

Town Hall Meeting Room
3715 Bridgeport Way West

- 6:30 pm
1. CALL REGULAR MEETING TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE – Councilmember Worthington
 4. APPROVAL OF MINUTES – March 19, 2018
 5. APPROVAL OF AGENDA
- 6:35 pm
6. PUBLIC COMMENTS – (Citizens wishing to address the Council will be given three minutes to comment on any matters not scheduled for Public Hearing or Council Consideration. Specific concerns raised at this time will be addressed by City staff after the meeting. State law prohibits the use of this forum to promote or oppose candidates for public office or ballot measure. Please provide your name and address for the record.)

- 6:40 pm
- 7A – CONSENT AGENDA
 - 7F. 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 from 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. Confirm Steven Thorndill's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.
 - C. Confirm Kristen Kubitz's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.
 - D. Confirm Joshua Koontz's appointment to the Economic Development Advisory Commission for a four-year term ending January 31, 2022.
 - E. Confirm Michael DiGuilio's appointment to the Public Safety Advisory Commission for a four-year term ending January 31, 2022.
 - F. Confirm Deputy Chief of Operations Paul Tinsley's appointment as West Pierce Fire & Rescue's representative on the Public Safety Advisory Commission effective May 1, 2018.

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

- 6:45 pm
8. LOT 3 DEVELOPMENT AGREEMENT
 - Staff Report
 - Public Comment
 - Council Consideration
- 7:05 pm
9. CITY MANAGER & COUNCIL COMMENTS/REPORTS - (Report items/topics of interest from outside designated agencies represented by Council members, e.g., AWC, PRSC, Pierce Transit, RCC, etc, and follow-ups on items of interest to Council and the community.)

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.)

- 7:10 pm
10. LEGISLATIVE PROPOSAL: UNIVERSITY PLACE HISTORICAL SOCIETY LEASE EXTENSION

APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, March 19, 2018
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER

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

Staff Present: City Manager Sugg, City Attorney Kaser, Public Works, Parks & Facilities Director Cooper, Engineering and Capital Projects Director Ecklund, Executive Director/ACM Faison, Police Chief Blair, Executive Director/ACM Craig, NPDES Coordinator Smith and City Clerk Genetia.

MOTION: By Mayor Keel, seconded by Councilmember McCluskey, to excuse Councilmember Grassi's absence.

The motion carried.

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Belleci led Council in the Pledge of Allegiance.

4. APPROVAL OF MINUTES

MOTION: By Mayor Pro Tem Belleci, seconded by Councilmember McCluskey, to approve the minutes of the March 5, 2018 meeting as submitted.

The motion carried.

5. APPROVAL OF AGENDA

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

The motion carried.

6. PRESENTATION

Pierce County READS – Mayor Pro Tem Belleci presented a proclamation to Steve Carmody, Manager of the University Place Library, recognizing the Pierce County Library System's READS program. Pierce County READS is the largest community reading event in the county.

7. PUBLIC COMMENTS – The following individual provided comment: *Howard Lee, 8302 41st Street West.*

8. CONSENT AGENDA

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

- A.** Receive and File: Payroll for the period ending 02/28/18, dated 03/05/18, in the total amount of Two Hundred Ninety-Seven Thousand Ninety-Three and 72/100 Dollars (\$297,093.72).
- B.** Receive and File: 2017 Fourth Quarter Financial Report.

The motion carried.

PUBLIC HEARING

9. STORMWATER MANAGEMENT PROGRAM UPDATES

Staff Report – Engineering and Capital Projects Director Ecklund presented the 2018 updates to the City's Stormwater Management Program (SWMP). He indicated that the City is required to develop, implement, and annually update its Stormwater Management Program as a condition of its NPDES Phase II permit. The program lists the components, actions and activities the City is conducting to meet the required elements in (1) public education and outreach, (2) public involvement and participation, (3) illicit discharge detection and elimination, (4) controlling runoff from new development, redevelopment and construction sites, (5) pollution prevention and operations and maintenance for municipal operations, (6) monitoring, and (7) reporting requirements. The changes in this year's program include updates to the communications for public outreach and education; updates to the City's partnerships with environmental organizations; and updates to the City's storm drainage map. Director Ecklund noted that comments received from the City Council were also incorporated in the update.

Public Comment – None.

COUNCIL CONSIDERATION

10. STORMWATER MANAGEMENT PROGRAM UPDATES

Council Consideration – **MOTION:** By Mayor Pro Tem Belleci, seconded by Councilmember McCluskey, to adopt the 2018 update to the City of University Place Phase II NPDES Stormwater Management Program (SWMP).

The motion carried.

11. CIRQUE DRIVE SPEED LIMIT

Staff Report - Engineering and Capital Projects Director Ecklund presented an ordinance that proposes changes to UPMC Title 10 relating to traffic and speed limits as a result of a traffic study/analysis done on Cirque Drive, between Bridgeport Way and Grandview Drive. Based on the study, staff recommends changing the speed limit on Cirque Drive between Bridgeport Way and 83rd Avenue to 30 mph, and maintaining the existing speed limit and advisory signage on Cirque Drive between 83rd Avenue and Grandview Drive. In addition, Director Ecklund recommended a revision on provisions relating to the designation of city traffic engineer which contained outdated position title references that did not reflect current staffing.

Public Comment – The following individual(s) provided comment on the matter: *David Hufford, 3620 Soundview Drive West; and Dennis Flann, 2623 Lemons Beach Road.*

Council Consideration – **MOTION:** By Councilmember Figueroa, seconded by Mayor Pro Tem Belleci, to pass an ordinance amending UPMC Title 10 relating to traffic and speed limit.

The motion passed 5 to 1. Councilmember Nye voted no. (ORDINANCE NO. 700)

MOTION: By Councilmember Figueroa, seconded by Councilmember McCluskey, to amend the proposed ordinance title to read as follows: An Ordinance of the City of University Place, Washington, amending University Place Municipal Code Title 10 relating to traffic and speed limits.”

The motion carried.

12. CITY MANAGER & COUNCIL COMMENTS/REPORTS

City Manager Sugg informed Council that the University Place School Board, in partnership with the parents, citizens and the Police Department, will be hosting a Community Safety Forum on March 29, 2018, from 7:00 p.m. to 9:00 p.m. at Curtis Junior High School to talk about how to keep kids in the community safe.

Mayor Pro Tem Belleci provided Council with information on the Transportation Coordinating Committee’s 2018 call for projects. The Puget Sound Regional Council (PSRC) has allocated \$20.63 million in 2021-2022 federal funds for transportation-related projects in the Pierce County region. She also reported that she and Mayor Keel attended JBLM’s Spouses’ Club fundraising auction.

Councilmember McCluskey updated Council on the Zoo Trek Authority’s (ZTA) Interlocal Agreement and provided information on upcoming ZTA proposals and exhibits.

Mayor Keel highlighted upcoming Council agenda topics.

STUDY SESSION

13. TRANSPORTATION BENEFIT DISTRICT

Executive Director/ACM Faison provided a brief background on the City’s Transportation Benefit District (TBD) (also known as the vehicle license fee) established by Council in 2013. Fees collected from the TBD are directed toward transportation improvements within the City as mandated by state law and by City ordinance. He provided a breakdown of the actual vehicle license fee collection to date and the budgeted amount for 2018. Director Faison indicated that the \$20 fee collection for the TBD will cease in June 2019.

Public Works Director Cooper presented a report detailing the use of TBD funds – exclusively for construction projects and pavement maintenance of City streets. He also indicated how the existence of the TBD program helps leverage the City’s grant applications for roadway maintenance/preservation as it provides significant weight in scoring projects for jurisdictions with established and responsible pavement management programs. He highlighted the road improvement grant projects leveraged with TBD totaling \$2.5 million.

Staff recommended that Council continue the TBD program, increase the vehicle license fee from \$20 to \$25, and remove the sunset and replace it with a five-year review. Director Faison also noted that the City has \$15.5 million worth of projects that need to be done, of which the vast majority are not on arterial streets and are not likely to receive grant dollars. The intent for the requested increase is to use the funds to bring the chip seal to neighborhood streets to up to 8 miles per year.

Council discussion followed with regard to the possible impact should Council decide to sunset the TBD; the use of pavement management program; and other funding sources.

The Council directed staff to schedule an additional study session on the matter and return with further details on the amount needed to elevate the service level to include an inflationary factor; the types of measures available to Council to raise funds; and information on grant opportunities/benefits with TBD.

14. FIREWORKS

City Attorney Kaser recapped Council's previous January 2, 2018 study of proposed fireworks legislation that would prohibit the use, possession and sale of fireworks within the City of University Place. Based on Council's review and input during that Study Session, additional data was collected which supported a reduction in the originally proposed staffing model, and a change in enforcement from a criminal enforcement model to an infraction model.

Council discussion followed with regard to enforcement/education cost, staffing, outreach, and public expectations.

The Council requested that staff bring back information on associated costs and to narrow the language regarding possession to address intent.

15. ADJOURNMENT

The meeting adjourned at 9:04 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

APPROVAL OF CONSENT AGENDA

City of University Place
Voucher Approval Document

Control No.: 57 Agenda of: 04/02/18	PREPAY
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Claim of: Payroll for Pay Period Ending 03/15/2018

Check #	Date	Amount	Check #	Date	Amount
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318807	03/20/18	496.51			
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	03/20/18	125,528.82	Direct Deposit
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EMPLOYEE NET 126,025.33

318808	03/20/18	123.99	OHIO CHILD SUPPORT PMT CENTRAL
WIRE	3/20/2018	10,729.28	DEPT. OF LABOR AND INDUSTRIES
WIRE	3/20/2018	21,231.19	BANK OF AMERICA
WIRE	3/20/2018	21,479.96	- 106006, VANTAGEPOINT TRANSF
WIRE	3/20/2018	9,691.26	- 304197, VANTAGEPOINT TRANSF
WIRE	3/20/2018	4,919.61	- 800263, VANTAGEPOINT TRANSF
WIRE	3/20/2018	12.50	PACIFIC SOURCE ADMINISTRATORS
WIRE	3/20/2018	1,371.74	PACIFIC SOURCE ADMINISTRATORS
WIRE	3/20/2018	36,353.24	WA STATE DEPT OF RETIREMENT SY
WIRE	3/20/2018	229.17	- 705544, VANTAGEPOINT TRANSF
WIRE	3/20/2018	2,031.27	- 106006 LOAN, VANTAGEPOINT
WIRE	3/20/2018	200.87	AFLAC INSURANCE
WIRE	3/20/2018	1,033.63	WA ST DEPT OF RETIREMENT SYS
WIRE	3/20/2018	215.35	- 304197 LOAN, VANTAGEPOINT TR
WIRE	3/20/2018	250.00	NATIONWIDE RETIREMENT SOLUTION

BENEFIT/DEDUCTION AMOUNT 109,873.06

TOTAL AMOUNT 235,898.39

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

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 3/15/2018

Check Range: 51981108 - 51981151 Wire Transfer:

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	
51981108	3/15/2018	025179	ACCESS INFORMATION MANAGE2495462	2/28/2018	MAR18/OFFSITE RECORD STOR	343.11	343.11	
		Voucher: 43535						
51981109	3/15/2018	001004	ALARMWORKS NW	11701	MAR18/ALARM MONITORING	350.00		
		Voucher: 43536		10568	OCT17/ALARM MONITORING	350.00		
				11273	JAN18/ALARM MONITORING	350.00	1,050.00	
51981110	3/15/2018	025986	AUSTINCINA ARCHITECTS INC P1326R	2/25/2018	CITY HALL TI/ARCHITECTURAL S	22,251.50	22,251.50	
		Voucher: 43537						
51981111	3/15/2018	002333	BANK OF AMERICA	548001400009914	2/22/2018	MASTERCARD/2-22-2018	16,862.53	16,862.53
		Voucher: 43538						
51981112	3/15/2018	026126	BEYLER CONSULTING LLC	1319	3/21/2018	PRELIM BOUNDARY SURVEY/PF	2,070.69	2,070.69
		Voucher: 43539						
51981113	3/15/2018	001152	CENTURYLINK	1433214360	2/15/2018	PHONES/LONG DISTANCE/TELEI	3,721.13	
		Voucher: 43540		1433966595	2/23/2018	PHONES/LONG DISTANCE/INTEF	11.41	3,732.54
51981114	3/15/2018	001152	CENTURYLINK	206-Z20-0051	2/20/2018	PHONES/CITY WIDE	607.60	
		Voucher: 43541		253-584-0775	3/1/2018	PHONE/KOBAYASHI	51.89	659.49

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981116	3/15/2018	001024 CITY OF TACOMA	100933758	2/21/2018	POWER/7203 44TH ST W	88.94	
	Voucher:	43542	100185134	2/21/2018	POWER/4401 67TH AVE W	65.39	
			100737857	3/7/2018	POWER/2101 MILDRED ST W	38.83	
			100951901	3/7/2018	POWER/7723 CHAMBERS CREEK	91.62	
			100668506	12/22/2017	WATER/5700 HANNAH PIERCE R	0.55	
			100864411	2/23/2018	POWER/6730 40TH ST CT W	138.09	
			100696565	2/26/2018	POWER/4609 ALAMEDA AVE W	106.27	
			100165190	2/23/2018	POWER/3761 BP WAY W	63.88	
			100083115	2/23/2018	POWER/4000 67TH AVE W	87.20	
			100104132	2/27/2018	POWER/3503 67TH AVE W	86.31	
			100060658	2/27/2018	POWER/3510 67TH AVE W	279.03	
			100668524	12/22/2017	WATER/4999 ALAMEDA AVE W	106.00	
			100669141	12/22/2017	WATER/3500 GRANDVIEW DR W	9.63	
			100672402	12/22/2017	WATER/2200 GRANDVIEW DR W	2.42	
			100668523	12/22/2017	WATER/8400 20TH ST W	0.97	
			100388431	12/22/2017	WATER/3003 MORRISON RD W	2.74	
			100808955	2/28/2018	WATER/8235 27TH ST W	1.45	
			100668519	12/22/2017	WATER/5600 ALAMEDA AVE W	4.92	
			100668521	12/22/2017	WATER/3000 BP WAY W	108.62	
			100386367	2/23/2018	POWER/7223 40TH ST W	284.75	
			100573267	2/26/2018	POWER/4727 ALAMEDA AVE W	98.47	
			100955346	3/6/2018	POWER/3715 BP WAY W, #D HSE	40.29	
			100955345	3/6/2018	WATER/3715 BP WAY W	181.51	
			100052902	3/6/2018	POWER/ 3715 BP WAY W/#A HSE	39.34	
			100955347	3/6/2018	POWER/3715 BP WAY W, #E HSE	111.93	
			100986098	3/7/2018	POWER/7613 CHAMBERS CREEK	7.71	
			100312905	3/6/2018	POWER/3715 BP WAY W, #A-3A	20.75	
			100079031	3/6/2018	POWER/3715 BP WAY W #D4	21.61	
			100312960	3/6/2018	POWER/3715 BP WAY W #A2	20.75	
			100533758	3/2/2018	POWER/5418 CIRQUE DR W	45.58	
			100068203	3/1/2018	POWER/3715 BP WAY W	1,632.85	
			100456986	3/2/2018	POWER/5918 HANNAH PIERCE F	50.53	
			100802489	3/6/2018	POWER/3904 BP WAY W	16.10	
			100105615	3/6/2018	POWER/3503 BP WAY W	62.11	
			100110228	3/6/2018	POWER/3715 BP WAY W #B5	1,856.93	

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			100445063	3/6/2018	POWER/3715 BP WAY W, #E2	47.70	
			100808957	12/22/2017	WATER/7607 27TH ST W	0.04	
			100808956	12/22/2017	WATER/8005 27TH ST W	2.50	
			101007602	2/23/2018	WATER/6700 40TH ST W	36.30	
			100302273	3/6/2018	POWER/3715 BP WAY W #D2	98.19	
			100751205	3/6/2018	WATER/3555 MARKET PLACE WE	169.52	
			100086165	3/8/2018	POWER/7813 44TH ST W	6.50	
			100312900	3/6/2018	POWER/3715 BP WAY W #E3	164.68	
			100312961	3/6/2018	POWER/3715 BP WAY W #A3	53.96	
			100079046	3/8/2018	POWER/3715 BP WAY W #D5	45.52	
			100156353	3/6/2018	POWER/4720 BP WAY W	49.14	
			100495884	3/6/2018	POWER/3625 DREXLER DR	97.21	
			100142834	3/6/2018	WATER/3715 BP WAY W	169.52	
			100714386	3/6/2018	POWER/3609 MARKET PL W #20	50.91	
			100086155	3/6/2018	POWER/7801 40TH ST W	6.50	
			100892486	3/2/2018	POWER/6400 BP WAY W	112.13	
			100312959	3/6/2018	POWER/3715 BP WAY W, #A1	20.75	
			100939530	3/13/2018	POWER/3555 MARKET PLACE W	1,719.09	8,624.23
51981117	3/15/2018	025161 CITY TREASURER	131373	2/21/2018	CABLE TV/ATRIUM	0.50	0.50
		Voucher: 43543					
51981118	3/15/2018	024565 COMCAST	849835010094487	2/15/2018	FEB25-MAR24/INTERNET/CITY H	150.84	
		Voucher: 43544	849835010117473	3/1/2018	MAR6-APR5/INTERNET/PW SHOI	156.33	307.17
51981119	3/15/2018	023782 COMPLETE OFFICE SOLUTIONS, 1659746-0		2/22/2018	MISC SUPPLIES/ENGINEERING I	125.06	125.06
		Voucher: 43545					
51981120	3/15/2018	002066 CONSOLIDATED ELECTR.DIST.C(8541-453534		2/6/2018	CREDIT/HPS LAMP/INVOICE#453	-162.73	
		Voucher: 43546	8541-455256	2/28/2018	MIDGET FUSE/DISTRIBUTOR KIT	735.96	
			0541-454888	2/26/2018	FLUORESCENT BULBS/CIVIC BL	354.08	927.31
51981121	3/15/2018	024347 COPIERS NORTHWEST, INC.	INV171559	2/22/2018	JAN21-FEB20/OVERAGE CHARG	154.99	
		Voucher: 43547	INV1718840	2/28/2018	FEB28-MAR27/BASE RATE/JAN28	116.13	
			INV1718841	2/28/2018	JAN29-FEB27/OVERAGE CHARG	14.59	285.71
51981122	3/15/2018	022207 CRAIG, MARIZA	REIMB	2/6/2018	REIMB/2018 SMART GROWTH CC	912.49	912.49
		Voucher: 43548					
51981123	3/15/2018	001737 DON SMALL & SONS OIL DIST CC131185		2/23/2018	BULK FUEL/PW SHOP	2,796.01	
		Voucher: 43549	130059	1/29/2018	BULK FUEL/PW SHOP	1,749.25	
			128143	12/19/2017	BULK FUEL/PW SHOP	2,364.71	6,909.97

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51981124	3/15/2018	024894	FIGUEROA, JAVIER	REIMB	2/28/2018	REIMB/MASTERING COUNCIL M	27.15	27.15
		Voucher: 43550						
51981125	3/15/2018	001222	HOME DEPOT CREDIT SERVICES6035-3225-3193-0		2/28/2018	MISC REPAIR & MAINT SUPPLIES	316.69	316.69
		Voucher: 43551						
51981126	3/15/2018	022801	KATE MCDERMOTT	DEC17-1	12/15/2017	OCT, NOV, DEC 2017/TALKING UI	471.25	471.25
		Voucher: 43552						
51981127	3/15/2018	002873	LAKEWOOD HARDWARE & PAINT537164		2/23/2018	VALVE & HOSE GASKET	32.96	32.96
		Voucher: 43553						
51981128	3/15/2018	001243	LLOYD ENTERPRISES INC	5969	2/15/2018	TRUCK RENTAL	810.00	
		Voucher: 43554		5970	2/16/2018	TRUCK RENTAL	405.00	1,215.00
51981129	3/15/2018	026099	MAYES TESTING ENGINEERS INC(TA23357		2/26/2018	TESTING & INSPECTION SRVCS)	754.00	754.00
		Voucher: 43555						
51981130	3/15/2018	026056	MITCHEL PLUMBING CO	17843	2/23/2018	REPAIR TOILET/ADRIANA HESS	204.69	204.69
		Voucher: 43556						
51981131	3/15/2018	001378	MOUNTAIN MIST WATER	001921651	2/23/2018	#075361/BOTTLED WATER/CITY I	56.40	
		Voucher: 43557		001895063	2/8/2018	#075361/BOTTLED WATER/CITY I	73.98	
				001895054	2/8/2018	#075361/BOTTLED WATER/PW SI	28.93	
				001921652	2/23/2018	#075361/BOTTLED WATER/PW SI	20.13	
				001921645	2/23/2018	#068332/BOTTLED WATER/CM O	12.99	
				001895064	2/8/2018	#068332/BOTTLED WATER/CM O	18.49	
				001895062	2/8/2018	#065205/BOTTLED WATER/COUM	15.19	
				001921642	2/23/2018	#065205/BOTTLED WATER/COUM	2.00	228.11
51981132	3/15/2018	001913	NATOA	2018DUES	2/15/2018	2018DUES/L. SEESZ/ID#15168	1,315.00	1,315.00
		Voucher: 43558						
51981133	3/15/2018	002272	NORTHWEST STEEL AND PIPE	929779	2/9/2018	BEAM/SAW CUTTING CHARGE	6,900.85	6,900.85
		Voucher: 43559						
51981134	3/15/2018	026127	PCRCO / DBA LRI	6971	2/28/2018	DISPOSAL/SPECIAL WASTE	1,863.93	1,863.93
		Voucher: 43560						
51981135	3/15/2018	001109	PIERCE COUNTY BUDGET & FIN/CI-246389		2/28/2018	JAN18/JAIL SERVICE	8,047.20	
		Voucher: 43561		CI-246379	2/28/2018	JAN18/ANIMAL CONTROL & SHEI	9,353.13	17,400.33

