

RECESS TO STUDY SESSION – (At this time, Council will have the opportunity to study and discuss business issues with staff prior to its consideration. Citizen comment is not taken at this time; however, citizens will have the opportunity to comment on the following item(s) at future Council meetings.)

- 7:40 pm **13. PROPERTY TAX ORDINANCE**
- 8:00 pm **14. COMPREHENSIVE PLAN UPDATES**
- 8:30 pm **15. REGIONAL GROWTH CENTER SUBAREA PLAN AD-HOC ADVISORY
COMMITTEE**
- 9:00 pm **16. ADJOURNMENT**

*PRELIMINARY CITY COUNCIL AGENDA

November 2, 2015
Regular Council Meeting

November 16, 2015
Regular Council Meeting

December 7, 2015
Regular Council Meeting

December 21, 2015
Regular Council Meeting - CANCELLED

Preliminary City Council Agenda subject to change without notice*
Complete Agendas will be available 24 hours prior to scheduled meeting.
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**American Disability Act (ADA) Accommodations Provided Upon Advance Request
Call the City Clerk at 253-566-5656**

APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, October 5, 2015
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER

Mayor McCluskey called the Regular Meeting to order at 6:30 p.m.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Roll call was taken by the City Clerk as follows:

Councilmember Belleci	Present
Councilmember Grassi	Present
Councilmember Keel	Excused
Councilmember Nye	Present
Councilmember Worthington	Present
Mayor Pro Tem Figueroa	Present
Mayor McCluskey	Present

Staff Present: City Manager Sugg, City Attorney Victor, Planning and Development Services Director Swindale, Principal Planner Boers, IT/Communications Manager Seesz, Police Chief Blair, Executive Director/ACM Craig, Engineering and Capital Projects Director Ecklund, and City Clerk Genetia.

MOTION: By Councilmember Belleci, seconded by Councilmember Grassi, to excuse the absence of Councilmember Keel.

The motion carried.

Councilmember Nye led the Pledge of Allegiance.

3. APPROVAL OF MINUTES

MOTION: By Councilmember Belleci, seconded by Councilmember Grassi, to approve the minutes of September 21, 2015 as submitted.

The motion carried.

4. APPROVAL OF AGENDA

MOTION: By Councilmember Belleci, seconded by Mayor Pro Tem Figueroa, to approve the agenda.

The motion carried.

5. PUBLIC COMMENTS – The following individual(s) provided comment: *Dan Novogrodsky, 9415 Columbine Circle West.*

6. COUNCIL COMMENTS/REPORTS

Councilmember Worthington reported that he participated and attended the International City Manager Association's annual conference in held Seattle.

Mayor Pro Tem Figueroa reported that he attended the World Trade Council's reception for the Consulate Association of Washington and shared comments he received about University Place's unique and marketable community.

7. CITY MANAGER'S REPORT

City Manager Sugg reported on the Latitude Phase II garage structure construction. The garage structure is expected to be completed in December 2015, after which a five-story building will be constructed on top of the structure and connected to the Latitude Phase I Building. He also reported that on October 22, a delegate of Hawaiian planners, engineers and elected officials will be touring the City to learn about its extensive sidewalk and bicycle lane network as well as transformation taking place in downtown.

8. CONSENT AGENDA

MOTION: By Councilmember Grassi, seconded by Councilmember Belleci, to approve the amended Consent Agenda as follows:

- A. Receive and File: Payroll for the period ending 09/15/15, signed and dated 09/29/15, in the total amount of Two Hundred Six Thousand Two Hundred Thirty-Four and 75/100 Dollars (\$206,234.75); Claims dated 09/30/15, signed 09/29/15, check nos. 51976980 through 51977057, and wires #92215 and #16398997, in the total amount of Five Hundred Eighty-Seven Thousand Four Hundred Seventy-Five and 03/100 Dollars (\$587,475.03).
- B. Adopt a resolution directing the Planning Commission to study and recommend amendments to the Comprehensive Plan and Zoning Code to modify the Use Designations used in the Comprehensive Plan to be categories of uses within which several specific zoning districts could be located. **(PULLED FOR SEPARATE CONSIDERATION.)**

The motion carried.

Councilmember Worthington requested that Item 8B be pulled for separate consideration.

MOTION: By Councilmember Worthington, seconded by Mayor Pro Tem Figueroa, to change the language in the resolution, item number 4, to read: "Recommend criteria which must be met for approval of any rezone to ensure the intent of the comprehensive plan is met and to avoid unintended consequences."

The motion carried.

MOTION: By Councilmember Worthington, seconded by Mayor Pro Tem Figueroa, to adopt a resolution, as amended, directing the Planning Commission to study and recommend amendments to the Comprehensive Plan and Zoning Code to modify the Use Designations used in the Comprehensive Plan to be categories of uses within which several specific zoning districts could be located.

The motion carried. (RESOLUTION NO. 791)

COUNCIL CONSIDERATION

9. PUBLIC HEARING: COMPREHENSIVE PLAN UPDATES

Staff Report – Planning and Development Services Director Swindale presented Planning Commission's recommendation to approve the extensive text amendments and limited map amendments to the City's Comprehensive Plan. The City is mandated to amend its Comprehensive Plan and development regulations in accordance with periodic update requirements in RCW 36.70A.130. The proposed amendments are intended to ensure consistency with the Growth Management Act, Puget Sound Regional Council's VISION 2040, and Pierce County Countywide Planning Policies, as amended. It is also intended to ensure the Plan will more carefully manage change in the community in a manner consistent with community aspirations over the next 20-year planning period.

He indicated that the City is currently determining how to address Puget Sound Regional Council's (PSRC) concerns regarding the City's housing and population projections, which may require adjustments to the City's proposal.

In light of the above circumstances, the second public hearing scheduled for October 19 will be held at a later date to provide staff additional time to address issues with PRSC and report back to Council.

Public Comment – None.

10. NEWSPAPER CONTRACT

Staff Report – IT/Communications Manager Seesz presented a resolution that authorizes the approval of a contract with the Pierce County Community Newspaper Group, LLC. The Pierce County Community Newspaper Group, LLC will be responsible for producing, publishing, and distributing the City news and information within the new University Place Press newspaper. She highlighted the contract's scope of work, compensation, production schedule and distribution.

Public Comment – None.

Council Consideration - **MOTION:** By Councilmember Belleci, seconded by Mayor Pro Tem Figueroa, to adopt a resolution approving a contract with the Pierce County Community Newspaper Group, LLC, for production, publication and distribution of City news and information within the new University Place Press newspaper to be published and distributed every two weeks within the City.

The motion carried. (RESOLUTION NO. 792)

11. MAYOR'S REPORT

Mayor McCluskey reported that she and Executive Director Craig attended a Chinese delegation meeting where EB-5 visas that bring Chinese investments into the U.S. was discussed. She also reported on her attendance at the Pierce County Cities and Towns meeting where they discussed the new legislative agenda with the new Association of Washington Cities (AWC) President and CEO. Additionally, she recognized that October is Domestic Violence Awareness and Breast Cancer Awareness month. Finally, she requested a moment of silence for the Umpqua Community College students, their families and the surrounding community in Roseburg, Oregon.

The regular business meeting was adjourned at 7:35 p.m. The City Council reconvened and recessed to study session at 7:44 p.m., after taking a five-minute break.

STUDY SESSION

12. DEVELOPMENT REGULATIONS UPDATE

Principal Planner Boers reported that the City of University Place is required under the Growth Management Act (GMA) to update its development regulations to ensure consistency with its Comprehensive Plan, which is also being updated to ensure consistency with regional policy directives and amendments to state law that have been enacted since the last periodic update. The proposed housekeeping amendments to the City's development regulations have been submitted to the Department of Commerce for the mandatory 60-day state agency review. The City also complied with State Environmental Policy Act (SEPA) requirements and forwarded documentation to the Department of Ecology for review. No comments were received either agency. He stated that the Planning Commission voted to recommend approval of the proposed housekeeping amendments provided in the Council packet.

Discussion followed with regards to the distinctions between the Town Center, Town Center Project, Town Center Overlay and the new Community Commercial zones; the design standard requirements for those zones; the Narrows Plaza rezone and the zone capacity requirement to meet the 2035 PSRC target and timeline; and the City's provisional status for Regional Growth Center designation.

13. REGIONAL GROWTH CENTER SUBAREA PLAN AD-HOC ADVISORY COMMITTEE

Planning and Development Services Swindale recommended the formation of a Subarea Plan Ad-Hoc Committee in response to the Puget Sound Regional Council's requirement for the City to develop and adopt a subarea plan in order to obtain a non-provisional designation as a Regional Growth Center within two years of the provisional designation. Staff recommends an ad-hoc committee made up of two members of the Planning Commission, two members of the Economic Development Commission, one member of the Parks and Recreation Commission, one member of the Public Safety Commission, and three members at large to advise the Planning Commission and City Council on the subarea goals, policies and regulations within our Regional Growth Center. Director Swindale reviewed the proposed scope of work and the PSRC's Regional Subarea Planning Guide.

14. RESOLUTION IN OPPOSITION TO CITY OF TACOMA PROPOSITION NO. 3

City Attorney Victor presented a resolution, should Council choose to adopt it, which expresses opposition to the City of Tacoma's Proposition No. 3. He stated that Proposition No. 3 is part of three measures by the City of Tacoma to raise sales tax, property tax and utility tax for the purposes of repairing Tacoma streets. If this Proposition is passed by Tacoma voters, it is anticipated that the Tacoma City Council may pass the 1.5% utility tax increase on to all utility rate payers, including University Place residents.

The resolution is written to express Council's opposition to any action by the Tacoma City Council that results in University Place residents paying an increased Tacoma utility tax on electrical power to repair Tacoma streets, without the opportunity to vote on the measure.

At 9:30 p.m., a motion was made and was carried to extend the meeting to 9:45 p.m.

15. ADJOURNMENT

The meeting adjourned at 9:38 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Special Meeting of the City Council
Monday, October 12, 2015
City Hall, Windmill Village**

CALL SPECIAL MEETING TO ORDER

Mayor McCluskey called the Special Meeting to order at 6:31 p.m.

Attendance was noted by the City Clerk as follows: Councilmember Belleci, Councilmember Grassi, Councilmember Keel, Councilmember Nye, Mayor Pro Tem Figueroa, and Mayor McCluskey.

Staff Present: City Manager Sugg, City Attorney Victor, Planning and Development Services Director Swindale, Principal Planner Boers, and City Clerk Genetia.

MOTION: By Councilmember Belleci, seconded by Councilmember Grassi, to excuse the absence of Councilmember Worthington.

The motion carried.

STUDY SESSION

2015 COMPREHENSIVE PLAN UPDATE AND THE UNIVERSITY PLACE REGIONAL GROWTH CENTER

Planning and Development Services Director Swindale presented information on what the City is required to do under the Growth Management Act (GMA), and how the County-wide Planning Policies and the Puget Sound Regional Council (PSRC) VISION 2040 documents connect with the City's Comprehensive Plan. Counties and cities are mandated to review and, if needed, revise their comprehensive plans and development regulations to ensure the plan and development regulations are consistent with the state goals, the Countywide Planning Policies and PSRC's VISION 2040. Failure to comply with these requirements could result in the loss of the portion of revenues to which the city is entitled to, loss of the city's authority to collect the real estate excise tax and loss of the city's designation as Regional Growth Center. Certification of local plans and policies is a requirement for jurisdictions and agencies that intend to apply for PSRC funding or proceed with any project submitted to the Regional Transportation Improvement Program.

Director Swindale, advised Council that after review of the City's Comprehensive Plan, the Puget Sound Regional Council determined that the City's population and employment targets are not sufficient because the County extended its growth target year from 2030 to 2035. He presented new figures that extends the City's population and employment growth targets to 2035 for Council to consider. In addition, Director Swindale provided the timeline, planning and designation requirements of the City's application for Regional Growth Center candidacy.

ADJOURNMENT

The meeting adjourned at 8:04 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, the sport of lacrosse is one of the oldest team sports in North America and has been played by youth, high school students, college students and adults in the State of Washington for four decades; and

WHEREAS, lacrosse is the fastest growing sport in the United States and in the State of Washington; and

WHEREAS, the University Place Lacrosse Club works to develop and inspire athletes to compete at their highest ability and prepare them for the next level while providing a positive team environment that promotes and preserves the integrity of lacrosse; and

WHEREAS, in May, the University Place Lacrosse Club's 5/6 Blue Boys' Youth Lacrosse Team, coached by Mr. Jesse Gilbert, won the championship in the Silver Bracket of the South Sound Lacrosse Tournament; and

WHEREAS, the City of University Place wishes to recognize these players for their hard work, talent and dedication leading to their success.

- | | |
|-----------------|--------------------|
| Evan Baerg | Adrian Gilbert |
| Riley Baerg | Darryn Gruener |
| Tommy Bauer | Joseph Habersetzer |
| Steven Bryant | Ryan Hess |
| Jordan Burford | Mason Keller |
| Isaac Carpenter | Justin Marlatt |
| Caleb Clark | Gabe McGhee |
| Johnny Cole | Patrick Nye |
| Jj Cooper | Marcus Olsen |
| Nathan Fontana | Brendan Oury |
| Conner Frans | Max Sinykin |

NOW, THEREFORE, the City Council of the City of University Place extends its sincere congratulations and applause to the University Place Lacrosse Club's 5/6 Blue Boys' Youth Lacrosse Team for this honor and achievement.

PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emy Genetia, City Clerk

CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, the sport of lacrosse is one of the oldest team sports in North America and is played by youth, high school students, college students and adults in the State of Washington for four decades; and

WHEREAS, lacrosse is the fastest growing sport in the United States and in the State of Washington; and

WHEREAS, the University Place Lacrosse Club works to develop and inspire athletes to compete at their highest ability and prepare them for the next level while providing a positive team environment that promotes and preserves the integrity of lacrosse; and

WHEREAS, in May, the University Place Lacrosse Club's 7/8 Blue Boys' Youth Lacrosse Team, coached by Mr. Kim McConnell, won the championship in the Gold Bracket of the South Sound Lacrosse Tournament; and

WHEREAS, the City of University Place wishes to recognize these players for their hard work, talent and dedication leading to their success.

Jonah Abrejera
Noah Baduria
Parker Cowan
Spencer Durbin
Francisco Flores
Dane Hamilton
Jacob Hassing
Anthony Helton
Kyle Hess
Nichols Janicki

Ethan Janson
Jake Long
Kahlen McConnell
Patrick Murdach
Johnny Rojas
Tyler Scranton
Ezra Skoog
Charlie Stemp
Javontae Walpool

NOW, THEREFORE, the City Council of the City of University Place extends its sincere congratulations and applause to the University Place Lacrosse Club's 7/8 Blue Boys' Youth Team for this honor and achievement.

PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emy Genetia, City Clerk

CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, the sport of lacrosse is one of the oldest team sports in North America and has been played by youth, high school students, college students and adults in the State of Washington for four decades; and

WHEREAS, lacrosse is the fastest growing sport in the United States and in the State of Washington; and

WHEREAS, the University Place Lacrosse Club works to develop and inspire athletes to compete at their highest ability and prepare them for the next level while providing a positive team environment that promotes and preserves the integrity of lacrosse; and

WHEREAS, each year the UP Lacrosse Club honors certain players with the Billy Nigh Passion of the Game Award in tribute to a well-known, inspirational, and highly regarded lacrosse player who played and participated in the Tacoma Youth Lacrosse program and Curtis High School lacrosse; and

WHEREAS, the City of University Place wishes to recognize the recipients of the Billy Nigh Passion of the Game Award for their hard work and perseverance that led to this recognition.

Andrew Janicki
Matthew Janicki
Noah Baduria
Patrick Nye
Canaan Eilmann

NOW, THEREFORE, the City Council of the City of University Place extends its sincere congratulations and applause to Billy Nigh Passion of the Game Award recipients for this honor and achievement.

PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emy Genetia, City Clerk

CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, the sport of lacrosse is one of the oldest team sports in North America and has been played by youth, high school students, college students and adults in the State of Washington for four decades; and

WHEREAS, lacrosse is the fastest growing sport in the United States and in the State of Washington; and

WHEREAS, the University Place Lacrosse Club works to develop and inspire athletes to compete at their highest ability and prepare them for the next level while providing a positive team environment that promotes and preserves the integrity of lacrosse; and

WHEREAS, each year the UP Lacrosse Club honors certain players with the Emily Miller Award in tribute to its first female coach who started the girls program as a college student. Through her personal and professional efforts and her deep and genuine love for the game, earned the admiration and high regard of all her players; and

WHEREAS, the City of University Place wishes to recognize the recipients of the Emily Miller Award for their hard work and perseverance that led to this recognition.

Rebekah Pubols
Madison Perry
Kate Burney

NOW, THEREFORE, the City Council of the City of University Place extends its sincere congratulations and applause to Emily Miller Award recipients for this honor and achievement.

PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emy Genetia, City Clerk

APPROVAL OF CONSENT AGENDA

Control No.: 5	Agenda of: 10/19/15	PREPAY
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Claim of: Payroll for Pay Period Ending 09/30/15

Check #	Date	Amount	Check #	Date	Amount
318514	10/05/15	147.76			
				10/05/15	104,269.85 DIRECT DEPOSIT
			EMPLOYEE NET		104,417.61
318515	10/05/15	17,426.30			- 106006, VANTAGEPOINT TRANSF
318516	10/05/15	2,978.64			- 106006 LOAN, VANTAGEPOINT
318517	10/05/15	5,583.41			- 304197, VANTAGEPOINT TRANSF
318518	10/05/15	25.00			- 705544, VANTAGEPOINT TRANSF
318519	10/05/15	3,816.94			- 800263, VANTAGEPOINT TRANSF
318520	10/05/15	456.23			- 304197 LOAN, VANTAGEPOINT TR
318521	10/05/15	1,885.00			HOWE TRUSTEE, DAVID M.
318522	10/05/15	228.75			IUOE LOCAL 612
318523	10/05/15	3,692.72			IUOE LOCALS 302/612 TRUST FUND
318524	10/05/15	250.00			NATIONWIDE RETIREMENT SOLUTION
318525	10/05/15	1,028.76			PACIFIC SOURCE ADMINISTRATORS
318526	10/05/15	6.25			PACIFIC SOURCE ADMINISTRATORS
318527	10/05/15	1,944.32			UNUM LIFE INSURANCE COMPANY
318528	10/05/15	680.51			UNUM LIFE INSURANCE COMPANY
WIRE	10/05/15	59,716.68			AWC EMPLOYEE BENEFIT TRUST
WIRE	10/05/15	20,112.17			BANK OF AMERICA
WIRE	10/05/15	25,708.18			WA STATE DEPT OF RETIREMENT SY
WIRE	10/05/15	79.90			AFLAC INSURANCE
WIRE	10/05/15	890.30			WA ST DEPT OF RETIREMENT SYS
			BENEFIT/DEDUCTION AMOUNT		146,510.06
			TOTAL AMOUNT		250,927.67

Preparer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the above-named governmental unit, and that I am authorized to authenticate and certify to said claim.

