

**UNIVERSITY PLACE CITY COUNCIL
Regular Council Meeting
Monday, April 20, 2020, 6:30 p.m.**



Note: Times are approximate and subject to change.

PUBLIC NOTICE

The University Place City Council will REMOTELY hold its scheduled meetings to ensure essential city functions continue. However, due to Governor Inslee's Emergency Proclamation 20-25 Stay Home – Stay Healthy issued on March 23, 2020, there will be no in-person attendance by members of the public.

Members of the public can virtually attend City Council meetings by watching them live at <http://ow.ly/nEvS50zhxQI>, using a media-source extension (MSE)-enabled web browser like Chrome, Firefox, or Edge (Safari is not currently supported), or by dialing into listen audibly-only to 1.509.342.7253, using Conference ID 740 880 099#.

Participation in Public Comments and public testimony on Public Hearings will only be accepted via email at this time. Comments should be sent to Emy Genetia, City Clerk at Egenetia@cityofup.com. Comments received up to one hour (i.e., 5:30 p.m.) before the meeting will be provided to the City Council electronically. Comments received after that deadline will be provided to the City Council after the meeting.

In the event of technical difficulties or the absence of a quorum, all items on this agenda shall be carried over to the agenda for the May 4, 2020 Regular Meeting.

AGENDA

- 6:30 pm **1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 6:35 pm **3. PLEDGE OF ALLEGIANCE – Councilmember Figueroa**
- 4. APPROVAL OF AGENDA**
- 6:40 pm **5. PUBLIC COMMENTS** – (Participation in Public Comments will only be accepted via email at this time. Comments should be sent to Emy Genetia, City Clerk at Egenetia@cityofup.com. Comments received up to one hour before the meeting will be provided to the City Council electronically. Comments received after that deadline will be provided to the City Council after the meeting.)
- 6:45 pm **6A. – CONSENT AGENDA**
- 6G. 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. Approve the minutes of the March 16, 2020 Council meeting as submitted.**
- B. Receive and File: Payroll for periods ending 03/13/20, 03/30/20 and 04/15/20; and Claims dated 03/13/20.**
- C. Receive and File: Arbor Day Proclamation.**
- D. Confirm Emergency Order #2 and Emergency Order #3 issued by the City Manager in response to the COVID-19 Emergency.**
- E. Authorize the payment of \$53,172.28 for the Rainier Communications Commission invoices for 2020 RCC membership dues covering January 1, 2020 through December 31, 2020.**
- F. Authorize the City Manager to execute a Local Agency Agreement with KPFF for survey services, as required for construction of the 67th Avenue Phase I project in the amount no to exceed One Hundred Seventy-Three Thousand Eight Hundred Fifty-Eight Dollars (\$173,858.00).**
- G. Authorize the City Manager to execute a contract extension with ABM Industrial Group for janitorial services for City facilities in the amount of Sixty-Six Thousand Three Hundred Twelve Dollars (\$66,312.00).**

- 6:50 pm **7. CITY MANAGER & COUNCIL COMMENTS/REPORTS** - (Report items/topics of interest from outside designated agencies represented by Council members, e.g., AWC, PRSC, Pierce Transit, RCC, etc., and follow-ups on items of interest to Council and the community.)
- 7:00 pm **8. ADJOURNMENT**

*PRELIMINARY CITY COUNCIL AGENDA

May 4, 2020

Regular Council Meeting

May 18, 2020

Regular Council Meeting

June 1, 2020

Regular Council Meeting

June 15, 2020

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 CONSENT AGENDA

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, March 16, 2020
City Council Chambers, Market Place West**

1. CALL REGULAR MEETING TO ORDER

Mayor Belleci 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 Flemming	Present
Councilmember Keel	Excused
Councilmember Pro Tem Lee	Excused
Councilmember McCluskey	Present
Mayor Pro Tem Worthington	Present
Mayor Belleci	Present

Staff Present: City Manager Sugg, Human Resources Manager Petorak, Public Safety Administrator Hales, Engineering and Capital Projects Director Ecklund, Public Works, Parks & Facilities Director Cooper, City Attorney Kaser and City Clerk Genetia

MOTION: By Councilmember Flemming, seconded by Councilmember Figueroa, to excuse the absences of Councilmember Keel and Councilmember Pro Tem Lee.

The motion carried.

3. PLEDGE OF ALLEGIANCE

Councilmember Flemming led Council in the Pledge of Allegiance.

4. APPROVAL OF AGENDA

MOTION: By Mayor Pro Tem Worthington, seconded by Councilmember Flemming, to amend the Agenda to remove Item 10 – Court Services Agreements and Item 11 – Parks Capital Improvement Project List from study session and add Certification of Existence of Emergency to Council Consideration, and Council training on Office 365, including Microsoft Teams after Executive Session.

The motion carried.

MOTION: By Councilmember Flemming, seconded by Councilmember Figueroa, to approve the agenda as amended.

The motion carried.

5. PUBLIC COMMENTS – None.

6. CONSENT AGENDA

MOTION: By Councilmember Flemming, seconded by Councilmember Figueroa, to approve the Consent Agenda as follows:

- A. Approve the minutes of the March 2, 2020 Council meeting as submitted.
- B. Receive and File: Payroll for period ending 02/29/20; and Claims (2) dated 02/28/20.
- C. Authorize the City Manager to execute the purchasing contract documents with Game Time/Great Western Recreation for the Colegate Park Playground improvements in the amount of \$55,892.94 including tax.
- D. Adopt a Resolution adopting the updated Parks, Recreation and Open Space (PROS) Plan. **(RESOLUTION NO. 914)**

The motion carried.

COUNCIL CONSIDERATION

7. UNIVERSITY PLACE ADA TRANSITION PLAN

Staff Report – Engineering and Capital Projects Director Ecklund presented a resolution that would adopt the 2020 updates to the City's Americans with Disabilities Act (ADA). He indicated that under Title II of the Americans with Disabilities Act (ADA), the City is required to develop, implement and update its ADA Transition Plan. The purpose of the Plan is to evaluate existing public pedestrian facilities and identify the steps necessary to bring these facilities into compliance with the current ADA standards. The Plan's 2020 update provides additional detail in a form of a financial schedule reflecting a better indication of financial expenditures per year that would be needed to achieve full ADA compliance within the 20 years.

Public Comment – None.

Council Consideration – **MOTION:** By Councilmember Figueroa, seconded by Councilmember Flemming, to adopt a Resolution adopting the 2020 update to the University Place ADA Transition Plan.

The motion carried. (RESOLUTION NO. 915)

8. COUNCIL RULES: REMOTE PARTICIPATION

Staff Report – City Attorney Kaser reported that at Council's January 2020 retreat, Council identified several changes to make to its rules of procedure. One of the identified rule changes addressed remote participation of absent Councilmembers. Allowing for the recent Coronavirus-related events, a decision has been made to expedite consideration of the remote participation Rule and consider the balance of the Rule amendments at a later Council meeting.

Attorney Kaser indicated that the proposed rule change creates two instances where remote participation is available: (1) Due to certain emergency situations as set forth in the rule; or (2) If either: (1) a quorum will not be present; or (2) there are fewer Councilmembers present than the minimum number of votes necessary for passage of a measure on the agenda, then one or more Councilmembers will be permitted to participate remotely.

Both changes are designed to enable the Council to transact its business in both emergency and routine situations unaffected by the temporary absence of one or more Councilmembers. It also expressly recognizes that remote participation is intended to be the exception to in-person attendance, and that participation is subject to technical limitations.

Public Comment – None.

Council Consideration – **MOTION:** By Councilmember Flemming, seconded by Councilmember McCluskey, to adopt a Resolution amending the City Council Rules of Procedure to permit remote participation.

The motion carried. (RESOLUTION NO. 916)

9. CERTIFICATION OF EXISTENCE OF EMERGENCY

Staff Report – City Attorney Kaser reported that Council has a robust set of rules and regulations which govern the declaration of emergency. He stated that based on current events regarding COVID-19, a state of emergency has been declared on national, state and local levels, and recently the City of University Place has followed suit with the declaration of emergency by the City Manager. He indicated that under the City’s municipal code, the emergency declaration becomes a two-step process when Council is not in session – the first is the proclamation of a state of emergency by the City Manager (which was issued earlier today); and the second is for the Proclamation to be presented to Council at the earliest practical opportunity for confirmation. City Attorney Kaser indicated that the legislation for the Proclamation of a State of Emergency confers the broad authority to respond to the current emergency and it also retroactively approves several steps, largely procedural in nature, which have been taken. Attorney Kaser also pointed out and explained the Emergency Order No. 1 which expressly waives the enforcement of the City’s noise ordinance, business code ordinance and other related noise ordinances for those businesses furnishing deliveries to retailers, groceries, pharmacies and similar businesses. This emergency declaration will remain in effect until such time as it is terminated by the Council and/or the City Manager. The emergency declaration allows the City to fine tune and tailor a response towards the specific needs of its residents.

