

Town Hall Meeting Room
3715 Bridgeport Way West

6:30 pm

- 1. CALL REGULAR MEETING TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE – Mayor Figueroa
- 4. APPROVAL OF MINUTES – June 12, 2017 and June 19, 2017
- 5. APPROVAL OF AGENDA

6:35 pm

- 6. PRESENTATIONS
 - Certificate of Achievement - Enzo Zhao
 - Certificate of Achievement - Tahoma Audubon Youth Bird Drawing Contest Winners
 - Public Safety Report - DUI Emphasis/Target Zero, Police Chief Blair

7:00 pm

- 7. PUBLIC COMMENTS – (At this time, citizens have three minutes to address the Council on any matter not scheduled for Public Hearing or Council Consideration. State law prohibits the use of this forum to promote or oppose any candidate for public office or ballot measure. Public comments are limited to three minutes. Please provide your name and address for the record.)

7:05 pm

- 8A- CONSENT AGENDA
- 8F. Motion: Approve or Amend the Consent Agenda as Proposed

The Consent Agenda consists of items considered routine or have been previously studied and discussed by Council and for which staff recommendation has been prepared. A Councilmember may request that an item be removed for the Consent Agenda so that the Council may consider the item separately. Items on the Consent Agenda are voted upon as one block and approved with one vote.

- A. Receive and File: Payroll and Claims.
- B. Adopt a resolution declaring the 2004 Tymco 600 Sweeper as surplus and authorize its disposal.
- C. Adopt a resolution ratifying the City's agreement with Tyler Technologies for the purchase and implementation of an on-premise EnerGov Permits & Licensing System.
- D. Pass an ordinance granting a twenty-year extension of Ordinance No. 165, the City's non-exclusive franchise to the City of Tacoma Department of Public Utilities, Light Division.
- E. Pass an ordinance granting a twenty-year extension of Ordinance No. 166, the City's non-exclusive franchise to the City of Tacoma Department of Public Utilities, Water Division.
- F. Authorize the purchase of easements in the amount of \$147,800.00 from 64th and Bridgeport of Nevada, LLC, over a portion of parcel #0220271062 for the Bridgeport Way Phase 4 project and authorize the City Manager to execute all necessary documents.

COUNCIL CONSIDERATION – (The following item(s) will require Council action.)

7:10 pm

- 9. NEW CITY COMMISSION ORDINANCE
 - Staff Report
 - Public Comment
 - Council Consideration

7:20 pm

- 10. CITY MANAGER & COUNCIL COMMENTS/REPORTS

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.)

7:30 pm

11. ADVISORY BALLOT MEASURE ON FIREWORKS

8:00 pm

12. ADJOURNMENT

***PRELIMINARY CITY COUNCIL AGENDA**

August 7, 2017

Regular Council Meeting

August 21, 2017

Regular Council Meeting

September 5, 2017

Regular Council Meeting

September 18, 2017

Regular Council Meeting

Preliminary City Council Agenda subject to change without notice*

Complete Agendas will be available 24 hours prior to scheduled meeting.

To obtain Council Agendas, please visit www.cityofup.com.

**American Disability Act (ADA) Accommodations Provided Upon Advance Request
Call the City Clerk at 253-566-5656**

APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE AND CITY OF LAKEWOOD
DRAFT MINUTES
Joint Special Meeting
Monday, June 12, 2017
City of Lakewood, City Council Chambers**

CALL TO ORDER

Mayor Anderson and Mayor Figueroa called the meeting to order at 6:02 p.m.

ROLL CALL

Lakewood City Councilmembers Present: Mayor Don Anderson, Deputy Mayor Jason Whalen; Councilmembers Mike Brandstetter, Mary Moss, John Simpson, Marie Barth and Paul Bocchi.

University Place Councilmembers Present: Mayor Javier Figueroa, Mayor Pro Tem Kent Keel, Councilmembers Caroline Belleci, Chris Nye and Steve Worthington.

University Place Councilmembers Excused: Councilmembers Ken Grassi and Denise McCluskey

NEW BUSINESS: REVIEW OF THE REGIONAL CENTERS FRAMEWORK REPORT/PUGET SOUND REGIONAL COUNCIL UPDATE

Mayor Anderson and Mayor Figueroa welcomed Mr. Josh Brown, Executive Director of the Puget Sound Regional Council.

Mr. Brown described the content of his March 1, 2017 letter addressed to the Lakewood City Manager relative to population figures.

Discussion ensued on how the population projections were derived; concerns about resolving issues relative to regional centers; why is the JBLM military installation not recognized as a military installation in the Regional Centers Framework Report; concerns that comments PSRC stated tonight are in direct conflict with what is written in the report that were approved by the Board. Further discussion ensued concerning the PSRC Board preparing its own Regional Centers Framework report separate from the staff report; suggesting that PSRC provide jurisdictions with appropriate notice of upcoming changes so jurisdictions can make adjustments as needed; what value is PSRC bringing to Lakewood given the socio economic condition of Lakewood besides transportation planning; providing for grandfathering provisions when the rules keep changing; CEOs have a lot of influence on elected Boards and it appears that there is finger pointing between staff and elected officials; and what message will be taken back to the PSRC Board from the Councils of Lakewood and University Place.

Further discussion ensued that resolutions be forthcoming from this meeting. Concerns were expressed that one size doesn't fit all, especially from large places to small places. Strong concerns were expressed that Lakewood is one of the most truly diverse city in the State with over half of its housing being low-income. For Seattle to tell Lakewood that it needs to have social equity when it has 50 plus percent low-income housing and it will need to have more low-income housing without the industry to generate the taxes to pay for, and as PSRC grows, and its influence grows, its southern neighbors will be more concerned if PSRC doesn't change its course without options for more greater diversity.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:20 p.m.

Minutes taken by:
Alice Bush, MMC
City Clerk – City of Lakewood

Submitted by:

Emy Genetia
City Clerk

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, June 19, 2017
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL

Roll call was taken by the City Clerk as follows:

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

Staff Present: City Manager Sugg, City Attorney Victor, Planning & Development Services Director Swindale, Public Works, Parks and Facilities Director Cooper, Executive Director/ACM Craig, Paralegal Grover, IT/Communications Manager Seesz, and City Clerk Genetia.

Planning Commission Members Present: Cliff Quisenberry, Frank Boykin, Jr., Stephen Smith, Ken Campbell, Tony Paulson, David Graybill, Tonya Mushallo.

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

The motion carried.

3. PLEDGE OF ALLEGIANCE

Councilmember Belleci led Council in the Pledge of Allegiance.

4. APPROVAL OF MINUTES

MOTION: By Councilmember Belleci, seconded by Councilmember McCluskey, to approve the minutes of June 9, 2017 as submitted.

The motion carried.

5. APPROVAL OF AGENDA

MOTION: By Councilmember Grassi, seconded by Councilmember Belleci, to approve the agenda.

The motion carried.

6. PRESENTATIONS

Councilmember Belleci presented a proclamation to Gerry Jackl, University Place Lions Club president, declaring July as International Lions Club month in celebration of its 100 years of service.

Councilmember Belleci also presented Daniel Krot with a Certificate of Achievement award for his outstanding accomplishment and academic achievement in qualifying for the National finals of the National History Bee National Championship.

7. CITY MANAGER'S REPORT

City Attorney Victor provided Council with information on issues/circumstances surrounding Revolutionary Fitness' code compliance efforts.

8. PUBLIC COMMENTS – The following individual provided comment: *Dan Nebres, 5112 Sunset Drive West.*

9. CONSENT AGENDA

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

- A. Receive and File: Claims dated 06/15/17, check nos. 51979912 through 51979990, wire transfer no. 20836455 in the total amount of Four Hundred Eighty-Three Thousand Seven Hundred Eighty-One and 23/100 Dollars (\$483,781.23).
- B. Adopt a resolution amending the Council Rules of Procedure to add that Regular meetings, including Study Sessions held during Regular meetings, will be televised, and that the televising of any study session outside of the Regular meetings will be approved by a super majority vote of the Council. **(RESOLUTION NO. 839)**
- C. Adopt a resolution approving a Lease with a tenant for Retail Unit "A" of the University Place Library Civic Building. **(RESOLUTION NO. 840)**

The motion carried.

JOINT PUBLIC HEARING WITH THE PLANNING COMMISSION

10. CHAMBERS CREEK PROPERTIES DESIGN STANDARD AMENDMENTS

Staff Report – Planning and Development Services Director Swindale presented the proposed amendments to the City's Zoning Code. He indicated that Pierce County has requested that the City of University Place amend UPMC Title 19, Chapter 19.10 Definitions, Chapter 19.25 Uses and Use Tables, Chapter 19.45 Density and Dimension, and Chapter 19.57 Chambers Creek Overlay Design Standards, in order to implement the recently adopted Chambers Creek Properties Master Site Plan Update, by allowing extended stay lodging as a use in the Chambers Creek Properties Overlay.

The proposal includes amendments to reflect new and amended modifications to the definitions of lodging, extended stay, hotel or motel, and rooming house; proposed new lodging types including extended stay, hotel, motel and rooming house; amendments to the use tables and use table notes to allow extended stay and lodging in the R-1 zone, but only in the Chambers Creek Properties Overlay zoning in conjunction with the resort hotel; amendments to the density and dimension tables to allow a residential use in the Chambers Creek Properties Overlay zone, limiting the number of extended stay units allowed to 130 in conjunction with a resort hotel; and amendments to the Chambers Creek Properties Overlay Design Standards, increasing the number of hotel/extended stay units from 124 to 190, providing specific floor areas for each use type and allowing the flexibility of distributing parking spaces between uses without reducing the overall number of parking spaces required.

Director Swindale indicated that the procedural requirements for the proposed development regulation amendments have been fulfilled and that the proposed amendments are consistent with the goals, objectives and policies of the City's Comprehensive Plan.

The Planning Commission, after review of the findings, recommends adoption of the proposed changes.

Public Comment – None.

COUNCIL CONSIDERATION

11. CHAMBERS CREEK PROPERTIES DESIGN STANDARD AMENDMENTS

Council Consideration – **MOTION:** By Councilmember Belleci, seconded by Councilmember Grassi, to pass an ordinance amending UPMC Title 19 Zoning, to add and amend definitions of lodging and lodging use types, to permit residential use in the Chambers Creek Properties Overlay and to amend the Chambers Creek Properties Overlay Design Standards.

The motion carried. (ORDINANCE NO. 689)

12. COUNCIL COMMENTS/REPORTS

Councilmember Worthington commented on Council's recent study of the City's fireworks code, stating that at the time, Council did not have adequate time to push the legislation through. He informed the public that study on the issue will continue after July for implementation in 2019. He also stated that he would like to see a process on the use of public common space.

STUDY SESSION

At 7:35 p.m., Council concluded its business meeting and recessed to study session.

13. NEW CITY COMMISSIONS ORDINANCE

City Attorney Victor presented a draft ordinance that would amend UPMC Title 1 to add a new Chapter 1.35 Legislative Policy Advisory Commissions, to supersede and replace all former resolutions on the subject. He indicated that the drafted ordinance reflects Council's decisions from prior study sessions. He provided an overview on new procedures included in the ordinance.

After discussion, Council agreed to amend the proposed ordinance to reflect the following:

- Eliminate the term limit;
- Reinstate the youth position for Parks Advisory Commission;
- Have the Commission Chair or Co-Chair provide a report on commission work progress on a quarterly basis;
- Require Commission Chair or Co-Chair to be present with staff for the first study session of their recommendation/proposal to be able to bring their perspective firsthand and to relay any dissenting opinion directly to Council;
- Remove the language "absent four consecutive meetings" from attendance requirement to make it equitable; and
- Require City Commissions to attend an annual joint dinner meeting with the City Council.

A revised ordinance reflecting the above changes will be brought forth for Council consideration.

14–15. TACOMA POWER AND WATER FRANCHISE EXTENSION

City Attorney Victor informed Council that the City of Tacoma Department of Public Utilities' power and water franchise agreements will expire on October 15, 2017. Tacoma Public Utilities has requested a twenty-year extension of the Franchise Agreements for both power and water services. Mr. Victor, after

pointing out the features of the agreements and its material advantages to the City, recommends that the City approve the franchise agreement extensions for another twenty years.

After discussion, Council directed staff to bring forth an ordinance extending the franchise agreements for both power and water services for Council consideration.

16. ADJOURNMENT

The meeting adjourned at 8:30 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

PRESENTATIONS

CERTIFICATE OF ACHIEVEMENT

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
COMMEND

ENZO ZHAO

FOR HIS OUTSTANDING ACCOMPLISHMENTS AND DEDICATION IN PLAYING THE PIANO.
ENZO HAS PARTICIPATED IN THE AMERICAN PROTÉGÉ INTERNATIONAL PIANO &
STRINGS COMPETITION AND HAS PERFORMED TWICE AT THE CARNEGIE HALL.

PRESENTED ON JULY 17, 2017.

JAVIER H. FIGUEROA, MAYOR



CERTIFICATE OF ACHIEVEMENT

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
COMMEND

ALEXANDRA KAMALU

FOR HER OUTSTANDING TALENT AND ACHIEVEMENT
TO WIN FIRST PLACE IN THE 1ST AND 2ND GRADE DIVISION OF THE
TAHOMA AUDUBON YOUTH BIRD DRAWING CONTEST.

PRESENTED ON JULY 17, 2017.

JAVIER H. FIGUEROA, MAYOR



CERTIFICATE OF ACHIEVEMENT

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
COMMEND

LILY SARROZA

FOR HER OUTSTANDING TALENT AND ACHIEVEMENT
TO WIN FIRST PLACE IN THE 3RD AND 4TH GRADE DIVISION OF THE
TAHOMA AUDUBON YOUTH BIRD DRAWING CONTEST.

PRESENTED ON JULY 17, 2017.

JAVIER H. FIGUEROA, MAYOR



CERTIFICATE OF ACHIEVEMENT

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
COMMEND

OLIVIA BOWLDEN

FOR HER OUTSTANDING TALENT AND ACHIEVEMENT
TO RECEIVE HONORABLE MENTION IN THE 3RD AND 4TH GRADE DIVISION
OF THE TAHOMA AUDUBON YOUTH BIRD DRAWING CONTEST.

PRESENTED ON JULY 17, 2017.

JAVIER H. FIGUEROA, MAYOR



CERTIFICATE OF ACHIEVEMENT

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
COMMEND

SOPHIE SLAUGHTER

FOR HER OUTSTANDING TALENT AND ACHIEVEMENT
TO RECEIVE HONORABLE MENTION IN THE 5TH AND 6TH GRADE DIVISION
OF THE TAHOMA AUDUBON YOUTH BIRD DRAWING CONTEST.

PRESENTED ON JULY 17, 2017.

