

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 Figueroa**
- 4. APPROVAL OF MINUTES – December 17, 2018**
- 5. APPROVAL OF AGENDA**
- 6:35 pm **6. PRESENTATION**
- **Slavery and Human Trafficking Prevention Month Proclamation**
 – **Jo Kling, Pierce County Coalition Against Trafficking**
- 6:40 pm **7. PUBLIC COMMENTS** – (At this time, citizens have three minutes to address the Council on any matter not scheduled for Public Hearing or Council Consideration. State law prohibits the use of this forum to promote or oppose any candidate for public office or ballot measure. Public comments are limited to three minutes. Please provide your name and address for the record.)
- 6:45 pm **8A-8B. CONSENT AGENDA**
 Motion: Approve or Amend the Consent Agenda as Proposed
- The Consent Agenda consists of items considered routine or have been previously studied and discussed by Council and for which staff recommendation has been prepared. A Councilmember may request that an item be removed for the Consent Agenda so that the Council may consider the item separately. Items on the Consent Agenda are voted upon as one block and approved with one vote.

A. Receive and File: Payroll and Claims.

B. Authorize the City Manager to execute a Professional Services Agreement with Gray CPA Consulting for Finance Professional Services and Consulting in an amount not to exceed Forty-Five Thousand Dollars (45,000.00).
- 6:50 pm **9. COUNCIL COMMENTS/REPORTS**
- RECESS TO STUDY SESSION** – (At this time, Council will have the opportunity to study and discuss business issues with staff prior to its consideration. Citizen comment is not taken at this time; however, citizens will have the opportunity to comment on the following item(s) at future Council meetings.)
- 6:55 pm **10. MCI FRANCHISE AGREEMENT**
- 7:30 pm **11. ADJOURNMENT**

*PRELIMINARY CITY COUNCIL AGENDA

January 22, 2019
Regular Council Meeting

January 26, 2019
Special Council Meeting

February 4, 2019
Regular Council Meeting

February 18, 2019
HOLIDAY - No Council Meeting

February 19, 2019
Regular Council Meeting

Preliminary City Council Agenda subject to change without notice*
Complete Agendas will be available 24 hours prior to scheduled meeting.
To obtain Council Agendas, please visit www.cityofup.com.

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

APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, December 17, 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, Finance Director Blaisdell, Human Resources Manager Petorak, Public Works, Parks & Facilities Director Cooper and City Clerk Genetia. Guest: Michael Pendleton (Michael Pendleton Consulting, LLC)

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 Figueroa, to approve the minutes of the December 3, 2018 meeting as submitted.

The motion carried.

5. APPROVAL OF AGENDA

MOTION: By Councilmember Figueroa, seconded by Councilmember McCluskey, to approve the agenda.

The motion carried.

6. PUBLIC COMMENTS – None.

7. CONSENT AGENDA

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

- A.** Receive and File: Payroll for the period ending 11/30/18, dated 12/05/18, in the total amount of Three Hundred Seven Thousand One Hundred Twenty-Five and 40/100 Dollars (\$307,125.40); Claims dated 11/30/18, check nos. 51982168 through 51982207, wire transfer 312638, in the total amount of One Four Hundred Fifty-Six Thousand Four Hundred Twenty-One and 47/100 Dollars (\$456,421.47).
- B.** Authorize appropriation of \$260,459 from the General Fund Contingency for the costs associated with construction of the Civic Building and Police Station.

The motion carried.

COUNCIL CONSIDERATION

8. 2019-2020 BIENNIAL BUDGET ADOPTION

Staff Report – Finance Director Blaisdell provided a summary of the City's revenue and expenditure projections for the 2019-2020 biennium. City reserves exceed the Council adopted target range of 5 to 15% in both 2019 and 2020 (47.59% in 2019 and 45.04% in 2020 when calculated using the total operating budgets.) New items in the 2019-2020 proposed budget include funding for changes to existing programs and services, the City's 25-year birthday celebration, and an allocation of one-time revenues to fund a maintenance worker and a traffic patrol deputy. She indicated that the 2019-2020 proposed biennial budget is balanced and fits the conservative financial assumptions for the City's operating and capital budgets, Town Center, and debt management that supports a continuation of the 2018 core level of service to the community.

Council Consideration - **MOTION:** By Councilmember Figueroa, seconded by Mayor Pro Tem Belleci, to pass an ordinance adopting the 2019-2020 Biennial Budget.

The motion passed 6 to 1. Councilmember Nye voted no. (ORDINANCE NO. 712)

9. EXECUTIVE SESSION

At 6:43 p.m., Council recessed to Executive Session for approximately one and half hours, per RCW 42.30.110(1)(g), to review the performance of a public employee. At 8:14 p.m., the Executive Session was extended for 15 minutes. Council resumed to Council Consideration at 8:26 p.m.

10. CITY MANAGER'S PERFORMANCE REVIEW/EMPLOYMENT AGREEMENT

Staff Report – Mayor Keel referred to the City Manager's performance evaluation and employment agreement reviewed and discussed during Executive Session.

Public Comment – None.

Council Consideration – **MOTION:** By Mayor Pro Tem Belleci, seconded by Councilmember Figueroa, to adopt a resolution authorizing the Mayor to execute, on behalf of the City of University Place, a City Manager Employment Agreement.

The motion carried. (RESOLUTION NO. 884)

11. CITY MANAGER & COUNCIL COMMENTS/REPORTS

City Manager Sugg informed Council of two upcoming Emergency Management training opportunities in 2019.

Councilmember Worthington reported on the Rainier Communications Commission (RCC) and Pierce County Regional Council meetings he attended.

Mayor Pro Tem Belleci updated Council on recent community events she attended.

12. ADJOURNMENT

The meeting adjourned at 8:38 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

PRESENTATION

CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, the United States was founded on the principle that all people are born with an unalienable right to freedom—an ideal that has driven the engine of American progress throughout our history; and

WHEREAS, during National Slavery and Human Trafficking Prevention Month, we acknowledge that forms of slavery still exist in the modern era, and we recommit ourselves to stopping the human traffickers who ply this horrific trade; and

WHEREAS, human trafficking is modern-day slavery and involves the use of force, fraud or coercion to exploit a person for involuntary servitude, labor and commercial sex act; and

WHEREAS, trafficking victims can be any gender or age, U. S. citizens or foreign nationals; and

WHEREAS, some studies have found the average age of entry for young people in the commercial trafficking trade is 12 years old; and

WHEREAS, each year, as many as 100,000 to 300,000 American children are at risk of being trafficked in the United States; and

WHEREAS, traffickers may target young victims through social media, websites, shopping malls and other places where young people gather; and

WHEREAS, human trafficking is the second largest criminal industry in the world today and the fastest growing;

NOW, THEREFORE the City Council of the City of University Place does hereby proclaim January 2019 as the

SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

and urge all citizens and community organizations to support this observance by helping to educate residents about human trafficking in our City as well as across America and around the world.

**PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, ON JANUARY 7, 2019.**

Kent Keel, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVAL OF CONSENT AGENDA

City of University Place
Voucher Approval Document

Control No.:57 Agenda of: 01/07/19	PREPAY
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Claim of: Payroll for Pay Period Ending 12/15/2018

Check #	Date	Amount	Check #	Date	Amount
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12/20/18 127,738.02 DIRECT DEPOSIT

EMPLOYEE NET 127,738.02

WIRE	12/20/18	11,451.72	DEPT. OF LABOR AND INDUSTRIES
WIRE	12/20/18	21,698.38	BANK OF AMERICA
WIRE	12/20/18	21,924.64	- 106006, VANTAGEPOINT TRANSF
WIRE	12/20/18	10,388.44	- 304197, VANTAGEPOINT TRANSF
WIRE	12/20/18	5,038.69	- 800263, VANTAGEPOINT TRANSF
WIRE	12/20/18	13.75	PACIFIC SOURCE ADMINISTRATORS
WIRE	12/20/18	1,147.73	PACIFIC SOURCE ADMINISTRATORS
WIRE	12/20/18	37,564.72	WA STATE DEPT OF RETIREMENT SY
WIRE	12/20/18	229.09	- 705544, VANTAGEPOINT TRANSF
WIRE	12/20/18	2,445.61	- 106006 LOAN, VANTAGEPOINT
WIRE	12/20/18	200.87	AFLAC INSURANCE
WIRE	12/20/18	1,033.71	WA ST DEPT OF RETIREMENT SYS
WIRE	12/20/18	208.05	- 304197 LOAN, VANTAGEPOINT TR
WIRE	12/20/18	250.00	NATIONWIDE RETIREMENT SOLUTION

BENEFIT/DEDUCTION AMOUNT 113,595.40

TOTAL AMOUNT 241,333.42

Preparer Certification:

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

Signed: (Signature on file.)
Steve Sugg, City Manager

Date

City of University Place
Voucher Approval Document

Control No.: 57 Agenda of: 01/07/19	PREPAY
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Claim of: Payroll for Pay Period Ending 12/31/2018

Check #	Date	Amount	Check #	Date	Amount
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1/4/2019 128,370.77 DIRECT DEPOSIT

EMPLOYEE NET 128,370.77

318835	1/4/2019	330.82	IUOE LOCAL 612
318836	1/4/2019	5,880.83	IUOE LOCALS 302/612 TRUST FUND
WIRE	1/4/2019	72,575.58	AWC EMPLOYEE BENEFIT TRUST
WIRE	1/4/2019	21,966.92	BANK OF AMERICA
WIRE	1/4/2019	21,632.96	- 106006, VANTAGEPOINT TRANSF
WIRE	1/4/2019	10,389.09	- 304197, VANTAGEPOINT TRANSF
WIRE	1/4/2019	4,936.97	- 800263, VANTAGEPOINT TRANSF
WIRE	1/4/2019	1,163.74	PACIFIC SOURCE ADMINISTRATORS
WIRE	1/4/2019	37,280.19	WA STATE DEPT OF RETIREMENT SY
WIRE	1/4/2019	2,463.05	UNUM LIFE INSURANCE COMPANY
WIRE	1/4/2019	890.07	UNUM LIFE INSURANCE COMPANY
WIRE	1/4/2019	229.17	- 705544, VANTAGEPOINT TRANSF
WIRE	1/4/2019	2,445.61	- 106006 LOAN, VANTAGEPOINT
WIRE	1/4/2019	200.87	AFLAC INSURANCE
WIRE	1/4/2019	1,033.63	WA ST DEPT OF RETIREMENT SYS
WIRE	1/4/2019	208.05	- 304197 LOAN, VANTAGEPOINT TR
WIRE	1/4/2019	250.00	NATIONWIDE RETIREMENT SOLUTION

BENEFIT/DEDUCTION AMOUNT 183,877.55

TOTAL AMOUNT 312,248.32

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: 12/14/2018

Check Range: 51982208 - 51982277

Wire Transfer: 5778374

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.

