

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

## ITEM INFORMATION

|   |   |  |                 |
|---|---|--|-----------------|
| <b>SUBJECT:</b><br><b>AB14-126</b><br><br><b>Resolution 14-998, authorizing the Mayor to execute a consultant service contract with AHBL for continued part-time Planning Services for the Community Development Department</b> | <b>Agenda Date: December 18, 2014</b>               |  | <b>AB14-126</b> |
|   | Mayor Carol Benson                                  |  |                 |
|   | City Administrator                                  |  |                 |
|   | City Attorney Carol Morris                          |  |                 |
|   | City Clerk – Brenda L. Martinez                     |  |                 |
|   | Community Development/Natural Resources – Aaron Nix |  | X               |
|   | Finance – May Miller                                |  |                 |
|   | MDRT/Economic Development – Andy Williamson         |  |                 |
|   | Police – Chief Kiblinger                            |  |                 |
|   | Public Works – Seth Boettcher                       |  |                 |
| Court – Stephanie Metcalf   |   |  |                 |
| Cost Impact (see also Fiscal Note): \$29,064  |   |  |                 |
| Fund Source: Funding Agreement  |   |  |                 |
| Timeline: January 2015 – March 2015   |   |  |                 |

**Agenda Placement:**  Mayor  Two Councilmembers  Committee Chair

**Attachments: Resolution No. 14-998 and Contract as Appendix A**

### SUMMARY STATEMENT:

The Community Development Department is in need of interim, part-time Planning services in order to help the Director with current Planning duties, un-related to the Master Development Review Team. The recent re-organization included moving Mr. Nix to a single funding agreement Community Development/Natural Resources position, assigning him both sets of duties. This will allow cost savings as the Natural Resources function is being integrated into Community Development and Mr. Nix will assume the Community Development Director position (recently vacated), along with providing Natural Resources duties.

These duties have utilized Planning help from AHBL, Inc. since July of this year. Staff wishes to continue on with these services, as the consultant has provided excellent help for the City, helped refine the permitting process (Streamlining) and helped tremendously with building a top notch GIS database, in which Staff can reliably obtain good, relevant data from.

**FISCAL NOTE (Finance Department):** \$29,064 is budgeted in the adopted 2015 City budget for a contracted Core Planner position, as Yarrow Bay will continue to fund a part-time, non-MDRT Planner position under the modified wind-down for staffing through March 19, 2015. The City may revise and increase the Community Development Fees in early 2015 to support planning consulting and other planning costs for non-MDRT related projects after Funding Agreement support ends in March 2015.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:** The Finance Committee will review the Resolution for Planning Service consulting at their December 11, 2015 meeting.

**RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-998, authorizing the Mayor to execute a consultant services contract with AHBL, Inc. in order to continue to provide the Community Development Department current Planning Services (Non-MDRT related) on a part-time, interim basis.**

| <b>RECORD OF COUNCIL ACTION</b> |               |             |
|---------------------------------|---------------|-------------|
| <i>Meeting Date</i>             | <i>Action</i> | <i>Vote</i> |
| December 18, 2014               |               |             |
|                                 |               |             |

**RESOLUTION NO. 14-998**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT SERVICES CONTRACT WITH AHBL, INC FOR PART-TIME, INTERIM PLANNER SERVICES TO BE PROVIDED TO THE COMMUNITY DEVELOPMENT DEPARTMENT**

**WHEREAS**, the Community Development Department does not have a on staff Planner dedicated to processing land use and permit applications on non-MDRT related issues pertaining to the rest of the City of Black Diamond; and

**WHEREAS**, the Mayor had re-organized Staff in order to provide a cost savings to the City, while attempting to still meet the current demands being placed on the Community Development Department and is responsible for; and

**WHEREAS**, City staff had solicited responses from two consulting firms and two placement services and had recommended the consulting firm AHBL, Inc. to perform these duties; and

**WHEREAS**, City Staff and the City Attorney have reviewed the contract and Finance has dedicated sufficient funds in order to cover this services through March of 2015, on an interim and part-time basis; and

**WHEREAS**, AHBL, Inc. is willing and able to the perform the needed work;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a consultant services contract with AHBL, Inc. in an amount not exceed \$29,064.00 dollars, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF DECEMBER, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF BLACK DIAMOND AND  
AHBL, INC. FOR TEMPORARY PLANNING SERVICES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