JAVIER H. FIGUEROA, MAYOR



Eliminate Traffic Fatalities and serious injury collisions by 2030

University Place Target Zero

UPPD Involvement

- Statewide initiative
- Pierce County State Funded TZZ Team
- Appearance in UP included UPPD, Fife Police, Tacoma Police, Lakewood Police and Bonney Lake Police and Washington State Patrol
- Washington State Patrol supplied their Mobile Impaired Driving Unit: Three BAC machines and two Troopers

WSP MIDU



One Night Statistics

- 121 Contacts
- 12 DUI Arrests
- 52 Citations/Infractions
- 66 Warnings
- 2 Repeat DUI Offenders
- 4 Other Arrests

APPROVAL OF CONSENT AGENDA

City of University Place
Voucher Approval Document

Control No.: 57	Agenda of: 06/20/17	PREPAY
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Claim of: Payroll for Pay Period Ending 06/15/2017

Check #	Date	Amount	Check #	Date	Amount
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318759	6/20/2017	982.30			
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	6/20/2017	120,907.50			
		EMPLOYEE NET	121,889.80		Direct Deposit

318760	6/20/2017	304.66	MALAIER, TRUSTEE, MICHAEL G.		
318761	6/20/2017	247.97	OHIO CHILD SUPPORT PMT CENTRAL		
WIRE	6/20/2017	13,213.38	DEPT. OF LABOR AND INDUSTRIES		
WIRE	6/20/2017	23,153.17	BANK OF AMERICA		
WIRE	6/20/2017	20,107.96	- 106006, VANTAGEPOINT TRANSF		
WIRE	6/20/2017	8,055.89	- 304197, VANTAGEPOINT TRANSF		
WIRE	6/20/2017	4,482.59	- 800263, VANTAGEPOINT TRANSF		
WIRE	6/20/2017	30,248.08	WA STATE DEPT OF RETIREMENT SY		
WIRE	6/20/2017	1,033.74	PACIFIC SOURCE ADMINISTRATORS		
WIRE	6/20/2017	6.25	PACIFIC SOURCE ADMINISTRATORS		
WIRE	6/20/2017	229.17	- 705544, VANTAGEPOINT TRANSF		
WIRE	6/20/2017	2,095.61	- 106006 LOAN, VANTAGEPOINT		
WIRE	6/20/2017	141.26	AFLAC INSURANCE		
WIRE	6/20/2017	940.30	WA ST DEPT OF RETIREMENT SYS		
WIRE	6/20/2017	415.35	- 304197 LOAN, VANTAGEPOINT TR		
WIRE	6/20/2017	250.00	NATIONWIDE RETIREMENT SOLUTION		

BENEFIT/DEDUCTION AMOUNT 104,925.38

TOTAL AMOUNT **226,815.18**

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.)

Steve Sugg, City Manager

Date _____

City of University Place
Voucher Approval Document

Control No.: 5 Agenda of: 07/17/17	PREPAY
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Claim of: Payroll for Pay Period Ending 06/30/2017

Check #	Date	Amount	Check #	Date	Amount	
318762	07/05/17	1,365.02				
				07/05/17	137,367.71	Direct Deposit

EMPLOYEE NET 138,732.73

318763	07/05/17	277.50	IUOE LOCAL 612
318764	07/05/17	4,748.50	IUOE LOCALS 302/612 TRUST FUND
318765	07/05/17	304.66	MALAIER, TRUSTEE, MICHAEL G.
318766	07/05/17	247.97	OHIO CHILD SUPPORT PMT CENTRAL
WIRE	07/05/17	65,438.55	AWC EMPLOYEE BENEFIT TRUST
WIRE	07/05/17	30,072.22	BANK OF AMERICA
WIRE	07/05/17	23,329.24	- 106006, VANTAGEPOINT TRANSF
WIRE	07/05/17	8,055.89	- 304197, VANTAGEPOINT TRANSF
WIRE	07/05/17	5,408.19	- 800263, VANTAGEPOINT TRANSF
WIRE	07/05/17	30,319.52	WA STATE DEPT OF RETIREMENT SY
WIRE	07/05/17	2,281.99	UNUM LIFE INSURANCE COMPANY
WIRE	07/05/17	1,132.04	UNUM LIFE INSURANCE COMPANY
WIRE	07/05/17	1,210.66	PACIFIC SOURCE ADMINISTRATORS
WIRE	07/05/17	229.17	- 705544, VANTAGEPOINT TRANSF
WIRE	07/05/17	2,095.61	- 106006 LOAN, VANTAGEPOINT
WIRE	07/05/17	141.26	AFLAC INSURANCE
WIRE	07/05/17	940.30	WA ST DEPT OF RETIREMENT SYS
WIRE	07/05/17	415.35	- 304197 LOAN, VANTAGEPOINT TR
WIRE	07/05/17	250.00	NATIONWIDE RETIREMENT SOLUTION

BENEFIT/DEDUCTION AMOUNT 176,898.62

TOTAL AMOUNT 315,631.35

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

Steve Sugg, City Manager

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 06/30/2017

Check Range: 51979991 - 51980049 Wire Transfer: 283515

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: _____

Bank : bofa BANK OF AMERICA

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
283515	6/30/2017	021638	PACIFICSOURCE ADMIN, INC.	0000283515	6/19/2017	JUN17/ADMIN FEES	80.00	80.00
		Voucher: 42443						
51979991	6/30/2017	025715	ABM JANITORIAL SERVICES	11064197	6/7/2017	MAY17/JANITORIAL SERVICE	3,911.00	3,911.00
		Voucher: 42409						
51979992	6/30/2017	001945	ADDISON CONST SUPPLY INC	323749	6/7/2017	DECK SUPPLIES/PARADISE PON	53.01	53.01
		Voucher: 42410						
51979993	6/30/2017	002661	AIR SYSTEMS ENGINEERING INC	000214306	6/13/2017	AC REPAIR/TOWN HALL	168.15	168.15
		Voucher: 42411						
51979994	6/30/2017	001701	ALPINE PRODUCTS INC	TM-167000	5/31/2017	MISC SUPPLIES	2,497.78	2,497.78
		Voucher: 42412						
51979995	6/30/2017	001818	APEX ENGINEERING PLLC	201754575	6/21/2017	MAY17/PREP/EASEMENT RELEA	1,527.50	1,527.50
		Voucher: 42413						
51979996	6/30/2017	023411	AUTOZONE, INC.	1164915981	5/31/2017	TRUCK OIL/PW SHOP	118.55	
		Voucher: 42414		1164926255	6/13/2017	ENGINE DEGREASER/FLEET MA	9.12	
				1164926894	6/14/2017	CAR WASH/PROELITE	8.55	136.22
51979997	6/30/2017	001569	AWC PLANNING DIRECTORS	2017DUES	6/15/2017	2017 MEMBERSHIP DUES/D.SWI	100.00	100.00
		Voucher: 42415						
51979998	6/30/2017	021821	CASCADE RECREATION INC.	5908	5/25/2017	CONTOUR BENCH/PARADISE PC	1,868.30	1,868.30
		Voucher: 42416						
51979999	6/30/2017	001152	CENTURYLINK	253-566-9558	6/14/2017	PW PUMP CALLOUT LINE	44.42	
		Voucher: 42417		206-Z20-0051	6/20/2017	PHONES/CITY WIDE	2,400.00	2,444.42
51980000	6/30/2017	003056	CITY OF LAKEWOOD	MC-00123	6/7/2017	JUN17/COURT SERVICES	16,219.84	16,219.84
		Voucher: 42418						

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980002	6/30/2017	001024 CITY OF TACOMA	100089555	6/13/2017	POWER/4526 GRANDVIEW DR W	26.19	
	Voucher:	42419	100089560	6/13/2017	POWER/4317 GRANDVIEW DR W	52.38	
			100089578	6/13/2017	POWER/4116 GRANDVIEW DR W	39.28	
			100089583	6/13/2017	POWER/4016 GRANDVIEW DR W	19.64	
			100324281	6/13/2017	POWER/7820 CIRQUE DR W	108.96	
			100611293	6/13/2017	WATER/5200 BP WAY W	599.63	
			100072286	6/13/2017	POWER/ 8501 40TH ST W	14.96	
			100358203	6/13/2017	POWER/7150 CIRQUE DR W	1,606.09	
			100072268	6/13/2017	POWER/8901 40TH ST W	14.96	
			100975049	6/13/2017	WATER/6800 51ST STREET CT W	63.94	
			100072254	6/13/2017	POWER/8417 40TH ST W	14.96	
			100333844	6/19/2017	WATER/4951 GRANDVIEW DR W	351.03	
			100172057	6/19/2017	POWER & WATER/3920 GRANDV	160.89	
			100256491	6/13/2017	POWER/7250 CIRQUE DR W	41.39	
			100080586	6/19/2017	POWER/4951 GRANDVIEW DR W	85.61	
			100083325	6/19/2017	POWER/4910 BRISTONWOOD DF	361.42	
			100798512	6/20/2017	POWER/4402 97TH AVE W H1 ST	95.17	
			100131881	6/20/2017	POWER/4523 97TH AVE W	39.46	
			100668517	6/16/2017	WATER/4300 BP WAY W	485.03	
			100094683	6/19/2017	POWER/4758 BRISTONWOOD DF	104.98	
			100093125	5/25/2017	POWER/8513 33RD ST W #A	40.41	
			100673072	6/12/2017	WATER/8300 40TH ST W	359.12	
			100679491	6/12/2017	POWER/8002 40TH ST W	113.65	
			101006141	6/12/2017	POWER/2698 BP WAY WEST	44.23	
			100109710	6/12/2017	POWER/8902 40TH ST W	9.84	
			101007599	6/9/2017	WATER/7104 27TH ST W	38.20	
			100101783	6/9/2017	POWER/5520 GRANDVIEW DR W	84.98	
			100664578	6/9/2017	WATER/5300 GRANDVIEW DR W	1,160.44	
			100664580	6/9/2017	WATER/6000 GRANDVIEW DR W	1,225.85	
			100905391	6/9/2017	POWER/9313 56TH ST W	80.96	
			100668524	6/8/2017	WATER/4999 ALAMEDA AVE W	248.75	
			100820972	6/8/2017	POWER/2700 SUNSET DR W	32.79	
			100668521	6/8/2017	WATER/3000 BP WAY W	495.47	
			100092335	6/8/2017	POWER/3050 BP WAY W	176.86	
			100077140	6/13/2017	POWER/ 2900 GRANDVIEW DR V	14.96	

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			100077151	6/13/2017	POWER/4000 OLYMPIC BLVD W	17.80	
			100344745	6/13/2017	POWER/6810 CIRQUE DR W	43.67	
			100057075	6/13/2017	POWER/4100 GRANDVIEW DR W	30.30	
			100933758	6/21/2017	POWER/7203 44TH ST W	60.51	
			100185134	6/21/2017	POWER/4401 67TH AVE W	52.11	
			100668520	6/19/2017	WATER/4200 GRANDVIEW DR W	901.77	
			100081728	6/12/2017	POWER/6701 BP WAY W	204.06	
			100895144	6/15/2017	POWER/ 8300 CIRQUE DR W	57.46	
			100890035	6/14/2017	WATER/8399 CIRQUE DR W	261.20	
			100781041	6/14/2017	WATER/4600 BECKONRIDGE DR	301.24	
			100895151	6/16/2017	POWER/7901 CIRQUE DR W	41.77	
			100940204	6/16/2017	WATER/7299 44TH ST W	162.93	
			100963867	6/14/2017	POWER/4411 ELWOOD DR W	83.01	
			100961315	6/14/2017	WATER/4399 ELWOOD DR W	115.41	
			100315888	6/6/2017	POWER/7401 CHAMBERS LN W	40.99	
			100077160	6/14/2017	POWER/5202 67TH AVE W	390.26	
			100312905	6/5/2017	POWER/3715 BP WAY W, #A-3A	23.75	
			100263915	6/13/2017	POWER & WATER/7250 CIRQUE	505.75	
			100668502	6/13/2017	WATER/7820 CIRQUE DR W	155.42	
			100775637	6/13/2017	POWER/7001 CIRQUE DR W	197.90	
			100079031	6/5/2017	POWER/3715 BP WAY W #D4	24.34	
			100079046	6/5/2017	POWER/3715 BP WAY W #D5	25.20	
			100312959	6/5/2017	POWER/3715 BP WAY W, #A1	29.92	
			100668537	6/13/2017	WATER/7150 CIRQUE DR W	2,432.03	
			100312960	6/5/2017	POWER/3715 BP WAY W #A2	23.75	
			100089528	6/13/2017	POWER/3912 GRANDVIEW DR W	32.74	
			100089550	6/13/2017	POWER/4704 GRANDVIEW DR W	19.64	14,647.41
51980003	6/30/2017	001140 CITY TREASURER	90763582	6/6/2017	TAGRO/TOP SOIL/FLOWER BED	126.01	
	Voucher:	42420	90764515	6/12/2017	MAY17/HYDRANT USE/BRISTON	228.14	354.15

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980004	6/30/2017	025161 CITY TREASURER	815	10/26/2015	AUG15/UPTV CHANNEL GUIDE L	92.70	
	Voucher:	42421	915	10/26/2015	SEPT15/UPTV CHANNEL GUIDE I	92.70	
			1015	10/26/2015	OCT5/UPTV CHANNEL GUIDE LI	92.70	
			1115	10/26/2015	NOV15/UPTV CHANNEL GUIDE L	92.70	
			515	5/31/2015	MAY15/UPTV CHANNEL GUIDE L	92.70	
			615	6/30/2015	JUN15/UPTV CHANNEL GUIDE LI	92.70	
			715	10/26/2015	JUL15/UPTV CHANNEL GUIDE LI	92.70	
			1215	10/26/2015	DEC15/UPTV CHANNEL GUIDE L	92.70	
			415	4/30/2015	APR15/UPTV CHANNEL GUIDE LI	92.70	834.30
51980005	6/30/2017	024565 COMCAST	849835010073570	6/9/2017	CREDIT/ACCOUNT CLOSED 6/7/	-32.35	
	Voucher:	42422	849835010094487	6/15/2017	JUN25-JUL24/INTERNET/CITY HA	140.84	
			849835010113564	6/7/2017	JUN12-JUL11/INTERNET/CIVIC BI	156.75	
			849835010073571	6/10/2017	MODEMS/REMOTE SURVEILLAN	80.89	
			849835010094436	6/10/2017	JUN19-JUL18/INTERNET/PW SHC	137.59	483.72
51980006	6/30/2017	023782 COMPLETE OFFICE SOLUTIONS,	1544447-0	6/6/2017	FOLDER/PEN REFILL/ENGINEER	49.72	49.72
	Voucher:	42423					
51980007	6/30/2017	022793 DKS ASSOCIATES, INC.	0063860	6/16/2017	BP WAY W/W 27TH ST/SIGNAL DI	1,295.00	1,295.00
	Voucher:	42424					
51980008	6/30/2017	001727 FENCE SPECIALIST INC	0032404	5/24/2017	FENCE REPAIR/VISTA AND 27TH	686.88	686.88
	Voucher:	42425					
51980009	6/30/2017	024941 FENNELL, KAREN	REIMB	6/8/2017	REIMB/SUPPLIES FOR CORE/K.F	115.36	115.36
	Voucher:	42426					
51980010	6/30/2017	024894 FIGUEROA, JAVIER	PER DIEM	6/15/2017	PER DIEM/AWC MUNICIPAL BUD	73.00	73.00
	Voucher:	42427					
51980011	6/30/2017	001212 GRAY & OSBORNE INC	2	5/30/2017	SOUNDVIEW DR/BROOKSIDE W/	21,252.39	
	Voucher:	42428	1	5/1/2017	SOUNDVIEW DR/BROOKSIDE W/	7,584.13	28,836.52
51980012	6/30/2017	001858 GRAY LUMBER COMPANY	159979	6/9/2017	LUMBER & SUPPLIES/VIEWING I	3,435.41	3,435.41
	Voucher:	42429					
51980013	6/30/2017	025851 GURLEY, SUE	REIMB	6/15/2017	REIMB/UPDATE BANNERS/CORE	66.07	66.07
	Voucher:	42430					
51980014	6/30/2017	025997 INSLEE, BEST, DOEZIE & RYDER	226845	6/6/2017	LEGAL SERVICES/MAY17	210.00	210.00
	Voucher:	42431					
51980015	6/30/2017	026091 J&D'S HYDRAULIC & REPAIR CO	35652	6/12/2017	REBUILD HYDRAULIC CYCLINDE	824.25	824.25
	Voucher:	42432					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980016	6/30/2017	025292 KEEL, KENT	PER DIEM	6/15/2017	PER DIEM/AWC MUNICIPAL BUD	73.00	73.00
		Voucher: 42433					
51980017	6/30/2017	001072 KLOSOWSKI, DEBBIE	REIMB	6/13/2017	REIMB/CIDER SQUEEZE POSTER	41.29	
		Voucher: 42434	REIMB	6/1/2017	CONCERT POSTERS/LAMINATE	51.25	92.54
51980018	6/30/2017	026084 LARSON & ASSOCIATES	231481	5/25/2017	PROFESSIONAL SERVICES/LEA	4,100.00	4,100.00
		Voucher: 42435					
51980019	6/30/2017	001797 LOWE'S BUSINESS ACCOUNT/GE874-3507-900095-		6/17/2017	MISC REPAIR & MAINTENANCE	489.59	489.59
		Voucher: 42436					
51980020	6/30/2017	001352 MILES RESOURCES, LLC	10	6/19/2017	BRIDGEPORT WAY W/PH 5/ROA	51,559.17	51,559.17
		Voucher: 42437					
51980021	6/30/2017	001352 MILES RESOURCES, LLC	28473	5/31/2017	RETAINAGE RELEASE/DECANT F	1,250.00	1,250.00
		Voucher: 42438					
51980022	6/30/2017	001352 MILES RESOURCES, LLC	269458	6/12/2017	WASTE CLEAN BROKEN ASPHAL	384.40	384.40
		Voucher: 42439					
51980023	6/30/2017	001096 NORTHWEST CASCADE, INC.	0550338831	6/2/2017	PORT A POTTY RENTAL/DUCK D	1,020.00	1,020.00
		Voucher: 42440					
51980024	6/30/2017	002150 OFFICE DEPOT,INC.	932465074001	6/2/2017	UTILITY KNIFE/FINANCE	6.37	
		Voucher: 42441	934393373001	6/7/2017	REFUND/SHIPPING CHARGES/IM	-10.94	
			932464857001	6/2/2017	FILE FOLDERS/FINANCE DEPT	24.36	19.79
51980025	6/30/2017	024139 P.C.COMMUNITY NEWSPAPER GI9752		6/22/2017	JUN16/ISSUE DATE/UP PRESS N	1,846.15	1,846.15
		Voucher: 42442					
51980026	6/30/2017	001109 PIERCE COUNTY BUDGET & FIN/CI-234257		6/23/2017	MAY17/SPECIAL OVERTIME/TRA	672.69	
		Voucher: 42444	CI-233980	6/13/2017	JUN17/POLICE SERVICES	280,658.83	
			CI-233990	6/14/2017	JUL17-DEC17/EMERGENCY MAN	13,697.75	
			CI-232726	5/18/2017	SALT BRINE/JAN17	15,303.43	
			CI-234256	6/23/2017	MAY17/SPECIAL OVERTIME	1,591.52	
			CI-234174	6/19/2017	MAY17/ANIMAL CONTROL & SHE	9,901.18	321,825.40
51980027	6/30/2017	024698 PIERCE COUNTY SECURITY, INC.	329145	6/5/2017	#010740/MAY17/PARADISE PONC	175.00	
		Voucher: 42445	329400	6/5/2017	#9206/MAY17/KOBAYASHI	175.00	
			329341	6/5/2017	#9205/MAY17/CIRQUE BRIDGEPC	175.00	525.00
51980028	6/30/2017	001276 PUGET SOUND FINANCE OFCRS JULY/PSFOA		6/21/2017	PSFOA/LUNCH MEETING/L.HANI	25.00	25.00
		Voucher: 42446					
51980029	6/30/2017	025135 PUGET SOUND TITLE	210511	4/27/2017	OWNER & ENCUMBRANCE REPC	274.75	274.75
		Voucher: 42447					