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981136	3/15/2018	001588	PIERCE COUNTY SEWER	00566276	3/1/2018	SEWER/3715 BP WAY W	124.55
	Voucher:	43562		00604682	3/1/2018	SEWER/2917 MORRISON RD W	20.02
				00664685	3/1/2018	SEWER/4951 GRANDVIEW DR W	198.58
				01576712	3/1/2018	SEWER/3609 MARKET PL W/RET	33.09
				01576721	3/1/2018	SEWER/3609 MARKET PL W/RET	33.09
				01576739	3/1/2018	SEWER/3609 MARKET PL W/RET	33.09
				01512692	3/1/2018	SEWER/3555 MARKET PL W	20.02
				01571443	3/1/2018	SEWER/7520 CIRQUE DR W	37.45
				01633279	3/1/2018	SEWER/1902 SEAVIEW AVE W	20.02
							519.91
51981137	3/15/2018	001114	PITNEY BOWES GLOBAL FIN. SV(3305604437	3/1/2018	1STQTR18/LEASE/ACCT 0012826	1,732.77	1,732.77
	Voucher:	43563					
51981138	3/15/2018	001114	PITNEY BOWES GLOBAL FIN. SV(JAN-FEB18	3/12/2018	JAN & FEB18/ACCT19533470/PO	1,050.00	1,050.00
	Voucher:	43564					
51981139	3/15/2018	001161	PUGET SOUND ENERGY CORP	220008861142	2/28/2018	GAS/3715 BP WAY W, #BLDG D1	39.00
	Voucher:	43565		200014542258	2/28/2018	GAS/7450 MARKET SQ W	362.12
				220014491314	2/28/2018	GAS/3715 BP WAY W #E1	41.84
				200000971479	2/26/2018	GAS/4910 BRISTONWOOD DR W	198.52
				300000009641	3/2/2018	GAS/3715 BP WAY W, #D2 & #A3	121.78
				300000010987	3/2/2018	GAS/3715 BP WAY W, #E2	51.21
							814.47
51981140	3/15/2018	001382	SAFEGUARD BUSINESS SYSTEMS	LATECHARGE	3/4/2018	LATE CHARGE/PAST DUE INVOIC	1.55
	Voucher:	43566		032637370	1/18/2018	AP CHECKSTOCK	209.75
							211.30
51981141	3/15/2018	001124	SAFEWAY, INC.	64682	2/24/2018	ACCT #64682/MISC PURCHASES	186.53
	Voucher:	43567					186.53
51981142	3/15/2018	025855	SMARSH, INC.	INV00337160	2/28/2018	FEB18/MEDIA ARCHIVIG SERVIC	509.40
	Voucher:	43568					509.40
51981143	3/15/2018	002613	SUPERIOR LINEN SERVICE, INC.	88270	2/23/2018	OFFICE MAT RENTAL/DEVELOPM	13.77
	Voucher:	43569					13.77
51981144	3/15/2018	001320	SWINDALE, DAVID J	MAY18/CNU	3/7/2018	REIMB AIRFARE/SAVANNAH/CON	534.49
	Voucher:	43570					534.49
51981145	3/15/2018	002823	THOMPSON ELECTRICAL CONST	0218-1425CV	2/28/2018	FEB18/LIGHTING REPAIRS	2,111.73
	Voucher:	43571		0218-1426CV	2/28/2018	LIGHTING REPAIRS/ADDITIONAL	825.07
				0218-1425-2	2/28/2018	FEB18/LIGHTING REPAIRS	2,729.09
							5,665.89
51981146	3/15/2018	002991	TOTEM ELECTRIC OF TACOMA IN	48595	2/27/2018	SIGNAL POLE INSTALL	5,469.72
	Voucher:	43572					5,469.72

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51981147	3/15/2018	022590	WA STATE DEPT OF TRANSPORTRE-31C-LA08492	3/21/2018	ELWOOD SRTS/REFUND OVERP.	461.10	461.10	
		Voucher: 43573						
51981148	3/15/2018	002121	WASHINGTON TREE SERVICE IN1099411	12/26/2017	WINTER DORMANT APPLICATIOI	1,044.05	1,044.05	
		Voucher: 43574						
51981149	3/15/2018	024399	WELLS FARGO FINANCIAL LEASI5004615871	2/26/2018	MAR19-APR18/LEASE FOR LEXM	95.44	95.44	
		Voucher: 43575						
51981150	3/15/2018	025898	WEST, TONY	REIMB	3/5/2018	REIMB/DOT CDL PHYSICAL/T.WE	130.00	130.00
		Voucher: 43576						
51981151	3/15/2018	023675	ZEE MEDICAL INC.	68356859	2/28/2018	ANNUAL AED COMPLIANCE MNC	218.70	218.70
		Voucher: 43577						
Sub total for BANK OF AMERICA:							114,449.80	

43 checks in this report.

Grand Total All Checks: 114,449.80

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 3/30/2018

Check Range: 51981152-51981222 Wire Transfer: 198822, 301787

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	
198822	3/30/2018	002072	WA STATE DEPT OF REVENUE	FEB18	3/21/2018	FEB18/B&O TAX/SWM FEES	293.18	293.18
		Voucher: 43645						
301787	3/30/2018	021638	PACIFCSOURCE ADMIN, INC.	0000301787	3/19/2018	MAR18/ADMN FEES	94.50	94.50
		Voucher: 43622						
51981152	3/16/2018	002220	HANDS, LISA	AWC18	3/14/2018	AWC WORKSITE SUMMIT 2018/P	213.95	213.95
		Voucher: 43609						
51981153	3/16/2018	026118	DREISBACH, KARI	AWC18	3/14/2018	AWC WORKSITE SUMMIT 2018/P	159.89	159.89
		Voucher: 43602						
51981154	3/30/2018	025715	ABM JANITORIAL SERVICES	12164352	3/7/2018	3RD FLOOR VACANCY CLEAN UI	130.90	
		Voucher: 43578		12147121	2/28/2018	WINDOW CLEANING/PW	290.00	
				12164360	3/7/2018	JANITORIAL SERVICE/ATRIUM/U	120.00	
				12132116	3/1/2018	MAR18/JANITORIAL SERVICE	4,008.80	
				11973535	2/1/2018	FEB18/JANITORIAL SERVICE	4,008.80	
				11909538	1/1/2018	JAN18/JANITORIAL SERVICE	4,008.80	12,567.30
51981155	3/30/2018	002661	AIR SYSTEMS ENGINEERING INC000218228		2/23/2018	HVAC MAINTENANCE AT PW SHC	168.15	168.15
		Voucher: 43579						
51981156	3/30/2018	026144	AMAZON	60457 8781 06026	3/10/2018	ACCT# 6045787810602637	132.67	132.67
		Voucher: 43580						
51981157	3/30/2018	023418	AMEC FOSTER WHEELER ENV & S44141128		3/6/2018	BRIDGEPORT WAY 4A/STORMW/	15,189.60	15,189.60
		Voucher: 43581						
51981158	3/30/2018	023411	AUTOZONE, INC.	1164114223	3/6/2018	BULBS/FILTERS/OIL/GATOR	84.97	84.97
		Voucher: 43582						
51981159	3/30/2018	002286	AVCULAR, NURI	MILEAGE	3/19/2018	REIMB/MILEAGE/TRAINING IN LA	126.44	126.44
		Voucher: 43583						
51981160	3/30/2018	025956	BEST BAG COMPANY	1904	3/6/2018	TIE HANDLE BAGS/DOG WASTE	2,096.60	2,096.60
		Voucher: 43584						
51981161	3/30/2018	001187	BUNCE RENTAL, INC.	216296-1	3/7/2018	EXCAVATOR RENTAL	555.67	555.67
		Voucher: 43585						
51981162	3/30/2018	025573	CANON FINANCIAL SERVICES	1842856	3/13/2018	MAR18/COPIER LEASE/IRC55351	153.24	
		Voucher: 43586		18424857	3/13/2018	MAR18/COPIER LEASE/IR4551	153.44	
				18424855	3/13/2018	MAR18/COPIER LEASE/IRC5255	313.10	619.78
51981163	3/30/2018	025395	CANZLER TREE SERVICE, INC	2455	3/15/2018	LIMBS REMOVED/CHIP & HAUL A	439.60	439.60
		Voucher: 43587						

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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>	
51981164	3/30/2018	001152	CENTURYLINK	1435701357	3/15/2018	PHONES/LONG DISTANCE/TELE	3,708.34	3,708.34
	Voucher:	43588						
51981165	3/30/2018	001152	CENTURYLINK	206-Z20-0051	3/20/2018	PHONES/CITY WIDE	607.60	
	Voucher:	43589		253-566-9558	3/14/2018	PW PUMP CALLOUT LINE	44.87	652.47
51981166	3/30/2018	025873	CERIUM NETWORKS, INC.	I067555	2/28/2018	IP OFFICE SBC REPAIR	3,428.88	3,428.88
	Voucher:	43590						
51981167	3/30/2018	003056	CITY OF LAKEWOOD	MC-00149	3/7/2018	MAR18/COURT SERVICES	22,950.58	22,950.58
	Voucher:	43591						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981168	3/30/2018	001024 CITY OF TACOMA	101006141	3/13/2018	POWER/2698 BP WAY WEST	56.21	
	Voucher:	43592	101003692	3/14/2018	POWER/5417 64TH ST W	23.00	
			100109710	3/13/2018	POWER/8902 40TH ST W	9.84	
			100360066	3/13/2018	POWER/3850 GRANDVIEW DR W	15.17	
			100360059	3/13/2018	POWER/3800 GRANDVIEW DR W	15.17	
			100360178	3/13/2018	POWER/3900 GRANDVIEW DR W	15.17	
			100083325	3/20/2018	POWER/4910 BRISTONWOOD DR W	339.54	
			100737063	3/20/2018	POWER/2715 ELWOOD DR W	114.36	
			100333844	3/20/2018	WATER/4951 GRANDVIEW DR W	168.17	
			100080586	3/20/2018	POWER/4951 GRANDVIEW DR W	343.45	
			100129708	3/20/2018	POWER/2702 ELWOOD DR W	24.62	
			101006142	3/13/2018	POWER/2299 BP WAY W	200.27	
			100597956	3/13/2018	POWER/8715 40TH ST W	515.24	
			100358203	3/14/2018	POWER/7150 CIRQUE DR W	1,031.06	
			100569668	3/15/2018	POWER/2610 SUNSET DR W	113.98	
			101060038	3/14/2018	WATER/5640 CIRQUE DR W	84.22	
			101060039	3/14/2018	WATER/6312 CIRQUE DR W	84.22	
			100895151	3/19/2018	POWER/7901 CIRQUE DR W	54.43	
			100895144	3/16/2018	POWER/ 8300 CIRQUE DR W	91.71	
			100156306	3/19/2018	POWER/5400 ALAMEDA AVE W	175.90	
			101031174	3/12/2018	POWER/6706 24TH ST W	56.81	
			101010515	3/12/2018	POWER/7106 27TH ST W	205.95	
			100057089	3/12/2018	POWER/2700 BP WAY W	248.55	
			100125363	3/12/2018	POWER/6817 27TH ST W	26.24	
			100488528	3/12/2018	POWER/6701 REGENTS BLVD W	85.42	
			100984717	3/12/2018	POWER/2210 MILDRED ST W	115.55	
			100672520	3/9/2018	POWER/2208 GRANDVIEW DR W	153.86	
			100820972	3/9/2018	POWER/2700 SUNSET DR W	44.18	
			100176036	3/9/2018	POWER/2695 GRANDVIEW DR W	35.43	
			100077129	3/9/2018	POWER/2701 GRANDVIEW DR W	57.03	
			100401273	3/9/2018	POWER/8420 20TH ST W	33.11	4,537.86
51981169	3/30/2018	001140 CITY TREASURER	90811401	3/8/2018	FEB18/HYDRANT USE/BRISTONWOOD DR W	324.42	324.42
	Voucher:	43593					
51981170	3/30/2018	002171 CITY TREASURER	90812965	3/20/2018	FLEET MAINTENANCE/MISC VEHICLE	12,046.17	12,046.17
	Voucher:	43594					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981171	3/30/2018	025161 CITY TREASURER	130297	3/7/2018	DTA RECEIVERS/CITY HALL	93.90	93.90
		Voucher: 43595					
51981172	3/30/2018	024565 COMCAST	849835010113564	3/15/2018	MAR12-APR11/INTERNET/CIVIC I	145.26	
		Voucher: 43596	849835010094487	3/15/2018	MAR25-APR24/INTERNET/CITY H	150.84	296.10
51981173	3/30/2018	023782 COMPLETE OFFICE SOLUTIONS,	1666550-0	3/9/2018	MISC SUPPLIES/DEV SRVCS	273.66	
		Voucher: 43597	1665220-0	3/7/2018	PENS	87.47	361.13
51981174	3/30/2018	002066 CONSOLIDATED ELECTR.DIST.C	8541-456455	3/22/2018	800MA LAMP/ELEC BA	170.82	
		Voucher: 43598	8541-455326	3/14/2018	DISTRIBUTOR KIT/MIDGET FUSE	1,360.18	1,531.00
51981175	3/30/2018	001196 COOPER, GARY	TEEXAPR18	3/13/2018	TEEX TRAINING/PER DIEM/TEXA	181.50	181.50
		Voucher: 43599					
51981176	3/30/2018	024347 COPIERS NORTHWEST, INC.	INV1726225	3/13/2018	MAR11-APR10/CONTRACT LEAS	32.45	
		Voucher: 43600	INV1722454	3/6/2018	FEB4-MAR3/OVERAGE CHARGE,	129.98	
			INV1727920	3/15/2018	FEB14-MAR13/OVERAGE PERIOI	129.17	
			INV1731274	3/22/2018	FEB21-MAR20/OVERAGE PERIOI	109.81	
			INV1726226	3/13/2018	FEB11-MAR10/OVERAGE CHARG	21.71	423.12
51981177	3/30/2018	026161 CURRY, LARRY	EASEMENT	3/21/2018	TEMPORARY CONSTRUCTION E	300.00	300.00
		Voucher: 43601					
51981178	3/30/2018	026163 DUONG, TIEN H	EASEMENT	3/21/2018	TEMPORARY CONSTRUCTION E	200.00	200.00
		Voucher: 43603					
51981179	3/30/2018	024941 FENNELL, KAREN	REIMB	2/14/2018	REIMB/WIRE PURCHASE/CORE	34.02	34.02
		Voucher: 43604					
51981180	3/30/2018	024894 FIGUEROA, JAVIER	REIMB	3/9/2018	REIMB/PARKING/MILEAGE/J.FIGI	24.65	24.65
		Voucher: 43605					
51981181	3/30/2018	002198 FIRST AMERICAN TITLE INSUR. C	CLOSING COSTS	3/15/2018	CLOSING COSTS/FILE #4266-137	2,209.87	2,209.87
		Voucher: 43606					
51981182	3/30/2018	025936 GRAY CPA CONSULTING, PC	1032	3/19/2018	CAFR CONSULTING	9,614.11	9,614.11
		Voucher: 43607					
51981183	3/30/2018	001858 GRAY LUMBER COMPANY	220674	3/7/2018	COMMON PINE/CLEAR POLY	152.73	152.73
		Voucher: 43608					
51981184	3/30/2018	001223 HUMANE SOCIETY OF TACOMA	IVC0001901	3/1/2018	MAR18/BOARDING CONTRACT	110.00	110.00
		Voucher: 43610					
51981185	3/30/2018	022504 JOHNSON-COX PRINTING CO	00070810	3/13/2018	STORMWATER MAP BOOKS	145.07	145.07
		Voucher: 43611					
51981186	3/30/2018	026164 JURASSIC PARLIAMENT	4164	3/5/2018	CHEAT SHEET/MOTION CHARTS	97.57	97.57
		Voucher: 43612					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981187	3/30/2018	025292 KEEL, KENT	REIMB	3/16/2018	REIMB/K.KEEL/A.C.E.NIGHT EVE	40.00	40.00
		Voucher: 43613					
51981188	3/30/2018	021616 KELLEY IMAGING SYSTEMS	22220737	2/26/2018	LEASE/SHARP MX5111N COPIER	409.56	409.56
		Voucher: 43614					
51981189	3/30/2018	001072 KLOSOWSKI, DEBBIE	REIMB	2/12/2018	REIMB/WEBSITE RENEWAL	112.55	112.55
		Voucher: 43615					
51981190	3/30/2018	002964 LAKESIDE INDUSTRIES	40726	2/28/2018	EZ STREET ASPHALT	413.20	413.20
		Voucher: 43616					
51981191	3/30/2018	002091 LEXISNEXIS	3091380503	2/28/2018	FEB18/ONLINE LEGAL RESEARC	109.90	
		Voucher: 43617	3091334878	1/31/2018	JAN18/ONLINE LEGAL RESEARC	109.90	219.80
51981192	3/30/2018	001797 LOWE'S BUSINESS ACCOUNT/GE874-3507-900095-		3/17/2018	MISC REPAIR & MAINTENANCE	492.87	492.87
		Voucher: 43618					
51981193	3/30/2018	001352 MILES RESOURCES, LLC	278313	3/12/2018	HOT MIXED ASPHALT	1,158.00	1,158.00
		Voucher: 43619					
51981194	3/30/2018	001096 NORTHWEST CASCADE, INC.	0550581529	3/5/2018	PORTA POTTY RENTAL/CURRAN	72.00	
		Voucher: 43620	0550581530	3/5/2018	PORTA POTTY RENTAL/SKATE P	72.00	144.00
51981195	3/30/2018	002453 PACIFIC PLANTS INC	83169	3/8/2018	MISC TREES/REPLACE TREES C	3,758.58	3,758.58
		Voucher: 43621					
51981196	3/30/2018	026151 PH CONSULTING LLC	1059	3/4/2018	BP & 67TH SIGNAL REVIEW/BP 4	1,452.00	1,452.00
		Voucher: 43623					
51981197	3/30/2018	001109 PIERCE COUNTY BUDGET & FIN/CI-244187		1/22/2018	2018 PCRC MEMBERSHIP DUES	879.14	
		Voucher: 43624	CI-246969	3/6/2018	APR18/INET CHARGES	253.00	
			CI-247044	3/6/2018	MAR18/POLICE SERVICES	302,457.20	
			CI-247146	3/8/2018	ANNUAL ACCESS FEE TO SCWC	25,680.00	
			CI-247270	3/13/2018	FEB18/JAIL SERVICE	3,191.30	
			CI-247235	3/12/2018	JAN-FEB18/POLICE SPECIAL OV	2,569.51	335,030.15