<u>Vendor Name</u>	<u>Replacement Check #</u>	<u>Original Check #</u>
Linda Seesz	51982211	51981838

Auditing Officer: (Signature on file.)

Date: _____

Bank : bofa BANK OF AMERICA

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5778374	12/7/2018	002072	WA STATE DEPT OF REVENUE	NOV18	12/7/2018	NOV18/B&O TAX SWM FEES	20,369.12	20,369.12
		Voucher: 44707						
51982208	11/28/2018	001024	CITY OF TACOMA	100664580	11/26/2018	WATER/6000 GRANDVIEW DR W	15.90	15.90
		Voucher: 44653						
51982209	11/28/2018	001024	CITY OF TACOMA	100664578	11/26/2018	WATER/5300 GRANDVIEW DR W	15.94	15.94
		Voucher: 44652						
51982210	12/3/2018	002220	HANDS, LISA	REIMB	10/3/2018	REIMB/WELLNESS/STAFF APPRE	183.80	183.80
		Voucher: 44672						
51982212	12/14/2018	025715	ABM JANITORIAL SERVICES	13150690	11/29/2018	ATRIUM EVENT/OCT26/UP FOR /	105.00	105.00
		Voucher: 44642						
51982213	12/14/2018	025179	ACCESS INFORMATION MANAGE2972205		11/30/2018	DEC18/OFFSITE RECORDS STOI	395.95	395.95
		Voucher: 44643						
51982214	12/14/2018	022198	ADVANCED TRAFFIC PRODUCTS0000022612		11/29/2018	PEDESTRIAN PUSH BUTTONS/40	6,811.82	6,811.82
		Voucher: 44644						
51982215	12/14/2018	025803	ARNDT COMPANY, INC.	RETAINAGE	11/28/2018	RETAINAGE RELEASE/ENTRANC	914.30	914.30
		Voucher: 44645						
51982216	12/14/2018	025986	AUSTINCINA ARCHITECTS INC P1618		11/25/2018	CITY HALL TI/ARCHITECTURAL/E	15,557.50	
		Voucher: 44646		1619	11/25/2018	DREXLER MEZZANINE TI/ARCHI	13,576.00	29,133.50
51982217	12/14/2018	002333	BANK OF AMERICA	548001400009914	11/22/2018	MASTERCARD/11-22-2018	11,858.42	11,858.42
		Voucher: 44647						
51982218	12/14/2018	022104	BENNETT, ROBERT	REIMB	11/17/2018	REIMB/POSTAGE/ENVELOPES/C	129.38	129.38
		Voucher: 44648						
51982219	12/14/2018	002275	BUNCE DBA AMERICAN PARTY P241452-5		12/6/2018	LINEN RENTAL/EMPLOYEE REC	121.11	121.11
		Voucher: 44649						
51982220	12/14/2018	001152	CENTURYLINK	1455149505	11/15/2018	PHONES/LONG DISTANCE/INTEF	3,863.05	
		Voucher: 44650		1455898516	11/23/2018	LONG DISTANCE	11.97	3,875.02
51982221	12/14/2018	001152	CENTURYLINK	206-Z20-0051	11/20/2018	PHONES/CITY WIDE	622.75	622.75
		Voucher: 44651						

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982223	12/14/2018	001024 CITY OF TACOMA	100668520	12/10/2018	WATER/4200 GRANDVIEW DR W	7.97	
	Voucher:	44654	100439837	12/4/2018	POWER/3501 72ND AVENUE CT \	26.05	
			100087691	12/4/2018	POWER/3697 BRIDGEPORT WAY	301.20	
			100138171	12/4/2018	POWER/3998 BP WAY W	91.69	
			100142834	12/4/2018	WATER/3715 BP WAY W	169.52	
			100156353	12/4/2018	POWER/4720 BP WAY W	57.60	
			100456986	11/30/2018	POWER/5918 HANNAH PIERCE F	76.77	
			100165190	11/21/2018	POWER/3761 BP WAY W	47.29	
			100110228	12/4/2018	POWER/3715 BP WAY W #B5	1,399.11	
			100079046	12/4/2018	POWER/3715 BP WAY W #D5	58.61	
			100086165	12/4/2018	POWER/7813 44TH ST W	7.77	
			100086155	12/4/2018	POWER/7801 40TH ST W	7.77	
			100122800	12/4/2018	POWER/4398 BP WAY W	528.91	
			101102107	12/4/2018	POWER/3555 MARKET PL W	1,493.11	
			100302273	12/4/2018	POWER/3715 BP WAY W #D2	44.99	
			100955347	12/4/2018	POWER/3715 BP WAY W, #E HSE	123.00	
			100052902	12/4/2018	POWER/ 3715 BP WAY W/#A HSE	35.89	
			100955346	12/4/2018	POWER/3715 BP WAY W, #D HSE	33.42	
			100955345	12/4/2018	WATER/3715 BP WAY W	157.76	
			100068203	12/29/2018	POWER/3715 BP WAY W	1,712.47	
			100612293	11/30/2018	POWER/5103 BP WAY W	373.13	
			100093125	11/26/2018	POWER/8513 33RD ST W #A	45.32	
			100445063	12/4/2018	POWER/3715 BP WAY W, #E2	37.54	
			100737837	11/30/2018	POWER/5702 BP WAY W	39.75	
			100892483	11/30/2018	POWER/5400 BP WAY W	239.74	
			100851341	11/30/2018	POWER/6420 CHAMBERS CREEI	69.87	
			100892486	11/30/2018	POWER/6400 BP WAY W	129.66	
			100079031	12/4/2018	POWER/3715 BP WAY W #D4	22.66	
			100101775	12/6/2018	POWER/5250 GRANDVIEW DR W	228.45	
			100951901	12/5/2018	POWER/7723 CHAMBERS CREEI	99.33	
			100306925	12/5/2018	POWER/8020 CHAMBERS CK RD	45.80	
			100101800	12/5/2018	POWER/6318 GRANDVIEW DR W	213.26	
			100986098	12/5/2018	POWER/7613 CHAMBERS CREEI	9.39	
			100312900	12/4/2018	POWER/3715 BP WAY W #E3	39.36	
			100105615	12/4/2018	POWER/3503 BP WAY W	63.13	

Bank : bofa BANK OF AMERICA

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			100312961	12/4/2018	POWER/3715 BP WAY W #A3	50.14	
			100802489	12/4/2018	POWER/3904 BP WAY W	22.61	
			100714386	12/4/2018	POWER/3609 MARKET PL W #20	51.40	
			100495884	12/4/2018	POWER/3625 DREXLER DR	111.90	
			100751205	12/4/2018	WATER/3555 MARKET PLACE WE	172.52	
			100617905	12/4/2018	POWER/3525 BP WAY W	239.93	
			100312905	12/4/2018	POWER/3715 BP WAY W, #A-3A	25.50	
			100312960	12/4/2018	POWER/3715 BP WAY W #A2	25.50	
			100312959	12/4/2018	POWER/3715 BP WAY W, #A1	25.50	
			100312961	10/31/2018	POWER/3715 BP WAY W #A3	40.80	8,803.09
51982224	12/14/2018	001108 CITY OF UNIVERSITY PLACE	NOV18	12/3/2018	PETTY CASH FUND/REIMBURSE	43.51	43.51
		Voucher: 44655					
51982225	12/14/2018	001140 CITY TREASURER	90860266	11/19/2018	OCT18/ HYDRANT USE/BRISTON	216.78	216.78
		Voucher: 44656					
51982226	12/14/2018	002171 CITY TREASURER	90861346	11/29/2018	FLEET MAINTENANCE/PUBLIC W	3,458.50	3,458.50
		Voucher: 44657					
51982227	12/14/2018	025161 CITY TREASURER	131373	11/21/2018	DEC18/CABLE TV/ATRIUM	36.52	36.52
		Voucher: 44658					
51982228	12/14/2018	024565 COMCAST	849835010094487	11/15/2018	NOV25-DEC24/INTERNET/CITY H	140.84	140.84
		Voucher: 44659					
51982229	12/14/2018	023782 COMPLETE OFFICE SOLUTIONS, 1767797-0		11/21/2018	OFFICE CHAIR/HUMAN RESOUR	631.93	631.93
		Voucher: 44660					
51982230	12/14/2018	002066 CONSOLIDATED ELECTR.DIST.C(8541-472411		11/29/2018	HPS LAMP	345.27	345.27
		Voucher: 44661					
51982231	12/14/2018	022340 CONSTRUCTION TESTING LABS, 136505		11/5/2018	SOIL TESTING/CITY HALL/DRXLE	262.50	262.50
		Voucher: 44662					
51982232	12/14/2018	024347 COPIERS NORTHWEST, INC.	INV1861718	11/26/2018	OCT21-NOV20/OVERAGE CHARC	110.39	
		Voucher: 44663	INV1864198	11/30/2018	OCT29-NOV28/OVERAGE CHARC	18.11	
			INV1863611	11/29/2018	NOV28-DEC27/CONTRACT BASE	74.09	202.59
51982233	12/14/2018	023991 DESIGN'S BY MICHELLE SHAW	19816	11/19/2018	EMBROIDERY/NAMES & LOGO/P	37.92	37.92
		Voucher: 44664					
51982234	12/14/2018	001737 DON SMALL & SONS OIL DIST CC145954		11/19/2018	DIESEL EXHAUST FLUID	181.34	181.34
		Voucher: 44665					
51982235	12/14/2018	023236 EFFICIENCY, INC.	6251118	10/28/2018	FTR ANNUAL MAINTENANCE AGI	1,131.97	1,131.97
		Voucher: 44666					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51982236	12/14/2018	023461	ENTERTAINMENT MASTERS	12718	10/31/2018	2018 TREE LIGHTING/DJ & ENTE	2,560.67	2,560.67
		Voucher: 44667						
51982237	12/14/2018	026202	EQUIPMENT EXPERTS, INC	140008943	11/21/2018	CUSTOMER #712695/REPAIRS/C	1,313.49	1,313.49
		Voucher: 44668						
51982238	12/14/2018	025887	FOREVERGREEN TRAILS	SPONSORSHIP	9/19/2018	SPONSORSHIP/PUBLIC EDUCAT	750.00	750.00
		Voucher: 44669						
51982239	12/14/2018	026205	GCH PUGET SOUND INC	REFUND	11/28/2018	REFUND/SUMMER LANE/SGN18-	11.25	11.25
		Voucher: 44670						
51982240	12/14/2018	001858	GRAY LUMBER COMPANY	261897	8/28/2018	TREATED LUMBER/BRIDGE#2/P/	1,306.27	
		Voucher: 44671		269565	9/28/2018	MISC BUILDING MATERIALS/SUN	747.50	
				275697	10/25/2018	MISC BUILDING MATERIALS/SUN	177.70	2,231.47
51982241	12/14/2018	001221	HOLROYD COMPANY, INC.	332796	11/5/2018	BASE COURSE/CRUSHED TOP C	1,975.01	1,975.01
		Voucher: 44673						
51982242	12/14/2018	001096	HONEY BUCKET	0550851221	10/25/2018	CREDIT/OCT24-NOV11/CURRAN	-31.87	
		Voucher: 44674		0550868386	11/7/2018	FENCING/NOV7-DEC4/SUNSET T	217.60	
				0550871856	11/12/2018	PORTA POTTY RENTAL/SKATE P.	72.00	
				0550871855	11/12/2018	PORTA POTTY RENTAL/CURRAN	72.00	329.73
51982243	12/14/2018	024155	KALINSKI, DENNIS	11292018	11/29/2018	2018 SANTA/TREE LIGHTING	300.00	300.00
		Voucher: 44675						
51982244	12/14/2018	022801	KATE MCDERMOTT	JULY-NOV18	12/1/2018	HEADLINES COPYWRITING/VARI	715.00	715.00
		Voucher: 44676						
51982245	12/14/2018	021616	KELLEY IMAGING SYSTEMS	23773672	11/22/2018	LEASE/SHARP MX5111N COPIER	1,312.04	1,312.04
		Voucher: 44677						
51982246	12/14/2018	025994	KRAZAN & ASSOCIATES, INC	F604346-22546	10/31/2018	TESTING & INSPECTION SERVIC	3,115.00	3,115.00
		Voucher: 44678						
51982247	12/14/2018	001987	LAKEWOOD IRON WORKS	112118	11/21/2018	STEEL BOLLARDS/LOCKING SO	439.60	439.60
		Voucher: 44679						
51982248	12/14/2018	026168	LRS ARCHITECTS INC	13108R	11/7/2018	OCT18/ARCHITECTURAL SERVIC	989.63	
		Voucher: 44680		13109	11/7/2018	OCT18/ARCHITECTURAL SERVIC	692.50	
				12624	8/25/2018	AUG18/ARCHITECTURAL SERVIC	1,960.00	3,642.13
51982249	12/14/2018	001352	MILES RESOURCES, LLC	287577	11/12/2018	HOT MIXED ASPHALT	143.42	
		Voucher: 44681		287964	11/19/2018	HOT MIXED ASPHALT	127.90	271.32