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51980030	6/30/2017	001124	SAFEWAY, INC.	64682	6/17/2017	ACCT #64682/MISC PURCHASES	174.27	174.27
		Voucher: 42448						
51980031	6/30/2017	001328	SHELL FLEET CARD SERVICES	8147100120705	6/5/2017	81-471-0012-0/SHELL	116.36	116.36
		Voucher: 42449						
51980032	6/30/2017	001852	SIX ROBBLEES INC	2-658369	6/15/2017	ALARM BACK UP/TARP TIE/MIRR	107.83	107.83
		Voucher: 42450						
51980033	6/30/2017	002613	SUPERIOR LINEN SERVICE,INC.	33584	6/14/2017	OFFICE MAT RENTAL/PW SHOP	89.40	
		Voucher: 42451		31195	6/2/2017	OFFICE MAT RENTAL/DEVELOPM	13.77	103.17
51980034	6/30/2017	026094	T BEACH LLC	REFUND	6/14/2017	REFUND/INCORRECT CITY	50.00	50.00
		Voucher: 42452						
51980035	6/30/2017	025311	TACOMA WINSUPPLY, INC.	036829 00	6/2/2017	SUPPLIES/DREXLER WATER FE/	114.92	114.92
		Voucher: 42453						
51980036	6/30/2017	026018	THE HADDOW GROUP, LLC	615	6/15/2017	MAY17/INSPECTION SERVICES	3,693.75	3,693.75
		Voucher: 42454						
51980037	6/30/2017	026092	THE SPYGLASS GROUP, LLC	12826	6/14/2017	TELECOM AUDIT/SVC ELIM & CC	2,991.72	
		Voucher: 42455		12922	6/21/2017	TELECOM AUDIT/SVC ELIM & CC	1,301.17	4,292.89
51980038	6/30/2017	002823	THOMPSON ELECTRICAL CONST	0617-9716CV	6/13/2017	CAMERA REMOVAL/PARKING GA	2,060.63	2,060.63
		Voucher: 42456						
51980039	6/30/2017	025376	UNIVERSAL FIELD SERVICES, IN	48391	5/31/2017	BP WAY PH4A/ROW & ACQUISITI	483.13	483.13
		Voucher: 42457						
51980040	6/30/2017	001331	UNIVERSITY PLACE REFUSE SV	966869	6/21/2017	JUL17/BILLING PERIOD/REFUSE	1,084.74	
		Voucher: 42458		968122	6/21/2017	JUL17/BILLING PERIOD/COMPAC	784.60	1,869.34
51980041	6/30/2017	025399	VASSEY NURSERY, LLC	19	6/9/2017	SUN & SHADE BASKETS	12,763.13	12,763.13
		Voucher: 42459						
51980042	6/30/2017	026095	VENTMASTERS NW	REFUND	6/9/2017	REFUND/INCORRECT CITY	50.00	50.00
		Voucher: 42460						
51980043	6/30/2017	001153	VERIZON WIRELESS,LLC.	9786767576	6/1/2017	MAY17/CELL PHONE/CITYWIDE	1,470.89	
		Voucher: 42461		9787462052	6/12/2017	CELL PHONE/PW & PARK MAINT	657.00	2,127.89
51980044	6/30/2017	021677	WA ARCHITECTURAL HARDWARE	17-136655	5/26/2017	ADA THRESHOLD/ADRIANNA HE	187.93	187.93
		Voucher: 42462						
51980045	6/30/2017	001512	WA STATE AUDITORS OFFICE	L120534	6/9/2017	AUDIT PERIOD 16-16	27,464.05	27,464.05
		Voucher: 42463						
51980046	6/30/2017	001809	WA STATE DEPT OF ECOLOGY	2017-RS-WAR045	5/18/2017	REGIONAL STORMWATER MONI	21,730.00	21,730.00
		Voucher: 42464						

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<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>	
51980047	6/30/2017	001969	WELLS SIGN MFG & DIST INC	3037	6/15/2017	CROSS WALK SIGNS/54TH ST/PI	5,495.00	5,495.00
		Voucher: 42465						
51980048	6/30/2017	025642	WORTHINGTON, STEVEN	PER DIEM	6/15/2017	PER DIEM/AWC MUNICIPAL BUD	73.00	73.00
		Voucher: 42466						
51980049	6/30/2017	001357	ZUMAR INDUSTRIES INC	0189054	6/15/2017	LEASH & SCOOP SIGNS	820.13	820.13
		Voucher: 42467						
Sub total for BANK OF AMERICA:								548,180.22

59 checks in this report.

Grand Total All Checks: 548,180.22

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 07/14/2017

Check Range: 51980050 - 59180119

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: _____

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980050	6/30/2017	025843	REED TRUCKING & EXCAVATING 2	6/12/2017	LARSON LANE PHASE 1	131,238.70	131,238.70
		Voucher: 42515					
51980051	7/3/2017	001575	CITY TREASURER	56TH/CIRQUE	6/29/2017	IRRIGATION SERVICE WORK/561	29,067.00
		Voucher: 42477					29,067.00
51980052	7/5/2017	001630	PUGET SD CLEAN AIR AGENCY C17-093S/2ND3RD	1/6/2017	2ND & 3RDQTR17/CLEAN AIR AS	10,364.50	10,364.50
		Voucher: 42511					
51980053	7/14/2017	001004	ALARMWORKS NW	9954	7/1/2017	JUL17/ALARM MONITORING	350.00
		Voucher: 42468					350.00
51980054	7/14/2017	002333	BANK OF AMERICA	548001400009914	6/22/2017	MASTERCARD/06-22-2017	10,113.90
		Voucher: 42469					10,113.90
51980055	7/14/2017	025573	CANON FINANCIAL SERVICES	17445827	6/12/2017	JUN17/COPIER LEASE/IRC5255	313.10
		Voucher: 42470					313.10
51980056	7/14/2017	025395	CANZLER TREE SERVICE, INC	1937	6/19/2017	TREE CUT SERVICE/DAMAGE DI	604.45
		Voucher: 42471					604.45
51980057	7/14/2017	025428	CAPITAL ONE COMMERCIAL/COS7003-7301-0003-1	6/23/2017	7003-7301-0003-1024/COSTCO	27.51	27.51
		Voucher: 42472					
51980058	7/14/2017	001152	CENTURYLINK	1413050431	6/23/2017	PHONES/LONG DISTANCE/INTEF	1,503.34
		Voucher: 42473					1,503.34
51980059	7/14/2017	001152	CENTURYLINK	253-584-0775	7/1/2017	PHONE/KOBAYASHI	18.78
		Voucher: 42474					18.78