**RECITALS**

WHEREAS, the City is in need of day-to-day planning services on a temporary, part-time basis; and

WHEREAS, the Consultant has agreed to provide such services according to the terms of this Agreement;

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

**TERMS**

**I. Description of Work.**

The Consultant shall assign professional planning staff, as identified in Exhibit A, to the City to perform on-call planning services on a temporary basis for the period identified in Section IV, or until the parties execute a new Agreement, or the City hires an employee to perform planning services, whichever is sooner, Provided: this shall not obligate the City to enter into any future Agreement with the Consultant. Such planning services shall include, but not be limited to, review of applications for legislative approvals, project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents and ensuring that project permit applications are timely reviewed and processed according to law.

The Consultant represents and warrants that it and any staff member or subconsultant assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **II. Payment**

A. The City shall pay the Consultant an hourly rate of the Planner as described in the billing rates in Exhibit A, not to exceed Twenty Nine Thousand and Sixty Four Dollars (\$29,064.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

## **III. Relationship of Parties**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. 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 employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants 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 the Consultant performs hereunder.

## **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Section I on January 1, 2015, upon execution of this Agreement. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met. This Agreement shall terminate on March 31, 2015 as provided in Section I.

## **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, 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.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' fees, to the extent arising out of or connection with the performance of professional services under this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

### **VIII. Insurance**

A. The Consultant 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 Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant agrees that the Consultant shall provide prior written notification to the City of Black Diamond at least 3 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. City's Right of Inspection**

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.



## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

## **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

## **XIV. 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.

## **XV. Resolution of Disputes and Governing Law**

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Community Development Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

## **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

### **CONSULTANT:**

Attn: Wayne Carlson  
AHBL, Inc.  
2215 N 30th Street  
Suite 300  
Tacoma, WA 98403

### **CITY:**

Attn: Aaron Nix  
City of Black Diamond  
P.O. Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

## **XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

## **XVIII. Modification and Severability**

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 the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

## **XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits 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 or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached

hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 18<sup>th</sup> day of December, 2014.

**CONSULTANT**

**CITY OF BLACK DIAMOND**

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Carol Benson, Mayor

Note: The above requires the president of the corporation to sign.

**Consultant:**

**AHBL, Inc.**  
2215 North 30th Street, Suite  
300 Tacoma, WA 98403-3350

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

This scope of work is for immediate onsite development review assistance, and a potential need for other planning services as directed by City staff. Work will primarily include review of land use applications for consistency with municipal standards, zoning review of building permit applications under deadlines established by law, and general customer assistance for planning and zoning issues. Following is our proposed scope of services:

- Provide one planner for three to four-days per week at City Hall for a total of 24 hours;
- Provide additional short term development review assistance as needed;
- Specific duties include:
  - Attend pre-application meetings;
  - Conduct site visits;
  - Conduct the review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law;
  - Review SEPA documentation for purposes of recommending additional studies, SEPA determination, and/or mitigation measures to you as the SEPA Responsible Official;
  - Communicate and coordinate with applicants, their consultants, and other City department staff;
  - Prepare staff reports and recommendations in a timely manner;
  - Present reports to the Hearing Examiner, Planning Commission, and City Council; and
  - Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner;
  - Provide additional planning services, long range planning, and code revision assistance, as needed.

Wayne Carlson will serve as project manager and principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs. Planners Stan May (primary staff member at \$100/hour), Annalisa McDaniel (\$100/hour), and/or Brittany Kubinski (\$100/hour) will provide staffing as needed (See resumes for additional detail). Wayne Carlson (\$190/hour) and Brad Medrud (\$156/hour) will provide quality assurance/quality control as authorized.

Wayne Carlson will contact the City on a regular basis throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As principal-in-charge, Wayne will be involved to ensure that AHBL brings the appropriate additional resources to the projects as needed. AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications (actual cost + 10 percent). We are accustomed to tracking our time by each project and will format our invoices in a manner consistent with the City's cost-recovery system.

All planning services, including development review, contract management, quality control, and review by senior staff, and any assistance with code revisions or other planning services will be based on the attached rate sheet. AHBL will seek your authorization for the use of any staff member outside of those people included herein.