Signed: _____ (Signature on file.) Date (10/14/15) _____
Steve Sugg, City Manager

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 10/15/15

Check Range: 51977058-51977132 and Wire Transfers: _____

Claims Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of University Place, and that I am authorized to authenticate and certify to said claim.

I also certify that the following list of checks were issued to replace previously issued checks that have not been presented to the bank for payment. The original check was voided and a replacement check issued.

Vendor Name

Replacement Check #

Original Check #

Auditing Officer: _____ (Signature on file.)

Date: 10/14/15

Bank : bofa BANK OF AMERICA

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51977058	9/29/2015	022546	ROBINSON, JENNIFER	OCT15/WFOA	9/29/2015	PERDIEM & LODGING/WFOA/ELL	120.90	120.90
		Voucher: 39520						
51977059	10/2/2015	002198	FIRST AMERICAN TITLE INSUR. C4266-1776298		10/2/2015	ROW EASEMENT/FAILOR/PARCE	26,798.07	26,798.07
		Voucher: 39490						
51977060	10/15/2015	025179	ACCESS INFORMATION MANAGE1151189		9/30/2015	SEP15/OFFSITE RECORDS STOF	636.43	
		Voucher: 39463	1122672		8/31/2015	AUG15/OFFSITE RECORDS STOI	194.16	830.59
51977061	10/15/2015	002661	AIR SYSTEMS ENGINEERING INC000204040		9/2/2015	REPAIR OF HVAC - REPLACED B	1,001.19	1,001.19
		Voucher: 39464						
51977062	10/15/2015	002286	AVCULAR, NURI	OCT15/APWACOM	9/25/2015	PER DIEM/APWA FALL CONF/YA	80.00	80.00
		Voucher: 39465						
51977063	10/15/2015	002333	BANK OF AMERICA	548001400009914	9/22/2015	MASTERCARD/9-22-15	9,570.16	9,570.16
		Voucher: 39466						
51977064	10/15/2015	002167	BASELINE ENGINEERING INC	14908	9/21/2015	TOPO/REGENTS&MIILDRED	2,000.00	2,000.00
		Voucher: 39467						
51977065	10/15/2015	021643	BLAISDELL, LESLIE	MILEAGE	10/5/2015	REIMB/MILEAGE&EXPENSES/WF	103.28	103.28
		Voucher: 39468						
51977066	10/15/2015	025891	BRIENEN STRUCTURAL ENGINEE1		6/21/2015	DESIGN STRUCTURAL SUPPOR	2,000.00	2,000.00
		Voucher: 39469						
51977067	10/15/2015	002275	BUNCE DBA AMERICAN PARTY P142846-3		8/7/2015	BRUSH CHIPPER RENTAL	333.65	333.65
		Voucher: 39470						
51977068	10/15/2015	001187	BUNCE RENTAL, INC.	142846-3	8/7/2015	RENTAL/BRUSH CHIPPER	333.65	333.65
		Voucher: 39471						
51977069	10/15/2015	025573	CANON FINANCIAL SERVICES	15304996	9/12/2015	SEP 15/COPIER LEASE/IRC5255	311.67	311.67
		Voucher: 39472						
51977070	10/15/2015	025428	CAPITAL ONE COMMERCIAL/COS7003-7301-0003-1		10/6/2015	7003-7301-0003-1024/COSTCO	235.64	235.64
		Voucher: 39473						
51977071	10/15/2015	001152	CENTURYLINK	206-Z20-0051	9/20/2015	PHONES/CITY WIDE	2,422.12	2,422.12
		Voucher: 39474						
51977072	10/15/2015	001152	CENTURYLINK	1352948687	9/23/2015	PHONES/LONG DISTANCE & INT	1,537.68	1,537.68
		Voucher: 39475						
51977073	10/15/2015	025873	CERIUM NETWORKS, INC.	CEXI1799	9/22/2015	TELEPHONE SYSTEM/EQUIPMEI	35,070.75	
		Voucher: 39476	CEXI1800		10/9/2015	TELEPHONE SYSTEM/INSTALLA	16,844.42	51,915.17
51977074	10/15/2015	022598	CHALLENGER SPORTS CORP.	0006827-IN	8/27/2015	Challenger Soccer camp registratic	886.00	886.00
		Voucher: 39477						

Bank : bofa BANK OF AMERICA (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
51977075	10/15/2015	001108 Voucher: 39478	CITY OF UNIVERSITY PLACE	100115	10/1/2015	3RDQTR15/PETTY CASH FUND F	199.67	199.67

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51977076	10/15/2015	001024 CITY TREASURER	100312900	10/2/2015	POWER/3715 BRIDGEPORT WAY	31.26	
	Voucher:	39479	100445063	10/2/2015	POWER/3715 BRIDGEPORT WAY	28.79	
			100737837	9/30/2015	POWER/5702 BRIDGEPORT WAY	23.62	
			100079046	10/2/2015	POWER/3715 BRIDGEPORT WAY	21.70	
			100302273	10/2/2015	POWER/3715 BRIDGEPORT WAY	19.23	
			100439837	10/2/2015	POWER/3501 72ND AVE CT W	17.32	
			100802489	10/2/2015	POWER/3904 BRIDGEPORT WA \	11.90	
			100086155	10/2/2015	POWER/7801 40TH ST W	3.72	
			100086165	10/2/2015	POWER/7813 44TH ST W	3.72	
			100068203	9/29/2015	POWER/3715 BRIDGEPORT WAY	1,690.31	
			100137272	10/1/2015	WATER & POWER/1901 SEAVIEW	1,663.12	
			100110228	10/2/2015	POWER/3715 BRIDGEPORT WAY	874.65	
			100565439	9/23/2015	WATER/3761 BRIDGEPORT WAY	458.21	
			100890034	9/30/2015	WATER/7299 57TH ST CT W	405.06	
			100612293	9/30/2015	POWER/5103 BRIDGEPORT WAY	385.29	
			100122800	10/2/2015	POWER/4398 BRIDGEPORT WAY	346.12	
			100052902	10/2/2015	WATER & POWER/3715 BP WAY \	327.40	
			100087691	10/2/2015	POWER/3697 BRIDGEPORT WAY	201.74	
			100577102	10/2/2015	POWER/7450 MARKET SQUARE	198.22	
			100142834	10/2/2015	WATER/3715 BRIDGEPORT WAY	172.16	
			100751205	10/2/2015	WATER/3555 MARKET PLACE WE	172.16	
			100617905	10/2/2015	POWER/3525 BRIDGEPORT WAY	167.58	
			100897062	10/2/2015	WATER/3600 DREXLER DR W	130.20	
			100312961	10/2/2015	POWER/3715 BRIDGEPORT WAY	112.36	
			100892486	9/30/2015	POWER/6400 BRIDGEPORT WAY	99.07	
			100125070	9/30/2015	POWER/5370 BRIDGEPORT WAY	78.73	
			100138171	10/2/2015	POWER/3998 BRIDGEPORT WAY	66.63	
			100495884	10/2/2015	POWER/3625 DREXLER DR W#S	63.47	
			100851341	9/30/2015	POWER/6420 CHAMBERS CREEK	57.66	
			100105615	10/2/2015	POWER/3503 BRIDGEPORT WA \	54.86	
			100714386	10/2/2015	POWER/3609 MARKET PLACE W	54.08	
			100668523	9/8/2015	WATER/8400 20TH ST W	49.84	
			100165190	9/23/2015	POWER/3761 BRIDGEPORT WAY	38.73	
			100156353	10/2/2015	POWER/4720 BRIDGEPORT WAY	36.69	
			100895151	10/2/2015	POWER/7901 CIRQUE DR W	35.60	8,101.20

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51977077	10/15/2015	001140 CITY TREASURER	50004431	9/21/2015	DESIGN ENGINEERING/56TH-CIF	1,811.04	1,811.04
		Voucher: 39480					
51977078	10/15/2015	002171 CITY TREASURER	90648261	9/15/2015	YEARLY REPAIRS ON CITY VEHI	305.70	305.70
		Voucher: 39481					
51977079	10/15/2015	002600 COMPUCOM SYSTEMS INC	62939985	9/15/2015	ADOBE ACROBAT STANDARD	207.82	207.82
		Voucher: 39482					
51977080	10/15/2015	024347 COPIERS NORTHWEST, INC.	INV1265743	9/23/2015	SEPT22-OCT21/LEASE PAYMENT	105.46	
		Voucher: 39483	INV1267883	9/29/2015	BASE RATE & OVERAGE CHARG	76.93	
			INV1262186	9/15/2015	AUG14-SEPT13/OVERAGE CHAR	74.20	
			INV1261733	9/14/2015	SEPT11-OCT10/LEASE PAYMENT	32.31	
			INV1261734	9/14/2015	AUG11-SEPT10/LEASE PAYMENT	22.24	
			INV1258637	9/8/2015	AUG 4-SEPT 3/OVERAGE CHARG	377.27	688.41
51977081	10/15/2015	002878 DELL MARKETING L.P.	XJRXW4T12	10/8/2015	LOGITECH WIRELESS MOUSE C	155.21	
		Voucher: 39484	XJRXXNM71	9/28/2015	DELL ADAPTER DISPLAY PORT T	37.72	192.93
51977082	10/15/2015	021938 DLT SOLUTIONS	SI301097	9/22/2015	AUTODESK AUTOCAD	3,848.49	3,848.49
		Voucher: 39485					
51977083	10/15/2015	001737 DON SMALL & SONS OIL DIST	CC82878	9/24/2015	BULK FUEL/PW SHOP	1,546.34	1,546.34
		Voucher: 39486					
51977084	10/15/2015	002790 ECKLUND, JOHN	OCT 15 APWA CO	9/25/2015	PER DIEM/APWA CONF/YAKIMA	80.00	80.00
		Voucher: 39487					
51977085	10/15/2015	025890 ELLISTON, ANNE	REFUND	10/9/2015	REFUND/#9369/TAI CHI/FALL	76.00	76.00
		Voucher: 39488					
51977086	10/15/2015	025660 FERGUSON WATERWORKS	0480891	9/16/2015	CONCRETE CATCH BASIN	150.02	
		Voucher: 39489	SC29708	9/30/2015	SEPT SERVICE CHARGE	22.66	172.68
51977087	10/15/2015	025885 FLOOR F/X INCORPORATED	2586	9/23/2015	ELEVATOR BASE/INSTALL	492.30	492.30
		Voucher: 39491					
51977088	10/15/2015	025895 FLYNN, CHASE	REFUND	9/16/2015	REFUND/BUSINESS LICENSE	50.00	50.00
		Voucher: 39492					
51977089	10/15/2015	025887 FOREVERGREEN TRAILS	SPONSORSHIP	9/3/2015	SPONSORSHIP OF PUBLIC EDUC	750.00	750.00
		Voucher: 39493					
51977090	10/15/2015	003063 FURNEYS NURSERY	I-79664	9/18/2015	FALL COLOR PLANTS/STREETS	796.43	
		Voucher: 39494	I-79666	9/18/2015	FALL COLOR PLANTS/PARKS	477.73	
			I-79665	9/18/2015	FALL COLOR PLANTS/CIVIC BLE	53.61	1,327.77
51977091	10/15/2015	022268 GEMPLER'S	SI01935181	9/18/2015	MISC SUPPLIES/PARKS MAINT	255.70	
		Voucher: 39495	SI01935284	9/16/2015	MISC SUPPLIES/PARKS MAINT	59.00	314.70

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51977092	10/15/2015	001212	GRAY & OSBORNE INC	14464.03-0000013	9/14/2015	ENGINEERING SVCS/OLYMPIA D	2,554.36	
	Voucher:	39496		14464.04-0000016	9/14/2015	ENGINEERING SVS/33RD & TAHK	1,594.35	4,148.71
51977093	10/15/2015	001406	GUARDIAN SECURITY GROUP IN	69560	9/22/2015	SPECIALTY KEY/SPLIT RINGS/ST	35.17	35.17
	Voucher:	39497						
51977094	10/15/2015	003072	HOLLOWAY, MARIAN	REIMB	9/29/2015	REFRESHMENTS/STAFF MEETIN	42.00	42.00
	Voucher:	39498						
51977095	10/15/2015	001222	HOME DEPOT CREDIT SERVICES	6035-3225-0105-0	9/28/2015	MISC REPAIR & MAINTENANCE €	56.89	56.89
	Voucher:	39499						
51977096	10/15/2015	001971	INK INC	31675	7/30/2015	UNIFORMS/TRACK TEAM/REC D	166.29	166.29
	Voucher:	39500						
51977097	10/15/2015	001374	INTERWEST METALS, INC.	92432	9/22/2015	ALUMINUM CHANNEL CUT	243.50	243.50
	Voucher:	39501						
51977098	10/15/2015	021616	KELLEY IMAGING SYSTEMS	17624057	9/28/2015	LEASE/SHARP MX-5111N COPIER	436.73	436.73
	Voucher:	39502						
51977099	10/15/2015	025227	KING, TERESA	REFUND	9/29/2015	REFUND/#9220 - SALMON DAYS	20.00	20.00
	Voucher:	39503						
51977100	10/15/2015	001072	KLOSOWSKI, DEBBIE	REIMB	9/16/2015	REIMB/2 TABLES/3 AWNINGS/CO	449.99	449.99
	Voucher:	39504						
51977101	10/15/2015	025769	KRAMER, JEANNE	009	10/13/2015	FALL 1/PIANO & VOICE LESSONS	975.00	975.00
	Voucher:	39505						
51977102	10/15/2015	001987	LAKEWOOD IRON WORKS	092315	9/23/2015	FABRICATION OF HINGES/HANG	601.70	
	Voucher:	39506		091615	9/23/2015	FABRICATION OF HINGES/HANG	601.70	
				092515	9/25/2015	FABRICATION OF HINGES/HANG	601.70	1,805.10
51977103	10/15/2015	002122	MINUTEMAN PRESS	45239	8/5/2015	INSPECTION REPORTS/JOB 542	235.01	235.01
	Voucher:	39507						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51977104	10/15/2015	001378	MOUNTAIN MIST WATER	000161253	9/14/2015	#075361/BOTTLED WATER/CITY I	47.50
	Voucher:	39508		000188084	10/12/2015	#073561/BOTTLED WATER/REC I	31.75
				000188093	9/28/2015	#075361/BOTTLED WATER/CITY I	28.25
				000161249	9/14/2015	#075361/BOTTLED WATER/PW SI	26.50
				000140352	9/1/2015	#031650/BOTTLED WATER/SR CE	16.00
				000161270	10/12/2015	#066460/BOTTLED WATER/FITNE	14.31
				000188086	10/12/2015	#075361/BOTTLED WATER/PW SI	12.50
				000166812	9/16/2015	#031650/BOTTLED WATER/SR CE	12.50
				000161250	9/14/2015	#068332/BOTTLED WATER/CM O	12.22
				000188087	10/12/2015	#068332/BOTTLED WATER/CM O	11.50
				000195061	9/29/2015	#065205/BOTTLED WATER/COUM	6.56
51977105	10/15/2015	001172	MULTICARE CENTERS	101361	10/1/2015	PRE-EMPLOYMENT PHYSICAL &	196.00
	Voucher:	39509					219.59
51977106	10/15/2015	001095	NEWS TRIBUNE	20417868	9/8/2015	12MO SUBSCRIPTION/CITY MAN	101.02
	Voucher:	39510					101.02
51977107	10/15/2015	025561	NW PLUMBING CONNECTION, IN23090		9/9/2015	REPLACE PRESSURE GAUGE/KC	208.53
	Voucher:	39511					208.53
51977108	10/15/2015	003178	OWENS PRESS, INC.	26167	9/27/2015	BUSINESS CARDS/VARIOUS STA	1,094.00
	Voucher:	39512					1,094.00
51977109	10/15/2015	025614	PAPE RENTS	211821900	9/22/2015	RENTAL/MISC SUPPLIES	957.25
	Voucher:	39513					957.25
51977110	10/15/2015	001109	PIERCE COUNTY BUDGET & FIN/CI-206999		10/13/2015	AUG 15/TRAFFIC MAINTENANCE	2,536.07
	Voucher:	39514		CI-206941	9/14/2015	SEPT 14/I-NET CHARGES/AIR UF	253.00
51977111	10/15/2015	001588	PIERCE COUNTY SEWER	00664685	10/1/2015	SEWER/4951 GRANDVIEW DR W	144.99
	Voucher:	39515		00566276	10/1/2015	SEWER/3715 BP WAY W	144.99
				00000591	10/9/2015	SEWER/2534 GRANDVIEW DR W	62.34
				01571443	10/1/2015	SEWER/7520 CIRQUE DR W	32.28
				01576739	10/9/2015	SEWER/3609 MARKET PL W/RET	32.28
				01576721	10/9/2015	SEWER/3609 MARKET PL W/RET	32.28
				01576712	10/1/2015	ER/3609 MARKET PL W/RETAIL U	32.28
				01633279	10/1/2015	SEWER/1902 SEAVIEW AVE W	17.26
				01512692	10/1/2015	SEWER/3555 MARKET PL W	17.26
				00604682	10/1/2015	SEWER/2917 MORRISON RD W	17.26
51977112	10/15/2015	001114	PITNEY BOWES GLOBAL FIN. SV7031321-SP15		9/13/2015	3RDQTR15/POSTAGE MACHINE I	1,167.65
	Voucher:	39516					1,167.65