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982250	12/14/2018	001378	MOUNTAIN MIST WATER	002434235	11/8/2018	#075361/BOTTLED WATER/CITY I	76.96
	Voucher:	44682		002460433	11/26/2018	#075361/BOTTLED WATER/CITY I	65.69
				002427544	11/6/2018	#075361/BOTTLED WATER/PW SI	30.25
				002455405	11/20/2018	#075361/BOTTLED WATER/PW SI	15.14
				002434218	11/8/2018	#068332/BOTTLED WATER/CM O	25.30
				002460412	11/26/2018	#068332/BOTTLED WATER/CM O	14.04
				002434213	11/8/2018	#065205/BOTTLED WATER/COUW	8.79
							236.17
51982251	12/14/2018	001095	NEWS TRIBUNE	I03905991-101720	10/17/2018	ORDINANCE PUBLICATION/#709	108.19
	Voucher:	44683		I03894655-101020	10/10/2018	NOTICE/ROAD CLOSURE/AFFID/	70.67
				I03909499-102220	10/29/2018	PROPERTY TAX LEVY/AFFIDAVIT	219.69
				I03887522-100820	10/8/2018	MTG NOTICE/10-15	219.69
							618.24
51982252	12/14/2018	002272	NORTHWEST STEEL AND PIPE	952375	11/1/2018	TUBE/SAW CUTTING FEE	231.82
	Voucher:	44684					231.82
51982253	12/14/2018	023808	P.C. FAMILY JUSTICE CENTER	2018DONATION	12/4/2018	2018 DONATION	3,000.00
	Voucher:	44685					3,000.00
51982254	12/14/2018	002453	PACIFIC PLANTS INC	85332	11/27/2018	PLANTS/STREETS	2,184.26
	Voucher:	44686		85166	11/8/2018	REPLACEMENT TREES/STREET/	2,304.60
							4,488.86
51982255	12/14/2018	026191	PEASE CONSTRUCTION INC	1807-03	11/26/2018	NOV18/DREXLER MEZZANINE/CI	246,840.27
	Voucher:	44687		1806-3	11/30/2018	NOV18/CITY HALL TENANT IMPR	292,658.38
							539,498.65
51982256	12/14/2018	026037	PENDLETON CONSULTING LLC	NOV18	11/30/2018	EVALUATION PROJECT/CITY MA	6,038.40
	Voucher:	44688					6,038.40
51982257	12/14/2018	001109	PIERCE COUNTY BUDGET & FIN/CI-260281		11/27/2018	JUL-SEP18/TRAFFIC SERVICES/	63,253.85
	Voucher:	44689					63,253.85
51982258	12/14/2018	001588	PIERCE COUNTY SEWER	01576721	12/2/2018	SEWER/3609 MARKET PL W/RET	33.09
	Voucher:	44690		01633279	12/2/2018	SEWER/1902 SEAVIEW AVE W	20.02
				01571443	12/2/2018	SEWER/7520 CIRQUE DR W	37.45
				01512692	12/2/2018	SEWER/3555 MARKET PL W	20.02
				01576739	12/2/2018	SEWER/3609 MARKET PL W/RET	33.09
				01576712	12/2/2018	SEWER/3609 MARKET PL W/RET	33.09
				00664685	12/2/2018	SEWER/4951 GRANDVIEW DR W	198.58
				00604682	12/2/2018	SEWER/2917 MORRISON RD W	20.02
				00566276	12/2/2018	SEWER/3715 BP WAY W	124.55
							519.91
51982259	12/14/2018	001114	PITNEY BOWES GLOBAL FIN. SV(3307626008		12/1/2018	4THQTR18/ACCT 0012826149/FO	1,732.77
	Voucher:	44691					1,732.77

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51982260	12/14/2018	001114	PITNEY BOWES GLOBAL FIN. SV\NOV18	3/12/2018	NOV18/ACCT19533470/POSTAGE	420.00	420.00
		Voucher: 44692					
51982261	12/14/2018	024637	PLAYCORE WISCONSN/DBA GAMPJI-0102016	11/23/2018	RUBBER TILE/SUNSET TERRACE	96,843.89	96,843.89
		Voucher: 44693					
51982262	12/14/2018	001161	PUGET SOUND ENERGY CORP	220008861142	11/28/2018	GAS/3715 BP WAY W, #BLDG D1	37.37
		Voucher: 44694		220014491314	11/28/2018	GAS/3715 BP WAY W #E1	38.15
				200014542258	11/28/2018	GAS/7450 MARKET SQ W	289.03
				200000971479	11/26/2018	GAS/4910 BRISTONWOOD DR W	125.12
				300000009641	11/30/2018	GAS/3715 BP WAY W, #D2 & #A3	113.09
				300000010987	11/30/2018	GAS/3715 BP WAY W, #E2	49.21
							651.97
51982263	12/14/2018	026038	RAYOR, JANET L	201818	11/29/2018	TREE LIGHTING/PIANIST & ELF E	725.00
		Voucher: 44695					725.00
51982264	12/14/2018	001302	RON JONES POWER EQUIPMENT	1450412	11/28/2018	HEDGE TRIMMERS	958.24
		Voucher: 44696		450410	11/28/2018	POLE SAWS	1,178.04
							2,136.28
51982265	12/14/2018	025855	SMARSH, INC.	INV00436511	12/30/2018	NOV18/MEDIA ARCHIVING SERV	585.80
		Voucher: 44697					585.80
51982266	12/14/2018	026181	SOUND PACIFIC CONSTRUCTION	4	12/5/2018	NOV18/CONSTRUCTION/27TH S	226,302.15
		Voucher: 44698					226,302.15
51982267	12/14/2018	024960	SOUND PUMP & EQUIPMENT CO	24920	11/20/2018	PUMP/DRUM DOLLY	230.24
		Voucher: 44699					230.24
51982268	12/14/2018	002613	SUPERIOR LINEN SERVICE, INC.	47371	11/28/2018	OFFICE MAT RENTAL/PUBLIC WK	93.31
		Voucher: 44700		44415	11/14/2018	OFFICE MAT RENTAL/PUBLIC WK	93.31
				48013	11/30/2018	MONTHLY RENTAL OF MATS FOR	14.24
				45024	11/16/2018	OFFICE MAT RENTAL/DEVELOPM	14.24
				42074	11/2/2018	OFFICE MAT RENTAL/DEVELOPM	14.24
							229.34
51982269	12/14/2018	021800	TACID	2018DONATION	12/4/2018	2018 DONATION	3,000.00
		Voucher: 44701					3,000.00
51982270	12/14/2018	002823	THOMPSON ELECTRICAL CONST	1118-2385CV	11/30/2018	GRANDVIEW/RELAMP/UPGRADE	1,198.95
		Voucher: 44702		1118-2510CV	11/19/2018	REPLACE WIRING/IRRIGATION C	1,033.94
				1118-2480CV	11/19/2018	OUTLET REPLACEMENT/CIVIC C	660.06
				1118-2505CV	11/19/2018	REPLACED STOLEN WIRE/POLE	6,149.84
				1118-2363CV	11/29/2018	STREET LIGHT MAINTENANCE/4	488.18
				1118-2530CJ	11/28/2018	TROUBLESHOOT/PARKING GAR.	189.58
				1118-2496CV	11/19/2018	STREET LIGHT MAINTENANCE	811.23
							10,531.78

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982271	12/14/2018	025336 US BANK	745000006	11/30/2018	CUSTOMER #0006/NOV18/MAINT	26.00	26.00
		Voucher: 44703					
51982272	12/14/2018	025399 VASSEY NURSERY, LLC	047867	11/21/2018	HOLIDAY BASKETS	184.63	184.63
		Voucher: 44704					
51982273	12/14/2018	001153 VERIZON WIRELESS,LLC.	9819486999	12/1/2018	CELL PHONE/CITY WIDE	1,420.95	1,420.95
		Voucher: 44705					
51982274	12/14/2018	001032 WA STATE	2018110061	12/3/2018	NOV18/TELECOMMUNICATIONS	315.94	315.94
		Voucher: 44706					
51982275	12/14/2018	022202 WA STATE DEPT. OF AGRICULTU	2019RENEWAL	12/6/2018	2019 PESTICIDE LICENSE RENE'	99.00	
		Voucher: 44708	2019RENEWALS	12/4/2018	2019 PESTICIDE LICENSE RENE'	99.00	198.00
51982276	12/14/2018	024399 WELLS FARGO FINANCIAL LEAS	5005553071	11/22/2018	DEC19-JAN18/LEASE FOR LEXM	95.44	95.44
		Voucher: 44709					
51982277	12/14/2018	026158 WEST COAST SIGNAL, INC	2545	10/18/2018	CIRQUE DR & 67TH AVE LOOPS/	9,300.00	9,300.00
		Voucher: 44710					
Sub total for BANK OF AMERICA:							1,081,827.56

69 checks in this report.