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980061	7/14/2017	001024 CITY OF TACOMA	100068203	6/29/2017	POWER/3715 BP WAY W	1,632.85	
	Voucher:	42475	100385145	6/23/2017	WATER/3800 74TH AVE W	1,119.59	
			100939530	7/5/2017	POWER/3555 MARKET PLACE W	877.73	
			100565439	6/23/2017	WATER/3761 BP WAY W	626.33	
			100955345	7/5/2017	WATER/3715 BP WAY W	258.94	
			100668506	6/30/2017	WATER/5700 HANNAH PIERCE R	235.26	
			100668525	6/26/2017	WATER/4499 ALAMEDA AVE W	219.48	
			100668518	7/6/2017	WATER/9600 64TH ST W	189.74	
			100751205	7/5/2017	WATER/3555 MARKET PLACE WE	169.52	
			100386367	6/23/2017	POWER/7223 40TH ST W	161.14	
			100897062	7/5/2017	WATER/3600 DREXLER DR W	98.87	
			100060658	6/27/2017	POWER/3510 67TH AVE W	76.27	
			100696565	6/26/2017	POWER/4609 ALAMEDA AVE W	69.99	
			100573267	6/26/2017	POWER/4727 ALAMEDA AVE W	67.54	
			100104132	6/27/2017	POWER/3503 67TH AVE W	63.96	
			100951901	7/6/2017	POWER/7723 CHAMBERS CREEK	63.88	
			100892486	6/30/2017	POWER/6400 BP WAY W	62.82	
			100495884	7/5/2017	POWER/3625 DREXLER DR	62.15	
			100955347	7/5/2017	POWER/3715 BP WAY W, #E HSE	60.76	
			100083115	6/23/2017	POWER/4000 67TH AVE W	51.89	
			101007602	6/23/2017	WATER/6700 40TH ST W	51.75	
			100714386	7/5/2017	POWER/3609 MARKET PL W #20	50.44	
			100312961	7/5/2017	POWER/3715 BP WAY W #A3	47.32	
			100165190	7/10/2017	POWER/3761 BP WAY W	34.26	
			100955346	7/5/2017	POWER/3715 BP WAY W, #D HSE	33.88	
			100312900	7/5/2017	POWER/3715 BP WAY W #E3	33.09	
			100737857	7/6/2017	POWER/2101 MILDRED ST W	32.63	
			100533758	6/30/2017	POWER/5418 CIRQUE DR W	32.30	
			100052902	7/5/2017	POWER/ 3715 BP WAY W/#A HSE	32.08	
			100668522	7/6/2017	WATER/8902 CHAMBERS CREEK	31.80	
			100456986	6/30/2017	POWER/5918 HANNAH PIERCE F	31.54	
			100445063	7/21/2017	POWER/3715 BP WAY W, #E2	29.11	
			100864411	6/23/2017	POWER/6730 40TH ST CT W	26.52	
			100302273	7/5/2017	POWER/3715 BP WAY W #D2	22.08	
			100079046	7/5/2017	POWER/3715 BP WAY W #D5	21.92	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			100079031	7/5/2017	POWER/3715 BP WAY W #D4	21.22	
			100802489	7/5/2017	POWER/3904 BP WAY W	12.71	6,713.36
51980062	7/14/2017	001108 CITY OF UNIVERSITY PLACE	JUN17	7/6/2017	PETTY CASH REIMBURSEMENT/	44.49	44.49
		Voucher: 42476					
51980063	7/12/2017	001575 CITY TREASURER	54TH ST	7/11/2017	IRRIGATION SERVICE WORK/541	10,468.00	10,468.00
		Voucher: 42478					
51980064	7/14/2017	002171 CITY TREASURER	90765931	6/21/2017	FLEET MAINTENANCE	2,319.53	2,319.53
		Voucher: 42479					
51980065	7/14/2017	023782 COMPLETE OFFICE SOLUTIONS,	1544236-0	6/6/2017	HEW INK CART/IT	75.17	
		Voucher: 42480	1549749-0	6/19/2017	SUPPLIES/ENGINEERING	58.96	134.13
51980066	7/14/2017	024347 COPIERS NORTHWEST, INC.	INV1590605	6/29/2017	JUN28-JUL27/CONTRACT BASE I	126.02	
		Voucher: 42481	INV1584363	6/15/2017	MAY14-JUN13/OVERAGE CHARG	118.38	
			INV1588199	6/23/2017	MONTHLY LEASE FOR CANON IF	105.94	
			INV1592301	6/30/2017	JUN9-JUN29/OVERAGE CHARGE	85.23	
			INV1582378	6/12/2017	MAY9-JUN8/OVERAGE PERIOD/C	66.51	
			INV1583165	6/13/2017	JUN11-JUL10/CONTRACT LEASE	32.45	
			INV1583166	6/13/2017	MAY11-JUN10/OVERAGE CHARG	16.44	550.97
51980067	7/14/2017	002878 DELL MARKETING L.P.	10173685731	6/21/2017	OPTIPLEX 7440/OPTILEX 7040	18,291.58	18,291.58
		Voucher: 42482					
51980068	7/14/2017	001737 DON SMALL & SONS OIL DIST	CC120351	6/19/2017	BULK FUEL/PW SHOP	2,777.72	2,777.72
		Voucher: 42483					
51980069	7/14/2017	023879 DPK INC.	2	7/10/2017	JUN17/SOUNDVIEW DR W/BROC	154,014.53	154,014.53
		Voucher: 42484					
51980070	7/14/2017	025931 ESCHAT	06212017-28	6/26/2017	MAY20-JUN19/MONTHLY ESCHA'	73.12	73.12
		Voucher: 42485					
51980071	7/14/2017	001204 FASTSIGNS INC	182-42359	5/15/2017	PARKING/TOWN CENTER INFO	122.70	122.70
		Voucher: 42486					
51980072	7/14/2017	001858 GRAY LUMBER COMPANY	137480	2/22/2017	WOOD/SUPPLIES	929.72	929.72
		Voucher: 42487					
51980073	7/14/2017	025851 GURLEY, SUE	REIMB	6/8/2017	REIMB/FRED MEYER/GIFT CARD	50.00	50.00
		Voucher: 42488					
51980074	7/14/2017	001222 HOME DEPOT CREDIT SERVICES	S6035-3225-0105-0	6/28/2017	MISC REPAIR & MAINT SUPPLIE	1,624.82	1,624.82
		Voucher: 42489					
51980075	7/14/2017	001223 HUMANE SOCIETY OF TACOMA	IVC0001815	7/1/2017	JUL17/BOARDING CONTRACT	102.00	102.00
		Voucher: 42490					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980076	7/14/2017	022801 KATE MCDERMOTT	JUL17A	7/1/2017	HEADLINES COPY/APR-JUN	812.50	
	Voucher:	42491	JUL17	7/1/2017	TALKING UP/APR, MAY, JUN ISSU	796.25	1,608.75
51980077	7/14/2017	021616 KELLEY IMAGING SYSTEMS	20877326	7/25/2017	LEASE/SHARP MX5111N COPIER	398.28	398.28
	Voucher:	42492					
51980078	7/14/2017	024911 KEY BANK	RETAINAGE	6/29/2017	RETAINAGE/471431017501/RW S	15,495.81	15,495.81
	Voucher:	42493					
51980079	7/14/2017	001960 KROGER - FRED MEYER STORE	700070	6/17/2017	CUSTOMER # 700070/MISC PURC	7.75	7.75
	Voucher:	42494					
51980080	7/14/2017	026084 LARSON & ASSOCIATES	231642	6/22/2017	PROFESSIONAL SERVICES/LEA	3,097.50	3,097.50
	Voucher:	42495					
51980081	7/14/2017	001243 LLOYD ENTERPRISES INC	3747	6/6/2017	TRUCK RENTAL	845.00	845.00
	Voucher:	42496					
51980082	7/14/2017	026099 MAYES TESTING ENGINEERS INC	T912354	5/23/2017	MATERIALS TESTING/CIRQUE DI	620.00	620.00
	Voucher:	42497					
51980083	7/14/2017	001352 MILES RESOURCES, LLC	269953	6/26/2017	HOT MIXED ASPHALT	502.81	
	Voucher:	42498	269952	6/26/2017	TACK COAT	377.78	880.59
51980084	7/14/2017	025998 MOERKE, BRENDA	REIMB	7/15/2017	REIMB/MILEAGE/CITY BUSINESS	11.77	11.77
	Voucher:	42499					
51980085	7/14/2017	001378 MOUNTAIN MIST WATER	001409352	7/7/2017	#075361/BOTTLED WATER/CITY I	69.08	
	Voucher:	42500	001437325	6/21/2017	#075361/BOTTLED WATER/CITY I	46.00	
			001437333	6/21/2017	#075361/BOTTLED WATER/PW SI	35.00	
			001409361	6/7/2017	#075361/BOTTLED WATER/PW SI	32.79	
			001409353	6/7/2017	#068332/BOTTLED WATER/CM O	22.50	
			001437328	6/21/2017	#068332/BOTTLED WATER/CM O	17.00	
			001409341	6/30/2017	#065205/BOTTLED WATER/COU	14.59	236.96
51980086	7/14/2017	001095 NEWS TRIBUNE	I03113349-060720	6/7/2017	ORDINANCE PUBLICATION/ORD	236.53	
	Voucher:	42501	I03118525-061020	6/10/2017	AFFIDAVIT/DNS EXTENDED STA	209.39	
			I03097786-052920	5/29/2017	DUCK DAYS ADVERTISING	144.64	
			I03117719-060920	6/9/2017	MTG NOTICE/JUN19	140.05	
			I03082034-052920	5/29/2017	MTG NOTICE/JUN5	134.69	
			I03133981-062120	6/21/2017	ORDINANCE PUBLICATION/ORD	123.97	
			I03097786-060220	6/2/2017	DUCK DAYS ADVERTERISING	105.04	1,094.31
51980087	7/14/2017	001096 NORTHWEST CASCADE, INC.	0550339630	6/5/2017	PORT A POTTY RENTAL/SKATE F	72.00	
	Voucher:	42502	0550339629	6/5/2017	PORT A POTTY RENTAL/CURRA	72.00	144.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980088	7/14/2017	026096	OFF THE HOOK OLD SKOOL KOCJUL17	6/28/2017	JUL17/CONCERT IN THE PARK	650.00	650.00
		Voucher: 42503					
51980089	7/14/2017	002089	OWEN EQUIPMENT CO. 00084697	6/29/2017	REPAIR/PARTS/VACTOR	11,385.60	11,385.60
		Voucher: 42504					
51980090	7/14/2017	024139	P.C.COMMUNITY NEWSPAPER GI9755	6/23/2017	JUN30/ISSUE DATE/UP PRESS N	1,846.15	1,846.15
		Voucher: 42505					
51980091	7/14/2017	001109	PIERCE COUNTY BUDGET & FIN/CI-234290	6/26/2017	MAY17/JAIL SERVICES	5,126.40	
		Voucher: 42506	CI-234160	6/19/2017	MAY17/TRAFFIC SIGNAL/SIGN/M	5,020.61	10,147.01
51980092	7/14/2017	001751	PIERCE COUNTY BUDGET & FIN/4260000164	6/12/2017	2017 PROPERTY TAX	110.63	110.63
		Voucher: 42507					
51980093	7/14/2017	001588	PIERCE COUNTY SEWER 00664685	7/2/2017	SEWER/4951 GRANDVIEW DR W	167.75	
		Voucher: 42508	00566276	7/2/2017	SEWER/3715 BP WAY W	112.68	
			01576712	7/2/2017	SEWER/3609 MARKET PL W/RET	36.43	
			01576721	7/2/2017	SEWER/3609 MARKET PL W/RET	36.43	
			01576739	7/2/2017	SEWER/3609 MARKET PL W/RET	36.43	
			01571443	7/2/2017	SEWER/7520 CIRQUE DR W	36.43	
			01512692	7/2/2017	SEWER/3555 MARKET PL W	32.19	
			00604682	7/2/2017	SEWER/2917 MORRISON RD W	23.72	
			01633279	7/2/2017	SEWER/1902 SEAVIEW AVE W	19.49	501.55
51980094	7/14/2017	001114	PITNEY BOWES GLOBAL FIN. SV(3303567492	5/17/2017	2ND QTR 17/ACCT 0012826149/N	716.67	
		Voucher: 42509	3303677920	6/1/2017	2ND QTR 17/ACCT 0012826149/N	1,016.10	1,732.77
51980095	7/14/2017	001114	PITNEY BOWES GLOBAL FIN. SV(JUN17	7/3/2017	JUN17/ACCT19533470/POSTAGE	340.00	340.00
		Voucher: 42510					
51980096	7/14/2017	001161	PUGET SOUND ENERGY CORP 300000009641	7/3/2017	GAS/3715 BP WAY W, #D2 & #A3	79.48	
		Voucher: 42512	200014542258	6/28/2017	GAS/7450 MARKET SQ W	66.57	
			200000971479	6/26/2017	GAS/4910 BRISTONWOOD DR W	51.75	
			300000010987	7/3/2017	GAS/3715 BP WAY W, #E2	50.77	
			220008861142	6/28/2017	GAS/3715 BP WAY W, #BLDG D1	39.22	287.79
51980097	7/14/2017	001854	R W SCOTT CONSTRUCTION CO 1	6/29/2017	54TH ST/PHASE 2/79TH-83RD	294,420.45	294,420.45
		Voucher: 42513					
51980098	7/14/2017	024186	RAILROAD MGMNT CO. III, LLC 350995	6/29/2017	LICENSE FEE/STORMWATER CR	194.55	194.55
		Voucher: 42514					
51980099	7/14/2017	001302	RON JONES POWER EQUIPMENT1431447	6/26/2017	HONDA MOTOR/REPAIR	166.93	166.93
		Voucher: 42516					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51980100	7/14/2017	003221 SASE	INV182638	6/27/2017	BELT/PULLEY	407.34	407.34
		Voucher: 42517					
51980101	7/14/2017	024207 SEA-TAC LIGHTING & CONTRLS,	124863	6/30/2017	LIGHT POLES	18,012.61	
		Voucher: 42518	24862	6/30/2017	ANCHOR BOLT	13,188.00	31,200.61
51980102	7/14/2017	001852 SIX ROBBLEES INC	2-659811	6/30/2017	SIDEBOOM MOWER/WHEEL REF	10.90	10.90
		Voucher: 42519					
51980103	7/14/2017	025855 SMARSH, INC.	INV00234550	5/31/2017	MAY17/MEDIA ARCHIVING SERVI	175.00	175.00
		Voucher: 42520					
51980104	7/14/2017	001426 SPECTRUM SIGN COMPANY, INC	21435	6/29/2017	CUSTOM WELCOME SIGN	10,848.23	10,848.23
		Voucher: 42521					
51980105	7/14/2017	003008 SPRAGUE PEST SOLUTIONS INC	3201341	7/6/2017	PEST CONTROL/WINDMILL VILL	104.41	104.41
		Voucher: 42522					
51980106	7/14/2017	025578 SPRAY CONSTRUCTION INC.	366	6/18/2017	PAINT/PW SHOP/INTERIOR	15,276.10	15,276.10
		Voucher: 42523					
51980107	7/14/2017	001317 SUGG, STEPHEN	REIMBAWC	6/29/2017	REIMB/AWC CONF/HOTEL EXPEI	808.62	808.62
		Voucher: 42524					
51980108	7/14/2017	001892 SUMMIT LAW GROUP PLLC	85763	6/30/2017	LABOR & EMPLOYMENT NEWSL	164.85	164.85
		Voucher: 42525					
51980109	7/14/2017	002613 SUPERIOR LINEN SERVICE, INC.	36528	6/28/2017	OFFICE MAT RENTAL/PW SHOP	89.40	
		Voucher: 42526	34148	6/16/2017	OFFICE MAT RENTAL/DEVELOPM	13.77	103.17
51980110	7/14/2017	002097 TACOMA SCREW PRODUCTS INC	30877838	6/21/2017	SUPPLIES	14.90	14.90
		Voucher: 42527					
51980111	7/14/2017	025311 TACOMA WINSUPPLY, INC.	037562 00	6/21/2017	MISC SUPPLIES	69.33	69.33
		Voucher: 42528					
51980112	7/14/2017	002823 THOMPSON ELECTRICAL CONST	0617-9762CV	6/26/2017	27TH & SUNSET/REPLACE STOL	3,222.15	3,222.15
		Voucher: 42529					
51980113	7/14/2017	001636 THOMSON REUTERS - WEST	836212939	6/1/2017	MAY17/WEST INFORMATION CH/	675.74	675.74
		Voucher: 42530					
51980114	7/14/2017	001394 UNITED RENTALS NW INC	147319955-001	6/27/2017	REPLACEMENT CONTROLLER J	681.79	681.79
		Voucher: 42531					
51980115	7/14/2017	026059 VEACH CONSULTING ENGINEER:	1120	6/30/2017	PRINCIPAL MECH ENGINEER/CL	1,960.00	1,960.00
		Voucher: 42532					
51980116	7/14/2017	001032 WA STATE	2017060064	7/3/2017	JUN17/TELECOMMUNICATIONS :	197.57	197.57
		Voucher: 42533					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51980117	7/14/2017	001345	WA STATE TREASURER	2NDQTR17	7/7/2017	2NDQTR17/BUILDING CODE FEE	459.00	459.00
		Voucher: 42534						
51980118	7/14/2017	024399	WELLS FARGO FINANCIAL LEAS	5004031709	6/19/2017	LEASE FOR LEXMARK XS658 ML	95.50	
		Voucher: 42535		5004039497	6/22/2017	JUL19-AUG18/LEASE FOR LEXM	95.44	190.94
51980119	7/14/2017	001357	ZUMAR INDUSTRIES INC	0189102	6/20/2017	STREET SIGN	67.59	67.59
		Voucher: 42536						
Sub total for BANK OF AMERICA:								794,680.34

69 checks in this report.

Grand Total All Checks: 794,680.34

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

Proposed Council Action:

Adopt a resolution declaring the 2004 Tymco 600 Sweeper as surplus and authorize its disposal.

Agenda No: 8B

Dept. Origin: Finance

For Agenda of: July 17, 2017

Exhibits: Resolution and Attachment A
Certification of Surplus Property

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

The attached resolution declares the 2004 Tymco 600 Sweeper as surplus. Replacement of this vehicle was budgeted in 2017 as part of the 2017-2018 adopted Biennial Budget.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution declaring the 2004 Tymco 600 Sweeper as surplus and authorize its disposal.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
DECLARING CERTAIN EQUIPMENT SURPLUS AND AUTHORIZING ITS SALE**

WHEREAS, the City of University Place has previously purchased the equipment listed on the attached Exhibit A; and

WHEREAS, the City of University has purchased replacement equipment and the equipment on Exhibit A is surplus to the needs of the City;

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

Section 1. Declaration of Surplus Property. The City Council hereby declares the equipment listed on the attached Exhibit A as surplus property. Staff is instructed to sell all items for the best available price or properly dispose of items that it is unable to sell.

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

ADOPTED BY THE CITY COUNCIL ON JULY 17, 2017.

Javier H. Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

City of University Place
Surplus Equipment – Exhibit A

Description	Purchase Date	Serial Number	Department	Book Value	Estimated Market Value
2004 Tymco 600 Sweeper	March, 2004	1FVAB6BVX4DM31636	Public Works	\$0	\$20,000

CERTIFICATION OF SURPLUS PROPERTY



3715 Bridgeport Way W
University Place, WA 98466
PH: 253.566.5656 FAX: 253.566-5658

Contact Person: Debra Kelly-Sage Department: OPS

Description of Item: 2004 Tymco 600 Sweeper ser no. 1FVAB6BVX4DM31636

Fixed Asset number: _____

Condition: Excellent Good Fair Poor

Estimated Value: \$0-499 \$500-\$1,999 \$2,000+
*Property with a market value over \$500 must be submitted by Finance to the City Manager for approval.
Property with a market value over \$2,000 must be submitted by Finance to the City Council for approval.*

Reason for Disposal: Obsolete Broken Replaced by upgrade Stolen
 No longer needed Returned Other _____

Vehicles: Book Value: n/a Market Value: variable Mileage: 7000 hr on main motor

Suggested Method of Disposal: AUCTION

I certify that the above information is true and correct to the best of my knowledge and I hereby request that the City of University Place properly dispose of the property.

[Signature] Department Director Approval 6/30/17 Date

Comments: This is a specialized type of equipment. We anticipate a recovered amount in the \$25,000- \$30,000 range but cannot give an exact amount. The machine is 5 years past the industry standard for use

[Signature] Finance Approval 6/30/17 Date

Comments: _____

[Signature] City Manager Approval 7/5/17 Date

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

Proposed Council Action:

Adopt a resolution ratifying the City's agreement with Tyler Technologies for the purchase and implementation of an on-premise EnerGov Permits & Licensing System.

Agenda No: 8C

Dept. Origin: Communications/Information Technology

For Agenda of: July 17, 2017

Exhibits: Resolution, Tyler Tech Sales Quotation
Tyler Tech License & Services Agreement

Concurred by Mayor: _____

Approved by City Manager: _____

Approved as to form by City Atty.: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required: \$86,727.59 (2017)	Budgeted: \$86,840.78 (2017)	Required: \$0.00
\$73,669.65 (2018)	\$75,700.00 (2018)	
\$73,669.65 (2019) (with taxes)		

SUMMARY / POLICY ISSUES

The City's existing Permit Tracking System is obsolete and in the process of phasing out. Having identified a need to replace the current system, funds were included in the 2015/16 budget. Those funds have been carried forward to this time.