Public Comment – None.

Council Consideration – **MOTION:** By Mayor Pro Tem Worthington, seconded by Councilmember Flemming, to adopt a Resolution certifying the existence of an emergency relative to COVID-19.

The motion carried. (RESOLUTION NO. 917)

10. CITY MANAGER & COUNCIL COMMENTS/REPORTS

City Manager Sugg informed Council that the Pierce County Library System has closed all its branches, including the University Place branch located on the first floor of the Civic Building. In keeping with what is going on nationally and within the State, it has been decided to close the Civic Building in an effort to slow down the spread of community transmission of COVID-19. City employees are encouraged to work remotely. Information on the closure and how members of the public can reach the City is being posted on the City’s website, Facebook and other social media.

Mayor Pro Tem Worthington shared information regarding the Community Vision Subcommittee’s ongoing work.

Councilmember Figueroa requested staff to provide a forecast on what effect the current situation may have on the City’s financials. He also asked Mayor Pro Tem Worthington if it would be possible to send out a FlashVote survey concerning the community’s thoughts on the current situation.

Councilmember McCluskey reported that the UP Recycle program will be delayed due to the current school closures.

Mayor Belleci informed the public that she cancelled her “Meet UP with the Mayor” event last Saturday due to the current circumstances. The meeting opportunities will resume once circumstances change. She thanked the community for staying strong in light of the current situation.

STUDY SESSION

11. COURT SERVICES AGREEMENTS – REMOVED FROM THE AGENDA

12. PARKS CAPITAL IMPROVEMENT PROJECT LIST – REMOVED FROM THE AGENDA

13. EXECUTIVE SESSION – At 7:39 p.m., the City Council recessed to Executive Session for approximately thirty minutes, per RCW 42.30.140(4)(b), to review proposals and adopt strategy to be taken by the City during the course of collective bargaining.

At 8:16 p.m., Executive Session concluded, and members of the public were invited to participate in the training that followed.

14. COUNCIL TRAINING ON OFFICE 365, INCLUDING MICROSOFT TEAMS

I.T. Administrator Vallantyne provided training on Office 365, including Microsoft Teams to the City Council.

15. ADJOURNMENT

The meeting adjourned at 8:40 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

City of University Place
Voucher Approval Document

Control No.: 5 Agenda of: 04/06/20	PREPAY
---	---------------

Claim of: Payroll for Pay Period Ending 03/15/2020

Check #	Date	Amount	Check #	Date	Amount
---------	------	--------	---------	------	--------

318879	03/20/20	636.39			
--------	----------	--------	--	--	--

03/20/20 137,454.96 **Direct Deposit**

EMPLOYEE NET 138,091.35

WIRE	3/20/2020	5,090.81	EMPLOYMENT SECURITY DEP PDFMLA
WIRE	3/20/2020	10,293.06	DEPT. OF LABOR AND INDUSTRIES
WIRE	3/20/2020	25,617.58	BANK OF AMERICA
WIRE	3/20/2020	23,478.06	- 106006, VANTAGEPOINT TRANSF
WIRE	3/20/2020	10,429.12	- 304197, VANTAGEPOINT TRANSF
WIRE	3/20/2020	5,397.06	- 800263, VANTAGEPOINT TRANSF
WIRE	3/20/2020	980.06	PACIFIC SOURCE ADMINISTRATORS
WIRE	3/20/2020	42,124.19	WA STATE DEPT OF RETIREMENT SY
WIRE	3/20/2020	260.86	- 705544, VANTAGEPOINT TRANSF
WIRE	3/20/2020	186.57	AFLAC INSURANCE
WIRE	3/20/2020	1,220.90	WA ST DEPT OF RETIREMENT SYS
WIRE	3/20/2020	210.19	- 304197 LOAN, VANTAGEPOINT TR
WIRE	3/20/2020	3,062.61	- 106006 LOAN, VANTAGEPOINT
WIRE	3/20/2020	10.00	PACIFIC SOURCE ADMINISTRATORS
WIRE	3/20/2020	250.00	NATIONWIDE RETIREMENT SOLUTION

BENEFIT/DEDUCTION AMOUNT 128,611.07

TOTAL AMOUNT 266,702.42

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.)

Date

Steve Sugg, City Manager

City of University Place
Voucher Approval Document

Control No.:5' Agenda of: 05/04/20	PREPAY
---	---------------

Claim of: Payroll for Pay Period Ending 04/15/2020

Check #	Date	Amount	Check #	Date	Amount
---------	------	--------	---------	------	--------

318879	04/20/20	636.39			
--------	----------	--------	--	--	--

	04/20/20	143,430.06	Direct Deposit
--	----------	------------	-----------------------

EMPLOYEE NET 144,066.45

WIRE	04/20/20	26,949.04	BANK OF AMERICA
WIRE	04/20/20	24,975.10	- 106006, VANTAGEPOINT TRANSF
WIRE	04/20/20	10,033.29	- 304197, VANTAGEPOINT TRANSF
WIRE	04/20/20	5,646.93	- 800263, VANTAGEPOINT TRANSF
WIRE	04/20/20	980.06	PACIFIC SOURCE ADMINISTRATORS
WIRE	04/20/20	42,245.85	WA STATE DEPT OF RETIREMENT SY
WIRE	04/20/20	260.86	- 705544, VANTAGEPOINT TRANSF
WIRE	04/20/20	186.57	AFLAC INSURANCE
WIRE	04/20/20	1,220.90	WA ST DEPT OF RETIREMENT SYS
WIRE	04/20/20	210.19	- 304197 LOAN, VANTAGEPOINT TR
WIRE	04/20/20	3,062.61	- 106006 LOAN, VANTAGEPOINT
WIRE	04/20/20	10.00	PACIFIC SOURCE ADMINISTRATORS
WIRE	04/20/20	250.00	NATIONWIDE RETIREMENT SOLUTION

BENEFIT/DEDUCTION AMOUNT 116,031.40

TOTAL AMOUNT 260,097.85

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: _____
Steve Sugg, City Manager

_____ Date

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 03/13/2020

Check Range: 51984123 - 51984166

Claims Approval

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

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

Vendor Name

Replacement Check #

Original Check #

Auditing Officer: (Signature on file.)

Date: _____

Bank : bofa BANK OF AMERICA

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51984123	3/13/2020	025715	ABM JANITORIAL SERVICES	14818527	2/1/2020	FEB20/JANITORIAL SERVICE	4,909.39
	Voucher:	46709		14825760	2/4/2020	JAN20/JANITORIAL SERVICE	4,909.39
51984124	3/13/2020	025179	ACCESS INFORMATION MANAGE	7969991	2/29/2020	FEB20/OFFSITE RECORDS STOF	269.11
	Voucher:	46710					269.11
51984125	3/13/2020	001818	APEX ENGINEERING PLLC	202058169	2/13/2020	JAN20/TOPOGRAPHIC SURVEY/I	2,400.00
	Voucher:	46711					2,400.00
51984126	3/13/2020	026212	ARAMARK UNIFORM & CAREER /	1991654675	3/3/2020	MAT RENTAL/PW SHOP	24.46
	Voucher:	46712					24.46
51984127	3/13/2020	002333	BANK OF AMERICA	548001400009914	2/22/2020	MASTERCARD/02-22-2020	6,945.61
	Voucher:	46713					6,945.61
51984128	3/13/2020	026263	BIEN, EUGENE Y	534	2/1/2020	JAZZ IN THE VILLAGE/FEB 26, M	460.00
	Voucher:	46714		535	2/1/2020	JAZZ IN THE VILLAGE/MAR 11, 11	460.00
51984129	3/13/2020	025438	CASEWARE INTERNATIONAL INC	INV-103335-J2T1	4/1/2020	GASB FINANCIAL SOLUTION/ANI	3,355.00
	Voucher:	46715					3,355.00
51984130	3/13/2020	003155	CDW.GOVERNMENT, INC.	WXN2574	2/21/2020	VIEWSONIC MONITOR	2,121.03
	Voucher:	46716		WXS2620	2/24/2020	VIEWSONIC/LED MONITOR	636.31
51984131	3/13/2020	001152	CENTURYLINK	206-Z20-0051	2/20/2020	PHONES/CITY WIDE	667.43
	Voucher:	46717					667.43