Grand Total All Checks: 1,081,827.56

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 12/31/2018

Check Range: 51982278 - 51982334

Wire Transfer: 318990

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	
318990	12/31/2018	021638	PACIFICSOURCE ADMIN, INC.	0000318990	12/17/2018	DEC18/ADMIN FEES	94.50	94.50
		Voucher: 44748						
51982278	12/31/2018	025715	ABM JANITORIAL SERVICES	13228650	12/1/2018	DEC18/JANITORIAL SERVICES	4,008.80	
		Voucher: 44711		13243945	11/30/2018	JANITORIAL SERVICE/HOLIDAY C	195.00	4,203.80
51982279	12/31/2018	025956	BEST BAG COMPANY	2183	12/17/2018	BLUE TIE HANDLE BAGS/DOG W	2,126.00	2,126.00
		Voucher: 44712						
51982280	12/31/2018	002275	BUNCE DBA AMERICAN PARTY P	239176-5	12/8/2018	EQUIPMENT RENTAL/TREE LIGH	2,523.58	
		Voucher: 44713		239179-5	12/10/2018	EQUIPMENT RENTAL/TREE LIGH	287.36	
				239181-5	12/10/2018	EQUIPMENT RENTAL/TREE LIGH	213.87	3,024.81
51982281	12/31/2018	025573	CANON FINANCIAL SERVICES	19549623	12/13/2018	DEC18/TDS LEASE/PLOTWAVE34	425.72	
		Voucher: 44714		19549620	12/13/2018	DEC18/COPIER LEASE/IRC5255	313.10	
				19549622	12/13/2018	DEC18/COPIER LEASE/IR4551	153.44	
				19549621	12/13/2018	DEC18/COPIER LEASE/IRC55351	153.24	1,045.50
51982282	12/31/2018	003155	CDW.GOVERNMENT, INC.	QCW9913	11/26/2018	MICROSOFT SOFTWARE/CDW IT	108.60	108.60
		Voucher: 44715						
51982283	12/31/2018	026206	CELIS, VICTOR	122018	12/21/2018	TRAFFIC CONTROL/REGENTS &	607.50	607.50
		Voucher: 44716						
51982284	12/31/2018	001152	CENTURYLINK	1457516896	12/15/2018	PHONES/LONG DISTANCE/INTEF	3,843.14	3,843.14
		Voucher: 44717						
51982285	12/31/2018	001152	CENTURYLINK	253-584-0775	12/1/2018	PHONE/KOBAYASHI	52.67	52.67
		Voucher: 44718						
51982286	12/31/2018	003056	CITY OF LAKEWOOD	MC-00169	12/7/2018	DEC18/COURT SERVICES	24,199.21	24,199.21
		Voucher: 44719						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982288	12/27/2018	001024 CITY OF TACOMA	101096891	11/7/2018	WATER/2140 BRIDGEPORT WAY	5,936.54	
	Voucher:	44720	100358203	12/12/2018	POWER/7150 CIRQUE DR W	1,198.10	
			100077160	12/13/2018	POWER/5202 67TH AVE W	458.39	
			100668537	12/12/2018	WATER/7150 CIRQUE DR W	369.60	
			100083325	12/18/2018	POWER/4910 BRISTONWOOD DF	336.14	
			100092335	12/7/2018	POWER/3050 BP WAY W	301.95	
			100775637	12/12/2018	POWER/7001 CIRQUE DR W	296.78	
			100081728	12/11/2018	POWER/6701 BP WAY W	288.37	
			100137272	12/3/2018	WATER & POWER/1901 SEAVIEW	286.84	
			101098584	12/4/2018	POWER/7450 MARKET SQ. W	266.14	
			100263915	12/12/2018	POWER & WATER/7250 CIRQUE	227.55	
			100080586	12/18/2018	POWER/4951 GRANDVIEW DR W	219.71	
			100333844	12/18/2018	WATER/4951 GRANDVIEW DR W	200.42	
			100679491	12/11/2018	POWER/8002 40TH ST W	192.84	
			100611293	12/12/2018	WATER/5200 BP WAY W	183.12	
			100324281	12/12/2018	POWER/7820 CIRQUE DR W	170.12	
			100172057	12/18/2018	POWER & WATER/3920 GRANDV	167.13	
			100963867	12/13/2018	POWER/4411 ELWOOD DR W	132.68	
			101101783	12/10/2018	POWER/5520 GRANDVIEW DR W	129.07	
			100905391	12/10/2018	POWER/9313 56TH ST W	128.65	
			100798512	12/19/2018	POWER/4402 97TH AVE W H1 ST	126.03	
			100895144	12/14/2018	POWER/ 8300 CIRQUE DR W	114.43	
			100094683	12/18/2018	POWER/4758 BRISTONWOOD DF	110.11	
			101065354	12/18/2018	POWER/8001 54TH ST. W	96.51	
			100933758	12/20/2018	POWER/7203 44TH ST W	88.26	
			101032430	12/18/2018	WATER/7935 54TH ST W	88.22	
			101006141	12/11/2018	POWER/2698 BP WAY WEST	74.56	
			100895151	12/17/2018	POWER/7901 CIRQUE DR W	70.43	
			100185134	12/20/2018	POWER/4401 67TH AVE W	67.36	
			100089560	12/12/2018	POWER/4317 GRANDVIEW DR W	55.06	
			100820972	12/7/2018	POWER/2700 SUNSET DR W	53.76	
			100975049	12/12/2018	WATER/6800 51ST STREET CT W	52.94	
			100344745	12/12/2018	POWER/6810 CIRQUE DR W	49.72	
			101040440	12/12/2018	POWER/7699 54TH ST W	47.18	
			100131881	12/19/2018	POWER/4523 97TH AVE W	47.13	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			100306924	12/27/2018	POWER/8900 CHAMBERS CK RD	45.00	
			100315888	12/5/2018	POWER/7401 CHAMBERS LN W	45.00	
			100256491	12/12/2018	POWER/7250 CIRQUE DR W	45.00	
			100089578	12/12/2018	POWER/4116 GRANDVIEW DR W	41.29	
			100089528	12/12/2018	POWER/3912 GRANDVIEW DR W	34.41	
			100057075	12/12/2018	POWER/4100 GRANDVIEW DR W	33.89	
			101074049	12/13/2018	POWER/6710 58TH ST CT W #A	30.12	
			100089555	12/12/2018	POWER/4526 GRANDVIEW DR W	27.53	
			100077151	12/12/2018	POWER/4000 OLYMPIC BLVD W	21.55	
			100089583	12/12/2018	POWER/4016 GRANDVIEW DR W	20.65	
			100089550	12/12/2018	POWER/4704 GRANDVIEW DR W	20.65	
			100077140	12/12/2018	POWER/ 2900 GRANDVIEW DR V	18.11	
			100072286	12/12/2018	POWER/ 8501 40TH ST W	18.11	
			100072268	12/12/2018	POWER/7001 CIRQUE DR W	18.11	
			100072254	12/12/2018	POWER/8417 40TH ST W	18.11	
			100109710	12/11/2018	POWER/8902 40TH ST W	10.32	13,079.69
51982289	12/31/2018	001140 CITY TREASURER	90862703	12/5/2018	NOV18/ HYDRANT USE/BRISTON	221.87	221.87
		Voucher: 44721					
51982290	12/31/2018	025161 CITY TREASURER	130297	12/7/2018	DTA RECEIVERS/CITY HALL	93.90	93.90
		Voucher: 44722					
51982291	12/31/2018	024565 COMCAST	849835010117473	12/1/2018	DEC6-JAN5/INTERNET/PW SHOF	148.53	
		Voucher: 44723	849835010113564	12/7/2018	DEC12-JAN11/INTERNET/CIVIC B	145.38	293.91
51982292	12/31/2018	002066 CONSOLIDATED ELECTR.DIST.C(8541-473755		12/18/2018	120V ELECTRONIC BALLAST	59.81	59.81
		Voucher: 44724					
51982293	12/31/2018	024347 COPIERS NORTHWEST, INC.	INV1868181	12/5/2018	NOV4-DEC3/OVERAGE CHARGE	227.75	
		Voucher: 44725	INV1873739	12/14/2018	DEC13-JAN12/BASE RATE/CH	131.14	
			INV1874266	12/17/2018	NOV14-DEC13/OVERAGE CHARC	125.88	484.77
51982294	12/31/2018	001737 DON SMALL & SONS OIL DIST CC146336		11/30/2018	BULK FUEL/PW SHOP	2,439.76	2,439.76
		Voucher: 44726					
51982295	12/31/2018	001737 DON SMALL & SONS OIL DIST CC146545		12/6/2018	MEGAFLOW AW	476.31	476.31
		Voucher: 44727					
51982296	12/31/2018	026118 DREISBACH, KARI	REIMB	12/20/2018	REIMB/TUITION/PLANS EXAMINE	340.00	340.00
		Voucher: 44728					
51982297	12/31/2018	026183 FRIX TECH LLC DBA FREEDOC	18120404	12/4/2018	AUTOMATED DOCUMENT MANA	1,681.72	1,681.72
		Voucher: 44729					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982298	12/31/2018	022739 GRAINGER	9035149641	12/17/2018	LATCH PROTECTOR/DOOR REPAI	83.17	83.17
		Voucher: 44730					
51982299	12/31/2018	025752 HAGERTY, PATRICK	00431	12/10/2018	TREE LIGHTING/POST PRODUCT	520.00	520.00
		Voucher: 44731					
51982300	12/31/2018	001221 HOLROYD COMPANY, INC.	333713	11/26/2018	CRUSHED TOP COURSE	953.93	
		Voucher: 44732	334382	12/10/2018	BUILDING SAND	77.31	1,031.24
51982301	12/31/2018	001096 HONEY BUCKET	0550900422	12/5/2018	FENCING/DEC5-JAN1/SUNSET T	217.60	217.60
		Voucher: 44733					
51982302	12/31/2018	001223 HUMANE SOCIETY OF TACOMA	IVC0002005	12/3/2018	DEC18/BOARDING CONTRACT	110.00	110.00
		Voucher: 44734					
51982303	12/31/2018	001072 KLOSOWSKI, DEBBIE	REFUND	12/11/2018	REFUND/ATRIUM RENTAL/SANT	250.00	250.00
		Voucher: 44735					
51982304	12/31/2018	025994 KRAZAN & ASSOCIATES, INC	F604457-25300	11/30/2018	TESTING & INSPECTION SERVIC	1,668.64	
		Voucher: 44736	F604452-22546	11/30/2018	TESTING & INSPECTION SERVIC	1,420.00	3,088.64
51982305	12/27/2018	022870 LELAND CONSULTING GROUP IN	5910.3.1	12/14/2018	ADVISORY SERVICES/PROPERT	3,000.00	
		Voucher: 44737	5910.2.1	8/9/2018	TOWN CENTER DEVELOPMENT/	2,625.60	5,625.60
51982306	12/31/2018	023115 LEMAY MOBILE SHREDDING	4590563	12/1/2018	NOV18/DOCUMENT SHREDDING	38.52	38.52
		Voucher: 44738					
51982307	12/31/2018	002091 LEXISNEXIS	3091782242	11/30/2018	NOV18/ONLINE LEGAL RESEAR	109.90	109.90
		Voucher: 44739					
51982308	12/31/2018	001797 LOWE'S BUSINESS ACCOUNT/GE874-3507-900095-		12/17/2018	MISC REPAIR & MAINTENANCE	335.60	335.60
		Voucher: 44740					
51982309	12/27/2018	026168 LRS ARCHITECTS INC	12880	9/25/2018	ARCHITECTURAL SERVICES/27T	1,785.00	1,785.00
		Voucher: 44741					
51982310	12/27/2018	026193 MACDONALD-MILLER FACILITY SJC50402		10/10/2018	AUG18/ELEVATOR CARD READ/C	3,693.74	3,693.74
		Voucher: 44742					
51982311	12/31/2018	026099 MAYES TESTING ENGINEERS IN	CTB41091	12/3/2018	TESTING & INSPECTION/BP WAY	400.00	400.00
		Voucher: 44743					
51982312	12/31/2018	001352 MILES RESOURCES, LLC	3	12/10/2018	NOV18/BRIDGEPORT WAY W/PH	162,436.92	162,436.92
		Voucher: 44744					
51982313	12/31/2018	001095 NEWS TRIBUNE	I03948510-111020	11/17/2018	BID AD/BP 4A	497.11	
		Voucher: 44745	I03941955-110720	11/26/2018	ORDINANCE PUBLICATION/#710	219.69	
			I03936893-111920	11/26/2018	MEETING NOTICE 12-3	208.97	
			I03941997-110720	11/26/2018	ORDINANCE PUBLICATION/#711	208.97	1,134.74