In 2016 the City issued a competitive Request for Proposals and, after thorough deliberation, the administration selected Tyler Technologies as the recommended proposer. After contract negotiation, Tyler Technologies provided a final agreement which includes implementation and support in a three-year cycle, from 2017 (\$86,727.59), 2018 (\$73,669.65), to 2019 (\$73,669.65), for a total cost of \$234,066.89.

The system once implemented will provide the following solutions:

- A user-friendly citizen web portal which allows contractors, developers, applicants, citizens and others access to services 24 hours a day, 7 days a week
- The ability for applicants to easily access and submit applications, plans and inquiries, or make payments, which are immediately posted for more efficient routing, scheduling and updating
- The opportunity for staff to track, schedule, and route inspections and results from mobile devices, including inspection calendar and time allotment by inspector
- The capacity to automate workflows to comply with regulatory timelines, notifications and records management in accordance with state retention requirements, laying the foundation for a possible future enterprise-wide Content Management System
- Seamless integration with the City's existing Tyler Technologies Finance/Cashiering systems

ALTERNATIVE CONSIDERED

Eight proposals to the RFP were received; one proposal was unresponsive, two proposals were too high in cost, one proposal didn't meet I.T. needs. Of the remaining four bids, the Tyler Tech proposal most completely met the needs outlined in the RFP and was chosen by a decisive margin by the staff evaluation committee.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution ratifying the City's agreement with Tyler Technologies for the purchase and implementation of an on-premise EnerGov Permits & Licensing System.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF AN ON-PREMISE ENERGOV PERMITS & LICENSING SYSTEM

WHEREAS, a need to replace the City's obsolete Permit Tracking System was identified and included in the approved carryforwards in the City's budget to be implemented in 2017; and

WHEREAS, the approved budget includes funds in the amount of \$86,840.78 in 2017 (carryforward dollars), and \$75,700.00 in 2018 (carryforward and Permit Tracking dollars); and

WHEREAS, in accordance with State law, the City had issued a competitive Request for Proposals for a new Community Planning & Development System, and, after thoroughly evaluating the responses, the administration selected Tyler Technologies as the recommended proposer and negotiated a final contract amount within the approved budget amount; and

WHEREAS, the recommended proposal meets the requirements of the City's Permit Tracking System, including an on-line portal for application submittal and payment processing; and

WHEREAS, the recommended proposal integrates with the City's current Tyler Technologies systems in Finance/Cashiering (and Human Resources) and lays the foundation for a possible future enterprise-wide Content Management System;

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

Section 1. Approval of Form of Documents. The City Council hereby approves execution of the License and Services Agreement for Tyler Technologies On-Premise EnerGov Permits and Licensing System in substantially the form of the documents accompanying this Resolution.

Section 2. Completion of Work. The City Manager is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of documents attached to this Resolution, and this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON JULY 17, 2017.

Javier Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney



Quoted By: Christina Hendrickson
 Date: 12/5/2016
 Quote Expiration: 1/29/2016
 Quote Name: University Place-ERP-EnerGov
 Quote Number: 2016-18913
 Quote Description: On-Premise EnerGov Permits and Licensing

Sales Quotation For

City of University Place
 3715 Bridgeport Way W
 University Place, Washington 98466
 Phone (253) 460-2517

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler Forms Processing	\$7,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$7,500.00	\$1,500.00
Tyler Content Manager SE	\$9,000.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$14,100.00	\$1,620.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$7,550.00	\$900.00
Additional:						
EnerGov Citizen Access Portal	\$6,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$8,550.00	\$1,500.00
EnerGov e-Reviews	\$8,250.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$17,175.00	\$2,063.00
EnerGov ESRI Integration	\$10,000.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$11,275.00	\$2,500.00
EnerGov Intelligent Objects Automation	\$10,665.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$20,865.00	\$2,666.00
EnerGov Permits & Inspections	\$16,500.00	17 @ \$1,275.00	\$21,675.00	\$10,800.00	\$48,975.00	\$4,125.00
EnerGov Professional Licensing	\$6,000.00	7 @ \$1,275.00	\$8,925.00	\$7,800.00	\$22,725.00	\$1,500.00
TOTAL:	\$78,915.00	48	\$61,200.00	\$18,600.00	\$158,715.00	\$18,374.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Permits & Code Forms Library (4 Forms)	1	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	\$1,200.00	\$0.00	\$1,200.00
EnerGov Project Manager Services	1	\$7,500.00	\$0.00	\$7,500.00
Install Fee - New Server Install-WIN	1	\$4,000.00	\$0.00	\$4,000.00
Tyler Forms Processing Configuration	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$16,600.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$78,915.00	\$18,374.00
Total Tyler Services	\$96,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$175,315.00	\$18,374.00
Contract Total	\$193,689.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Permits & Inspections - Option 1 - Applications	\$3,600.00	\$0.00	\$3,600.00
EnerGov Permits & Inspections - Option 2 - Violations	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Option 3 - Inspections	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Standard - Master	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing Opt 1 - Bills	\$3,600.00	\$0.00	\$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts	\$4,200.00	\$0.00	\$4,200.00
TOTAL:			\$18,600.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

EnerGov modules are limited to a maximum of 20 users.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client,

Comments

are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of University Place, WA
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.

- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a

Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any

deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of

appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-

line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent

such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms - DocOrigin End User License Agreement
Schedule 1: Third Party Terms - MyGovPay/VirtualPay and IVR |

Signatures to follow on the next page:

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of University Place

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of University Place
3715 Bridgeport Way W
University Park, WA 98466
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

The Remainder of this page intentionally left blank



Quoted By: Christina Hendrickson
 Date: 12/5/2016
 Quote Expiration: 1/29/2016
 Quote Name: University Place-ERP-EnerGov
 Quote Number: 2016-18913
 Quote Description: On-Premise EnerGov Permits and Licensing

Sales Quotation For

City of University Place
 3715 Bridgeport Way W
 University Place, Washington 98466
 Phone (253) 460-2517

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler Forms Processing	\$7,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$7,500.00	\$1,500.00
Tyler Content Manager SE	\$9,000.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$14,100.00	\$1,620.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$7,550.00	\$900.00
Additional:						
EnerGov Citizen Access Portal	\$6,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$8,550.00	\$1,500.00
EnerGov e-Reviews	\$8,250.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$17,175.00	\$2,063.00
EnerGov ESRI Integration	\$10,000.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$11,275.00	\$2,500.00
EnerGov Intelligent Objects Automation	\$10,665.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$20,865.00	\$2,666.00
EnerGov Permits & Inspections	\$16,500.00	17 @ \$1,275.00	\$21,675.00	\$10,800.00	\$48,975.00	\$4,125.00
EnerGov Professional Licensing	\$6,000.00	7 @ \$1,275.00	\$8,925.00	\$7,800.00	\$22,725.00	\$1,500.00
TOTAL:	\$78,915.00	48	\$61,200.00	\$18,600.00	\$158,715.00	\$18,374.00



Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Permits & Code Forms Library (4 Forms)	1	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	\$1,200.00	\$0.00	\$1,200.00
EnerGov Project Manager Services	1	\$7,500.00	\$0.00	\$7,500.00
Install Fee - New Server Install-WIN	1	\$4,000.00	\$0.00	\$4,000.00
Tyler Forms Processing Configuration	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$16,600.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$78,915.00	\$18,374.00
Total Tyler Services	\$96,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$175,315.00	\$18,374.00
Contract Total	\$193,689.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Permits & Inspections - Option 1 - Applications	\$3,600.00	\$0.00	\$3,600.00
EnerGov Permits & Inspections - Option 2 - Violations	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Option 3 - Inspections	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Standard - Master	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing Opt 1 - Bills	\$3,600.00	\$0.00	\$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts	\$4,200.00	\$0.00	\$4,200.00
TOTAL:			\$18,600.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

EnerGov modules are limited to a maximum of 20 users.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client,

Comments

are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* See Section 2 below for payment of license fees.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, please see Section 2 below for payment of annual maintenance and support fees for years 2 and 3.

2. Professional Services.

2.1 *In-scope Professional Services Upon Effective Date:* Notwithstanding any language to the contrary in Sections 2.2-2.7 below, fees for services included in the Investment Summary as of the Effective Date shall be paid as indicated in Section 2 below.

2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in



the Maintenance and Support Agreement.

2.6 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Project Payment Milestones. License, Service and annual Maintenance and Support Fees (for years 2 and 3) in the Investment Summary as of the Effective Date shall be payable as indicated below:

Payment Due Date	Payment Amount*	Payment Components
Contract Execution	\$78,915	100% of License Fees for Tyler Software
February 1, 2018	\$67,033.35	Year 2 maintenance and support fees of \$18,374 and professional service fees of \$48,659.35
February 1, 2019	\$67,033.35	Year 3 maintenance and support fees of \$19,292.70 and professional service fees of \$47,740.65
* Tyler will add applicable taxes to invoices.		

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating





Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed

separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

☐ Breakfast	15%
☐ Lunch	25%
☐ Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicensable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

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- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. LIMITATIONS OF LIABILITY.

- 6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]



Exhibit D
Schedule 1
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov’s MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov’s VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. **Interactive Voice Response ("IVR").** If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) **Network Security.** Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.
- (b) **Content.** Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) **Lawful Purposes.** Customer shall not use the IVR system for any unlawful purpose.
- (d) **Critical Application.** Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) **No Harmful Code.** Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) **IVR WARRANTY.** Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



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

Proposed Council Action:

Pass an ordinance granting a twenty-year extension of Ordinance No. 165, the City's nonexclusive franchise to the City of Tacoma Department of Public Utilities, Light Division.

Agenda No: 8D
Dept. Origin: City Attorney
For Agenda of: July 17, 2017
Exhibits: Ordinance

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

On September 15, 1997, the City Council passed Ordinance No. 165, which authorized City of Tacoma Department of Public Utilities, Light Division (TPU-Light), to construct, maintain, operate, replace and repair an electrical light and power system, in, across, over, along, under, through and below certain designated public rights-of-way of the City of University Place for a twenty-year period. This franchise will expire on October 15, 2017. TPU-Light has requested a twenty-year extension of the Franchise Agreement.

After discussion during the June 19, 2017 study session, the City Council directed staff to bring forth an ordinance extending the franchise agreement for both power and water services for Council consideration for a period of twenty years.

RECOMMENDATION / MOTION

MOVE TO: Pass an ordinance granting a twenty-year extension of Ordinance No. 165, the City's nonexclusive franchise to the City of Tacoma Department of Public Utilities, Light Division.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, GRANTING A TWENTY-YEAR EXTENSION OF ORDINANCE NO. 165,
THE CITY'S NONEXCLUSIVE FRANCHISE TO THE CITY OF TACOMA DEPARTMENT
OF PUBLIC UTILITIES, LIGHT DIVISION**

WHEREAS, on September 15, 1997, the City Council passed Ordinance No. 165, which authorized City of Tacoma Department of Public Utilities, Light Division (TPU-Light), to construct, maintain, operate, replace and repair an electrical light and power system, in, across, over, along, under, through and below certain designated public rights-of-way of the City of University Place for a twenty-year period; and

WHEREAS, TPU-Light's franchise will expire on October 15, 2017; and

WHEREAS, TPU-Light has requested a twenty-year extension of the Franchise Agreement; and

WHEREAS, it would be in the residents' best interest to extend TPU-Light's franchise for a period of twenty (20) years;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE DOES
ORDAIN AS FOLLOWS:**

Section 1. Extension Granted. The Franchise Agreement with City of Tacoma Department of Public Utilities, Light Division, approved by Ordinance No. 165, is hereby extended for twenty (20) years from the effective date of this Ordinance.

Section 2. Full force and Effect. With the exception of the extension of the term set forth in Section 1 of the Franchise Agreement with City of Tacoma Department of Public Utilities, Light Division, all other terms, conditions, rights and responsibilities contained in said Agreement remain in full force and effect.

Section 3. Severability. If any one or more sections, subsections or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 4. Effective date. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON JULY 17, 2017.

Javier H. Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Published: xx/xx/xx

Effective Date: xx/xx/xx

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

Proposed Council Action:

Pass an ordinance granting a twenty-year extension of Ordinance No. 166, the City's nonexclusive franchise to the City of Tacoma Department of Public Utilities, Water Division.

Agenda No: 8E
Dept. Origin: City Attorney
For Agenda of: July 17, 2017
Exhibits: Ordinance

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

On September 15, 1997, the City Council passed Ordinance No. 166, which authorized City of Tacoma Department of Public Utilities, Water Division (TPU-Water), to construct, operate and maintain facilities in, upon, over, under, along, across and through the franchise area of the City of University Place for a twenty-year period. This franchise will expire on September 22, 2017. TPU-Water has requested a twenty-year extension of the Franchise Agreement.

After discussion during the June 19, 2017 study session, the City Council directed staff to bring forth an ordinance extending the franchise agreement for both power and water services for Council consideration for a period of twenty years.

RECOMMENDATION / MOTION

MOVE TO: Pass an ordinance granting a twenty-year extension of Ordinance No. 166, the City's nonexclusive franchise to the City of Tacoma Department of Public Utilities, Water Division.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, GRANTING A TWENTY-YEAR EXTENSION OF ORDINANCE NO. 166,
THE CITY'S NONEXCLUSIVE FRANCHISE TO THE CITY OF TACOMA DEPARTMENT
OF PUBLIC UTILITIES, WATER DIVISION**

WHEREAS, on September 15, 1997, the City Council passed Ordinance No. 166, which authorized City of Tacoma Department of Public Utilities, Water Division (TPU-Water), to construct, operate and maintain facilities in, upon, over, under, along, across and through the franchise area of the City of University Place for a twenty-year period; and

WHEREAS, TPU-Water's franchise will expire on September 22, 2017; and

WHEREAS, TPU-Water has requested a twenty-year extension of the Franchise Agreement; and

WHEREAS, it would be in the residents' best interest to extend TPU-Water's franchise for a period of twenty (20) years;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE DOES
ORDAIN AS FOLLOWS:**

Section 1. Extension Granted. The Franchise Agreement with City of Tacoma Department of Public Utilities, Water Division, approved by Ordinance No. 166, is hereby extended for twenty (20) years from the effective date of this Ordinance.

Section 2. Full force and Effect. With the exception of the extension of the term set forth in Section 1 of the Franchise Agreement with City of Tacoma Department of Public Utilities, Water Division, all other terms, conditions, rights and responsibilities contained in said Agreement remain in full force and effect.

Section 3. Severability. If any one or more sections, subsections or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 4. Effective date. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON JULY 17, 2017.

Javier H. Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Published: xx/xx/xx

Effective Date: xx/xx/xx

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

Proposed Council Action:

Authorize the purchase of easements in the amount of \$147,800.00 from 64th & Bridgeport of Nevada, LLC, over a portion of parcel #0220271062 for the Bridgeport Way Phase 4 project and authorize the City Manager to execute all necessary documents.

Agenda No: 8F
Dept. Origin: Engineering
For Agenda of: July 17, 2017
Exhibits: Admin. Settlement Memo, Easements, and Supporting Documents

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

Expenditure Required: \$147,800.00	Amount Budgeted: \$147,800.00	Appropriation Required: \$0.00
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SUMMARY / POLICY ISSUES

The improvements for the Bridgeport Phase 4 Roadway Improvement Project is part of the City's approved Transportation Improvement Plan (TIP), and in order to construct the street and walkway improvements, it is necessary to purchase easements for the right-of-way from the property owner. The easement purchase was negotiated by the City's Right of Way agent, Universal Field Services, in accordance with federal regulations. City staff recommends completing this purchase transaction so that the Bridgeport Phase 4 Roadway Improvement Project may proceed.