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51984132	3/13/2020	001024 CITY OF TACOMA	100068203	3/3/2020	POWER/3715 BP WAY W	1,781.52	
	Voucher:	46718	100060658	2/28/2020	POWER/3510 67TH AVE W	349.57	
			100386367	2/26/2020	POWER/7223 40TH ST W	274.38	
			100892486	3/4/2020	POWER/6400 BP WAY W	161.79	
			100798512	2/21/2020	POWER/4402 97TH AVE W H1 ST	146.60	
			100864411	2/26/2020	POWER/6730 40TH ST CT W	138.46	
			101153457	2/28/2020	POWER/6813 35TH ST W	119.23	
			100696565	3/3/2020	POWER/4609 ALAMEDA AVE W	117.36	
			100573267	2/27/2020	POWER/4727 ALAMEDA AVE W	107.28	
			100933758	2/24/2020	POWER/7203 44TH ST W	102.74	
			100385145	2/26/2020	WATER/3800 74TH AVE W	93.49	
			100104132	2/28/2020	POWER/3503 67TH AVE W	91.77	
			100533758	3/4/2020	POWER/5418 CIRQUE DR W	87.19	
			100083115	2/26/2020	POWER/4000 67TH AVE W	78.54	
			100456986	3/4/2020	POWER/5918 HANNAH PIERCE F	72.55	
			100185134	2/24/2020	POWER/4401 67TH AVE W	69.65	
			101129840	3/24/2020	POWER/3609 MARKET PLACE W	59.41	
			100131881	2/21/2020	POWER/4523 97TH AVE W	51.83	
			100565439	2/26/2020	WATER/3761 BP WAY W	44.10	
			100165190	2/26/2020	POWER/3761 BP WAY W	25.94	3,973.40
51984133	3/13/2020	001108 CITY OF UNIVERSITY PLACE	JAN/FEB20	3/3/2020	PETTY CASH FUND/REIMBURSE	35.73	35.73
	Voucher:	46719					
51984134	3/13/2020	025161 CITY TREASURER	131373	2/21/2020	MAR20/CABLE TV/ATRIUM	37.08	37.08
	Voucher:	46720					
51984135	3/13/2020	024347 COPIERS NORTHWEST, INC.	INV2109921	2/29/2020	FEB1-FEB29/OVERAGE CHARGE	646.70	
	Voucher:	46721	INV2105179	2/24/2020	JAN21-FEB20/OVERAGE PERIOD	77.22	
			INV2105670	2/25/2020	JAN23-FEB22/OVERAGE CHARGE	32.90	
			INV2109920	2/29/2020	JAN29-FEB28/OVERAGE PERIOD	18.20	775.02
51984136	3/13/2020	021631 DANCE THEATRE NORTHWEST	REFUND	3/3/2020	REFUND/DEPOSIT/ATRIUM RENT	250.00	250.00
	Voucher:	46722					
51984137	3/13/2020	026253 DOG WASTE DEPOT	324907	2/25/2020	BLUE HANDLE TIE BAGS/DOG W	1,999.60	1,999.60
	Voucher:	46723					
51984138	3/13/2020	001737 DON SMALL & SONS OIL DIST	CC169857	2/27/2020	BULK FUEL/PW SHOP	2,248.33	2,248.33
	Voucher:	46724					

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51984139	3/13/2020	026249 GEMPLER'S INC	INV0004429549	3/3/2020	INSECT REPELLENT/SPRAY NOZ	148.24	148.24
		Voucher: 46725					
51984140	3/13/2020	022155 GGLO, LLC	0000002	1/23/2020	DEC19/HOMESTEAD PARK/LANC	19,407.91	
		Voucher: 46726	0000001	11/22/2019	OCT19/HOMESTEAD PARK/LANC	3,675.00	
			0000003	2/20/2020	JAN20/HOMESTEAD PARK/LAND	1,470.00	24,552.91
51984141	3/13/2020	001221 HOLROYD COMPANY, INC.	355407	2/25/2020	CSTC CRUSHED TOP COURSE	4,586.57	
		Voucher: 46727	354693	2/11/2020	SIDEWALK REPAIR/BUILDING SA	53.74	4,640.31
51984142	3/13/2020	001222 HOME DEPOT U.S.A., INC.	6035-3225-3196-0	2/28/2020	MISC REPAIR & MAINT SUPPLIE	137.69	137.69
		Voucher: 46728					
51984143	3/13/2020	001096 HONEY BUCKET	0551426841	2/12/2020	PORTA POTTY RENTAL/CURRAN	72.00	
		Voucher: 46729	0551426842	2/12/2020	PORTA POTTY RENTAL/SKATE P	72.00	144.00
51984144	3/13/2020	001223 HUMANE SOCIETY OF TACOMA	IVC0002179	3/2/2020	MAR20/BOARDING CONTRACT	120.00	120.00
		Voucher: 46730					
51984145	3/13/2020	025431 JR SIMPLOT COMPANY	212086329	2/25/2020	HERBICIDE	1,475.96	1,475.96
		Voucher: 46731					
51984146	3/13/2020	001960 KROGER - FRED MEYER STORE	700070	2/29/2020	CUSTOMER # 700070/MISC PUR	6.49	6.49
		Voucher: 46732					
51984147	3/13/2020	002873 LAKEWOOD HARDWARE & PAINT	609782	2/27/2020	STIHL HEDGE TRIMMER/CARBID	463.95	463.95
		Voucher: 46733					
51984148	3/13/2020	002091 LEXISNEXIS	3092505146	2/29/2020	FEB20/ONLINE LEGAL SERVICES	109.90	109.90
		Voucher: 46734					
51984149	3/13/2020	002122 MINUTEMAN PRESS/TACOMA	51487	3/3/2020	FIRE CODE INSPECTION NOTIC	141.90	141.90
		Voucher: 46735					
51984150	3/13/2020	001378 MOUNTAIN MIST WATER	003324789	2/18/2020	#065205/BOTTLED WATER/CITY I	139.78	
		Voucher: 46736	003313783	2/12/2020	#075361/BOTTLED WATER/PW SI	30.70	
			003340400	2/26/2020	#075361/BOTTLED WATER/PW SI	21.91	192.39
51984151	3/13/2020	002150 OFFICE DEPOT,INC.	448580087001	2/27/2020	LABELS	45.42	
		Voucher: 46737	448579930001	2/27/2020	PUSHPIN/MAGNETS/MAGNETIC	20.41	65.83
51984152	3/13/2020	023438 PETORAK, LISA	REIMB	3/2/2020	REIMB/HAND SANITIZER	57.70	57.70
		Voucher: 46738					

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51984155	3/13/2020	001751	PIERCE COUNTY BUDGET & FIN/4002560011	2/14/2020	2020 PROPERTY TAX	5,097.91	
	Voucher:	46739	0220212070	2/14/2020	2020 PROPERTY TAX	4,174.04	
			9009660010	2/14/2020	2020 PROERTY TAX	1,598.84	
			0220091076	2/14/2020	2020 PROPERTY TAX	266.93	
			0220163014	2/14/2020	2020 PROPERTY TAX	214.83	
			0220271072	2/14/2020	2020 PROPERTY TAX	214.43	
			9435000080	2/14/2020	2020 PROPERTY TAX	212.53	
			9009660040	2/14/2020	2020 PROPERTY TAX	126.80	
			0220101009	2/14/2020	2020 PROPERTY TAX	118.54	
			9009660050	2/14/2020	2020 PROPERTY TAX	109.97	
			0220161017	2/14/2020	2020 PROPERTY TAX	29.74	
			0220281034	2/14/2020	2020 PROPERTY TAX	29.00	
			0220154110	2/14/2020	2020 PROPERTY TAX	28.33	
			9127530200	2/14/2020	2020 PROPERTY TAX	28.11	
			4000270200	2/14/2020	2020 PROPERTY TAX	28.10	
			9127530210	2/14/2020	2020 PROPERTY TAX	27.98	
			0220234202	2/14/2020	2020 PROPERTY TAX	27.81	
			9178500860	2/14/2020	2020 PROPERTY TAX	27.81	
			4001460480	2/14/2020	2020 PROPERTY TAX	12.27	
			0220234203	2/14/2020	2020 PROPERTY TAX	11.94	
			0220104001	2/14/2020	2020 PROPERTY TAX	11.44	
			9009660060	2/14/2020	2020 PROPERTY TAX	10.72	
			9009660070	2/14/2020	2020 PROPERTY TAX	10.72	
			9009680010	2/14/2020	2020 PROPERTY TAX	10.72	
			0220231116	2/14/2020	2020 PROPERTY TAX	10.72	
			0220235031	2/14/2020	2020 PROPERTY TAX	10.56	
			0220221039	2/14/2020	2020 PROPERTY TAX	10.49	
			9435000110	2/14/2020	2020 PROPERTY TAX	10.39	
			4002560140	2/14/2020	2020 PROPERTY TAX	10.36	
			4001700680	2/14/2020	2020 PROPERTY TAX	10.28	
			7720002105	2/14/2020	2020 PROPERTY TAX	10.28	
			0220233012	2/14/2020	2020 PROPERTY TAX	10.27	
			9435000090	2/14/2020	2020 PROPERTY TAX	10.24	
			4002560150	2/14/2020	2020 PROPERTY TAX	10.24	
			0220232025	2/14/2020	2020 PROPERTY TAX	10.22	