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981200	3/30/2018	001751	PIERCE COUNTY BUDGET & FIN/4002820370	2/16/2018	2018 PROPERTY TAX	8.06	
	Voucher:	43625	4002820380	2/16/2018	2018 PROPERTY TAX	8.06	
			4002460130	2/16/2018	2018 PROPERTY TAX	8.06	
			4003090100	2/16/2018	2018 PROPERTY TAX	8.06	
			4003090120	2/16/2018	2018 PROPERTY TAX	8.06	
			9009660070	2/16/2018	2018 PROPERTY TAX	8.70	
			9009680010	2/16/2018	2018 PROPERTY TAX	8.70	
			4002910220	2/16/2018	2018 PROPERTY TAX	8.32	
			0220281034	2/16/2018	2018 PROPERTY TAX	27.08	
			0220271072	2/16/2018	2018 PROPERTY TAX	212.29	
			0220271069	2/16/2018	2018 PROPERTY TAX	24.04	
			0220101009	2/16/2018	2018 PROPERTY TAX	116.69	
			9435000110	2/16/2018	2018 PROPERTY TAX	8.51	
			9435000080	2/16/2018	2018 PROPERTY TAX	211.57	
			0220104001	2/16/2018	2018 PROPERTY TAX	9.49	
			0220091076	2/16/2018	2018 PROPERTY TAX	264.91	
			0220163014	2/16/2018	2018 PROPERTY TAX	212.67	
			0220234202	2/16/2018	2018 PROPERTY TAX	25.96	
			9412030200	2/16/2018	2018 PROPERTY TAX	8.06	
			4002560020	2/16/2018	2018 PROPERTY TAX	2,197.85	
			4002560030	2/16/2018	2018 PROPERTY TAX	8.06	
			4001910150	2/16/2018	2018 PROPERTY TAX	8.06	
			0220151160	2/16/2018	2018 PROPERTY TAX	8.06	
			2262000300	2/16/2018	2018 PROPERTY TAX	8.06	
			4002450380	2/16/2018	2018 PROPERTY TAX	8.06	
			4002560110	2/16/2018	2018 PROPERTY TAX	8.06	
			0220162004	2/16/2018	2018 PROPERTY TAX	8.06	
			7720002102	2/16/2018	2018 PROPERTY TAX	8.06	
			7720002105	2/16/2018	2018 PROPERTY TAX	8.41	
			4001950230	2/16/2018	2018 PROPERTY TAX	8.06	
			4002360640	2/16/2018	2018 PROPERTY TAX	8.36	
			9127530210	2/16/2018	2018 PROPERTY TAX	26.12	
			4000270200	2/16/2018	2018 PROPERTY TAX	26.23	
			9127530200	2/16/2018	2018 PROPERTY TAX	26.24	
			9180810191	2/16/2018	2018 PROPERTY TAX	8.06	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			4260000050	2/16/2018	2018 PROPERTY TAX	8.33	
			0220221036	2/16/2018	2018 PROPERTY TAX	8.06	
			4002970120	2/16/2018	2018 PROPERTY TAX	8.06	
			4002260490	2/16/2018	2018 PROPERTY TAX	8.81	
			0220237020	2/16/2018	2018 PROPERTY TAX	8.06	
			4001460480	2/16/2018	2018 PROPERTY TAX	10.27	
			3867000320	2/16/2018	2018 PROPERTY TAX	8.06	
			3867000290	2/16/2018	2018 PROPERTY TAX	8.06	
			0220232025	2/16/2018	2018 PROPERTY TAX	8.35	
			4001971120	2/16/2018	2018 PROPERTY TAX	8.06	
			3355000170	2/16/2018	2018 PROPERTY TAX	8.06	
			0220091131	2/16/2018	2018 PROPERTY TAX	8.06	
			8950003680	2/16/2018	2018 PROPERTY TAX	8.06	
			3425001060	2/16/2018	2018 PROPERTY TAX	8.06	
			9180002173	2/16/2018	2018 PROPERTY TAX	8.32	
			9435000090	2/16/2018	2018 PROPERTY TAX	8.37	
			0220101007	2/16/2018	2018 PROPERTY TAX	8.27	
			4002640190	2/16/2018	2018 PROPERTY TAX	8.29	
			4002640200	2/16/2018	2018 PROPERTY TAX	8.06	
			4260000164	2/16/2018	2018 PROPERTY TAX	8.06	
			0220224061	2/16/2018	2018 PROPERTY TAX	8.06	
			3850300250	2/16/2018	2018 PROPERTY TAX	8.06	
			3850300260	2/16/2018	2018 PROPERTY TAX	8.06	
			5444000250	2/16/2018	2018 PROPERTY TAX	8.06	
			9180830350	2/16/2018	2018 PROPERTY TAX	8.06	
			9180820300	2/16/2018	2018 PROPERTY TAX	8.06	
			4001700670	2/16/2018	2018 PROPERTY TAX	8.06	
			4001700680	2/16/2018	2018 PROPERTY TAX	8.40	
			4000331060	2/16/2018	2018 PROPERTY TAX	8.06	
			9009660040	2/16/2018	2018 PROPERTY TAX	124.78	
			9009660050	2/16/2018	2018 PROPERTY TAX	107.95	
			0220152069	2/16/2018	2018 PROPERTY TAX	8.06	
			0220154110	2/16/2018	2018 PROPERTY TAX	26.45	
			0220152042	2/16/2018	2018 PROPERTY TAX	8.06	
			0220212070	2/16/2018	2018 PROPERTY TAX	4,171.99	

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			4002700220	2/16/2018	2018 PROPERTY TAX	8.06	
			4002700240	2/16/2018	2018 PROPERTY TAX	8.06	
			4002560011	2/16/2018	2018 PROPERTY TAX	5,095.87	
			9009660060	2/16/2018	2018 PROPERTY TAX	8.70	
			9009660010	2/16/2018	2018 PROPERTY TAX	1,596.82	
			0220231116	2/16/2018	2018 PROPERTY TAX	8.70	
			0220221027	2/16/2018	2018 PROPERTY TAX	143.20	
			4002560140	2/16/2018	2018 PROPERTY TAX	8.48	
			4000331070	2/16/2018	2018 PROPERTY TAX	8.06	
			0220221018	2/16/2018	2018 PROPERTY TAX	9.17	
			0220221008	2/16/2018	2018 PROPERTY TAX	8.80	
			0220221039	2/16/2018	2018 PROPERTY TAX	8.61	
			4260000020	2/16/2018	2018 PROPERTY TAX	8.06	
			4260000030	2/16/2018	2018 PROPERTY TAX	8.06	
			4260000040	2/16/2018	2018 PROPERTY TAX	8.06	
			4260000010	2/16/2018	2018 PROPERTY TAX	8.44	
			9178500860	2/16/2018	2018 PROPERTY TAX	25.96	
			3867000300	2/16/2018	2018 PROPERTY TAX	8.06	
			3867000310	2/16/2018	2018 PROPERTY TAX	8.06	
			0220235031	2/16/2018	2018 PROPERTY TAX	8.67	
			4001720980	2/16/2018	2018 PROPERTY TAX	8.06	
			4002560040	2/16/2018	2018 PROPERTY TAX	8.06	
			4001720970	2/16/2018	2018 PROPERTY TAX	8.32	
			2140110010	2/16/2018	2018 PROPERTY TAX	8.06	
			3867000280	2/16/2018	2018 PROPERTY TAX	8.06	
			4003090140	2/16/2018	2018 PROPERTY TAX	8.06	
			4003150230	2/16/2018	2018 PROPERTY TAX	8.06	
			0220151106	2/16/2018	2018 PROPERTY TAX	8.30	
			0220151189	2/16/2018	2018 PROPERTY TAX	8.06	
			0220233012	2/16/2018	2018 PROPERTY TAX	8.40	
			0220234203	2/16/2018	2018 PROPERTY TAX	9.96	
			0220161017	2/16/2018	2018 PROPERTY TAX	27.77	
			4002560150	2/16/2018	2018 PROPERTY TAX	8.37	15,370.44

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51981201	3/30/2018	024698	PIERCE COUNTY SECURITY, INC.341878	3/5/2018	#009206/FEB18/KOBAYASHI	225.00		
	Voucher:	43626	341822	3/5/2018	#009205/FEB18/CIRQUE BRIDGE	225.00		
			341633	3/5/2018	#010740/FEB18/PARADISE POND	225.00	675.00	
51981202	3/30/2018	025843	REED TRUCKING & EXCAVATING 3	3/19/2018	MORRISON RD W/CDBG	26,244.23	26,244.23	
	Voucher:	43627						
51981203	3/30/2018	025843	REED TRUCKING & EXCAVATING RETAINAGE RELI	3/20/2018	RETAINAGE RELEASE/LARSON I	23,402.80	23,402.80	
	Voucher:	43628						
51981204	3/30/2018	026119	RES GROUP NW LLC	14476	3/17/2018	FEB11-MAR17/27TH ST W PHASE	3,817.10	3,817.10
	Voucher:	43629						
51981205	3/30/2018	022031	SEESZ, LINDA	APR18/WATOA	3/12/2018	APR18/PER DIEM/WATOA CONF/	46.00	46.00
	Voucher:	43630						
51981206	3/30/2018	026162	SHI, QIJIANG	EASEMENT	3/21/2018	TEMPORARY CONSTRUCTION E	300.00	300.00
	Voucher:	43631						
51981207	3/30/2018	025147	SILENT LIGHTS LLC	1248	12/22/2017	TREE SETUP/INTERIOR & EXTEF	14,028.74	14,028.74
	Voucher:	43632						
51981208	3/30/2018	003008	SPRAGUE PEST SOLUTIONS INC3451356	3/2/2018	PEST CONTROL/WINDMILL VILL/	104.41	104.41	
	Voucher:	43633						
51981209	3/30/2018	002613	SUPERIOR LINEN SERVICE,INC. 90561	3/7/2018	OFFICE MAT RENTAL/PW SHOP	89.40		
	Voucher:	43634	93545	3/21/2018	OFFICE MAT RENTAL/PW SHOP	89.40		
			91148	3/9/2018	OFFICE MAT RENTAL/DEVELOPM	13.77	192.57	
51981210	3/30/2018	002823	THOMPSON ELECTRICAL CONST0318-1581CW	3/16/2018	CIVIC CENTER/CLICK TV RECEP	1,023.13		
	Voucher:	43635	1117-1244-2	11/29/2017	TROUBLESHOOTING/STREET LI	495.04		
			318-1595CV	3/21/2018	MATERIAL & LABOR/WIRE THEF	2,407.74	3,925.91	
51981211	3/30/2018	001326	TUCCI & SONS INC	9	3/19/2018	S.56TH ST-CIRQUE DR/CORRIDC	300,735.88	300,735.88
	Voucher:	43636						
51981212	3/30/2018	001035	TYLER TECHNOLOGIES, INC. 045-214451	2/1/2018	MAINTENANCE & SUPPORT/PRC	69,276.58	69,276.58	
	Voucher:	43637						
51981213	3/30/2018	025376	UNIVERSAL FIELD SERVICES, IN(400180	2/28/2018	FEB18/BP WAY PH4A/ROW & ACC	1,127.40	1,127.40	
	Voucher:	43638						
51981214	3/30/2018	001331	UNIVERSITY PLACE REFUSE SV, 1008320	3/21/2018	APR18/BILLING PERIOD/COMPAC	1,170.34		
	Voucher:	43639	1008974	3/21/2018	APR18/BILLING PERIOD/REFUSE	1,623.17	2,793.51	
51981215	3/30/2018	025336	US BANK	745000006	2/28/2018	CUSTOMER #0006/FEB18/MAINT	26.00	26.00
	Voucher:	43640						
51981216	3/30/2018	001153	VERIZON WIRELESS,LLC.	9803464464	3/12/2018	CELL PHONE/PW & PARK MAINT	530.08	
	Voucher:	43641	9802727621	3/1/2018	CELL PHONE/CITYWIDE	1,466.06	1,996.14	

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51981217	3/30/2018	002935	WA ASSN OF CODE ENFORCEMESPRCONF	3/19/2018	2018 SPRING CONFERENCE & L	80.00	80.00
		Voucher: 43642					
51981218	3/30/2018	001468	WA ASSN OF PERMIT TECHNICIA2018DUES	11/28/2017	2018 DUES/K.DREISBACH	35.00	
		Voucher: 43643	2018DUES/KING	11/28/2017	2018 DUES/B.KING	35.00	70.00
51981219	3/30/2018	001032	WA STATE	2018020063	3/1/2018 FEB18/TELECOMMUNICATIONS :	315.27	315.27
		Voucher: 43644					
51981220	3/30/2018	026158	WEST COAST SIGNAL, INC	2354	3/15/2018 MILDRED ST SW & REGENTS BL'	1,115.06	1,115.06
		Voucher: 43646					
51981221	3/30/2018	024194	WEST SOUND WORKFORCE,INC.35823	3/5/2018	SHANE CONLEY/WW 03-04	1,062.00	
		Voucher: 43647	35777	2/26/2018	SHANE CONLEY/WW 02-25	1,062.00	2,124.00
51981222	3/30/2018	023675	ZEE MEDICAL INC.	68351523	3/6/2018 RESUPPLY FIRST AID KIT/PW SH	144.08	
		Voucher: 43648	68351521	3/6/2018	RESUPPLY FIRST AID KIT/CITY H	65.67	209.75
Sub total for BANK OF AMERICA:							907,373.29

71 checks in this report.

Grand Total All Checks: 907,373.29

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

Proposed Council Action:

Confirm Steven Thorndill's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.

Agenda No: 7B
Dept. Origin: Clerk's Office
For Agenda of: April 2, 2018
Exhibits: Application

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

For Council review and confirmation, Mayor Keel submits his appointment for the Park Advisory Commission as recommended by the City Council Subcommittee. All Advisory Commission appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Steven Thorndill's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.

APPLICATION FOR APPOINTMENT TO CITIZEN COMMISSIONS



3715 Bridgeport Way W
University Place, WA 98466
PH: (253) 566-5656 FAX: (253) 460-2541

Note: Information on this form, other than the personal information reflected by an asterisk, becomes public information when submitted. Please type or print clearly.

I am interested in serving on the following commission:

- Park Advisory Commission
- Planning Commission
- Public Safety Advisory Commission
- Economic Development Advisory Commission

x

Name Steven R. Thorndill *Home Phone [REDACTED]
*Street Address [REDACTED] Work Phone (cell) 206-498-4295
*City, State, Zip [REDACTED] UP Resident? Yes No since 1991
*Email Address (Work email addresses become public information) [REDACTED]

Are you over the age of 18? Yes No If No, date of birth: _____

Occupation: Retired 6/1/17. Prior to that worked at the Student Achievement Council in Olympia, College Success Foundation, and University of Puget Sound - 46 years total working career.
Education: Bachelor's in Economics - Oakland University; Master's in Education - Ohio University

Professional and/or Community Activities:

Cub Scout and Boy Scout leader for 13 years - Pack 148 in UP for six years; mentor for Achievers Scholars; Merle Palmer Scholar Program; volunteer for Boys and Girls Club, including youth soccer, Habitat for Humanity

Do you or your spouse have a financial interest in, or are you an employee or officer of any business which does or seeks to do business with the City of University Place?
 Yes No If yes, please explain: _____

Are there any special accommodations that you require?
 Yes No If Yes, please describe: _____

Have you ever been convicted of a felony or have you been convicted of a misdemeanor other than minor traffic offenses within the past three (3) years?
 Yes No If yes, please explain: _____

NO

Please provide names and phone numbers of three references:

Name: <u>Denise McCluskey</u>	Phone: <u>253-878-8039</u>
Name: <u>Steve Worthington</u>	Phone: <u>253-565-4855</u>
Name: <u>Steve Smith</u>	Phone: <u>253- 222-1665</u>

In case of an emergency, please contact:

*Name: <u>[REDACTED]</u>	*Phone: <u>[REDACTED]</u>	*Relationship: <u>[REDACTED]</u>
*Name: <u>[REDACTED]</u>	*Phone: <u>[REDACTED]</u>	*Relationship: <u>[REDACTED]</u>

To the best of my knowledge, the information provided herein is true and complete. I understand that falsification of this application will be grounds for dismissal as a committee/commission member. Further, I give permission for an authorized representative of the City of University Place to conduct a state patrol criminal background check and to inquire of former employers and other individuals about my ability to perform all aspects of the volunteer position for which I am being considered, and I release the City of University Place and those individuals and/or institutions that provide information from any liability that may arise from the provision of this information.

I authorize any necessary emergency medical treatment that might be required for me in event of physical injury and/or accident to me while participating in this program. Furthermore I authorize the City of University Place and its agents the right to take and use photographs of me for civic purposes including use in City publications and on the City website. I understand that the City cannot always control use of these photographs by third parties.

As a volunteer for the City of University Place, I agree to follow all of the rules outlined in the City's volunteer policy. I will use all provided equipment appropriately and follow all safety practices. I am aware that the work associated with being a City volunteer involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the opportunity to participate in the City's volunteer program, I hereby, on behalf of my heirs and myself, assume all risks in connection with my participation in this program. I further hold harmless the City of University Place, its officials, employees, and agents, for any injuries, losses or damages which may occur to me while I am participating in this program, and I waive any right to bring claim or lawsuit against them for any such injury, loss, damage, or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all lawsuits for injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the volunteer program except for injuries or damages caused by the sole negligence of the City.

Signature: Steven R. Thorndill Date: 8/15/17

SUPPLEMENTAL APPLICATION FOR APPOINTMENT PARK ADVISORY COMMISSION



3715 Bridgeport Way W
University Place, WA 98466
PH: (253) 566-5656 FAX: (253) 460-2541

Note: All information on this form becomes public information when submitted. Please type of print clearly.

Describe why you are interested in serving on the Park Advisory Commission:

City parks are an essential part of urban living, providing open space and activities for both children and adults to experience. For some this may be a quiet place to be, for others it may be a place to play ball, walk the dog, have a picnic etc. Over the past 26 years as a UP resident, I have used and experienced the UP parks frequently, including Cirque Park, Homestead, Kobayashi, Sunset, Adriana Hess and Paradise Pond. I am also a daily walker, most days walking 4 - 5 miles, frequently along Cirque, Bridgeport and the Chambers Bay area streets. With more than 15 parks in UP, I do believe I can contribute ideas and time to expanding/improving UP parks for the years to come.

What do you feel is the most important task of the Park Advisory Commission?

Listening to ideas brought up by UP citizens and UP Council members to improve the parks in UP. Discussing these ideas (as well as our own ideas) with other members of the advisory commission, so as to be continually making improvements to our already very good park system in UP. I believe it is important for commissioners to visit regularly the UP parks to see for ourselves how they are working and visualizing how additional changes will add value to University Place citizens.

Describe results you have seen of the Park Advisory Commission's work in University Place.

I've enjoyed the fairly recent opening of Paradise Park and have had fun exploring the trail system there. I've been watching the Creekside Park and Leach Creek Conservation areas along Cirque and Alameda Ave. and I look forward to seeing how these areas "open up more to the public" in the years to come.

What, in your opinion, is the most significant issue that needs to be addressed by the Park Advisory Commission at this time?

I would like to see additional development and improved signage in Paradise Park, Creekside Park, Leach Creek, and the connecting of trails between Kobayashi Park and the Chambers Crest Wildlife Habitat area. It might also be fun and interesting to see if UP could develop and promote "walks between various parks" to promote exercise and getting people out to see and talk with neighbors in an informal way. Perhaps UP residents could earn certificates for visiting "X" numbers of parks each year with merchants providing small incentives (e.g. coffee, donuts, apples, tshirts, hats etc.) to help promote how great it is to live in University Place!

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

Proposed Council Action:

Confirm Kristen Kubitza's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.

Agenda No: 7C
Dept. Origin: Clerk's Office
For Agenda of: April 2, 2018
Exhibits: Application

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

For Council review and confirmation, Mayor Keel submits his appointment for the Park Advisory Commission as recommended by the City Council Subcommittee. All Advisory Commission appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Kristen Kubitza's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.

FEB 28 2010

APPLICATION FOR APPOINTMENT TO CITIZEN COMMISSIONS

University Place
WASHINGTON 

3715 Bridgeport Way W University Place, WA
98466 PH: (253) 566-5656 FAX: (253) 460-
2541

Note: Information on this form, other than the personal information reflected by an asterisk, becomes public information when submitted. Please type or print clearly.

I am interested in serving on the following commission:

- Park Advisory Commission
- Planning Commission
- Public Safety Advisory Commission
- Economic Development Advisory Commission

Name Kristen Kubitza

*Home Phone [REDACTED]

*Street Address [REDACTED]

Work Phone (206) 625-1367

*City, State, Zip [REDACTED]

UP Resident Yes No

*Email Address [REDACTED]

(Work email addresses become public information)

Are you over the age of 18? Yes No

If No, date of birth: N/A

Occupation: Policy and Planning Coordinator, Washington Trails Association

Education: Masters of Public Administration, The Ohio State University; BA in Political Science, University of Arizona

Professional and/or Community Activities: N/A

Do you or your spouse have a financial interest in, or are you an employee or officer of any business which does or seeks to do business with the City of University Place?

Yes No If yes, please explain: N/A

Are there any special accommodations that you require?

Yes No If Yes, please describe: N/A

Have you ever been convicted of a felony or have you been convicted of a misdemeanor other than minor traffic offenses within the past three (3) years?

