with BHC Consultants, Inc. to complete the Comprehensive Plan and Development Regulations.
2. Authorize Mayor to sign a Contract, not to exceed \$30,000 with an additional \$10,000 in meeting costs with Shockey Brent, Inc., to complete the Comprehensive Plan and Development Code Update.

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**COUNCIL ACTION:**

**DATE:**