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			4260000050	2/14/2020	2020 PROPERTY TAX	10.20	
			4001720970	2/14/2020	2020 PROPERTY TAX	10.19	
			9180002173	2/14/2020	2020 PROPERTY TAX	10.19	
			0220151106	2/14/2020	2020 PROPERTY TAX	10.17	
			4002640190	2/14/2020	2020 PROPERTY TAX	10.16	
			0220101007	2/14/2020	2020 PROPERTY TAX	10.13	
			4001700670	2/14/2020	2020 PROPERTY TAX	9.91	
			4001720980	2/14/2020	2020 PROPERTY TAX	9.91	
			4001910150	2/14/2020	2020 PROPERTY TAX	9.91	
			0220237020	2/14/2020	2020 PROPERTY TAX	9.91	
			0220271069	2/14/2020	2020 PROPERTY TAX	9.91	
			0220282010	2/14/2020	2020 PROPERTY TAX	9.91	
			2140110010	2/14/2020	2020 PROPERTY TAX	9.91	
			2262000300	2/14/2020	2020 PROPERTY TAX	9.91	
			3355000170	2/14/2020	2020 PROPERTY TAX	9.91	
			0220091131	2/14/2020	2020 PROPERTY TAX	9.91	
			3867000300	2/14/2020	2020 PROPERTY TAX	9.91	
			3867000310	2/14/2020	2020 PROPERTY TAX	9.91	
			3867000320	2/14/2020	2020 PROPERTY TAX	9.91	
			4000331060	2/14/2020	2020 PROPERTY TAX	9.91	
			4000331070	2/14/2020	2020 PROPERTY TAX	9.91	
			3425001060	2/14/2020	2020 PROPERTY TAX	9.91	
			3850300250	2/14/2020	2020 PROPERTY TAX	9.91	
			3850300260	2/14/2020	2020 PROPERTY TAX	9.91	
			3867000280	2/14/2020	2020 PROPERTY TAX	9.91	
			3867000290	2/14/2020	2020 PROPERTY TAX	9.91	
			0220151160	2/14/2020	2020 PROPERTY TAX	9.91	
			0220151189	2/14/2020	2020 PROPERTY TAX	9.91	
			0220152042	2/14/2020	2020 PROPERTY TAX	9.91	
			0220152069	2/14/2020	2020 PROPERTY TAX	9.91	
			5444000250	2/14/2020	2020 PROPERTY TAX	9.91	
			7720002102	2/14/2020	2020 PROPERTY TAX	9.91	
			8950003680	2/14/2020	2020 PROPERTY TAX	9.91	
			9180810191	2/14/2020	2020 PROPERTY TAX	9.91	
			9180820300	2/14/2020	2020 PROPERTY TAX	9.91	

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			9180830350	2/14/2020	2020 PROPERTY TAX	9.91	
			9412030200	2/14/2020	2020 PROPERTY TAX	9.91	
			0220162004	2/14/2020	2020 PROPERTY TAX	9.91	
			0220221036	2/14/2020	2020 PROPERTY TAX	9.91	
			0220224061	2/14/2020	2020 PROPERTY TAX	9.91	
			0220148015	2/14/2020	2020 PROPERTY TAX	9.91	
			4002560110	2/14/2020	2020 PROPERTY TAX	9.91	
			4002640200	2/14/2020	2020 PROPERTY TAX	9.91	
			4002700220	2/14/2020	2020 PROPERTY TAX	9.91	
			4002700240	2/14/2020	2020 PROPERTY TAX	9.91	
			4002820370	2/14/2020	2020 PROPERTY TAX	9.91	
			4002820380	2/14/2020	2020 PROPERTY TAX	9.91	13,010.91
51984156	3/13/2020	001588 PIERCE COUNTY SEWER	00664685	3/1/2020	SEWER/4951 GRANDVIEW DR W	231.99	
	Voucher:	46740	01576712	3/1/2020	SEWER/3609 MARKET PL W/RET	49.54	
			01576721	3/1/2020	SEWER/3609 MARKET PL W/RET	49.54	
			01576739	3/1/2020	SEWER/3609 MARKET PL W/RET	49.54	
			01571443	3/1/2020	SEWER/7520 CIRQUE DR W	40.19	
			00604682	3/1/2020	SEWER/2917 MORRISON RD W	21.48	
			01633279	3/1/2020	SEWER/1902 SEAVIEW AVE W	21.48	
			01512692	3/1/2020	SEWER/3555 MARKET PL W	16.79	480.55
51984157	3/13/2020	001114 PITNEY BOWES GLOBAL FIN. SV(FEB20		3/3/2020	FEB20/ACCT19533470/POSTAGE	515.00	515.00
	Voucher:	46741					
51984158	3/13/2020	001161 PUGET SOUND ENERGY CORP	200000971479	2/26/2020	GAS/4910 BRISTONWOOD DR W	234.97	
	Voucher:	46742	200014542258	2/28/2020	GAS/7450 MARKET SQ W	202.67	437.64
51984159	3/13/2020	026271 STONEWAY ELECTRIC SUPPLY	S102999342.001	1/23/2020	BUSSMANN FRN-R-20 FUSES	59.95	59.95
	Voucher:	46743					
51984160	3/13/2020	002823 THOMPSON ELECTRICAL CONST	0320-14179V	3/5/2020	STREET LIGHT REPAIRS/TROUB	1,928.25	
	Voucher:	46744	0220-14255V	2/28/2020	REPAIR LIGHT POLE/REPAIR PO	1,375.20	
			0320-14216V	3/5/2020	REPAIR/REPLACE COBRA STREI	744.30	4,047.75
51984161	3/13/2020	025560 UNIVERSITY PLACE CIVIC BLDG 57		2/25/2020	2020 OPERATING ACCOUNT FUN	130,199.00	130,199.00
	Voucher:	46745					
51984162	3/13/2020	001153 VERIZON WIRELESS,LLC.	9849577468	3/24/2020	CELL PHONE/CITY WIDE/PW & P	1,879.76	1,879.76
	Voucher:	46746					
51984163	3/13/2020	001032 WA STATE	90112020020057	3/2/2020	FEB20/TELECOMMUNICATIONS :	45.00	45.00
	Voucher:	46747					

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51984164	3/13/2020	022590	WA STATE DEPT OF TRANSPORTRE-313-ATB00218	2/18/2020	JAN20/67TH AVE OVERLAY	48.64	48.64
		Voucher: 46748					
51984165	3/13/2020	024850	WA STATE DSHS	201903-PRR-132	3/2/2020	COPIES/POSTAGE/PUBLIC DISCI	4.17
		Voucher: 46749					4.17
51984166	3/13/2020	021897	WEDA	8238	10/28/2019	2020 MEMBERSHIP DUES/M.CRA	400.00
		Voucher: 46750					400.00
Sub total for BANK OF AMERICA:							219,862.53

42 checks in this report.

Grand Total All Checks: 219,862.53

CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called *Arbor Day* is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, provide oxygen and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, all citizens are encouraged to support efforts to protect our trees and to support our City's urban forestry program, and to plant trees to gladden the hearts and promote the well-being of present and future generations.

NOW, THEREFORE, the City Council of the City of University Place does hereby recognize and support Saturday, April 25, 2020 to be

ARBOR DAY IN THE CITY OF UNIVERSITY PLACE

PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ON APRIL 20, 2020.

Caroline Belleci, Mayor

ATTEST:

Emy Genetia, City Clerk

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

Proposed Council Action:

Confirm Emergency Order # 2 and Emergency Order # 3 Issued by the City Manager in Response to the COVID-19 Emergency.