## **Wayne Carlson, AICP, LEED AP** **Principal-in-Charge & Project Manager**

Wayne Carlson is a land use planner with 20 years of professional planning experience for cities, counties, state agencies, and private clients throughout Washington. Wayne has served as an extension of in-house staff for the review of development proposals in the cities of Bonney Lake, Milton, and Pacific as well as the Bethel School District. He also has both reviewed and authored environmental reports and assessments for projects under the Washington State Environmental Policy Act (SEPA), the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA). Wayne has been involved with several master planned communities and resorts. His long-range planning experience includes preparing city comprehensive plans, sub-area community plans, and shoreline master program updates. Wayne has prepared and administered numerous code amendments to zoning, landscape, subdivision, sign, and telecommunications ordinances. He authored the first design standards for Pierce County and has been on the leading edge of incorporating low impact development into local codes and standards by working with more than 75 Washington and California municipalities since 2005 to prepare code amendments.

### **EDUCATION**

The Ohio State University, Master of City and Regional Planning with Distinction, 1994

California State University, Fullerton, B.A. in Political Science, Cum Laude, 1991

### **REGISTRATION**

American Institute of Certified Planners, 1996

LEED® Accredited Professional, U.S. Green Building Council, 2004

### **SELECTED PROJECT EXPERIENCE**

**SEPA Administration and Development Review, City of Pacific, WA, Principal-in-Charge and Project Manager**

**SEPA Administration and Development Review, City of Milton, WA, Project Manager**

**SEPA Administration and Development Review, City of Bonney Lake, WA, Project Manager**

**Pierce College Puyallup Master Plan, Pierce College, Puyallup, WA, Project Manager**

**Pierce College Fort Steilacoom Master Plan, Lakewood, WA, Project Manager**

**Bethel High School #3 Expanded Checklist and Managed SEPA Administration (Lead Agency), Bethel Public Schools, Spanaway, WA, Project Manager**

**Bethel Junior High School #5 Expanded Checklist and Managed SEPA Administration (Lead Agency), Bethel Public Schools, Spanaway, WA, Project Manager**

**Kapowsin Elementary School Expanded Checklist and Managed SEPA Administration (Lead Agency), Bethel Public Schools, Spanaway, WA, Project Manager**

**South Hill Community Plan EIS, Pierce County, WA, Project Manager**

**Upper Nisqually Valley Community Plan, Pierce County, WA, Project Manager**

**Parkland-Spanaway-Midland Communities Plan, Pierce County, WA, Project Manager**

**Sybil Brand Institute Women's Maximum Security Prison CEQA EIR, Los Angeles County Sheriff Department, Los Angeles, CA, Project Manager**

**Puget Sound Partnership Low Impact Development Direct Technical Assistance, Anacortes, Bellingham, Bremerton, Coupeville, Eatonville, Edmonds, Everett, Federal Way, Hamilton, Issaquah, Kent, Kirkland, Lacey, Lake Forest Park, Lake Stevens, Marysville, Mill Creek, Mukilteo, Normandy Park, Oak Harbor, Port Angeles, Port Orchard, Port Townsend, Poulsbo, Redmond, Sequim, Woodinville, Clallam County, Island County, Jefferson County, Kitsap County, Mason County, San Juan County, Snohomish County, Thurston County, and Whatcom County, WA, Principal-in-Charge and Project Manager**



## **Stan May, AICP Planner**

### *SUMMARY OF QUALIFICATIONS*

- Comprehensive Plan updates and amendments
- Zoning and development code updates
- Shoreline Master Program updates
- Critical Areas Ordinance updates
- Update Flood Damage Prevention regulations for compliance with FEMA's new flood insurance requirements for protection of endangered species
- State Environmental Policy Act (SEPA) documents
- Presentations to councils and planning commissions
- Facilitate workshops and other public participation events.
- Development permit reviews
- ESRI ArcGIS software

### *EDUCATION*

Master of Urban Planning,  
University of Washington  
  
Bachelor of Science, Computer  
Information Systems, City  
University

### *CERTIFICATION*

American Institute of Certified  
Planners (AICP)

### *PROFESSIONAL AFFILIATIONS*

Member of American Planning  
Association

Previously active in the local APA  
Chapter as the Puget Sound  
Section's Brown Bag Coordinator,  
organizing up to twenty AICP  
Certification Maintenance credit-  
approved lunch time training  
sessions per year.