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982314	12/31/2018	002150	OFFICE DEPOT,INC.	244851909001	12/11/2018	HP DESIGNJET/IT	245.08
	Voucher:	44746		242252561001	12/5/2018	CALENDARS/PENS	103.77
				241736691001	12/4/2018	CRTD/IT SUPPLIES	61.43
				242279195001	12/5/2018	FOLDER/RUBBERBANDS/BOOK	49.27
				245613216001	12/21/2018	CALENDAR/ENVELOPES	39.64
				242279194001	12/5/2018	BINDERS	30.32
				245613057001	12/12/2018	PLANNER	25.01
				244904622001	12/11/2018	WIPES/SACHETS/IT	15.06
				245613217001	12/12/2018	BOOK/COMP	6.77
				245625518001	12/12/2018	LABELS/FINANCE	5.04
							581.39
51982315	12/31/2018	001288	PACIFIC WELDING SUPPLIES, LL	01578237	12/10/2018	COMPRESSED GAS	108.94
	Voucher:	44747					108.94
51982316	12/31/2018	026037	PENDLETON CONSULTING LLC	DEC18	12/18/2018	EVALUATION PROJECT/CITY MA	1,244.00
	Voucher:	44749					1,244.00
51982317	12/31/2018	001109	PIERCE COUNTY BUDGET & FIN	CI-261123	12/5/2018	DEC18/POLICE SERVICES	301,996.16
	Voucher:	44750		CI-261390	12/11/2018	NOV18/SPECIAL OT	4,260.06
				CI-261387	12/11/2018	NOV18/SPECIAL OT/TRAFFIC	2,333.29
							308,589.51
51982318	12/31/2018	001109	PIERCE COUNTY BUDGET & FIN	CI-261789	12/20/2018	NOV18/JAIL SERVICES	2,485.50
	Voucher:	44751		CI-261394	11/9/2018	NOV18/INET CHARGES	253.00
							2,738.50
51982319	12/31/2018	024698	PIERCE COUNTY SECURITY, INC.	354255	12/5/2018	#011231/NOV18/CITY HALL	2,240.00
	Voucher:	44752		354737	12/5/2018	#009205/NOV18/CIRQUE PARK	225.00
				354782	12/5/2018	#009206/NOV18/KOBAYASHI	225.00
				354530	12/5/2018	#010740/NOV18/PARADISE PONI	225.00
							2,915.00
51982320	12/31/2018	026207	ROBERTS, CHRISTOPHER O.	122018	12/21/2018	TRAFFIC CONTROL/REGENTS &	607.50
	Voucher:	44753					607.50
51982321	12/31/2018	001382	SAFEGUARD BUSINESS SYSTEM	033218857	12/5/2018	LASER BLANK/AP CHECKSTOCK	240.29
	Voucher:	44754		033224591	12/7/2018	1099 FORMS/W-2 & W3 FORMS/E	152.99
							393.28
51982322	12/31/2018	001124	SAFEWAY, INC.	803447-112018-04	11/20/2018	DUTCH APPLE PIE/WELLNESS E	16.98
	Voucher:	44755					16.98
51982323	12/31/2018	025815	SIGNATURE LANDSCAPE SERVIC	RC000056975	12/1/2018	DEC18/LANDSCAPE MAINT/CUS	14,075.02
	Voucher:	44756					14,075.02
51982324	12/31/2018	026181	SOUND PACIFIC CONSTRUCTION	1805-1	12/10/2018	SIDEWALKS AND RAMPS ON 54T	23,333.33
	Voucher:	44757					23,333.33
51982325	12/31/2018	003008	SPRAGUE PEST SOLUTIONS INC	369099	12/4/2018	PEST CONTROL/WINDMILL VILL	104.41
	Voucher:	44758					104.41

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51982326	12/31/2018	026034	STERLING AUTOMOTIVE SERVIC0026963	12/5/2018	EMISSION TESTING/CITY VEHIC	390.00	390.00
		Voucher: 44759					
51982327	12/31/2018	002613	SUPERIOR LINEN SERVICE,INC. 50478	12/12/2018	OFFICE MAT RENTAL/PUBLIC WK	93.31	93.31
		Voucher: 44760					
51982328	12/31/2018	002097	TACOMA SCREW PRODUCTS INC30000091	12/5/2018	O-RINGS	28.36	28.36
		Voucher: 44761					
51982329	12/31/2018	002823	THOMPSON ELECTRICAL CONST1218-2596CV	12/7/2018	WIRE REPLACEMENT/STREETLI	4,903.97	
		Voucher: 44762	1218-2593CV	12/7/2018	POWER POLE REMOVAL/LIGHT I	719.52	5,623.49
51982330	12/31/2018	001331	UNIVERSITY PLACE REFUSE SV,1051754	12/19/2018	JAN19/BILLING PERIOD/REFUSE	2,623.03	
		Voucher: 44763	1050878	12/19/2018	JAN19/BILLING PERIOD/COMPAC	903.85	3,526.88
51982331	12/31/2018	022099	UP FOR ARTS	REFUND	12/18/2018	REFUND/ATRIUM RENTAL DEPO	250.00
		Voucher: 44764					250.00
51982332	12/31/2018	001153	VERIZON WIRELESS,LLC.	9820246727	12/12/2018	CELL PHONE/PW & PARK MAINT	523.67
		Voucher: 44765					523.67
51982333	12/31/2018	001389	WA STATE PATROL	I19003308	12/5/2018	NOV18/BACKGROUND CHECKS	48.00
		Voucher: 44766					48.00
51982334	12/31/2018	023675	ZEE MEDICAL INC.	68367044	11/29/2018	ANNUAL AED COMPLIANCE MNC	218.70
		Voucher: 44767					218.70
Sub total for BANK OF AMERICA:							604,748.41

57 checks in this report.

Grand Total All Checks: 604,748.41

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

Proposed Council Action:

Authorize the City Manager to execute a Professional Services Agreement with Gray CPA Consulting PC for Finance Professional Services and Consulting in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00).

Agenda No: 8B
Dept. Origin: Finance Department
For Agenda of: January 7, 2019
Exhibits: Professional Service Agreement

Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to form by City Atty.: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure Required: \$45,000.00	Amount Budgeted: \$60,000.00	Appropriation Required: \$0.00
--------------------------------------	---------------------------------	-----------------------------------

SUMMARY / POLICY ISSUES

The City has contracted with Gray CPA Consulting, PC for CAFR preparation assistance and finance consulting since 2016. Gray CPA was selected after obtaining quotes from several firms. Gray CPA Consulting, PC has extensive knowledge of the Caseware software that is used for preparing the CAFR, as well as knowledge of the cities policies, procedures and financial records.

Staff is requesting authorization for the City Manager to execute an agreement in an amount not to exceed \$45,000. This agreement is within the adopted budget amount of \$60,000 for Financial Professional Services and Consulting.

RECOMMENDATION / MOTION

MOVE TO: Authorize the City Manager to execute a Professional Services Agreement with Gray CPA Consulting PC for Finance Professional Services and Consulting in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00).

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is dated effective this 1st day of January, 2019. The parties ("Parties") to this Agreement are the City of University Place, a Washington municipal corporation ("City"), and Gray CPA Consulting, PC, ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision in the capacity of an Accountant, who is experienced in governmental accounting and is familiar with the City's municipal code, resolutions, regulations and policies.

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 The Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A," attached hereto and incorporated by this reference ("Services").

1.2 Compliance With Laws. All duties of the Contractor or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Contractor shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All duties by the Contractor or his designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

2. TERM.

The Term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than

December 31, 2019. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. TERMINATION.

Prior to expiration of the term, this Agreement may be terminated immediately, with or without cause, by the City. The Contractor may cancel this Agreement only upon thirty (30) days prior written notice to the City.

4. COMPENSATION.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay an amount not to exceed \$45,000 plus any travel expenses required for on-site work.