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51977113	10/15/2015	001161	PUGET SOUND ENERGY CORP	300000009641	10/9/2015	GAS/3715 BP WAY W, #D2 & #A3	81.99
	Voucher:	39517		200000971479	9/24/2015	GAS/4910 BRISTONWOOD DR W	80.04
				200017087624	10/20/2015	GAS/2534 GRANDVIEW DR W	79.14
				300000010987	10/1/2015	GAS/3715 BP WAY W, #E2	52.16
				200014542258	9/28/2015	GAS/7450 MARKET SQ W	35.38
							328.71
51977114	10/14/2015	001276	PUGET SOUND FINANCE OFFICE	OCT15/PSFOA	10/2/2015	PSFOA/LUNCH MEETING	25.00
	Voucher:	39518					25.00
51977115	10/15/2015	021634	ROBBLEES TOTAL SECURITY, INC	17802	9/22/2015	SERVICE CALL/SUPPLIES	312.34
	Voucher:	39519					312.34
51977116	10/15/2015	021712	SARCO SUPPLY	1088741	9/21/2015	BATH TISSUE/MISC SUPPLIES	151.39
	Voucher:	39521					151.39
51977117	10/15/2015	023844	SOLURI ARCHITECTURE	1517	9/23/2015	TC/PROGRAMMING & DESIGN	2,671.05
	Voucher:	39522					2,671.05
51977118	10/15/2015	002157	SPECTRA LABORATORIES	102799	9/22/2015	WATER TESTING/KOBAYASHI PA	35.00
	Voucher:	39523					35.00
51977119	10/15/2015	002613	SUPERIOR LINEN SERVICE, INC.	00014	9/23/2015	OFFICE MAT RENTAL/PW SHOP	89.00
	Voucher:	39524					89.00
51977120	10/15/2015	025311	TACOMA WINSUPPLY, INC.	022539-00	9/4/2015	SUPPLIES/PIPE/PARKS MAINT	66.31
	Voucher:	39525					66.31
51977121	10/15/2015	002823	THOMPSON ELECTRICAL CONST	0915-7776CG	9/14/2015	REPLACE TIME CLOCK/40TH ST	460.28
	Voucher:	39526		0915-7824CV	9/22/2015	REPLACED PHOTO CELL/WMV/E	231.57
				0915-7816CG	9/22/2015	CIVIC CENTER TROUBLESHOOT	2,057.47
							2,749.32
51977122	10/15/2015	021733	UNIFIED OFFICE SERVICES	209062	10/9/2015	HEATER	105.01
	Voucher:	39527					105.01
51977123	10/15/2015	001331	UNIVERSITY PLACE REFUSE SV	1869340	9/23/2015	OCT15/BILLING PERIOD/REFUSE	1,127.06
	Voucher:	39528		867952	9/23/2015	OCT15 BILLING PERIOD/COMP	832.56
							1,959.62
51977124	10/15/2015	001151	UNIVERSITY PLACE SCHOOL DIS	#F22376	9/18/2015	AUG15/CUSTODIAL OT/CAMP UF	800.00
	Voucher:	39529					800.00
51977125	10/15/2015	025749	USA FOOTBALL	1940213	10/12/2015	JERSEYS/FLAG BELTS/FOOTBAL	4,750.00
	Voucher:	39530		1948456	10/8/2015	JERSEYS/FLAG BELTS/FOOTBAL	125.00
							4,875.00
51977126	10/15/2015	024567	VALLANTYNE, GLENN	OCT20/ACCIS	8/26/2015	PER DIEM/LODGING/MILEAGE/A	863.20
	Voucher:	39531					863.20
51977127	10/15/2015	022708	VALLEY FREIGHTLINER INC.	1252660132	9/23/2015	MISC PARTS/PW FLEET	112.01
	Voucher:	39532					112.01

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51977128	10/15/2015	001032	WA STATE	2015070084	8/3/2015	JUL15/TELECOMMUNICATIONS S	196.17	196.17
		Voucher: 39533						
51977129	10/15/2015	022161	WA STATE DEPARTMENT OF REVOCT 15		10/12/2015	#053700153/UNCLAIMED PROPE	58.50	58.50
		Voucher: 39534						
51977130	10/15/2015	022590	WA STATE DEPT OF TRANSPORTRE-313-ATB50914		10/12/2015	GEN PROJECT MANAGEMENT	51.10	51.10
		Voucher: 39535						
51977131	10/15/2015	001345	WA STATE TREASURER	3RDQTR15	10/13/2015	3RDQTR15/BUILDING CODE FEE	319.50	319.50
		Voucher: 39536						
51977132	10/15/2015	024399	WELLS FARGO FINANCIAL LEASI	5002487554	9/18/2015	OCT15-NOV14/RENT/LEXMARK F	190.14	
		Voucher: 39537		5002494687	9/22/2015	OCT19-NOV 18/LEXMARK PRINT	95.00	285.14
Sub total for BANK OF AMERICA:								152,578.91

75 checks in this report.

Grand Total All Checks: 152,578.91

**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Adopt a Resolution finding a special facility or market condition exists with respect to the repair of the fire damage to Kobayashi Park, and approving a contract with Modern Builders for that work.

Agenda No: 9B
Dept. Origin: Public Works
For Agenda of: October 19, 2015
Exhibits: Resolution
Proposed Contract

Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to Form by City Atty.: _____
Approved by Finance Director: _____
Approved by Dept. Head: _____

Expenditure Required: \$29,000.00	Amount Budgeted: \$29,000.00 (Insurance Funded)	Appropriation Required: \$0.00
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SUMMARY / POLICY ISSUES

State law authorizes local elected officials to make a legislative determination to waive competitive bidding through a finding that a special facility or market condition exists for certain work, based on local knowledge and local circumstances. The circumstances that may constitute "special facilities or market conditions" are not defined by State law, but rather are left to the legislative judgment of each local Council.

In June of 2014, after competitive bidding, the City awarded a contract to Modern Builders to remodel the former residence at Kobayashi Park into a park shelter. By August of 2014, the work was complete. Unfortunately, just one year later in August of this year, a fire believed to be arson caused significant damage to the restroom and other portion of the structure. Repair of the damage is covered by the City's WCIA insurance, but it does constitute a public work.

The current shelter is a complex melding of the structure of the old residence with new additions that is atypical of a standard park shelter facility. Because Modern Builders was the successful bidder for the conversion which was completed last year, they are familiar with the nuances of the Kobayashi structure, and are best situated to repair it correctly. Therefore, the Public Works Department recommends that the Kobayashi structure be determined to be a special facility or market condition for purposes of letting a repair contract to Modern Builders.

The foregoing facts and circumstances support a Council determination to utilize the "special facilities or market conditions" exemption for the repair of fire damage to the Kobayashi Park structure.

RECOMMENDATION / MOTION

MOVE TO: Adopt a Resolution finding a special facility or market condition exists with respect to the repair of the fire damage to Kobayashi Park, and approving a contract with Modern Builders for that work.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE
FINDING A SPECIAL FACILITY OR MARKET CONDITION EXISTS WITH RESPECT TO
THE REPAIR OF THE FIRE DAMAGE TO KOBAYASHI PARK, AND APPROVING A
CONTRACT WITH MODERN BUILDERS FOR THAT WORK**

WHEREAS, State law authorizes local elected officials to make a legislative determination to waive competitive bidding through a finding that a special facility or market condition exists for certain work, based on local knowledge and local circumstances; and

WHEREAS, the "special facilities or market conditions" exemption has been utilized by local jurisdictions across the State for more than fifteen (15) years and has never been the subject of a reported Washington State Court case or Attorney General Opinion; and

WHEREAS, the circumstances that may constitute "special facilities or market conditions" are not defined by State law, but rather are left to the legislative judgment of each local Council; and

WHEREAS, in June of 2014, after competitive bidding, the City awarded a contract to Modern Builders to remodel the former residence at Kobayashi Park into a park shelter, and by August of 2014, the work was complete; and

WHEREAS, unfortunately, just one year later in August of this year, a fire believed to be arson caused significant damage to the restroom and other portion of the structure, for which the repair is covered by the City's WCIA insurance, but it does constitute a public work; and

WHEREAS, the current shelter is a complex melding of the structure of the old residence with new additions that is atypical of a standard park shelter facility, and because Modern Builders was the successful bidder for the conversion which was completed last year, they are familiar with the nuances of the Kobayashi structure, and are best situated to repair it correctly; and

WHEREAS, the Public Works Department therefore recommends that the Kobayashi structure be determined to be a special facility or market condition for purposes of letting a repair contract to Modern Builders; and

WHEREAS, the foregoing facts and circumstances clearly support a Council determination to utilize the "special facilities or market conditions" exemption for the repair of the fire damage to Kobayashi Park;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE,
WASHINGTON, AS FOLLOWS:**

1. Incorporation. The recitals are hereby incorporated herein as the legislative findings of this Council.
2. Determination of a Special Facility or Market Condition. Based on the facts and circumstances described herein, the City Council finds that a special facility or market condition as authorized in State law exists with respect to the repair of the fire damage to Kobayashi Park.
3. Approval of Contract with Abbott Construction. The contract with Modern Builders is hereby approved substantially in the form attached hereto.
4. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

SMALL PUBLIC WORKS CONTRACT

FOR

KOBAYASHI FIRE DAMAGE REPAIR PROJECT

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 2015 and is made by and between the City of University Place, a Washington municipal corporation ("City or Owner"), and Modern Builders, Inc ("Contractor").

A. The City desires to retain an independent contractor to furnish all tools, labor and materials necessary to rebuild/repair building damaged by fire due to vandalism; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

FOUR THOUSAND FOUR HUNDRED THIRTY FOUR AND 35/100 DOLLARS (\$4,434.00)

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents attached hereto and incorporated by this reference Exhibit "A" which shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

1.2 Completion Date. The Work shall commence upon the effective date mutually agreed upon and shall continue until the completion of the Services, but in any event no later than thirty (30) working days from start of project. The Work shall not be deemed completed until the City has accepted the Work.

1.3 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.4 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.5 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the City the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require determining if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.6 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.7 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.8 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to

minimize emission of airborne particles to the ambient air environment within the City of University Place.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work ("Term") and the expiration of all warranties.

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within two (2) years after the City's final acceptance of the Work.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount no greater than \$29,000.00. This amount shall include all services provided, as well as any reimbursable expenses and applicable taxes.

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in the form specified by the City, and the appropriate City representative approves such invoice. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted, in duplicate to:

City of University Place
3715 Bridgeport Way West
University Place, WA 98466

ATTN: Accounts Payable

4.5 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers and laborers. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor's Retainage Agreement attached hereto as Exhibit "E". No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within forty-five (45) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. TERMINATION

Prior to the expiration of the Term, the City may terminate this Contract immediately, with or without cause. The Contractor may cancel this Contract only upon thirty -(30) days prior written notice to the City.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to of by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. INSURANCE

The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating, which is satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

9.2 Commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death and property damage.

9.4 If any structures are involved in the Contract, the Contractor shall maintain an All Risk Builder's Risk form at all times in an amount no less than the value of the structure until final acceptance of the project by the City.

The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Contract, except after thirty -(30) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Contract is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9.5 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until the Risk Manager has approved its coverage.

10. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010, Contractor shall provide a Performance/Payment Bond in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Performance/Payment bond shall be in a form attached hereto as Exhibit "D". The Performance/Payment bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, at the option of Contractor, and based upon the value of this Contract as less than Twenty-Five Thousand Dollars (\$25,000.00), the City shall, in lieu of a bond, retain fifty percent (50%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

11. MAINTENANCE BOND

Contractor will provide a maintenance bond guaranteeing work shall be free of any defective materials or workmanship which became apparent during the period of 1 year following completion of the Contract. Bond shall be in a form acceptable to the City of University Place. Bond shall be in the amount of 10% of the contract price.

Surety shall be licensed to conduct business in the State of Washington and are named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

12. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor

shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

13. **PREVAILING WAGES**

13.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Exhibit "H" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates, which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

13.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.2 RCW, and as required in this Contract do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

13.3 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

13.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

14. FAILURE TO PAY SUBCONTRACTORS

In the event the Contractor shall fail to pay any subcontractors or laborers, or fail to pay for any materials, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, or materials.

15. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

16. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

17. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

18. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

19. GENERAL PROVISIONS

19.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

The term "Contract Documents" means and includes the following:

- 1 Small Public Works Contract
- 2 Scope of Work - Exhibit A
- 3 Retainage Form – Exhibit B
- 4 Performance/Payment Bond – Exhibit C
- 5 Maintenance Bond – Exhibit D
- 6 Change Order(s)(if any) – Exhibit E
- 7 Prevailing Wage – Exhibit F

19.2 Modification. No provision of this Contract may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

19.3 Full Force and Effect. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19.13 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

19.14 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Manager or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

Executed on the dates written below.

MODERN BUILDERS

CITY OF UNIVERSITY PLACE

By: _____

By: _____

Printed Name: _____

Printed Name: Stephen Sugg

Title: _____

Title: City Manager

Address: _____

Address: 3715 Bridgeport Way West

University Place, WA 98466

Date: _____

Date: _____

Approved as to form:

Steve Victor, City Attorney

City of University Place
3715 Bridgeport Way West
University Place, WA 98466
(253) 566-5656

EXHIBIT B

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title _____
Contractor _____ Representative _____
Bid No. _____ Date _____ Administering Department _____
City Representative _____ Funding Source _____
Project Authority _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected below are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____ (referred to herein as the Bank), the terms of which are specified by separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.010 I hereby notify the City of University Place of my instructions to ___ invest ___ not to invest the retainage withheld under the terms of this contract. If the investment option is selected, please provide the following information:

Name of Bank, Mutual Fund, or Savings & Loan Association: _____
Address: _____
Account #: _____ Contact Person: _____
Contractor _____ Date: _____
By: _____ Title: _____
Address: _____ Phone: _____
Fed ID# _____ Est. Completion Date _____

CITY APPROVAL _____

Approval of Investment Program and Retainage Agreement

Finance Director Date

CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE

Contract No. _____ Project Title: _____
I hereby certify, as Contract Administrator for this Contract representing the City of University Place, that all work required by the above cited contract was completed on _____ and final acceptance by the City was granted on _____

I also certify that no liens have been received within 30 days from the above date from any person, persons, mechanics, subcontractors or materialman who has performed any work or provided any material of subject contract.

Contract Administrator

Director of Administering Department

Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums (State of Washington Employment Security Dept.).

EXHIBIT C

PERFORMANCE/PAYMENT BOND TO CITY OF UNIVERSITY PLACE

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal ("Principal"), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bound to the City of University Place ("City") in the penal sum of: _____ (_____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

Pursuant to proper authorization, the City Manager is authorized to enter into a certain public works contract with the Principal, providing for _____ is incorporated herein by this reference ("Contract"), and

The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract, or from defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of two years after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration and Mediation ("USA&M"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Seattle USA&M office, 4300 Two Union Square, 601 Union Street, Seattle, Washington 98101-2327. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this ____ day of _____, 2015, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By: _____

(Name of Person Executing Bond)

Its: _____

(Title)

(Address)

(Phone)

CORPORATE SEAL OF SURETY:

Surety

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

(Name of Person Executing Bond)

(Address)

(Phone)

APPROVED AS TO FORM:

STEVE VICTOR, CITY ATTORNEY

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

STATE OF WASHINGTON)

: ss

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ (fill in name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (Title) of _____ (Surety) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

Signature

Title

My appointment expires: _____

EXHIBIT D

CITY OF UNIVERSITY PLACE

MAINTENANCE BOND

BOND NUMBER: _____

DATE POSTED: _____

PROJECT COMPLETION DATE: _____

RE: City of University Place:
Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____, (hereinafter called the "Principal"), and _____ a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of University Place, Washington, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements in connection with a project as described above within the City; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or replace said improvement(s) against defects in workmanship, materials or installation for a period twelve (12) months after written and final acceptance of the same and approval by the City; and

WHEREAS, in order to enable the City to release the performance bond filed by the Principal with the City in connection with such improvements;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City of University Place, but only after the Principal has performed and satisfied the following conditions:

The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows:

Remodeling services, construction of restrooms and accessories as specified within the specifications and plans and the necessary labor, materials, equipment, tools and guarantees thereof for installation of.

- A. The Principal and Surety agree that the work and improvements installed pursuant to the Performance Bond or other security instrument filed with the City in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive) for a period of five (5) years after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the 24 month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.
- B. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.
- C. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of five (5) years from the date of acceptance of the work by the City, the Principal shall repair and/or replace the same within ten calendar (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:
1. Within twenty calendar (20) days of demand of the City, make written commitment to the City that it will either:
 - a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b) tender to the City within an additional ten calendar (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bid amount. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- D. Corrections. Any corrections required by the City shall be commenced within ten calendar (10) days of notification by the City and completed within thirty calendar (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

- E. Extensions and Changes. No changes, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

- F. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.

- G. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 2015.

SURETY COMPANY

CONTRACTOR

By _____

By _____

Its _____

Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

EXHIBIT F

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

**Journey Level Prevailing Wage Rates for the Effective Date:
9/24/2015**

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>



MODERN BUILDERS, INC.