### *EXPERIENCE*

#### **Senior Long Range Planner - Lewis County, Chehalis, WA (2012-2014)**

- Project manager for yearly comprehensive plan amendments.
- Updated Flood Damage Prevention regulations to comply with FEMA Community Assistance Visit.
- Project manager for the County Coalition Shoreline Master Program update.
- Established the planning commission's annual work plan and schedule.
- Made presentation and staff recommendations to the planning commission and county commissioners.
- Updated large lot subdivision regulations for consistency with zoning code.
- Staff lead for the Lewis County Planned Growth Committee which included recommended updates to the Countywide Planning Policies.
- Initiated complete zoning code streamlining and update.
- Member of the Airport Planning Advisory Committee.
- Performed GIS analysis.
- Reviewed development permit and land division applications including compliance with SEPA, critical areas and shoreline regulations.
- Initiated, organized and mediated a county project presentation at the American Planning Association's Planning Law Conference.

#### **Principal Planner - Stan May Planning, Seattle, WA (2011-2012)**

- Project manager for a Shoreline Master Program update.
- Project manager for a Zoning code update.
- Reviewed development permits including State Environmental Policy Act (SEPA) compliance.



## **Sara Coccia**

### **Planner**

Sara Coccia is a land use planner with 7 years of progressive responsibility on a variety of planning projects. Sara's experience includes environmental review and permitting, site design, feasibility studies, land use submittals, and coordination with local jurisdictions. Sara often serves as the liaison between residential clients and public agencies, working closely with the permitting jurisdiction to interpret codes and design creative, affordable solutions perfectly tailored to the City's requirements. Sara consistently receives positive feedback from her clients for her strong communication skills and proactive identification of land use issues that will impact the project schedule.

#### **SELECTED PROJECT EXPERIENCE**

**Pacific On-call Planning, City of Pacific, WA, Planner**

**Newcastle On-call Planning & Counter Service, City of Newcastle, WA, Planner**

**Peninsula School District Study and Inventory, Gig Harbor, WA, Planner**

**Bonney Lake Annexation Study, City of Bonney Lake, WA, Planner**

**West Richland Shoreline Master Program Update & GIS Mapping, City of West Richland, WA, Planner**

**Gold Bar Shoreline Master Program Update & GIS Mapping, City of Gold Bar, WA, Planner**

**Roy Shoreline Master Program Update & GIS Mapping, City of Roy, WA, Planner**

**Snoqualmie Shoreline Master Program Update & GIS Mapping, City of Snoqualmie, WA, Planner**

**Federal Way Parks, Recreation & Open Space Plan Update, City of Federal Way, WA, Planner**

**Lindbergh High School and Hazen High School Athletic Field SEPA, Renton School District, Renton, WA, Planner**

#### **EDUCATION**

University of Redlands, Redlands, California, B.A. Environmental Studies, Minor in Studio Art, 2006





## **Annalisa McDaniel** **Planner**

Annalisa McDaniel is an urban and land use planner with a variety of experience assisting public sector, private sector, and nonprofit clients with the preparation of comprehensive plan amendments, Shoreline Master Program updates, market analyses, and affordable housing strategies. She is particularly adept at helping local communities shed light on how land use policy affects future development potential and can guide development in a manner that is sustainable and community oriented. With proficiency in GIS, Annalisa supports community planning projects through mapping, visual resource assessment, and environmental impact analysis. Her specialized mapping and analysis experience includes data collection and creation, spatial analysis, development suitability analysis, and land capacity forecasting.

### **EDUCATION**

University of Washington, Bachelor  
of Arts, Geography (GIS), 2006

University of Colorado, Master  
of Urban and Regional Planning,  
2012

### **SELECTED PROJECT EXPERIENCE**

**Bellevue LID Code Integration**, Bellevue, WA, *Planner*

**Lewis County Shoreline Master Program Update**, Lewis County, WA, *Planner*

**West Richland Comprehensive Plan Update**, City of West Richland, WA,  
*Planner*

**Denver Transit-Oriented Development Fund Affordable Housing GIS**

**Database**, Denver, CO, Technical author (Data Analysis, GIS), *Research Analyst\**

**Dallas Area Rapid Transit Transit Oriented Development Analysis**, Dallas, TX,  
Technical author (Land Use Patterns, Market Analysis, Transportation), *Research  
Analyst\**

**Rifle Downtown Transit Oriented Development Strategic Plan**, Rifle, CO,  
Technical author (Land Use, Transportation, Market Feasibility, Public Services),  
*Research Analyst\**

**Bernalillo County Bridge Boulevard Redevelopment Plan**, Bernalillo County,  
NM, Technical author (Land Use, Market Feasibility, GIS), *Research Analyst\**

