



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tues., February 20, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. Discussion (no material)* - Parks and Recreation Advisory Board - Chair Brian Levenhagen
- B. Discussion (no material)* - Utility Tax
- C. Review/Discussion* - Traffic Safety Grant
- D. Review/Discussion* - Speed Limits
- E. Discussion* - Job Description for Combination Building Inspector/Plans Examiner
- F. Discussion* - WC-3 Contract for Back Up Plan Review and On-Site Building Inspection Services
- G. Review/Discussion* - Budget Amendment Salary Schedule
- H. Review/Discussion* - 2017 Comp Plan Amendment

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: 2018 Traffic Safety Grant

Date: February 20, 2018

Title: 2018 Traffic Safety Grant

Attachments: Draft Resolution No. 18-XXXX, Exhibit A Traffic Safety Equipment Grant Award

Submitted By: Police Chief, Micah Lundborg

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: The Washington Association of Sheriffs and Police Chiefs (WASPC) has approved the Edgewood Police Department to receive \$1395.00 to purchase Lidar equipment.

Recommendation: Staff recommends that the City Council move forward with acceptance of this grant being brought forward to the next Council meeting for adoption of Resolution No. 18-XXXX, accepting the Traffic Safety Equipment Grant for 2018.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review

Fiscal Impact: None

RESOLUTION NO. 18-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, REGARDING ACCEPTANCE OF TRAFFIC SAFETY EQUIPMENT GRANT FUNDS FROM THE WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS.

WHEREAS, the City of Edgewood Police Department is purchasing Lidar equipment for \$1,395.00; and

WHEREAS, the Washington Association of Sheriffs & Police Chiefs have made funds available to the City of Edgewood Police Department in the form of a Traffic Safety Equipment Grant;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby accepts the Traffic Safety Equipment Grant funds from the Washington Association of Sheriffs & Police Chiefs in the amount of \$1,395.00 to purchase Lidar Equipment. WASPC Traffic Safety Equipment Grant award letter attached as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED this 27th day of February, 2018

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
WASPC Award Letter

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington

February 5, 2018

Contract Chief Lundborg
Edgewood Police Department
2224 104th Av E
Edgewood, WA 98372



Dear Contract Chief Lundborg,

Thank you for applying for a WASPC Traffic Safety Equipment Grant. We are pleased to inform you that your agency has been approved to receive \$ 1395.00 to purchase the following equipment: (1) Lidar \$1395.00.00.

The Federal Identification number for this grant is **CFDA# 20.600**. Invoices must be submitted to WASPC no later than May 4, 2018. Any invoices not received by the deadline will not be reimbursed and the award money will be forfeited. ***Please note: WASPC is responsible for the amount of your grant award only. Any expense in excess of the grant award must be paid by your agency.***

A report is required for the Traffic Safety Equipment Grant funds awarded to your department. The 2017-2018 Traffic Safety Equipment Grant reports are due by October 15, 2018. **Failure to report will result in denial of 2018 – 2019 grant funds.** Your agency is responsible for subscribing to the following commitments:

- Support statewide/national traffic safety initiatives, projects, and programs
- Report grant results to WASPC in a timely manner
- Subscribe and commit to aggressive traffic enforcement

Online report forms and A-19 reimbursement forms can be found at www.waspc.org/traffic-safety.

Thank you for your dedication to traffic safety in the State of Washington. If you have any questions, please contact Anastasia Raybon at (360) 486-2387 or araybon@waspc.org. If you would like more information regarding state or federal traffic safety grant funding, please contact the Washington Traffic Safety Commission at (360) 725-9896.

Sincerely,

Steve Strachan
Executive Director

President
BRIAN BURNETT
Sheriff—Chelan County

President Elect
KEN THOMAS
Chief—Kent

Vice President
JOHN SNAZA
Sheriff—Thurston County

Past President
KEN HOHENBERG
Chief—Kennewick

Treasurer
BRIAN WINTER
Sheriff—Yakima County

DUSTY PIERPOINT
Chief—Lacey

RONNIE ROBERTS
Chief—Olympia

Executive Board
CRAIG MEIDL
Chief—Spokane

BILL BENEDICT
Sheriff—Clallam County

JOHN TURNER
Sheriff—Walla Walla

RICK SCOTT
Sheriff—Grays Harbor County

MARK COUEY
Director—OIC
Criminal Investigations Unit

JOHN BATISTE
Chief—WA State Patrol

JAY TABB
SAC—FBI, Seattle

STEVE STRACHAN
Executive Director



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: Speed Limit Reductions

Date: February 20, 2018

Title: Speed Limit Reductions – City-wide Arterial Network

Attachments: “Posted Speed Limits” Map, showing the affected roads
Ordinance 18-0xxx (DRAFT)

Submitted By: Jeremy Metzler, PE – Public Works Director

Approved For Agenda By: Daryl Eidinger, Mayor

Discussion: As traffic congestion continues to increase in the region, more and more commuters are discovering local arterial streets as a convenient bypass with minimal traffic flow restrictions. In recent years we have seen increased traffic volumes, resulting in accidents and excessive speeds, causing concern for the safety and welfare of local residents. In an effort to step up enforceability, introduce traffic calming measures, and align with the statutory maximum lawful speed limit within cities, we propose reducing the maximum posted speed on several local arterial streets from 35 miles per hour to 25 miles per hour.

Recommendation: Staff recommends that the City Council move forward with this proposal, bringing Ordinance 18-0xxx forward to the next Council meeting for adoption.

Alternatives: 1) Do not adopt. 2) Forward to next Study Session for further review

Fiscal Impact: With the passing of this ordinance as presented, there are 29 existing speed limit signs would need to be updated, and 3 new “reduced speed limit ahead” signs would be needed. Assuming the existing sign posts can remain, the estimated cost to accomplish this is approximately \$2,000.

ORDINANCE NO. 18-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO SPEED LIMITS ON THE CITY'S STREETS AND HIGHWAYS, REDUCING THE SPEED LIMIT FROM 35 MPH TO 25 MPH ON CERTAIN IDENTIFIED STREETS AND PORTIONS OF STREETS, AND DIRECTING THE TRAFFIC ENGINEER TO POST SIGNS REFLECTING THE NEW SPEED LIMITS ON THE AFFECTED STREETS, AMENDING EDGEWOOD MUNICIPAL CODE SECTION 10.10.020.

WHEREAS, the Revised Code of Washington (RCW) Section 46.61.400(2)(a) establishes a maximum lawful speed of twenty-five (25) miles per hour on city and town streets; and

WHEREAS, on January 12, 1999, the City Council for Edgewood adopted Ordinance 98-0124, establishing maximum lawful speed limits for vehicles using certain city streets, roads and highways as 35 and 40 miles per hour (as codified in EMC Section 10.10.020); and

WHEREAS, since the passing of said Ordinance, traffic volumes and speeds on certain arterial streets within the city have increased to the extent that the City Council now believes that the public health and safety require a reduction of the maximum speed limit for certain streets identified in EMC Section 10.10.020; and

WHEREAS, RCW 46.61.415 provides that the City is required to obtain an engineering and traffic study when the City determines that the maximum speed permitted under RCW 46.61.400 for city streets is greater or less than is reasonable and safe under the conditions found to exist;

WHEREAS, the maximum speed permitted in RCW 46.61.400 is 25 miles per hour on city streets; and

WHEREAS, the City's decision to reduce the speed limit on certain streets from 35 mph to the maximum speed for city streets of 25 mph in RCW 46.61.400 is therefore consistent with RCW 46.61.415 and does not require a traffic study; and

WHEREAS, EMC Section 10.10.020(B) currently provides that Meridian Avenue from the Pierce County line south to the city limits shall have a 40 mph speed limit; and

WHEREAS, since the adoption of EMC Section 10.10.020(B) in 1999, the Washington State Department of Transportation has posted the maximum lawful speed limit along Meridian Avenue East (State Route 161) as 35 miles per hour, and the City desires to adopt the necessary code amendment to be consistent with the decision of WSDOT;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 10.10.020 of the Edgewood Municipal Code is hereby amended to provide in its entirety as follows:

10.10.020 Increasing state speed limit. Whenever conditions are found to exist upon an arterial street or highway which warrant an increase in the speed permitted by state law, the legislative authority of this City, subject to the approval of the State Highway Commission in cases involving state highways, shall determine and declare a reasonable and safe maximum speed limit for such arterial street or highway, or portion thereof, not to exceed 55 miles per hour. Pursuant to the foregoing authority, the following speed limits are established for the following streets and highways:

A. Twenty-Five Miles Per Hour (25 MPH). The speed limit on the following streets shall be established as 25 mph, consistent with RCW 46.61.400(2)(a). These streets are listed below to address the change in the speed limit from 35 MPH to 25 MPH as a result of this Ordinance. The speed limit on any City street not listed in this subsection A or subsection B of this Section 10.10.020 shall remain at 25 MPH.

1. 18th Street East from 112th Avenue East to 114th Avenue East;
2. 18th Street East from 114th Avenue East to 122nd Avenue East;
3. 32nd Street East from 114th Avenue East to 112th Avenue East;
4. 32nd Street East from 122nd Avenue East to 114th Avenue East;
5. 36th Street East from 114th Avenue East to 122nd Avenue East;
6. 48th Street East from 122nd Avenue East to 114th Avenue East;
7. 48th Street East/Edgewood Drive East from 122nd Avenue East to Sumner Heights Drive East;
8. 48th Street East from 114th Avenue East to Chrisella Road East;
9. 112th Avenue East from 24th Street East to 18th Street East;
10. 112th Avenue East from 32nd Street East to 24th Street East;
11. 112th Avenue East from 18th Street East to 16th Street East;
12. 114th Avenue East from 36th Street East to Jovita Blvd. East;
13. 114th Avenue East from 8th Street East to Jovita Blvd. East;
14. 114th Avenue East from 18th Street East to 8th Street East;
15. 114th Avenue East from Jovita Boulevard to County Line;
16. Edgewood Drive East from Sumner Heights Drive East to Sumner Heights Drive East; and
17. Sumner Heights Drive East from Edgewood Drive East to Sumner city limits.

B. Thirty-Five Miles Per Hour (35 MPH).

1. 8th Street East from 114th Avenue East to 122nd Avenue East;
2. 8th Street East from SR 161 (Meridian Avenue East) to 114th Avenue East;
3. 16th Street East from SR 161 (Meridian Avenue East) to 112th Avenue East to 114th Avenue East;
4. 18th Street East from 112th Avenue East to 114th Avenue East;
5. 18th Street East from 114th Avenue East to 122nd Avenue East;
6. 4. 20th Street East from 87th Avenue Court East to 92nd Avenue East;
7. 5. 24th Street East from 92nd Avenue East to SR 161 (Meridian Avenue East);
8. 6. 24th Street East from 112th Avenue East to 122nd Avenue East;
9. 7. 24th Street East from SR 161 (Meridian Avenue East) to 112th Avenue East;
10. 32nd Street East from 114th Avenue East to 112th Avenue East;

- ~~11. 8. 32nd Street East from 112th Avenue East to SR 161 (Meridian Avenue East);~~
- ~~12. 32nd Street East from 122nd Avenue East to 114th Avenue East;~~
- ~~13. 9. 36th Street East from SR 161 (Meridian Avenue East) to 114th Avenue East;~~
- ~~14. 36th Street East from 114th Avenue East to 122nd Avenue East;~~
- ~~15. 48th Street East from 122nd Avenue East to 114th Avenue East;~~
- ~~16. 48th Street East from 114th Avenue East to Chrisella Road East;~~
- ~~17. 48th Street East/Edgewood Drive East from 122nd Avenue East to Sumner Heights Drive East;~~
- ~~18. 10. 92nd Avenue East from 20th Street East to 24th Street East;~~
- ~~19. 112th Avenue East from 24th Street East to 18th Street East;~~
- ~~20. 112th Avenue East from 32nd Street East to 24th Street East;~~
- ~~21. 112th Avenue East from 18th Street East to 16th Street East;~~
- ~~22. 114th Avenue East from 36th Street East to 32nd Street East;~~
- ~~23. 114th Avenue East from 8th Street East to Jovita Blvd East;~~
- ~~24. 114th Avenue East from 18th Street East to 8th Street East;~~
- ~~25. 114th Avenue East from 48th Street East to 36th Street East;~~
- ~~26. 114th Avenue East from Jovita Boulevard to County Line;~~
- ~~27. 11. 122nd Avenue East from 36th Street East to 48th Street East;~~
- ~~28. 12. 122nd Avenue East from 8th Street East to 18th Street East;~~
- ~~29. 13. 122nd Avenue East from 32nd Street East to 36th Street East;~~
- ~~30. 14. 122nd Avenue East from 24th Street East to 32nd Street East;~~
- ~~31. 15. 122nd Avenue East from 18th Street East to 24th Street East;~~
- ~~32. Edgewood Drive East from Sumner Heights Drive East to Sumner Heights Drive East;~~
- ~~33. 16. Jovita Blvd East from 114th Avenue East to West Valley Hwy East;~~
- ~~34. 17. Jovita Blvd East from SR 161 (Meridian Avenue East) to 114th Avenue East;~~
- ~~35. Sumner Heights Drive East from Edgewood Drive East to Sumner city limits.~~
18. Meridian Avenue East from the Pierce County line south to the City limits.

~~C. Forty Miles Per Hour.~~

- ~~1. Meridian Avenue from the Pierce County line south to the City limits.~~

Section 2. Enforcement. The City's Traffic Engineer is hereby directed to post appropriate signage on City streets consistent with this ordinance immediately upon the effective date herein.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be 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 section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL ON THE XXTH DAY OF XXXXX, 2018

Daryl Eiding, Mayor

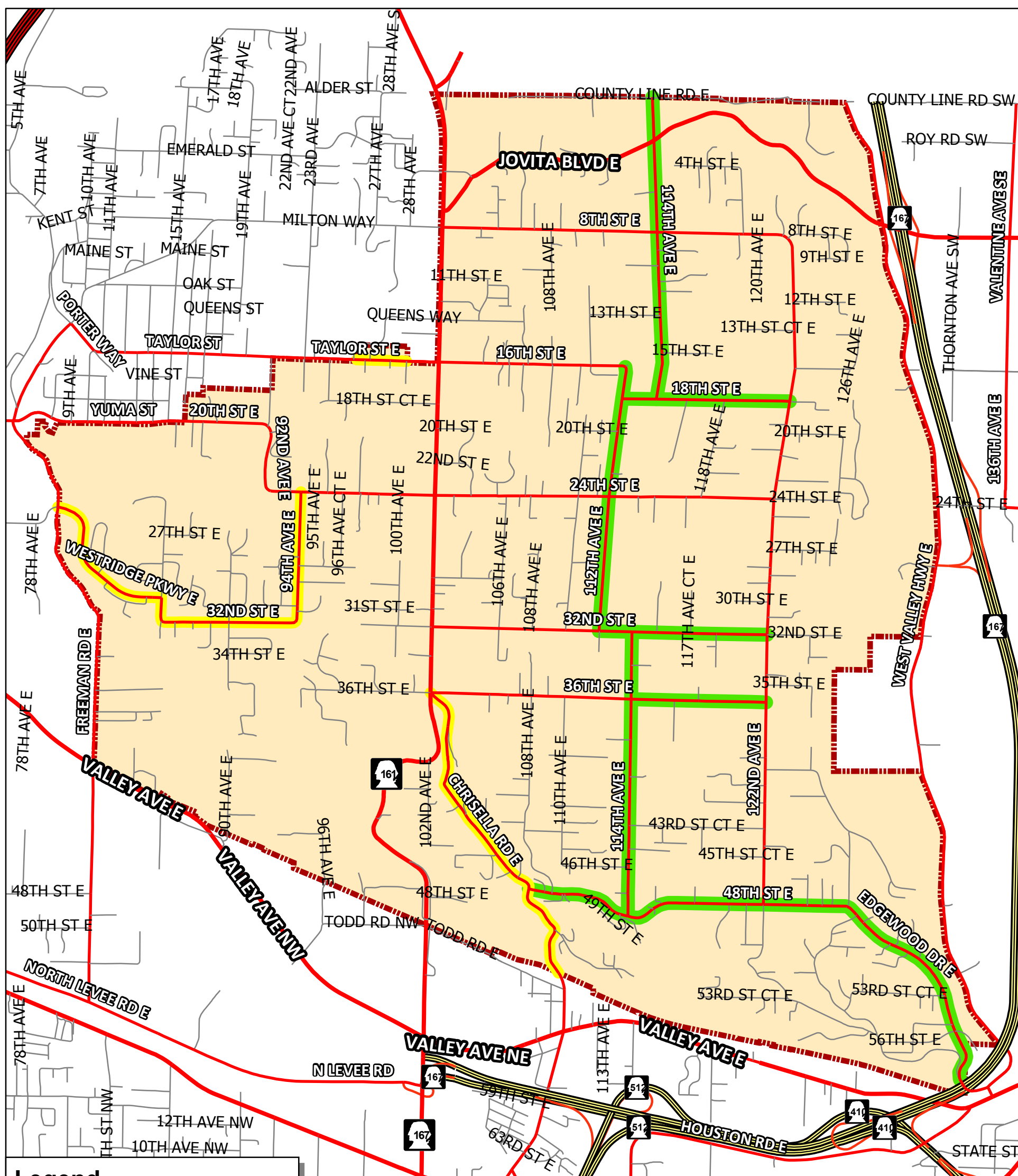
ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

City Attorney, Carol Morris

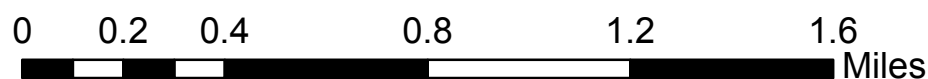
Date Published: XXXX
Effective Date: XXXX



Legend

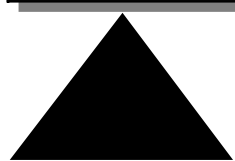
Roads

-  Interstate Highway
-  Highway Ramp
-  Limited Access State Highway
-  Other State Highway
-  Major Road
-  Arterial
-  Residential
-  25mph Arterials
-  Proposed 25mph Arterials
-  Edgewood City Limits



1 inch = 2,000 feet

Note: All Arterial Roads (red lines) are posted 35 miles per hour, unless otherwise noted. All other roads are 25 miles per hour.



NORTH

Author: Jeremy Metzler
Date Prepared: 2/13/2018

City of Edgewood

Posted Speed Limits





CITY OF EDGEWOOD

STAFF REPORT

STUDY SESSION AGENDA ITEM: New Job Description

Date: February 20, 2018

Title: Combination Inspector/Plans Examiner Job Description

Attachments: 1) Job Description

Submitted By: Darren Groth, Community Development Director

Approved For Agenda by: Daryl Eidinger, Mayor

Discussion

The City of Edgewood is experiencing unprecedented levels of growth and development. This level of construction activity generates a high volume of on-site building inspections and results in numerous building applications that must be reviewed. The workload is currently divided among a Building Official, a Building Inspector, and an apprentice trainee from L&I gaining inspection experience under an on-the-job program.

On February 12, 2018, the City's Building Inspector submitted his resignation to the Mayor and the Building Inspector's last work day is scheduled for February 23. The impending loss of this employee allowed the management team to implement a succession plan for the re-staffing of the lost job duties. The succession plan calls for the hiring of a new employee that is capable of performing both the lost inspection capacity and augmenting the Building Official's plan review functions. This request to staff the vacant position needs approval of a new job description.

Recommendation: Forward the proposal to City Council for approval.

Fiscal Impact: The Building Inspector position is classified as an FT-06 and the new position is anticipated as an FT-09.

Monthly Wage Steps		Step 1	Step 2	Step 3	Step 4	Step 5
FT-06	Inspector	\$4,701	\$4,976	\$5,251	\$5,526	\$6,266
FT-09	Combo BI/PE	\$5,404	\$5,863	\$6,322	\$6,781	\$7,376



CITY OF EDGEWOOD

COMBINATION BUILDING INSPECTOR/PLANS EXAMINER - Job Description

Department: Community Development

Salary Range: \$5,404 – \$7,376/mo.

Opening Date:

Closing Date:

This position is a full-time, non-union, FLSA non-exempt position.

GENERAL SCOPE OF WORK:

The Combination Building Inspector/Plans Examiner performs plan reviews and inspection of commercial, residential, and public buildings to ensure compliance with adopted local municipal building codes. Responsibilities vary depending on building inspection scheduling and specialty factors, include reviewing plans for building code compliance and processing building permit applications, advising the general public on matters relating to construction and other code requirements, and providing technical information to architects, engineers, contractors, and other persons. Work is performed independently and may include coordinating efforts with colleagues or coaching other employees.

ESSENTIAL JOB FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential functions.

1. Plans day-to-day and project assignments, attends meetings, and together with the Building Official and other colleagues, plans workloads and priorities.
2. Inspects buildings during construction to ensure compliance with adopted building codes and other applicable municipal codes and ordinances. This includes progressive, customized, and other inspection procedures for commercial, residential, and public buildings.
3. Coordinates and processes building permit applications.
4. Investigates complaints and performs inspections of existing buildings to determine if hazardous or illegal conditions exist relating to structures and their use.
5. Assists and advises design professionals, contractors, and the general public in matters relating to construction and code requirements; also helps order, prepare, and maintain reference center materials and public information brochures.
6. Reviews plans for non-structural code compliance including life-safety, conventional framing, plumbing and mechanical, energy, and accessibility.
7. Prepares letters and written reports; meets with design professionals, owners, and contractors to review plans; and, as may be required, issues notices to correct code violations, issues "stop work" notices, and testifies in court regarding violations.

8. Attends professional seminars, meetings and training as required; ensure that all required licenses or certifications are obtained and maintained.
9. Provides support as needed at pre-application meetings regarding the City's building processes, codes, and permitting procedures.
10. Provides excellent customer service and respond to questions from the public over the telephone, by email, and in person relating to the requirements of codes and building issues.
11. Performs designated duties of the Building Official in the Building Officials absence; to include performing office and filing tasks and helping train new employees.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Required

1. Five (5) years construction inspection, permitting, or plan review experience; OR, any combination of training or experience that provides the required knowledge and abilities. Must pass job related tests.
2. Certification as a building inspector, a plumbing inspector, mechanical inspector, or plans examiner; with the ability to obtain the remaining certifications within twelve (12) months of hire.
3. Knowledge of modern office and clerical practices and procedures and skills in the operation of personal computer, including word processing and permitting software, calculator, ruler, copier, fax machine, and telephone.
4. Ability to read and interpret plans, blueprints and specifications and compare these with construction in process or with provisions of codes.
5. Ability to work in a variety of weather conditions.
6. Ability to operate a City vehicle. A valid Washington State Drivers' License is required on the first day of employment and documentation to fulfill the requirements of the Immigration and Nationality Act is mandatory within 3 days of employment.
7. Ability to communicate effectively orally and in writing.
8. Ability to detect inferior materials and construction techniques that pose a structural safety hazard in the construction of buildings.
9. Possession of or the ability to obtain, and maintain throughout employment, a valid Washington State driver's license.

Preferred

1. Five (5) years of experience performing on-site building inspections.
2. Five (5) years of experience working as a plans examiner in a public agency.
3. Possession of a valid ICBO or ICC certification as a Plans Examiner.

SPECIAL CONSIDERATIONS:

The incumbent will be joining an organization with fewer than 20 full-time positions. As a small and nimble organization, the City of Edgewood needs to develop and implement an effective succession plan. This position is anticipated to become a key member of the City's Building Inspections division. A hiring objective for this position is to find an employee that will be competently qualified to become a Building Official within 18 months in order to meet the goals of the Community Development Department's succession plan.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position. Work is performed in both field and office settings. This position requires ability to transport oneself to a variety of locations, primarily in and around Pierce County.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office and field equipment. The employee is occasionally required to sit, climb stairs or ladders, or balance and walk on scaffolding; stoop, kneel, crouch or crawl; talk and hear. The employee may occasionally be required to lift or move up to 50 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Duties are performed both indoors and outdoors under a variety of weather and environmental conditions, including wind, mud, rain, and snow. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some night meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS:

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

This position description does not constitute a contract for employment. It is subject to change by the City as the needs of the City and requirements change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

If you meet the minimum qualifications and are interested in applying for this position, please send a cover letter, resume, and signed EOCC statement to:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Submittals may also be e-mailed to humanresources@cityofedgewood.org.

Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: WC3 Contract for On-Call Services

Date: February 20, 2018

Title: On-Call Contract with WC3

Attachments: 1) Draft Contract

Submitted By: Darren Groth, Community Development Director

Approved For Agenda by: Daryl Eiding, Mayor

Discussion

With the recent resignation of the City's Building Inspector, this request is to hire a consultant to perform on-call site inspections. The goal is to keep the quality and quantity of inspections consistent during the transition of finding a full-time replacement employee.

Recommendation: Forward the proposal to City Council for approval.

Fiscal Impact: The contract is attached at capped at a maximum not to exceed amount.

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
WC-3 Consultants**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and West Coast Code Consultants, Inc., d.b.a. WC-3 Consultants, (hereinafter the "Consultant,") a corporation organized under the laws of the State of California, located and doing business at 19109 36th Ave. W. Suite 207, Lynnwood, Washington 98036.

RECITALS

WHEREAS, the City requires back-up plan review and on-site building inspection services; and

WHEREAS, the Consultant has agreed to provide these services on an on-call basis, as the need arises for the City of Edgewood;

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 perform Building Plan Review and Onsite Building Inspection Services as needed by the City of Edgewood, all as described in Exhibit A, attached hereto and incorporated herein by this reference. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy Five Thousand Dollars (\$75,000.00) for the services described in Section I and Exhibit A. This is the

maximum amount to be paid under this Agreement for the work described in this Agreement, 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 be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. 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.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

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 Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on February 28, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

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 herein. 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, arising out of or resulting from the acts, errors or omissions of the Consultant in connection with the performance of 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

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 performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant 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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant'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.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided 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. Consultant 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 Consultant before commencement of the work.

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 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 Mayor of the City of Edgewood, who shall determine the term or provision's true intent or meaning. The City of Edgewood 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'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 Pierce County Superior Court, Pierce 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 party's 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:

WC-3 Consultants
Attn: Martha J. Gillis
19109 36th Avenue W Suite 207
Lynnwood, WA 98036

CITY:

City of Edgewood
Attn: Daryl Eidingen (Mayor)
2224 - 104th Avenue East
Edgewood, WA 98372
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 ____ day of _____, 2018.

CONSULTANT

By: _____
Its President

WC-3 Consultants

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. PLAN REVIEW

- A. WC-3 Consultants will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the State of Washington and City of Edgewood (City), except that WC-3 will confer with the Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).
- B. The services to be performed by WC-3 will not begin until receiving a written Task Order, as described in Section I of the attached contract, from the City that identifies the specific tasks to be performed.
- C. WC-3 will not perform plan mark ups, make any complex structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant's design professional. All notes and details must be on the approved permit set of plans.
- D. If corrections or additions are required, WC-3 will write a review letter addressed to the City and/or applicant. The City will then send WC-3's review letter, along with any additional City requirements, to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- E. Upon completion of the plan review, WC-3 will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. WC-3's name, and date of compliance will be affixed to each sheet up to two sets of drawings or as otherwise requested by the City. The plan reviewer's signature will also be affixed to the coversheet.
- F. Complete reviews will include structural, nonstructural, plumbing, mechanical, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

2. PROCESS

- A. The City will determine which plans are to be reviewed by WC-3 according to the individual Task Order.

- B. The City will intake, track and process the permit applications and all revisions per current building and permit administration procedures.
- C. WC-3 will be responsible for the transportation of permit review documents to the City. The City will be responsible for the transportation of permit review documents to WC-3.
- D. WC-3 will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and/or the City with corrections within the time frames listed below:

Typical Review Times:

Project Type	Initial Review	Re-Review
Single-Family	10 working days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20-30 days (4 weeks)	15 days (3 weeks)

Turn-around time for large, complex, and non-typical types of permit applications is to be negotiated.

- E. WC-3 will review any revision s or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and/or the City with additional revision requests within the time frames specified above.
- F. The typical review times as noted above may be negotiated based on the number and/or complexity of projects the City wishes to send to WC-3 at one time or within a short window of time. WC-3 will not be held responsible for delays beyond WC-3's control. WC-3 shall notify the City of revisions to estimated target dates.

3. BUILDING INSPECTIONS

- A. Consultant will provide a certified building inspector to perform the following services:
 - 1. Upon authorization by the City by written Task Order, as described in Section I of the attached contract, the inspector will perform building inspection work for the City.
 - 2. At the request by the City, the inspector shall be asked to perform one or more of the following inspection tasks:
 - non-structural fire and life safety inspections

- structural inspections
- energy code inspections
- barrier free inspections
- mechanical & plumbing inspections
- building code compliance, compliance inspections

- B. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and energy code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation .
- C. Inspections will be done in accordance codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.
- D. The City shall guarantee a minimum of four (4) hours inspection work each day inspection services are delivered on-site on behalf of the City.

EXHIBIT B COMPENSATION & RATES

Hourly Review Rates:

The following review services are provided using an hourly rate, unless otherwise noted.

Hourly Rates*	
Service	Rate
Building Official	\$110
Structural Engineer, P.E., S.E.	\$110-\$130 DOE
Plan Review	\$100
Fire Review	\$100
Building Inspector	\$85-\$95 DOE
Electrical Inspector	\$90-\$100 DOE
Permit Technician	\$55
Administrative	\$40
Education/Instructor	\$85
Seminars	\$1,200 per day

*All plan review fees are hourly if a 3rd and subsequent reviews are needed or if provided for Deferred & Revised Reviews.

*All rates require a minimum charge of one (1) hour.

*Education: Requires one (1) hour of prep time for every three (3) hours teaching time with a minimum charge of one (1) hour.

*Expedited service will be assessed using 1.5 percent of the hourly rate schedule.

*Meeting attendance rates are hourly portal to portal.

*Some reviews require the expertise of a P.E. or S.E. Authorization by the City must be requested for these services.



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: Amendment No. 1 to the 2017 Budget

Date: February 20, 2018

Title: Amendment No. 1 to the 2018 Budget

Attachments: Budget Amendment Ordinance with Exhibit A & B

Submitted By: Dave Gray, Assistant City Administrator

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: Administration recently learned our Combination Building Inspector is leaving City employment. Staff felt this presented an opportunity to upgrade the position to an Inspector/Plans Examiner position, which is a position that would be a likely progression to Building Official. Our Building Official has disclosed plans to retire in approximately 18 months, hence this succession plan. 2018 Budget Amendment No. 1 establishes a new position, Building Inspector/Plans Examiner by adding the partial year increase to the Building Services budget resulting from a change to the Salary Schedule.

Recommendation: Recommend the Mayor move Budget Amendment No.1 to the Regular Council Meeting on February 27th for Council Action.

Fiscal Impact: A net decrease of General Fund Balance of \$5,034 results by eliminating the budgeted Combination Inspector pay and replacing the job functions with the higher paying Building Inspector/Plans Examiner position for an estimated eight months.

The full year impact of this change would be \$7,551.00 for 2018.

ORDINANCE NO. 18-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING THE BUDGET FOR THE 2018 FISCAL YEAR, PROVIDING UPDATES TO THE APPROVED GENERAL FUND BUDGET, SPECIFICALLY BUILDING SERVICES AND THE 2018 SALARY SCHEDULE, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.33 RCW, requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, the City of Edgewood established its 2018 Budget in Ordinance No. 17-04570516; and

WHEREAS, the City Council desires to amend the 2018 Budget and Exhibit A Salary Schedule to reflect updated labor expenditure estimates caused by the creation of a new Building Inspector/Plans Examiner staff position; and

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Amending the 2018 General Fund, Specifically Building Services Budget Expenditures. The 2018 General Fund/Building Services Budget is hereby amended to provide as set forth in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full. The change to the original Building Services Budget are to accommodate the increased cost of adding a new Building Inspector/Plans Examiner position. The position is designed to provide a succession path for a known retirement of our current Building Official. The position will capture the current duties of our Combination Building Inspector (leaving City employment) as well as prepare to fill the additional duties of the Building Official, via on-the-job training.

Section 2. Amending the 2018 Salary Schedule. The 2018 Salary Schedule approved with Ordinance 17-0516 is amended to add a Building Inspector/Plans Examiner staff position.

Section 3. Direction to Staff: Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2018 Budget and Exhibit A Salary Schedule to reflect the above amendments and to make all necessary and appropriate line item entries and adjustments in order to reflect said amendments.

Section 5. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

Section 6. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state

or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City and this ordinance shall take effect and be in full force five (5) days after the date of publication.

Section 8. Approval. Pursuant to RCW 35A.33.120, the City Council finds that this Ordinance is in the best interest of the City and has approved this Ordinance by a majority plus one of all members of Council.

Presented to Council for first reading and adoption on February 27, 2018.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD THIS 27TH DAY OF FEBRUARY, 2018.

Mayor, Daryl Eidinger

Attest/Authenticated:

City Clerk, Rachel Pitzel, CMC

Approved As To Form:

City Attorney Carol Morris

Date of Publication: *February XX, 2018*

Effective Date: *March XX, 2018*

EXHIBIT "A"						
2018						
CITY OF EDGEWOOD						
SALARY RANGE PLAN						
ORDINANCE 17-0516 2018 Budget Amendment No. 1 18-XXXX						
		2.5% Increase Over 2017				
FULL TIME CLASSIFICATIONS:		2018 Monthly Wage Range				
	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
FT-17-01	Administrative Assistant	\$3,503	\$3,762	\$4,020	\$4,278	\$4,536
FT-17-02	Communications Coordinator	\$3,957	\$4,257	\$4,556	\$4,856	\$5,155
FT-17-02	Permit Coordinator	\$3,957	\$4,257	\$4,556	\$4,856	\$5,155
FT-17-02	Public Works Maintenance Tech	\$3,957	\$4,257	\$4,556	\$4,856	\$5,155
FT-17-02	Accounting Tech	\$3,957	\$4,257	\$4,556	\$4,856	\$5,155
FT-17-03	Public Works Maintenance Tech II	\$4,039	\$4,301	\$4,563	\$4,824	\$5,197
FT-17-05	Planning Technician	\$4,265	\$4,563	\$4,862	\$5,160	\$5,459
FT-17-06	Combination Inspector	\$4,701	\$4,976	\$5,251	\$5,526	\$6,266
FT-17-07	Engineering Tech	\$4,735	\$5,031	\$5,326	\$5,622	\$5,918
FT-17-08	Accounting Manager	\$4,844	\$5,234	\$5,623	\$6,013	\$6,403
FT-17-08	Associate Planner/Code Enforcement	\$4,844	\$5,234	\$5,623	\$6,013	\$6,403
FT-17-09	Building Inspector/Plans Examiner	\$5,404	\$5,863	\$6,322	\$6,781	\$7,376
FT-17-09	Building Official	\$5,404	\$5,863	\$6,322	\$6,781	\$7,376
FT-17-10	City Clerk	\$5,487	\$5,913	\$6,338	\$6,764	\$7,190
FT-17-11	Senior Planner	\$5,704	\$6,052	\$6,400	\$6,747	\$7,095
FT-17-12	Senior Engineer	\$6,499	\$6,857	\$7,216	\$7,575	\$7,933
FT-17-13	Public Works Superintendent	\$7,279	\$7,711	\$8,143	\$8,576	\$9,008
FT-17-14	Public Works Director, PE	\$7,737	\$8,121	\$8,505	\$8,889	\$9,273
FT-17-14	Community Development Director	\$7,737	\$8,121	\$8,505	\$8,889	\$9,273
FT-17-15	Assistant City Administrator	\$8,170	\$8,598	\$9,025	\$9,454	\$9,881
All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.						

EXHIBIT B

2/13/2018

February 2018

Fund Name/Department	Fund Number	Original Budget	Original Line Item	Description of Request	Line Item Added	Line Item Deleted	Amended Budget	Fund Balance Impact
General Fund Expenditures								
General Fund Labor Expense-Building Services	001	\$523,180.63	\$217,919.59	Increase cost for New Position	\$5,034.00		\$528,214.63	\$5,034.00
General Fund Expenditures	001	\$523,180.63	\$217,919.59		\$5,034.00		\$528,214.63	\$5,034.00

This budget amendment results from adding a Building Inspector/Plans Examiner position to the salary schedule FT-17-08 @ step 4. The fund balance impact identified is for the new position funded for the remaining 8 months of 2018, net of the reduction of our Combination Building Inspector FT-17-06 @ step 5 leaving for another job. The reason for the addition of this position is to improve the City succession planning for a known upcoming retirement (Building Official) and an unplanned employee departure (Combo Inspector).

Full year impact of this amendment in the next budget cycle (2019) is \$7,551.00.

2018 Labor Cost Changes 2017 to 2018:Version (C)

		General Fund	GF- Building	Total General Fund	Street Fund	Surface Water	City Total
ADDS	2017 Total FTE Funded	6.65	4.35	11.00	1.16	2.27	14.43
	Total Salary & Benefits 2017 Budget	755,890	452,739	1,208,629	129,931	258,627	1,597,187
	Adjustments to Prior Year Budget (Budget Amendments)	(21,966)	35,441	13,475	(6,181)	(1,591)	5,703
	Total Salary & Benefits December 31, 2017	733,924	488,180	1,222,104	123,750	257,036	1,602,890
	COLA increase of 2.5% CPI-U (Sea/Tacoma/Brem)	13,638	10,282	23,920	2,527	5,366	31,813
	Net Impact All Medical, Dental, Vision, Life, LTD Benefit Changes	16,180	5,722	21,902	5,919	6,959	34,780
	Industrial Insurance decrease	(206)	(335)	(541)	(102)	(228)	(871)
	Washington State Retirement Increase (PERS)	3,825	2,923	6,748	537	1,344	8,629
	Net All Labor Model Position & Step Changes	54,304	4,908	59,212	2,666	8,565	70,443
CUTS	SubTotal Increase	87,741	23,500	111,241	11,547	22,006	144,794
	Fully Funded Budget	821,665	511,680	1,333,345	135,297	279,042	1,747,684
				0			0
	Sub Total Decreases	0	0	0	0	0	0
	Total Salary and Benefits 2018	821,665	511,680	1,333,345	135,297	279,042	1,747,684
	2018 Total FTE Funded	7.15	4.75	11.90	1.22	2.32	15.43
	These totals pull from worksheet B by type of Funding	822,043	518,854	1,340,897	135,297	279,042	1,755,236
	Line 24 Above	-378	-7,174	-7,552	0	0	-7,551
							(629)
	New Building Inspector/Plans Examiner Position						-5,034
	Eight months @ FT-17-09 Step 4						



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: Comp Plan Amendments

Date: February 20, 2018

Title: 2017 Comprehensive Plan and Zoning Map Amendments

Attachments: 1) Draft Ordinance 18-0517
2) Planning Commission Recommendation

Submitted By: Darren Groth, Community Development Director

Approved For Agenda By: Daryl Eiding, Mayor

Prepared For Agenda By: Barb Kincaid, Planning Consultant

Discussion

The Council set the comprehensive plan amendment docket on May 1, 2017, after holding a public hearing, to include the proposed amendment to revise the existing Comprehensive Land Use Designation for a single property identified as Tax Parcel Number 0420236041 containing dual land use designations, “SF-3 and Public” to a single land use designation, “Public”.

The Planning Commission discussed the proposed comprehensive plan amendment during two regularly scheduled meetings, respectively August 21 and October 16, 2017 and held a public hearing on November 20, 2017 to hear public testimony and consider the proposed amendment. Immediately after the public hearing, the Planning Commission passed a motion to the City Council recommending approval of the proposed comprehensive plan amendment.

On November 28, 2017, the Planning Commission recommendation was reviewed by the City Council during a Study Session and a public hearing was scheduled to receive public testimony on February 27, 2018.

Recommendation: Forward the proposal to City Council for a Public Hearing.

Fiscal Impact: N/A

ORDINANCE NO. 18-0517

AN ORDINANCE OF THE CITY OF EDGEWOOD, WASHINGTON RELATING TO LAND USE AND ZONING, AMENDING THE COMPREHENSIVE PLAN MAP AND ZONING MAP IN ACCORDANCE WITH CHAPTER 18.60 OF THE EDGWOOD MUNICIPAL CODE (EMC) AND SECTION 36.70A.130 OF THE GROWTH MANAGEMENT ACT (GMA) UNDER THE REVISED CODE OF WASHINGTON (RCW) TO REVISE THE LAND USE DESIGNATION AND ZONING ON A SINGLE PARCEL LOCATED AT 1224- 48TH STREET E. IN EDGEWOOD, FROM SF-3 AND PUBLIC TO PUBLIC.

WHEREAS, RCW 36.70A.130 of the Growth Management Act generally allows cities and counties to consider comprehensive plan amendments no more frequently than once per year; and

WHEREAS, the City of Edgewood City Council has established a process and criteria for making modifications to the City's Comprehensive Plan in EMC Chapter 18.60, including text and map amendments in accordance with the Growth Management Act and State Law; and

WHREAS, the Community Development Department did receive an application for a Comprehensive Plan amendment from Mountain View Edgewood Water Company (MTVE) located at 1224 48th Street E, Edgewood, WA. , to amend the existing Comprehensive Plan Land Use Designation for a property identified as Tax Parcel Number 0420236041 containing dual land use designations, "SF-3 and Public", to a single land use designation, "Public"; as depicted in Exhibit A attached hereto and incorporated herein; and

WHEREAS, The Edgewood City Council held a public hearing on May 1, 2017 and set the comprehensive plan amendment docket to include the proposed Comprehensive Plan amendment.

WHEREAS, The Planning Commission discussed the proposed comprehensive plan amendment during two regularly scheduled meetings, respectively August 21 and October 16, 2017.

WHEREAS, in accordance with the State Environmental Protection Act (SEPA), the City's responsible SEPA Official did issue a Determination of Non-significance (DNS) for the proposed amendment on November 9, 2017, and this threshold determination was not appealed; and

WHEREAS, this Ordinance was sent to the Washington Department of Commerce, as required by RCW 36.70A.106 on November 21, 2017; and

WHEREAS, the Planning Commission did hold a properly noticed public hearing on November 20, 2017 to consider the proposed amendment and following the public hearing, the Planning Commission did pass a motion recommending approval of the proposed comprehensive plan amendment to the Edgewood City Council; and

WHEREAS, the City Council considered this Ordinance during a regular City Council meeting on November 28, 2017; and

WHEREAS, the proposed amendment to the Edgewood Comprehensive Plan map is consistent with the City's planning goals and objectives; and

WHEREAS, the comprehensive plan is implemented by the zoning map;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Property. The subject property is located at 1224 - 48th Street E., Edgewood, WA, tax parcel No. 0420236041. The Comprehensive Land Use designations for the property are Single Family (SF-3) and Public. The Zoning Classifications for the property are Single Family SF-3 and Public. Request: The request is to amend the Comprehensive Plan Land Use Designation and Zoning Classifications for this property from those identified above, to a single Land Use Designation and Zoning Classification, Public.

Section 2. The City Council has reviewed the Comprehensive Plan amendment under EMC Section 18.60.220 and adopts the Findings and Recommendation from the Planning Commission attached hereto as Exhibit B, as well as the following:

- A. The proposed amendment conforms to the Growth Management Act (GMA), Chapter 36.70A.RCW; the GMA planning goals include the efficient provision of public facilities and services within urban areas and the facilitation of fair, timely and predictable permit processing. The amendment supports these goals in that the parcel is owned by a public water purveyor who will need to expand infrastructure to provide adequate water to support growth in urban area. The dual land use designation on a single parcel is problematic for permit processing.
- B. The proposed amendment is consistent with and implements the goals and policies of the City's comprehensive plan; the single family moderate land use designation is intended to preserve and maintain established residential neighborhoods and allowed uses in this designation include uses single family detached dwelling units and compatible uses. The public designation is intended to permit activities related to the provision of necessary public services, including utility uses. Goal U.ll of the Comprehensive Plan states, "*Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable*". Policy U.ll.j states, "*Work in collaboration with water utility providers to improve the efficiency and quality of services*". The subject parcel is owned by the Mountain View Edgewood Water Company (MTVE). MTVE is already using the portion of the parcel that is designated as "Public" for water infrastructure and it will need to expand infrastructure onto the portion of the parcel that is designated for single family use. Amending the single-family use portion of the parcel to "Public" is consistent with the City's Comprehensive Plan.

- C. The subject parcel in the proposed amendment did not contain dual land use designations until after the City approved a Boundary Line Adjustment which expanded the parcel to include the area designated for single family use.
- D. The June 2015 adoption of the City's updated Comprehensive Plan map did not consider the need for expanding the Public land use designation around MTVE-owned property for the expansion of water utilities to support future growth.
- E. The proposed amendment is consistent with the widely held values of the residents of the city as expressed in the City's adopted Vision Statement to be fiscally sustainable and provide high quality public services. The action to correct the subject parcel dual land use designation allows MTVE to be more fiscally sustainable in the provision of public services because it allows for the utility to expand services more efficiently.
- F. The proposed amendment does not adversely affect the City's adopted level of service standards for transportation or other public facilities and services.
- G. The proposed amendment will not result in probable adverse impacts to the City's transportation network, capital facilities, utilities, parks or environmental features. A SEPA review was conducted which resulted in a Determination of Nonsignificance (DNS) on November 9, 2017.
- H. The proposed amendment to change the single-family residence land use designation portion of the subject parcel is compatible with the existing and planned surrounding land use. The parcel is currently used for the provision of potable water for Edgewood residents and is therefore physically suitable for such use.
- I. The proposed amendment will not create pressure to change the land use designation of other properties because the use of the subject property for a public water purveyor does not provide impetus for neighboring single-family residential properties to convert to a Public use designation.
- J. The proposed amendment does not materially affect the City's land use and population growth projections; the water purveyor is effectively planning to support the City's population growth projections through its own capital facility planning efforts.
- K. The proposed amendment is consistent with applicable county-wide policies because it ensures that the City is considering the need for public facilities needed to support service demands generated by growth.

Section 3. The Edgewood Comprehensive Plan Land Use Map is hereby amended to change the land use designation of the real property identified as Tax Parcel Number 0420236041 containing dual land use designations, "SF-3 and Public", to a single land use designation, "Public" attached hereto as Exhibit A.

Section 4. The Edgewood Official Zoning Map is hereby amended to change the zoning on Tax Parcel Number 0420236041 from “SF-3” and “Public” to “Public”.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance will take effect **and be in full force five (5) days after publication.**

ADOPTED THIS _____ DAY OF FEBRUARY 2018

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

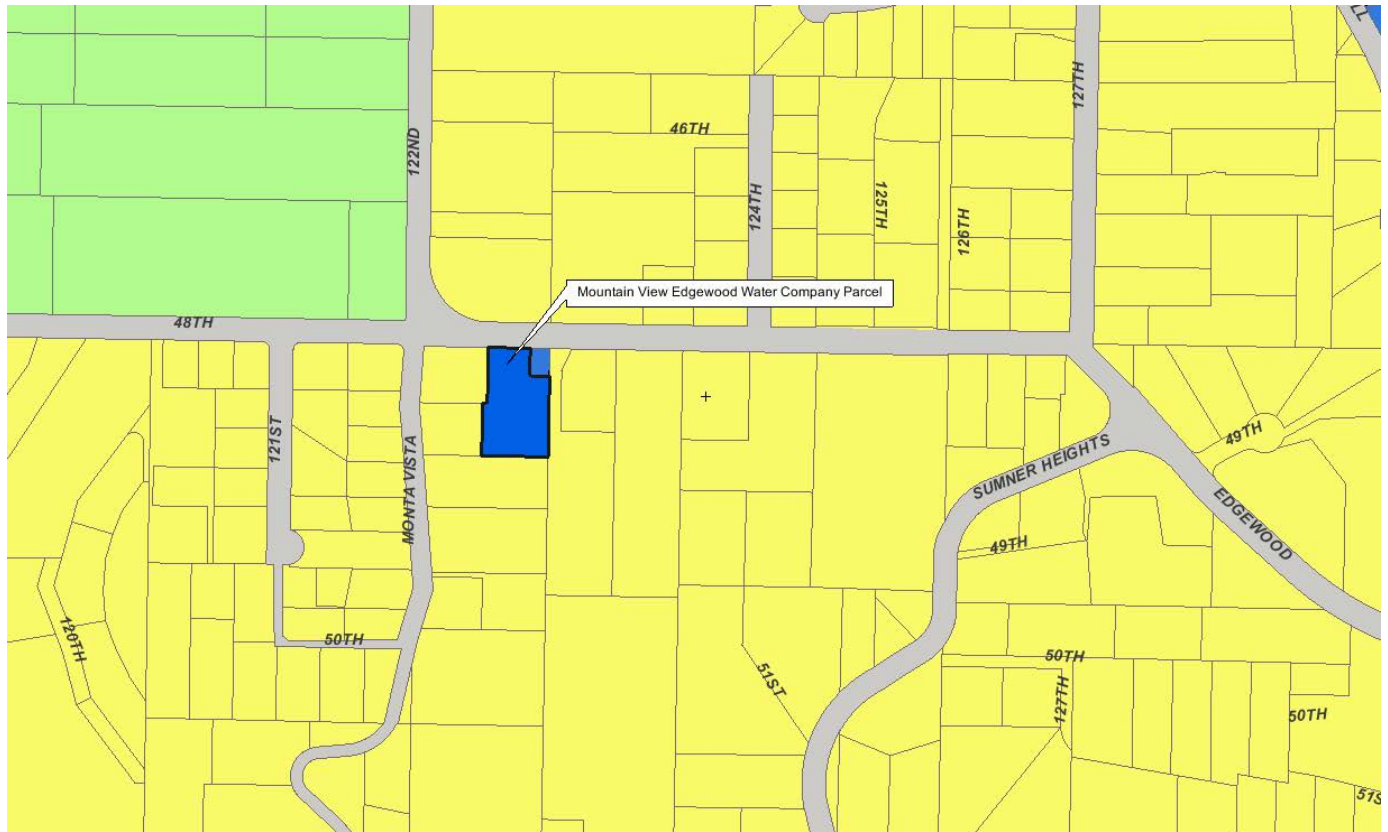
APPROVED AS TO FORM:

Carol A. Morris, City Attorney

Date of Publication:

Effective Date:

Exhibit A
Comprehensive Plan Land Use Map Amendment



LEGEND

- SF-2 Single Family - Low
- SF-3 Single Family - Moderate
- Public

Exhibit B
Findings and Recommendation

EDGEWOOD PLANNING COMMISSION RECOMMENDATION:

RECOMMENDATION OF THE CITY OF EDGEWOOD PLANNING COMMISSION TO THE CITY OF EDGEWOOD CITY COUNCIL TO APPROVE THE 2016 COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF THE MOUNTAIN VIEW EDGEWOOD WATER COMPANY PROPERTY (PARCEL NUMBER 0420236041) FROM SINGLE FAMILY MODERATE TO PUBLIC (CITY OF EDGEWOOD FILE #5214); PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of RCW Chapter 36.70A, the Edgewood City Council has adopted a Comprehensive Plan; and

WHEREAS, pursuant to the provisions of RCW Section 36.70A.130, the City may consider proposed amendments or revisions to the Comprehensive Plan no more frequently than once per year; and

WHEREAS, pursuant to the provisions of EMC Chapter 2.30 the Planning Commission has the duty of providing recommendations to the City Council for development and review of the Comprehensive Plan in compliance with RCW Chapter 36.70A; and

WHEREAS, between January 1, 2016 and December 31, 2016, the City received two applications for comprehensive plan amendments, one of which was withdrawn; and

WHEREAS, one of the applications for a comprehensive plan amendment was from the Mountain View Edgewood Water Company (hereafter referred to as "MTVE") to amend the Comprehensive Plan to change the land use designation of a portion of parcel number 0420236041 from Single Family Moderate to Public per EMC Section 18.60.010(C)(2); and

WHEREAS, on May 1, 2017 the Planning Commission held an open public hearing to solicit public comments on the MTVE Comprehensive Plan Amendment; and

WHEREAS, on May 1, 2017 the Planning Commission recommended a Phase 2 review for the MTVE Comprehensive Plan Amendment proposal; and

WHEREAS, on June 27, 2017 the Edgewood City Council through Resolution Number 17-0377 authorized the Planning Commission to begin Phase II analysis of the proposed Comprehensive Plan Amendment to the Future Land Use Map, following the Commissions proposed timeline for completion and providing a recommendation on the proposed changes to the City Council; and

WHEREAS, City Staff and the City's consulting planner presented information on the proposed MTVE Comprehensive Plan Amendment at the August 21 and October 16, 2017 Planning Commission meetings; and

WHEREAS, the Planning Commission held a public hearing to review and gather additional public comment on November 20, 2017, in advance of providing a recommendation to the proposed land use map change to the City Council; and

NOW, THEREFORE SHALL IT BE ADVISED by the Planning Commission that it hereby makes the following recommendation:

The Planning Commission hereby recommends that the Edgewood City Council amend the Edgewood Comprehensive Plan to designate parcel number 0420236041 as Public on the City's official Future Land Use Map in order to eliminate the current split designation of Single Family Moderate and Public. The City's Official Zoning Map shall also be amended to designate the entire parcel under the Public (P) zoning district.

THIS RECOMMENDATION WAS APPROVED BY THE CITY OF EDGEWOOD PLANNING COMMISSION ON THE 20th DAY OF NOVEMBER 2017.



Mike Stanzel, Planning Commission Chair

Attest by:



Darren Groth, Community Development Director