Agenda No:

6D

Dept. Origin:

City Attorney

For Agenda of:

April 20, 2020

Exhibits:

Emergency Order#2
Emergency Order #3

Concurred by Mayor:

Approved by City Manager:

Approved as to Form by City Atty.:

Approved by Finance Director:

Approved by Dept. Head:

Expenditure

Amount

Appropriation

Required: \$0.00

Budgeted: \$0.00

Required: \$0.00

SUMMARY / POLICY ISSUES

At its Council Meeting on March 16, 2020, the City Council confirmed the existence of a state of emergency within the City of University Place. Under Section 2.35.080(A) of the University Place Municipal Code, the City Manager is authorized “[t]o make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, such rules and regulations are confirmed at the earliest practical time by the city council.”

Since the last Council Meeting, the City Manager has issued the following Emergency Orders (“EO”) under this authority which are now submitted for confirmation:

Emergency Order # 2 – Business Licensing.

The administration of most business licenses is performed by the Business License Services of the Washington Department of Revenue. BLS has indicated that a number of businesses statewide reaching out asking for various forms of relief to help them get through this difficult period. One request that BLS has made of local governments is, in response to a business inquiry that they are faced with undue hardship as a result of the state of emergency, for approval to advance the city licenses with a March 31, 2020 expiration date to May 31, 2020. Under the municipal code, most business licenses are subject to annual renewal on the anniversary of issuance.

By EO # 2, businesses licenses administered by BLS, which would otherwise expire prior to May 31, 2020, are now extended through June 1, 2020. In addition, for the relatively few licensees who have specialty licenses which are administered directly by the City, staff is authorized to extend these licenses through that same date.

Emergency Order # 3 – Deferral of Gambling and Admissions Taxes

Of the various forms of revenue received by the City in the form of taxes and fees, most are administered by either the County or the State. However, the City directly administers gambling taxes and admissions taxes. The City has been directly approached by several entities which pay these taxes. In their responses, they have indicated that they are either unable to access their facilities, are not operating, or are not bringing in enough money to make payroll on the staff that are working to keep them relevant in the community and not have to shut down

Gambling taxes and admissions taxes are both reported to the City on a monthly basis. Pre-COVID, the City’s monthly average receipts from March to June was approximately \$8,800.00 in gambling taxes and \$ 16,000.00 in admissions taxes. The taxpayers who historically pay admissions taxes are currently not operating.

This Emergency Order defers, without penalty, the reporting and payment of both gambling taxes and admissions taxes until June 1, 2020.

RECOMMENDATION / MOTION

MOVE TO: Confirm Emergency Order # 2 and Emergency Order # 3 issued by the City Manager in response to the COVID-19 Emergency.



EMERGENCY ORDER # 2 (Extension of Business Licenses)

WHEREAS, pursuant to chapter 2.35 of the University Place Municipal Code, on March 16, 2020, I declared the existence of a state of emergency within the City of University Place, which has been confirmed by the University Place City Council that same day via Resolution 917; and

WHEREAS, the City has been requested by the Business Licensing Services (“BLS”) Division of the Washington State Department of Licensing to extend business licenses with a March 31, 2020 expiration date until May 31, 2020; and

WHEREAS, under Univ. Pl. Muni. Code 5.05.100 “[a]ll business licenses shall be effective for one year from the date of issuance,” and lapse thereafter unless renewed; and

WHEREAS, it is of vital importance to ensure that the City’s businesses continue to have the ability to operate during the pendency of this emergency; and

WHEREAS, under the authority conferred under Univ. Pl. Muni. Code 2.35.080(A), I have the authority to issue such "rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster,” and the issues of the rules herein are reasonably related to the current emergency;

NOW THEREFORE, it is ORDERED as follows:

1. All business licenses issued under chapter 5.05 of the University Place Municipal Code which would otherwise expire prior to May 31, 2020, shall have their expiration dates extended to June 1, 2020.
2. Both the City Manager’s designee (as set forth in ch. 5.05 UPMC) and the City Clerk, are independently authorized to take necessary action to effectuate this extension and to take necessary action upon on other license extensions and, as to any other licenses which BLS may administer on behalf of the City, to authorize the BLS to extend these licenses in a manner consistent with the extensions granted in Section 1 of this Order.
3. Any prior extensions which may have been granted prior to this Order, but which are consistent with this Order are ratified and approved.
4. All prior orders and proclamations remain in effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this proclamation, then the provision of this proclamation shall control.

5. Pursuant to Univ. Place Muni. Code 2.35.080(A), a copy of this Order will be presented to the City Council for confirmation at the earliest practical time.

SO ORDERED this 18th day of March 2020.

A handwritten signature in black ink that reads "Stephen P. Sugg". The signature is written in a cursive style with a large, prominent "S" at the beginning.

Stephen P. Sugg, City Manager



EMERGENCY ORDER # 3 (Extension of Gambling and Admissions Taxes)

WHEREAS, pursuant to chapter 2.35 of the University Place Municipal Code, on March 16, 2020, I declared the existence of a state of emergency within the City of University Place, which has been confirmed by the University Place City Council that same day via Resolution 917; and

WHEREAS, the State of Washington and Pierce County have, in response to the COVID-19 emergency, deferred a number of taxes and monetary obligations owed to them; and

WHEREAS, the City of University Place directly administers taxes, which are not otherwise administered by either the State or Pierce County. These taxes include both Gambling Taxes and Admissions Taxes under chapters 4.30 and 4.60 of the University Place Municipal Code (UPMC), respectively; and

WHEREAS, the City has been advised that the present emergency makes it difficult for entities paying local gambling and admissions taxes to either report, remit or collect such taxes; and

WHEREAS, both the City's gambling tax and admissions tax codes impose penalties and interest for those periods which the taxes have not been collected and remitted to the City, and neither chapter of the Municipal Code provides for either the waiver, deferral or extension of these taxes; and

WHEREAS, a number of the businesses which would otherwise be responsible for the payment of these taxes have been closed pursuant to multiple gubernatorial proclamations, including, without limitation: Proclamation 20-13 Statewide Limits: Food and Beverage Services, Areas of Congregation; Proclamation 20-25 Stay Home – Stay Healthy (and as extended through Proclamation 20-25.1); and

WHEREAS, in light of the foregoing, the costs of enforcing these chapters of the University Place Municipal Code through the imposition of penalties and interest are exceeded by the benefit to giving affected entities short-term relief through delayed reporting; and

WHEREAS, under the authority conferred under Univ. Pl. Muni. Code 2.35.080(A), I have the authority to issue such "rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster," and further have the authority under Univ. Pl. Muni. Code 2.35.080(B) to "[t]o delegate to individuals, as necessary, the authority to accomplish specific or general emergency actions in conduction with the emergency response," and the issues of the rules herein are reasonably related to the current emergency;

NOW THEREFORE, it is ORDERED as follows:

1. Upon request of an entity required to report or collect taxes under the affected chapters of the University Place Municipal Code, the City's Finance Director or designee, is authorized to extend through June 1, 2020, the reporting and collection of Gambling Taxes, which would be collected pursuant to chapter 4.30 UPMC and Admissions Taxes under chapter 4.60 UPMC. Interest, late fees and other charges may be waived.
2. Notwithstanding any provision of the Code to the contrary, the City's Finance Director or designee, are independently authorized to take necessary action to effectuate the terms of this Emergency Order in a manner consistent with the authorization granted in Section 1 of this Order.
3. All prior orders and proclamations remain in effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this proclamation, then the provision of this proclamation shall control.
4. Pursuant to Univ. Place Muni. Code 2.35.080(A), a copy of this Order will be presented to the City Council for confirmation at the earliest practical time.

SO ORDERED this 9th day of April 2020.



Stephen P. Sugg, City Manager

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

Proposed Council Action:

Authorize the payment of \$53,172.28 for the Rainier Communications Commission invoices for 2020 RCC membership dues covering January 1, 2020 through December 31, 2020.

Agenda No: 6E
Dept. Origin: Communications
For Agenda of: April 20, 2020
Exhibits: Invoice

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

Expenditure Required: \$53,172.28	Amount Budgeted: \$62,200.00	Appropriation Required: \$0.00
--------------------------------------	---------------------------------	-----------------------------------

SUMMARY / POLICY ISSUES

The City has been invoiced by Pierce County Budget & Finance for the 2020 first quarter Rainier Communications Commission membership dues in the amount of \$13,293.07. Multiplied by four, the entire amount which will be due for 2020, to be paid in quarterly installments, is \$53,172.28.

RCC membership dues are calculated as one-half of one percent of the cable companies' gross revenues from the previous year. Funds are identified within the Communications 2020 budget. These membership dues are necessary to ensure the ongoing production and support from the RCC for University Place Television (UPTV).

ALTERNATIVES CONSIDERED

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

MOVE TO: Authorize the payment of \$53,172.28 for the Rainier Communications Commission invoices for 2020 RCC membership dues covering January 1, 2020 through December 31, 2020.