Yes No If yes, please explain: N/A

Please provide names and phone numbers of three references:

Name: Jen Miller Phone: (614) 461-0734

Name: Jack Shaner Phone: (614) 309-1169

Name: Michelle Shinew Phone: (614) 793-0123

In case of an emergency, please contact:

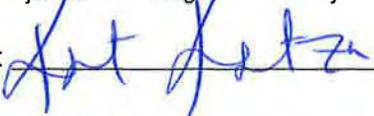
*Name: [REDACTED] *Phone: [REDACTED] *Relationship: [REDACTED]

*Name: [REDACTED] *Phone: [REDACTED] *Relationship: [REDACTED]

To the best of my knowledge, the information provided herein is true and complete. I understand that falsification of this application will be grounds for dismissal as a committee/commission member. Further, I give permission for an authorized representative of the City of University Place to conduct a state patrol criminal background check and to inquire of former employers and other individuals about my ability to perform all aspects of the volunteer position for which I am being considered, and I release the City of University Place and those individuals and/or institutions that provide information from any liability that may arise from the provision of this information.

I authorize any necessary emergency medical treatment that might be required for me in event of physical injury and/or accident to me while participating in this program. Furthermore I authorize the City of University Place and its agents the right to take and use photographs of me for civic purposes including use in City publications and on the City website. I understand that the City cannot always control use of these photographs by third parties.

As a volunteer for the City of University Place, I agree to follow all of the rules outlined in the City's volunteer policy. I will use all provided equipment appropriately and follow all safety practices. I am aware that the work associated with being a City volunteer involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the opportunity to participate in the City's volunteer program, I hereby, on behalf of my heirs and myself, assume all risks in connection with my participation in this program. I further hold harmless the City of University Place, its officials, employees, and agents, for any injuries, losses or damages which may occur to me while I am participating in this program, and I waive any right to bring claim or lawsuit against them for any such injury, loss, damage, or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all lawsuits for injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the volunteer program except for injuries or damages caused by the sole negligence of the City.

Signature:  Date: 2.28.2018

SUPPLEMENTAL APPLICATION FOR APPOINTMENT PARK ADVISORY COMMISSION



3715 Bridgeport Way W University Place, WA
98466 PH: (253) 566-5656 FAX: (253) 460-
2541

Note: All information on this form becomes public information when submitted. Please type of print clearly.

Describe why you are interested in serving on the Park Advisory Commission:

My family moved to Washington last summer and when we began looking for a home last fall, we fell in love with University Place. It is a beautiful community with excellent schools and close access to many local parks as well as Mount Rainier and Olympic National Parks. My husband and I are excited about raising our family in this community. I'm an avid hiker and outdoor enthusiast. I love long hikes in the mountains, but I truly value close to home nature experiences, and the opportunities they provide for my young daughter to experience nature. I believe that local parks and green space provide valuable benefits to communities – improving quality of life, health benefits, and can play a critical role in driving economic investment in communities.

I am an experienced public sector professional with a Masters of Public Administration degree and over six years of experience working for state government and nonprofit organizations. Both my education and my professional experience in the public sector are driven by my desire to help support and improve my community. I have significant experience working for environmental nonprofits, including my current position at Washington Trails Association.

I am interested in serving on the Parks Advisory Commission because it is an exciting opportunity to apply my public sector expertise and passion for public lands to help improve my community. I want to help support and build our local parks awareness of and opportunities for our community to enjoy the beautiful landscape we live in. I'm also interested in assisting with supporting and developing recreation opportunities and programs for our youth. I believe my professional background and passion for outdoor recreation have positioned me to provide valuable contributions to the Commission and our community.

What do you feel is the most important task of the Park Advisory Commission?

The Park Advisory Commission plays an important role in assisting with a number of park related issues from long-range strategic planning, to increasing community awareness and interest, to land acquisition. However, I believe the most important task of the Park Advisory Commission is to identify, recommend, and where appropriate assist with securing funding for our parks. Funding is critical for accomplishing all of the other pieces of work. I believe the commission can play a vital role in developing the foundation upon which our park system is built.

Describe results you have seen of the Park Advisory Commission's work in University Place.

As a new resident, I am not aware of the past work of the Parks Advisory Commission. However, I was able to enjoy the 2017 Winter Fest: Christmas Tree Lighting event. This was a really incredible event, that my family enjoyed, and we are looking forward to attending as an annual tradition. It was great to see so many people in attendance and we really appreciated the arts and crafts activities for the kids and as well as Santa. I am also looking forward to a number of community events this year including: Parks Appreciation Day, Concerts in the Park, Moonlight Movie and a Park, and the Cider Squeeze. These kinds of events provide a real value to our community, bringing us together, celebrating the seasons and building our community.

What, in your opinion, is the most significant issue that needs to be addressed by the Park Advisory Commission at this time?

Beyond securing necessary funding, as I mentioned above, I believe having a multi-year strategic plan for our park system, which includes strategies for improving community interest and awareness, is very important. Without having prior experience with the Commission I don't know if such a plan exists, or if does if it needs to be updated. I think an up to date strategic plan is important for ensuring a strong park system into the future. Another related item would be developing a community survey to identify needs and interests related to parks and recreation among our residents.

Kristen L.R. Kubitza

PROFILE

Experienced public policy professional with a successful record of securing changes to recreation and land management plans, legislation, administrative code, permits, and other administrative decisions.

Significant experience in project planning, including grant management and developing stakeholder and public engagement plans.

Experienced working collaboratively with legislators, state agency staff, and diverse stakeholder groups to advance policy initiatives.

SKILLS

- Project Planning & Management
- Grant Writing & Management
- Developing administrative code and legislation.
- Public Policy Analysis
- Technical Writing
- Written and Verbal Communication
- Public Engagement
- Meeting Facilitation
- Public Speaking
- SWOT Analysis

EDUCATION

Masters of Public Administration

The Ohio State University | 2011

Outstanding Policy Paper Award 2011

Bachelor of Arts, Political Science

University of Arizona | 2009

Summa Cum Laude, Honors

EXPERIENCE:

PUBLIC POLICY, OUTREACH & COMMUNICATIONS

POLICY & PLANNING COORDINATOR

Washington Trails Association | May 2017 – Present

- Manage planning and policy projects on recreation and public lands issues. Develop project plans, including project goals, strategies, tactics, timelines and public communications and engagement plans.
- Analyze local, state, and federal planning and policy proposals (e.g. Washington Administrative Code, legislation, NEPA projects, recreation and land management plans) and write public comment letters.
- In partnership with the U.S. Forest Service assist in planning and facilitating public meetings and public engagement on NEPA land management planning proposals.
- Research public lands and outdoor recreation policy issues and develop policy recommendations.
- Work collaboratively with colleagues, land management agencies, and partner organizations to achieve project goals.
- Effectively communicate recreation and land management plans and policy issues to diverse audiences.
- Manage WTA's state legislative work, including tracking and analyzing legislation, developing recommendations on positions and strategy, and meeting with legislators.
- Facilitate public comments on local, state, and federal policies and land management plans.
- Develop a variety of communication materials including comment letters, policy fact sheets, presentations, website content, and magazine articles.

CONSERVATION PROGRAM COORDINATOR

Sierra Club – Ohio Chapter | August 2016 – May 2017

- Advanced state and federal legislation and administrative rules on climate change, clean energy, energy efficiency, and public health issues.
- Managed policy projects, including project planning, developing goals, strategies, tactics, timelines and public communications and engagement plans.
- Tracked and analyze legislation, developed recommendations on positions and strategy, met with legislators, and wrote and delivered testimony on legislation.
- Worked with diverse coalitions and stakeholders to advance administrative rules and legislation at the state and federal levels.
- Developed a variety of communication materials including legislative testimony, community presentations, fact sheets, website content, and press releases.

EXPERIENCE CONTINUED

COMMUNICATIONS MANAGER

Ohio Education Research Center, The Ohio State University | August 2014-June 2016

- Managed communications and public affairs work on education policy research and recommendations to state agencies and the Governor's Office.
- Coordinated and facilitated meetings of OERC's Policy Council, comprised of staff from six state agencies.
- Managed a variety of projects including peer review and publication of policy research papers and event planning.
- Conducted outreach with education stakeholders, teachers, and school administrators to discuss research and policy recommendations.
- Wrote communication materials including: research briefs, presentations, press releases, and newsletters.

DIRECTOR OF WATER POLICY & OUTREACH

Ohio Environmental Council | November 2011-July 2014

- Developed, planned, and implemented OEC's policy initiatives on water resource and public lands issues.
- Developed project plans for addressing environmental issues through administrative code, legislation, NPDES and 401/404 CWA permits, and land management plans. Achieved changes to Ohio Administrative Code, amendments to legislation, passage of legislation, a governor's line item veto, and changes to a land management plan.
- Developed, obtained, and implemented grant proposals.
- Analyzed and developed comment letters on proposed new or revisions to administrative code and NPDES and 401/404 CWA permits.
- Served on state agency and nonprofit advisory committees, advising on state administrative rule development, state policy development, and community and regional planning efforts. Served on the following committees:
 - Ohio Department of Health, Sewage Treatment System Rule Advisory Committee; Ohio EPA, Nutrient Water Quality Standards Technical Rule Advisory Committee; Ohio EPA, Urban/Point Source Nutrient Work Group.
 - Mid-Ohio Regional Planning Commission, Sustaining Scioto Stakeholder Advisory Committee; Council of Great Lakes Industries, Water Stewardship Expert Panel; Lake Erie Improvement Association.
- Conducted research, reviewed background information, and developed research briefs to inform policy recommendations on state administrative rules, general permits, and environmental policies.
- Managed and worked collaboratively with a diverse project teams advance development of new state administrative code, legislation, and policy.
- Tracked and analyzed legislation, worked with legislators, met with staff in the Governor's office and state agencies, and testified on legislation.
- Developed policy communication documents including: public comments letters, legislative testimony, research briefs, press releases, fact sheets, and newsletter articles.

LEGISLATIVE AIDE

Ohio House of Representatives | May 2010 – January 2011

- Managed the Capital office of the State Representative for Ohio's 93rd House District.
- Tracked, analyzed, and summarized legislation.
- Conducted public policy research and developed research memos on administrative code and legislation.
- Conducted outreach with a variety of stakeholders including: state agency staff, congressional offices, local elected officials, and state and local organizations to advance policy and economic development projects.
- Developed communication materials including: op-ed articles, newsletters, press releases, and speeches.

POLICY ANALYST FELLOW

Arizona State Senate | January 2009 – June 2009

- Tracked, analyzed, and developed policy briefs for every piece of legislation assigned to three legislative committees.
 - Drafted legislative amendments.
 - Assisted in briefing Senators on the budget proceedings, pending legislation, and executive nominations.
 - Assisted with community budget presentations designed to increase public awareness and engagement.
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**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Confirm Joshua Koontz's appointment to the Economic Development Advisory Commission for a four-year term ending January 31, 2022.

Agenda No: 7D
Dept. Origin: Clerk's Office
For Agenda of: April 2, 2018
Exhibits: Application

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

For Council review and confirmation, Mayor Keel submits his appointment for the Economic Development Advisory Commission as recommended by the City Council Subcommittee. All Advisory Commission appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Joshua Koontz's appointment to the Economic Development Advisory Commission for a four-year term ending January 31, 2022.

APPLICATION FOR APPOINTMENT TO CITIZEN COMMISSIONS



3715 Bridgeport Way W
University Place, WA 98466
PH: (253) 566-5656 FAX: (253) 460-2541

Note: Information on this form, other than the personal information reflected by an asterisk, becomes public information when submitted. Please type or print clearly.

I am interested in serving on the following commission:

- Economic Development Advisory Commission
- Park Advisory Commission
- Planning Commission
- Public Safety Advisory Commission

Name Joshua Koontz *Home Phone [REDACTED]
*Street Address [REDACTED] Work Phone _____
*City, State, Zip [REDACTED] UP Resident? Yes No
*Email Address (Work email addresses become public information) [REDACTED]

Are you over the age of 18? Yes No If No, date of birth: _____

Occupation: Supply Chain Strategy, The Boeing Company
Master of Business Administration (MBA) - Western Washington University.
Education: Bachelor of Business Administration, Major Finance, Minor Economics - Washington State University

Professional and/or Community Activities:
Boeing JumpStart Mentoring Puget Sound
Experience building business strategy in both domestic and international settings

Do you or your spouse have a financial interest in, or are you an employee or officer of any business which does or seeks to do business with the City of University Place?
 Yes No If yes, please explain: _____

Are there any special accommodations that you require?
 Yes No If Yes, please describe: _____

Have you ever been convicted of a felony or have you been convicted of a misdemeanor other than minor traffic offenses within the past three (3) years?
 Yes No If yes, please explain: _____

Please provide names and phone numbers of three references:

Name: Jeffery Beardemphl, CEO - Print NorthWest Phone: (253) 405-9038
Name: Tony Lindgren, Director - Tacoma Water Phone: (253) 376-7997
Name: Thanh Dinh, Director - Microsoft Phone: (425) 879-4801

In case of an emergency, please contact:

*Name: [REDACTED] *Phone: [REDACTED] *Relationship: [REDACTED]
*Name: [REDACTED] *Phone: [REDACTED] *Relationship: [REDACTED]

To the best of my knowledge, the information provided herein is true and complete. I understand that falsification of this application will be grounds for dismissal as a committee/commission member. Further, I give permission for an authorized representative of the City of University Place to conduct a state patrol criminal background check and to inquire of former employers and other individuals about my ability to perform all aspects of the volunteer position for which I am being considered, and I release the City of University Place and those individuals and/or institutions that provide information from any liability that may arise from the provision of this information.

I authorize any necessary emergency medical treatment that might be required for me in event of physical injury and/or accident to me while participating in this program. Furthermore I authorize the City of University Place and its agents the right to take and use photographs of me for civic purposes including use in City publications and on the City website. I understand that the City cannot always control use of these photographs by third parties.

As a volunteer for the City of University Place, I agree to follow all of the rules outlined in the City's volunteer policy. I will use all provided equipment appropriately and follow all safety practices. I am aware that the work associated with being a City volunteer involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the opportunity to participate in the City's volunteer program, I hereby, on behalf of my heirs and myself, assume all risks in connection with my participation in this program. I further hold harmless the City of University Place, its officials, employees, and agents, for any injuries, losses or damages which may occur to me while I am participating in this program, and I waive any right to bring claim or lawsuit against them for any such injury, loss, damage, or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all lawsuits for injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the volunteer program except for injuries or damages caused by the sole negligence of the City.

Signature:  Date: March 14th, 2018

SUPPLEMENTAL APPLICATION FOR APPOINTMENT ECONOMIC DEVELOPMENT ADVISORY COMMISSION



3715 Bridgeport Way W
University Place, WA 98466
PH: (253) 566-5656 FAX: (253) 460-2541

Note: All information on this form becomes public information when submitted. Please type of print clearly.

Describe why you are interested in serving on the Economic Development Advisory Commission:

I recently moved to University Place after living in Snohomish, WA for two years. My wife and I both grew up in the Tacoma area and wanted to raise our son in University Place. I would like to volunteer to make my community the best it can be and I believe the Commission fits my skillset very well. Serving on the commission will utilize both my education and work experience to have the strongest impact on the community.

What do you feel is the most important task of the Economic Development Advisory Commission?

First and foremost, the most important task is to serve the citizens of University Place to make the city a better place. This can be done by being a soundboard for the community, communicating with the business leaders or helping the City Council with strategic efforts.

Describe results you have seen of the Economic Development Advisory Commission's work in University Place.

Businesses have grown immensely in the recent years in University Place. This can be seen the around the new library and the development in the area. It is clear that the city is doing a good job communicating to the business community to advocate for growth in the area.

What, in your opinion, is the most significant issue that needs to be addressed by the Economic Development Advisory Commission at this time?

First off, the Commission could do a better job communicating to the community about economic development initiatives. I see social media as an outlet that could be utilized to do this in a way that is not cost prohibitive. I believe this will lead to a longer term solution to grow business in University Place. The Economic Development Advisory Commission needs ultimately make it simple and profitable to move into University Place.

Joshua Koontz

Joshua.D.Koontz@Boeing.com

Professional Experience

THE BOEING COMPANY – Puget Sound, WA

Supply Chain Strategy, New Mid-Market Airplane (NMA) – January 2018 to present

- Sourcing strategy development for NMA structures
- Production system development and future automation support
- Working Boeing Global Services, International Strategy and Business Development, Supply Chain core and the NMA program to ensure integration between various strategies

Procurement Agent Team Lead (4), Supplier Management (Operations) – May 2017 to December 2017

Special Assignment: On-site acting Manager in Busan, Korea

- Assignment in August/September 2017 managing nine Procurement Field Representatives and Manufacturing Operations Analysts
- Identified ways to work better with the Supplier Management team in Everett to reduce duplicate work and drive towards common goals/priorities

Other Experience –

- Strategic Sourcing Team leader for the Korea country strategy
 - Developing strategies that align with the Supplier Management Mission and other Boeing strategic initiatives. This includes managing the AM&S strategic sourcing process to ensure contract awards align with country, category and supplier specific initiatives
 - Working Korean supplier development effort to assess capability of suppliers in Korea to ensure supply base enables overall country objectives for Boeing
- Korea Team Operations (787 Operations for Korean Air Lines):
 - Production Readiness Assessment (PRA) focal: responsible for detailed analysis in order to achieve future production rate increases. Quantitative analysis on Staffing, Capital Equipment, Manufacturing, Facilities, Work Movement, Sub Tier Supply Chain Management and Product Development
 - 787 rate investment focal: Responsible for analyzing all capital equipment and tooling expenditures for worthiness before approval

Procurement Agent (3), Supplier Management (Contracts and Operations) – May 2014 to May 2017

- Managed and developed the strategy for the Partnering for Success enterprise initiative. Responsible for coordinating the overall strategy as the negotiation team lead with a team of fifteen employees across multiple functions.
 - Recognition award for the cost savings realized
- Korea Team 737 MAX Winglet Operations:
 - Responsibility for the 737 MAX Winglet operations including building metrics for jobs behind schedule managing Key Performance Indicators (KPI)
 - Managed the First Part Qualification (FPQ) project schedule
- Developed operating cadences to manage supplier performance on quality, delivery, and cost
 - Quality Improvement Plan (QIP) supplier team lead
 - Continuously found ways to improve Supplier Delivery performance as well as reduce costs. Established the basis for recovery and conducted root cause corrective action (RCCA) plans
- Developed a new process for assertions from the supply base

Procurement Agent (2), Supplier Management (Contracts) – May 2012 to May 2014

Special Assignment: Work transfer Project Management Lead

- Project Management lead for an emergent offload to the supply base including time on site in Australia.
 - Responsible for developing plan baseline, analyzing schedule milestones, application of change control, risk management, and equipment/tooling strategy. Worked closely with the onsite operations and engineering representatives to develop the offload schedule to support the 737 program as well as the schedule of the closure of the site in Australia
 - Worked with Leadership in Boeing Australia to default the incumbent supplier that could not meet quality or delivery requirements
 - Negotiated the contract for the domestic supplier at a cost savings

Other Experience –

- Led the contracting effort for five separate new work packages from internal manufacture to external
 - Worked closely with the numerous functions to develop and create an offload plan with supplier that supported the Supplier Management cost down targets
- Took the lead and worked closely with the 767 program and the engineering community on a part change. Avoided a significant cost impact to the program by identifying low cost solutions

Procurement Agent (1), Supplier Management (Contracts) – July 2011 to May 2012

- Identified areas for Value Engineering and LEAN that drove cost improvements and supported the Supplier Management goal of exceeding the 2012 Long Range Business Plan
- Developed the Quality Improvement Plan (QIP) for supplier. Led the QIP and monthly quality meeting on site at the supplier to encourage active supplier participation from Quality, Project Managers, Customer Service Representatives and Engineering.
 - Developed a training program for new employees on Quality Improvement Plans. Taught classes to peers in order to share best practices throughout the organization

JP MORGAN CHASE – Tacoma, WA

Licensed Personal Banker, April 2011 to July 2011

- Created an outstanding customer experience and helped the Branch meet sales objectives
- Actively acquired, retained and deepened customer relationships
- Participated in management transition program

PACIFIC CAPITAL RESOURCE GROUP – Bellevue, WA

Financial Advisor, May 2010 to April 2011

- Passed the Series 7 exam administered by the Financial Industry Regulatory Authority (FINRA) to have the qualifications necessary complete trades with all types of corporate securities
- Analyzed financial data to develop financial plans, long term and short term
- Used advanced financial modeling tools to recommend the best financial strategy for specific goals/issues

Education

WESTERN WASHINGTON UNIVERSITY – Bellingham, WA

- Master of Business Administration (MBA) | Graduation: December 2017
 - Related coursework: Professional Management, Financial Accounting and Reporting, Managing Organizations and People, Corporate Information Systems (SQL, Microsoft Access, Excel), Marketing Management, Corporate Finance
 - On-site program with AACSB Accreditation

WASHINGTON STATE UNIVERSITY - Pullman, WA

- Bachelor of Business Administration (B.B.A.) Finance | Minor: Economics | Graduation: May 2010
 - Related coursework: Statistics, Econometrics, Accounting, Business Management, Project Management Principles, International Finance, Marketing, Insurance and Investments
 - Cougar Investment Fund: Worked with a team of students to actively trade and manage a portion of the Washington State University endowment fund (Winter 2009, Spring 2010)
 - Finance, Insurance, and Real Estate Club: President of the club in spring of 2010. Responsible for growing the club from 40 members to over 80. Financial Portfolio challenge winner for the club (Spring 2009)

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

Proposed Council Action:

Confirm Michael DiGuilio's appointment to the Public Safety Advisory Commission for a four-year term ending January 31, 2022.