**Ute Theater Market and Feasibility Analysis**, Rifle, CO, Technical author  
(Market Analysis, Public Services), *Research Analyst\**

**E-470 Public Highway Authority Property Development Analysis**, Aurora,  
CO, Technical author (Land Use, Plans and Policies, Public Services), *Research  
Analyst \**

**Sacramento Railyards Low Income Housing Tax Credit Study**, Sacramento,  
CA, Technical author (Land Use, Plans and Policies, Public Services), *Research  
Analyst\**

*\* indicates project completed with previous employer*



## **Brittany Kubinski** **Planner**

Brittany Kubinski is a land use planner with professional experience in both current and long-range planning projects. Brittany has worked on a variety of policy planning projects, shoreline master programs and zoning code updates for public-sector clients in Washington and California. Brittany has assisted with several code amendments to zoning, landscape and subdivision ordinances particularly as they pertain to incorporating low impact development. She is proficient in GIS and brings experience in data collection and analysis including land capacity analysis and forecasting.

### *SELECTED PROJECT EXPERIENCE*

**Aberdeen, Hoquiam and Cosmopolis Shoreline Master Program Update & GIS Mapping, Cities of Aberdeen, Hoquiam and Cosmopolis, WA, Planner**

**Bellevue LID Code Integration, City of Bellevue, WA, Planner**

**California Stormwater Quality Association Proposition 84 LID Code Updates, Various Municipalities, CA, Planner**

**Kitsap County Code & Stormwater Manual LID Integration, Kitsap County, WA, Planner**

**Lewis County Shoreline Master Program Update & GIS Mapping, Lewis County, WA, Planner**

**Montesano Shoreline Master Program Update & GIS Mapping, City of Montesano, WA, Planner**

**Ocean Shores Shoreline Master Program Update & GIS Mapping, City of Ocean Shores, WA, Planner**

**Westport Shoreline Master Program Update & GIS Mapping, City of Westport, WA, Planner**

### *EDUCATION*

The Ohio State University, Master of City & Regional Planning, 2014

The Ohio State University, B.S., City & Regional Planning, Magna Cum Laude, 2009



## **Brad Medrud, AICP**

Brad Medrud is a land use planner and project manager with 16 years of professional experience in both the public and private sectors with a variety of current and long-range planning projects. His expertise includes feasibility studies, annexations, policy analysis, community planning, project review and entitlement, SEPA documentation and management, public participation, and code updates. Brad has completed numerous land use feasibility studies, including a project for the Mountain Meadow site in Pierce County. Brad managed the 20-acre site that was zoned for 2/3 single-family small lot and 1/2 multifamily. Through the study, Brad determined the residential development was not feasible, so he assisted the client with examining the possibility of a storage use on site. The study determined this was feasible, and we are now working on a rezone to allow for the construction of a Garage+ storage facility. In addition, he has prepared and administered SEPA environmental review as an extension of staff to the cities of Burien, Bonney Lake and Milton, the Federal Way Public Schools, the Renton School District, the Orting School District, the Fife School District and the White River School District.

### **EDUCATION**

University of Washington, Master of Urban Planning, 1997

University of Wisconsin-Madison, M.A., History, 1991

Pacific Lutheran University, B.A., History and Philosophy, *Cum Laude*, 1989

### **REGISTRATION**

American Institute of Certified Planners (AICP), 1999

### **SELECTED PROJECT EXPERIENCE**

**Development Application Review**, City of Bonney Lake, WA, *Project Manager*

**Development Application Review**, City of Milton, WA, *Project Manager*

**Development Application Review**, City of Pacific, WA, *Project Planner*

**SEPA Administration and Development Review**, City of Bonney Lake, WA, *Project Manager*

**SEPA Administration and Development Review**, City of Milton, WA, *Project Manager*

**Lloyd's Master Plan SEPA Administration and Development Review**, City of Milton, WA, *Project Manager*

**SEPA Administration and Development Review**, City of Pacific, WA, *Project Manager*

**Capital Facilities Plan Adoption SEPA Process**, Eatonville School District, Eatonville, WA, *Project Manager*

**Sequoia Middle School Expanded SEPA Checklist and Managed SEPA Review**, Federal Way Public Schools, Federal Way, WA, *Project Manager*