MAR 23 2020



Finance Department
950 Fawcett Ave Suite 100
Tacoma WA 98402-5603

INVOICE

1 / 1

Communications

CHANGE OF ADDRESS INFORMATION	
Street Address:	_____
City, State, Zip:	_____
Phone Number:	_____

INVOICE DATE	INVOICE #	DUE DATE
3/17/2020	CI-285589	3/17/2020
CUSTOMER #	TOTAL DUE	TOTAL PAID
C-107334	\$13,293.07	

PLEASE MAKE CHECKS PAYABLE TO PIERCE COUNTY

City of University Place
3609 Market Place West STE 200
FINANCE DEPARTMENT
UNIVERSITY PLACE, WA 98466-4488

REMIT TO: Finance Department
950 Fawcett Ave Suite 100
Tacoma WA 98402-5603

PLEASE RETURN ABOVE PORTION WITH PAYMENT - THANK YOU



Finance Department
950 Fawcett Ave Suite 100
Tacoma WA 98402-5603

BILLED TO: City of University Place
3609 Market Place West STE 200
FINANCE DEPARTMENT
UNIVERSITY PLACE, WA 98466-4488

TYPE OF INVOICE: Standard
CONTACT: Tonya Reichl
PHONE: (253) 798-8712
DESCRIPTION: 2020 1st Qtr. Membership Dues to Rainier Communications Commission

If you use bank autopay, make sure your Customer Number is on the check. If not, your payment may not be correctly applied to your account.

INVOICE DATE	INVOICE #	CUSTOMER #	PO #	PAYMENT TERMS	DUE DATE
3/17/2020	CI-285589	C-107334	2020 1st Qtr. Membership	Due Upon Receipt	3/17/2020
Quantity	Item			Price	Total
1	2020 1st Qtr. Membership Dues to Rainier Communications Commission			\$13,293.07	\$13,293.07
TOTAL:					\$13,293.07
TAX:					\$ 0.00
TOTAL DUE:					\$ 13,293.07

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

Proposed Council Action:

Authorize the City Manager to execute a Local Agency Agreement with KPFF for survey services, as required for construction of the 67th Ave Phase 1 project, in an amount not to exceed One Hundred Seventy-Three Thousand Eight Hundred Seventy-Eight dollars (\$173,858.00).

Agenda No: 6F
Dept. Origin: Engineering
For Agenda of: April 20, 2020
Exhibits: KPFF Proposal

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

Expenditure Required: \$173,858.00	Amount Budgeted: \$180,000.00	Appropriation Required: \$0.00
---------------------------------------	----------------------------------	-----------------------------------

SUMMARY / POLICY ISSUES

It is necessary to begin the survey services associated with construction of the 67th Avenue Phase 1 project. On December 5, 2019 we placed a legal advertisement requesting qualifications from survey firms. A total of four firms responded to the request. The City reviewed the qualification packages, interviewed firms, and determined KPFF to be the most qualified firm for this work. They have submitted a proposal for \$173,858.00. The City has reviewed the proposal and found it to be acceptable. This work is 86.5% reimbursable from the FHWA grant acquired for the project, and the required matching funds are within the approved budget.

ALTERNATIVES CONSIDERED

None.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

MOVE TO: Authorize the City Manager to execute a Local Agency Agreement with KPFF for Survey services, as required for construction of the 67th Ave Phase 1 project, in an amount not to exceed One Hundred Seventy-Three Thousand Eight Hundred Seventy-Eight dollars (\$173,858.00).

Project

Date

Consultant:
KPFF - Survey

TASK	DESCRIPTION	Name	Principle	Survey Manager	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	Project Coordinator	CAD Tech	Total Hours	
Task 1	Topographic Survey and Basemapping											\$ 77,059
1.1	Project Management		16	40							56	\$ 8,140
1.2	Record Research			8	12					8	28	\$ 3,170
1.3	Horizontal and Vertical Control			4	8	8	24	24			68	\$ 5,652
1.4	Topographic Survey			8			136	136			280	\$ 20,346
1.5	Basemap Preparation			24	160	30	16	16	90	80	416	\$ 39,751
1.6											0	\$ -
1.7											0	\$ -
1.8											0	\$ -
1.9											0	\$ -
1.10											0	\$ -
1.11											0	\$ -
1.12											0	\$ -
Task 2	Right of Way Plans											\$ 57,381
2.1	Project Management		8	24							32	\$ 4,613
2.2	Right of Way Plan Preparation			32	20	120				80	252	\$ 24,382
2.3	Easement and Right of Way Acquisitions exhibits 25Exhibits 50 descriptions			30		140				140	310	\$ 28,386
2.4											0	\$ -
2.5											0	\$ -
2.6											0	\$ -
Task 3	Preliminary Right of Way Plans Using GIS Data											\$ 25,139
3.1	Project Management			24					4		28	\$ 3,512
3.2	Horizontal and Vertical Control					8	24	24			56	\$ 4,147
3.3	Topographic Survey			8		12				40	60	\$ 5,414
3.4	Right of Way Plan Preparation				20	100					120	\$ 12,066
Total Hours			24	222	200	418	200	200	94	348	848	
	Direct Salary		\$63.47	\$50.77	\$45.00	\$35.00	\$29.00	\$24.00	\$24.00	\$30.00		
	137.21% OH		\$87.09	\$69.66	\$61.74	\$48.02	\$39.79	\$32.93	\$32.93	\$41.16		
	30.00% Fee		\$19.04	\$15.23	\$13.50	\$10.50	\$8.70	\$7.20	\$7.20	\$9.00		
			\$169.60	\$135.66	\$120.24	\$93.52	\$77.49	\$64.13	\$64.13	\$80.16		
	All Inclusive Hourly Rate		\$169.60	\$135.66	\$120.24	\$93.52	\$77.49	\$64.13	\$64.13	\$80.16		Sub-Totals
	Sub-Total Burdened Labor Cost		\$ 4,070	\$ 30,117	\$ 24,049	\$ 39,093	\$ 15,498	\$ 12,826	\$ 6,028	\$ 27,897		\$ 159,578
REIMBURSABLES												
Direct Expenses			Quantity	Unit	Unit Cost						Sub-Totals	Totals
	Mileage										\$ -	\$ -
	Reprographics										\$ -	\$ -
	Title Company Expense (Deeds)	25		\$ 300.00							\$ 7,500	\$ 7,500.00
	Utility Locates	80		\$ 85.00							\$ 6,800	\$ 6,800.00
	Total Reimbursables											\$ 14,300
	Total Firm Cost											\$ 173,878



April 15, 2020

Jack Ecklund
City of University Place Public Works
4951 Grandview Dr. West
University Place, WA 98466

Subject: 67th Avenue Phase 1 Roadway Improvement Survey
City of University Place
Topographic & Right-of-Way

Dear Jack:

I would like to thank you again for selecting KPFF as your surveying Consultant for the 67th Avenue Phase 1 project. The project limits begin at the intersection of 67th Avenue West and 40th Street Court West (Emerson Street) and extend northerly to Regents Boulevard. The project limits shall extend 10-feet beyond the existing right-of-way, where feasible, and 10' beyond the radii or 60' from center line of 67th, whichever is greater, on side streets. The City shall provide LIDAR points and derived topographic data beyond the R/W to supplement survey. The datum of the data shall be adjusted to NGVD 1929. The county datum will be provided. The building outlines shall be provided by the city from GIS from 2011 entity data. The city shall provide a Civil 3D file containing all entities and data. The city uses version 2019. Data shall be exported to Land XML and provided if required. Data to supplement areas where access beyond the right-of-way is difficult. There are approximately 25 properties along the corridor that may be affected with right-of-way acquisitions, temporary construction easements, and/or slope easements. Our team has reviewed the documentation you have provided and performed the necessary research to prepare a scope of work for the topographic and right-of-way survey, as well as the preparation of Right-of-Way Plans, acquisition, and easement documents. Based on this information the following is our anticipated scope of work.

SCOPE OF WORK

TASK 1 – RIGHT-OF-WAY BASE MAPPING & TOPOGRAPHIC SURVEY

1.1 Project Management

The Consultant shall prepare a project budget and manage the Professional Services Agreement between the Consultant and the City. All tasks and staff for survey services shall be managed by the Consultant. It is the responsibility of the Consultant to communicate with the City regarding survey issues, costs, and schedule. This shall include administering a monthly/final Consultant invoice to the City for the services provided.

1.2 Records Research

Research of existing records (plats, legal descriptions, records of survey, right-of-way documents) shall be furnished by the Consultant. At the request of the Consultant, the City will provide title reports. The Consultant shall have sufficient research, in combination with the found monumentation to establish the control, right-of-way, and abutting parcels.