4.2 Compensation Rates. Compensation for Services shall be in accordance with the rates set forth in Attachment "A," attached hereto and incorporated by this reference.

4.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

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

5. REPRESENTATIONS.

The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of

employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Contractor's ability to perform the Services. The Contractor agrees to resolve any conflict in favor of the City.

7. INDEMNIFICATION.

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

8. INSURANCE.

The Contractor shall purchase and maintain the following insurance during the course of the agreement:

1. Automobile Liability with limits not less than one million (\$1,000,000.00) combined single limit.
2. Professional Liability with a limit of not less than one million (\$1,000,000.00) per claim.

The Contractor shall furnish a certificate or certificates of insurance to the City evidencing the required insurance before commencing any work. The Contractor shall give the City thirty (30) days' written notice of cancellation of any such policy(ies).

9. EQUAL OPPORTUNITY EMPLOYER.

The Contractor agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

10. CONFIDENTIALITY.

The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

11. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

12. BOOKS AND RECORDS.

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

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

14.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

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

14.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

14.6 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

14.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

14.8 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.

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

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

14.11 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

14.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

14.13 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

CONTRACTOR

CITY OF UNIVERSITY PLACE

By: _____

Printed Name: Gail Gray

Title: Principal

Address: 9008 Rolling Oak Ct
Montgomery, TX 77316

Date: _____

Printed Name: Stephen Sugg

Title: City Manager

Address: 3715 Bridgeport Way W.
University Place, WA 98466-4456

Date: _____

Approved as to form:

Matt Kaser, City Attorney

ATTACHMENT A

TO INCLUDE:

2018 CAFR Prep Assistance
Financial Statements
Notes to the Financial Statements
Management's Discussion & Analysis
Statistical Tables 1, 2, 3, 4, 5, and 23
Fixed Assets/Depreciation
GASB 68 Calculations
GASB Implementations
Assistance/Availability during State Audit

Hourly Rates:

Staff rates range from \$40 per hour to \$165. Key staff rates are as follows:

- Programmer, \$90 per hour, billed in half-hour increments
- Accountant-Programmer \$140 per hour, billed in 15-min increments
- CPA \$165 per hour billed in 15-min increments

STUDY SESSION

Memo

DATE: January 7, 2019
TO: City Council
FROM: Matt Kaser, City Attorney
SUBJECT: MCImetro Franchise

BACKGROUND

MCImetro, D/B/A/ Verizon, has applied for a non-exclusive franchise for the purposes of providing telecommunications services through, over and under the rights-of-way of the City of University Place.

Currently the City of University Place has provided similar non-exclusive franchise agreements with one other telecommunications service providers: Zayo. The current proposal for MCImetro is in alignment with this other agreement and will not adversely impact City rights-of-way. MCImetro has also sought approval and been awarded a franchise by the City of Lakewood and, we understand, is in the process of beginning talks with the City of Fircrest for a similar franchise.

MCImetro originally approached the City one year ago for a franchise. As its original letter indicates, they intend to offer one or more of the following services to business and government customers: competitive local exchange, voice and data communication services, internet access, private line service, among others. Of note, MCImetro plans to deploy fiber only to cell sites located on existing structures with no new structures planned.

RECOMMENDATION

Authorize the City manager to bring forward an Ordinance authorizing MCImetro, D/B/A Verizon, to provide telecommunication services in the City of University PLace as reflected in the attached proposed Ordinance.

Karen A. Williams
Right-of-Way Specialist
Verizon Network Engineering & Operations



Mail Code: HQE02E79
600 Hidden Ridge
Irving, TX 75038
work: 469-262-7705
Karen.williams2@verizon.com

December 6, 2017

Steve Sugg
City Manager
City of University Place
3715 Bridgeport Way West
University Place, WA 98466
(253)460-2527

Delivered via email to: SSugg@CityofUP.com

Subject: Fiber Optic Communications Network Construction Project

Dear Mr. Sugg:

Verizon, through its wholly owned subsidiary MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("MCImetro"), is planning to construct a fiber optic communications network in the public rights-of-way of your community. MCImetro became a wholly-owned subsidiary of Verizon by virtue of Verizon's acquisition of MCI in 2006. MCImetro is a competitive telecommunications company, authorized to provide telecommunications services throughout the State of Washington. Attached is the Authority to Operate as issued by the Washington Utilities and Transportation Commission along with documentation filed with the Washington Secretary of State office.

MCImetro intends to offer one or more of the following services to business and government customers: competitive local exchange, voice and data communications services, internet access, private line service, cell site front-haul and back-haul capacity using fiber optic cables, and leasing of conduit and dark fiber to third parties as well as future services when they become available. At this time, MCImetro does not intend to offer services to residential customers. MCImetro will not offer residential cable TV video service or personal wireless service.

MCImetro will deploy fiber-optic facilities to existing and new cell site locations, as well as, business customers within your community. MCImetro plans to deploy fiber only to cell sites located on existing structures, such as cell towers, buildings, water towers, or parking garages. No new structures are planned. Fiber-optic cable will be installed within the public right-of-way either underground within conduit or aerial upon poles. MCImetro has no plans to construct, own, or operate any wireless equipment anywhere within your community. Verizon Wireless will be working separately with your community with respect to any plans Verizon Wireless might

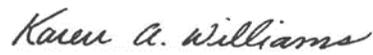
have to deploy wireless equipment within the community limits (whether in public right of way or on private property).

MCImetro hereby requests information and forms required by your community for construction of a fiber optic telecommunications system within your community's public rights-of-way. MCImetro will apply for site specific construction permits once detailed engineering plans are finalized.

If other departments or organizations within your community should also be involved in this process, please forward this message as appropriate.

Please contact me at 469-262-7705 or via email karen.williams2@verizon.com concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "Karen A. Williams".

Karen A. Williams
Right-of-Way Specialist

CC: David Swindale, Development Services Director
DSwindale@CityofUP.com
(253)460-2519

Franchise Application City of University Place

OVERVIEW

The information requested below is the first step in the process of acquiring a franchise with the City of University Place. Upon receiving your response, we will contact you to arrange a preliminary meeting between your representatives and City staff. The meeting will be an opportunity for both parties to get further information.

DEFINITIONS

“Applicant” is the entity to which the franchise will be issued.

“Authorized Person” is the person authorized by Applicant to complete and file the application on behalf of Applicant and who is authorized to receive any notices on behalf of Applicant of any action taken by the City regarding the franchise application.

“Utility System” shall mean collectively the facilities, appurtenances, and equipment of Applicant that are used to provide a service or services, whether or not such service is provided to the public.

SPECIFICS

Please provide the following information on company letterhead prior to the preliminary meeting:

1. Provide the following contact information for the Authorized Person:
 - a. Name; Karen A. Williams
 - b. Title; Franchise Specialist
 - c. Mailing Address; 600 Hidden Ridge, HQE02E79, Irving, TX 75038
 - d. URL;
 - e. Phone Number; 469-262-7705
 - f. Electronic Mail Address: karen.williams2@verizon.com.

2. State the legal and dba names, mailing address, Washington tax number, and phone number of Applicant.

MCImetro Access Transmission Service Corp. d/b/a Verizon Access Transmission Services
600 Hidden Ridge, E02E102
Irving, TX 75038
972-457-7420
Washington Tax Number (UBI): 601-882-281

3. If a corporation, state the name and address of the registered agent of Applicant in Washington State, and the state of incorporation of Applicant.

Franchise Application City of University Place

MCImetro was incorporated in the state of Delaware. Its registered agent in the State of Washington is:

C T Corporation System
711 Capitol Way S
Suite 204
Olympia, WA 98501

4. If Applicant is something other than a corporation, such as a partnership or limited liability company, state the names and business addresses of the principals.

N/A

5. As to any portion of the Utility System Applicant intends to initially install, and to any such portion of the Utility System currently existing, within the public rights-of-way, describe and identify:

a. The route of the Utility System;

Please see Exhibit 1.

b. The approximate linear feet of overhead and underground Utility System facilities;

33,832 linear feet

c. The construction techniques that Applicant proposes to use for underground installations;

Directional Bore and/or Open Trench and installation of HDPE or steel conduits (conduit size will vary between 1*2", 2*2", or 1*4"). Fiber Optic Cable (armored and dielectric) varying in sizes of 12-864 cts will be installed in the conduit.

d. The type of overhead and underground Utility System facilities;

Aerial Facilities - Installation of 6.6M strand and fiber optic cable onto existing poles. Fiber Optic Cable (armored and dielectric) varying in sizes of 12-864 cts will be installed in the conduit.

Underground Facilities – see c.

e. The size of equipment cabinets, shielding, and electronics that will be installed; and

MCI Metro will not be installing Equipment cabinets and electronics in the right-of-way.

Franchise Application City of University Place

- f. The power sources that will be used and a description of the noise, exhaust, and pollutants, if any, that will be generated by the operation of the same.

MCI Metro will not be installing power sources in the right-of-way.

6. The application will not be deemed complete without Applicant first depositing with the City Clerk a **\$2,500.00** application fee deposit. The application fee deposit is established to allow the City to recover its costs incurred in receiving, reviewing, processing, considering, denying, or approving the application for issuance of a franchise. Applicant shall be entitled to a return of any excess amount.

7. The City may request such additional information as it finds necessary and which may be lawfully required.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, GRANTING A TWENTY-YEAR FRANCHISE TO MCI METRO ACCESS TRANSMISSION SERVICE CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, TO PROVIDE A TELECOMMUNICATIONS SYSTEM WITHIN THE CITY

Whereas, MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington, and the City of University Place have engaged in negotiations regarding permitting MCImetro Access Transmission Service Corp. to install, construct, operate, maintain and repair telecommunications facilities and a network system in certain rights-of-way of the City; and

Whereas MCImetro Access Transmission Service Corp. and the City desire to enter into an agreement authorizing MCImetro Access Transmission Service Corp. to use certain portions of the right of way in the City for its telecommunications system subject to certain conditions and restrictions;

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

Section 1. Granting a Telecommunication Franchise to MCImetro Access Transmission Service Corp. MCImetro Access Transmission Service Corp. is hereby granted a franchise to construct, maintain and provide telecommunication services, as set forth in the Telecommunications Right-of-Way Use Franchise Agreement between the City of University Place and MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

Section 3. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward copies of this ordinance to the franchisee and permit holder as set forth in this ordinance.

Section 4. Publication and Effective Date. This Ordinance has been submitted to the University Place City Attorney; granted an approving vote of at least a majority of the University Place City Council at a regular meeting after initial introduction on _____; and has been published in a summary at least once in a newspaper of general circulation in the City of University Place prior to adoption.

This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage by the University Place City Council and publication in the summary form attached to the original of this Ordinance and by this reference approved by the City Council.