Agenda No: 7E
Dept. Origin: Clerk's Office
For Agenda of: April 2, 2018
Exhibits: Application

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

For Council review and confirmation, Mayor Keel submits his appointment for the Public Safety Advisory Commission as recommended by the City Council Subcommittee. All Advisory Commission appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Michael DiGuilio's appointment to the Public Safety Advisory Commission for a four-year term ending January 31, 2022.

APPLICATION FOR APPOINTMENT TO CITIZEN COMMISSIONS



3715 Bridgeport Way W
University Place, WA 98466
PH: (253) 566-5656 FAX: (253) 460-2541

Note: Information on this form, other than the personal information reflected by an asterisk, becomes public information when submitted. Please type or print clearly.

I am interested in serving on the following commission:

- Public Safety Advisory Commission
- Park Advisory Commission
- Planning Commission
- Economic Development Advisory Commission

Name Michael J. DiGuilio *Home Phone [REDACTED]
*Street Address [REDACTED] Work Phone _____
*City, State, Zip [REDACTED] UP Resident? Yes No
*Email Address (Work email addresses become public information) [REDACTED]

Are you over the age of 18? Yes No If No, date of birth: _____

Occupation: Community Corrections Officer
Education: B.A. Law and Justice (Central Washington University)

Professional and/or Community Activities:
Federal Law Enforcement Officer's Association, A Children's Fund, and the YMCA.퀸

Do you or your spouse have a financial interest in, or are you an employee or officer of any business which does or seeks to do business with the City of University Place?
 Yes No If yes, please explain: _____

Are there any special accommodations that you require?
 Yes No If Yes, please describe: _____

Have you ever been convicted of a felony or have you been convicted of a misdemeanor other than minor traffic offenses within the past three (3) years?
 Yes No If yes, please explain: _____

SUPPLEMENTAL APPLICATION FOR APPOINTMENT PUBLIC SAFETY ADVISORY COMMISSION



3715 Bridgeport Way W
University Place, WA 98466
PH: (253) 566-5656 FAX: (253) 460-2541

Note: All information on this form becomes public information when submitted. Please type of print clearly.

Describe why you are interested in serving on the Public Safety Advisory Commission:

I have always had a strong desire to be involved in city government, especially in the public safety sector. My wife, son, and daughter, moved to the City of University Place in 2012 because of the exceptional schools system and family atmosphere it provides. My passion for both public safety and my city has prompted me to apply to the Public Safety Advisory Commission.

What do you feel is the most important task of the Public Safety Advisory Commission?

The most important task of the Public Safety Advisory Commission is to provide citizen input to the City Council in matters of law enforcement, fire, and general public safety matters. The commission has the pleasure to evaluate and present appropriate and cost effective solutions to public safety matters around the city.

Describe results you have seen of the Public Safety Advisory Commission's work in University Place.

Unfortunately, I haven't seen any results from the commission for over a year. Our city continues to grow, in population and economically. We should prepare for the influx of new issues that arise from growth.

What, in your opinion, is the most significant issue that needs to be addressed by the Public Safety Advisory Commission at this time?

We are seeing a large increase in multifamily residential zones and business attracted to the boom in population. We should explore evidence based practices in deterring criminal activity, fire safety, transportation safety and accessibility for our citizens. We should promote community involvement so we can grow as a city, but maintain our small town feel.

Please provide names and phone numbers of three references:

Name: John H. Moore Phone: 206-276-9267
Name: M. Grant Gilmour Phone: 907-388-9368
Name: Eric Miller Phone: 425-327-1461

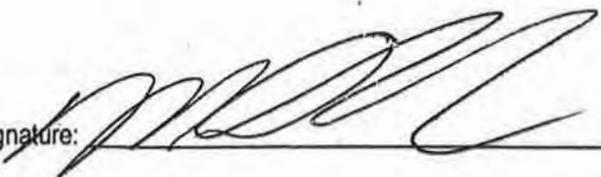
In case of an emergency, please contact:

*Name: [REDACTED] *Phone: [REDACTED] *Relationship: [REDACTED]
*Name: _____ *Phone: _____ *Relationship: _____

To the best of my knowledge, the information provided herein is true and complete. I understand that falsification of this application will be grounds for dismissal as a committee/commission member. Further, I give permission for an authorized representative of the City of University Place to conduct a state patrol criminal background check and to inquire of former employers and other individuals about my ability to perform all aspects of the volunteer position for which I am being considered, and I release the City of University Place and those individuals and/or institutions that provide information from any liability that may arise from the provision of this information.

I authorize any necessary emergency medical treatment that might be required for me in event of physical injury and/or accident to me while participating in this program. Furthermore I authorize the City of University Place and its agents the right to take and use photographs of me for civic purposes including use in City publications and on the City website. I understand that the City cannot always control use of these photographs by third parties.

As a volunteer for the City of University Place, I agree to follow all of the rules outlined in the City's volunteer policy. I will use all provided equipment appropriately and follow all safety practices. I am aware that the work associated with being a City volunteer involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the opportunity to participate in the City's volunteer program, I hereby, on behalf of my heirs and myself, assume all risks in connection with my participation in this program. I further hold harmless the City of University Place, its officials, employees, and agents, for any injuries, losses or damages which may occur to me while I am participating in this program, and I waive any right to bring claim or lawsuit against them for any such injury, loss, damage, or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all lawsuits for injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the volunteer program except for injuries or damages caused by the sole negligence of the City.

Signature:  Date: 12/14/17

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

Proposed Council Action:

Confirm Deputy Chief of Operations Tinsley's appointment as West Pierce Fire & Rescue's Representative on the Public Safety Advisory Commission effective May 1, 2018.

Agenda No: 7F
Dept. Origin: Clerk's Office
For Agenda of: April 2, 2018
Exhibits: Application

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

For Council review and confirmation, Mayor Keel submits his appointment for the Public Safety Advisory Commission as recommended by the City Council Subcommittee. All Advisory Commission appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Deputy Chief of Operations Tinsley's appointment as West Pierce Fire & Rescue's Representative on the Public Safety Advisory Commission effective May 1, 2018.

Emelita Genetia

From: Jennifer Hales1
Sent: Thursday, March 22, 2018 10:47 AM
To: Emelita Genetia
Subject: FW: Point of Contact

Thanks Emy!

Jennifer Hales
Public Safety Administrator
University Place Police
253-798-3141

From: Mitch Sagers [mailto:Mitch.Sagers@westpierce.org]
Sent: Monday, March 19, 2018 02:37 PM
To: Leslie Wheeler <lwheele@co.pierce.wa.us>; Jennifer Hales <jhales@co.pierce.wa.us>
Cc: Paul Tinsley <Paul.Tinsley@westpierce.org>
Subject: Point of Contact

Leslie and Jen,

I am retiring from West Pierce effective 4/30/2018. Assistant Chief Paul Tinsley has been named as my successor as Deputy Chief of Operations effective May 1, 2018. Paul will be your WPFR point of contact for all questions/issues surrounding fire operations. Please forward all communications to him.
Paul Tinsley: paul.tinsley@westpierce.org office: 253.983.4542

Wondering about the process to get Paul signed on as the Fire Rep for Public Safety Commission??

Thanks!

MITCH SAGERS
DEPUTY CHIEF~WEST PIERCE FIRE & RESCUE
(253) 377.3973 (C) (253) 983.4592 (W) MITCH.SAGERS@WESTPIERCE.ORG



***Respond Efficiently • Execute Flawlessly •
BE NICE!***

COUNCIL CONSIDERATION

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

Proposed Council Action:

Adopt a resolution approving a Phase 3 Purchase and Development Agreement between the City of U.P. and Verus Partners, LLC for U.P. Town Center Lot 3 substantially in the form attached hereto.

Agenda No: 8
Dept. Origin: City Attorney
For Agenda of: April 2, 2018
Exhibits: Resolution
Phase 3 Purchase & Sale
Development Agreement

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

Town Center Lots 1, 2, 3, and 11 currently remain under contract to Verus Partners, LLC. As contemplated in the Development Agreement, Verus has completed and opened the University Place Whole Foods Market on Lot 7, as the northern anchor of Town Center. The Development Agreement allows Verus to continue to develop on any of the remaining contracted Lots in any sequence they choose.

Verus' right to close on subsequent Lots occurred when Verus had both closed on Lot 7, and executed a lease with a major regional anchor use of approximately 38,000 square feet. (Whole Foods Market is 40,000 square feet.)

The Phase 3 Project will be developed on Lot 3 of the Town Center Property which is the lot west of the Latitude 47 Building, and south of Whole Foods, bounded by Bridgeport Way on the west and Market Place on the east. The Project is anticipated to be two commercial buildings totaling approximately 15,000 - 25,000 square feet, for multiple commercial tenants and with attention paid to consistency and harmony with the buildings completed or under construction on Lots 4, 7, 8, 9, and 10.

For the Phase 3 project the legislative policy consideration is whether Verus has met the requirements of the original Development Agreement to be allowed to proceed to Phase 3. The administration has thoroughly reviewed the matter and determined that Verus, as a matter of fact and law, has met the requirements of the Development Agreement, and consequently are recommending the Phase 3 Project for approval. The construction and operation of such a commercial building by Verus is consistent with, and in furtherance and fulfillment of, the Town Center Plan.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution approving a Phase 3 Purchase and Development Agreement between the City of U.P. and Verus Partners, LLC for U.P. Town Center Lot 3 substantially in the form attached hereto.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
APPROVING A PHASE 3 PURCHASE AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF UNIVERSITY PLACE AND VERUS PARTNERS, LLC
FOR DEVELOPMENT OF LOT 3 OF UNIVERSITY PLACE TOWN CENTER**

WHEREAS, pursuant to Resolution 739 of the University Place City Council, and the Development Agreement approved therein, Town Center Lots 1, 2, 3, and 11 are under contract to Verus Partners, LLC, and as contemplated in the Development Agreement, Verus has completed and opened the University Place Whole Foods Market on Lot 7 as the northern anchor of Town Center, and is nearing completion of its construction on Lot 4. The Development Agreement allows Verus to continue to develop on any of the remaining contracted Lots in any sequence it chooses; and

WHEREAS, Verus' right to close on subsequent Lots occurred when Verus had both closed on Lot 7, and executed a lease with a major regional anchor use of approximately 38,000 square feet. (Whole Foods Market is 40,000 square feet.); and

WHEREAS, the Phase 3 Project will be developed on Lot 3 of the Town Center Property which is the lot west of the Latitude 47 Building, and south of Whole Foods, bounded by Bridgeport Way on the west and Market Place on the east, and is anticipated to be two commercial buildings totaling approximately 15,000 - 25,000 square feet, for multiple commercial tenants and with attention paid to consistency and harmony with the buildings already completed or under construction on Lots 4, 7, 8, 9, and 10; and

WHEREAS, for the Phase 3 Project the legislative policy consideration is whether Verus has met the requirement of the original Development Agreement to be allowed to proceed to Phase 3, and the City's administration has thoroughly reviewed the matter and determined that Verus, as a matter of fact and law, has met the requirements of the Development Agreement, and consequently are recommending the Phase 3 Project for approval; and

WHEREAS, the construction and operation of such commercial buildings by Verus is consistent with, and in furtherance and fulfillment of, the Town Center Plan, the original Development Agreement and Resolution 739 of the University Place City Council;

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

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

Section 2. Approval of Form of Documents. The City Council hereby approves execution of the Phase 3 Agreement in substantially the form of the documents accompanying this Resolution.

Section 3. Completion of Transaction. 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, and the terms of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL _____, 2018.

Kent Keel, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

**PHASE 3 PURCHASE & DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF UNIVERSITY PLACE AND VERUS PARTNERS, LLC**

THIS PHASE 3 PURCHASE & DEVELOPMENT AGREEMENT ("Phase 3 Agreement") is dated this _____ day of _____, 2018 (the "Effective Date"), between the City of University Place (the "City"), a Washington municipal corporation, acting in its proprietary capacity, and Verus Partners, LLC (the "Developer"), a Washington limited liability company and its assigns (hereinafter collectively referred to as "Parties") and is made pursuant to the following recitals and the terms and conditions herein.

RECITALS

A. In furtherance of the City's Town Center Plan, the City, over the course of several years, acquired for private redevelopment certain lots located within the Town Center Planned Action Area which are depicted on the Town Center Binding Site Plan and referred to as Lots 1, 2, 3, 4, 7, 8, 9, 10, 11 and 12, and Tracts A & B, and the public right of way in and about the foregoing (the "Town Center Property"). The City currently owns in its proprietary capacity the undeveloped Lots 1, 2, 3, 11, and Tracts A & B of the Town Center Property.

B. The City and Developer entered into a Purchase and Development Agreement dated November 15, 2013, (the "Development Agreement") under which the Developer acquired Lot 7 of the University Place Town Center Binding Site Plan (the "BSP") for development of a facility for an anchor retail tenant, as well as the right to acquire in phases, Lots 1, 2, 3, 4, and 11 of the BSP ("Phased Properties"), on terms established in the Development Agreement, which remains in full force and effect. The Developer has fully performed its first phase obligations and is now exercising its right to acquire and develop Lot 3 of the BSP as the Phase 3 of its development, pursuant to the terms of the Development Agreement.

C. Upon Developer's successful closing on Lot 3, Developer will have further extended Developer's Phasing Rights and the Phasing Rights Period as to the remaining Phased Properties for an additional six (6) months. To exercise the Phasing Rights as to a remaining Phased Property, Developer shall give notice to the City within six (6) months of receipt of the Certificate of Completion on Lot 3 of Developer's intent to acquire a Phased Property, as further described in Section 2.3 below.

E. The Developer desires to acquire Lot 3 of the Town Center Property (the "Lot 3 Property") identified as Lot 3 on the BSP for purposes of constructing structures of between 15,000 and 25,000 square feet core/shell buildings for commercial tenants and related exterior structures and site improvements (i.e., parking and landscaping) thereon (the "Phase 3 Project"). The construction and operation of such commercial facilities by

the Developer would be consistent with, and in furtherance and fulfillment of, the Town Center Plan.

F. As described in this Phase 3 Agreement, consideration from the Developer to the City for acquisition of the Lot 3 Property includes cash and the obligation to construct certain improvements on the Lot 3 Property.

G. The cash price to be paid by the Developer for all future Lot acquisition was established in the Development Agreement, and establishment of that future acquisition Lot price was a material portion of the consideration for the Developer bringing Whole Foods Market as an anchor use to Town Center. Both Parties understand and agree that the opening of Whole Foods Market increased the value and viability of the Town Center, and the establishment of Developer's future acquisition Lot price was full consideration to the Developer for that increased value and viability.

H. By Resolution No. _____, adopted _____ 2018, the University Place City Council found and determined that the consideration to be provided by the Developer established in the Development Agreement was sufficient consideration for acquisition of the Lot 3 Property and approved the execution of this Phase 3 Agreement.

I. The Parties intend by this Agreement to set forth their mutual agreement and undertakings with regard to the Phase 3 Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertaking and promises contained herein, and the benefits to be realized by each party and in future consideration of the benefit to the general public by the creation and operation of the Phase 3 Project upon the Lot 3 Property, and as a direct benefit to the City and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals.

1.1 Incorporation of Recitals; Definitions. Each of the recitals set forth above is incorporated into this Phase 3 Agreement as though fully set forth herein. Capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit A attached hereto.

2. Acquisition of Lot 3.

2.1 Acquisition of Lot 3. In consideration of the mutual covenants set forth in this Phase 3 Agreement, the City agrees to convey to Developer, and Developer agrees to accept from the City on the terms and conditions set forth in this Phase 3 Agreement,

the Lot 3 Property, subject to the terms and conditions set forth in this Phase 3 Agreement.

2.2 Consideration from Developer for Acquisition of the Lot 3 Property. The Developer will pay the City the sum of five hundred ninety-seven thousand, three hundred dollars (\$597,300.00) for the Lot 3 Property (subject to a proportionate revision for any change in size of the Lot 3 area based upon \$15 per square foot), which sum was previously established in the Development Agreement dated November 15, 2013, at the Closing of the purchase of the Lot 3 Property, and shall be bound by this Phase 3 Agreement to construct the Phase 3 Project. Developer shall get a credit at Closing in accordance with Section 2.3.1 of the Development Agreement.

2.3 Phased Properties Period and Pricing. The Phasing Rights shall extend for six (6) months commencing upon: (i) Developer's receipt of the Certificate of Completion for the Lot 3 Property; or (ii) an unsuccessful closing which occurs as a result of the exercise of Developer's rights under the applicable purchase and sale agreement (the "Phasing Rights Period"). Developer's subsequent successful closing on any of the Phased Properties will further extend the Phasing Rights and the Phasing Rights Period as to the remaining Phased Properties in accordance with this paragraph. The Developer will pay the City the sum of \$15.00 per square foot for the purchase of Lots 1, 2, and 11.

2.4 Exercise of Rights(s). At any time during the Phasing Rights Period, so long as the Developer is not in default, the Developer may give notice to the City of its intent to exercise any or all of the rights on the Phased Properties. Upon delivery of such notice, the City and Developer will negotiate in good faith to reach agreement on purchase and development agreement(s) which shall be substantially in the form of this Agreement for the Phased Property or Phased Properties for which Developer has provided notice of its intent to acquire. Closing on a Phased Property shall be pursuant to the process and timeline set forth in the purchase and development agreement(s). If the Parties successfully negotiate additional purchase and development agreements for any Phased Property, such agreements remain subject to approval by resolution of the University Place City Council.

3. Developer's Review and Permitting Period.

3.1 Review Period. Developer shall have one hundred twenty (120) calendar days from the Effective Date to review the feasibility of the Lot 3 Property for development of the Phase 3 Project, including, without limitation, survey, property condition, environmental reports and zoning (the "Review Period"). If Developer, in its sole and absolute discretion, is dissatisfied with any of the items above at any time during the Review Period including any allowed extension(s), Developer shall be permitted to terminate this Phase 3 Agreement, in which event neither Party shall have any further obligation or liability to the other. Any and all funds or deposits shall be immediately returned to Developer. All activities performed by Developer during the Review Period shall be at Developer's sole expense.

3.2 Title and Survey Review. Title Company shall provide the City Representative and Developer with a preliminary title commitment for the Lot 3 Property together with complete, legible copies of any exceptions identified in Schedule B thereof (the "Title Commitment") within twenty (20) days following the Effective Date of this Phase 3 Agreement. The City shall provide Developer with an ALTA Survey of Lot 3 certified to Developer within twenty (20) days following the Effective Date of this Phase 3 Agreement. Developer shall conduct its review of the Title Commitment and ALTA Survey in accordance with the following procedures:

3.2.1 Developer's Notice. Developer shall have sixty (60) business days after receipt of the Title Commitment and the ALTA Survey to notify the City Representative of its approval or disapproval of each exception in Schedule B of the Title Commitment or any exception or item on the ALTA Survey. Failure to deliver such notice by that date shall constitute Developer's approval of all exceptions in Schedule B or the ALTA Survey.

3.2.2 City's Notice. The City Representative shall have ten (10) business days after receipt of Developer's notification in which to notify Developer whether or not it elects to cure or remove any of the disapproved exceptions of which the City Representative receives timely notice. The City Representative's failure to so notify Developer shall constitute the City Representative's election to not remove all such exceptions. The City Representative shall remove all exceptions and cure all ALTA Survey objections it elects to remove or cure on or before the Closing Date.

3.2.3 Developer's Election. If the City Representative does not elect to remove or cure all exceptions or items disapproved by Developer, Developer may elect to terminate this Phase 3 Agreement by written notice to the City Representative given within five (5) business days following the City Representative's notice, in which event this Phase 3 Agreement shall automatically terminate, and neither Party hereto shall have any further rights or obligations under this Phase 3 Agreement. If Developer does not elect to terminate this Phase 3 Agreement within the time frame set forth herein, disapproved exceptions that the City Representative has not elected to remove shall become Permitted Exceptions for the Lot 3 Property.