3114 South Proctor Street
Tacoma, WA 98409-3299
Office: 253.383.1704 Fax: 253.383.173
TID 91-0870978

Client: Kobayashi Picnic Shelter, City of University Place
Property: 6420 Chambers Creek Rd W
University Place, WA 98467
Billing: 4951 Grandview Drive West
University Place, WA 98467

Business: (253) 460-6494
Fax: (253) 460-6497

Operator: JIM

Estimator: Jim Garrett
Position: Estimator
Company: Modern Builders, Inc. (MBI)
Business: 3114 South Proctor Street
Tacoma, WA 98409-3299

Business: (253) 383-1704
E-mail: jim@mbi1954.com

Reference:
Company: B. Keith Gorman
Business: 9750 Greenwood Ave N.
Seattle, WA 98103

Business: (800) 933-4235
E-mail: kgorman@evergreenadjustment.com

Type of Estimate: Fire
Date Entered: 9/1/2015 Date Assigned: 9/8/2015
Date Est. Completed: 9/29/2015 Date Job Completed:

Price List: WATA8X_SEP15
Labor Efficiency: Restoration/Service/Remodel
Estimate: UPKOBAYASHI-1
File Number: D15-2179

Repairs to the above specified property address are to be completed as specifically outlined in this estimate. Any line item or work not specifically addressed is not included and will be billed accordingly at the end of the project. This includes all hidden or unforeseen damages and any after hours (*daily 4:30 p.m. to 8:00 a.m. and weekends from 4:30 p.m. Friday to 8:00 a.m. Monday*) work that may required in order to accommodate the homeowner and / or tenants. In addition, any work not covered by the insurance company, such as code upgrades, as may be required by the local governing body, or any dry/wet rot will be the sole responsibility of the homeowner to pay. Further, it is the responsibility of the homeowner to seek reimbursement from the insurance company for any out of pocket or over-budget expenses not covered by the insurance payment.



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**UPKOBAYASHI-1
 Picnic Shelter**

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Permits & filing fees (Bid item)	1.00 EA @		Open Item
<i>*WILL BILL ACTUAL AT TIME OF SUBMITTAL</i>			
2. Administrative/supervisor labor charge (Bid item) Filing of necessary paperwork with the State.	2.00 HR @	62.50 =	125.00
3. Commercial Supervision / Project Management - per hour	15.00 HR @	65.00 =	975.00
4. General Laborer - per hour On-going daily and final cleaning.	15.00 HR @	75.76 =	1,136.40
5. Single axle dump truck - per load - including dump fees	2.00 EA @	382.68 =	765.36
<i>*DUE TO SPACE CONSTRAINTS AND THE BLOCKING OF THE PUBLIC AREAS AND PARKING, A DUMP TRUCK WOULD BE NEEDED FOR BOTH DEBRIS DISPOSAL AND MATERIAL DELIVERY.</i>			
6. Floor protection - corrugated cardboard and tape	200.00 SF @	0.47 =	94.00
<i>*RUN OFF MATTS TO MINIMIZE POTENTIAL PERMANENT STAINING OF THE EXISTING COMPOSITE DECKING MATERIAL.</i>			
7. Caution tape	60.00 LF @	0.15 =	9.00
8. Barricade/warning sign/traffic cone - Min. equip. charge	5.00 EA @	52.50 =	262.50
9. Plumbing (Bid Item)	1.00 EA @	5,047.00 =	5,047.00
<i>*SEE ATTACHED SUB-CONTRACTOR BID LOCATED IN JOB PHOTOS.</i>			
<i>* SAME SUB-CONTRACTOR WHO DID THE ORIGINAL WORK. SCOPE OF WORK DOES NOT TAKE INTO ACCOUNT ANY REPLACEMENT THAT WILL BE NEEDED AFTER ATTEMPT TO CLEAN.</i>			

Bathroom - Damaged

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10. R&R 5/8" mold/mildew resistant - hung, taped ready for texture	57.00 SF @	2.29 =	130.53
11. R&R 5/8" drywall - hung & fire taped only	248.00 SF @	1.86 =	461.28
12. R&R Steel door, 3' x 7' - fire rated	1.00 EA @	383.68 =	383.68
13. R&R Door signs - plastic w/metal holder	2.00 EA @	23.83 =	47.66
14. R&R Casing - 2 1/4"	17.00 LF @	2.77 =	47.09
15. Paint door slab only - 2 coats (per side)	2.00 EA @	29.29 =	58.58
16. Paint casing - two coats	17.00 LF @	1.41 =	23.97
17. R&R Door closer - Heavy duty - Commercial grade	1.00 EA @	256.91 =	256.91
<i>*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS</i>			
18. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA @	292.62 =	292.62
19. R&R Door hold open device - magnetic Closest match to existing magnet lock assembly.	1.00 EA @	386.68 =	386.68
20. R&R Ceramic/porcelain tile - High grade Includes tile floor and tile base.	88.00 SF @	15.05 =	1,324.40



MODERN BUILDERS, INC.

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CONTINUED - Bathroom - Damaged

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. R&R 1/2" Cement board	57.00 SF @	4.79 =	273.03
22. Tile / Cultured Marble Installer - per hour Float new cement board for new tile install.	2.00 HR @	82.36 =	164.72
23. Seal the floor w/latex based stain blocker - one coat Seal wood underlayment. No floor insulation per Parks Department.	57.00 SF @	0.60 =	34.20
24. R&R Diaper change station - plastic	1.00 EA @	602.72 =	602.72
25. Detach & Reset Sink - single	1.00 EA @	190.09 =	190.09
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
26. Detach & Reset Sink faucet - Bathroom	1.00 EA @	153.01 =	153.01
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
27. Clean sink - Heavy	1.00 EA @	30.07 =	30.07
28. Clean sink faucet - Heavy	1.00 EA @	22.93 =	22.93
29. R&R Drain/Vent line - PVC pipe with fitting and hanger, 2"	2.00 LF @	17.62 =	35.24
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
30. R&R Angle stop valve	2.00 EA @	49.12 =	98.24
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
31. Toilet - Detach & reset	1.00 EA @	307.81 =	307.81
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
32. (Material Only) Toilet - stainless steel - detention area	1.00 EA @		Pending
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
33. Clean toilet - Heavy	1.00 EA @	50.12 =	50.12
34. R&R Toilet seat	1.00 EA @	69.57 =	69.57
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
35. R&R Toilet paper holder - Standard grade	2.00 EA @	31.63 =	63.26
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
36. R&R Occupancy sensor - ceiling/wall mounted One flush sensor and one occupancy sensor and one push button emergency release sensor.	3.00 EA @	177.88 =	533.64
37. R&R Soap dish - Wall mounted - High grade	1.00 EA @	53.07 =	53.07
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
38. R&R Hot air hand dryer	1.00 EA @	581.14 =	581.14
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
39. Clean handicap grab bar - Heavy	3.00 EA @	22.93 =	68.79
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
40. Handicap grab bar - Detach & reset	3.00 EA @	46.13 =	138.39
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS			
41. R&R Commercial smoke detector - High grade	1.00 EA @	111.72 =	111.72



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 TID 91-0870978

CONTINUED - Bathroom - Damaged

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. R&R Fire alarm - Horn/Bell Closest match to existing.	1.00 EA @	220.63 =	220.63
43. R&R Fiberglass reinforced plastic (FRP) paneling	248.00 SF @	8.27 =	2,050.96
44. Texture drywall - light hand texture	57.00 SF @	0.66 =	37.62
45. Seal the walls and ceiling w/latex based stain blocker - one coat	305.00 SF @	0.60 =	183.00
46. Paint the ceiling - two coats Paint ceiling only as the walls are FRP.	57.00 SF @	0.92 =	52.44
47. R&R Batt insulation - 6" - R19 - unfaced batt	248.00 SF @	1.48 =	367.04
48. Smoke seal	1.00 LF @	2.41 =	2.41
*POSSIBILITY THAT SMOKE CARRIED OVER TO THE OTHER ROOMS AND WOULD NEED SMOKE SEALING AS WILL			
49. Seal attic framing (shellac) - up to 5/12	57.00 SF @	1.40 =	79.80
*POSSIBILITY THAT SMOKE CARRIED OVER TO THE OTHER ROOMS AND WOULD NEED SMOKE SEALING AS WILL			
50. Seal stud wall for odor control (shellac)	248.00 SF @	0.97 =	240.56
*POSSIBILITY THAT SMOKE CARRIED OVER TO THE OTHER ROOMS AND WOULD NEED SMOKE SEALING AS WILL			
51. R&R Exhaust fan	1.00 EA @	253.48 =	253.48
52. R&R Skylight - reflective tube - 10"	1.00 EA @	630.80 =	630.80
53. Electrician - per hour	8.00 HR @	124.42 =	995.36
Electrical allowance to run new home runs for electrical. The panel is located in the adjacent mechanical room.			

Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
54. Clean the surface area Clean the front and left elevation and the soffit area.	444.00 SF @	0.59 =	261.96
55. Sand wood - exterior Sand flame affected area.	9.00 SF @	2.25 =	20.25
56. Seal the surface area w/latex based stain blocker - one coat Seal the front elevation.	144.00 SF @	0.60 =	86.40
57. Exterior - paint two coats Paint the front and left elevations as agreed.	220.00 SF @	1.07 =	235.40
58. Paint exterior soffit - wood - 2 coats Paint soffit as agreed.	300.00 SF @	1.39 =	417.00



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CONTINUED - Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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Deck **Height: 3'**

Missing Wall **3' 5 7/8" X 3'** **Opens into DECK**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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59. Cleaning Technician - per hour Clean deck area in front of the damaged bathroom.	2.00 HR @	74.39 =	148.78
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60. Protect - Cover with plastic Cover/protect decking in front of and around the entrance to the fire damaged bathroom.	100.00 SF @	0.35 =	35.00
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Bathroom - undamaged **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
-------------	-----	------------	-------

**ALL THREE ROOMS ARE CONNECTED BY AN OPEN ATTIC. IT IS POSSIBLE THAT THE DRYWALL LIDS IN THE OTHER BATHROOM AND MECHANICAL ROOM WOULD HAVE TO BE ACCESSED IN ORDER TO PROPERLY SEAL FOR ODOR.*

Mechanical Room **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
-------------	-----	------------	-------

**ALL THREE ROOMS ARE CONNECTED BY AN OPEN ATTIC. IT IS POSSIBLE THAT THE DRYWALL LIDS IN THE OTHER BATHROOM AND MECHANICAL ROOM WOULD HAVE TO BE ACCESSED IN ORDER TO PROPERLY SEAL FOR ODOR.*



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Grand Total Areas:

744.00 SF Walls	171.00 SF Ceiling	915.00 SF Walls and Ceiling
171.00 SF Floor	19.00 SY Flooring	285.49 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	93.00 LF Ceil. Perimeter
171.00 Floor Area	196.53 Total Area	744.00 Interior Wall Area
495.83 Exterior Wall Area	29.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



MODERN BUILDERS, INC.

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Summary for Dwelling

Line Item Total	21,728.31
Overhead	2,172.85
Profit	2,172.85
Sales Tax	2,450.95
Replacement Cost Value	\$28,524.96
Less Depreciation	(805.79)
Actual Cash Value	\$27,719.17
Less Deductible	(1,000.00)
Net Claim	\$26,719.17
Total Recoverable Depreciation	805.79
Net Claim if Depreciation is Recovered	\$27,524.96

Jim Garrett
Estimator



MODERN BUILDERS, INC.

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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Sales Tax (9.4%)
Line Items	2,172.85	2,172.85	2,450.95
Total	2,172.85	2,172.85	2,450.95



MODERN BUILDERS, INC.

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Recap by Room

Estimate: UPKOBAYASHI-1

Area: Picnic Shelter

General	8,414.26	38.72%
Bathroom - Damaged	12,109.26	55.73%
Exterior	1,021.01	4.70%
Deck	183.78	0.85%
<hr/>		
Area Subtotal: Picnic Shelter	21,728.31	100.00%
<hr/>		
Subtotal of Areas	21,728.31	100.00%
<hr/>		
Total	21,728.31	100.00%

**MODERN BUILDERS, INC.**

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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	582.65		582.65
GENERAL DEMOLITION	2,085.16		2,085.16
DOORS	371.77	37.18	334.59
DRYWALL	513.53	3.76	509.77
ELECTRICAL	1,723.38	72.80	1,650.58
ELECTRICAL - SPECIAL SYSTEMS	293.73	29.37	264.36
MISC. EQUIPMENT - COMMERCIAL	41.70		41.70
FINISH CARPENTRY / TRIMWORK	34.51	3.45	31.06
FINISH HARDWARE	999.86	75.25	924.61
HAZARDOUS MATERIAL REMEDIATION	35.00		35.00
INSULATION	262.88	26.29	236.59
LABOR ONLY	2,236.40		2,236.40
PLUMBING	5,872.93	17.50	5,855.43
PANELING & WOOD WALL FINISHES	1,723.60	172.36	1,551.24
PAINTING	1,525.60	13.50	1,512.10
TOILET & BATH ACCESSORIES	1,166.91	102.85	1,064.06
TILE	1,457.96	129.32	1,328.64
TEMPORARY REPAIRS	271.50		271.50
WINDOWS - SKYLIGHTS	529.24	52.92	476.32
O&P Items Subtotal	21,728.31	736.55	20,991.76
Overhead	2,172.85		2,172.85
Profit	2,172.85		2,172.85
Sales Tax	2,450.95	69.24	2,381.71
Total	28,524.96	805.79	27,719.17

- 1 1-Risk - front
Date Taken: 9/1/2015
Taken By: B Keith Gorman GA
Front of risk.



- 2 2-Risk - right
Date Taken: 9/1/2015
Taken By: B Keith Gorman GA
Right fo risk.



- 3 3-Risk - back
Date Taken: 9/1/2015
Taken By: B Keith Gorman GA
Back of risk.



- 4 4-Risk - left
Date Taken: 9/1/2015
Taken By: B Keith Gorman GA
Left of risk.



5 5-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview of "Trex" style decking in front of the restrooms and mechanical room. The non fire damaged restroom is at the top right and the mechanical room is at the middle right.



6 6-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview, opposite direction.
Mechanical room at center left and the fire damaged bathroom is top left.



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7 7-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing debris on decking. Attempt to clean prior to replacement.



8 8-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Close up of fire debris on decking. No apparant fire damage present - attempt to clean.



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9 9-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing continuous decking into patio area. Note the change in deck surface at the picnic table. The surrounding area is wood and not the "Trex" style decking material.

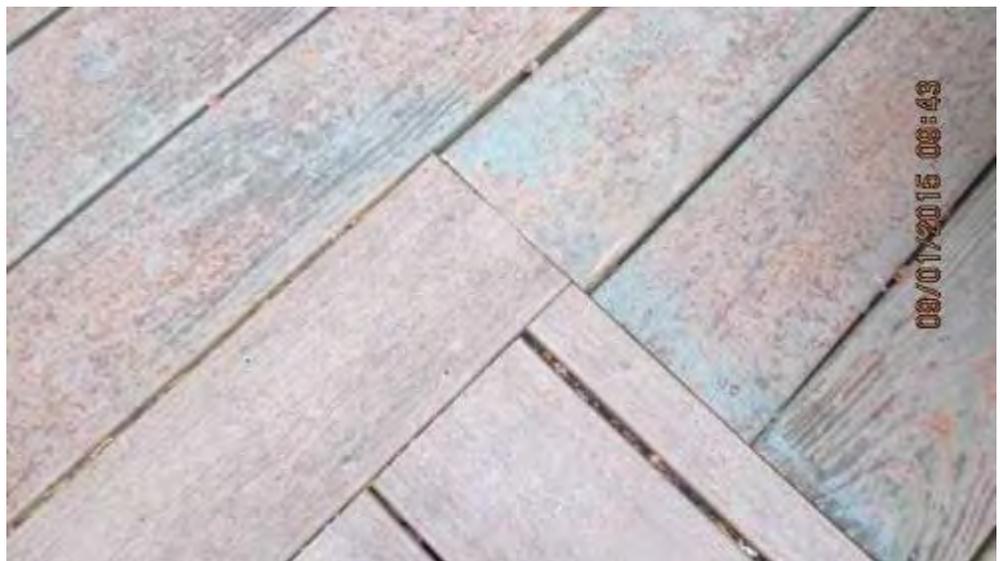


10 10-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the transition from the "Trex" style decking to the wood decking by the picnic table in the patio area.



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11 11-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing continuous decking into the gazebo area of the picnic shelter.



12 12-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Looking from the gazebo area back to the patio area, all continuous decking material.



13 13-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview of the gazebo area decking.



14 14-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the gazebo area decking and the transition to the wood decking outside the gazebo area.



15 15-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the restorm/mechanical room front elevation. Area to be painted.



16 16-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Front elevation of the restrooms and mechanical rooms - opposite direction.



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17 17-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing an area of the T111 where a suspect attempted to start the siding on fire. This attempt is on the Parks Department video monitoring system. The paint began to bubble slightly.



18 18-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the right elevation of the restroom/mechanical room. Continuous paint around this corner.



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19 19-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the paint termination at the vertical green trim at the left side of the front elevation, this was greed with the City and the Parks Department.



20 20-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

ID of fire damaged bathroom.



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21 21-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview looking into the burnt
bathroom.

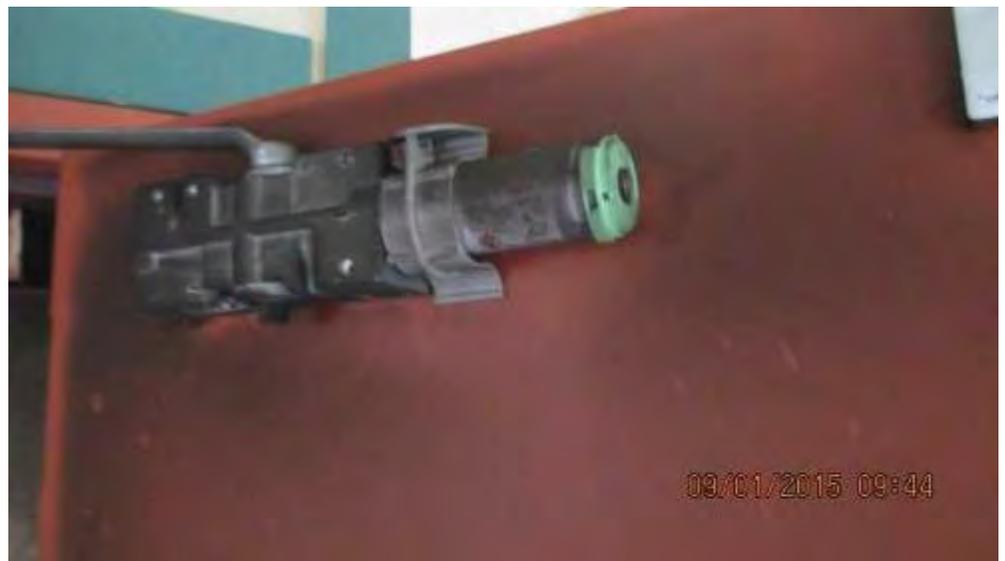


22 22-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Smoke damage to the door closure
and interior of the door unit.