PASSED BY THE CITY COUNCIL ON _____, 2018.

Kent Keel, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Date of Publication: xx/xx/xx

Effective Date: xx/xx/xx

Exhibit A

TELECOMMUNICATIONS RIGHT-OF-WAY USE

FRANCHISE AGREEMENT

Whereas, MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington ("COMPANY"), and the City of University Place ("City") have engaged in negotiations regarding permitting the COMPANY to install, operate and maintain a telecommunications system in certain rights-of-way of the City ("Agreement"); and

Whereas COMPANY and the City desire to enter into an agreement authorizing COMPANY to use certain portions of the right of way in the City for its communication system subject to certain conditions and restrictions; now therefore, COMPANY and the City agree as follows:

Agreement

A. COMPANY is authorized to use those certain City rights-of-way as specified in the Scope of Work, Attachment A, for the purpose of constructing, replacing, maintaining and using equipment and facilities for a telecommunications system provided they shall first obtain all necessary permits and authorizations required by the City. Such permits and authorizations shall be issued subject to the provisions of the University Place Municipal Code and the General conditions set forth in this Agreement, which General Conditions shall be incorporated by reference in such permits and authorizations as if fully set forth in whole therein. Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies and standards. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers.

B. COMPANY and the City recognize that the rights-of-way authorized to be used by COMPANY pursuant to Paragraph A above will permit COMPANY to construct its telecommunications system. COMPANY and the City further recognize that COMPANY may need to utilize substantial additional rights-of-way in order to be able to provide service to its customers. COMPANY agrees to cooperate with the City's Public Works and Planning and Development Services Departments to identify and evaluate those additional rights-of-way necessary for COMPANY to serve its customers. Priority shall be given to use of those rights-of-way, construction upon which can be coordinated with other City and private construction activities in a manner that will least impact the existing condition of the rights-of-way, the traffic during construction, and the adjacent neighborhoods during construction and after installation. The Director of the Public Works Department or other person designated by the City Manager, shall be authorized to

approve the use by COMPANY of such additional rights-of-way requested by COMPANY which the Director deems appropriate.

Any additional rights-of-way authorized for use by the Director from time to time shall be listed and made an addendum to Attachment A.

C. Compensation and Financial Provisions

1. Fees; Taxes.

1.1 State Prohibition of Franchise Fee. The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee. COMPANY agrees that if this statutory prohibition is removed, the City may assess a reasonable franchise fee to be agreed to by the parties. The parties agree that this Section does not limit the right of COMPANY to challenge the franchise fee pursuant to 47 USC §253.

1.2 COMPANY Subject to the City Telephone Business Tax. COMPANY agrees that all or a portion of its services offered in the City of University Place may be specifically taxable as a telephone business under University Place Municipal Code 4.35 and are taxable at the rate specified in University Place Municipal Code 4.35 now in effect or as amended, which at the time of the execution of this Franchise Agreement is six percent (6%) of COMPANY'S total gross income. It is agreed that the amount of total gross income to be taxed will include the amount of tax imposed on COMPANY by City ordinance. This Franchise does not limit the City's power of taxation. Company's services may include: competitive exchange service, data transport service, internet access service, cell site front- and back-haul and facilities leasing to affiliates and third parties.

1.3 COMPANY obligated to Pay Administrative Costs. In accord with RCW 35.21.860 as presently effective and as it may be later amended, COMPANY must pay the City an amount sufficient to recover administration expenses incurred in receiving and approving this Franchise, including, but not limited to, the reasonable costs of outside consultants retained by the City to assist in the City's consideration and processing of this Franchise application. The first \$2,500 of said expenses will be covered by the \$2,500 application fee deposited with the City. COMPANY will also pay the reasonable costs of enforcing or, as necessary, reviewing the provisions of this Franchise, as well as costs involved with the modification, amendment, renewal, or transfer of this Franchise as ordered by the City Manager, whether such costs result from accrued in-house staff time or out-of-pocket expenses or administrative costs, as well as expenses of retaining independent technical, legal, or financial consultants or advisors; or whether relating to costs incurred due to initial system development or to future system expansion. The amount of payment to be made by COMPANY to cover these administrative costs is an amount determined to be reasonable by the City

Manager. Such obligation further includes municipal fees related to receiving and approving permits or licenses, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to Chapter 43.21C RCW. Said fees must be paid within 30 days of receipt of the City's billing therefor.

1.4 Manner of Payment; Audit. COMPANY shall make all required fee payments in the form, intervals, and manner requested by the City Finance Director and shall furnish him/her any information related to his/her revenue collection functions reasonably requested. In case of audit, the City Finance Director may require COMPANY to furnish a verified statement of compliance with COMPANY'S obligations or in response to any questions. Said certificate may be required from an independent, certified public accountant at COMPANY'S expense. All audits will take place on COMPANY'S premises or offices furnished by COMPANY, which shall be a location within the City of University Place or other mutually agreeable place; however, COMPANY must agree to pay the associated costs. COMPANY agrees, upon request of the City Finance Director, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Finance Director on the same day as filed, postage prepaid, affecting any of COMPANY'S facilities or business operations in the City of University Place.

1.5 No Other Deductions. Subject to federal law and regulation, no deductions, including current or previously paid fees, shall be subtracted from the gross income amount upon which payments are calculated and due for any period, nor shall copyright fees or other license fees paid by COMPANY be subtracted from the gross income for purposes of calculating payments.

1.6 Late Payments. Any fees owing which remain unpaid more than 10 days after the dates specified herein shall be delinquent and shall thereafter accrue interest at 12 percent per annum or 2 percent above highest prime lending rate published daily in the Wall Street Journal during the period the payment is due but unpaid, whichever is greater.

1.7 Period of Limitations. The period of limitation for recovery of any fee payable hereunder shall be six years from the date on which payment by COMPANY is due, subject to tolling as provided as a matter of law or equity.

2. Auditing and Financial Records.

COMPANY shall manage all of its operations in accordance with a policy of keeping books and records open and accessible to the City. Without limiting its obligations under this Franchise, COMPANY agrees that it will collect and make available books and records for inspection and copying by the City in accordance with UPMC 4.35. COMPANY shall be responsible for collecting the information and producing it. Books and records shall be produced to the City at the City Hall or such other location as the parties may agree. Notwithstanding any provision of UPMC 4.35 or this Franchise, if

documents are too voluminous or for security reasons cannot be produced at the City Hall or mutually agreeable location within the City, then COMPANY may produce the material at another central location, provided it also agrees to pay the additional reasonable costs incurred by the City in reviewing the materials.

COMPANY shall take all steps required if any, to ensure that it is able to provide the City all information which must be provided or may be requested under UPMC 4.35 or this Franchise, including by providing appropriate subscriber privacy notices. Nothing in this section shall be read to require COMPANY to violate 47 USC §551. COMPANY shall be responsible for redacting any data that federal law prevents it from providing to the City. Records shall be kept for at least six years. In addition to maintaining all records as required by UPMC 4.35, COMPANY shall maintain records sufficient to show its compliance with the requirements of this Franchise and shall produce those records within 30 days of a City request.

COMPANY agrees to meet with a representative of the City upon request to review its methodology of record-keeping, financial reporting, computing fee obligations, and other procedures, the understanding of which the City deems necessary for understanding the meaning of reports and records.

In exercising its rights under this section, the City agrees to request access to only those books and records which it deems reasonably necessary as part of a bona fide exercise of its authority over the telecommunications system under the Franchise, UPMC 4.35, or other applicable law.

The City also reserves its right to charge site specific charges for the use of City right-of-way for placement of personal wireless services equipment or facilities as provided in RCW 35.21.860(e).

D. This Agreement shall be in effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall be automatically renewed for three (3) additional five (5) year period(s) thereafter.

E. This Agreement may be terminated if COMPANY fails to commence construction of its facilities/system within one year of the effective date of this Agreement unless otherwise agreed to in writing by the City.

F. To the extent that COMPANY makes the facilities and/or services available to other governmental entities within the State of Washington, COMPANY shall also make such facilities and services available to the City at similar rates and on similar terms and conditions unless otherwise prohibited or restricted by state or federal laws, regulations, or tariffs.

G. The General Conditions referenced in paragraph A are as follows:

1. Permits and Authorizations. COMPANY shall apply for and obtain all necessary permits and authorizations prior to the construction, installation and operation of its telecommunications system in those certain rights-of-way specified in Attachment A.

2. Installation of Equipment.

2.1 All facilities shall be installed and maintained at such locations shown in Attachment A, and subsequent amendments to Attachment A, as may be approved by the City so as to least interfere with existing and planned utilities and with the free passage of traffic, in accordance with the laws of the State of Washington and the ordinances and standards of the City regulating such construction. For purposes of this Section 2, "planned" shall mean utilities which the City intends to construct in the future, which intent is evidenced by the inclusion of said utility project in the Capital Facilities Plan, a comprehensive plan or other written construction or planning schedule. No permit condition shall conflict with or waive any requirement of the University Place Municipal Code for the construction of said facilities.

2.2 In areas of the City where all utilities are underground when COMPANY installs new or extended facilities, COMPANY shall install its facilities underground in such areas. In areas of the City where existing above ground communication utility installations are in place, when COMPANY installs new or extended facilities, COMPANY may install its facilities above ground in such areas, provided such overhead installation does not interfere with the operation and use of the public right-of-way including traffic operations, sight distance, street lighting, and street trees. New service lines shall be placed underground between the transmission lines and the associated building in all locations.

2.3 If, during the term of this Franchise, the City shall direct the COMPANY to replace (convert) its overhead facilities then existing within the Franchise area or portion thereof with underground facilities, the COMPANY will cooperate and participate with the City and underground its facilities within the Franchise area including paying all costs thereof.

2.4 If the City undertakes any public works improvement which would otherwise require relocation of COMPANY'S above-ground facilities in accordance with Section 3 below, the City may, by written notice to COMPANY, direct that COMPANY convert any such facilities to underground facilities. All costs for such conversion shall be paid by the COMPANY.

3. Relocation.

3.1 Whenever the City undertakes or approves the construction of any sewer or storm drainage line or other street improvement project (including, without limitation, installation of traffic signals, street lights, sidewalks and pedestrian

amenities wherein the facility so constructed or approved is or shall become, by gift, transfer, dedication or otherwise, a public facility owned, maintained or operated by the City) and such project necessitates the relocation of COMPANY's then existing facilities, the City shall:

3.1.1 Provide COMPANY, at least ninety (90) days prior to the commencement of such improvement project, written notice requiring such relocation; and

3.1.2 Provide COMPANY with copies of preliminary plans depicting the proposed alignment of such street improvement project so that COMPANY may relocate its facilities to accommodate such street improvement project.