**Midway Elementary Replacement SEPA Environmental Review**, Highline School District, Des Moines, WA, *Project Manager*

**Orting Middle School and Stadium Expanded SEPA Checklist and Managed SEPA Review**, Orting School District, Orting, WA, *Project Manager*

**Capital Facilities Plan Adoption SEPA Process**, Peninsula School District, Gig Harbor, WA, *Project Manager*

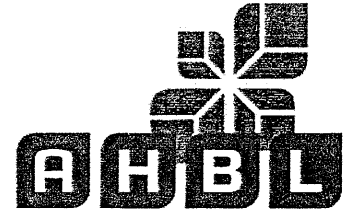
**Serenity Estates Subdivision**, King County, WA, *Project Manager*

**River Ridge Heights Residential Subdivision**, Lacey, WA, *Project Manager*

**Royal Firs Small Lot Subdivision**, South Hill, Pierce County, WA, *Project Manager*

**Summerset PUD Self-Help Housing Project**, Poulsbo, WA, *Project Manager*

**Edgewood Johnson Subdivision**, Edgewood, WA, *Project Manager*



## SCHEDULE OF CHARGES AND COMPENSATION

|   |             |                                     |                       |
|---|-------------|-------------------------------------|-----------------------|
| Principal.....                          | 205.00/Hour | CAD Operator 1 .....                | 75.00/Hour            |
| Associate Principal.....                | 185.00/Hour | Planner 5.....                      | 125.00/Hour           |
| Sr. Project Manager.....                | 173.00/Hour | Planner 4.....                      | 110.00/Hour           |
| Project Manager.....                    | 165.00/Hour | Planner 3.....                      | 100.00/Hour           |
| Director of Landscape Architecture..... | 160.00/Hour | Planner 2.....                      | 85.00/Hour            |
| Sr. Planning Project Manager.....       | 156.00/Hour | Planner 1.....                      | 75.00/Hour            |
| Planning Project Manager.....           | 145.00/Hour | Landscape Project Manager 2.....    | 125.00/Hour           |
| Sr. Landscape Project Manager.....      | 137.00/Hour | Landscape Project Manager 1.....    | 110.00/Hour           |
| Survey Project Manager.....             | 160.00/Hour | Landscape Designer 3 .....          | 100.00/Hour           |
| Chief of Parties.....                   | 145.00/Hour | Landscape Designer 2.....           | 85.00/Hour            |
| Project Engineer 5.....                 | 150.00/Hour | Landscape Designer 1.....           | 75.00/Hour            |
| Project Engineer 4.....                 | 130.00/Hour | Planning/Landscape Technician ..... | 70.00/Hour            |
| Project Engineer 3.....                 | 115.00/Hour | Survey Technician 3.....            | 110.00/Hour           |
| Project Engineer 2.....                 | 105.00/Hour | Survey Technician 2.....            | 100.00/Hour           |
| Project Engineer 1.....                 | 95.00/Hour  | Survey Technician 1.....            | 90.00/Hour            |
| Project Designer 3.....                 | 135.00/Hour | Survey Crew.....                    | 190.00/Hour           |
| Project Designer 2.....                 | 125.00/Hour | 1-Man Survey Crew .....             | 130.00/Hour           |
| Project Designer 1.....                 | 110.00/Hour | Graphic Designer .....              | 95.00/Hour            |
| Project Administrator.....              | 102.00/Hour | Word Processor .....                | 85.00/Hour            |
| Engineer Technician 3 .....             | 110.00/Hour | Administrative Assistant .....      | 70.00/Hour            |
| Engineer Technician 2 .....             | 98.00/Hour  | Outside Consultants.....            | Separate Fee Proposal |
| Engineer Technician 1 .....             | 85.00/Hour  | Geotechnical Engineers.....         | Separate Fee Proposal |
| CAD Operator 3.....                     | 95.00/Hour  | Environmental Consultants.....      | Separate Fee Proposal |
| CAD Operator 2.....                     | 90.00/Hour  |                                     |                       |

|                                       |            |
|---------------------------------------|------------|
| Large Format Black & White Bond.....  | 0.25/sf    |
| Large Format Color Bond.....          | 4.00/sf    |
| Large Format Mylar.....               | 2.00/sf    |
| Small Format Color Bond 11 X 17.....  | 0.50/Sheet |
| Small Format Color Bond 8.5 X 11..... | 0.40/Sheet |

**The Schedule of Charges and Compensation is subject to change.**

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.