1.3 Horizontal and Vertical Control

The datum for horizontal control shall be done using Washington State Plane Coordinates (South Zone expressed in US Survey feet) NAD 83/91. The datum for the vertical control shall be NGVD 1929, and horizontal shall be NAD 1983 HARN State Plane WA. South. Sufficient control points will be added throughout the project limits to ensure that all points within the right-of-way can be mapped. The Consultant shall tie into at least two (2) existing horizontal and vertical control points in order to establish the horizontal and vertical datums.

1.4 Topographic Survey

The Consultant shall perform a field topographic survey to identify existing surface conditions within the limits of the project described above. This shall be done using electronic surveying equipment and a one-person crew and/or two-person crew.

It is the responsibility of the Consultant to ensure that the work performed is done so in a safe manner that does not endanger the workers or pedestrian and vehicular traffic. It is assumed that no traffic control will be necessary for this project. KPFF may request City of University Place personnel to assist with traffic control if it is deemed necessary to complete the work. All rights of entry agreements required to perform the work will be secured by the City prior to the survey.

At a minimum, at least every 30', the following surface features shall be mapped in the topographic survey:

- a. Curbs
- b. Curb and gutters including flow line, front and back of curb tops
- c. Sidewalks, type specified, hatch if concrete
- d. Pavement, type specified, hatch if concrete
- e. Roadway pavement crown line
- f. Driveways, type specified, hatch if concrete
- g. Gravel areas
- h. Retaining walls including top and toe, type specified
- i. Storm drainage structures (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes
- j. Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation
- k. Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes
- l. Water utilities (valves, hydrants, blowoffs, etc.)
- m. Visible irrigation boxes
- n. Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole)

- o. Natural gas valves, lines, and blowoffs
- p. Telephone lines and structures
- q. Cable lines and structures
- r. Traffic signal and street lighting poles, conduit, and junction boxes
- s. Signage, development or community signs
- t. Plastic and painted Channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas)
- u. Visible existing survey markers
- v. Vegetation (list trunk diameter and type for trees if 6" or greater)
- w. Fences and railings
- x. Mailboxes
- y. Bollards
- z. grade break lines, top and toe of slope lines
- aa. identify and define edges of landscaped or areas of lawn and tended planted areas in or out of R/W if accessible
- bb. any other surface features or structures public, private or utility purveyor owned within the minimum survey area defined
- cc. Any existing paint locate markings identified by type

1.5 Base Map Preparation

The Consultant shall prepare a basemap in electronic format in Autocad Civil 3D with Civil 3D surface model, points and point groups, version 2019 preferred as utilized by the city, earlier versions are acceptable. It shall be completed using the vertical and horizontal control listed under Task 1.3. Units for the basemap shall be in feet. This basemap shall include all surface features listed above, catch basin rims and invert elevations, a TIN Surface depicting one-foot contours, right-of-way lines, parcel lines, and parcel information (property owner name, address, parcel number). Break lines shall be provided for all pertinent sections (at a minimum these shall include crown, flow line, curb, and any other vertical faces). The TIN shall include these break lines. All layers, blocks, text styles, point styles, and line types shall be derived from KPFF drawing standards. Point descriptions will follow Consultants point coding and a detailed list of codes will be provided to the City. At a minimum, a narrative explaining how the horizontal control was established will be included in the basemap. This shall include a description of the monuments and the basis for bearing. Consultant will prepare a right-of-way basemap depicting the existing right-of-way and adjacent properties. Consultant will analyze title reports and plot easements on adjacent properties. A minimum of .10" lettering at 1" = 20' scale shall be used in the drafted file. Utility and topographic notes shall be .10". Surveyor shall use KPFF drafting standards including symbology, line types and standard drawing layers in the file.

Hard copy plots and PDF's of the survey sheets shall be provided.

TASK 2 – RIGHT-OF-WAY PLAN & SUPPORTING EASEMENT DOCUMENTS

2.1 Project Management

The Consultant shall prepare a project budget and manage the Professional Services Agreement between the Consultant and the City. All tasks and staff for survey services shall be managed by the Consultant. It is the responsibility of the Consultant

to secure title reports for each property. It is the responsibility of the Consultant to communicate with the City regarding survey issues, planning, right-of-way and easement takes costs, and schedule. This shall include administering a monthly/final Consultant invoice to the City for the services provided.

2.2 Right-of-Way Plan Preparation

The Consultant will prepare a Right-of-Way Plan per the WSDOT LAG Manual standards and in coordination with the City prepared construction documents. Right-of-Way Plans will reflect current right-of-way limits, adjoining properties, ownership of properties and temporary construction and right-of-way acquisitions as identified by the design engineer. KPFF will secure title reports for the properties affected by the design. The number of properties affected by the design will not exceed 25. The City will provide all line work or guidance for all right-of-way acquisitions and easements documents shown on the Right-of-Way Plans.

2.3 Easement Exhibits & Descriptions

The Consultant will prepare easement exhibit maps and descriptions to accompany the easement documents. The easements and descriptions will be prepared and written per the WSDOT LAG Manual Standards. The easements and descriptions will reference the prepared Right-of-Way Plan. All property owner negotiations, easement preparation, and recording of easement documents will be performed by a right-of-way consultant contracted with the City of University Place. It is assumed that for each property up to two exhibits will be provided, one for right-of-way acquisition and one for temporary construction easements. The number of properties requiring easement document preparation will not exceed 25 for a maximum total of 50 exhibits and descriptions.

TASK 3 – PRELIMINARY RIGHT OF WAY PLANS

3.1 Project Management

The Consultant shall prepare a project budget and manage the Professional Services Agreement between the Consultant and the City. All tasks and staff for survey services shall be managed by the Consultant. It is the responsibility of the Consultant to communicate with the City regarding survey issues, costs, and schedule. This shall include administering a monthly/final Consultant invoice to the City for the services provided.

3.2 Horizontal and Vertical Control

The datum for horizontal control shall be done using Washington State Plane Coordinates (South Zone expressed in US Survey feet) NAD 83/91. The datum for the vertical control shall be NGVD 1929, and horizontal shall be NAD 1983 HARN State Plane WA south. Sufficient control points will be added throughout the project limits to ensure that all points within the right-of-way can be mapped. The Consultant shall tie into at least two (2) existing horizontal and vertical control points in order to establish the horizontal and vertical datums.

3.3 Topographic Survey

The Consultant will utilize GIS and aerial data provided by the City of University Place to map topographic features to be depicted on the right of way plans.

3.4 Right of Way Plan Preparation

The Consultant will prepare Right-of-Way Plan utilizing GIS data for the property boundaries. The plans will be consistent with the WSDOT LAG Manual Standards. Right-of-Way Plans will reflect current Right-of-Way limits, adjoining properties, ownership of properties and temporary construction and right-of-way acquisitions as identified by the design engineer.

ASSUMPTIONS

In addition to any assumptions previously made in this proposal, the following assumptions have been made in preparation of this scope of work:

- Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing any such work, KPFF will discuss with you the need and impact on the scope and fee.
- KPFF will be allowed unrestricted access to site during course of project.
- Where required, the City will secure rights of entry for adjacent properties.
- City will confirm and supply KPFF with any necessary rights of entry prior to performing work on private property.
- City will provide any record utility information within the project limits.
- The city will provide KPFF with Lidar data for areas required that are outside the right of way, KPFF will utilize this data to augment the survey beyond the right of way limits.
- Potholing utilities is not part of this scope. Should potholing be necessary to complete design, KPFF can provide a fee proposal for coordinating and locating utility potholes. Potholing for the shoring design will be coordinated by others.
- Underground utilities will be mapped based on locates painted on the ground, these locates are limited to conductible utilities only, ground penetrating radar will not be utilized for this project. Utilities may exist that are not conductible. In this case, KPFF will show surface features and supplement with record data provided by the City.
- Underground utilities will be shown based on best available information and utility locates. Pipe sizes and types will be shown only where record information is available, or where access for measurement is available, such as sanitary sewer and storm structures.

- Traffic control is not part of this scope. Should traffic control, including but not limited to, flaggers, and lane closures become necessary, KPFF will work with City crews to coordinate traffic control. At the request of the City, KPFF can hire a private consultant to perform the traffic control necessary to complete the scope of work.
- Title report costs are an estimate only. KPFF will submit title company invoices to the City for reimbursement.
- Title reports will be for informational purposes only, title insurance is not part of the title report cost.
- Title report fee does not account for date downs or updates throughout the project. Additional title company expense generated by purchases and sales of properties will be billed at cost.
- Fee given does not include meetings.