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23 23-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Smoke and soot damage to the
bathroom door jamb.



24 24-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire/smoke and soot damage to tile
flooring.



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25 25-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire and drywall debris on tile flooring.



26 26-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the floor drain in the center of the bathroom.



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27 27-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the tile base in the bathroom.



28 28-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the walls are "FRP" from the ceiling to the tile base. Also showing the damage to the auto flush toilet, grab bars and TP rollers.



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29 29-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Looking back at the entry door, fire and smoke damage throughout.



30 30-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Graffiti written in the smoke covered "FRP" wall panels.



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31 31-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Additional graffiti written in the smoke covered "FRP" wall panels. Possible ID opportunity for the UP police.



32 32-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, heat and smoke damage to the plastic baby changing station.



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33 33-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Electrical on at the inspection.
Showing the emergency magnet
release and soap dispenser that are fire
and smoke damaged.



34 34-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Soot damage to stainless sink and
faucet.



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35 35-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, smoke and heat damage to hand dryer.



36 36-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Soot damage to stainless toilet and sensor - auto flush.



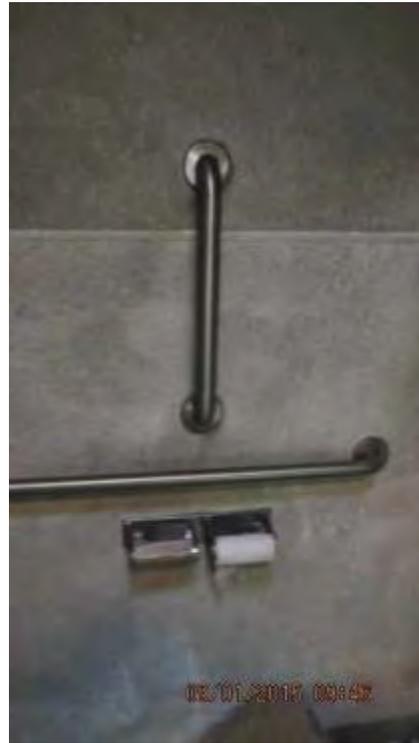
3114 South Proctor Street
Tacoma, WA 98409-3299
Office: 253.383.1704 Fax: 253.383.173
TID 91-0870978

37 37-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, smoke and soot damage to grab
bbars and TP rollers.



38 38-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Ceiling drywall and insulation
damage from fire department efforts
to extinguish the fire.



3114 South Proctor Street
Tacoma, WA 98409-3299
Office: 253.383.1704 Fax: 253.383.173
TID 91-0870978

39 39-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing from left to right; smoke detector, motion sensor and alarm. The alarm is the rectangle in front of the spherical cover plate.



40 40-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, heat and soot damage to exhaust fan with light and the solar skylight tube.



41 41-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the attic framing through the hole provided by the fire department. Sheathing and framing members to be cleaned and sealed.



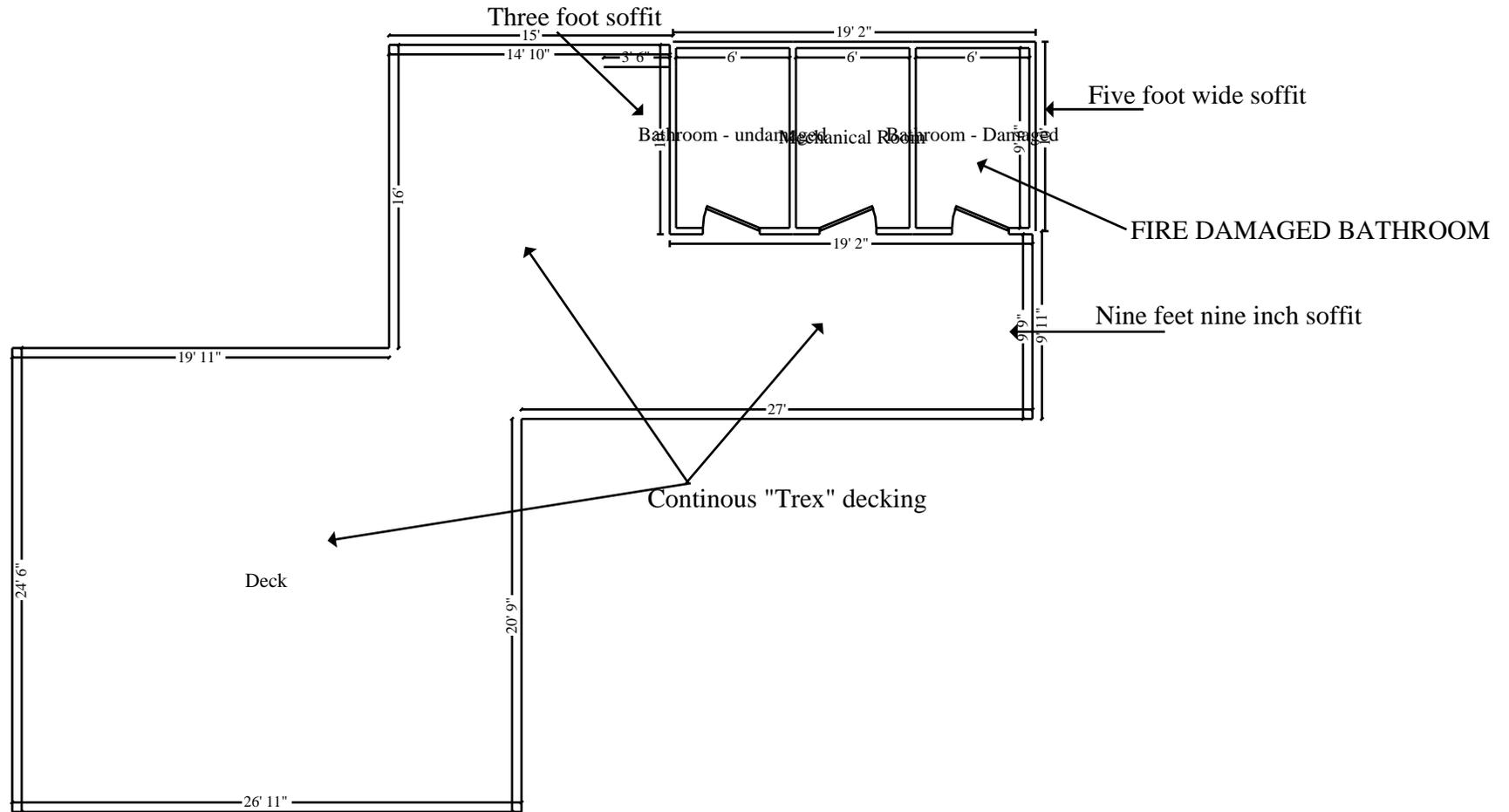
42 42-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Additional area of the attic to be cleaned and sealed.





**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Authorize the City Manager to execute a Local Agency Standard Consultant Agreement with KPG for Traffic Engineering Services, as required for construction of the Mildred Street Improvements project, in an amount not to exceed Forty Nine thousand, Seven hundred Thirty Three dollars and Sixty Seven cents (\$49,733.67).

Agenda No: 9C
Dept. Origin: Engineering
For Agenda of: October 19, 2015
Exhibits: Scope of Work/Proposal

Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to Form by City Atty.: _____
Approved by Finance Director: _____
Approved by Dept. Head: _____

Expenditure Required: \$49,733.67	Amount Budgeted: \$50,000.00	Appropriation Required: \$0.00
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SUMMARY / POLICY ISSUES

Traffic Engineering services are needed for the design of signal modifications/improvements associated with the Mildred Street Improvements project. KPG was selected through an interview process in which three companies: DKS, Traffex, and KPG, were interviewed. Based on the interviews, a decision was made to enter into negotiations with KPG for traffic engineering services for the Mildred Street Improvements project. KPG provided a proposal for this work in the amount of \$49,733.67.

This project is funded through an FHWA grant. The cost is 86.5% funded through the grant. The local match portion is included in the adopted capital budget

ALTERNATIVES CONSIDERED

Three surveying firms were interviewed and rated. As a result of these interviews and subsequent ratings, KPG was determined to be the most suitable for this project.

BOARD OR COMMITTEE RECOMMENDATION

The Consultant selection process is in accordance with the requirements and limitations associated with the grant funding.

RECOMMENDATION / MOTION

MOVE TO: Authorize the City Manager to execute a Local Agency Standard Consultant Agreement with KPG for Traffic Engineering Services, as required for construction of the Mildred Street Improvements project, in an amount not to exceed Forty Nine thousand, Seven hundred Thirty Three dollars and Sixty Seven cents (\$49,733.67).

EXHIBIT A
City of University Place
Mildred/67th Roadway Improvements
Traffic Signal Design

KPG
Scope of Work

Purpose

The Traffic Signal Design, as a portion of the larger Mildred/67th Roadway Improvements project, will provide signal modifications at the following two (2) intersections.

- S Mildred St & S 19th St
- Mildred St W/67th Ave W & Regents Blvd & 24th St W

Proposed Improvements

The proposed Traffic Signal Improvements for the Mildred/67th Roadway Improvements project includes the following:

S Mildred St & S 19th St

- Transit queue jump
- Transit signal priority
- APS pedestrian pushbutton system
- Signal cabinet replacement
- Minor signal phasing modifications

Mildred St W/67th Ave W & Regents Blvd/27th St W & 24th St W

- One (1) new strain pole and associated span wire modifications
- APS pedestrian pushbutton system
- Signal cabinet replacement
- Signal phasing & timing modifications

Assumptions

The following assumptions were identified to provide direction with design:

- ◆ The estimated project duration is 4 months. No design work will proceed without written authorization from the CITY.
- ◆ KPG will provide monthly progress reports and invoicing.
- ◆ The project currently is Federally Funded for design and construction.
- ◆ The CITY will complete the project plan set and specifications. KPG will provide Traffic Signalization plan sheets and Special Provisions sections 8-20 & 9-29 to be inserted into the CITY's plans and specifications.
- ◆ All deliverables will be provided as electronic (PDF, Word, Excel, and AutoCAD 2015).
- ◆ The CITY will handle all environmental, right of way and easement approvals.
- ◆ The CITY will handle all public involvement and utility coordination.

- ◆ Structural engineering is not included in this scope of work.
- ◆ As-Built drawings are not included in this scope of work. See the Additional Services section of this Scope of Work.
- ◆ Traffic signal timing modifications at the intersection of S Mildred St & S 19th St will be determined and programmed by the City of Tacoma.
- ◆ The CONSULTANT will provide recommended traffic signal timing at the intersection of Mildred St W/67th Ave W & Regents Blvd/27th St W & 24th St W.

Information Provided by the City

The following information will be provided by the CITY:

- ◆ The CITY will provide the CONSULTANT with current designs for the S Mildred St and 27th St W projects in AutoCAD format.
- ◆ The CITY will provide the CONSULTANT with boilerplate specifications for Divisions 8-20 & 9-29.

Work Element 1 Traffic Analysis

This Work Element will include performing a traffic analysis to determine the optimal signal phasing, timing and channelization at the intersection of Mildred St W/67th Ave W & Regents Blvd & 24th St W.

- 1.1 The CONSULTANT will hire a traffic counter to provide PM peak hour (3pm – 6pm) vehicle turning movement and bicycle/pedestrian counts. The traffic counts will be conducted on a Tuesday, Wednesday, or Thursday during a week that does not include a holiday.

The CONSULTANT will analyze existing conditions and evaluate up to three (3) improvement alternatives. The alternatives will evaluate potential changes to intersection channelization and signal phasing and timing to improve safety and operations.

The CONSULTANT will prepare a draft and final memo-format traffic analysis outlining the findings and recommended improvements for the intersection.

- 1.2 The CONSULTANT shall attend a traffic analysis review meeting. Assume one (1) consultant staff for one (1) meeting.

Work Element 1 Assumptions:

- ◆ The phasing and signal timing recommendations will utilize the existing intersection configuration with the minor modifications per the City's 27th St W and Mildred St projects. The analysis will not include major reconfiguration of intersection approaches.
- ◆ Traffic analysis will be completed for the existing 2015 PM peak hour with Synchro 9 software. No traffic forecasting will be required.

Work Element 1 Deliverables:

- ◆ Draft Traffic Analysis, One (1) electronic PDF copy of the memo
- ◆ Final Traffic Analysis, One (1) electronic PDF copy of the memo

Work Element 2 S Mildred St & S 19th St Traffic Signal Design

This Work Element will include the effort required to prepare final plans, specifications and construction estimates for the transit queue jump, signal phasing modifications, signal cabinet replacement, pedestrian pushbutton poles, foundations, conduit, conductors and pushbutton system. The following is a list of anticipated work items to be included within this task:

- 2.1 Conduct a site visit and review the CITY's existing plans set to gather data necessary to aid design. Prepare photo log of existing conditions.
- 2.2 Coordination with City staff and outside agencies. Coordination with outside agencies including Pierce Transit and the City of Tacoma (Engineers & Signal Technicians) will be required. The CONSULTANT will attend coordination meetings and site visits as needed. Assume one (1) Consultant staff for two (2) meetings.
- 2.3 Conceptual 15% Traffic Signal Layout. The CONSULTANT will prepare 15% design figures showing the approximate locations of proposed signal equipment. The CONSULTANT will order aerial photographs to aid in the conceptual design. One layout will be drafted based on discussions during the previously held scoping meeting. Layout will be schematic; notations and callouts will not be included. Opinion of probable cost will not be included with the 15% design. The Conceptual layout will be provided to the CITY for review and comment during the conceptual design workshop per Work Element 3.3. This layout will also be utilized for outside agency coordination per Work Element 2.2.
- 2.4 60% Traffic Signal Plans, Special Provisions & Cost Estimate. The CONSULTANT will prepare Plan sheets per City of Tacoma standards for review and approval by the CITY and the City of Tacoma (assume one (1) plan sheet and one (1) details sheet). The 60% submittal will include all comments received from the 15% layout and will be formatted to provide sufficient detail for convenient field layout of all facilities proposed herein.

The CONSULTANT will prepare necessary Special Provisions per Sections 8-20 and 9-29 and an opinion of probable cost. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY. The CONSULTANT will attend a design review meeting with CITY staff.
- 2.5 Draft Bid Traffic Signal Plans, Special Provisions & Cost Estimate. The CONSULTANT shall prepare Draft Bid plans, special provisions and cost estimate for review and approval by the CITY. The Draft Bid submittal plans and specifications will include all comments received from the 60% review. The CONSULTANT will provide Senior level QA/QC and a constructability review by KPG construction management staff prior to submitting to the CITY.
- 2.6 Bid Document Traffic Signal Plans, Special Provisions & Cost Estimate. The CONSULTANT shall prepare Bid Document plans, special provisions and cost estimate for advertisement by the CITY. The Bid Document submittal will include all CITY comments. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY.
- 2.7 The CONSULTANT will assist the CITY in preparation of Maximum Extend Feasible and Public Interest Finding documentation.

Work Element 2 Assumptions:

- ◆ Existing span wire signal system will remain. Only minor adjustments in attachment height may be required to accommodate additional signal heads. No strain poles will be relocated or replaced.
- ◆ All designs will conform to City of Tacoma and WSDOT design standards and standard plans.
- ◆ The Bid Document Traffic Signal Plans will be inserted into the project plan set prepared by the CITY.
- ◆ The Signal Controller Cabinet will be replaced on the existing foundation.
- ◆ Specifications will be based on 2014 WSDOT Standard Specifications.
- ◆ Aerial photographs will be provided to the CONSULTANT by Pierce County at no cost to the CONSULTANT.
- ◆ The Draft Bid documents may be utilized for WSDOT concurrence review, if elected by the CITY.

Work Element 2 Deliverables:

- ◆ Coordination meeting minutes (assume four (4) meetings)
- ◆ Conceptual 15% Traffic Signal Layout figure (assume one (1) figure)
- ◆ 60% Design Submittal
 - Electronic (PDF) half size and full size design plans
 - Electronic (PDF & Word) specifications
 - Electronic (PDF & Excel) opinion of cost
 - Meeting notes from 60% submittal design review meeting
- ◆ Draft Bid Design Submittal
 - Electronic (PDF) half size and full size design plans
 - Electronic (PDF & Word) specifications
 - Electronic (PDF & Excel) opinion of cost
- ◆ Bid Document Submittal
 - Electronic (PDF) half size and full size design plans
 - Electronic (PDF & Word) specifications
 - Electronic (PDF & Excel) opinion of cost
 - AutoCAD 2015 drawing files of the Final Bid Documents Plans.
- ◆ Maximum Extend Feasible and Public Interest Finding documentation

Work Element 3 Mildred St W & Regents Blvd Conceptual Design

This Work Element will include preparing preliminary design layouts for the intersection of Mildred St W & Regents Blvd. The preliminary layouts will be discussed during a concept workshop.

- 3.1 Conduct a site visit to gather data necessary to aid design. Prepare photo log of existing conditions.
- 3.2 Prepare 15% Concept workshop layout and cost estimate. The CONSULTANT will prepare a layout of the proposed modifications:

- ◆ Relocate one (1) strain pole
- ◆ Provide additional push button poles as needed

Schematic layout will show locations of proposed signal poles in figure format and will not include plan sheets, specifications or details. Notations and callouts will not be included in this layout. The CONSULTANT will order aerial photographs to aid in the conceptual design.

Opinion of probable cost will be provided for traffic signal related work, but will not include additional improvements such as sidewalk and curb ramps.

- 3.3 The CONSULTANT will attend a concept design workshop to discuss and determine the preferred alternative.

Work Element 3 Assumptions:

- ◆ Improvements decided on during the concept workshop will be carried forward to 60% design.
- ◆ Aerial photographs will be provided to the CONSULTANT by Pierce County at no cost to the CONSULTANT.

Work Element 3 Deliverables:

- ◆ Full size hard copies of the 15% concept figure for discussion during the workshop.
- ◆ Meeting minutes cataloging discussion and decisions made during the concept workshop.