This project is funded through a grant from the Federal Highway Administration. This grant covers 86.5% of the cost of this acquisition. The 13.5% local match is programmed in the City's current budget.

RECOMMENDATION / MOTION

MOVE TO: Authorize the purchase of easements in the amount of \$147,800.00 from 64th & Bridgeport of Nevada, LLC, over a portion of parcel #0220271062 for the Bridgeport Way Phase 4 project and authorize the City Manager to execute all necessary documents.

After Recording Mail to:

CITY OF UNIVERSITY PLACE
Attn: City Engineer
3715 Bridgeport Way W.
University Place, WA 98466

Grantor: 64th and Bridgeport of Nevada, LLC
Grantee: City of University Place
**Abbreviated Legal: Ptn of NE NE Sec.27, Twp. 20N, Rg. 2E; SE SE Sec. 22, Twp. 20N,
Rg. 2E**
Assessor's Tax Parcel Number: #0220271062
Project: Bridgeport Phase 4 Roadway Improvements
Project Parcel #6

Right of Way Easement

The Grantor(s) **64th and Bridgeport of Nevada, LLC, a Nevada Limited Liability Company**, for and in consideration of mutual and special benefits resulting from the construction of the project, grants and conveys unto the **City of University Place, a municipal corporation of the State of Washington**, and its assigns, a non-exclusive perpetual right-of-way easement for all utility and transportation purposes, including the installation, maintenance, repair, and or removal of all transportation and utility facilities, over, under, upon and across the following property, to the same extent and purpose as of the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

Per **Exhibit A** and as depicted in **Exhibit B** attached hereto and made a part hereof by this reference.

It is understood and agreed that delivery of this easement document is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of University Place, unless and until accepted and approved hereon in writing for the City of University Place by its City Manager.

STATE OF Washington)
COUNTY OF Pierce) SS

On this 15th day of June, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian McGuire, to me known to be the individual who executed the within and foregoing instrument, and on oath stated that he is authorized to execute the instrument as Manager of 64th and Bridgeport of Nevada, LLC, a Limited Liability Company, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC
STATE OF WASHINGTON
GEORGIA MONTAIN
My Appointment Expires
MARCH 24, 2019

Georgia Montain
(Signature of Notary)
Georgia Montain
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington
residing at: Puyallup
My Appointment Expires: 03/24/19

**LEGAL DESCRIPTION
PERMANENT RIGHT OF WAY EASEMENT
(PIERCE COUNTY TAX PARCEL NUMBER 0220271062)**

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF THE COUNTY ROAD KNOWN AS BRIDGEPORT WAY AS CONVEYED TO PIERCE COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NO. 1294099 AND 1294102, IN PIERCE COUNTY, WASHINGTON:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING NORTH OF BRIDGEPORT WAY AS ORIGINALLY LOCATED (NOW CHAMBERS CREEK ROAD) AND LYING WEST OF 67TH AVENUE WEST, AS DESCRIBED IN DEDICATION DEED RECORDED UNDER AUDITOR'S NO. 8512100132, AND ALSO THAT PORTION OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF RELOCATED BRIDGEPORT WAY WEST AS DESCRIBED IN DEDICATION DEED RECORDED UNDER AUDITOR'S NO. 2512470, AND WEST OF 67TH AVENUE WEST, AS DESCRIBED IN DEDICATION DEED RECORDED UNDER AUDITOR'S NO. 8512100132, AND LYING EAST OF CHAMBERS CREEK COUNTY ROAD, FORMERLY ANDERSON PIERCE COUNTY ROAD, AS DESCRIBED IN DEDICATION DEED RECORDED UNDER AUDITOR'S NO. 1225032.

DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH MARGIN OF BRIDGEPORT WAY WEST AND THE EAST MARGIN OF CHAMBERS CREEK ROAD, SAID INTERSECTION BEING AT ENGINEER'S STATION (ES) 211+73.60, LEFT 30.19 FEET AS SHOWN ON BRIDGEPORT 4A RIGHT OF WAY PLAN ON FILE WITH THE CITY OF UNIVERSITY PLACE;
THENCE SOUTH 77°10'49" EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 444.81 FEET TO ES 207+29.26, LEFT 33.25 FEET AND THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET;
THENCE CLOCKWISE, ALONG THE ARC OF SAID CURVE AND SAID SOUTH MARGIN, THROUGH A CENTRAL ANGLE OF 63°59'35", A DISTANCE OF 55.84 FEET TO ES 206+84.70, LEFT 61.92 FEET, AND A POINT HEREINAFTER KNOWN AS **REFERENCE POINT "A"**;
THENCE NORTH 32°26'03" WEST, A DISTANCE OF 24.43 FEET TO ES 207+01.82, LEFT 44.50 FEET;
THENCE NORTH 77°56'33" WEST, A DISTANCE OF 283.75 FEET TO ES 209+85.57, LEFT 44.50 FEET;
THENCE NORTH 77°04'30" WEST, A DISTANCE OF 181.01 FEET TO ES 211+65.91, LEFT 44.50 FEET, AND A POINT ON SAID EAST MARGIN, AND SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 242.84 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 72°45'04" WEST;

(PAGE 1 OF 2)

2601 South 35th Street, Suite 200, Tacoma, Washington 98409
(253) 473-4494 Fax: (253) 473-0599



LEGAL DESCRIPTION
PERMANENT RIGHT OF WAY EASEMENT
(PIERCE COUNTY TAX PARCEL NUMBER 0220271062)

THENCE NORTHWESTERLY AND CLOCKWISE, ALONG THE ARC OF SAID CURVE AND SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF 3°50'00", A DISTANCE OF 16.25' TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

COMMENCING AT AFOREMENTIONED **REFERENCE POINT "A"** AT ES 206+84.70, LEFT 61.92 FEET, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 76°48'46' EAST; THENCE SOUTHERLY AND CLOCKWISE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°22'19", A DISTANCE OF 2.07 FEET TO ES 206+83.85, LEFT 63.81 FEET AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 18°15'58", A DISTANCE OF 15.94 FEET TO ES 206+80.08, LEFT 79.23 FEET;

THENCE SOUTH 7°27'03" WEST, A DISTANCE OF 19.20 FEET TO ES 206+78.54, LEFT 98.37 FEET; THENCE NORTH 82°44'39" WEST, A DISTANCE OF 4.04 FEET TO ES 206+82.57, LEFT 98.70 FEET; THENCE NORTH 9°56'47" EAST, A DISTANCE OF 34.91 FEET TO THE **POINT OF BEGINNING**.

(CONTAINING 6,383 SQUARE FEET, MORE OR LESS)



TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

(PAGE 2 OF 2)

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(253) 473-4494 Fax: (253) 473-0599

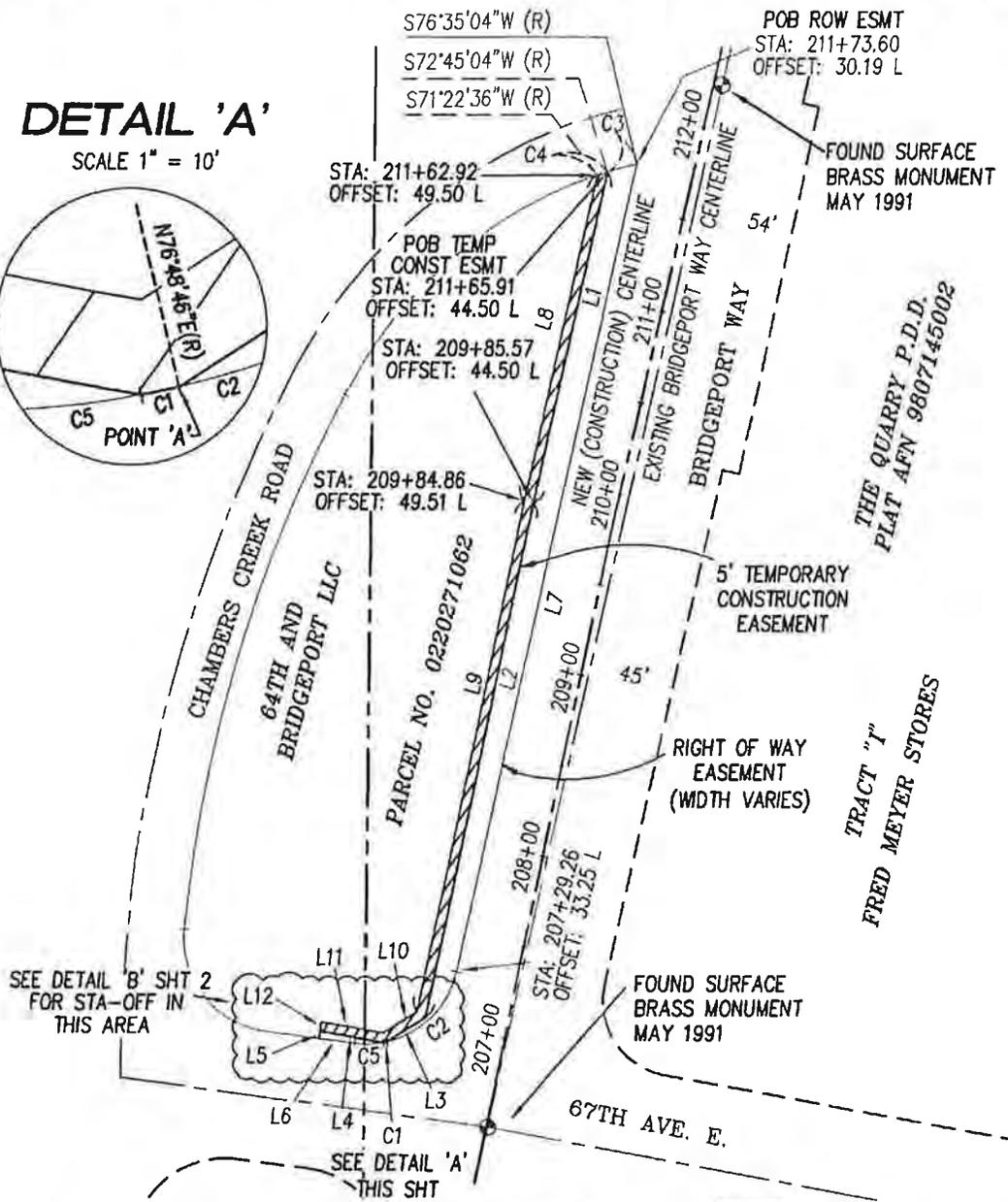
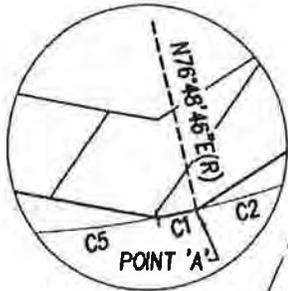


PERMANENT RIGHT OF WAY EASEMENT/ TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

TAX PARCEL NUMBER 0220271062

DETAIL 'A'

SCALE 1" = 10'



SCALE 1" = 100'
 APEX JOB NO. 29018
 SHEET 1 OF 2



Apex

Engineering PLLC

2601 South 35th, Suite 200
 Tacoma, Washington 98409-7479
 (253) 473-4494 FAX: (253) 473-0599

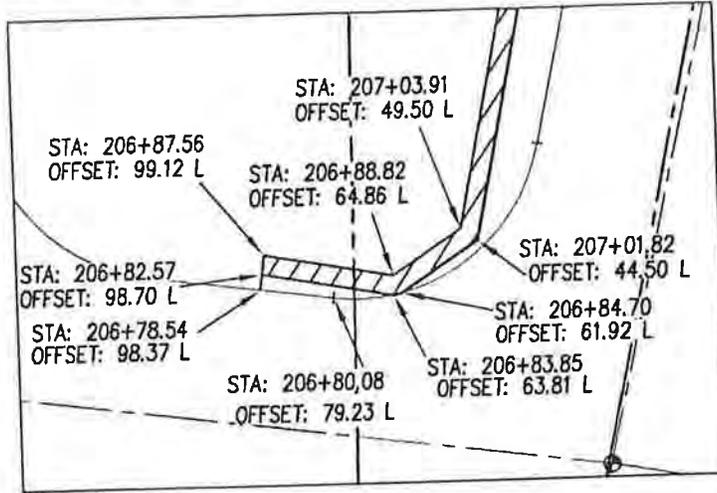
4/13/17

PERMANENT RIGHT OF WAY EASEMENT/ TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

TAX PARCEL NUMBER 0220271062

DETAIL 'B'

SCALE 1" = 50'



LINE TABLE

LINE	LENGTH	BEARING
L1	181.01'	S77°04'30"E
L2	283.75'	S77°56'33"E
L3	24.43'	N32°26'03"W
L4	34.91'	S09°56'47"W
L5	4.04'	N82°44'39"W
L6	19.20'	S07°27'03"W
L7	444.81'	N77°10'49"W
L8	178.06'	N77°04'30"W
L9	281.69'	N77°56'33"W
L10	21.54'	N32°26'03"W
L11	34.28'	N09°56'47"E
L12	5.01'	N82°44'39"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	2.07'	50.00'	2°22'19"
C2	55.84'	50.00'	63°59'35"
C3	16.25'	242.84'	3°50'00"
C4	5.82'	242.84'	1°22'28"
C5	15.94'	50.00'	18°15'58"



Apex

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APEX JOB NO. 29018
SHEET 2 OF 2

4/3/17

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599

After Recording Mail To:

CITY OF UNIVERSITY PLACE
3715 Bridgeport Way W.
University Place, WA 98466

TEMPORARY CONSTRUCTION EASEMENT

Grantor: 64th and Bridgeport of Nevada, LLC
Grantee: City of University Place
Abbreviated Legal: Ptn of NE NE Sec.27, Twp. 20N, Rg. 2E; SE SE Sec. 22, Twp. 20N, Rg. 2E
Assessor's Tax Parcel Number: #0220271062
Project: Bridgeport Phase 4 Roadway Improvements
Project Parcel #6

THIS INSTRUMENT is made this 15 day of JUNE, 2017, by and between **64th and Bridgeport of Nevada, LLC**, a Nevada Limited Liability Company, hereinafter called the "Grantor", and the **City of University Place**, a municipal corporation of the State of Washington, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Pierce, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

Per Exhibit A and as depicted in Exhibit B attached hereto and by this reference made a part hereof.

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. In the event Grantee's utility connection work requires access to property in addition to the Easement Area, Grantee shall have the right to enter into such additional property and such entry shall be governed by the terms of this

easement. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. The term of this Easement is twelve (12) months (the "Term"). The Term shall commence upon Grantee's authorization to its construction contractor to proceed with construction ("construction start date"), and shall remain in force until **no later than December 31, 2018**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Payment for Easement. Grantee shall pay Grantor Twelve Thousand, Eight Hundred Twenty-Eight and 00/100ths Dollars (\$12,828.00).

7) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sub lessees and each and every person who

shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8) Notification. Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the Grantee of this agreement.

Dated this 15 day of June, 2017.

64th and Bridgeport of Nevada, LLC

64th and Bridgeport of Nevada, LLC

By: [Signature]
Printed Name: Brian R. McMillan
Title: Manager
Date: 6-15-17

By: _____
Printed Name: _____
Title: _____
Date: _____

Accepted by the City of University Place

Approved as to form:

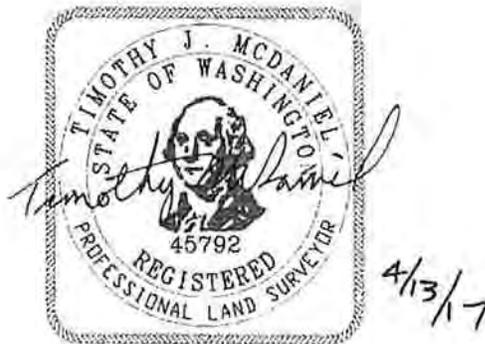
By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: City Attorney
Date: _____

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
(PIERCE COUNTY TAX PARCEL NUMBER 0220271062)**

ANGLE OF 2°22'19", A DISTANCE OF 2.07 FEET TO ES 206+83.85, LEFT 63.81 FEET;
THENCE SOUTH 9°56'47" WEST, A DISTANCE OF 34.91 FEET TO ES 206+82.57, LEFT 98.70 FEET;
THENCE NORTH 82°44'39" WEST, A DISTANCE OF 5.01 FEET TO ES 206+87.59, LEFT 99.12 FEET;
THENCE NORTH 9°56'47" EAST, A DISTANCE OF 34.28 FEET TO ES 206+88.82, LEFT 64.86 FEET;
THENCE NORTH 32°26'03" WEST, A DISTANCE OF 21.54 FEET TO ES 207+03.91, LEFT 49.50 FEET;
THENCE NORTH 77°56'33" WEST, A DISTANCE OF 281.69 FEET TO ES 209+84.86, LEFT
49.51 FEET;
THENCE NORTH 77°04'30" WEST, A DISTANCE OF 178.06 FEET TO ES 211+62.92, LEFT
49.50 FEET, TO A POINT ON SAID EAST MARGIN, AND SAID POINT ALSO BEING THE BEGINNING
OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 242.84 FEET AND TO
WHICH POINT A RADIAL BEARS SOUTH 71°22'36" WEST;
THENCE NORTHWESTERLY AND CLOCKWISE, ALONG THE ARC OF SAID CURVE AND SAID EAST
MARGIN, THROUGH A CENTRAL ANGLE OF 1°22'28", A DISTANCE OF 5.82 FEET TO THE **POINT
OF BEGINNING.**

(CONTAINING 2,604 SQUARE FEET, MORE OR LESS)



TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

(PAGE 2 OF 2)

2601 South 35th Street, Suite 200, Tacoma, Washington 98409
(253) 473-4494 Fax: (253) 473-0599

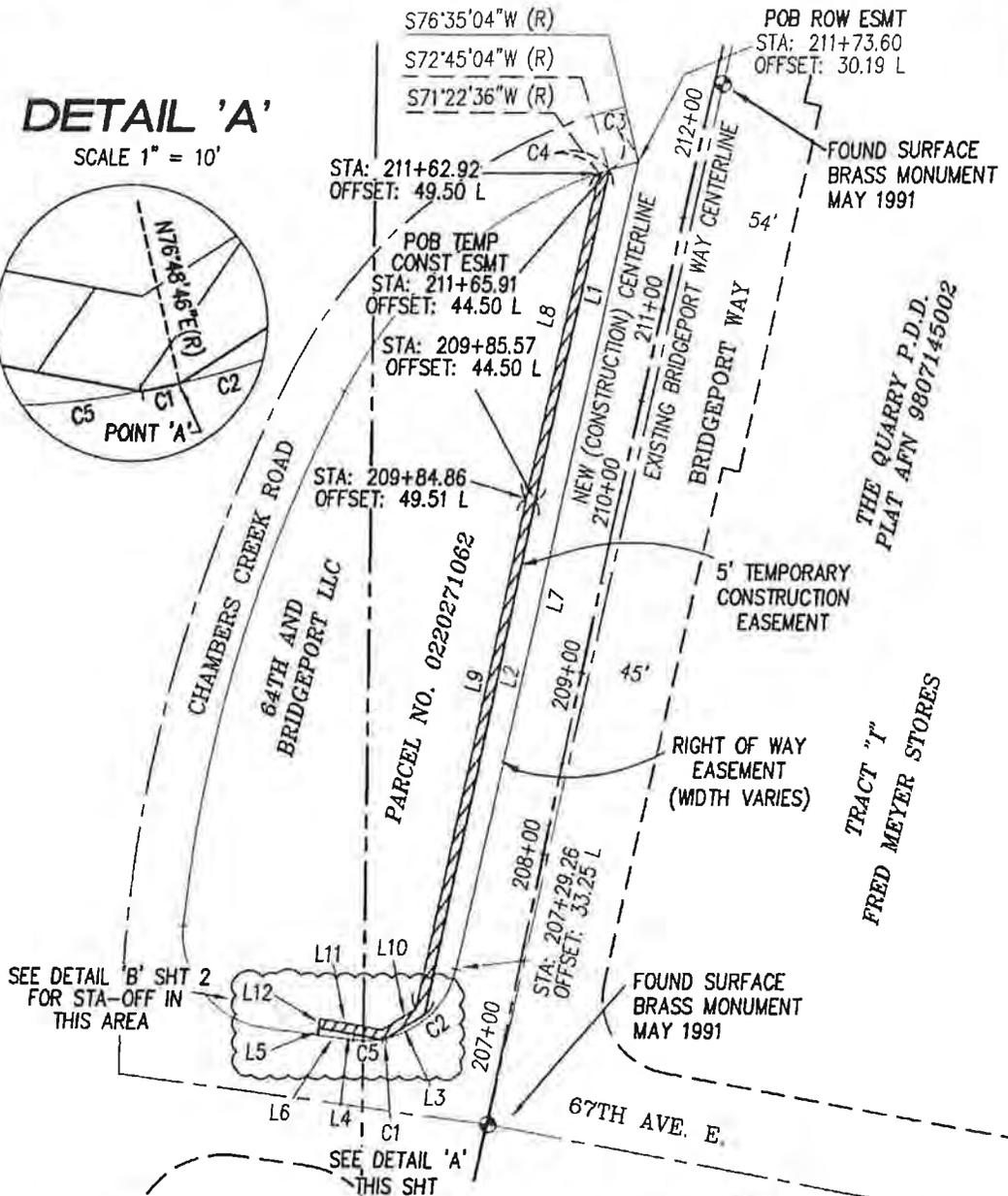
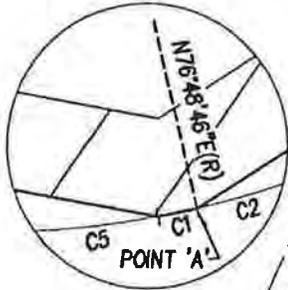


PERMANENT RIGHT OF WAY EASEMENT/ TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

TAX PARCEL NUMBER 0220271062

DETAIL 'A'

SCALE 1" = 10'



SEE DETAIL 'B' SHT 2
FOR STA-OFF IN
THIS AREA

SEE DETAIL 'A'
THIS SHT



SCALE 1" = 100'
APEX JOB NO. 29018
SHEET 1 OF 2



Apex

Engineering PLLC

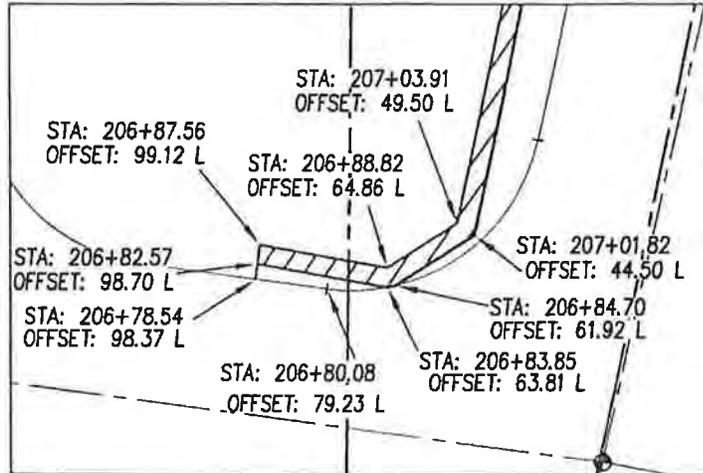
2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599

PERMANENT RIGHT OF WAY EASEMENT/ TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

TAX PARCEL NUMBER 0220271062

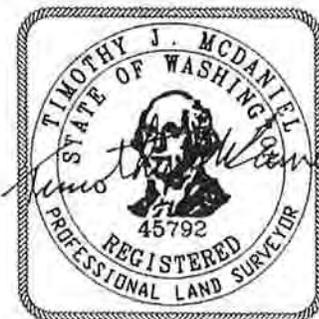
DETAIL 'B'

SCALE 1" = 50'



LINE TABLE		
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L5	4.04'	N82°44'39"W
L6	19.20'	S07°27'03"W
L7	444.81'	N77°10'49"W
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CURVE TABLE			
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4/3/17

Apex

Engineering PLLC

APEX JOB NO. 29018
SHEET 2 OF 2

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(253) 473-4494 FAX: (253) 473-0599

JUN 05 2017

Real Property Voucher

CITY OF UNIVERSITY PLACE
3715 Bridgeport Way W.
University Place, WA 98466

Claimant(s)

64th & Bridgeport of Nevada, LLC
Brian McGuire
3338 Saddlebrook St.
Las Vegas, NV 89141

Property Address: XXXX Bridgeport Way W., University Place, WA 98467 (Corner of 67th Ave E and Bridgeport Way.)

Bridgeport Phase 4 Roadway Improvements Project
Project Parcel No. 6

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Right of Way Easement and Temporary Construction Easement, dated June 15, 2017.

Lands Conveyed for ROW Easement: 6,281 SF (m/l)	\$109,918.00
Temporary Construction Easement: 3,665 SF (m/l)	\$12,282.00
Total (Rounded)	\$122,800.00
Administrative Settlement	\$ 25,000.00
Total	\$147,800.00

I have been informed that if there is a mortgage or lien on my property, the mortgage company or lienholder may require that all or a portion of the proceeds from this transaction be applied towards principal reduction of the outstanding lien balance. If necessary, the City of University Place will deposit the funds from this transaction into escrow for the purpose of clearing title of the purchased land. The escrow company will disburse the funds according to the requirements of the mortgage company or lienholder.

I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of University Place, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.

64th and Bridgeport of Nevada, LLC

64th and Bridgeport of Nevada, LLC

By: [Signature]
Printed Name: Brian P. McGuire
Title: Manager
Date: 6-3-17

By: [Signature]
Printed Name: Brian P. McGuire
Title: Manager
Date: 6-3-17

[Signature]
Tony MacDonald, Right-of-Way Consultant
Date: June 11, 2017
Place Signed: Edmonds, WA

[Signature]
Dori Nutter, Engineering Project Coordinator
Date: 6/6/17
Place Signed: University Place

See Attachment

COUNCIL CONSIDERATION

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

Proposed Council Action:

Pass an ordinance of the City Council of the City of University Place, Washington, amending Title 1 of the Municipal Code to add a new chapter 1.35 "Legislative Policy Advisory Commissions" to supersede and replace all former legislation on the subject matter.

Agenda No: 9
Dept. Origin: City Attorney
For Agenda of: July 17, 2017
Exhibits: Ordinance and Exhibit A

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
---------------------------------	----------------------------	-----------------------------------

SUMMARY / POLICY ISSUES

State law provides "[t]hat the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council." City Council advisory commissions provide a community sounding board and focus group to originate ideas and assist the City Council in fashioning legislative policy.

Under State law all commissions are advisory to the City Council, and commission work is "legislative" in nature rather than administrative. Commissions may not take independent action representing the City with other agencies or bodies, and may not direct or otherwise participate in the work of the City's professional administration or consultants, and they are not volunteer labor.

The Council must determine what legislative policy issues it desires to have commissions review, and task them with that study through legislation approved by at least a majority of the City Council in a public meeting.

University Place legislative advisory commissions have been organized under a patchwork of legislation. The Council now desires to include all descriptions, rules and processes pertaining to all legislative advisory commissions into a single location.

The current legislation differs from what was previously presented to Council. Changes of note include:

- A new Section 3 is added to expressly repeal certain other legislation. This includes chapter 2.25 UPMC relative to the Planning Commission. It also includes the current resolutions governing the current commissions, and City Council Rules of Procedure which govern commissions.
- A new Proposed UPMC 1.35.090 ("Scope of Chapter") is added to address any resolutions which should have been repealed, but overlooked, and to address any provisions of State law governing advisory boards. On the latter point and of particular note, the Planning Commission is governed by particular provisions of state law which governs appointments (RCW 35.63.030) and meetings (RCW 35.63.040).

RECOMMENDATION / MOTION

MOVE TO: Pass an ordinance of the City Council of the City of University Place, Washington, amending Title 1 of the Municipal Code to add a new chapter 1.35 "Legislative Policy Advisory Commissions" to supersede and replace all former legislation on the subject matter.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING TITLE 1 OF THE MUNICIPAL CODE TO ADD A NEW CHAPTER 1.35 "LEGISLATIVE POLICY ADVISORY COMMISSIONS" TO SUPERSEDE AND REPLACE ALL FORMER LEGISLATION ON THE SUBJECT MATTER

WHEREAS, State law provides "[t]hat the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council;" and

WHEREAS, City Council advisory commissions provide a community sounding board and focus group to originate ideas and assist the City Council in fashioning legislative policy; and

WHEREAS, under State law all commissions are advisory to the City Council, and commission work is "legislative" in nature rather than administrative; and

WHEREAS, commissions may not take independent action representing the City with other agencies or bodies, and may not direct or otherwise participate in the work of the City's professional administration or consultants, and they are not volunteer labor; and

WHEREAS, the Council must determine what legislative policy issues it desires to have commissions review, and task them with that study through legislation approved by at least a majority of the City Council in a public meeting; and

WHEREAS, University Place legislative advisory commissions have been organized under an array of Council resolutions, which have been adopted and superseded numerous times with each commission having a separate series of resolutions; and

WHEREAS, the Council now desires to include all descriptions, rules and processes pertaining to all legislative advisory commissions into a single chapter of the University Place Municipal Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Legislative Findings. The recitals and findings set forth above are hereby adopted as the City Council's legislative findings in support of the regulations adopted by this Ordinance.

Section 2. Code Amendment. Title 1 of the University Place Municipal Code is hereby amended to add new Chapter 1.35, "Legislative Policy Advisory Commissions" as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 3. Repeal. The following are repealed: chapter 2.25 of the University Place Municipal Code; Resolutions 666, 688, 719 and 752; and Section 5 of the City Council Rules of Procedure.

Section 4. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON JULY 17, 2017.

Javier H. Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Exhibit A to Ordinance No. _____

Chapter 1.35

LEGISLATIVE POLICY ADVISORY COMMISSIONS

Sections:

- 1.35.010 Intent.
- 1.35.020 Identification and Scope of Advisory Commissions.
- 1.35.030 Organization of Commissions
- 1.35.040 Origination of Work of Advisory Commissions.
- 1.35.050 Advisory Commission Work Approval Process.
- 1.35.060 Advisory Commission Meetings.
- 1.35.070 Reporting to Council by Advisory Commissions.
- 1.35.080 Appointments Process for Advisory Commissions.
- 1.35.090 Scope of Chapter.

- 1.35.010 Intent.

City Council commissions provide a community sounding board and focus group to originate ideas and assist the City Council in fashioning legislative policy. Commissions are exclusively advisory to the City Council. Commissions may not take independent action representing the City with other agencies or bodies, and do not direct or duplicate the work of the City's administration.

1.35.020 Identification and Scope of Advisory Commissions.

A. Planning Commission.

The Planning Commission advises the City Council and conducts public hearings on matters relating to the City's zoning and land use and development regulations as well as the City's comprehensive plan and other obligations under the State Growth Management Act.

B. Public Safety Advisory Commission.

The Public Safety Advisory Commission advises the City Council on matters relating to public safety in the City.

C. Economic Development Advisory Commission.

The Economic Development Advisory Commission advises the City Council on matters relating to economic development in the City.

D. Park Advisory Commission.

The Park Advisory Commission advises the City Council on matters relating to City parks.

1.35.030 Organization of Commissions.

A. Membership.

There shall be seven (7) regular voting members of each commission. Except as set forth below, Members shall be City residents, and will immediately forfeit their appointment if they move outside the city limits.

1. The Public Safety Advisory Commission shall be comprised of both voting members and non-voting representatives. The seven (7) At-Large members will be voting members. It is recommended to have one representative from each Police, Fire, and School to act as Commission liaisons who will be active Commission participants but will be non-voting representatives.

2. The Economic Development Advisory Commission shall be comprised of City residents, business owners, property owners, or business professionals working in the City. One member will be a member of the West Side Branch of the Tacoma-Pierce County Chamber of Commerce.

3. The Park Advisory Commission should include one member from the City's youth population, if feasible.

B. Vacancies and Appointments.

Appointments to the commissions, whether due to term expiration or resignation, will follow the commission recruitment and appointment process established by this Chapter.

C. Term.

Regular voting commission members shall be appointed to four-year terms that shall expire on January 31.

D. Removal of Members.

Members and liaisons may be removed by City Council motion and affirmative majority vote. Positions shall be deemed vacated after a member is absent for four (4) consecutive unexcused Regular Meetings.

E. Public Meetings.

All commission meetings shall comply with the Open Public Meetings Act and be held in the City. The City Clerk will publish Commission meeting notices.

F. Compensation and Staff Support.

Members shall serve without compensation. Any expenditure for the commission shall be within the amounts appropriated for the purposes set by the City Council and approved in advance by the City Manager or designee. Staff resource and support shall be as provided by the City Council in the Adopted Budget under the City Manager's authority.

G. Organization.

Each commission shall elect its own Chairperson and Vice-Chairperson. The Vice-Chairperson shall preside in the absence of the Chairperson. The Chairperson and Vice-Chairperson shall be voting members of the commission. The commission may adopt rules for transaction of business, and shall keep a written record of its meetings, attendance, and recommendations. Robert's Rules of Order, Revised, shall govern the deliberations of the commission except when in conflict with any of the provisions of this chapter. These records shall be public record and filed with the appropriate support staff in accordance with the requirements of the Public Records Act.

H. Conflict of Interest.

Each voting member present shall vote on all questions put to the commission unless a conflict of interest as defined in State law precludes it.

1.35.040 Origination of Work of Advisory Commissions.

A. Work originating from Council.

The City Council may direct a commission's review of legislative policy matters in any of three (3) ways: (1) By reviewing and approving a commission's proposed annual work plan resolution; (2) By adopting a resolution assigning a legislative policy issue for commission review; or (3) By adopting a resolution approving a commission-recommended legislative policy matter for further commission work.

B. Work or annual work plans originating from Advisory Commissions.

When two or more commissioners desire to propose a legislative policy topic for work by the commission, at least two proponents of the proposed legislative policy topic will describe in writing their proposal, and explain how the proposal is consistent with current adopted City Council Goals, and will also set forth the potential budget or staff impact for further development or implementation. The proponents will sign the written proposal and file it with the staff representative assigned to the commission. The written proposal will be distributed to all commission members and calendared for initial review at a commission meeting. At the conclusion of the full commission review, the commission will vote on whether to advance the proposal for a City Council study session. If a majority of commissioners support the proposal, the commission will submit a written request from the commission to the City Clerk to be calendared for a City Council study session through the City Council's established agenda process. For commissions desiring to propose an annual work plan for Council review and consideration, the draft work plan must be submitted through the City's regular agenda process early enough to be studied by Council and be ready for final consideration not later than the first meeting in December prior to the year it is intended to go into effect.

C. Work originating through other City code provisions.

Where other University Place Municipal Code provisions provide additional means and processes for work to be assigned to advisory commissions, such additional processes remain in effect.

1.35.050 Advisory Commission Work Approval Process.

All work of legislative policy advisory commissions will be assigned by, or approved by, at least a majority of the City Council by written resolution before City resources (administrative staff work or public funds) are utilized. Council resolutions assigning, or approving, legislative advisory commission work will provide commissions with clear tasks and direction, and will establish any appropriate processes and procedures for the work.

1.35.060 Advisory Commission Meetings.

A. Commissions will not have standing monthly meetings, but will meet only when there is work to be done. Commissions should meet only as a majority of the Commission deems necessary to work on matters specifically assigned by the City Council, either as part of an annual work plan or by separate resolution, or in the event that two or more commissioners have filed a request to meet to discuss work to be proposed by the commission to the Council for approval.

B. At least annually, the Council will hold a joint meeting with all commissions.

1.35.070 Reporting to Council by Advisory Commissions.

A. When a commission reports to the City Council on a proposed commission work item, proposed commission annual work plan, or reports back to Council on commission work previously assigned or approved by Council, the report will include attendance by the commission Chairperson or Vice-Chairperson at the Council's first study of the matter, and may include a minority report.

B. When a commission has met, but has not yet completed any assigned or approved work items, the commission Chairperson or Vice-Chairperson will provide a quarterly update to the Council on the commission's progress.

1.35.080 Appointment Process for Advisory Commissions.

A. Advertisement for commission vacancies will be posted by the City Clerk's Office. The Human Resources Department will conduct background checks on all applicants.

B. Review of applications and interviews of candidates will be performed by a City Council subcommittee comprised of no more than three (3) Council Members appointed by the City Council each year on a rotating basis to ensure all council members participate. In considering appointments, the subcommittee will confer with the City Attorney and Police Chief regarding any applicant criminal history disclosed by a background check.

C. The subcommittee's recommendations will be provided to the full Council and inform the Mayor's final appointments, but are not binding on the Mayor. The Mayor's appointments will be reviewed for confirmation by vote of the full City Council. The full Council, by majority vote, may choose to interview all of the Mayor's appointments to any commission, or all commissions.

D. It is the Council's intent that in making appointments to any and all advisory bodies, that the Council should seek to afford the greatest number of University Place residents the opportunity to serve for a time on commissions, and should seek to appoint commissioners who are residents and who are representative of the diversity of our community.

1.35.090 Scope of Chapter.

A. To What Entities Applicable. This Chapter shall govern all matters before City Advisory Commissions. Where a state statute provides for a procedure before a commission, which is in conflict with this Chapter, the procedure shall be governed by such statute.

B. Conflicting Statutes and Rules. Subject to the provisions of paragraph (A) of this section, this Chapter supersedes all Resolutions and other rules that may be in conflict.

STUDY SESSION

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

Proposed Council Action:

Adopt a resolution placing Advisory Proposition 1 on the November 7, 2017 election ballot asking voters whether the sale, possession, and discharge of consumer fireworks should be prohibited in University Place.

Agenda No: 11
Dept. Origin: City Attorney
For Agenda of: July 17, 2017
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: TBD	Amount Budgeted: \$4,500.00 (Voter Pamphlet)	Appropriation Required:
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SUMMARY / POLICY ISSUES

Pursuant to RCW 70.77.136, consumer fireworks are fireworks which may be purchased at permitted firework stands. Current Code allows the discharge of most consumer fireworks between 9:00 a.m. and 12:00 midnight on July 4th; and between 6:00 p.m. December 31st and 1:00 a.m. on January 1st of the subsequent year.

The Council has, on numerous occasions, debated whether to prohibit or place further restrictions on the sale, possession, and discharge of consumer fireworks in the City to protect the public health, safety, and welfare. In the course of these discussions, it has recognized that fireworks are a traditional way of celebrating national independence and the Fourth of July, it also recognizes that the risks and consequences of the discharge of consumer fireworks may be detrimental to the public health, safety, and welfare. The Council has further acknowledged that many of the risks and consequences associated with the sale, possession and discharge of consumer fireworks are not attendant to the public display of fireworks.

Adoption of this resolution will result in placing on the November 2017, election ballot an advisory proposition presenting the question of whether the City Council should pass an ordinance that will prohibit the sale, possession, and discharge of consumer fireworks within the City of University Place.

While the results of the advisory proposition are not binding on the Council, the Council may consider the results when determining what action, if any, should be taken with regards to regulating the sale, possession, and discharge of consumer fireworks.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution placing Advisory Proposition 1 on the November 7, 2017 election ballot asking voters whether the sale, possession, and discharge of consumer fireworks should be prohibited in University Place.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, PROVIDING FOR SUBMISSION TO THE QUALIFIED ELECTORS OF UNIVERSITY PLACE AT THE NOVEMBER 7, 2017 ELECTION AN ADVISORY PROPOSITION ASKING WHETHER QUALIFIED VOTERS RECOMMEND THE UNIVERSITY PLACE COUNCIL PASS AN ORDINANCE PROHIBITING THE SALE, POSSESSION, AND DISCHARGE OF CONSUMER FIREWORKS AT ALL TIMES WITHIN THE UNIVERSITY PLACE CITY LIMITS

WHEREAS, State law defines consumer fireworks as fireworks that may be purchased at permitted fireworks stands within the city limits of University Place; and

WHEREAS, currently, consumer fireworks may be sold and purchased in University Place as set forth in pursuant to Chapter 9.20 of the University Place Municipal Code; and

WHEREAS, public displays of fireworks are subject to strict inspection and permitting regulations set forth in Chapter 70.77 RCW; and

WHEREAS, the Council recognizes that fireworks are a traditional way of celebrating national independence and the Fourth of July. The Council also recognizes the risks and consequences of the discharge of consumer fireworks that may be detrimental to the public health, safety, and welfare. The Council further acknowledges that many of the risks and consequences associated with the sale, possession and discharge of consumer fireworks are not attendant to the public display of fireworks; and

WHEREAS, the Council has, on numerous occasions, debated whether to prohibit or place further restrictions on the sale, possession, and discharge of consumer fireworks in the City to protect the public health, safety, and welfare. These debates are passionate and well balanced, and decisions are often made on close votes of the Council; and

WHEREAS, on July 17, 2017, the University Place City Council determined that the interests of the residents of the City of University Place will be best served by placing before the voters an advisory proposition asking voters whether the sale, possession and discharge of consumer fireworks should be prohibited within the City of University Place; and

WHEREAS, adoption of this Resolution will result in placing on the November 7, 2017 election ballot an advisory proposition presenting the question of whether the City Council should pass an ordinance that will prohibit the sale, possession, and discharge of consumer fireworks within University Place at all times, including the Fourth of July; and

WHEREAS, while the results of the advisory proposition are not binding on the Council, the Council will consider the results when determining what action, if any, should be taken with regard to regulating the sale, possession, and discharge of consumer fireworks;

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

Section 1. Incorporation. The above recitals are hereby incorporated herein as if set forth in full.

Section 2. Call for Election. The University Place City Council requests that Pierce County Elections hold an election on November 7, 2017, in the manner provided by law, for the purpose of submitting to the qualified electors of the City of University Place, an advisory proposition asking whether

the sale, possession, and discharge of consumer fireworks should be prohibited within the City of University Place.

Section 3. Official Ballot Proposition. The University Place City Clerk is hereby directed to certify, no later than August 1, 2017, to Pierce County Elections, the following advisory proposition:

CITY OF UNIVERSITY PLACE

PROHIBITION OF SALE, POSSESSION, AND DISCHARGE OF CONSUMER FIREWORKS

The City of University Place is calling for an advisory election to determine whether the sale, possession, and discharge of consumer fireworks should be prohibited in the City of University Place. The prohibition of the sale, possession or discharge of consumer fireworks would not affect properly licensed and permitted public displays of fireworks.

Should the sale, possession and discharge of consumer fireworks be prohibited in the City of University Place?

YES.....

NO.....

Section 4. Ballot Measure Submission Cover Sheet. The University Place City Clerk is directed to file a ballot measure submission cover sheet at the same time the advisory proposition is certified in accordance with this Resolution.

Section 5. Explanatory Statement. The City Attorney is hereby directed to prepare and/or approve an explanatory statement in accordance with RCW 29A.32.241, and shall submit the explanatory statement to Pierce County Elections no later than 4:30 p.m. on August 1, 2017.

Section 6. Request for Inclusion in Voters' Pamphlet and Pro/Con Committee Appointments. The University Place City Council requests that Pierce County Elections include the proposition referenced herein as well as information related to the proposition in the voters' pamphlet distributed for the November 7, 2017 election. The City Council hereby authorizes the use of City funds to pay for publication of the voters' pamphlet and the costs of the election regarding this proposition.

An ad hoc committee of the City Council, consisting of the Mayor, Mayor Pro Tem and Chair of the Finance Committee, is formed to appoint committees to prepare arguments advocating approval and disapproval of the advisory ballot proposition for inclusion included in the voters' pamphlet. If the ad hoc committee fails to make these appointments no later than August 1, 2017, the County Auditor shall, whenever possible, make the appointments. The committee advocating approval of the advisory proposition shall be composed of persons known to favor the ballot proposition, and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition.

Section 7. Certified Copies of Resolution to be Filed. The University Place City Clerk is directed to file certified copies of this Resolution with the Pierce County Council and the Pierce County Elections.

Section 8. Supplemental Grant of Authority. The City Council directs the proper officials of the City to take any other and further actions deemed necessary to implement the policies and determinations of the Council consistent with the language of this Resolution. Any actions taken consistent with the authority granted by, but before the effective date of this Resolution, is ratified, approved and confirmed.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL AT AN OPEN PUBLIC MEETING ON JULY 17, 2017.

Javier H. Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Emelita Genetia

From: Mary Schmidtke <mschmid@co.pierce.wa.us>
Sent: Thursday, July 13, 2017 3:13 PM
To: Emelita Genetia
Cc: Mike Rooney; Damon Townsend
Subject: City of UP | 2017 General Election Cost estimate

Hi Emmy,

Good to talk with you today... it's been a while.

As discussed, with open positions this year the City of UP will already be on the 2017 General Election ballot. To add a new item will not cost any more, other than an additional page in the Voter Pamphlet which is minimal. That's because Pierce County does not allocate costs based on the number of races/issues on the ballot. We simply use the active registered voter count.

We budgeted the 2017 General Election at \$0.77 cents per registered voter. Using the current active voter count for City of UP of 21,497 that calculates to roughly \$16,550 so the \$17,000 figure you were rounding to should be fine.

Below is an historical recap of City of University Place General Election costs for reference.

Year	Type	Month	Jurisdiction	Billable # of Registered Voters	Election Cost	Voter Cost Pamphlet	Pamphlet Cost Per Voter	Total Cost	Per
2015	General	November	City of University Place	19,708	\$8,956.15	\$2,145.75	\$0.11	\$11,101.90	
2014	General	November	City of University Place	19,406	\$19,305.28	\$3,203.00	\$0.17	\$22,508.28	
2013	General	November	City of University Place	19,275	\$10,826.03	\$2,348.38	\$0.12	\$13,174.41	
2011	General	November	City of University Place	18,463	\$8,704.37	\$2,042.97	\$0.11	\$10,747.33	
2009	General	November	City of University Place	18,403	\$7,662.40	\$1,258.32	\$0.07	\$8,920.72	
2007	General	November	City of University Place	17,224	\$5,444.58	\$1,348.08	\$0.08	\$6,792.66	
2006	General	November	City of University Place	17,058	\$16,800.80	\$1,941.83	\$0.11	\$18,742.63	
2005	General	November	City of University Place	17,989	\$6,125.55	\$1,278.70	\$0.07	\$7,404.25	
2003	General	November	City of University Place	16,532	\$6,171.63	\$1,141.49	\$0.07	\$7,313.12	
2001	General	November	City of University Place	16,420	\$7,173.50	\$1,275.52	\$0.08	\$8,449.02	
1999	General	November	City of University Place	15,554	\$5,673.76	\$1,428.88	\$0.09	\$7,102.64	

Let me know if you need anything further regarding costs.

Mary

Mary Schmidtke
Fiscal Services Manager
Pierce County Auditor's Office
2401 South 35th Street, Room 200