FEES

We propose to provide the above services for a time and materials not-to-exceed basis.

Task 1 – Right-of-Way Base Mapping & Topographic Survey	\$ 77,059
Task 2 – Right-of-Way Plan & Supporting Easement Documents	57,381
Task 3 – Preliminary Right of Way Plan	25,139
Title Report Cost (<i>Estimate Only</i>)	7,500
Utility Locates	<u>6,800</u>
Total	\$ 173,879

SCHEDULE

KPFF is available to proceed with this work within two (2) weeks of your written authorization to proceed and will work with the City staff to develop scheduled deliverables that accommodate the design schedule.

We appreciate the opportunity to continue working with you on this project. If this proposal meets your approval, please sign below and return one copy for our files. If you have any questions concerning this proposal, please feel free to contact me at (360) 292-7230 or email at jereme.chapman@kpff.com.

Sincerely,



Jereme Chapman, PLS
Project Surveyor

Jack Ecklund
April 15, 2020
Page 7

JFC:SLC

Enclosure

65400

Approved: _____ Date: _____
City of University Place

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

Proposed Council Action:

Authorize the City Manager to execute a contract extension with ABM Industrial Group for janitorial services for City facilities in the amount of Sixty-Six Thousand Three Hundred Twelve Dollars (\$66,312.00).

Agenda No: 6G
Dept. Origin: Public Works, Parks
For Agenda of: April 20, 2020
Exhibits: Contract Extension

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

Expenditure Required: \$66,312.00	Amount Budgeted: \$69,380.00	Appropriation Required: \$0.00
--------------------------------------	---------------------------------	-----------------------------------

SUMMARY / POLICY ISSUES

ABM Industrial Group has been the City's service provider for janitorial services since 2015. At that time, ABM was selected after a competitive bid process. This vendor has proved to be responsive and diligent in their services to the City. They have been extremely helpful with regular cleaning and additional duties related to events. This year the prevailing wage rate for this type of service increased from \$9.49/hour to \$19.99/hour which is a 110% increase. However, the contract amount is only being increased by 23%. ABM is also willing to allow us to extend the contract 2 additional years with only a 3.5% per year increase.

RECOMMENDATION / MOTION

MOVE TO: Authorize the City Manager to execute a contract extension with ABM Industrial Group for janitorial services for City facilities in the amount of Sixty-Six Thousand Three Hundred Twelve Dollars (\$66,312.00).

SMALL PUBLIC WORKS MAINTENANCE SERVICES AGREEMENT EXTENSION FOR JANITORIAL SERVICES BY CHANGE ORDER #2

This Agreement ("Agreement") is dated effective this ___ day of _____, 2020. The parties ("Parties") to this Agreement are the City of University Place, a Washington municipal corporation ("City"), and ABM Industrial Groups, LLC, ("Contractor").

A. The City secured through a competitive process the janitorial services of a skilled independent contractor capable of providing necessary cleaning/janitorial services without direct supervision with service personnel who are experienced in cleaning, and, are 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, and has fully performed through the initial term of this Agreement.

C. This Agreement provides that the term, scope, and compensation may be by written change order signed by both parties.

D. The City and the Contractor have agreed to the following adjustments to the term and compensation of the Agreement as follows with the amendments constituting an agreed change order under this Agreement;

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

1. SERVICES.

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

1.2. 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 Service. The City reserves the right to inspect, review and approve the Service to assure that it has been completed as specified prior to payment.

1.4. Clean Up. At any time during the term of the Agreement, the City may order, and the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Contractor's performance of the service. In the event that the Contractor fails to comply with the clean up order, the City may, but is not obligated to perform the necessary clean up, and the costs thereof shall be immediately paid by the Contractor to the City, or the City may deduct its costs from any payments due to the Contractor.

1.5. 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, 2022. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either Party, by giving thirty (30) days written notice to the other party.

4. COMPENSATION.

4.1 Compensation. Compensation for Services shall be in accordance with the rates set forth in Exhibit "A" attached hereto and incorporated by this reference.

4.2 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.

4.3 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. REPRESENTATION AND WARRANTY.

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.

The Contractor has a Business License from the City of University Place, if applicable.

The Contractor shall at its own cost and expense, correct all work performed that the City deems, in its sole discretion, to have defects in workmanship or materials, which is discovered within one year of the termination of the Agreement.

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 maintenance 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. CHANGE ORDERS

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

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

8. 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.

9. 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. Commercial General Liability with limits not less than one million (\$1,000,000.00) per occurrence and one million (\$1,000,000.00) general aggregate.
3. Professional Liability with a limit of not less than one million (\$1,000,000.00) per claim.

The City shall be named as an additional insured on the Commercial General Liability insurance policy. The Contractor shall furnish a certificate or certificates of insurance to the City evidencing the required insurance before commencing any Service. The certificates of insurance shall give the City thirty (30) days notice of cancellation.

10. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Contractor, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Contractor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

11. PREVAILING WAGES

11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 RCW, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, work persons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or

occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Exhibit "E" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates, which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

11.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract do not apply to:

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

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

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

11.5 Rate Adjustment. The parties recognize the potential for future variances in applicable prevailing wages. If, following entry of this Agreement, the applicable prevailing wage(s) change, the wages which the Contractor shall pay its employees must be altered annually to recognize and follow the most recently promulgated increases in prevailing wages each year after the first year of the contract period. The cost of the increases in the wages due employees shall be borne by the City. Not later than November 1st of each year, the Contractor and the City shall confer and exchange proposed amendments to the rate of Services & Quotes (Exhibit A to the Contract) which address such prevailing wages, and the rates set forth in this agreement shall be adjusted.

12. 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.

13. SERVICE PRODUCT.

All Service 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 Service product remaining in the possession of the Contractor to the City.

14. 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.

15. 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.

16. GENERAL PROVISIONS.

16.1 Entire Agreement. This Agreement and Contract Documents contain 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. The term “Contract Documents” includes the following:

- a) This Agreement
- b) Exhibit A – List of Services and Quote
- c) Exhibit C – Prevailing Wage Schedule

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

16.3 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.

16.4 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.

16.5 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.

16.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

16.7 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.

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

16.9 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.

16.10 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.

16.11 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.

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

16.13 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.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

16.15 Conflicting Provisions. In the event of a conflict between the terms of any Contract Documents, the City Manager or designee shall issue a interpretation to resolve the conflict, which shall be final and binding.

Executed on the dates written below.

ABM INDUSTRIAL GROUPS,LLC

CITY OF UNIVERSITY

By: _____

By: _____

Printed Name: _____

Printed Name: Steve Sugg

Title: _____

Title: City Manager

Address: 1202 South 38th St
Tacoma, WA 98409

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

Date: _____

Date: _____

Approved as to form:

Matt Kaser, City Attorney

City of University Place - Monthly Cost for Each Site Per Janitorial Requirements and Schedule 2020:

Site Location	\$ Costs Per Month
Civic Building	
2nd and 3rd Floor City Hall	\$1613.59 for 2020
1st and 2nd Floor – Police Offices	\$950.47 for 2020
1st Floor - Hallway and Restrooms	\$2138.56 for 2020
2 nd Floor – Lobby and Hallway	\$270.77 for 2020
2 nd Floor - Restrooms	\$270.77 for 2020
Public Works Offices and Mud/Locker Room	\$281.83 for 2020
Total Cost Per Month	\$5526.00 for 2020

City of University Place - Monthly Cost for Each Site Per Janitorial Requirements and Schedule 2021:

Site Location	\$ Costs Per Month
Civic Building	
2nd and 3rd Floor City Hall	\$1670.07 for 2021
1st and 2nd Floor – Police Offices	\$983.74 for 2021
1st Floor - Hallway and Restrooms	\$2213.41 for 2021
2 nd Floor – Lobby and Hallway	\$280.25 for 2021
2 nd Floor - Restrooms	\$280.25 for 2021
Public Works Offices and Mud/Locker Room	\$291.69 for 2021
Total Cost Per Month	\$5719.41 for 2021

City of University Place - Monthly Cost for Each Site Per Janitorial Requirements and Schedule 2022:

Site Location	\$ Costs Per Month
Civic Building	
2nd and 3rd Floor City Hall	\$1728.52 for 2022
1st and 2nd Floor – Police Offices	\$1018.17 for 2022
1st Floor - Hallway and Restrooms	\$2290.88 for 2022
2 nd Floor – Lobby and Hallway	\$290.06 for 2022
2 nd Floor - Restrooms	\$290.06 for 2022
Public Works Offices and Mud/Locker Room	\$301.90 for 2022
Total Cost Per Month	\$5919.59 for 2022