Work Element 4 Geotechnical Engineering

This Work Element will include geotechnical investigation and recommendations necessary for foundation design. See the attached Proposal from GeoDesign for additional information.

- 4.1 KPG's effort under this task includes review of reports and providing information such as plans, figures, and details to the Geotechnical sub consultant as required to complete the geotechnical investigation and report.

Work Element 4 Deliverables:

- ◆ Draft Geotechnical Report, One (1) electronic PDF copy of the report
- ◆ Final Geotechnical Report, One (1) electronic PDF copy of the report

Work Element 5 Mildred St W & Regents Blvd Final Design

This Work Element will include the effort required to prepare final plans, specifications and construction estimates for the interim modifications layout per Work Element 3 including signal phasing modifications, signal cabinet replacement, one (1) new strain pole including associated traffic signal head modifications, pedestrian pushbutton poles, foundations, conduit, conductors and pushbutton system. The following is a list of anticipated work items to be included within this task:

- 5.1 Coordination with City staff and outside agencies. Coordination with outside agencies such as Pierce Transit and Pierce County (Signal Technicians) will be required. The CONSULTANT will attend coordination meetings and site visits as needed. Assume one (1) Consultant staff for two (2) meetings.
- 5.2 60% Traffic Signal Plans, Special Provisions & Cost Estimate. The CONSULTANT will prepare the following plan sheets, per APWA and KPG drafting standards, for review and approval by the CITY:

Sheet List

Signalization Plan	(1 sheet)
Signalization Notes	(1 sheet)
Signalization Details	(1 sheet)

The 60% submittal will include all comments received from the 15% layout and will be formatted to provide sufficient detail for convenient field layout of all facilities proposed herein. The CONSULTANT will prepare necessary Special Provisions per Sections 8-20 and 9-29 and an opinion of probable cost. Appendices will not be included with the 60% Design submittal. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY. The CONSULTANT will attend a design review meeting with CITY staff.

- 5.3 Draft Bid Traffic Signal Plans, Special Provisions & Cost Estimate. The CONSULTANT shall prepare Draft Bid plans, special provisions and cost estimate for review and approval by the CITY. The Draft Bid submittal plans and specifications will include all comments received from the 60% review. The CONSULTANT will provide Senior level QA/QC and a constructability review by KPG construction management staff prior to submitting to the CITY.
- 5.4 Bid Document Traffic Signal Plans, Special Provisions & Cost Estimate. The CONSULTANT shall prepare Bid Document plans, special provisions and cost estimate for advertisement by the CITY. The Bid Document submittal will include all CITY comments. The CONSULTANT will provide Senior level QA/QC prior to submitting to the CITY.
- 5.5 If needed, the CONSULTANT will assist the CITY in preparation of Maximum Extend Feasible and Public Interest Finding documentation.

Work Element 5 Assumptions:

- ◆ Existing strain pole and mast arm pole on the east side of the intersection will remain. Only minor adjustments in attachment height may be required to accommodate additional signal heads.
- ◆ All designs will conform with Pierce County and WSDOT design standards and standard plans.

- ◆ Wiring Diagram for the traffic signal will not be included in the Plan sheets.
- ◆ The Bid Document Traffic Signal Plans will be inserted into the project plan set prepared by the CITY.
- ◆ The Signal Controller Cabinet will be replaced on the existing foundation.
- ◆ Specifications will be based on 2014 WSDOT Standard Specifications.
- ◆ The Draft Bid documents may be utilized for WSDOT concurrence review, if elected by the CITY.

Work Element 5 Deliverables:

- ◆ Coordination meeting minutes (assume two (2) meetings)
- ◆ Conceptual 15% Traffic Signal Layout figure (assume one (1) figure)
- ◆ 60% Design Submittal
 - Electronic (PDF) half size and full size design plans
 - Electronic (PDF & Word) specifications
 - Electronic (PDF & Excel) opinion of cost
 - Meeting notes from 60% submittal design review meeting
- ◆ Draft Bid Design Submittal
 - Electronic (PDF) half size and full size design plans
 - Electronic (PDF & Word) specifications
 - Electronic (PDF & Excel) opinion of cost
- ◆ Bid Document Submittal
 - Electronic (PDF) half size and full size design plans
 - Electronic (PDF & Word) specifications
 - Electronic (PDF & Excel) opinion of cost
 - AutoCAD 2015 drawing files of the Final Bid Documents Plans.
- ◆ Maximum Extend Feasible and Public Interest Finding documentation

Work Element 6 Assistance During Bidding

6.1 This Work Element will include preparing addenda and responding to bidders questions relayed through the CITY. It is assumed that the CONSULTANT will prepare up to three (3) addenda.

Work Element 7 Assistance During Construction

7.1 This Work Element will include availability of the CONSULTANT'S Engineer for as-needed on-site meetings to address technical details during construction. The CONSULTANT will meet with CITY staff in the field and all direction to the Contractor will be routed through the CITY. No reporting (Inspector's Daily Report) will be required. Assume four (4) on-site meetings.

Management Reserve Fund

A Management Reserve Fund (MRF) of 10% of the contract budget has been included in the budget estimate for this project. The MRF may be utilized for additional work associated with the traffic signal design for the Mildred/67th Roadway Improvements project. Prior to use of MRF funds, the CONSULTANT will provide a scope of work and budget estimate outlining the additional work. No work associated with use of MRF funds will proceed without written authorization from the CITY.

Additional Services

The CITY may require additional services of the CONSULTANT. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the CITY. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- ◆ Spare Conduit system at the intersection of Mildred St W & 22nd St W.
- ◆ Structural Engineering
- ◆ Construction Management & Inspection Services
- ◆ As-Built Drawings
- ◆ Hazardous Materials Testing
- ◆ Potholing

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.

HOUR AND FEE ESTIMATE

Exhibit E-1

Project: City of University Place
 Mildred/67th Roadway Improvements
 Traffic Signal Design
 October 15, 2015



Task Description			Labor Hour Estimate							Hours	Total Fee
			QA/QC Engineer	Senior Traffic Engineer	Traffic Project Engineer/ PM	Traffic Design Engineer	Senior Traffic Modeler	Construction Manager	Clerical		
			\$ 201.14	\$ 144.58	\$ 95.55	\$ 75.44	\$ 118.79	\$ 113.15	\$ 74.18		
Direct Salary Cost (DSC)	\$ 76.92	\$ 55.29	\$ 36.54	\$ 28.85	\$ 45.43	\$ 43.27	\$ 28.37				
Work Element 1 - Traffic Analysis											
1.1	Traffic Analysis Memo (draft & final)		2	4	8	28		4	46	\$ 4,897.86	
1.2	Traffic Analysis Review Meeting			4					4	\$ 382.19	
	Reimbursable expenses - see breakdown for details									\$ 350.00	
Task Totals			0	2	8	8	28	0	4	\$ 5,630.06	
Work Element 2 - S Mildred St & S 19th St Traffic Signal Design											
2.1	Site Visit, Photo Log			2	2				4	\$ 341.98	
2.2	Outside Agency Coordination (assume 2 meetings)			8					8	\$ 764.39	
2.3	15% Conceptual Layout		1	4	12				17	\$ 1,432.05	
2.4	60% Plans, Specifications & Estimate; Design Review Meeting	1	1	8	28			4	42	\$ 3,519.16	
2.5	Draft Bid Plans, Specifications & Estimate	1	1	4	8		4	4	22	\$ 2,080.75	
2.6	Bid Document Plans, Specifications & Estimate	1	1	4	6			8	20	\$ 1,774.03	
2.7	MEF & PIF Documentation			4					4	\$ 382.19	
	Reimbursable expenses - see breakdown for details									\$ 14.38	
Task Total			3	4	34	56	0	4	117	\$ 10,308.92	
Work Element 3 - Mildred St W & Regents Blvd Conceptual Design											
3.1	Site Visit, Photo Log			2	2				4	\$ 341.98	
3.2	15% Conceptual Layout		1	4	12				17	\$ 1,432.05	
3.3	Design Workshop			4					4	\$ 382.19	
	Reimbursable expenses - see breakdown for details									\$ -	
Task Total			0	1	10	14	0	0	0	\$ 2,156.22	
Work Element 4 - Geotechnical Engineering											
4.1	Develop Support Documents			2					2	\$ 191.10	
	Reimbursable expenses - see breakdown for details									\$ 8,220.00	
Task Total			0	0	2	0	0	0	2	\$ 8,411.10	

HOUR AND FEE ESTIMATE

Exhibit E-1

Project: City of University Place
Mildred/67th Roadway Improvements
Traffic Signal Design
October 15, 2015



	Labor Hour Estimate								Hours	Total Fee
	QA/QC Engineer	Senior Traffic Engineer	Traffic Project Engineer/ PM	Traffic Design Engineer	Senior Traffic Modeler	Construction Manager	Clerical			
	\$ 201.14	\$ 144.58	\$ 95.55	\$ 75.44	\$ 118.79	\$ 113.15	\$ 74.18			
Work Element 5 - Mildred St W & Regents Blvd Final Design										
5.1	Outside Agency Coordination (assume 2 meetings)			8					8	\$ 764.39
5.2	60% Plans, Specifications & Estimate; Design Review Meeting	1	3	32	48			4	88	\$ 7,610.27
5.3	Draft Bid Plans, Specifications & Estimate	1	1	12	16		4	4	38	\$ 3,448.66
5.4	Bid Document Plans, Specifications & Estimate	1	1	12	16			8	38	\$ 3,292.81
5.5	MEF & PIF Documentation			4					4	\$ 382.19
	Reimbursable expenses - see breakdown for details									\$ 14.38
	Task Total	3	5	68	80	0	4	16	176	\$ 15,512.70
Work Element 6 - Assistance During Bidding										
6.1	Bidder Questions/Addenda (Assume 3 Addenda)			8	8			4	20	\$ 1,664.65
	Reimbursable expenses - see breakdown for details									\$ -
	Task Total	0	0	8	8	0	0	4	20	\$ 1,664.65
Work Element 7 - Assistance During Construction										
7.1	Construction site observation (Assume 4 meeting)			16					16	\$ 1,528.78
	Reimbursable expenses - see breakdown for details									\$ -
	Task Total	0	0	16	0	0	0	0	16	\$ 1,528.78
Management Reserve (10%)										
										\$ 4,521.24
TOTAL HOURS AND TOTAL ESTIMATED FEE		6	12	146	166	28	8	40	406	\$ 49,733.67

Hourly rates are based on the following:									
Direct Salary Costs	\$ 76.92	\$ 55.29	\$ 36.54	\$ 28.85	\$ 45.43	\$ 43.27	\$ 28.37		
Overhead @ 131.49%	\$ 101.14	\$ 72.70	\$ 48.05	\$ 37.93	\$ 59.74	\$ 56.90	\$ 37.30	131.49%	
Fixed Fee @ 30%	\$ 23.08	\$ 16.59	\$ 10.96	\$ 8.66	\$ 13.63	\$ 12.98	\$ 8.51	30.00%	
Total Labor Rate	\$ 201.14	\$ 144.58	\$ 95.55	\$ 75.44	\$ 118.79	\$ 113.15	\$ 74.18		

HOUR AND FEE ESTIMATE

Exhibit E-1

**Project: City of University Place
Mildred/67th Roadway Improvements
Traffic Signal Design
October 15, 2015**



Reimbursable Breakdown

Work Element 1 - Traffic Analysis

Traffic Counts	\$ 350.00
Task 1 - Total	\$ 350.00

Work Element 2 - S Mildred St & S 19th St Traffic Signal Design

Mileage (est. 25 miles x 0.575 cents/mile)	\$ 14.38
Task 2 - Total	\$ 14.38

Work Element 3 - Mildred St W & Regents Blvd Conceptual Design

Task 3 - Total	\$ -
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Work Element 4 - Geotechnical Engineering

GeoDesign	\$ 8,220.00
Task 4 - Total	\$ 8,220.00

Work Element 5 - Mildred St W & Regents Blvd Final Design

Mileage (est. 25 miles x 0.575 cents/mile)	\$ 14.38
Task 5 - Total	\$ 14.38

Work Element 6 - Assistance During Bidding

Task 6 - Total	\$ -
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Work Element 7 - Assistance During Construction

Task 7 - Total	\$ -
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TOTAL REIMBURSABLES:	\$ 8,598.75
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FEE SUMMARY

**Project: City of University Place
Mildred/67th Roadway Improvements
Traffic Signal Design
October 15, 2015**

Description	Estimated Preliminary Engineering Fee
Work Element 1 - Traffic Analysis	\$5,630.06
Work Element 2 - S Mildred St & S 19th St Traffic Signal Design	\$10,308.92
Work Element 3 - Mildred St W & Regents Blvd Conceptual Design	\$2,156.22
Work Element 4 - Geotechnical Engineering	\$8,411.10
Work Element 5 - Mildred St W & Regents Blvd Final Design	\$15,512.70
Work Element 6 - Assistance During Bidding	\$1,664.65
Work Element 7 - Assistance During Construction	\$1,528.78
Management Reserve (10%)	\$4,521.24
Total Estimated Fee	\$49,733.67

October 14, 2015

KPG, Inc.
753 9th Avenue N
Seattle, WA 98109

Attention: Mr. Aaron Knight, P.E.

Proposal
Geotechnical Engineering Services
University Place – Signal Improvements Project
Mildred Street West and Regents Boulevard
University Place, Washington
GeoDesign Project: KPG-59-01

INTRODUCTION

GeoDesign, Inc. is pleased to present this proposal to provide geotechnical engineering services for the City of University Place (City) Signal Improvements Project at the intersection of Mildred Street West and Regents Boulevard. The project includes signal improvement to support reconfiguration of the intersection. We understand improvements will include reconfiguration of the slip lane from southbound Mildred Street West to westbound 24th Street West and possibly new signal poles to support a new signal bridge from the southwest corner of the intersection eastwards across Regents Boulevard and 67th Avenue West.

Based on published geologic maps, the area is mapped as being underlain by glacial till and outwash. A summary log for a water well at the Fircrest Golf Club located immediately east of the intersection indicates conditions consistent with the mapped geology.

SCOPE OF SERVICES

The purpose of our geotechnical services will be to provide geotechnical recommendations for design of the improvements as listed above. Our specific scope of services is summarized as follows:

- Coordinate and manage the field investigation, including obtaining street-use right-of-way and lane closure permits from the City. We anticipate that the City will waive the right-of-way permit fees associated with the project. A street-use right-of-way application will still be required along with a proposed traffic control plan specific to each exploration location.

- Complete a subsurface field investigation that includes the following:
 - Traffic control during the exploration activities within the public right-of-way
 - Exploration of the subsurface conditions at the following location:
 - One boring to support a new signal pole and reconfiguration of the slip lane, with a preliminary location within the traffic island in the northwest corner of the intersection.

The boring will be drilled to an approximate depth of 20 feet with a small track- or trailer-mounted drill rig to minimize our footprint within the right-of-way. Drilling will be completed using hollow-stem auger techniques. Our representative will collect samples from the boring and log the subsurface conditions encountered. Samples will be collected using the Standard Penetration Test at approximately 2.5-foot intervals for the initial 15 feet and then at 5-foot intervals thereafter.

We anticipate that work hours will be restricted to 9:00 a.m. through 3:00 p.m. and that traffic control services, including one flagger, will be required when working within the right-of-way and to re-route traffic around the equipment. A separate site visit will be necessary in order to mark the boring location for the utility locate request. A second visit will be necessary to verify that there are no utility conflicts at the proposed boring location prior to drilling. We anticipate the boring can be drilled in approximately three hours, after which the area will be cleared.

- Complete laboratory analyses on disturbed soil samples obtained from the exploration, including up to two moisture content determinations and one grain-size analyses.
- Prepare a draft report summarizing our findings, conclusions, and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions
 - Provide signal pole foundation design based on Washington Department of Transportation Geotechnical Design Manual M 46-03 Chapter 17-1 Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings
- Prepare a final report that incorporates acceptable revisions requested to the draft report.

SCHEDULE

We will begin work on the project upon your notification to proceed. Our report will be available within two weeks after the field work is completed. Preliminary results can be provided after the field work is completed.

FEE

Our services will be completed on a time-and-materials basis in accordance with the Schedule of Charges and General Conditions that are attached to and are part of this proposal. The estimated project cost is \$8,220 for the geotechnical scope of work described above. The following is an approximate breakdown of our charges and a detailed breakdown is attached.

Activity **Expenditures**

Subcontractors

Drilling, Coring, and Traffic Control Subcontractors \$3,700

GeoDesign, Inc.

Logistics, Field Work, Locates, and Traffic Control Plans \$1,870

Laboratory Testing 300

Geotechnical Analyses, Report, and Project Management 2,350

Subtotal \$4,520

Total **\$8,220**

◆ ◆ ◆

We appreciate the opportunity to submit this proposal. Please call if you have any questions regarding this submittal. To formally authorize our services, return a signed copy of this proposal.

Sincerely,

GeoDesign, Inc.



Kevin J. Lamb, P.E.
Principal Engineer

KJL:kt

Attachments

One copy submitted (via email only)

Document ID: KPG-59-01-101415-geop.docx

© 2015 GeoDesign, Inc. All rights reserved.