3.3 Permitting Periods. Developer has submitted its designs under the City's Administrative Design Review process (the "ADR") for the northern portion of Phase 3 Project to the City, a portion of which are attached hereto as Exhibit C and incorporated herein. The City's execution of this Phase 3 Agreement shall be the City's express approval of the Developer's designs for the building elevations, materials, and site plan as shown in Exhibit C pursuant to the ADR, acknowledging that applications for landscaping and amenity plans will be submitted at a later time. As to those remaining portions of the Phase 3 Project which are not depicted on Exhibit C, Developer shall have

365 days (or such longer time as the parties may mutually agree) from the Closing Date to design the remainder of the Phase 3 Project and file a complete permit application for the remainder of the Phase 3 Project (the "Permitting Periods"). If, before closing, Developer in its sole and absolute discretion, is dissatisfied with any conditions, restrictions, limitations, mitigation measures or other matters affecting the feasibility of the Phase 3 Project in Developer's sole judgment, Developer shall be permitted to terminate the Phase 3 Agreement, in which event neither Party shall have any further obligation or liability to the other. Any and all funds or deposits shall be immediately returned to Developer. Except for an ALTA and Topographic survey for Lot 3 ("Lot 3 Survey") and Phase I environmental review costs to be borne by the City as set forth in Section 4.9, all activities performed by Developer during the Permitting Periods shall be at Developer's sole expense.

3.4 Developer's Access. Developer and its authorized contractors, consultants and agents shall have access to the Lot 3 Property at all reasonable times during the Design and Permitting Period. Upon request by the City, Developer shall provide the City with a list of the contractors, consultants and agents, including contact information for each party that Developer has engaged to perform any inspections. Before any soils sampling or other invasive testing, Developer shall submit a plan for such sampling for the City's approval, which will not be unreasonably withheld, conditioned or delayed. Developer shall restore the Lot 3 Property, including filling test holes, to eliminate any damage to the Lot 3 Property caused by Developer, its contractors, consultants or agents in the conduct of the inspections; provided, however, Developer shall have no obligation to remediate any prior-existing defects or other conditions in or on the Lot 3 Property, including, without limitation, remediation of any existing Hazardous Substances. If Developer discovers any defects or conditions in or on the Lot 3 Property that create a dangerous condition, including the discovery of any Hazardous Substances, Developer shall promptly notify the City of such defect or condition. Developer agrees to indemnify the City and to hold the City, the City's agents and employees harmless from and against any and all losses, costs, damages, claims or liabilities including, but not limited to, construction, mechanic's and materialmen's liens and attorneys' fees, to the extent caused by Developer's entry upon the Lot 3 Property, including the conduct of Developer or its contractors, consultants or agents; provided, however, such indemnity obligations shall not apply to any and all losses, costs, damages, claims or liabilities to the extent caused by (i) any existing environmental contamination in or on the Lot 3 Property that may be discovered or adversely impacted by Developer's conduct of its Inspections and such losses, costs, damages, claims or liabilities shall be the sole responsibility of the City, or (ii) the negligence or willful misconduct of the City.

4. Closing of Acquisition of Lot 3.

4.1 Timing. Closing of the Lot 3 Property shall occur within thirty (30) days following the satisfaction of all conditions precedent as stated in Sections 4.6 and 4.7 below.

4.2 Title to Lot 3 Property. Upon Closing, the City Representative shall execute and deliver to Developer a statutory warranty deed (“Deed”) conveying fee title to the Lot 3 Property free and clear of all defects and encumbrances and subject only to those exceptions that Developer approves pursuant to Section 3.2 above. The conveyance of any interest in the Lot 3 Property and appurtenant rights shall be subject to the provisions of this Phase 3 Agreement.

4.3 Title Insurance. On the Closing Date, the City Representative shall cause Title Company to issue to Developer a standard coverage Owner’s Policy of Title Insurance (“Title Policy”) insuring good and marketable fee simple title in Developer against any loss or damage by reason of defects in the City’s title, other than the Permitted Exceptions. Developer may, at its sole cost and expense, request extended coverage or endorsements to the Title Policy, but the availability of extended coverage or such endorsements shall not be a condition precedent to Closing; provided, however, that the City Representative shall sign any owner’s affidavit or similar document required by Title Company to enable Developer to obtain extended coverage.

4.4 “AS-IS” Conveyance. Upon electing to proceed with Closing of the acquisition of the Lot 3 Property, Developer represents that it has had an opportunity to and has conducted a thorough investigation of the Lot 3 Property and is in all respects knowledgeable and familiar with the present condition and state of repair of the Lot 3 Property. Developer acknowledges that it is concluding the acquisition of the Lot 3 Property based solely upon Developer’s inspection and investigation of the Lot 3 Property and that, except as otherwise provided herein, the Lot 3 Property is being conveyed to Developer in an “AS-IS” condition and state of repair, and with all faults, of any kind or nature and without any representations or warranties, express, implied or statutory, except that the City owns the Lot 3 Property. IN PARTICULAR, BUT WITHOUT LIMITATION, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PHYSICAL CONDITION OR VALUE OF THE LOT 3 PROPERTY, SOILS CONDITIONS, OR OTHER PHYSICAL CHARACTERISTICS OF ALL OR ANY PORTION OF THE LOT 3 PROPERTY OR THE SUITABILITY OF ALL OR ANY PORTION OF THE LOT 3 PROPERTY FOR DEVELOPER’S INTENDED DEVELOPMENT. THE CITY MAKES NO REPRESENTATION WHATSOEVER REGARDING THE FINANCIAL FEASIBILITY OF ALL OR ANY PORTION OF THE PHASE 3 PROJECT. Upon recording of the Deed, Developer shall be deemed to have accepted the Lot 3 Property in its “AS-IS, WHERE-IS” condition and state of repair and does hereby waive and release and agrees to defend, indemnify and hold the City, its officials, officers, employees and agents harmless from any and all damages, losses, liabilities, costs and expense whatsoever (including, without limitation, reasonable

attorneys' fees and costs) and claims thereof, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or in connection with the physical or environmental condition of the Lot 3 Property or any requirements of law applicable thereto.

4.5 Receipt of City Disclosure Statement. Prior to execution of this Phase 3 Agreement, the City Representative has provided Developer with a City Disclosure Statement in the form set forth in RCW 64.06.013. As provided by Washington law, the City Disclosure Statement is for disclosure only and shall not be considered a part of this Phase 3 Agreement, and does not constitute any representation or warranty by the City.

4.6 Conditions Precedent to City's Obligation to Convey the Lot 3 Property. The City's obligation to close the acquisition of the Lot 3 Property is subject to satisfaction of each of the following conditions which must be met to the reasonable satisfaction of the City Representative, and any or all of which may be waived by the City Representative in writing at its option:

4.6.1 Compliance by Developer. Developer shall have performed, observed and complied with all of the material covenants, agreements, obligations and conditions required by this Phase 3 Agreement to be performed, observed and complied with by it prior to or as of the Closing Date.

4.6.2 Correctness of Representations and Warranties. The representations and warranties of Developer set forth in this Phase 3 Agreement shall be true and correct on and as of the Closing Date.

4.6.3 No Bankruptcy. Neither Developer nor any of its managing members/partners/directors: (a) has applied for or consented to the appointment of a receiver, custodian or trustee for it or any of its property, (b) has become insolvent, (c) has failed generally or admitted in writing its inability to pay its debts as they become due, (d) has consolidated, liquidated or dissolved, (e) has filed a petition or action for relief relating to any federal or state bankruptcy, reorganization, insolvency, moratorium or similar statute or any other law or laws for the relief of or relating to debtors, or (f) has made an assignment for the benefit of its creditors or entered into an agreement of composition with its creditors, nor (g) has a petition been filed by or against Developer under any federal or state bankruptcy, reorganization, insolvency, moratorium or similar statute, or any other law or laws for the relief of or relating to debtors. The foregoing conditions are solely for the benefit of the City. If any of the foregoing conditions are not met to the reasonable satisfaction of the City Representative prior to the Closing Date, or been waived in writing by the City Representative on or before the Closing Date, the City Representative shall have the right, in his sole discretion, to terminate this Phase 3 Agreement at any time thereafter, upon written notice to Developer, whereupon this Phase 3 Agreement shall terminate, and except as otherwise

expressly provided herein, neither Party hereto shall have any further rights, duties, liabilities or obligations to the other.

4.7 Conditions Precedent to Developer's Obligation to Acquire the Lot 3 Property. Developer's obligation to close the acquisition of the Lot 3 Property is subject to satisfaction of each of the following conditions which must be met to the reasonable satisfaction of Developer, and any or all of which may be waived by Developer in writing at its option:

4.7.1 Compliance by City. The City shall have performed, observed and complied with all of the covenants, agreements, obligations and conditions required by this Phase 3 Agreement to be performed, observed and complied with by it prior to the Closing Date.

4.7.2 Correctness of Representations and Warranties. The representations and warranties of the City set forth in this Phase 3 Agreement shall be true and correct on and as of the Closing Date.

4.7.2.1 City's Representations.

4.7.2.1.1 The City is a municipal corporation duly organized and validly existing under the laws of the State of Washington and has full legal right, power and authority to own its property and carry on its business as now being conducted. All corporate action on the part of the City necessary for the authorization, execution, delivery and performance of this Phase 3 Agreement has been duly taken. The City has full power and authority to enter into, execute and deliver this Phase 3 Agreement and to perform its obligations under this Phase 3 Agreement.

4.7.2.1.2 This Phase 3 Agreement, when executed and delivered by the City, and assuming it has been duly authorized, executed and delivered by Developer, will be the legal, valid and binding agreement of the City, enforceable in accordance with its terms.

4.7.2.1.3 No consent, approval, permission, authorization, order or license of any person or any Governmental Body (except as described in the Phase 3 Agreement, and building and other permits necessary for construction) is necessary in connection with the execution, delivery and performance of this Phase 3 Agreement by the City or any transaction contemplated hereby, except as may have already been obtained by the City prior to the date of this Phase 3 Agreement. There is no provision in the City's organizational documents which would be contravened by the execution and delivery of this Phase 3 Agreement or by the performance of any provision, condition, covenant or other term required to be performed by the City under this Phase 3 Agreement.

4.7.2.1.4 There is no pending or threatened litigation, tax claim, action, dispute or other proceeding (including condemnation proceeding) of any nature whatsoever contemplated by or affecting the City or any officer, trustee or managerial member of the City which could have a material adverse effect on the legal existence or powers of the City or its financial conditions or operations or have a material adverse effect on the ability of the City to perform its obligations under this Phase 3 Agreement and the City is not in default with respect to any Requirements of Law that might result in any such effect.

4.7.2.1.5 To the best of the City's knowledge the Lot 3 Property is free of any contamination by hazardous and/or toxic materials ("Hazardous Substances") and that at the time of transfer of title there will be no conditions or circumstances related to the Lot 3 Property that could directly or indirectly impose or give rise to any costs or liability, contingent or otherwise, to Developer under any applicable Environmental Standards.

4.7.2.2 Developer's Representations.

4.7.2.2.1 Developer is a limited liability company duly organized and validly existing under the laws of the State of Washington, and has the power to own its property and carry on its business as now being conducted. All actions on the part of Developer and all other actions on the part of its members necessary for the authorization, execution, delivery and performance of this Phase 3 Agreement have been duly taken. Developer has full power and authority to enter into, execute and deliver this Phase 3 Agreement and to perform its obligations under this Phase 3 Agreement.

4.7.2.2.2 This Phase 3 Agreement, when executed and delivered by Developer, and assuming it has been duly authorized, executed and delivered by the City, will be the legal, valid and binding agreement of Developer, enforceable in accordance with its terms.

4.7.2.2.3 No consent, approval, permission, authorization, order or license of any person or of any governmental body (except as described in the Phase 3 Agreement, and building and other permits necessary for construction) is necessary in connection with the execution, delivery and performance of this Phase 3 Agreement by Developer or any transaction contemplated hereby, except as may have already been obtained by Developer prior to the date of this Phase 3 Agreement. There is no provision in Developer's organizational documents which would be contravened by the execution and delivery of this Phase 3 Agreement or by the performance of any provision, condition, covenant or other term required to be performed by Developer under this Phase 3 Agreement.

4.7.2.2.4 There is no pending or threatened litigation, tax claim, action, dispute or other proceeding of any nature whatsoever affecting Developer or any managing member or officer of Developer which could have a material adverse effect on the legal existence or powers of Developer or its financial conditions or operations or have a material adverse effect on the ability of Developer to perform its obligations under this Phase 3 Agreement and Developer is not in default with respect to any Requirements of Law that might result in any such effect.

4.7.2.3 Duration of Representations. Each of the foregoing representations and warranties shall expire and be of no further force or effect, unless either Party shall have made a claim based upon an alleged breach of such representations and warranties within seven (7) years following Final Completion of the Phase 3 Project.

4.7.3 Condition of Lot 3 Property. The City shall deliver sole and exclusive possession of the Lot 3 Property to Developer at Closing (free of any visible debris) and not subject to any encumbrance not approved by Developer.

4.7.4 Title Policy. Title Company shall be prepared to issue to Developer the Title Policy (or later date commitment) for the Lot 3 Property.

4.7.5 Entitlements. The City shall have approved a binding site plan for the Town Center Property and all zoning and entitlements necessary for Developer to construct the Phase 3 Project and operate a retail project on the Lot 3 Property.

4.7.6 Permits. The City, any governing authority and all utility providers shall have issued all permits necessary for Developer to construct those portions of the Phase 3 Project depicted on Exhibit C including but not limited to: site construction permits, building construction permits, signage permits, off-site construction permits, utility extension permits, etc.

4.7.7 Easements/Approvals. The City and any other governing authority or party shall have authorized any and all approvals and granted any easements necessary for the construction and operation of the Phase 3 Project.

4.8 Closing Date. As used in this Phase 3 Agreement, "Closing" and "Closing Date" mean the date on which the Deed and all other documents required to be recorded by this Phase 3 Agreement are recorded. Developer and the City Representative shall place into escrow with Title Company all instruments and documents necessary to complete the acquisition of the Lot 3 Property in accordance with this Phase 3 Agreement. In the event either the City or Developer has been unable, despite its reasonable, good faith efforts to satisfy all of the conditions for Closing set forth in this Phase 3 Agreement by the Closing Date, then unless the City Representative and Developer agree to a further extension of the Closing Date, this Phase 3 Agreement shall automatically terminate, and

except as otherwise expressly provided herein, neither Party hereto shall have any further rights, duties, liabilities or obligations to the other. If the City is the party that is unable to perform all of its obligations hereunder at the Closing, the City agrees also to reimburse Developer for all of its cost and expenses in preparing to close this transaction. If Developer is the party that is unable to perform all of its obligations hereunder at the Closing, the City shall not have the right to sue Developer for specific performance.

4.8.1 Escrow. On or before the Closing Date, the following documents shall be delivered to Title Company, as Escrowee, each of which shall be in form and substance reasonably acceptable to the attorney for the other party:

4.8.1.1 By City. The City Representative shall deliver the following original documents, duly executed and acknowledged by the City:

- 4.8.1.1.1 The Deed.
- 4.8.1.1.2 Real Estate Excise Tax Affidavit.
- 4.8.1.1.3 FIRPTA Affidavit.
- 4.8.1.1.4 Any easements pertaining to the Lot 3 Property.
- 4.8.1.1.5 Owner's affidavit.
- 4.8.1.1.6 Any and all such other documents as may be necessary, and as are consistent with the provisions of this Phase 3 Agreement.

4.8.1.2 By Developer. Developer shall deliver the following original documents, duly executed and acknowledged by Developer:

- 4.8.1.2.1 Real Estate Excise Tax Affidavit.
- 4.8.1.2.2 Any and all other documents and agreements as may be required by the City or Title Company and as are consistent with the terms of this Phase 3 Agreement.

4.9 City's Closing Costs. In connection with the Closing, the City shall pay the cost of the Title Policy with standard owner's coverage, the Lot 3 Surveys and Phase I environmental review costs, one-half of the Closing escrow fees, the cost of recording documents to clear the City's title, transfer or excise taxes if applicable, and the City's attorneys' fees.

4.10 Developer's Closing Costs. In connection with the Closing, Developer shall pay the cost of the Title Policy to the extent in excess of the premium for standard owner's coverage (if Developer elects to obtain extended coverage), together with all endorsements to the Title Policy requested by Developer, one-half of the Closing escrow fees, all recording fees for the Deed, and Developer's attorneys' fees.

4.11 Prorations. All utilities and special assessments shall be prorated as of the Closing Date. Because the City is exempt from property taxes, no proration of ad valorem

property taxes is required; however, Developer shall be responsible for payment of all property taxes and all special assessments and local improvement district assessments which affect the Lot 3 Property, from and after the Closing Date. The City represents that no special assessments or local improvement district assessments currently exist or are contemplated in connection with the Phase 3 Project.

4.12 Possession. Developer shall be entitled to sole and exclusive possession of the Lot 3 Property on the applicable Closing Date, free and clear of all liens, encumbrances and exceptions other than the Permitted Exceptions, and any liens, encumbrances or other exceptions arising through the actions of Developer or its agents, employees or consultants.

4.13 Memorandum of Phase 3 Agreement. The parties agree to record a Memorandum of this Phase 3 Agreement which will include only the Developer's construction obligations for the Phase 3 Project, a description of Developer's right to acquire Lot 3, and a description of Developer's Phasing Rights with respect to the Phased Properties.

5. Development.

5.1 Development Conditions. The following development conditions shall apply to the Phase 3 Project:

5.2 Construction. Developer shall commence construction of those portions the Phase 3 Project on Lot 3 identified on Exhibit C within twelve (12) months of Closing, and construction of those portions of the Phase 3 Project on Lot 3 not identified on Exhibit C within 24 months of Closing, subject to extension as provided herein, or by mutual agreement, or due to Unavoidable Delay. This timeline represents the outside date for commencement and shall not preclude the Developer and the City Representative from agreeing to a shorter schedule. Construction on the Phase 3 Project should be complete within 36 months of Closing. Notwithstanding anything in this Agreement to the contrary, Developer shall not be obligated to demolish and replace existing improvements, including curb, gutter sidewalk and landscaping, except where Developer may choose to do so as part of its Phase 3 Project.

5.3 Enforcement. In the event Developer fails to commence construction within the time described above and any extension for Unavoidable Delay, the City will have the right, but not the obligation, to reacquire the Lot 3 Property from Developer prior to the commencement of construction, together with all improvements thereon and appurtenances thereto, for a price equal to any cash paid by Developer at Closing, but not including impact fees or permit costs. Closing of the City's reacquisition shall occur within thirty (30) days following written notice and Developer will transfer title to the Lot 3 Property to the City by statutory warranty deed, free and clear of all liens and encumbrances except Permitted Exceptions. Title Company, as Escrow Agent, shall conduct the Closing, and Closing costs and prorations shall be handled in the same

manner as provided in Section 4 Closing of Acquisition of Lot 3. If the City notifies Developer that it intends to reacquire the Lot 3 Property, but fails to close the reacquisition within sixty (60) days thereafter, the City shall not be in default under this Phase 3 Agreement, but Developer shall have the right to convey the Lot 3 Property to another Developer expressly subject, however, to all of the terms, covenants, conditions and provisions set forth in this Phase 3 Agreement.

5.4 Certificate of Completion. Upon the issuance of a certificate of occupancy for all buildings within the Phase 3 Project, Developer shall file a Notice of Completion with the City. Within three (3) business days after receipt of the Notice of Completion, the City shall inspect the Phase 3 Project and if the City concurs that all Developer construction obligations are complete, the City shall furnish the Developer with a Certificate of Completion in substantially the form attached as Exhibit B. If the City should find that Final Completion has not occurred upon its inspection, then the City shall immediately set forth in writing the deficiency(s) and any required corrective measures to remedy the deficiency(s). In such event the City shall re-inspect the Improvements and follow the procedure set forth above. The Certificate of Completion shall be a conclusive determination that the Parties' agreements with respect to the Developer's construction obligations for the Phase 3 Project have been met. The Certificate shall be in a form that enables it to be recorded in the official records of Pierce County, Washington, and shall have the effect of completing Developer's obligations with respect to the Lot 3 Property and Phase 3 Project and shall terminate the Memorandum of Phase 3 Agreement as recorded.

6. Indemnification.

6.1 Developer's Indemnification of City. Developer shall protect, defend, indemnify, and save harmless the City and its respective officers, officials, employees and agents (collectively, the "City Indemnified Parties"), from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever arising out of or in any way resulting from Developer's officers, employees, agents, contractors and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Phase 3 Agreement. Developer's obligations under this Section shall include, but not be limited to:

6.1.1 The duty to promptly accept tender of defense and provide defense to the City at Developer's own expense.

6.1.2 The duty to indemnify and defend the City from any claim, demand and/or cause of action brought by or on behalf of any of Developer's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of Developer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the City only, with a full and complete indemnity and defense of claims made by Developer's employees or agents. The Parties

acknowledge that these provisions were mutually negotiated and agreed upon by them.

6.1.3 In the event the City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be paid by Developer.

6.1.4 Notwithstanding the provisions contained above, Developer's obligation to indemnify the City shall not extend to any claim, demand or cause of action to the extent caused by the negligence or willful misconduct of the City or breach of this Phase 3 Agreement by the City.

6.2 City's Indemnification of Developer. The City shall protect, defend, indemnify, and save harmless Developer and its respective officers, officials, employees and agents (collectively, "Developer Indemnified Parties"), from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever arising out of or in any way resulting from the City's officers, employees, agents, contractors and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Phase 3 Agreement. The City's obligations under this Section shall include, but not be limited to:

6.2.1 The duty to promptly accept tender of defense and provide defense to Developer at the City's own expense.

6.2.2 The duty to indemnify and defend Developer from any claim, demand and/or cause of action brought by or on behalf of any of the City's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects Developer only, with a full and complete indemnity and defense of claims made by the City's employees or agents. The Parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

6.2.3 In the event Developer incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be paid by the City.

6.2.4 Notwithstanding the provisions contained above, the City's obligation to indemnify Developer shall not extend to any claim, demand or cause of action to the extent caused by the negligence of Developer or breach of this Phase 3 Agreement by Developer.

6.3 Notice of Claim. Any person making a claim for indemnification pursuant to this Section (an "Indemnified Party") must give the Indemnifying Party written notice of such claim (an "Indemnification Claim Notice") promptly after the Indemnified Party

receives any written notice of any action, lawsuit, proceeding, investigation or other claim (a "proceeding") against or involving the Indemnified Party, or otherwise discovers the liability, obligation or facts giving rise to such claim for indemnification; provided that the failure to notify or delay in notifying the Indemnifying Party will not relieve the Indemnifying Party of its obligations pursuant to this Section except to the extent that the Indemnifying Party's ability to defend against such claim is actually prejudiced thereby. Such notice shall contain a description of the claim and the nature and amount of such loss (to the extent that the nature and amount of such loss is known at such time).

7. Damage and Destruction; Condemnation.

7.1 Damage and Destruction. In the event there is any damage or destruction to the Phase 3 Project prior to Final Completion, Developer shall give the City prompt written notice thereof generally describing the nature and cause of such casualty and the extent of the damage or destruction to the Phase 3 Project. Developer shall cause reconstruction and restoration of the Phase 3 Project in accordance with the applicable Construction Documents and the provisions of this Phase 3 Agreement. Developer will assign all insurance proceeds which Developer may be entitled to receive prior to Final Completion of the Phase 3 Project with respect to damage or destruction to the Construction Lender, or if there is no Construction Lender, a third party insurance trustee mutually acceptable to the City and Developer who shall disburse insurance proceeds to reimburse Developer for the cost of restoration or repair in accordance with the terms, covenants, conditions, provisions and procedures set forth in the Construction Loan Documents or if there are no Construction Loans outstanding at the time of such damage or destruction in periodic installments based upon the percentage of completion and otherwise in accordance with standard commercial construction loan administration.

7.2 Condemnation. As used in this Phase 3 Agreement, the term "condemnation" refers to a taking by any public or governmental authority under power of eminent domain or any transfer in lieu thereof.

7.2.1 Condemnation Prior to Closing Date. In the event condemnation proceedings are threatened against a material portion of the Lot 3 Property prior to the Closing Date, either party shall have the right by giving written notice of such decision to the other within fifteen (15) days after receiving written notice of such condemnation proceedings to terminate this Phase 3 Agreement, and except as otherwise expressly provided herein, neither party shall have any further rights or obligations to the other under this Phase 3 Agreement and all condemnation awards payable to the property owner by reason of such condemnation, if any, shall be paid to the City. If neither party elects to terminate this Phase 3 Agreement, the Phase 3 Agreement shall remain in full force and effect, Developer shall accept the Lot 3 Property affected thereby in its then condition and state of repair, and all condemnation awards payable to the property owner by reason of such condemnation, if any, shall be paid or assigned to Developer upon Closing.

7.2.2 Condemnation After Closing Date. In the event of a condemnation of the Lot 3 Property after the Closing Date, to the extent that the Phase 3 Project may still be constructed in accordance with the Construction Documents and may be constructed in accordance with the Construction Documents as modified by changes acceptable to Developer and the City, Developer shall proceed to construct the Phase 3 Project in accordance with the Construction Documents, as modified, if applicable.

8. Default.

8.1 The following events shall constitute a “Default” or an “Event of Default”:

8.1.1 The failure of either Party to keep, observe, or perform any of its duties or obligations under this Phase 3 Agreement; or

8.1.2 If Developer files a petition for bankruptcy or makes a general assignment for the benefit of Developer’s creditors, or if a receiver is appointed on account of Developer’s insolvency and any such petition or appointment is not dismissed within ninety (90) days.

8.2 City Remedies Upon Developer Event of Default. Upon any Event of Default by Developer, the City shall give Developer written notice of the same, whereupon following receipt of such written notice Developer shall have thirty (30) days within which to commence all necessary action to cure any such Event of Default, (and if such cure is commenced, proceed to diligently and continuously prosecute such cure to completion within a reasonable period of time thereafter not to exceed sixty (60) days), except with respect to Events of Default for which a shorter cure period is stated herein. In the event Developer fails to cure such Event of Default within the time period set forth above, the City shall be entitled to exercise the specific remedies identified in this Phase 3 Agreement for particular defaults by the Developer, and where no specific remedy is identified, the City may exercise one or more of the following remedies:

8.2.1 Prior to Closing on the Lot 3 Property. If Developer fails to perform any material obligation under this Phase 3 Agreement, the City shall give the Developer written notice of same, whereupon following receipt of such written notice, Developer shall have thirty (30) days within which to commence all necessary action to cure any such failure (and if cure is commenced within such thirty (30) day period, proceed to diligently complete such cure within a reasonable period of time). In the event Developer fails to cure such default within the time period set forth herein and provided the City is not in default hereunder, then the City will have the right, as its sole and exclusive remedy, to terminate this Phase 3 Agreement, and except as otherwise expressly provided herein neither party shall thereafter have any further rights or obligations under this Phase 3 Agreement.

8.2.2 After Closing. With respect to a Developer Event of Default occurring after Closing, and provided City is not in default hereunder, the City may pursue any available legal remedy except specific performance.

8.3 Developer Remedies Upon City Default. Upon any Event of Default by the City, Developer shall give the City written notice of the same, whereupon following receipt of such written notice the City shall have thirty (30) days within which to commence all necessary action to cure any such Event of Default, (and if such cure is commenced, proceed to diligently and continuously prosecute such cure to completion within a reasonable period of time thereafter not to exceed 60 days), except with respect to Events of Default for which a shorter cure period is stated herein. In the event the City fails to cure such Event of Default within the time period set forth above, Developer shall be entitled to exercise the specific remedies identified in this Phase 3 Agreement for particular defaults by the City, and where no specific remedy is identified, the Developer may exercise one or more of the following remedies:

8.3.1 Prior to Closing on the Lot 3 Property. If the City fails to perform any material obligation under this Phase 3 Agreement, Developer shall give the City written notice of same, whereupon following receipt of such written notice, the City shall have thirty (30) days within which to commence all necessary action to cure any such failure (and if cure is commenced within such thirty (30) day period, proceed to diligently complete such cure within a reasonable period of time). In the event the City fails to cure such default within the time period set forth herein and provided Developer is not in default hereunder, then Developer will have the right, as its sole and exclusive remedy, to terminate this Phase 3 Agreement, and except as otherwise expressly provided herein neither party shall thereafter have any further rights or obligations under this Phase 3 Agreement.

8.3.2 After Closing. With respect to a City Event of Default occurring after Closing, and provided Developer is not in default hereunder, the Developer may pursue any other available legal remedy except specific performance.

8.4 Limitation on Damages. Notwithstanding anything to the contrary set forth in this Phase 3 Agreement, the City and Developer agree that the recovery by either party of any damages suffered or incurred by it as a result of any breach by the other party of any of its obligations under this Phase 3 Agreement shall be limited to the actual damages suffered or incurred by the non-breaching party of its obligations hereunder. In no event shall either party be liable to the other party for any consequential, exemplary, special, indirect, incidental or punitive damages (including any damages on account of lost profits or opportunities or business interruption and the like), whether by statute, in tort or under contract, under any indemnity provision or otherwise.

8.5 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Phase 3 Agreement, the rights and remedies of the Parties are cumulative, and the

exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other party.

8.6 Waiver. Any waiver by either of the Parties of any breach of any covenant herein contained to be kept and performed by the other party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the damaged party from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

9. Dispute Resolution. The Parties shall use good faith efforts to resolve all claims, disputes and other matters in question between the Parties arising out of or relating to this Phase 3 Agreement (each a "Matter in Dispute") using the procedures set forth herein.

9.1 Senior Management. If a Matter in Dispute arises, the aggrieved party shall promptly notify the other party to this Phase 3 Agreement in writing of the dispute, but in any event within fifteen (15) days after the dispute arises. If the Parties shall have failed to resolve the Matter in Dispute within fifteen (15) days after delivery of such notice, each party shall nominate a senior administrator or manager within its organization with authority to bind such party to meet at a mutually agreed location to attempt to resolve the Matter in Dispute. Should the senior officers be unable to resolve the Matter in Dispute within fifteen (15) days of their nomination, the Parties shall submit the Matter in Dispute to Mediation as provided as a condition precedent to pursuing other alternative dispute procedures or litigation.

9.2 Mediation. If prior to completion of construction of the Phase 3 Project a Matter of Dispute arises between the City and Developer, the Parties shall proceed in good faith to resolve such dispute as expeditiously as possible and shall cooperate so that the progress of design and construction of the Phase 3 Project is not delayed. If, however, the Parties are unable to resolve the dispute, they agree to utilize the mediation process contained herein, which will be nonbinding but a condition precedent to having said dispute decided in court by a judge or jury; provided, however, that the City and Developer may agree in writing to waive this condition.

9.2.1 Mediation Process. The City or Developer, by delivering written notice to the other, may refer any dispute described above to any natural person not employed by either the City or Developer or an affiliate of either who shall be approved by mutual agreement of the City and Developer ("Mediator").

9.2.2 Consideration of Disputes or Claims. Upon receipt by the Mediator of written notice of a dispute, either from the City or Developer, the Mediator shall convene a hearing to review and consider the dispute. Both the City and Developer shall be given the opportunity to present their evidence at this hearing. Both the City and Developer are encouraged to provide exhibits, calculations and other pertinent material to the Mediator for review prior to the hearing.

9.2.3 Procedures. Upon the first referral to the Mediator of a Matter in Dispute hereunder, the Mediator shall, with the agreement of the Parties, establish procedures for the conduct of any hearings for consideration of disputes and claims. The conduct of the Mediator's business shall, in general, be based on this Phase 3 Agreement. Unless the City and Developer agree otherwise, the Mediator shall issue its recommendation as soon as possible but, in any event, not later than sixty (60) days following referral of the dispute to the Mediator.

9.2.4 Independence of Mediator. It is expressly understood that the Mediator is to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the City and Developer, and that the recommendations concerning any such dispute are advisory only. The Mediator's recommendations shall be based on the pertinent Phase 3 Agreement provisions, and the facts and circumstances involved in the dispute. The recommendations shall be furnished in writing to the Parties.

9.2.5 City's Responsibility. The City shall furnish the Mediator one copy of all documents it might have, other than those furnished by the Developer, which are pertinent to the performance of the Mediator.

9.2.6 Developer Responsibility. Developer shall furnish the Mediator one copy of all documents it might have, other than those furnished by the City, which are pertinent to the performance of the Mediator.

9.2.7 Coordination. The Parties will coordinate to effectively assist the Mediator's operation.

9.2.8 Payment. The fees charged by the Mediator shall be shared equally by the Parties. Payments shall be full compensation for work performed, services rendered, and for all materials, supplies, travel, office assistance and support and incidentals necessary to serve. Payment for services rendered by the Mediator and for the Mediator's expenses shall be at the rate or rates established by the Mediator. The Mediator may submit invoices for payment for work completed not more often than once per month during the progress of the work. Such invoices shall be in a format approved by both Parties and accompanied by a general description of activities performed during that period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the Mediator. The invoiced amount shall be divided in half and clearly stated. A copy is to be sent to the City and Developer for payment. Satisfactorily submitted invoices shall be paid within sixty (60) days.

9.3 Litigation. Only after the mediation has concluded, may either party seek resolution of the Matter in Dispute through litigation and for any such litigation, jurisdiction and venue shall thereafter be in the Superior Court of the State of Washington for Pierce County.

10. Miscellaneous.

10.1 Assignment. Developer shall not voluntarily or involuntarily sell, transfer, convey, assign or otherwise dispose of its rights under this Phase 3 Agreement, in whole or in part to any entity not affiliated with Developer or its principals, without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned or delayed. Such restrictions or prohibitions shall not apply to (i) any residential lease of any unit in the Phase 3 Project (but shall apply to a ground lease of all or substantially all of the Lot 3 Property or any substantial portion thereof to any person or entity not a resident of the Lot 3 Property); (ii) any mortgage, deed of trust, security agreement or security instrument granted or entered by Developer to provide financing for Developer's purchase of the Lot 3 Property or performance of its obligations to the City with regard to the Lot 3 Project; or (iii) a Transfer, or series of Transfers which in the aggregate, does not or do not result in a change of control of the Developer's interests in the Lot 3 Property or in Developer. The foregoing is intended to allow the Developer to add debt and/or equity-related investment partners to the ownership of the Lot 3 Property or a phase thereof, within the limits expressed in this Section 10. These provisions can be reasonably modified or waived by the City Manager from time to time upon request of the Developer.

10.2 Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties hereto.

10.3 Neutral Authorship. In connection with the execution and delivery hereof, each party has been represented by counsel. Each of the provisions of this Phase 3 Agreement has been reviewed and negotiated and represents the combined work product of both Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Phase 3 Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Phase 3 Agreement.

10.4 Terminology. All personal pronouns used in this Phase 3 Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

10.5 Complete Agreement; Amendment. This Phase 3 Agreement, together with the exhibits annexed hereto or referred to herein, is intended to be the entire agreement of the Parties with regard to the subject matter hereof and may only be amended with the written consent of both Parties.

10.6 Severability. Each provision of this Phase 3 Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Phase 3 Agreement is determined to be invalid and contrary to

any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Phase 3 Agreement that are valid.

10.7 Relationship of Parties. Developer and the City shall not be construed as having a joint venturer or partnership, and neither shall have the power to bind or obligate the other party except as set forth in this Phase 3 Agreement. Developer shall have no right or authority, express or implied, to commit or otherwise obligate the City in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the City.

10.8 No Third Party Rights. The provisions of this Phase 3 Agreement are intended solely for the benefit of, and may only be enforced by, the Parties hereto and their respective successors and permitted assigns. None of the rights or obligations of the Parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or otherwise inure to the benefit of any contractor, architect, subcontractor, worker, supplier, mechanic, insurer, surety, guest, member of the public, or other third parties having dealings with either of the Parties hereto or involved, in any manner, in the Phase 3 Project.

10.9 Representatives.

10.9.1 Representatives of Developer. Developer shall designate a Project Manager for the Phase 3 Project who shall be the single point of contact for the City on all matters arising under this Phase 3 Agreement and shall promptly render decisions to avoid delay in the orderly process of design and construction of the Phase 3 Project. The Developer's Project Manager may be changed from time to time.

10.9.2 Representatives of City. The City Representative shall designate a Project Manager who shall be the single point of contact for the Developer on all matters arising under this Phase 3 Agreement and shall promptly render decisions to avoid delay in the orderly process of design and construction of the Phase 3 Project. The City's Project Manager may be changed from time to time.

10.10 Notices. Any notices or other communications required or permitted by this Phase 3 Agreement or by law to be served on, given to, or delivered to either party hereto by the other party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, three (3) days after it is deposited in the United States mail, first-class postage prepaid, certified or registered, return receipt requested, addressed as follows, or sent via facsimile or email transmission to the fax numbers or email address set forth below, with machine confirmation of receipt followed by a "hard copy" mailed regular mail, within one (1) business day to the addresses listed as follows:

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

Attention: City Manager
Facsimile: 253.460.2546
Email:

Developer: Verus Partners, LLC
224 Westlake Ave. North, Suite 500
Seattle, WA 98109

Attention: John Maus
Facsimile: 602-956-4998
Email: jrmaus@verusholdings.com

Either party may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided in this Section.

10.11 Non Waiver of Governmental Rights. Nothing contained in this Phase 3 Agreement shall require the City to take any discretionary action relating to development of the Improvements to be constructed on the Lot 3 Property as part of the Phase 3 Project, including, but not limited to, zoning and land use decisions, permitting, or any other governmental approvals.

10.12 Captions. The captions of this Phase 3 Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Phase 3 Agreement.

10.13 Counterparts. This Phase 3 Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10.14 Further Assurance. Each party hereto agrees that it will execute or furnish such documents and further assurances to the other or to proper authorities as may be necessary for the full implementation and consummation of this Phase 3 Agreement and the transactions contemplated hereby.

10.15 Authority. Each of the persons signing below represent and warrant that they have the requisite authority to bind the party on whose behalf they are signing.

10.16 Time is of the Essence. Time is of the essence of this Phase 3 Agreement. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday or such holiday, the period shall be extended to the next business day.

10.17 Independent Contractor. Developer is acting under this Phase 3 Agreement as an independent contractor and nothing herein contained, or any acts of Developer or the City, nor any other circumstances, shall be construed to establish Developer as an agent of the City. Developer shall be responsible for each of Developer's employees or other persons performing services to be performed by Developer hereunder and for determining the manner and time of performance of all acts to be performed by Developer hereunder.

10.18 Attorneys' Fees. Each party shall be responsible for payment of the legal fees and costs of its own counsel in the event of any litigation, arbitration or other proceeding brought to enforce or interpret or otherwise arising out of this Phase 3 Agreement.

10.19 Survival of Provisions. Except as otherwise expressly provided herein, the covenants, representations, agreements, terms and provisions contained herein shall survive and shall not be deemed to have merged with or into the Deed.

10.20 Exhibits. The Exhibits hereto are made a part of and incorporated into this Phase 3 Agreement.

10.21 Conflicts of Interests. No member, official or employee of the City shall make any decision relating to the Phase 3 Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

10.22 Non-Liability of City, Officials, Employees, and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Phase 3 Agreement.

10.23 Applicable Law. This Phase 3 Agreement shall be construed and enforced in accordance with the laws of the State of Washington, without regard to principles of conflicts of laws, and venue of any action brought to enforce this Phase 3 Agreement shall lie exclusively in Pierce County, Washington. Jurisdiction shall lie with the Superior Court of the State of Washington. The Parties hereto consent to the jurisdiction of the Pierce County Superior Court and waive the right to file suit elsewhere.

11. Term of Phase 3 Agreement. This Phase 3 Agreement shall commence on the Effective Date and shall continue in force for a period of ten (10) years from the Effective Date unless sooner terminated or extended as provided herein. Following the termination hereof, this Phase 3 Agreement shall have no force and effect, subject to post-termination obligations of the Developer or the City which by the terms hereof or by applicable law survive or extend beyond such termination.

IN WITNESS WHEREOF, the Parties have executed this Phase 3 Agreement effective as of the date first above written.

CITY OF UNIVERSITY PLACE

VERUS PARTNERS, LLC

Stephen P. Sugg, City Manager

John R. Maus
Authorized Signer

Attest:

Emelita Genetia, City Clerk

Approved as to form:

Matthew S. Kaser, City Attorney

DRAFT

EXHIBIT "A"

Definitions

The following terms within the Phase 3 Agreement are defined as follows:

"City Council" or "Council" means the University Place City Council.

"Certificate of Completion" means a certificate issued by the City to Developer pursuant to Section 5 Development of this Phase 3 Agreement.

"City Representative" means the City Manager of University Place or designee upon reasonable approval of Developer. Upon approval of this Phase 3 Agreement by the City Council, the City Representative for this Phase 3 Agreement shall be the City Manager and every reference to the City herein including but not limited to decisions of the City or actions to be taken at the discretion of the City shall mean a decision of the City Manager or at the discretion of the City Manager.

"Closing" and "Closing Date" mean the date on which the Statutory Warranty Deed and all other documents required to be recorded by this Phase 3 Agreement are recorded.

"Effective Date" means the date set forth in the first paragraph of this Phase 3 Agreement.

"Environmental Standards" means all federal, state and local environmental laws and ordinances and all regulations promulgated thereunder, whether currently in effect or enacted or amended from time to time in the future

"Event(s) of Default" shall be as defined in Section 8 herein.

"Final Completion" means that the City has issued final unconditional certificates of occupancy for the Phase 3 Project.

"Improvements" means all buildings, structures, improvements and fixtures placed or constructed in, under or upon the Lot 3 Property and all access ways, pedestrian areas, public amenities, fences, paved areas, utility distribution facilities, lighting, signage and other infrastructure improvements to be built by Developer on the Lot 3 Property.

"Mortgagee" means the holder of a first mortgage or deed of trust ("Mortgage") encumbering Developer's interest in any portion of the Lot 3 Property, the proceeds of which are used to finance or refinance the construction of Improvements.

"Permitted Exceptions" means exceptions to title identified in the Title Policy approved or not disapproved by Developer within the time period set forth in this Phase 3 Agreement.

"Phase 3 Project" means the development of the Lot 3 Property, including construction of all Improvements and all related obligations of Developer under this Phase 3 Agreement.

"Lot 3 Property" means the real property identified as Lot 3 of the University Place Town Center Property in University Place, Washington, as identified in the Town Center Binding Site Plan.

"Substantial Completion" or "substantially complete" means the date on which all of the following have occurred: (i) the Improvements required to be developed by this Phase 3 Agreement are complete according to approved Plans, except for punchlist items that do not substantially prevent the use of the Improvements for their intended purposes; and (ii) the City Representative has issued a temporary or final certificate of occupancy for the building portions of the Improvements.

"Title Company" means Chicago Title Insurance Company at 4717 South 19th Street, Suite 101, Tacoma, Washington 98405.

"Unavoidable Delay" means subject to the exclusions in subsection 2 of this definition, and as more specifically defined below, any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Phase 3 Agreement, and that directly affects the performance of this Phase 3 Agreement, by materially expanding the scope of the obligations of either party hereunder, materially interfering with, or materially delaying the performance of the obligations of either party hereunder, to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Phase 3 Agreement on the part of such party.

- a. Inclusions. Subject to the foregoing, Unavoidable Delay may include, but is not limited to, the following:
 - i. A change in law, except as otherwise provided in this Phase 3 Agreement;
 - ii. Naturally occurring events (except weather conditions reasonably anticipated for the City) occurring within a fifty (50)-mile radius of University Place and directly affecting the performance of this Phase 3 Agreement, such as landslides, underground movement, earthquakes, fires, tornadoes, floods, lightning, epidemics and other acts of God;

- iii. Explosion, terrorism, sabotage or similar occurrence, war, blockade or insurrection, riot or civil disturbance occurring in the state of Washington and directly affecting the performance of obligations under this Phase 3 Agreement;
 - iv. The failure of any subcontractor (other than the Developer or any affiliate) to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Unavoidable Delay event if it affected the Developer directly, and the Developer is not able after exercising all reasonable efforts to timely obtain substitutes;
 - v. The preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Lot 3 Property;
 - vi. A violation of Applicable Law by a person other than the affected party or its subcontractors.
- b. Exclusions. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Unavoidable Delay:
- i. Any act, event or circumstance that would not have occurred but for the affected party's failure to comply with its obligations hereunder;
 - ii. Changes in economic conditions, including, but not limited to, changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates;
 - iii. Changes in the financial condition of the Developer, or its affiliates or subcontractors affecting the ability to perform their respective obligations under this Phase 3 Agreement;
 - iv. The consequences of error, neglect or omissions by the Developer, any subcontractor, any of their affiliates or any other person in performing its obligations under this Phase 3 Agreement;
 - v. Union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Developer or otherwise increasing the cost to the Developer of performing its obligations under this Phase 3 Agreement;
 - vi. Weather conditions reasonably anticipated for the City of University Place, Washington;

- vii. Any act, event, circumstance or Change in Law occurring outside of the United States;
- viii. Mechanical failure of equipment used or supplied by a Party to the extent not resulting from a condition that is listed in the “Inclusions” section of this definition;
- ix. Labor disputes involving employees of the Developer, its Affiliates, or its Subcontractors;
- x. Failure of the City in its governmental capacity to approve any design submittals due to its sole judgment that such submittal does not comply with the standard against which it is required to undertake the review;
- xi. Failure of any Party to secure intellectual property rights which are or may be necessary for the performance of its obligations under the Phase 3 Agreement.
- xii. The inability of any Party to secure financing.

DRAFT

EXHIBIT "B"

Form of Certification of Completion

After recording return to

CERTIFICATE OF COMPLETION

GRANTOR: CITY OF UNIVERSITY PLACE

GRANTEE:

Legal Description

Assessor's Tax Parcel No(s):

Related Document: Phase 3 Purchase and Development Agreement (Doc. No. _____)

The City of University Place, a Washington municipal corporation, acting in its proprietary capacity (the "City"), hereby certifies that _____, a _____ ("Developer"), has satisfactorily completed construction of the Phase 3 Project on the Lot _____ Property described above (the "Property"), as such Project is described in the Memorandum of Phase 3 Agreement dated _____ (the "Phase 3 Agreement"), which was recorded in the Records of the Pierce County Auditor, Washington, as Document No. _____, on _____, _____.

This Certificate of Completion is and shall be a conclusive determination that the Developer has satisfied, or the City has waived, each of the agreements, covenants and conditions contained in the Phase 3 Agreement as to the construction of the Phase 3 Project.

Notwithstanding this Certificate of Completion, the Phase 3 Purchase and Development Agreement dated _____ includes certain covenants between the City and Developer that survive and continue after issuance of a Certificate of Completion, and nothing in this Certificate of Completion affects such survival.

The Phase 3 Agreement is hereby terminated to the extent it is an encumbrance on the Lot 3 Property.

IN WITNESS WHEREOF, the City has caused this instrument to be executed this _____ day of _____, _____.

CITY OF UNIVERSITY PLACE

By

Stephen P. Sugg, City Manager

STATE OF WASHINGTON)) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Stephen P. Sugg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of University Place to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, _____.



(Use this space for notary seal)

Notary Public

Print/Type Name _____

My commission expires _____

EXHIBIT "C"
Developer's Designs

DRAFT



BRIDGEPORT WAY W.

37TH ST. W.

FUTURE DEVELOPMENT

LOT 3

3626 Marketplace W
TOTAL SF: 12,200 SF

3,800 SF
 FF 408.5

3,600 SF
 FF 408.5

1,200 SF
 FF 409.5

1,200 SF
 FF 409.5

1,200 SF
 FF 409.5

1,200 SF
 FF 409.5

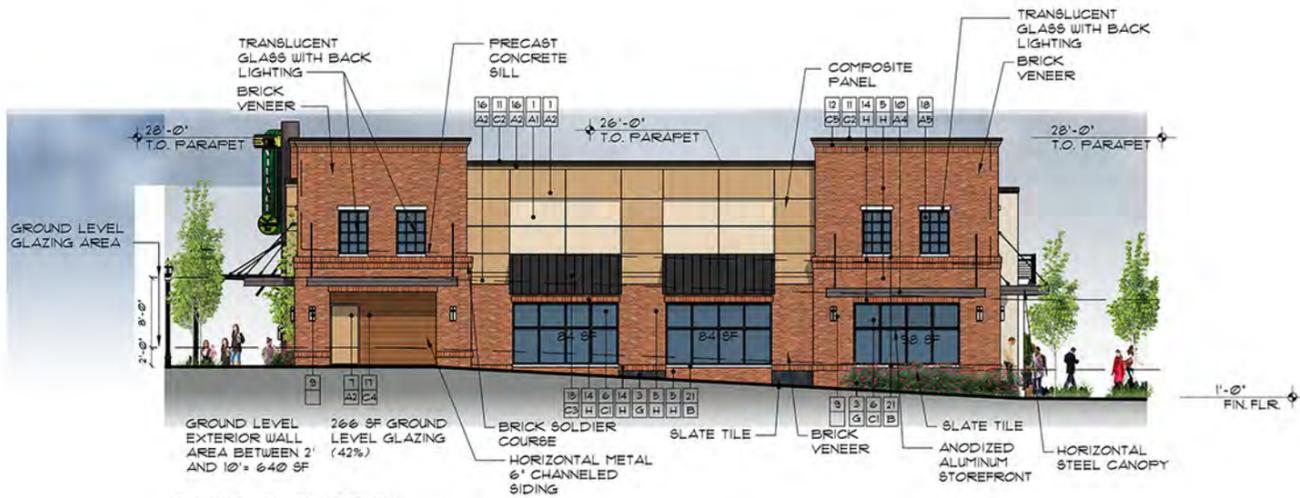
MARKET PLACE W.

MARKET SQUARE

SITE PLAN

SITE PLAN
 ddg ARCHITECTS

03/28/2018 VILLAGE AT CHAMBERS BAY PHASE II - LOT 3



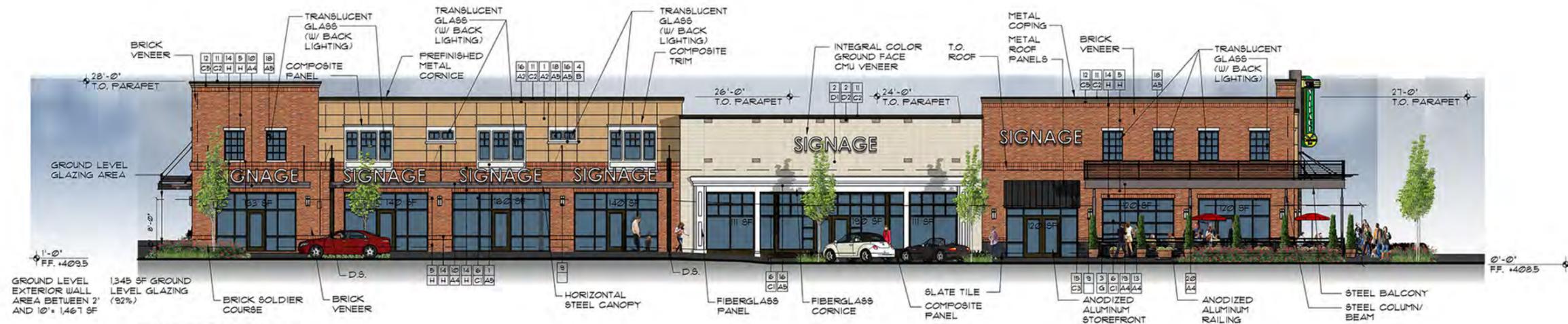
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



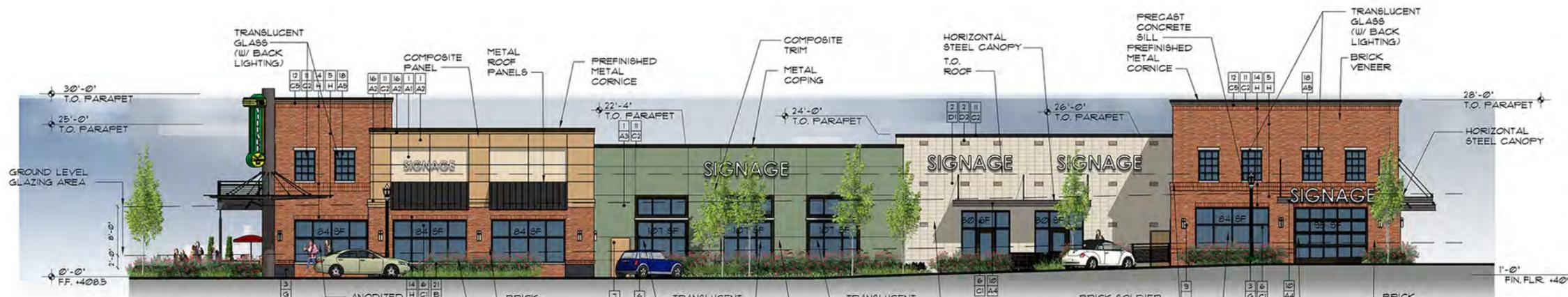
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL SCHEDULE

1. COMPOSITE PANEL
2. INTEGRAL COLOR GROUND FACE CMU
3. SLATE TILE (12 X 12)
4. PRE-CAST CONCRETE
5. BRICK VENEER
6. ANODIZED ALUMINUM STOREFRONT
7. HOLLOW METAL DOOR
8. GLU-LAM FRAMING
9. WALL SCONCE LIGHT FIXTURE
10. HORIZONTAL METAL CANOPY
11. PRE-FINISHED METAL COPING
12. PRE-FINISHED METAL CORNICE
13. METAL RAILING
14. BRICK SOLDIER COURSE
15. BOX/RIB METAL ROOF
16. COMPOSITE TRIM
17. METAL CHANNEL SIDING
18. VINYL WINDOW
19. STEEL CHANNEL
20. STEEL COLUMN
21. CAST-IN-PLACE CONCRETE

PAINT COLOR

- A1 - SHAKER BEIGE (BM - HC 45)
- A2 - BROOKLYN BEIGE (BM - HC 41)
- A3 - AVON GREEN (BM - HC 126)
- A4 - OTTER BROWN (BM - 237-10)
- A5 - FROSTLINE (BM - AF 5)

CONCRETE

- B - NATURAL GRAY

METAL

- C1 - MED. BRONZE (KAINEER)
- C2 - DARK BRONZE
- C3 - MATTE BLACK
- C4 - TABLE WALNUT (LONG BOARD WOOD GRAN)
- C5 - COOL SIERRA TAN

MASONRY

- D1 - CASTLE WHITE
- D2 - KHAKI

WOOD

- E1 - PRESSURE TREATED AND STAIN

GLASS

- F - CLEAR TYP. UON

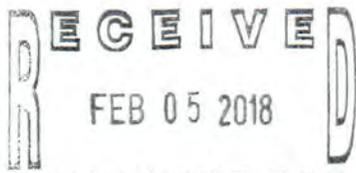
STONE

- G - BRAZIL GREY (DALTILE - SLATE COLLECT)

BRICK

- H - CLASSIC USED (M1 - BRICK TYPE 'A')

STUDY SESSION



CITY OF UNIVERSITY PLACE
CITY CLERKS OFFICE

LEGISLATIVE PROPOSAL

PROPOSAL:

UPHS needs to extend their lease option for the Curran House with the City of UP to 15 years. Currently they have a 5 year option.

REASON FOR THE PROPOSAL: *(Why is this request necessary?)*

UPHS is applying for grants and approaching larger donors to finish the upgrades and improvements to the lower part of the Curran house that will become a museum. The museum will need to be accessible for the public and adhere to ADA requirements. This will include bathroom upgrades and a road easement from Curran Lane to the Curran House. To justify the larger funding requests, donors are interested in the assurity that the City of UP will continue to provide the lease option to the UPHS for up to 15 years under the current lease option agreement with its existing surrender clause.

BACKGROUND INFORMATION: *(Provide background information to assist in understanding the legislative history or rationale for the legislation, including information on existing Code/Policy.)*

UPHS has become the repository for UP's history to include historical programs that enlightens our citizens about their roots and evolution of the City of UP. The show case expertise through speakers, displays and fund raisers throughout the community. UPHS works in conjunction with other organizations to ensure UP's history is professionally archived and saves for future generations to explore and learn. This enhances community pride, spirit and satisfies the Growth Management Act's requirement to preserve local history. The Curran House has made the several state and national historical registries as a prime example of Mid-Century Modern and the 1950's climate, values, traditions as well as its culture.

The Curran House under the UPHS has become a strategic partner with the City of UP to ensure a community understands its heritage into perpetuity.

FISCAL IMPACT:

N/A

DESIRED OUTCOME:

Extension of current lease option to the Curran House for the UPHS to 15 years.

RESOURCES REQUIRED:

N/A

Submitted by:

Denise McCluskey  2/5/2018
(Signature) (Date)

I have read, understand and fully support the above proposal.

 2/5/18
(Signature) (Date)

Memo



DATE: April 2, 2018
TO: City Council
FROM: Gary Cooper, Director Public Works
SUBJECT: Pavement Management Program Options

Background

During the Council study session discussion on the Transportation Benefit District (“TBD”), Council directed staff to schedule a second meeting for additional discussion. Specifically, staff was asked to provide general information on legally available options for funding pavement maintenance, and to provide more detailed information on what TBD vehicle license fee level would fully fund a pavement management program. That information is provided below.

Funding Options

Funding options for pavement management are relatively limited, with most requiring voter approval. Below are several options, only the first two of which can be enacted without voter approval.

1. *Transportation Benefit District:* The Council can approve without voter approval a vehicle license fee of up to \$40. After two years at \$40, the Council can add an additional \$10, for a total of \$50. An additional \$50 can be approved by voters. The TBD statute also authorizes the Council, by ordinance, to establish an impact fee on commercial or industrial buildings. There are a variety of other funding mechanisms, all of which require voter approval. They include a property tax, a two-tenths of one percent sales tax, or a toll.
2. *B&O or Excise Tax:* The Council can approve without voter approval a B&O tax or excise tax. There are statutory limitations on the rates that can be imposed with a B&O tax, but these taxes can apply broadly or be tailored to very specific business activities. It is difficult to develop a reliable estimate of what such a tax would generate, in large part because the tax would target businesses that do not currently pay sales tax (e.g., dentists, doctors and lawyers) or activities that we do not currently track.

3. *Sales Tax:* An increase in the sales tax would require voter approval. The City currently collects approximately 0.84% in sales tax (out of the total 9.9% sales tax rate). Every 0.1% increase in the City's sales tax rate would generate approximately \$310,000 a year in tax revenue and add \$0.10 in cost to every \$100 sale.

4. *Property tax:* An increase in the City's property tax rate will require voter approval. For a U.P. home with an average assessed value of \$350,000, every \$0.10 increase would result in a tax increase of approximately \$35 per year. The maximum amount that could be raised (from our 2018 rate of \$1.1304 per \$1,000 in assessed value up to our statutory limit of \$1.60) is \$1.78 million.

5. *Utility Tax:* An increase in the City's existing 6% utility tax rate would require voter approval. Each 1% increase in the rate would generate approximately \$380,000 a year and would add \$1.00 to a \$100 utility bill (garbage, gas, telephone, cell phone, surface water and cable).

Pavement Maintenance Program Options

Option I: Fully-funded Maintenance Program

- Asphalt Overlay 1.1 miles Principal Arterial street (15yr. lifecycle) = \$385,000
- Asphalt Overlay 1.2 miles Secondary/Collector street (18yr. lifecycle) = \$390,000
- Chipseal w/Fogseal 8 miles Residential street (8yr. lifecycle) = \$384,000
- Crackseal- 1,500 gallons = \$27,000
- Asphalt Patching- 600 tons = \$228,000
- Pavement inspection service = \$10,000

\$1,424,000 = \$71 vehicle license fee

Option II: Reduced Maintenance Program

- Asphalt Overlay 1 mile Principal Arterial street (15yr. lifecycle) = \$350,000
- Chipseal 4.5 miles Secondary/Collector street (8yr. lifecycle) = \$189,000
- Chipseal w/Fogseal 8 miles Residential street (8tr. lifecycle) = \$384,000
- Crackseal- 1,200 gallons = \$21,600
- Asphalt Patching- 300 tons = \$114,000
- Pavement inspection service = \$10,000

\$1,068,600 = \$54 vehicle license fee

Option III- Reduced Maintenance Program – Collector & Residential

- *Chipseal 4.5 miles Secondary/Collector street (8yr. lifecycle) = \$124,785*
- *Chipseal w/Fogseal 8 miles Residential street (8yr. lifecycle) = \$384,000*
- *Crackseal- 1,200 gallons = \$21,600*
- *Asphalt Patching- 300 tons = \$114,000*

\$644,385 = \$32 vehicle license fee

Option IV- Reduced Maintenance Program – Residential

- *Chipseal w/Fogseal 8 miles of Collector/Residential street (8yr. lifecycle) = \$384,000*
- *Crackseal- 1,200 gallons = \$21,600*
- *Asphalt Patching- 300 tons = \$114,000*

\$519,600 = \$26 vehicle license fee

Inflation

Please note that the options outlined above are based on 2018 dollars and do not reflect inflationary increases in costs over time. The chart below illustrate the increase in costs from 2010 to 2017.

	2010	2017
Chipseal	\$27,730 / mile	\$42,000 / mile
Fogseal	\$35,740 / mile	\$48,000 / mile
Asphalt Overlay	\$225,000 / mile	\$350,000 / mile