3.1.3 After receipt of such notice, COMPANY shall complete the relocation of such facilities at no charge or expense to the City so as to accommodate the improvement project construction schedule.

3.2 If the City requires the subsequent relocation of any facility within five years of the date of relocation of such facility pursuant to subsection 3.1 above, the City shall bear the entire cost of such relocation.

3.3 The provisions of this Section 3 shall in no manner preclude or restrict COMPANY from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities.

3.4 Should COMPANY elect to relocate all of its facilities to non-City owned facilities, this Right of Way Use Agreement shall be terminated and be of no further force and effect, effective as of the date COMPANY provides written notice that it has fully relocated said facilities.

4. Repairs. If the City requires the relocation (temporary or permanent) of COMPANY's facilities for the purpose of repairing or maintaining any City owned, operated or maintained facility, COMPANY shall make such relocation at no cost to the City.

5. Record of Installations.

5.1 As a condition of this Right of Way Use Agreement, COMPANY shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records, including revealing the final location and condition of its facilities within the rights-of-way. Such records shall be provided in a format acceptable to the City. With respect to excavations by COMPANY near any other facilities in the rights-of-way, COMPANY and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable State law.

5.2 Upon written request of the City, COMPANY shall provide the City with the most recent update available of any plan of potential improvements to its facilities that are subject to this Right of Way Use Agreement; provided, however, any such plan submitted shall be for informational purposes only and shall not obligate COMPANY to undertake any specific improvements, nor shall such plan be construed as a proposal to undertake any specific improvements. The City agrees not to disclose such information unless required to do so pursuant to chapter 42.56 RCW. In any event, the City agrees to notify COMPANY of the anticipated disclosure of such information at least five (5) days prior to such disclosure.

6. Shared Use of Excavations.

6.1 If at any time, or from time to time, either COMPANY or the City shall cause excavations to be made near facilities, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (i) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (ii) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

6.2 Joint Trench. The City reserves the right to require COMPANY to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

7. Restoration After Construction. COMPANY shall, after construction, maintenance or repair of facilities, leave the area in as good or better condition in all respects as it was in before the commencement of such construction, maintenance or repairs. All concrete-encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to City standards and specifications. COMPANY agrees to promptly complete restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

8. Hold Harmless and Indemnity.

8.1 COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, caused by COMPANY or its use of the rights-of-way, including, but not limited to, COMPANY, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's employees, elected and appointed officials and agents, contractors and all third parties. COMPANY shall further indemnify, save harmless and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by COMPANY or

caused, in whole or in part, by the presence of COMPANY or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City rights-of-way or City utilities. Such indemnification will not extend to damages, claims, or demands that are caused by the sole negligence or intentional misconduct of the City, its employees, agents or contractors or a third party.

8.2 This indemnification, hold harmless, and defense agreement includes the promise that COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands of any kind on account of COMPANY's violation of city, county, state or federal laws relating to environmental health except to the extent caused by the negligence of the City, its employees, agents or contractors.

8.3 COMPANY agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, COMPANY, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from COMPANY.

9. Insurance. COMPANY shall maintain in full force and effect throughout the term of this Agreement the following:

9.1 One Million Dollars (\$1,000,000) comprehensive general liability insurance for bodily injury or death to any one person; and

9.2 Two Million Dollars (\$2,000,000) comprehensive general liability insurance for bodily injury or death resulting from any one accident;

9.3 One Million Dollars (\$1,000,000) comprehensive general liability insurance for property damage resulting from any one accident; and

9.4 The City shall be named as an additional insured on any policy for the purposes of any actions performed under this Agreement.

10. Civil Penalties and Additional Relief.

10.1 The COMPANY, and the officers, directors, and employees of the COMPANY or any agent, subcontractor or other person acting on behalf of the COMPANY failing to comply with any of the provisions of this Agreement shall be subject to a civil penalty in the manner and to the extent provided for in Chapter 1.20 UPMC. A monetary penalty in an amount not more than \$500.00 per day for

each day of violation may be assessed and abatement required as provided therein.

10.2 In addition to any penalty which may be imposed by the City, any person violating or failing to comply with any of the provisions of this Agreement shall be liable for any and all damage to City property or rights-of-way arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.

10.3 Notwithstanding any other provision herein, the City may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this Agreement when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties set forth in this section, violation of any provision of this Agreement may also result in the revocation of any rights-of-way use agreement, rights-of-way use permit, facilities lease, or other authorization.

10.4 Nothing in this Section shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Agreement.

11. Non-Exclusive. The rights and privileges herein granted shall not be deemed exclusive and the right is hereby reserved to the City to grant to any other person, company, corporation or association, including the City, the right to exercise the rights and privileges herein granted; provided that such grant to any other person, company, corporation or association, including the City, does not disturb or affect the rights and privileges herein granted to COMPANY.

12. Police Powers. Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. COMPANY shall not by this Agreement obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Agreement. This Agreement and the permits and authorizations issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits and authorizations.

13. Construction Permit Required. Prior to the performance of any work in any public rights-of-way, and in addition to any other permits required by law, COMPANY shall apply for and obtain from the City, a Right of Way Use Permit, which application and Permit shall comply with all applicable City ordinances, regulations or standards. If the City reasonably determines that there is a potential for injury, damage or expense to the City as a result COMPANY's use of the rights-of-way the City may require COMPANY to provide additional security in a form acceptable to the City, for activities described in the subject permit.

14. Modifications of Terms and Conditions.

14.1 General. The City and COMPANY hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provision of this Section.

14.2 Participation. At any time during the term of this Franchise, the City or COMPANY may request, by written notice, that the other promptly participate in negotiations to alter, amend or modify the terms and condition of this Franchise.

14.3 Process. Within a reasonable time after receipt of the notice, the City and COMPANY shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor COMPANY shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or COMPANY to agree to any proposed alteration, amendment or modification.

14.4 Negotiations. Neither the City nor COMPANY shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and COMPANY may agree to continue such negotiations for an additional period of time.

14.5 Ordinance. Any alteration, amendment or modification to which the City and COMPANY agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless COMPANY properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

14.6 Facilities – Limited. It is the understanding of the parties that this Franchise is limited to facilities to provide Telecommunications Service. The parties to this agreement acknowledge that if the COMPANY endeavors to provide services or utilities beyond the scope of this agreement, such additional services or utilities may be added to this Franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

H. Interference. The City shall not use, nor shall the City permit others to use, any portion of the right-of-way in any way which unreasonably interferes with the operation of COMPANY's facilities in the locations authorized under this Agreement. COMPANY shall provide notice to the City of such interference and the City and COMPANY shall then cooperatively work to eliminate or substantially mitigate such interference.

I. Abandonment or Non-Use of Facilities. In the event COMPANY discontinues commercial use of any facility located in any City right-of-way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon ninety (90) days' written notice from the City to COMPANY, require removal of all such facilities from the City rights-of-way at COMPANY's sole expense. If COMPANY fails to remove such facilities upon proper notice from the City, the City may remove such facilities and COMPANY shall be responsible for reimbursing the City for the City's cost of removal. Notwithstanding any other provision of this Agreement, the City may permit COMPANY to abandon such facilities in place; however, no facilities of any type may be abandoned in place without the express written consent of the City. Upon permanent abandonment, the facilities shall become the property of the City, and COMPANY shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring ownership of such facilities to the City. The provisions of this Section shall survive the expiration, revocation or termination of this Agreement.

J. Severability. If any term, provision, condition, or portion of this Agreement shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Agreement shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

K. Transferability. The rights and privileges granted to COMPANY as provided in this Agreement may only be assigned or transferred to another entity with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. However, COMPANY may assign or transfer the rights and privileges granted herein to any affiliate, parent or subsidiary of COMPANY, or to an entity with or into which COMPANY may merge or consolidate, or to an entity which controls, is controlled by, or is under common control with such entity or to any purchaser of all or substantially all of the assets of COMPANY without the requirement for City approval, so long as the successor provides written notice to the City that it agrees to be fully liable to the City for compliance with all terms and conditions of this Agreement.

L. Reimbursement of City. COMPANY shall reimburse the City, upon submittal by the City of an itemized billing by project costs, for COMPANY's proportionate share of all actual, identifiable and reasonable expenses incurred by the City in planning, designing, constructing, installing, repairing or altering any City facility as the result of the actual or proposed presence in the rights-of-way of COMPANY's facilities. Such costs and expenses shall include but not be limited to the proportionate cost of City personnel utilized to oversee or engage in any work in the rights-of-way as the result of the presence of COMPANY's facility in the rights-of-way. Such costs and expenses shall also include the proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of facilities or the routing or rerouting of any utilities so as not to interfere with facilities. The time of City employees shall be charged at their respective rate of salary, including overtime if utilized, plus benefits (approximately 22% of salary) and overhead. Any other costs will be billed proportionately on an actual cost basis. All billing will be itemized so as to specifically identify the costs and expenses for each project

for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide COMPANY with the City's itemization of costs at the conclusion of each project for information purposes.

M. Effective Date. This Agreement shall take effect upon execution by both parties to this Agreement, and after five (5) days from and after passage by the University Place City Council and publication of the Ordinance summary.

N. Miscellaneous.

1. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

2. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

4. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

CITY: Stephen P. Sugg
City Manager
City of University Place
3715 Bridgeport Way W.
University Place, WA 98466

COMPANY: MCImetro Access Transmission Service Corp. d/b/a Verizon Access
Transmission Services
600 Hidden Ridge, E02E102
Irving, TX 75038
Attn: Franchise Manager

with a copy (except for invoices) to:

Verizon Business Services
1320 N. Courthouse Road, Suite 900

Arlington, VA 22201
Attn: General Counsel, Network & Technology

The City or COMPANY may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received five (5) days after placing in U.S. Mail, certified, or the next day after sending via overnight delivery.

5. This Agreement shall be governed by the laws of the State of Washington, with venue in Pierce County.

6. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

7. All Riders and Exhibits annexed hereto form material parts of this Agreement.

8. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as follows.

CITY:

COMPANY:

City of University Place

**MCImetro Access Transmission
Service Corp. d/b/a Verizon Access
Transmission Services**

By: _____

By: _____

Stephen P. Sugg
City Manager

Its _____

Date: _____

Date: _____

ATTACHMENT A – SCOPE OF WORK

COMPANY is authorized to place its facilities in the public rights-of-way within the municipal boundaries of City, subject to applying for and obtaining all necessary permits and authorizations prior to the construction, installation and operation of its telecommunications system.

COMPANY may not place wireless equipment (such as radios or antennas) for the provision of wireless service. COMPANY may place cable to such wireless equipment consistent with the terms of this Ordinance.