The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

_____ Organization	by	_____ Signature*
_____ Date		_____ Name Printed
		_____ Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

GeoDesign, Inc. FEE SUMMARY

Project: **University Place**
 Job No. **KPG-59-01**

Date **10/14/2015**

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2015 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Senior Lab Tech	25%
Lab Technician I	75%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet		PROJECT PHASES OR TASKS						
SCOPE: One boring to 20 feet on west side of roadway in Slip Lane		Task 1 Field Investigation	Task 2 Geotech Laboratory Testing	Task 3 Engineering Analysis and Report	Subcontractors	Total Hours	Labor Rate	Cost
CLASSIFICATION								
1.	Principal	1.0		4.0		5.0	\$203.00	\$1,015
2.	Senior Associate						\$185.00	
3.	Associate						\$174.00	
4.	Senior Project Manager						\$159.00	
5.	Project Manager II						\$149.00	
6.	Project Manager I						\$140.00	
7.	Senior Technical Specialist						\$158.00	
8.	Technical Specialist II						\$145.00	
9.	Technical Specialist I						\$131.00	
10.	Staff III	12.0	1.0	6.0		19.0	\$121.00	\$2,299
11.	Staff II						\$110.00	
12.	Staff I						\$96.00	
13.	Sr Tech						\$92.00	
14.	CAD			3.0		3.0	\$92.00	\$276
15.	Tech II						\$86.00	
16.	Tech I						\$75.00	
17.	Senior Project Assistant	1.0		4.0		5.0	\$88.00	\$440
18.	Proj Assistant			1.0		1.0	\$82.00	\$82
19.	Support Staff			1.0		1.0	\$70.00	\$70
SUBTOTAL - Labor		\$1,743	\$121	\$2,318		34.0	\$1,182	\$4,182
OVERHEAD (OH) COST (Including Salary Additives)								
FIXED FEE (FF):								
SUBTOTAL LABOR		\$1,743	\$121	\$2,318			\$1,182	\$4,182
EQUIPMENT								
	VEHICLE - GeoDesign - 1	1.5				Day	\$21.00	\$32
	VEHICLE - Mileage	60				Mile	\$0.630	\$38
	SAMPLING - GEO - MISC Sampling Equipment	1				Day	\$10.00	\$10
	SAMPLING - ENV - Water Measurement & Sampling	1				Day	\$44.00	\$44
	INSTRUMENT - GEO - VWP - GEOKON VWP and DL					Each	\$700.00	
	METER - ENV - Photolization Detector - DAY					Day	\$116.00	
SUBTOTAL EQUIPMENT		\$123						\$123.00
REIMBURSABLES:								
	Reproduction - Copy (B&W)			100		each	\$0.12	\$12.00
	Reproduction - Copy (COLOR) 11 x 17			10			\$1.50	\$15.00
SUBTOTAL REIMBURSABLES				\$27				\$27.00
LABORATORY TESTING:								
	Moisture - Oven		2			ea	\$25	\$50
	Particle Size Analysis ASTM C136		1			ea	\$126	\$126
	Particle Size Analysis Combo Sieve & hydro					ea	\$210	
SUBTOTAL LABORATORY			\$176					\$176.00
GeoDesign Charges SubTotal		\$1,866	\$297	\$2,345			\$1,508	\$4,508
SUBCONTRACTORS (include tax when applicable)								
	Driller					\$2,100	\$2,100	\$252
	Traffic Control and plan					\$900	\$900	\$108
	Utility Locate					\$300	\$300	\$36
	Portable Restroom							
	Analytical Laboratory Allowance							
SUBTOTAL SUBCONSULTANTS incl HC						\$3,696	\$3,300	\$396
ACTUAL SUBTOTAL BY PHASE incl HC		\$1,866	\$297	\$2,345	\$3,696			\$8,204.30
TOTAL - ESTIMATED FEE								\$8,204.30

GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 70	Los Angeles Deputy Grading Inspector	\$ 97
Project Assistant	\$ 82	Technical Specialist I	\$131
Senior Project Assistant	\$ 88	Technical Specialist II	\$145
Technician I	\$ 75	Senior Technical Specialist	\$158
Technician II	\$ 86	Project Manager I	\$140
Senior Technician	\$ 92	Project Manager II	\$149
CAD	\$ 92	Senior Project Manager	\$159
Staff I	\$ 96	Associate	\$174
Staff II	\$110	Senior Associate	\$185
Staff III	\$121	Principal	\$203

Equipment

	Rate
Air compressor, generator (per day)	\$ 53
Cement amending field tool	\$ 21
Cement scale and pan (per day)	\$ 26
Core drill (per day)	\$ 210
Cross-hole sonic logger (CSL) (per day)	\$ 473
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day, maximum \$1,785 per week)	\$ 945
Field California bearing ratio (CBR) equipment (per day)	\$ 231
Falling weight deflectometer (FWD) (per day)	\$1,780
Falling weight deflectometer (FWD) with GPR (per day)	\$3,040
Global positioning system (GPS) - differential (per day)	\$ 100
Global positioning system (GPS) - hand-held (per day)	\$ 30
Ground penetrating radar (GPR) - hand-pushed (per day)	\$ 525
Ground penetrating radar (GPR) - truck-mounted (per day)	\$1,260
Hand auger (per day)	\$ 37
Hydroacoustic Monitoring Equipment (per day)	\$ 263
Nuclear density gauge equipment (per hour)	\$ 11
Pile driving analyzer (PDA) (per day)	\$ 525
Pile integrity tester (per day)	\$ 210
Resistivity meter (per day)	\$ 105
Slope inclinometer equipment (per casing)	\$ 79
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$11 - 53
Total Station - Survey Equipment (per hour, maximum \$400 per day)	\$ 53
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 21
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 525
Vibration monitoring equipment (per day, maximum \$265 per week)	\$ 55

Reproduction

	Black/White	Color
8 1/2 x 11 (per finished page)	\$0.13	\$ 1.21
11 x 17 (per finished page)	\$0.32	\$ 1.58
C- or D-size plots (black/white and color - per finished plot)		\$26.25
D-size scan		\$12.60

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 170
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 650
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 100
4 points	\$ 240
Consolidation (ASTM D 2435-04; with 2 timed rebounds)	\$ 440
Direct Shear (ASTM D 3080-04)	
1 point	\$ 243
3 points	\$ 463
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 26
Moisture/Density (ASTM D 7263)	
Rings	\$ 39
Shelby tubes	\$ 39
Organic Content (ASTM D 2974)	\$ 88
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 132
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 83
Combined sieve and hydrometer (ASTM D 422-63)	\$ 221
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 221
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 386
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 441
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 597
pH of Soil (ASTM G 51)	\$ 88
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 630
Remolded sample (includes compaction and sample preparation)	\$ 945
Rice Density (ASTM D 2041)	\$ 132
Soil Resistivity (ASTM G 57)	\$ 204
Specific Gravity	
Parafilm-coated core (ASTM D 1188)	\$ 49
Rice (AASHTO T 209)	\$ 100
Gravity core specific gravity (ASTM D 2726)	\$ 17
Gravel specific gravity (ASTM C 127)	\$ 79
Sand specific gravity (ASTM C 128)	\$ 105
Soil (ASTM D 854)	\$ 110
Swell (ASTM D 4546)	
Method A	\$ 348
Method B	\$ 243
Method C	\$ 607
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 336
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 441
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$1,323
Load-controlled cyclic (ASTM D 5311)	\$1,323
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 127
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 86
Sample preparation (per hour)	\$ 68

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

COUNCIL CONSIDERATION

**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Adopt a resolution directing the City Manager to prepare a 2017-2018 biennial budget that eliminates funding for the provision of City Recreation Department services beginning in 2017, while maintaining existing service levels in respect to maintenance of the City's park properties and facilities.

Agenda No: 10
Dept. Origin: Public Works & Parks
For Agenda of: October 19, 2015
Exhibits: Resolution

Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to Form by City Atty.: _____
Approved by Finance Director: _____
Approved by Dept. Head: _____

Expenditure Required: \$0.00	Amount Budgeted: \$0.00	Appropriation Required: \$0.00
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SUMMARY / POLICY ISSUES

Due to a dramatic deterioration in City financial resources starting in 2009, the City's 2010 budget substantially reduced Recreation staffing and programs. Economic conditions have not improved measurably. After an extensive, multi-year evaluation of alternatives, given the City's financial condition and the need to make adjustments to achieve a balanced budget, Council directed staff to prepare a resolution that would eliminate the City's General Fund subsidy to the Recreation Department beginning in 2017.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution directing the City Manager to prepare a 2017-2018 biennial budget that eliminates funding for the provision of City Recreation Department services beginning in 2017, while maintaining existing service levels in respect to maintenance of the City's park properties and facilities.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, RELATING TO THE PROVISION OF RECREATION SERVICES WITHIN THE CITY BEGINNING IN 2017

WHEREAS, the City has had a robust and valued recreation program since incorporation, serving seniors, adults and children; and

WHEREAS, due to a dramatic deterioration in economic conditions generally, and in City financial resources specifically, the City's 2010 budget substantially reduced Recreation staffing and programs, with significant reliance on one-time funding and donations for ongoing recreation services; and

WHEREAS, the City's biennial budgets since 2010 have continued to rely on one-time and unanticipated revenues to cover annual deficits between revenues and expenditures, including deficits within the Recreation program; and

WHEREAS, after an extensive, multi-year evaluation of alternatives, the City Council believes that current Recreation service levels are not sustainable; and

WHEREAS, the City Council desires to provide the City Manager with direction with respect to the preparation of the City's 2017-2018 biennial budget; and

WHEREAS, the City Council is aware of an effort by residents to gather signatures to place on the ballot an initiative that would create a University Place Metropolitan Parks District for the provision of recreation services to University Place residents; and

WHEREAS, the City Council desires to provide residents of the City with a clear understanding as to next steps with regard to the City's Recreation program so that they can make decisions with regard to recreation services for themselves and their families.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Recreation Services. The City Council intends to eliminate funding for the provision of all City recreation services beginning in 2017.

Section 2. Parks Maintenance. The City Council intends to fully maintain existing service levels with respect to maintenance of the City's park properties and facilities.

Section 3. Direction to the City Manager. The City Council hereby directs the City Manager to prepare a 2017-2018 biennial budget that includes full funding for parks maintenance, but eliminates funding for Recreation programs.

Section 4. Cooperation with a University Place Metropolitan Park District. The City Council intends to work cooperatively on the transition of recreation services to a Metropolitan Park District in the event such a district is established by voters.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Adopt a resolution regarding City of Tacoma Proposition No. 3, which includes a 1.5% Utility Company Earnings Tax for Tacoma street improvements, calling on the Tacoma City Council to take no action that results in University Place residents paying an increased Tacoma utility tax without the opportunity to vote on the measure.

Agenda No: 11
Dept. Origin: City Attorney
For Agenda of: October 19, 2015
Exhibits: Resolution

Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to Form by City Atty.: _____
Approved by Finance Director: _____
Approved by Dept. Head: _____

Expenditure Required: \$0.00	Amount Budgeted: \$0.00	Appropriation Required: \$0.00
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SUMMARY / POLICY ISSUES

Tacoma Proposition No. 3 would, if approved, increase Tacoma’s utility tax on the earnings of telephone, natural gas, and electric utilities, including the City of Tacoma-owned Tacoma Power, which provides electric service to customers in University Place, and only Tacoma residents will vote on Tacoma Proposition No. 3. If Tacoma Proposition No. 3 is approved, the Tacoma City Council proposes to use the increased tax revenue to repair Tacoma streets.

If Tacoma Proposition No. 3 is approved, the Tacoma City Council could, by separate action, pass the 1.5% increase on to Tacoma Power customers both inside and outside Tacoma through a rate increase, including customers in University Place. The effect of such an action would be to pass the cost of the 1.5% Tacoma tax increase on to the University Place and other non-Tacoma electricity customers, who could not vote on the measure. University Place customers would in effect be paying a tax to repair Tacoma’s streets, without the opportunity to vote on such a tax.

The City Council understands Tacoma's need for funding for street repairs and improvements, because University Place has the same needs, but a decision by Tacoma to pass through a utility tax to University Place customers to repair Tacoma’s streets will likely make it significantly more difficult to secure funding to repair University Place streets.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution calling on the Tacoma City Council, in the event Tacoma Proposition No. 3 passes, to refrain from taking any action that results in University Place residents in effect paying an increased Tacoma utility tax to repair Tacoma streets, without having had the opportunity to vote on such an increase.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, REGARDING CITY OF TACOMA PROPOSITION NO. 3 WHICH INCLUDES A 1.5% UTILITY COMPANY EARNINGS TAX FOR TACOMA STREET IMPROVEMENTS, CALLING ON THE TACOMA CITY COUNCIL TO TAKE NO ACTION THAT RESULTS IN UNIVERSITY PLACE RESIDENTS PAYING AN INCREASED TACOMA UTILITY TAX WITHOUT THE OPPORTUNITY TO VOTE ON THE TAX MEASURE

WHEREAS, the Tacoma City Council has placed Tacoma Proposition No. 3 on the ballot for Tacoma voters in the November 3, 2015, election; and

WHEREAS, Tacoma Proposition No. 3 would, if approved, increase Tacoma's utility tax on the earnings of telephone, natural gas, and electric utilities, including the City of Tacoma-owned Tacoma Power, which provides electric service to customers in University Place; and

WHEREAS, only Tacoma residents will vote on Tacoma Proposition No. 3; and

WHEREAS, if Tacoma Proposition No. 3 is approved, the Tacoma City Council proposes to use the increased tax revenue to repair Tacoma streets; and

WHEREAS, if Tacoma Proposition No. 3 is approved, the Tacoma City Council could, by separate action, pass the 1.5% increase on to Tacoma Power customers both inside and outside Tacoma through a rate increase, including customers in University Place; and

WHEREAS, the effect of such an action would be to pass the cost of the 1.5% Tacoma tax increase on to the University Place and other non-Tacoma electricity customers, who could not vote on the measure, and University Place customers would in effect be paying a tax to repair Tacoma's streets, without the opportunity to vote on such a tax; and

WHEREAS, the City Council understands Tacoma's need for funding for street repairs and improvements, because University Place has the same needs; and

WHEREAS, a decision by Tacoma to pass through a utility tax to University Place customers to repair Tacoma's streets will likely make it significantly more difficult to secure funding to repair University Place streets;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Expression of Intent. The City Council of the City of University Place calls on the Tacoma City Council and asks that in the event Tacoma Proposition No. 3 passes, the Tacoma City Council refrain from taking any action that results in University Place residents in effect paying an increased Tacoma utility tax to repair Tacoma streets, without having had the opportunity to vote on such a tax increase.

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 19, 2015.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

STUDY SESSION

Memo

DATE: October 19, 2015
TO: City Council
FROM: Leslie Blaisdell, Deputy Finance Director 
SUBJECT: Setting the ad valorem property tax levy for 2016

Tonight's study session is regarding the 2016 Property Tax Levy. Staff is requesting direction from council relating to ad valorem property taxes, establishing the amounts to be collected in 2016 by taxation on the assessed valuation of property in the City of University Place, and setting the levy for the year 2016.

In September we received the Preliminary Certification of Assessed Values/Levy Limit Factor. Assessed values for 2015 are \$3,157,758,584 which is an increase over the 2014 values of \$3,006,817,787. 2015 assessed values are used for 2016 tax rates.

The preliminary levy limit calculation that was provided to council in September did not include the implicit price deflator (IPD) which was projected to be less than 1%. The updated levy limit calculation using the IPD (.10242%) was received on October 8, 2015, see attached.

By statute, districts assessing a levy the following year must submit a Levy Certification and their approved Ordinance or Resolution no later than November 30th. In order to implement an increase for 2016, it is necessary to adopt an ordinance imposing an increase in the regular property tax levy for 2016.

We have 3 options:

1. Pass an Ordinance allowing the City to increase the Highest Lawful levy by the lesser of 1% or the IPD. This would result in an increase of \$4,143.67 which is an increase to our highest lawful levy of .10242% over the 2015 Levy based on the IPD. The increase to an average property owner is \$0.31 per year.
2. When the IPD is less than 1% districts can pass a second Ordinance demonstrating and stating the nature of a substantial need to levy up to 1%. This ordinance must be passed by a supermajority (majority plus one) vote of the council. This would result in an increase of \$10,138.99 which is an increase of .251% over the 2015 Levy. The increase to an average property owner is \$0.75 per year.
3. Do not pass an ordinance to increase the Highest Lawful levy by the lesser of 1% or the IPD. This would result in no increase to our highest lawful levy.

The adopted budget for 2016 assumes an increase in the City's ad valorem property tax.

Staff will bring back an ordinance on November 2nd upon receiving direction from Council as to which option they want.



Pierce County

Office of the Assessor-Treasurer

2401 South 35th Street, Room 142
Tacoma, Washington 98409-7498
(253) 798-6111 • FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

Mike Lonergan
Assessor-Treasurer

MEMORANDUM

DATE: September 11, 2015
TO: Pierce County Taxing Districts
FROM: Mike Lonergan, Assessor-Treasurer
RE: Preliminary Certification of Assessed Values/Levy Limit Factor

Enclosed is the Preliminary Certification of Assessed Values for your taxing district. These values include last year's State Assessed Property Values.

For budget preparation assistance to applicable districts, Levy limit factor worksheets, court ordered refund information, and sample ordinance/resolutions are included.

Submit original ad valorem Budget / Levy Certifications & an approved Ordinance or Resolution no later than November 30th:

Pierce County Council
Attention: Clerk, Rm. 1046
County City Building
930 Tacoma Ave. S
Tacoma, WA 98402

And a copy to:
Pierce County Assessor-Treasurer
Attention: Levy Dept.
2401 S. 35th St. Rm. 142
Tacoma, WA 98409

(Failure to submit a budget request & the district's Resolution/Ordinance may adversely affect next year's Levy collection)

Preliminary Values Are Subject to Change.

Districts will receive **Final** values in December.

Amended Levy Certifications may be submitted to the Pierce County Assessor-Treasurer after final values have been calculated.

The district's Ordinance/Resolution **must** identify these three components.

- The **dollar amount of the previous year's levy**. The actual levy received, including refunds.
- The **dollar amount of increase** reflects the difference between the previous year's actual levy and the 1% growth of the highest lawful levy, or a lesser amount if banking levy capacity.
- The **percent of increase** equals the change over the prior year's actual levy plus the dollar amount of increase equal to the district's highest lawful levy for this year, or a lesser amount if banking levy capacity.

See reverse for answers to frequently asked questions.

Levy FAQs

Q. How should the Ordinance/Resolution read if the district is limited at a lesser amount due to the statutory maximum rate limit?

A. Prepare the document as though there is no limit due to the statutory maximum rate. Add language to inform the district's taxpayers of the rate limit and the projected allowable levy to the Ordinance/Resolution.

The Ordinance/Resolution must contain three amounts; last year's actual levy, the dollar amount & percent of increase needed for the following year. The intent of the district must be clear in the Ordinance/Resolution.

Q. Why does the sample Ordinance/Resolution show more/less than 1%?

A. The 1% limit refers to the limitation of increase to a district's highest lawful levy known as the Levy Limit Factor. The percent of increase approved in a district's Ordinance/Resolution equals the change over the prior year's actual amount levied plus the dollar amount of increase for the next year's budget needs.

- **The simple act of passing an Ordinance/Resolution allows a district to increase the Highest Lawful levy by the lesser of 1% or the IPD, depending on the size of the district.**
- **The increase authorized in the document identifies how much of that increase is required for the next year's budget needs.**

Q. Why does the sample show \$0 increase and an increase of 0%?

A. The total amount levied in the prior year is more than this year's increase from the limit factor, the district should ask for a \$0 and 0% increase. This does not affect any increase allowed by the limit factor increase of the highest lawful levy. Once a district passes the Ordinance/Resolution the Highest Lawful levy is allowed to increase by the limit factor.

A district's Ordinance or Resolution controls two levy limitations;

- 1. The act of passing a resolution/ordinance allows the Limit Factor increase (lesser of 1% or the IPD) to the highest lawful levy.**
- 2. The authorized percent and dollar amount stated increase over the prior year's actual, Certified levy request.**

Q. What documents need to be submitted by November 30?

A. No later than November 30, provide a copy of the approved Ordinance/Resolution & the Levy Certification (Budget Request).

Fire districts must also provide a Full Time Paid Employee letter.

FAILURE TO PROVIDE THESE DOCUMENTS BY THE DUE DATE COULD ADVERSLEY AFFECT YOUR LEVY.



Pierce County

Mike Lonergan, Assessor-Treasurer

2401 South 35th Street
Tacoma, WA 98409-7498
(253) 798-6111 FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

September 1, 2015

OFFICIAL NOTIFICATION TO: **UNIVERSITY PLACE**

RE: 2015 PRELIMINARY ASSESSED VALUES

FOR REGULAR LEVY

Total Taxable Regular Value	3,157,758,584
Highest lawful regular levy amount since 1985	4,039,436.46
Last year's actual levy amount	4,045,431.78
Additional revenue from current year's NC&I	52,459.06
Additional revenue from annexations (RCW 84.55)	0.00
Additional revenue from administrative refunds (RCW 84.69)	8,658.65
<i>No additional revenue from administrative refunds will be allowed if you are limited by your statutory rate limit.</i>	
Additional revenue from increase in state-assessed property	0.00

FOR EXCESS LEVY

Taxable Value	3,094,722,511
Timber Assessed Value	-
Total Taxable Excess Value	3,094,722,511
 2015 New Construction and Improvement Value	 38,990,850

*If you need assistance or have any questions regarding this information, please contact Kim Fleshman
253.798.7114 kfleshm@co.pierce.wa.us.*



Pierce County

Mike Lonergan, Assessor-Treasurer

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ATLAS (253) 798-3333
www.piercecountywa.org/atr

TAX LEVY LIMIT 2015 FOR 2016

**UNIVERSITY PLACE
> 10,000**

REGULAR TAX LEVY LIMIT:

2014

A. <u>Highest regular tax which could have been lawfully levied beginning with the 1985 levy [refund levy not included] times limit factor (as defined in RCW 84.55.005).</u>	4,039,436.46 1.00251 4,049,575.45
B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).	38,990,850 1.345419665099 52,459.06
C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).	26,496,784 26,496,784 0.00 1.345419665099 0.00
D. REGULAR PROPERTY TAX LIMIT (A + B + C)	4,102,034.50

ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.	4,102,034.50 3,157,758,584 1.299033600177
F. Annexed area's current assessed value including new construction and improvements times rate found in E above.	0.00 1.299033600177 0.00
G. NEW LEVY LIMIT FOR ANNEXATION (D + F)	4,102,034.50

LEVY FOR REFUNDS:

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)	4,102,034.50 8,658.65 4,110,693.15
I. TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H)	4,110,693.15
J. Amount of levy under statutory rate limitation.	3,157,758,584 1.600000000000 5,052,413.73
K. LESSER OF I OR J	4,110,693.15

Comprehensive Plan Update Meeting Growth Targets

University Place City Council

Study Session

October 19, 2015

Update Status

- July 1 Planning Commission Public Hearing
- July 28 Planning Commission Recommendation
- Aug 10 Tacoma-Pierce County Health Dept. Letter
✓ Concerns Addressed
- Aug 11 Puget Sound Regional Council (PSRC) Letter
→ GROWTH TARGETS ISSUE OUTSTANDING
- Aug 17 City Council Study Session
- Aug 27 Wa State Dept. of Transportation Letter
✓ Concerns Addressed
- Sept 10: Dept. of Commerce Letter
→ GROWTH TARGETS ISSUE OUTSTANDING
- Sept 21 City Council Study Session
✓ Council Concerns Addressed at August 17th Council Meeting

Update Status (con't.)

- Oct 12 Study Session – New Growth Targets Proposed
- Oct 13 Employment Capacity Analysis sent to PSRC
- Oct 19 Growth Targets Proposal Study
- Oct 19 Development Regulation Amendments for Targets
- Nov 2 City Council Public Hearing – 37th Street Public Notice
- Nov 16 Comprehensive Plan Update Consideration
- Nov 16 Development Regulation Consideration
- Submit Comprehensive Plan to PSRC for Certification

Proposal for Meeting Citywide Population and Housing Unit Targets

Adopt New Target

41,400



20,500



By 2035



- Increase allowed density in Community Commercial, Mixed Use, Multi-family Zones (most of which are located in the Regional Growth Center) validating the City's intention to promote growth in the Regional Growth Center
- Further define density and employment growth strategy in Subarea Plan

Proposed Density Increases

Zone	Maximum Density
Multi-Family Low	35 <u>40</u>
Multi-Family High	60
Mixed Use Office	35 <u>65</u>
Mixed Use	35 <u>65</u>
<u>27th Street Mixed Use</u>	35 <u>50</u>
Mixed Use Maritime	35
Community Commercial	35 <u>65</u>
Town Center	No Maximum Density

Revised Update Proposal

Extending this rate of population increase to 2035 results in a 2035 population target of 41,400. Therefore, for the planning period 2015-2035 the City needs to plan for a population increase of 10,000. While the City is required to plan to accommodate an additional 10,000 persons by 2035, such growth is questionable given the City's historic growth rate of 0.44% (see **Table 3-3** below).

The City's population growth would need to more than **triple** to 1.34%, over the next 20 years in order to meet the County and regionally adopted targets. Such accelerated growth is highly unlikely.

Optional Revised Update Proposal

Extending this rate of population increase to 2035 results in a 2035 population target of 41,400. Therefore, for the planning period 2015-2035 the City needs to plan for a population increase of 10,000. ~~While the City is required to plan to accommodate an additional 10,000 persons by 2035 such growth is questionable given the City's historic growth rate of 0.44% (see Table 3-3 below).~~

~~The City's population growth would need to more than triple to 1.34%, over the next 20 years in order to meet the County and regionally adopted targets. Such accelerated growth is highly unlikely.~~

Revised Proposal Outcome

- Update 2008 Population to 2014 → 31,400
- Extend 2030 Target to 2035 = 39,540 → 41,400
- Plan to Accommodate 41,400 – 31,400 = **10,000**
- Change Persons Per Housing Unit (PPH) from 2.4 to 1.5
- Accommodate 10,000 at **1.5 PPH**
- $10,000 / 1.5 =$ **6,666** More Housing Units Needed
- Housing Unit Capacity with Proposal → **7,306**
- Population Capacity with Proposal @ 1.5 PPH = **10,959**

R1 & R2 Zone Capacity

R1 and R2 Development Capacity

Zone	Building Sites	Proposed Lots	Undeveloped Vacant Land (Potential Lots)	Underdeveloped Land (Potential Lots)
R1	172	50	815	714
R2	4	169	411	376
Subtotal	176	219	1,226	1,090

R1 and R2 Zoned Lots

Type	Gross Lots	Market Assumption	Net Lots
Building Sites	176	100%	176
Proposed Lots	219	100%	219
Underdeveloped Lots	1,226	70%	858
Undeveloped Land (vacant lots)	1,090	85%	926
Total			2,180

Vacant Land in Multi-Family and Commercial Zones

Residential Capacity of Vacant Lands in Multifamily and Mixed-Use Zones

Zone	Vacant Land (Acres)	Maximum Density	Gross Units	Market Assumption	Net Units
Multifamily High	9.56	60	573	90%	515
Multifamily Low	4.62	40	184	90%	166
Mixed Use	7.17	65	466	50%	375 ¹
Mixed Use Office	4.46	65	289	50%	144
Community Commercial	4.26	65	276	50%	138
Town Center	6.35	100	635	70%	700 ²
Total					2,040

Underdeveloped Land in Multi-Family and Commercial Zones

Residential Capacity of Underdeveloped Lands in Multifamily and Mixed-Use Zones

Zone	Under-developed (Acres)	Maximum Density	Gross Units	Existing Units	Redevelopment Assumption	Net Units
Multifamily High	29.44	60	1,766	648	50%	559
Multifamily Low	19.68	40	787	189	50%	299
Mixed Use	26.43	65	1,718	14	50%	851
27 th Street Mixed Use	12.80	50	640	69	50%	285
Mixed Use Office	7.21	65	469	22	50%	210
Mixed Use Maritime	12.04	35	421	0	50%	210
Community Commercial	6.92	65	450	17	50%	216
Town Center	6.35	100	635	4	70% ²	441
Total						3,087

Adding it UP

- According to **Table 3-6**, there is a capacity for 2,180 additional single family dwelling lots in the R1 and R2 Zones.
- At 1.5 average persons per household, these lots can accommodate a population of 3,270 people.
- With a vacant land capacity of 2,040 multifamily units and underdeveloped land capacity of 3,087 multifamily units, the City can reasonably expect to accommodate an additional 7,690 people in 5,127 in the multifamily Town Center, Community Commercial and, mixed-use zones.
- The total current residential capacity based on stated development assumptions is 7,307 housing units for 10,960 people, which exceeds the City's 2035 population growth target of 41,400 by 960 people.

Proposal Comp Plan Text Regarding Employment Targets

“Because the current planning period is 2015 – 2035, the number of new jobs required to meet targets within this time period, need to be updated from 2009 and the 2030 employment target needs to be extended to 2035. According to employment data employment in the City increased between 2009 and 2014, from 6,593 to 6,940. Using the method to extend population and housing targets to 2035 for employment results in a 2035 employment growth target of 10,400.”

“Like population and housing targets, the City is required provide the employment capacity to accommodate the employment target despite a historical employment growth rate far below that which is needed to meet adopted targets.”

Alternative Comp Plan Text Regarding Employment Targets

“Because the current planning period is 2015 – 2035, the number of new jobs required to meet targets within this time period, need to be updated from 2009 and the 2030 employment target needs to be extended to 2035. According to employment data employment in the City increased between 2009 and 2014, from 6,593 to 6,940. Using the method to extend population and housing targets to 2035 for employment results in a 2035 employment growth target of 10,400.”

~~“Like population and housing targets, the City is required provide the employment capacity to accommodate the employment target despite a historical employment growth rate far below that which is needed to meet adopted targets.”~~

Planning Commission Recommendation

“Commercial and mixed-use areas have scattered vacant parcels, many under-used sites, and vacant commercial spaces in existing buildings. Zoning additional areas for commercial use would continue extending a strip pattern along major arterials and affect the economic vitality of core business areas. It would also conflict with regional and county land use and transportation policies that favor directing growth into concentrated urban centers to help reduce automobile trips and miles traveled. Therefore, this Plan does not support adding new acreage for commercial use. Instead, the emphasis is on intensification of use in existing commercial and mixed-use zones.”

Proposed Text to Explain Employment Capacity

A significant portion of the labor force in University Place works at non-residential sites in residential zones. For example, all schools are in residential zones, as is the County's Environmental Services Building and Waste Water Treatment Plant, where hundreds of County employees work. Table 3-11 shows where employment can be intensified in existing commercial, mixed use, industrial and residential zones. The number of jobs per acre used in Table 3-11 is based on the Pierce County Buildable Lands report by land use type. According to Tables 3-10 and 3-11 the City has enough employment capacity to accommodate its 2035 employment growth target.

Proposed Employment Capacity Analysis

Zone	Acres	Jobs / Acre ¹	Job Capacity
Town Center	30	19.37	581
Community Commercial	47	19.37	910
Neighborhood Commercial	52	19.37	1,007
Mixed Use	88	19.37	1,704
Mixed Use - Office	30	19.37	581
Mixed Use Marine	14	19.37	271
Light Industrial Business Park	53	8.25	437
Residential Schools	155	19.37	3,138
Residential Other Non-Residential Uses	135	8.25/19.37 ²	1,859
Total Employment Capacity			10,480



Memo

DATE: October 13, 2015

TO: City Council

FROM: David Swindale, Director, Planning and Development Services

SUBJECT: Regional Growth Center Subarea Plan Ad-Hoc Advisory Committee

On December 10, 2014 the Puget Sound Regional Council designated an existing 465-acre commercial, multifamily and mixed use area within University Place a "Provisional Regional Growth Center". In order to obtain a non-provisional designation as a Regional Growth Center, the City is required to adopt a subarea plan for the Regional Growth Center within two years of provisional designation.

Anticipating this requirement, the City Council identified the development of a subarea plan for the Regional Growth Center as a 2015-2016 City Council Goal. Further, Policy LU12B of the 2015 Comprehensive Plan update directs the City to develop and implement a subarea plan for the Regional Growth Center, focusing on three districts: the Town Center District, the 27th Street Business District and the Northeast Mixed Use District.

There is a diverse collection of interests represented in the three districts of the subarea planning area. It is important that these distinct voices are heard. It would be beneficial to develop broad representation on the Regional Growth Center Subarea Plan Ad-hoc Advisory Committee. The Ad-hoc Advisory Committee would develop the project scope, assist in the selection of one or more consultants, conduct community outreach, develop conceptual subarea plans, propose guiding policies, zoning entitlements, and development and design standards, and provide recommendations to the Planning Commission and City Council.

A draft resolution is attached that would establish the committee, define its purpose, and provide guidance for membership, organization and meetings. Membership would be structured to ensure broad representation including Planning Commission and Economic Development Commission members, individuals with interests in each of the three subarea districts, and individuals with economic development background, architectural or urban design background, and other relevant background relevant to the subarea planning process.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ESTABLISHING A REGIONAL GROWTH CENTER SUBAREA PLAN AD-HOC ADVISORY COMMITTEE, DEFINING ITS PURPOSE, AND PROVIDING GUIDANCE FOR MEMBERSHIP, ORGANIZATION AND MEETINGS

WHEREAS, VISION 2040, the long-range growth, economic and transportation strategy for King, Pierce, Snohomish and Kitsap counties, envisions a region composed of diverse economically and environmentally healthy communities framed by open space and connected by a high-quality, efficient transportation system; and

WHEREAS, a key goal of VISION 2040 is focusing development in urban growth areas, and directing an increased portion of regional jobs and housing growth that occurs within urban areas into regional growth centers; and

WHEREAS, based on 2009-2010 adopted City Council goals the City sought designation of a Regional Growth Center in University Place; and

WHEREAS, on December 10, 2014 the Puget Sound Regional Council designated an existing 465-acre commercial, multifamily and mixed use area within University Place a "Provisional Regional Growth Center"; and

WHEREAS, in order to obtain a non-provisional designation as a Regional Growth Center, the City is required to adopt a subarea plan for the regional growth center within two years of provisional designation; and

WHEREAS, the City Council has adopted the development of a subarea plan for the Regional Growth Center as a 2015-2016 City Council Goal; and

WHEREAS, Policy LU12B of the 2015 Comprehensive Plan update directs the city to develop and implement a subarea plan for the Regional Growth Center, focusing on three districts: the Town Center District, the 27th Street Business District and the Northeast Mixed Use District; and

WHEREAS, the planning for these subarea districts and the larger community would benefit from the formation of a Subarea Plan Ad-hoc Advisory Committee, to develop the project scope, conduct community outreach, develop a draft subarea plan and provide recommendations to the Planning Commission; and

WHEREAS, there is a diverse collection of interests represented in the three districts of the subarea planning area, and it is important that these distinct voices and the public interest are considered through broad community representation on the Regional Growth Center Subarea Plan Ad-hoc Advisory Committee; and

WHEREAS, on October 5, 2015, the City Council directed staff to bring a Resolution establishing a Regional Center Subarea Plan Ad-Hoc Advisory Committee to the City Council for consideration;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Regional Growth Center Subarea Plan Ad-Hoc Advisory Committee. There is hereby established a Regional Growth Center Subarea Plan Ad-Hoc Advisory Committee for the City of University Place.

Section 2. Purpose. The purposes of the Regional Growth Center Subarea Plan Ad-Hoc Advisory Committee are to (1) develop a scope of work that should include or address: the selection of consultant(s); public outreach; visioning; preparation of conceptual subarea plans; assessment of revenue opportunities and potential fiscal impacts; and preparation of zoning entitlements, development regulations, and design standards and guidelines; and (2) work with staff, consultant(s), appointed and elected officials, and stakeholders in developing a draft subarea plan for consideration by the Planning Commission and City Council.

Section 3. Membership. The membership of the Regional Growth Center Subarea Plan Ad-Hoc Advisory Committee shall consist of nine members including at least one member of the Planning Commission and one member of the Economic Development Commission. Each of the three subarea plan districts shall be represented on the Committee by a member with an interest in the district. In order to achieve broad representation, the Committee shall also include at-large members with economic development background, architectural or urban design background and experience, and other background relevant to the subarea planning process. Appointments to the Committee shall be made by the City Council.

Section 4. Committee Organization. At the first meeting of the Committee, its members shall organize by election from the members of the Committee a Chair, Vice Chair and other such officers as to be determined by the Committee. It shall be the duty of the Chair to preside at all meetings. The Vice Chair shall perform this duty in the absence of the Chair.

Section 5. Committee Meetings. The Committee shall set its own meeting dates and shall give notice of such meetings in compliance with the Open Public Meetings Act of the State of Washington.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON _____, 2015.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney