

1. 6:30 P.M. City Council Regular Meeting Materials

Documents:

[02-03-25 RM.PDF](#)

[AGENDA 02-03-25.PDF](#)

**UNIVERSITY PLACE CITY COUNCIL
Regular Council Meeting
Monday, February 3, 2025, 6:30 p.m.**



Note: Times are approximate and subject to change.

PUBLIC NOTICE

The University Place City Council will hold its scheduled meetings to ensure essential city functions continue. Members of the public can attend and participate in a Council meeting in the following manners:

- In-person at the City Council Chambers at 3609 Market Place West, Third Floor;
- Watch live broadcast on University Place Television, Lightcurve (formerly Rainier Connect) Channel 12 or Comcast Channel 21 (SD) or 321 (HD);
- Watch live broadcast on the City's YouTube channel www.YouTube.com/UniversityPlaceTV;
- Watch live broadcast on the City's website www.cityofup.com/398/City-Council-Meetings;
- Listen by telephone by dialing 1 509-342-7253 United States, Spokane (Toll), Conference ID: 623 692 017#; or
- Attend virtually by clicking this hyper-link: [Join the meeting now](#).

How to participate in Public Comment and public testimony on Public Hearings:

- In-person at the City Council Chambers.
- Written comments are accepted via email. Comments should be sent to the 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.
- Participation by telephone. Call the telephone number listed above and enter the Conference ID number. Once the Mayor calls for public comment, use the "Raise Hand" feature by pressing *5 on your phone. Your name or the last four digits of your phone number will be called out when it is your turn to speak. Press *6 to un-mute yourself to speak.
- Participation by computer. Join the meeting virtually by clicking on the hyper-link above. Turn off your camera and microphone before you press "Join Now." Once the Mayor calls for public comment, use the "Raise Hand" icon on the Microsoft Teams toolbar located at the top of your screen. Your screen name will be called out when it is your turn to speak. Turn on your camera and microphone (icon located at the top of your screen) to unmute yourself. Once you are done, turn off your camera and microphone.

In the event of technical difficulties, remote public participation may be limited.

AGENDA

- | | |
|---------|--|
| 6:30 pm | 1. CALL REGULAR MEETING TO ORDER |
| | 2. ROLL CALL |
| | 3. PLEDGE OF ALLEGIANCE – Councilmember Grassi |
| | 4. APPROVAL OF AGENDA |
| 6:35 pm | 5. PRESENTATION
• Welcome and Introduction - Pierce County Councilmember Rosie Ayala, District 4 |
| 7:00 pm | 6. PUBLIC COMMENTS |
| 7:05 pm | 7A. – CONSENT AGENDA
7H. Motion: Approve or Amend the Consent Agenda as Proposed |

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

- A. Approve the minutes of the 01/21/25 Council meeting as submitted.**
- B. Receive and File: Claims dated 01-09-25 and 01/15/25.**
- C. Receive and File: Committees and Representatives' Assignments 2025.**
- D. Approve the cancellation of the February 18, 2025 Regular Council meeting.**

- E. Authorize the purchase of easements in the amount of \$65,430.00 from Edward Hakjun Park and Mary Soon Ae Park, over a portion of parcel #6468000020 for the 67th Phase I project and authorize the City Manager to execute all necessary documents.
- F. Authorize the City Manager to purchase two (2) 2025 Ford Escape Plug-In Hybrid electric vehicles in the amount of \$87,526.50, including tax.
- G. Adopt a Resolution designating an applicant agent for the purposes of obtaining and administering certain state and federal financial assistance under the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant.
- H. Authorize the City Manager to award a Small Public Works Contract to Air Systems Engineering, Inc. for the installation of an HVAC Air Make-up and Exhaust Fan System in the amount of \$55,532.24, including tax, and execute all the necessary contract documents.

7:10 pm

- 8. 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.)

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

7:30 pm

- 9. LEGISLATIVE PROPOSAL: ARTS ADVISORY COMMISSION**

9:00 pm

- 10. ADJOURNMENT**

***PRELIMINARY CITY COUNCIL AGENDA**

February 18, 2025
Regular Council Meeting

March 3, 2025
Regular Council Meeting

March 17, 2025
Regular Council Meeting

April 7, 2025
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
Tuesday, January 21, 2025**

1. CALL REGULAR MEETING TO ORDER

Mayor Figueroa called the Regular Meeting to order at 6:38 p.m.

2. ROLL CALL

Roll call was taken by the City Clerk as follows:

Councilmember Boykin	Present
Councilmember Worthington	Excused
Councilmember McCluskey	Present
Councilmember Flemming	Present
Councilmember Grassi	Present
Mayor Pro Tem Wood	Present
Mayor Figueroa	Present

Staff Present: City Manager Sugg, City Attorney Kaser, Police Chief Burke, Community and Economic Development Director Briske, Public Works Director Ecklund, Planning Manager George, Administrative Services Director Petorak (virtual), and City Clerk Genetia.

3. PLEDGE OF ALLEGIANCE

Councilmember Flemming led the Council in the Pledge of Allegiance.

4. APPROVAL OF AGENDA

MOTION: By Mayor Pro Tem Wood, seconded by Councilmember Flemming, to approve the agenda.

The motion carried.

5. PUBLIC COMMENTS – None.

6. CONSENT AGENDA

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

- A.** Approve the minutes of the January 6, 2025 Council meeting as submitted.
- B.** Receive and File: Payroll for period ending 01/15/25.
- C.** Receive and File: Certificate of Recognition – Rick Larson, Economic Advisory Commission.
- D.** Receive and File: Certificate of Recognition – Ron Kent, Economic Advisory Commission.
- E.** Receive and File: Certificate of Recognition – Rick Mehlman, Park Advisory Commission.
- F.** Authorize the purchase of one (1) family assist style restroom building in the amount of One Hundred Eighty-Eight Thousand Three Hundred Eighty-Nine Dollars and Four Cents (\$188,389.04), including tax.

The motion carried.

Mayor Figueroa recognized Rick Larson, Ron Kent, Rick Mehlman and Sandy McKenzie for their commitment and respective contributions in the Economic Development Advisory Commission, Park Advisory Commission, and Planning Commission.

7. CITY MANAGER AND COUNCIL COMMENTS/REPORTS

City Manager Sugg notified Council that there are currently no agenda items scheduled for the February 18, 2025 regular meeting and inquired about Council's interest in cancelling it. Mayor Figueroa asked his colleagues to send their thoughts/feedback regarding the cancellation directly to the City Manager.

Public Works Director Ecklund informed Council that Pierce County Sewer has issued an Emergency Declaration to repair/reline their primary sewer pipe that runs underneath Bridgeport Way between the City limits and Lakewood (around the vicinity of Walmart). The work is anticipated to begin soon and will have impact on traffic due to road closures during repair.

Councilmember Boykin took the opportunity to recognize and reflect upon Dr. Martin Luther King Jr.'s work, achievements and legacy.

Councilmember McCluskey remarked on Martin Luther King Jr.'s Day commemorating his birthday and was reminded of the historic word of JFK on the importance of civic action and public service. She thanked the City commissioners for their integral and strategic work for the City. Lastly, she reported her attendance to the Pierce County Regional Council meeting and shared information on topic of discussion.

Mayor Pro Tem Wood thanked the City Commissioners, both those who left the Commissions and those who are still serving, for their invaluable service.

Councilmember Flemming thanked Councilmember Boykin for his comments. He reported his attendance to the Pierce County Regional Council, SSHA³P and Rotary Club meetings, sharing information on its respective discussions/presentations.

Councilmember Grassi echoed her gratitude for Councilmember Boykin's comments and the importance of remembering and continuing the legacy of Dr. Martin Luther King Jr. and his life of service. She thanked the City Commissioners for their service, time and talent. Lastly, she mentioned a project headed by Congresswoman Strickland for veterans and first responders from the 10th District.

REPORT/STUDY SESSION

8. PIERCE TRANSIT DESTINATION 2045 LONG RANGE PLAN

Pierce Transit's Principal Planner Stavish and Senior Planner Petersen provided an overview of Pierce Transit's 2045 Long-Range Plan highlighting the four incremental growth scenarios and how the system can grow under different funding assumptions; the elements of the agency's operations and service areas; rider performance and proposed routes for projected growth in population, housing, and employment; various measures of inequity in terms of transportation access; capital needs outline (4 B's); and advances in technology.

Questions were answered with regards to strategic plan for funding and implementing the scenarios, revenue sources, bus routes/access for aging population, and how to mitigate barriers to technology.

9. HB-1110 (MIDDLE HOUSING) COMPLIANCE LEGISLATION

Community and Economic Development Director Briske, along with Planning Manager George, provided an overview on House Bill 1110 (referred to as Middle Housing Bill) that requires cities of certain sizes and locations to allow multiple dwelling units per lot in a middle housing type of form in areas traditionally dedicated to single-family detached housing.

Under HB-1110, the City is required to allow at least six of nine middle housing types; two units on all residential lots; four units on residential lots if one unit is income-restricted affordable housing/four units on residential lots within a quarter mile of major transit; it also allows jurisdictions to apply design standards for middle housing types; and apply the same development regulations as for detached single-family homes. Planning Manager George reminded Council that this legislation will only apply to R1 and R2 zones. He noted that the proposed Middle Housing definition to mean "residential buildings that are compatible in

scale, form, and character with single-family houses and contain two to four dwelling units.” City proposes middle housing types to include duplex, triplex, fourplex, townhouses, stacked flats and courtyard housing. HB-1110 allows up to four units on residential lots if one unit is income-restricted affordable housing and meets the following requirements: Cost of units (including utilities other than telephone) must not exceed 30% of the monthly income of a household whose income does not exceed (1) affordable rental of 60% of area median income (AMI), and (2) affordable ownership of 80% of area median income (AMI). Planning Manager George noted that the design standards under consideration for middle housing include entry design, minimum window and doors percentage, driveway standards, façade articulation requirements, and pedestrian access.

Director Briske went over what the City currently allows on conforming and non-conforming (substandard) lots and alternatives/options and changes that are being considered to comply with HB-1110 requirements. Middle housing amendments under consideration include definitions for middle housing and middle housing building types; design standards; incorporating middle housing development standards to density and dimensions tables, parking code, front setbacks for middle housing and single-family; and developing a new Unit Lot Subdivision (ULS) process. He explained the concept of Unit Lot Subdivision process.

The Planning Commission is scheduled to meet again in March to review the full draft amendments and hold a public hearing to vote on a recommendation to the City Council. The City is required to implement the requirements of the bill no later than June 30, 2025.

Questions were answered/clarified with regard to R-3 zone definition and how it differs from middle housing zoning, HUD AMI requirements, incentives to build/rent (if AMI falls behind), minimum square footage requirements, garage/parking requirements, ULS concept as it applies to lot size requirement, affordability requirement/ownership, and ULS’ unintended consequence on density increase.

At 8:56 p.m., a motion was made and was carried to extend the meeting for 30 minutes.

10. ADJOURNMENT - The meeting adjourned at 9:11 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

AGENDA

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 01-09-2025 Mini-Run

Check Range: 51991080 – 51991127

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 was 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 was issued.

<u>Vendor Name</u>	<u>Replacement Check #</u>	<u>Original Check #</u>
Moreland, Bernadette	51991080	51990979

Auditing Officer: (Signature on file.)

Date: _____

Bank : bofa BANK OF AMERICA

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51991081	12/31/2024	025179	ACCESS INFORMATION MAN	11338665	12/31/2024	DEC24/OFFSITE RECORDS STO	337.21	337.21
	Voucher:	53746						
51991082	12/31/2024	026784	ALISHIO PRODUCTIONS	018	1/3/2025	DEC17-DEC30/PLANNING/PRE P	1,775.00	1,775.00
	Voucher:	53747						
51991083	12/31/2024	026144	AMAZON	1JX1-XYGV-N9XV	1/6/2025	MEASURING WHEEL/QTY3	471.39	
	Voucher:	53748		19XM-GX4T-MN7I	1/6/2025	UMBRELLA/PLANNER/PENS/MIS	250.13	
				1L6J-RV3F-41YV	12/23/2024	TABLECLOTHS	190.12	
				1YR7-NKRN-6Q1I	12/23/2024	BINDERS	62.49	
				1GWP-DQDM-RM	12/27/2024	CREDIT/INV#1L6J-RV3F-41YV/TA	-66.00	908.13
51991084	12/31/2024	001818	APEX ENGINEERING PLLC	202401402	11/18/2024	OCT01-OCT31/SALT & RIM GRE	800.00	800.00
	Voucher:	53749						
51991085	12/31/2024	026214	ARC DOCUMENT SOLUTION	12692637	1/3/2025	PRINT SET UP/67TH AVE W/PUBI	474.99	474.99
	Voucher:	53750						
51991086	12/31/2024	026264	BOSS MAMA'S KITCHEN	145	12/6/2024	BAND MEMBERS MEALS/TREE L	117.81	117.81
	Voucher:	53751						
51991087	12/31/2024	026829	BRADLEY DESIGN GROUP, I	3421	1/5/2025	IRRIGATION/LANDSCAPE DESIG	3,490.00	3,490.00
	Voucher:	53752						
51991088	12/31/2024	026726	BUENAVISTA SERVICES INC	12239	1/1/2025	DEC24/JANITORIAL SERVICES/C	3,830.00	3,830.00
	Voucher:	53753						
51991089	12/31/2024	023941	C.C.'S CLASSY CHASSIS INC	W-2217	12/31/2025	DEC24/EXTERIOR WASH	39.00	
	Voucher:	53754		W-2218	12/31/2024	DEC24/EXTERIOR WASH/PLATIN	70.50	109.50
51991090	12/31/2024	025395	CANZLER TREE SERVICE, IN	8720	12/30/2024	TREE REMOVAL/STUMP GRINDII	3,027.75	3,027.75
	Voucher:	53755						
51991091	12/31/2024	001152	CENTURYLINK	334046271	12/21/2024	PHONES/CITY WIDE	567.72	567.72
	Voucher:	53756						
51991092	12/31/2024	001152	CENTURYLINK	716852357	12/24/2024	LONG DISTANCE	9.06	9.06
	Voucher:	53757						
51991093	12/31/2024	001108	CITY OF UNIVERSITY PLACE	4THQTR24	12/31/2024	PETTY CASH FUND/REIMBURSE	9.99	9.99
	Voucher:	53758						
51991094	12/31/2024	026788	CODE PUBLISHING	GCI0016326	12/23/2024	MUNICIPAL CODE/WEB UPDATE	421.14	421.14
	Voucher:	53759						
51991095	12/31/2024	002066	CONSOLIDATED ELECTR.DI	8541-1076965	11/14/2025	ADAPTOR/CEILING PLATE COME	27.53	27.53
	Voucher:	53760						

Bank : bofa BANK OF AMERICA			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51991096	12/31/2024	026836	CONSTRUCTION PARTS PN	42251	12/19/2024	HOLE GUTTER BROOM	5,339.85	5,339.85
	Voucher:	53761						
51991097	12/31/2024	024347	COPIERS NORTHWEST, INC.	INV2938875	12/31/2024	DEC01-DEC31/OVERAGE CHARG	210.57	
	Voucher:	53762		INV2938877	12/31/2024	DEC01-DEC31/OVERAGE CHARG	88.39	
				INV2938874	12/31/2025	DEC01-DEC31/OVERAGE CHARG	73.05	
				INV2938876	12/31/2024	DEC01-DEC31/OVERAGE CHARG	21.38	393.39
51991098	12/31/2024	023991	DESIGN'S BY MICHELLE SH/	30362	12/30/2024	EMBROIDERY/JACKET/POCKET	539.49	539.49
	Voucher:	53763						
51991099	12/31/2024	026499	EPIC LAND SOLUTIONS INC	1224-1197	1/6/2025	ROW ACQUISITION SERVICES/6	3,849.36	3,849.36
	Voucher:	53764						
51991100	12/31/2024	026821	ESTATE DESIGN AND CONS	2	1/7/2025	CONSTRUCTION OF ADDITIONAL	31,929.00	31,929.00
	Voucher:	53765						
51991101	12/31/2024	026712	FEDERAL EASTERN INTERN	567401	4/18/2024	VEST/DEPUTY MAIER/DEPUTY S	319.30	319.30
	Voucher:	53766						
51991102	12/31/2024	026729	FENAGH ENGINEERING AND	8411-1	11/30/2024	MATERIALS TESTING/SERVICES	1,636.00	1,636.00
	Voucher:	53767						
51991103	12/31/2024	002965	HD FOWLER COMPANY	I6897353	12/12/2024	DETENTION SYSTEM/BROOKSIC	85,820.69	
	Voucher:	53768		I6898194	12/13/2024	DETENTION SYSTEM/BROOKSIC	24,473.58	
				I6899061	12/16/2024	DETENTION SYSTEM/BROOKSIC	12,399.95	
				I6899821	12/17/2024	DETENTION SYSTEM/BROOKSIC	12,073.63	134,767.85
51991104	12/31/2024	001096	HONEY BUCKET	0554619343	12/27/2024	PORTA POTTY RENTAL/CURRAN	144.00	144.00
	Voucher:	53769						
51991105	12/31/2024	001374	INTERWEST METALS, INC.	474599	12/20/2024	ALUM CHANNEL	210.17	210.17
	Voucher:	53770						
51991106	12/31/2024	002091	LEXISNEXIS	3095543755	12/31/2024	DEC24/ONLINE LEGAL SERVICE	142.03	142.03
	Voucher:	53771						
51991107	12/31/2024	026335	LIGHTCURVE	9046606	12/16/2024	DEC16-JAN15/DTA RECEIVERS/C	42.46	42.46
	Voucher:	53772						
51991108	12/31/2024	001243	LLOYD ENTERPRISES INC	21087	11/8/2024	TRUCK RENTAL/WASTE HAULING	1,742.50	1,742.50
	Voucher:	53773						
51991109	12/31/2024	001797	LOWE'S BUSINESS ACCOUNT	DEC24	12/17/2024	DEC24/MISC REPAIR & MAINTEN	1,282.19	1,282.19
	Voucher:	53774						
51991110	12/31/2024	002272	NORTHWEST STEEL AND P	1106872	12/10/2024	MISC STEEL MATERIALS/ VARIO	1,728.62	1,728.62
	Voucher:	53775						

Bank : bofa BANK OF AMERICA		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51991111	12/31/2024	002150	OFFICE DEPOT,INC.	402118491001	12/20/2024	OFFICE SUPPLIES	190.88	
	Voucher:	53776		402621392001	12/17/2024	PENS/HIGHLIGHTERS/SUPPLIES	112.76	
				403095486001	12/22/2024	WALL CALENDAR/DESKPADS	76.48	
				402654180001	12/18/2024	NOTEBOOK/ARROW SIGN	52.08	
				402830002001	12/14/2024	FOLDER	35.11	
				404122310001	12/23/2024	OFFICE SUPPLIES	27.56	
				402654181001	12/18/2024	LEGAL PAD/STICKY NOTE	18.94	
				402825268001	12/13/2024	PENS/PAPER CLIPS	18.68	
				403095490001	12/23/2024	BOOT & SHOE COVER	15.73	
				403095485001	12/20/2024	MONTHLY PLANNER	8.71	
				403095488001	12/20/2024	LEGAL PAD	2.86	559.79
51991112	12/31/2024	026127	PCRCD / DBA LRI	11727B190	12/31/2024	DISPOSAL/SPECIAL WASTE	7,248.37	
	Voucher:	53777		11687B190	11/30/2024	DISPOSAL/SPECIAL WASTE	2,235.07	9,483.44
51991113	12/31/2024	001109	PIERCE COUNTY BUDGET &	CI-358423	10/2/2024	AUG24/TRAFFIC OPERATIONS M	6,569.36	
	Voucher:	53778		CI-361941	12/23/2024	NOV24/REIMBURSEMENT/M&O	3,650.00	10,219.36
51991114	12/31/2024	024698	PIERCE COUNTY SECURITY	441477	11/7/2024	#009205/OCT24/CIRQUE PARK	235.00	
	Voucher:	53779		441512	11/7/2024	#009206/OCT24/KOBAYASHI PAR	235.00	
				441306	11/7/2024	#010740/OCT24/PARADISE POND	235.00	
				441351	11/7/2024	#012655/OCT24/SEAVIEW ST SUI	93.24	798.24
51991115	12/31/2024	025843	REED TRUCKING & EXCAV	1	12/31/2024	NOV24/35TH ST W/PH2	144,664.55	144,664.55
	Voucher:	53780						
51991116	12/31/2024	025761	RWC GROUP	XA103113914:01	12/23/2024	SURGE TANK/GAUGE OIL LEVEL	118.09	118.09
	Voucher:	53781						
51991117	12/31/2024	025431	SIMPLOT TURF & HORTICUL	212133520	12/31/2024	PESTICIDE TRAINING/VARIOUS :	325.00	325.00
	Voucher:	53782						
51991118	12/31/2024	023068	SIR SPEEDY, INC.	146941	11/22/2024	ARTWORK & SETUP/FIRE CODE	275.25	275.25
	Voucher:	53783						
51991119	12/31/2024	021951	SIRENNET.COM	0280226	1/2/2025	VEHICLE SAFETY LIGHTING/TRL	1,510.57	
	Voucher:	53784		0280364	1/6/2024	PASSENGER SIDE MOUNT	713.56	2,224.13
51991120	12/31/2024	026662	SOFTRESOURCES LLC	5320	1/6/2025	ERP SOFTWARE/DEC24/ERP PR	12,712.50	12,712.50
	Voucher:	53785						
51991121	12/31/2024	026822	STAFFORD EXCAVATING	2	1/3/2025	DEC24/BROOKSIDE STORMWAT	188,965.29	188,965.29
	Voucher:	53786						
51991122	12/31/2024	002097	TACOMA SCREW PRODUCT:	100336969-00	10/29/2024	WIRE ROPE/MACHINE SCREWS/	122.62	122.62
	Voucher:	53787						

Bank : bofa BANK OF AMERICA			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51991123	12/31/2024	024006	TIERRA RIGHT OF WAY SVC 2402246	1/5/2025	NOV24-DEC31/35TH ST W IMPRC	130.00	130.00	
	Voucher:	53788						
51991124	12/31/2024	025376	UNIVERSAL FIELD SERVICE: 407682	10/31/2024	OCT24/67TH AVE W/PH 2	243.26	243.26	
	Voucher:	53789						
51991125	12/31/2024	026689	URBAN RESTORATION GRO 00045874	12/16/2024	GRAFFITI REMOVAL PRODUCTS	1,464.00	1,464.00	
	Voucher:	53790						
51991126	12/31/2024	026212	VESTIS UNIFORM & WORKP 5120568891	11/5/2024	MAT RENTAL/PW SHOP	35.01	35.01	
	Voucher:	53791						
51991127	12/31/2024	002474	WA STATE DEPT OF LICENSI L0257651260	1/2/2025	DEC24/LICENSE PLATE QUERIE	0.16	0.16	
	Voucher:	53792						
Sub total for BANK OF AMERICA:							572,312.73	

47 checks in this report.

Grand Total All Checks: 572,312.73

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 01-15-2025 Mini-Run

Check Range: 51991128 – 51991144, Wire #1062025

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 was 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 was 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	
1062025	1/6/2025	001126	BANK OF AMERICA	01062025	1/6/2025	FRAUDSTOPPER BULK COIN BA	48.00	48.00
	Voucher:	53797						
51991128	1/15/2025	002718	AMERICAN PUBLIC WORKS	000861663	1/1/2025	2025 MEMBERSHIP/T.WEST	263.00	
	Voucher:	53793		000861652	1/1/2025	2025 MEMBERSHIP/K.SCHMIDT	263.00	
				000849935	1/10/2025	2025 DUES/D.SAGE/#818930	263.00	789.00
51991129	1/15/2025	026323	ARCHIVESOCIAL, INC	321927	1/1/2025	SOCIAL MEDIA ARCHVING SUBS	8,309.69	8,309.69
	Voucher:	53794						
51991130	1/15/2025	001007	AWC ASSN OF WASHINGTON	134595	1/1/2025	2025 ANNUAL CITY MEMBERSHIP	30,031.00	
	Voucher:	53795		157088	1/1/2025	2025 CITY MEMBERSHIP/DRUG &	4,690.78	34,721.78
51991131	1/15/2025	026840	AZAVAR AUDIT SOLUTIONS,	158278	1/16/2025	2025/LOCALGOV/AX & FEE ADMI	4,957.60	4,957.60
	Voucher:	53796						
51991132	1/15/2025	001182	BIG JOHN'S TROPHIES	154472	1/3/2025	CLEAR STAND UPACRYLICS/LAS	308.84	308.84
	Voucher:	53798						
51991133	1/15/2025	026543	CINTAS FIRST AID AND SAFE	9302466863	12/31/2024	2025 SERVICE AGREEMENT/ZOL	386.45	
	Voucher:	53799		9303798140	1/9/2025	FIRST AID/AED SUPPLIES/PW SH	128.82	515.27
51991134	1/15/2025	001140	CITY OF TACOMA	91234347	1/8/2025	SEMI ANNUAL ATTACHMENT FEE	1,985.10	1,985.10
	Voucher:	53800						
51991135	1/15/2025	001211	GFOA	277454	1/7/2025	2025 MEMBERSHIP DUES/A.NICH	150.00	150.00
	Voucher:	53801						
51991136	1/15/2025	022739	GRAINGER	9360082334	1/2/2025	MISC REPAIR PARTS	95.47	95.47
	Voucher:	53802						
51991137	1/15/2025	001224	IIMC - MUNICIPAL CLERKS	2025 DUES	12/11/2024	2025 DUES/E.GENETIA/#22222	235.00	235.00
	Voucher:	53803						
51991138	1/15/2025	001072	KLOSOWSKI, DEBBIE	REIMB	1/8/2025	REIMB/CORE SUPPLIES/MOTH T	746.74	746.74
	Voucher:	53804						
51991139	1/15/2025	026715	NATIONAL PELRA	14168	1/1/2025	2025 DUAL STATE & NATIONAL M	225.00	225.00
	Voucher:	53805						
51991140	1/15/2025	003065	TACOMA-PIERCE CO HEALTH	IN0249264	1/6/2025	2025 ANNUAL WATER SYSTEM P	173.00	173.00
	Voucher:	53806						
51991141	1/15/2025	001157	WA ASSN OF BUILDING OFF	19000	11/1/2024	2025 MEMBERSHIP RENEWAL/D	109.00	109.00
	Voucher:	53807						
51991142	1/15/2025	001158	WA CITIES INSURANCE AUT	200439	1/1/2025	2025 PROPERTY & LIABILITY INS	336,136.00	336,136.00
	Voucher:	53808						

Bank : bofa BANK OF AMERICA				(Continued)			
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51991143	1/15/2025	021897 WEDA	9238	11/3/2024	2025 MEMBERSHIP DUES	400.00	400.00
	Voucher:	53809					
51991144	1/15/2025	021826 WHISTLE WORKWEAR	INV2070007808	1/5/2025	PERSONAL PROTECTIVE CLOTH	604.43	604.43
	Voucher:	53810					
Sub total for BANK OF AMERICA:							390,509.92

18 checks in this report.

Grand Total All Checks: 390,509.92

CITY OF UNIVERSITY PLACE COMMITTEES AND REPRESENTATIVES' ASSIGNMENTS – 2025

City Council Committees/Liaisons	Figueroa	Wood	Flemming	McCluskey	Worthington	Boykin	Grassi
Pierce County Mayors & Executive*	XX	X					
Pierce County Cities and Towns*	XX	X					
Legislative and Intergovernmental*	XX	X					
Pierce County Regional Council		X	XX	XX			X
Rainier Communications Commission	XX						
South Sound Housing Affordability Partners (SSH ³ P)			XX	X			
Pierce County Opioid Abatement Council					XX		
Commission Interview Committee			XX			X	X
Community Connector Program 16 th CAB	XX	X	X	X	X	X	X
Association of Washington Cities***	X	X	X	X	X	X	X
National League of Cities (NLC)***	X	X	X	X	X	X	X
Affiliated Commissions/Committees							
PCRC Committees ▪ Pierce County Climate Conversation ▪ Zoo Trek Authority		X		X			
Puget Sound Regional Council Committees ▪ Transportation Policy Board (Alt.)		X					
AWC Committees ▪ Legislative Priorities Committee			X				
National League of Cities (NLC) ▪ Small Cities Council				X		X	

XX = Designates Lead Responsibility

X = Designates Representation

*** = Designates Mayor or Designee**

***** = Non-U.P. Assignment**

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

Proposed Council Action:

Approve the cancellation of the February 18, 2025
Regular Council meeting.

Agenda No:

7D

Dept. Origin:

City Clerk's Office

For Agenda of:

February 3, 2025

Exhibits:

Concurred by Mayor:

Approved by City Manager:

Approved as to Form by City Atty.:

Approved by Finance Director:

Approved by Dept. Head:

Expenditure

Required: \$0.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$0.00

SUMMARY/POLICY ISSUES

The City Council holds its regular meetings on the first and third Monday of each month. It is being proposed that the February 18, 2025 regular meeting be cancelled subject to the City Council's concurrence/approval.

RECOMMENDATION/MOTION

MOVE TO: Approve the cancellation of the February 18, 2025 Regular Council meeting.

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

Proposed Council Action:

Authorize the purchase of easements in the amount of \$65,430.00 from Edward Hakjun Park and Mary Soon Ae Park, over a portion of parcel #6465000020 for the 67th Phase 1 project and authorize the City Manager to execute all necessary documents.

Agenda No:

7E

Dept. Origin:

Engineering

For Agenda of:

February 3, 2025

Exhibits:

Admin. Settlement Memo,
Easements and
Supporting Documents

Concurred by Mayor:

Approved by City Manager:

Approved as to Form by City Atty.:

Approved by Finance Director:

Approved by Dept. Head:

Expenditure

Required: \$65,430.00

Amount

Budgeted: \$65,430.00

Appropriation

Required: \$0.00-

SUMMARY/POLICY ISSUES

The improvements for the 67th Ave Phase 1 Roadway Improvement Project is part of the City's approved Transportation Improvement Plan (TIP), and in order to construct the street and walkway improvements, it is necessary to purchase easements for the right-of-way from the property owner. The easement purchase was negotiated by the City's Right of Way agent, Epic Land Solutions, in accordance with federal regulations. City staff recommend completing this purchase transaction so that the 67th Ave Phase 1 Roadway Improvement Project may proceed.

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

RECOMMENDATION/MOTION

MOVE TO: Authorize the purchase of easements in the amount of \$65,430.00 from Edward Hakjun Park and Mary Soon Ae Park, over a portion of parcel #6465000020 for the 67th Phase 1 project and authorize the City Manager to execute all necessary documents.

July 14, 2023

Edward Hakjun and Mary Soon Ae Park, Trustees
4305 Priest Point Dr.
Tulalip, WA 98271

Offer Letter

Project Title: 67th Avenue W Phase 1 Roadway Improvements
Parcel No.: 6465000020
Owner Name: Edward Hakjun and Mary Soon Ae Park, Trustees
Federal Aid No: STPUL-2957(010)

Dear Property Owner:

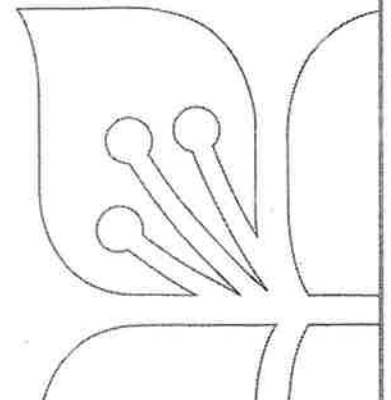
The City of University Place (City) plans to proceed with the above-titled public project. The project will be adding a travel lane, bike lanes, upgrading curbs and gutters and making intersection improvements. Ultimately, the project will enhance safety and increase the quality of life in the University Place community.

The purpose of this letter is to notify you of the following:

- The City's interest in acquiring your property and/or property rights for this project.
- The City's determination of just compensation for your property and/or property rights.
- The basic protections afforded to you by law.

As outlined below, the City has established an amount it believes is just compensation based on the market value estimated for your property. The City's offer is as follows:

Lands Conveyed Easement:	1,843 SF x \$31 /SF x 95%	\$54,300.00
Temporary Easement:	749 SF x \$31 /SF x 8% x 2 years	\$3,800.00
Improvements:	Trees, shrub, lawn	\$6,700.00
Total Amount (Rounded)		\$64,800.00



Your property has been examined by a qualified appraiser and appraisal reviewer who have carefully considered all the elements which contribute to the market value of your property. You, or your designated representative, were provided with an opportunity to accompany the appraiser and appraisal reviewers on all inspections of your property. By law, the appraisers and appraisal reviewers must disregard any general increase or decrease in value caused by the project.

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the Agency's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency's offer. The Agency will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property purchased and responsible for its control and management.

If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)
- A plan sheet showing the property rights needing to be acquired
- A copy of the valuation of your property
- The necessary legal documents for the transferring of the property or property rights.
- W-9 per IRS requirements

This letter has been sent to provide a concise statement of Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

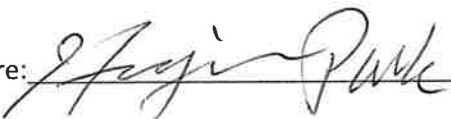
Sincerely,



Kelly Larson
Senior Right of Way Agent
Epic Land Solutions
1950 Black Lake Boulevard SW, Suite B
Olympia, WA 98512
360-291-6871 | Klarson@epicland.com



Acknowledgment of receipt of Offer Letter

Signature:  Date: 12-7-24

Signature above does not mean acceptance or rejection of offer.

After recording return document to:

City of University Place
4951 Grandview Drive West
University Place, WA 98466

Document Title: Easement

Reference Number of Related Document: N/A

Grantors: Edward Hakjun Park and Mary Soon Ae Park

Grantee: City of University Place

Legal Description: PTN LOT 13, OAS ADD., Vol. 12, P. 2, PIERCE COUNTY

Additional Legal Description is on Page 4 of Document

Assessor's Tax Parcel Number: 6465000020

EASEMENT

67th Avenue West Phase 1 Roadway Improvements

The Grantors, **Edward Hakjun Park and Mary Soon Ae Park, Trustees or their successor-in-interest, of the Park Family Trust U/D/T dated March 6, 2002, and any amendments thereto**, (hereinafter "Grantors"), for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, convey and grant unto the **City of University Place, a Washington municipal corporation** and its assigns, (hereinafter "Grantee"), under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, an easement ("Easement") over, under, upon and across the hereinafter described lands for the purposes of pedestrian use, bicycle use, and roadway improvements, (hereinafter "Easement").

Said lands being situated in Pierce County, State of Washington, and described as follows (hereinafter "Easement Property"):

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

The purpose of this Easement is to permit Grantee to access the Easement Property as necessary for pedestrian use, bicycle use, and roadway improvements. Grantors are owners of a parcel of land legally described in Exhibit A ("Property"), and the Easement Property is a

EASEMENT

portion of such Grantors' Property. Grantors at all times may use the Easement Property as may be convenient to the use of Grantors' remaining Property of which the Easement Property is a part, including driving upon it, but may not alter or impact the improvements within the easement area without prior approval of the grantee. Grantors may not obstruct public use within the easement.

Grantors, and their successors in interest, shall have no responsibility for or be obligated in any way to pay for any maintenance and repair of the easement except as set forth in this paragraph. Any damage to the Easement Property, due to the intentional, grossly negligent, or abnormal use by any party, or the party's agent, invitees or independent contractors, shall be the responsibility of that party and shall be repaired at the party's sole expense.

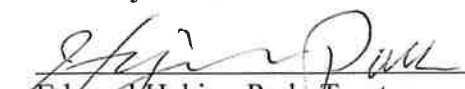
The Easement is subject to all valid rights existing in Grantors' Property as of the effective date of this Easement. The Grantors reserve the right to grant others the privilege to use the Grantors' Property with approval from the Grantee.

The parties intend and agree on behalf of themselves and on behalf of their heirs, successors, and assigns that this Easement shall be a covenant running with the land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sublessees, tenants, and subtenants.

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

Dated: 12-7-24, _____

**Park Family Trust U/D/T dated March 6, 2002,
and any amendments thereto**



Edward Hakjun Park, Trustee



Mary Soon Ae Park, Trustee

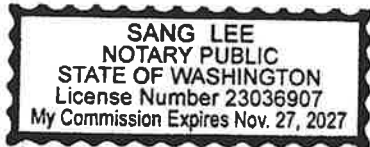
EASEMENT

STATE OF WASHINGTON)

County of Snohomish) : SS

On this 7th day of December 20 24, before me personally appeared Edward Hakjun Park and Mary Soon Ae Park, Trustees of the **Park Family Trust U/D/T dated March 6, 2002**, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Sang Lee
Notary Public in and for the State of

Washington, residing at 1711 Creek

My commission expires Nov. 27th 2027

Accepted and Approved

CITY OF UNIVERSITY PLACE

By: Stephen P. Sugg
Stephen P. Sugg
City Manager

Approved as to form

Matt Kaser, City Attorney

Date: _____

Date: 1/21/25

EASEMENT

EXHIBIT A

That part of the Southeast Quarter of the Northeast Quarter of Section 10, Township 20 North, Range 2 East, W.M. described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as "HES") 67+26.14 on the centerline of the 67th Avenue West Phase 1 From 40th Street West to Regents Boulevard and 40.00 feet Westerly therefrom;

Thence Easterly to a point opposite HES 67+26.09 and 35.00 feet Westerly therefrom;

Thence Southerly along the westerly right-of-way line of 67th Avenue West to a point opposite HES 63+62.47 and 35.00 feet Westerly therefrom to the beginning of a non-tangent curve whose radius point bears N 64°48'05" W 60.00 feet;

Thence Southwesterly along said curve and right-of-way line to a point opposite HES 63+53.28 and 40.00 feet Westerly therefrom;

Thence Northerly to the Point of Beginning

"PROPERTY"

LOT 13, OAS ADDITION, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 8708110207;

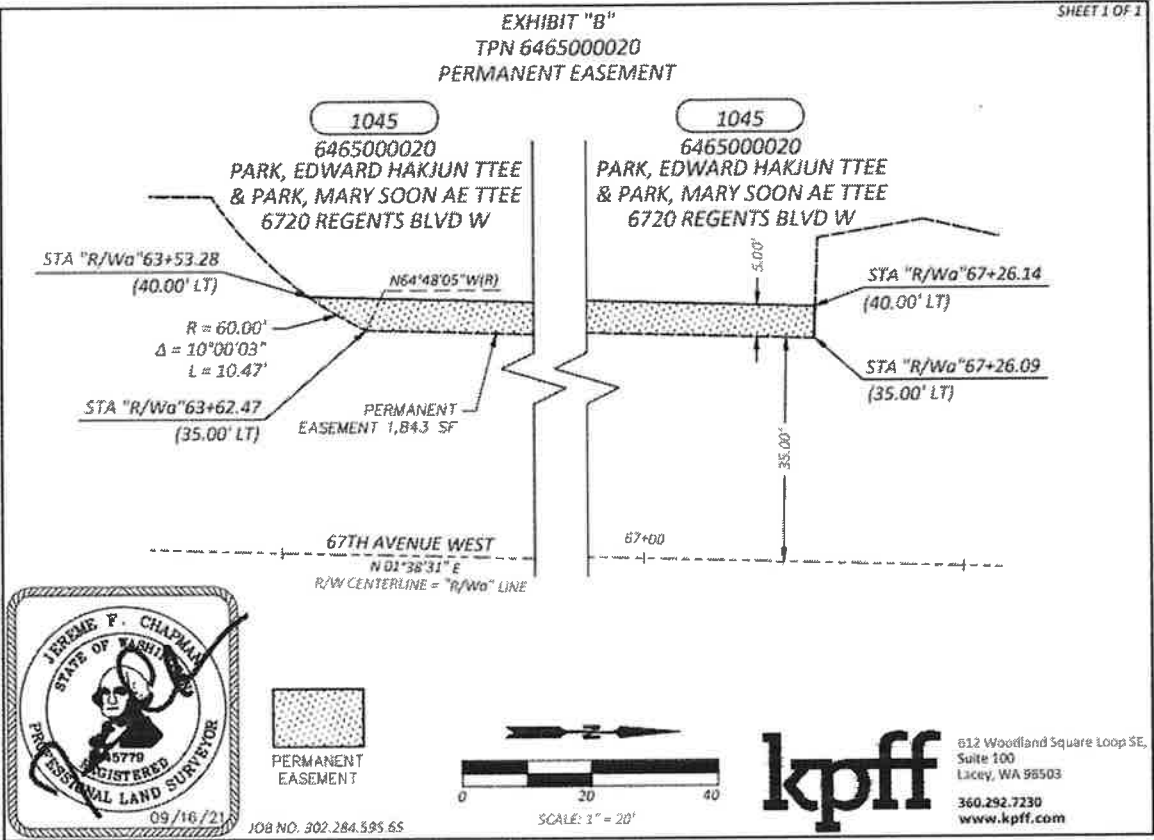
ALSO EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF UNIVERSITY PLACE BY QUIT CLAIM DEEDS RECORDED UNDER RECORDING NOS. 201306060155 AND 201306060157;

TOGETHER WITH THAT PORTION OF 27TH STREET WEST CONVEYED BY THE CITY OF UNIVERSITY PLACE BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 201306060156;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

EASEMENT

EXHIBIT B



After recording return document to:

City of University Place
4951 Grandview Drive West
University Place, WA 98466

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantors: Edward Hakjun Park and Mary Soon Ae Park

Grantees: City of University Place

Legal Description: PTN LOT 13, OAS ADD., Vol. 12, P. 2, PIERCE COUNTY

Additional Legal Description is on Page 4 of Document

Assessor's Tax Parcel Number: 6465000020

TEMPORARY EASEMENT

67th Avenue West Phase 1 Roadway Improvements

The Grantors, **Edward Hakjun Park and Mary Soon Ae Park, Trustees or their successor-in-interest, of the Park Family Trust U/D/T dated March 6, 2002, and any amendments thereto**, (hereinafter "Grantors"), for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **City of University Place, a Washington municipal corporation** and its assigns, (hereinafter "Grantee"), under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and temporary easement ("Temporary Easement") over, upon, and across the hereinafter described lands ("Temporary Easement") for the purpose of making roadway improvements.

Said lands being situated in Pierce County, State of Washington, and described in Exhibit A, and depicted on Exhibit B, attached hereto and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on **December 31, 2026**, hereinafter the "Term". Provided, however, that Grantee's use and occupancy of the Temporary Easement Property is limited to the period between January 1, 2025 and December 31, 2026, or until the end of construction, whichever occurs first.

TEMPORARY EASEMENT

The purpose of this Temporary Easement is to permit Grantee to access the Temporary Easement Property as necessary for making roadway improvements on the portion of Grantors' Property described in the Easement of even date. Grantors are owners of a parcel of land legally described in Exhibit A ("Property"), and the Temporary Easement Property is a portion of such Grantors' Property. Grantors at all times may use the Temporary Easement Property as may be convenient to the use of Grantors' remaining Property of which the Temporary Easement Property is a part, including driving upon it.

The Temporary Easement is subject to all valid rights existing in Grantors' Property as of the effective date of this Agreement. The Grantors reserve the right to grant others the privilege to use the Grantors' Property, and the parties specifically agree that this Agreement is not exclusive.

The parties intend and agree on behalf of themselves and on behalf of their heirs, successors, and assigns that this Agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sublessees, tenants, and subtenants.

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

Dated: 12 - 7, 2024

**Park Family Trust U/D/T dated March 6, 2002,
and any amendments thereto**


Edward Hakjun Park, Trustee


Mary Soon Ae Park, Trustee

TEMPORARY EASEMENT

STATE OF WASHINGTON)

County of Snohomish); ss

On this 7th day of December 2024, before me personally appeared Edward Hakjun Park and Mary Soon Ae Park, Trustees of the **Park Family Trust U/D/T dated March 6, 2002**, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as theirs free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Sang Lee
Notary Public in and for the State of
Washington, residing at Mill Creek
My commission expires Nov. 27th 2027

Accepted and Approved

CITY OF UNIVERSITY PLACE

By: Stephen P. Sugg

Stephen P. Sugg
City Manager

Date: 1/21/25

TEMPORARY EASEMENT

EXHIBIT A

TEMPORARY EASEMENT

That part of the Southeast Quarter of the Northeast Quarter of Section 10, Township 20 North, Range 2 East, W.M., described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as "HES") 67+26.17 on the centerline of the 67th Avenue West Phase 1 From 40th Street West to Regents Boulevard and 42.00 feet Westerly therefrom;

Thence Easterly to a point opposite HES 67+26.14 and 40.00 feet Westerly therefrom;

Thence Southerly parallel with the westerly right-of-way line of 67th Avenue West to a point opposite HES 63+53.28 and 40.00 feet Westerly therefrom to the beginning of a non-tangent curve whose radius point bears N54°48'02"W 60.00 feet;

Thence Southwesterly along said curve and right-of-way line to a point opposite HES 63+50.45 and 42.00 feet Westerly therefrom;

Thence Northerly to the Point of Beginning.

Containing 749 Square Feet.

"PROPERTY"

LOT 13, OAS ADDITION, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 8708110207;

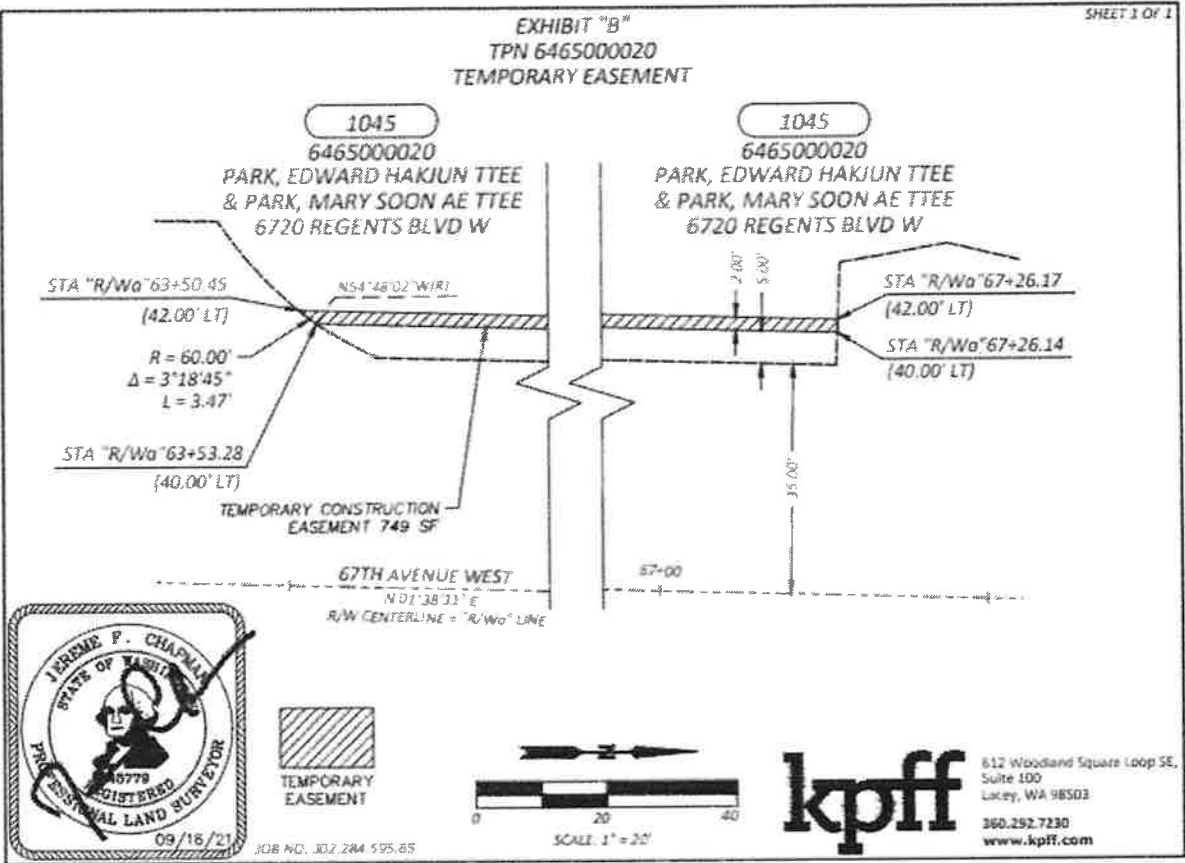
ALSO EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF UNIVERSITY PLACE BY QUIT CLAIM DEEDS RECORDED UNDER RECORDING NOS. 201306060155 AND 201306060157;

TOGETHER WITH THAT PORTION OF 27TH STREET WEST CONVEYED BY THE CITY OF UNIVERSITY PLACE BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 201306060156;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

TEMPORARY EASEMENT

EXHIBIT B



REAL PROPERTY VOUCHER

AGENCY NAME City of University Place 3609 Market Place West Suite 200 University Place, WA 98466		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
GRANTOR OR CLAIMANT (NAME, ADDRESS) Edward Hakjun and Mary Soon Ae Park, Trustees 4305 Priest Point Dr. Tulalip, WA 98271		TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT X <i>Edward Hakjun Park</i> Edward Hakjun Park
PROJECT NO. AND TITLE 67th Avenue Phase I Road Improvements		X <i>Mary Soon Ae Park</i> Mary Soon Ae Park	DATED 12-7-24
FEDERAL AID NO. STPUL-2957(010)		PARCEL NO. 1045	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: Permanent Easement 1,843 SF x \$31 /SF x 95% Temporary Construction Easement 749 SF x \$31 /SF x 8% x 2 years		+	\$54,300.00 \$3,800.00
IMPROVEMENTS:		+	
DAMAGES:		+	
Cost to Cure: Trees, shrub, lawn		+	\$6,700.00
Proximity:		+	
Other:		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount		Rounded	\$64,800.00
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS:			
Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE Paid by Owner: Confirmation# WMKLW-CKZJC			\$630.00
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	\$10.00
OTHER:			(\$10.00)
ACQUISITION AGENT		DATE	Voucher No.
<i>Kelly Atkinson</i>		12/12/24	Rounded
AUTHORIZED AGENT FOR AGENCY		DATE	TOTAL AMOUNT PAID
<i>Stephen S. Suggs</i>		1/21/25	\$65,430.00

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

Proposed Council Action:

Authorize the City Manager to purchase two (2) 2025 Ford Escape Plug-In Hybrid electric vehicles in the amount of \$87,526.50, including tax.

Agenda No: 7F

Dept. Origin: PW Operations

For Agenda of: February 3, 2025

Exhibits: WA State DES Quote

Concurred by Mayor: _____

Approved by City Manager: _____

Approved as to form by City Atty.: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required: \$87,526.50	Amount Budgeted: \$125,000	Appropriation Required: \$0.00
--------------------------------------	-------------------------------	-----------------------------------

SUMMARY/POLICY ISSUES

The 2025 Adopted Budget includes the funding for the replacement of two Ford Escape vehicles. This will replace both 2008 Ford Escape Hybrid vehicles currently in use. We are purchasing these vehicles through Washington State DES Contract #28423.

ALTERNATIVES CONSIDERED

None.

RECOMMENDATION/MOTION

MOVE TO: Authorize the City Manager to purchase two (2) 2025 Ford Escape Plug-In Hybrid electric vehicles in the amount of \$87,526.50, including tax.

Vehicle Quote Number: 2025-1-245

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Ford (W403)

Dealer Contact: Kathleen Brennan

Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: CITY OF UNIVERSITY PLACE - 22726

Email: twest@cityofup.com

Quote Notes:

Vehicle Location: UNIVERSITY PLACE

Color Options & Qty

Oxford White (YZ) (Only available w/ Active Trim) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-03001-0001	2025 Ford Escape (ICE/HEV/PHEV)	2	\$26,247.00	\$52,494.00
2025-03001-0030	NEW: PLUG-IN HYBRID (PHEV), Front-Wheel Drive (FWD) (2023MY: 101 MPGe) [Includes standard contents of ACTIVE Trim Level, PLUS: 2.5L iVCT Atkinson Cycle I-4 Hybrid Engine, eCVT Transmission, , chrome beltline molding, LED fog lamps, mini spare wheel (steel) w/ T155/70D17 spare tire and jack, heated body color sideview mirrors, power liftgate, black roof-rack side rails, 225/60R18 100H All-Season (A/S) BSW tires, 18in machined-face Magnetic aluminum wheels w/ painted pockets, 8-way power driver seat w/ power lumbar and recline, heated front row sport contour bucket seats (partial vinyl and cloth), sliding sun visors w/ illuminated vanity mirrors, heated steering wheel, one-touch up/down front and rear power windows, Pedestrian Alert Sounder, electronic fuel door release, mobile power cord, neutral towing capability, Remote Start System, Ford Co-Pilot360 Assist+ w/ Adaptive Cruise Control, Stop-and-Go, Lane Centering Assist, Predictive Speed Assist, Connected Navigation w/ 1 Year of connectivity, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance, Evasive Steering Assist, Intersection Assist; Rear Parking Sensor; Rearview Camera - digital; SYNC4 w/ Enhanced Voice Recognition w/ 13.2in LCD capacitive touchscreen w/ swipe capability] (Not available w/ AWD) (Not available w/ no-charge Oxford White paint, see Extra Cost Star White option below) (U0E/700A/991/445/TTHB)	2	\$11,737.00	\$23,474.00
2025-03001-0033	PHEV OPTION - Extra Cost Paint - Star White Metallic Tri-Coat (PAZ)	2	\$976.00	\$1,952.00

2025-03001-0036	PHEV OPTION - Daytime Running Lights (replaces standard on/off configurable DRLs) (942)	2	\$45.00	\$90.00
2025-03001-0038	PHEV OPTION - Easy Access Cargo Shade (47B)	2	\$133.00	\$266.00
2025-03001-0039	PHEV OPTION - Factory Floor Liners, front and rear, plus rear cargo mat) (retains factory carpeted mats) (50B/50Q)	2	\$294.00	\$588.00
2025-03001-0204	Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	2	\$200.00	\$400.00
2025-03001-0211	Two (2) Extra RKE Fobs w/ Internal Keys, programmed, for vehicles with push button start. (Will give you 4 Fob/Keys total) (DLR)	2	\$686.00	\$1,372.00
2025-03001-0213	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	2	\$54.00	\$108.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$80,744.00
8.4 % Sales Tax:	\$6,782.50
Quote Total:	\$87,526.50

NOTICE: All emails and attachments sent to and from City of University Place are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

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

Proposed Council Action:

Adopt a Resolution designating an applicant agent for the purposes of obtaining and administering certain state and federal financial assistance under the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant.

Agenda No:

7G

Dept. Origin:

Administrative Services

For Agenda of:

February 3, 2025

Exhibits:

Resolution, FEMA
Designating Agent Form

Concurred by Mayor:

Approved by City Manager:

Approved as to Form by City Atty.:

Approved by Finance Director:

Approved by Dept. Head:

Expenditure

Required: \$0.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$0.00

SUMMARY/POLICY ISSUES

The City would like to apply for the 2025 FEMA Building Resilient Infrastructure and Communities (BRIC) grant. To do so, the City must designate an applicant agent and an alternate agent capable of submitting the grant application and monitoring the grant process of the project. The City has two employees that are currently registered in the federal grant system, Lisa Petorak, Director of Administrative Services, and Jack Ecklund, Director of Public Works.

Designating an applicant agent is required to apply for the FEMA BRIC grant.

ALTERNATIVES CONSIDERED

Do not designate an applicant agent or designate different staff as alternate agents. This will delay the opportunity to apply for the 2025 BRIC grant funding, and the deadline for applying may pass.

RECOMMENDATION/MOTION

MOVE TO: Adopt a Resolution designating an applicant agent for the purposes of obtaining and administering certain state and federal financial assistance under the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
DESIGNATING AN APPLICANT AGENT FOR THE PURPOSES OF OBTAINING AND
ADMINISTERING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER
SECTION 404 OF THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY
ACT OF 1988, P.L. 93-288, AS AMENDED**

WHEREAS, the City of University Place has identified the need for state and federal financial assistance for emergency management hazard mitigation and building resilient infrastructure and communities and desires to obtain funding under the Federal Emergency Management Agency (FEMA) grant program; and

WHEREAS, FEMA requires jurisdictions applying for funding to designate an agent for the purposes of obtaining and administering funding under this program and authorizes the agent to provide any assurances and agreements required for all matters concerning such grant funding.

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

Section 1. The Director of Administrative Services is hereby designated as the Applicant Agent for the Building Resilient Infrastructure and Communities (BRIC) grant program and hereby authorized to execute for and on behalf of the City of University Place, any application, grant agreement, and payment requests to be filed with FEMA, for the purpose of obtaining and administering certain state and federal assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

Section 2. The Director of Engineering and Capital Projects is hereby designated as Alternate Application Agent for the above stated purposes.

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

ADOPTED BY THE CITY COUNCIL ON FEBRUARY 3, 2025.

Javier H. Figueroa, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Resolution Designating Applicant Agent

For the state of Washington Hazard Mitigation Grant Program Application and Grant:

BE IT RESOLVED THAT

Lisa Petorak, Director of Administrative Services

(Print Name and Title)

OR HIS/HER ALTERNATE

Jack Ecklund, Director of Engineering & Capital Projects

(Print Name and Title)

Is hereby authorized to execute for and on behalf of the City of University Place, a local government entity, state agency, special purpose district, federally recognized tribe or private nonprofit organization established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

THAT the City of University Place hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state disaster mitigation.

Passed and approved this _____ day of _____, 20_____

Signature

Print Name and Title

*Note: Applicant agent designation is made by a mayor, county executive or governing board. An individual cannot designate himself/herself as the Applicant Agent.

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

Proposed Council Action:

Authorize the City Manager to award a Small Public Works Contract to Air Systems Engineering, Inc. for the installation of an HVAC Air Make-up and Exhaust Fan System in the amount of \$55,532.24, including tax, and execute all the necessary contract documents.

Agenda No:

7H

Dept. Origin:

Public Works Operations

For Agenda of:

February 3, 2025

Exhibits:

Contract

Concurred by Mayor:

Approved by City Manager:

Approved as to Form by City Atty.:

Approved by Finance Director:

Approved by Dept. Head:

Expenditure
Required: \$55,532.24

Amount
Budgeted: \$227,619.00

Appropriation
Required: \$0.00

SUMMARY/POLICY ISSUES

Public Works Operations, which includes Facilities, went out to bid for the installation of an Air Make-up and Exhaust Fan system for Suite 102 in the Civic Building. Using the Small Works Roster, a bid solicitation was sent to 160 companies. Two bids were received, and the apparent low bidder was Air Systems Engineering, Inc.

COMPANY NAME	BID AMOUNT
Air Systems Engineering	\$ 55,532.24
Apex Mechanical	\$137,116.34

RECOMMENDATION/MOTION

MOVE TO: Authorize the City Manager to award a Small Public Works Contract to Air Systems Engineering, Inc. for the installation of an HVAC Air Make-up and Exhaust Fan System in the amount of \$55,532.24, including tax, and execute all the necessary contract documents.

**CITY OF UNIVERSITY PLACE
SMALL PUBLIC WORKS CONTRACT FOR
CIVIC BUILDING AIR MAKE-UP AND EXHAUST FAN INSTALLATION PROJECT**

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") dated _____, 2025 is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF UNIVERSITY PLACE, a Washington municipal corporation ("City") and **Air Systems Engineering, Inc.** ("Contractor").

NOW, THEREFORE, the parties ("Parties") agree to the terms and conditions set forth herein. Following are the Contract "basics":

1. CONTRACT TIME

Completion Date. The Work 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 sixty (60) work days after work commences. The time between the effective date and the Completion Date shall be the "Contract Time." The Work shall not be deemed completed until the City has accepted the Work.

2. TOTAL COMPENSATION

The City agrees to pay the Contractor as set forth in the Bid Form submitted by the Contractor and attached and incorporated by reference as Exhibit B, including local and Washington State sales tax that the Contractor is required by law to collect from the City for the Work. In any event, the total compensation paid to Contractor shall not exceed **Fifty Five Thousand, Five Hundred Thirty Two dollars and Twenty Four Cents (\$55,532.24)**, which includes applicable local and Washington State sales tax ("Contract Price").

The remainder of the terms and conditions of this Contract are set forth on the subsequent pages following the signatures hereon.

IN WITNESS WHEREOF, the parties have executed this Contract the ____ day of _____, 2025.

CITY OF UNIVERSITY PLACE

By: _____
Stephen P. Sugg, City Manager

3609 Market Place W., Ste. 200
University Place, WA 98466

Approved as to form:

By: _____
Matthew S. Kaser, City Attorney

AIR SYSTEMS ENGINEERING, INC

By: _____

Print name and title

City of U.P. Small Public Works Contract

(Contractor)

(Project)

3. SERVICES BY CONTRACTOR

3.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for completion of the Project as described in the Project documents and Scope of Work, which are attached hereto and incorporated by this reference as Exhibit A ("Work"). The Work shall be completed to the City's satisfaction no later than the Completion Date stated in Section 1. No Work shall be performed before the effective date of this Contract. Without a written directive of an authorized representative of the City, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Services. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Contractor.

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

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

3.4 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of a Contract Change Order Agreement, which shall be signed by both the Contractor and the City, shall specifically state the change in the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Adjustments to the completion date and compensation for any change agreed to by the City and Contractor on a particular change order shall constitute full and total compensation for such change and for the cumulative effect of that and previous changes, and no other claim or cost shall be made as a result of such change. If Contractor disagrees with the adjustments to the completion date and compensation, it must provide the City with a notice of claim as stated in Section 3.5. Oral change orders shall not be binding upon the City unless confirmed in writing by the City.

3.5 Notice of Claims. If the Contractor intends to assert a claim against the City, including claims for additional payment or time extension, Contractor shall, within five (5) days after the event giving rise to the claim, 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 whether the claims and costs have merit. Contractor waives the right to make a claim for any costs incurred more than five (5) days before the Contractor gives written notice as required. Contractor also waives the right to recover on any claims that are not asserted with the required notice until after final payment under this Contract.

3.6 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services, and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Contract Price and the Contract Time will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as

City of U.P. Small Public Works Contract

(Contractor)

(Project)

mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

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

3.8 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of University Place.

4. LIQUIDATED DAMAGES

Contractor acknowledges the City will foreseeably suffer damages in the event Contractor fails to timely achieve the Completion Date. Thus, if Contractor fails to complete the Work within the time specified, including any authorized extension thereof, then Contractor and its surety hereby agree, as a part consideration for the awarding of this Contract, to pay the City for each consecutive calendar day the Work remains uncompleted after the Completion Date, not as a penalty, but as liquidated damages in accordance with the formula in Section 1-08.9 of the WSDOT Standard Specifications in the contract documents. The parties agree that such sum represents a genuine and reasonable pre-estimate of the damages the City will suffer from Contractor’s failure to timely deliver the conforming Work. Damages under this Section 4 may be deducted by the City from any payment owing to Contractor, or they are otherwise payable by Contractor to the City within thirty (30) days after demand.

5. WARRANTY

5.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and it is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of University Place by obtaining a City of University Place business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

5.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City’s final acceptance of the Work.

6. COMPENSATION

In addition to the amount and terms of compensation set forth above in Section 2, the following terms and conditions are also agreed by the parties.

6.1 Method of Payment. Subject to the total compensation described in Section 2, the City will make payment based on the actual quantities properly performed by the Contractor as such quantities are determined by the City’s inspector, multiplied by the unit prices stated in the Bid Form attached as Exhibit B. Payment for Work performed by the Contractor during any month shall be made by the City

City of U.P. Small Public Works Contract

(Contractor)

(Project)

within thirty (30) days after the end of that month, and it shall be subject to retainage and the City's right to withhold payment pursuant to this Contract or applicable law.

6.2 Contractor Responsible for Taxes. Except as otherwise provided in Section 2, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

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

6.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of all payments to the Contractor shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers and laborers. Pursuant to Section 12 – Performance/Payment Bond, this amount may be increased to fifteen percent (15%) for projects with a Contract Price of \$150,000 or less. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor's Retainage Agreement attached hereto as Exhibit C. If the form is not returned before the first payment is due, Contractor agrees to retainage being held in a non-interest bearing fund by the public body until released in accordance with applicable state statutes. If Contractor has met all requirements of applicable laws and regulations regarding release of retainage, and all claims filed against retainage have been resolved, the City will release the retainage forty-five (45) days following the Completion Date.

7. EQUAL OPPORTUNITY EMPLOYER

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

The City of University Place, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

City of U.P. Small Public Works Contract
_____(Contractor)
_____(Project)

8. **INDEPENDENT CONTRACTOR / CONFLICT OF INTEREST**

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

9. **TERMINATION**

Prior to the expiration of the Term, this Contract may be terminated immediately, with or without cause by the City. In the event of termination by the City where the Contractor has not breached its obligations, the City will pay the Contractor for the value of the Work properly performed prior to termination, and in no event shall such amount exceed the Contract Price, including executed Change Orders. In the event of termination by the City for cause, the City may, without prejudice to any other remedy the City may have, take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method the City may deem expedient. If the costs of finishing the Work exceed the unpaid balance of the Contract Price owed to Contractor for work properly performed, Contractor shall pay the difference to the City within thirty (30) days of receipt of the City's invoice.

10. **INDEMNIFICATION**

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

10.2 **City Indemnification.** The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from,

City of U.P. Small Public Works Contract

(Contractor)

(Project)

resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

11. INSURANCE

11.1 Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

11.2 No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

11.3 Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

11.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

11.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

11.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

11.4 Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

11.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

11.4.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

City of U.P. Small Public Works Contract

(Contractor)

(Project)

11.5 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

11.6 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.8 Verification of Coverage. The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

11.9 Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

11.10 Notice of Cancellation. The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

11.11 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

12. PERFORMANCE / PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010 and prior to commencing work on each awarded project, Contractor shall provide the City with a Performance/Payment Bond in an amount sufficient to fully cover the Contractor's performance of all provisions of this Contract and the payment of all laborers and suppliers

City of U.P. Small Public Works Contract

(Contractor)

(Project)

for each project to which the Contract bond applies. The Contract bond(s) shall be in a form attached hereto as Exhibit D. The Contract bond(s) shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount(s). If Contract Price is \$150,000 or less, Contractor authorizes the City, in lieu of the bond, to retain 10% of the Contract Price in accordance with RCW 39.08.010(3).

13. **SAFETY**

Contractor shall take all necessary precautions for the safety of its employees, subcontractors and agents on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), General Occupational Health Standards (Chapter 296-62 WAC), and all directives, regulations and/or proclamations regulating construction activity site safety, worker protection and protection of the public in response to the Covid-19 pandemic. Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

14. **PREVAILING WAGES**

14.1 **Wages for Employees.** This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, 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 available on the Department of Labor and Industries website at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> and available in paper form upon request to the City. Prevailing wages paid pursuant to this Contract shall be the prevailing wage rates which are in effect on the date when the Contractor's bid, proposal, or quote was requested to be submitted to the City.

14.2 **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.

City of U.P. Small Public Works Contract

(Contractor)

(Project)

14.3 Disputes. In the event any dispute arises as to what are the prevailing 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.

15. **FAILURE TO PAY SUBCONTRACTORS**

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

16. **SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria required by RCW 39.04.350 and any supplemental responsibility that Contractor was required to meet as part of the bid for this Contract. This verification requirement must be included in every public works subcontract or every tier.

17. **OWNERSHIP OF DOCUMENTS**

All reports, plans, specifications, data, maps and documents produced by the Contractor to the City in the performance of this Contract, whether in draft or final form and whether written, computer or other form, shall be the property of the City. To the extent it is determined by any other records held by the Contractor relating to the Work are subject to the Washington Public Records Act (RCW 42.56), the Contractor shall promptly deliver such records to the City for the purpose of responding to a public records request. This section shall survive termination of this Contract.

18. **CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential." The City is subject to laws regarding the disclosure of public records and documents. Proposals and other materials submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney's fees and costs in such action and shall save and hold harmless the City from any costs, attorney's fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

19. **BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting

City of U.P. Small Public Works Contract

(Contractor)

(Project)

procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

20. **CLEAN UP**

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

21. **GENERAL PROVISIONS**

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

21.2 **Modification.** No provision of this Contract may be amended or added to except by written agreement and signed by the Parties or their respective agents or successors in interest.

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

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

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

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

21.7 **No Waiver.** Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection therewith, 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.

City of U.P. Small Public Works Contract

(Contractor)
(Project)

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

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

21.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth on page 1. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

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

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

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

[End of Terms and Conditions. Exhibits Follow -- Signatures are on page 1]

Exhibit A	Scope of Work	(Section 3.1)
Exhibit B	Bid Form	(Section 2)
Exhibit C	Contractor's Retainage Agreement	(Section 6.4)
Exhibit D	Payment and Performance Bond Form	(Section 12)

City of U.P. Small Public Works Contract

(Contractor)

(Project)

EXHIBIT A – SCOPE OF WORK

Summary of the Project Work: Work consists of providing all work and materials to complete installation of Make up Ari and Exhaust Fan for Suite 102 located in the City of University Place Civic Building (3609 Market Place W, University Place WA 98466) for the Total Bid (as accepted by the Owner) as set forth in the Contract Documents, as awarded.

GENERAL

1. Drawings and related information provided by owner for the scope of work.
2. Provide professional engineering services to prepare necessary documents for requesting mechanical, and line voltage permits.
3. Reclaim remaining R22 refrigerant per EPA requirements and dispose unit to metal recycling facility.
4. Furnish and install (1) new CaptiveAire 2,100 CFM upblast roof mounted exhaust fan on existing roof curb.
5. Furnish and install (1) new 2,100 CFM CaptiveAire roof mounted make-up air unit with electric heat strip. Fabricate and install new ducting on roof and tie into existing drop.
6. Provide crane and operator to set new pieces of equipment.
7. Install new line voltage electrical circuit from 1st floor north tenant space to new rooftop equipment.
8. Provide structural calculations from licensed PE for new roof mounted equipment.
9. Check, test, and start new units to ensure proper operation.
10. Provide owner's manual and instructions.
11. One-year warranty on all materials installed and workmanship.
12. Prevailing wages including filing intent and affidavit.
13. Adherence to L & I Safety and Health Requirements and Guidance for COVID-19 Prevention in the Workplace.

UNIVERSITY PLACE
UNIVERSITY PLACE, WASHINGTON17609

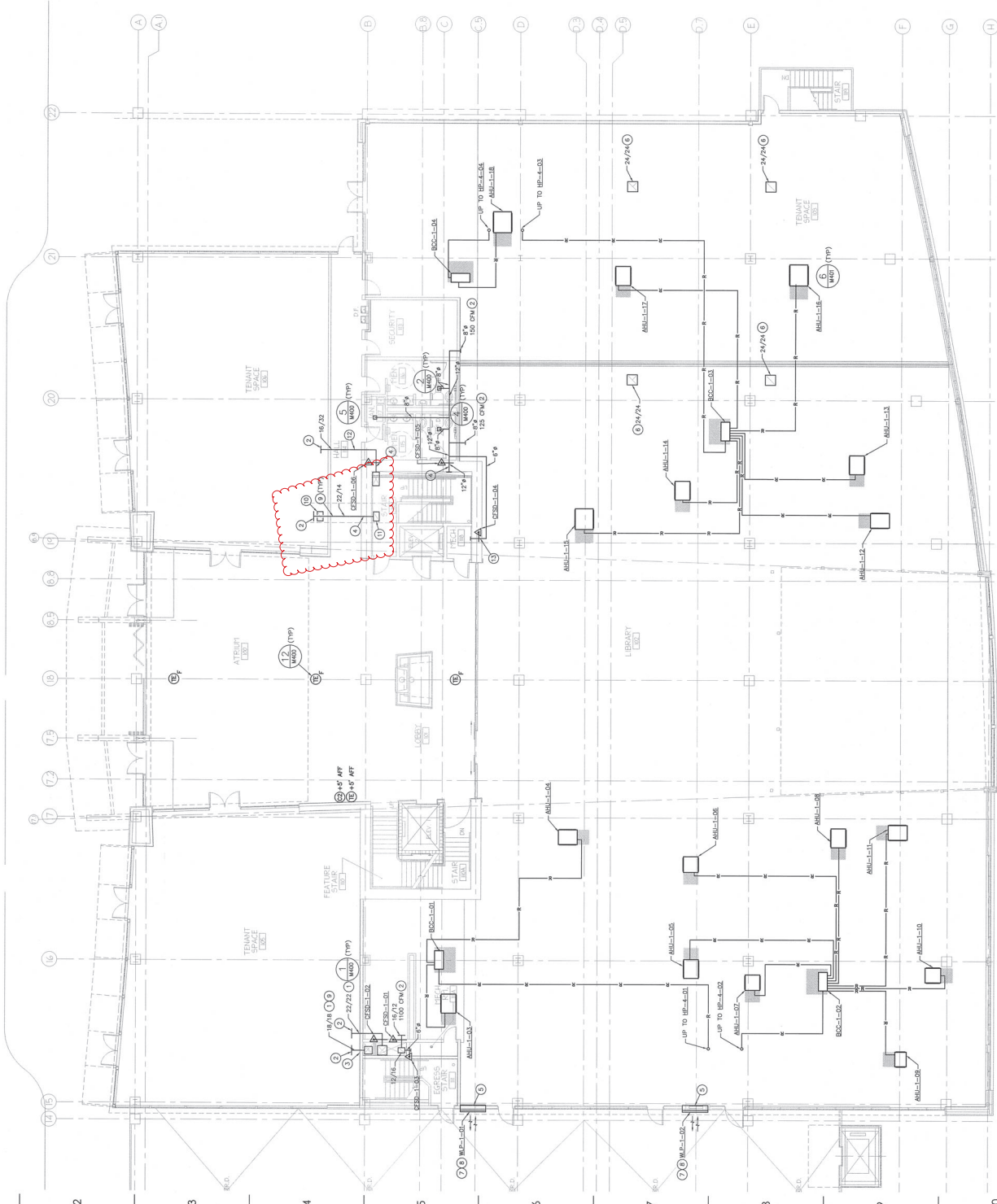
DRAWING NO.

NATIONAL ARCHIVES B&W - 9-70

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

PLATE 1

- [illegible]



HVAC PLAN - FIRST FLOOR

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

BID FORM

UNIVERSITY PLACE SUITE 102 MAKE-UP AIR AND EXHAUST FAN INSTALLATION

ITEM	DESCRIPTION	TOTAL PRICE
Item 1	Make-up Air and Exhaust Fan	\$50,438.00
		\$
Sales Tax at 10.1%		\$ 5,094.24
TOTAL BID		\$55,532.24

Pursuant to and in compliance with your request for quotes for the Public Works Maintenance Building Addition and other documents relating thereto, the undersigned has carefully examined all of the contract documents and hereby proposes and agrees to furnish all labor, materials and equipment in strict accordance with the contract documents, for the above referenced amount (Total Bid).

The undersigned individual represents and warrants that he or she is duly authorized to execute the bid on behalf of any partnership, joint venture or corporation.

Corporation/Partner/Individual
(Delete Two)

AIRSYE*229KN

Bidder's State License No.

600 0990211

Bidder's State Tax No.

Air Systems Engineering

Firm Name

By: _____

Mary Munz

Signature

Service Projects Manager

Title

3602 S Pine St Tacoma, WA

Address

253-328-1778

Telephone Number

City of University Place
3609 Market Place West
University Place, WA 98466
(253) 566-5656

Bid/Contract Number

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: Public Works Maintenance Building Addition

Contractor: _____

Representative _____

Bid No Date: _____ Administering Department: Public Works Operations

City Representative: _____ Funding Source: _____

Project Authority: _____

RETAINAGE FORMULA

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

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

CONTRACTOR'S INSTRUCTIONS

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

Name of Bank, Mutual Fund, or Savings & Loan Association: _____

Address: _____

Account #: _____ Contact Person: _____

Contractor: _____ Date: _____

By: _____ Title: _____

Address: _____ Phone: _____

Fed ID #: _____ Est. Completion Date: _____

CONTRACTOR APPROVAL

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Director

Date

CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE

Contract No. _____ Project Title: _____

I hereby certify, as Contract Administrator for this Contract representing the City of University Place, that all work required by the above cited contract was completed on _____ and final acceptance by the City was granted on _____.

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

Contract Administrator

Director of Administering Department

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

EXHIBIT D

PERFORMANCE/PAYMENT BOND TO CITY OF UNIVERSITY PLACE

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

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

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

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

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all persons in accordance with RCW Chapters 39.08, 39.12 and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 82 RCW, and shall further hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract, or from defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of two years after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

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

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of

the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

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

The parties have executed this instrument under their separate seals this 31st day of January, 2023, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By: _____

(Name of Person Executing Bond)

Its: _____

(Title)

(Address)

(Phone)

CORPORATE SEAL OF SURETY:

Surety

By: _____

Attorney-in-Fact
(Attach Power of Attorney)

(Name of Person Executing Bond)

(Address)

(Phone)

APPROVED AS TO FORM:

MATTHEW KASER, CITY ATTORNEY

CERTIFICATE AS TO CORPORATE SEAL

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

Secretary or Assistant Secretary

STATE OF WASHINGTON)

: ss

COUNTY OF PIERCE)

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

DATED: _____

(Seal or Stamp)

Signature

Title

My appointment expires: _____

STUDY SESSION

LEGISLATIVE PROPOSAL

PROPOSAL:

Direct City manager and staff to research the community, financial and staff impacts of establishing an Arts Advisory Commission (AAC), and provide a report back to council by 1 September 2025.

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

Arts and Culture add vibrancy and a sense of civic pride to a community. Creating an AAC would demonstrate a commitment from the city to developing and encouraging the arts in University Place, while also providing a channel for arts-oriented community members to communicate their desires and concerns to the city. Arts can also be an additional economic driver for the city.

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

Many cities and towns have arts advisory commissions that assist city leaders with promotion of artistic endeavors. Structures, goals, and resources of these commissions vary widely, depending on the nature of the community supported. For staff guidance purposes, suggested goals of a University Place AAC are:

- Biennial nomination of artist laureate(s) in the visual, written, and performing arts, for council approval, or other means of recognizing and encouraging UP artists.
- Provide ideas and advice on ways to incorporate pop-up, temporary, or permanent art displays and performances in public spaces, including parks, streetscapes, and buildings.
- Advise on the acquisition and placement of art in new construction of public buildings.
- Review the suitability of artworks intended as gifts to the city.
- To encourage donations and grants to the city for civic arts purposes, and to advise the city regarding the receipt of such donations and grants.
- Partner with existing commissions, such as the Planning Commission and the Park Advisory Commission, to incorporate art in public spaces.

FISCAL IMPACT:

Fiscal impact of this study is minimal, requiring staff time only. The study will determine fiscal impact of an AAC if implemented.

DESIRED OUTCOME:

A thorough study that identifies the benefits and costs of establishing an AAC with the above stated goals. If other potential goals are identified over the course of the study, then the benefits and costs of these will be assessed as well.

RESOURCES REQUIRED:

Staff time to complete the study.

Submitted by:

(Signature)

11 DEC 2024
 (Date)

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

(Signature)

12/11/2024
 (Date)

Date Submitted: 12/11/24

Date Reviewed: _____

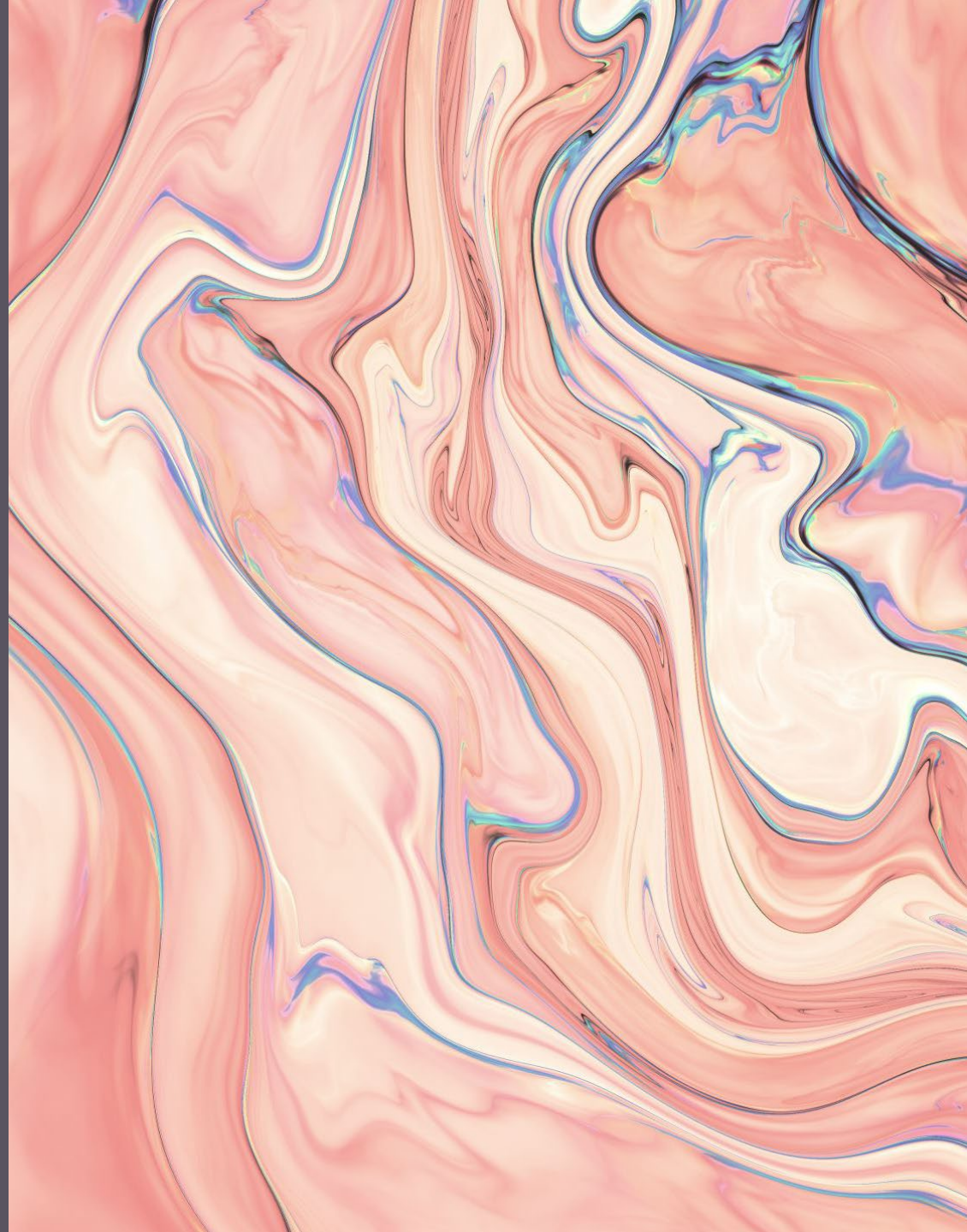
Agenda Date: 02/03/25

ARTS ADVISORY COMMISSION

“Arts and Culture are what
make a city fall in love
with itself.”

- Pier Giorgio Di Cicco

Poet Laureate, Toronto



Agenda

- Art in University Place (& Possibilities)
- Legislative History
- Adjacent Communities Programs
- Economic Benefits
- Proposal for Study

Art in University Place



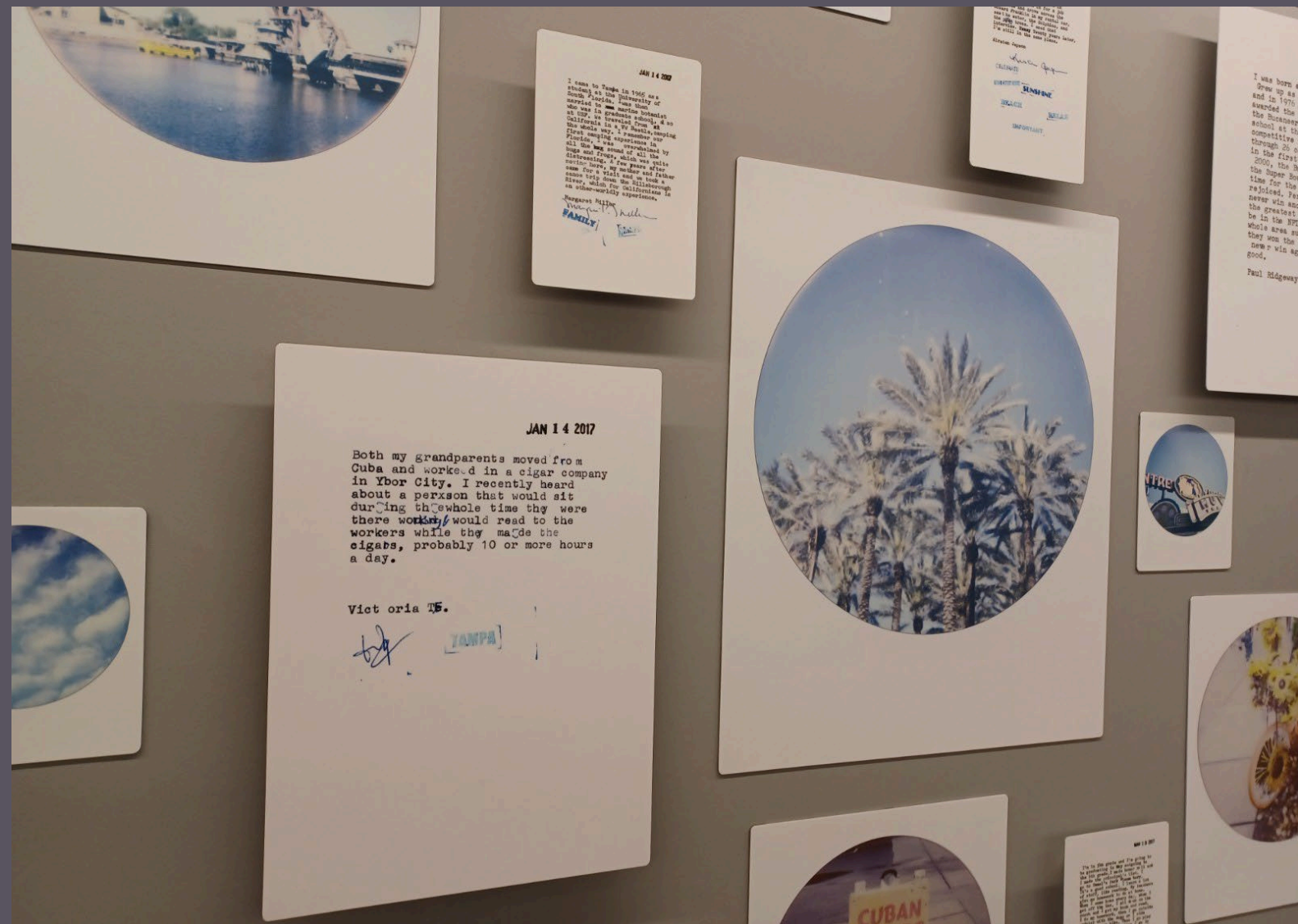
Art Possibilities



Paintings & Sculpture



Talent Showcases





ART POSSIBILITIES

Chalk Art

Legislative History

January 7, 2002

- **Resolution 332** adopted an art policy and authorized the city manager to establish procedures to implement the policy.
- Policy focused on the approval process for the acquisition of art such as statues, paintings, photographs, etc.

Legislative History

December 11, 2006

- **Resolution 545** created a partnership for public art between the City of UP and UP for Art.
- Authorized UP for Art to administer the University Place Public Art Plan.
- **Resolution 546** established the University Place Public Art Plan:
 - Public Art Vision and Goals.
 - Program Framework (priorities, responsibilities, funding strategies, etc.)
 - Three-year action plan (thru 2010).
 - Inventory of existing art.

Adjacent Communities

- **Pierce County - Arts Commission**
- **Tacoma - Arts Commission**
- **Lakewood - Arts Commission**
- **Auburn - Arts Commission**
- **Puyallup - Arts & Culture Commission**
- **Gig Harbor - Arts Commission**
- **Buckley - Citizen Advisory Commission**
- **Fife - Public Arts Commission**

Potential Benefits - Economic

- State and Federal grants for the arts
- Property values increase
- Increase foot traffic for brick-and-mortar businesses
- New business growth
- Partnerships with regional and community non-profits
- Infrastructure and development funds

Potential Benefits – Non- Economic

- **Increase community interest and enjoyment**
- **Energize excitement and pride**
- **Cultivate culture, empathy, education and communication**
- **Provide history and a sense of place**
- **Improve community safety, health, and well-being**

Legislative Proposal

Direct City manager and staff to research the community, financial and staff impacts of establishing an Arts Advisory Commission (AAC) and provide a report back to council by 1 September 2025.

Legislative Proposal – Potential Goals of a UP AAC

- **Biennial nomination of artist laureate(s) in the visual, written, and performing arts, for council approval, or other means of recognizing and encouraging UP artists.**
- **Provide ideas and advice on ways to incorporate temporary or permanent art displays or performances in public spaces, including parks, streetscapes, and buildings.**
- **Advise on the acquisition and emplacement of art in new construction of public buildings.**
- **Review the suitability of artworks intended as gifts to the city.**
- **To encourage donations and grants to the city for civic arts purposes, and to advise the city regarding the receipt of such donations and grants.**
- **Partner with existing commissions, such as the Planning Commission and the Park Advisory Commission, to incorporate art in public spaces.**

Legislative Proposal – Fiscal Impact and Desired Outcome

- **Fiscal Impact**
- The fiscal impact of conducting this study should be minimal, requiring staff time only.
- **Desired Outcome**
- The desired outcome of this study is a thorough study that identifies the benefits and costs of establishing an AAC with the stated goals.

Legislative Proposal -

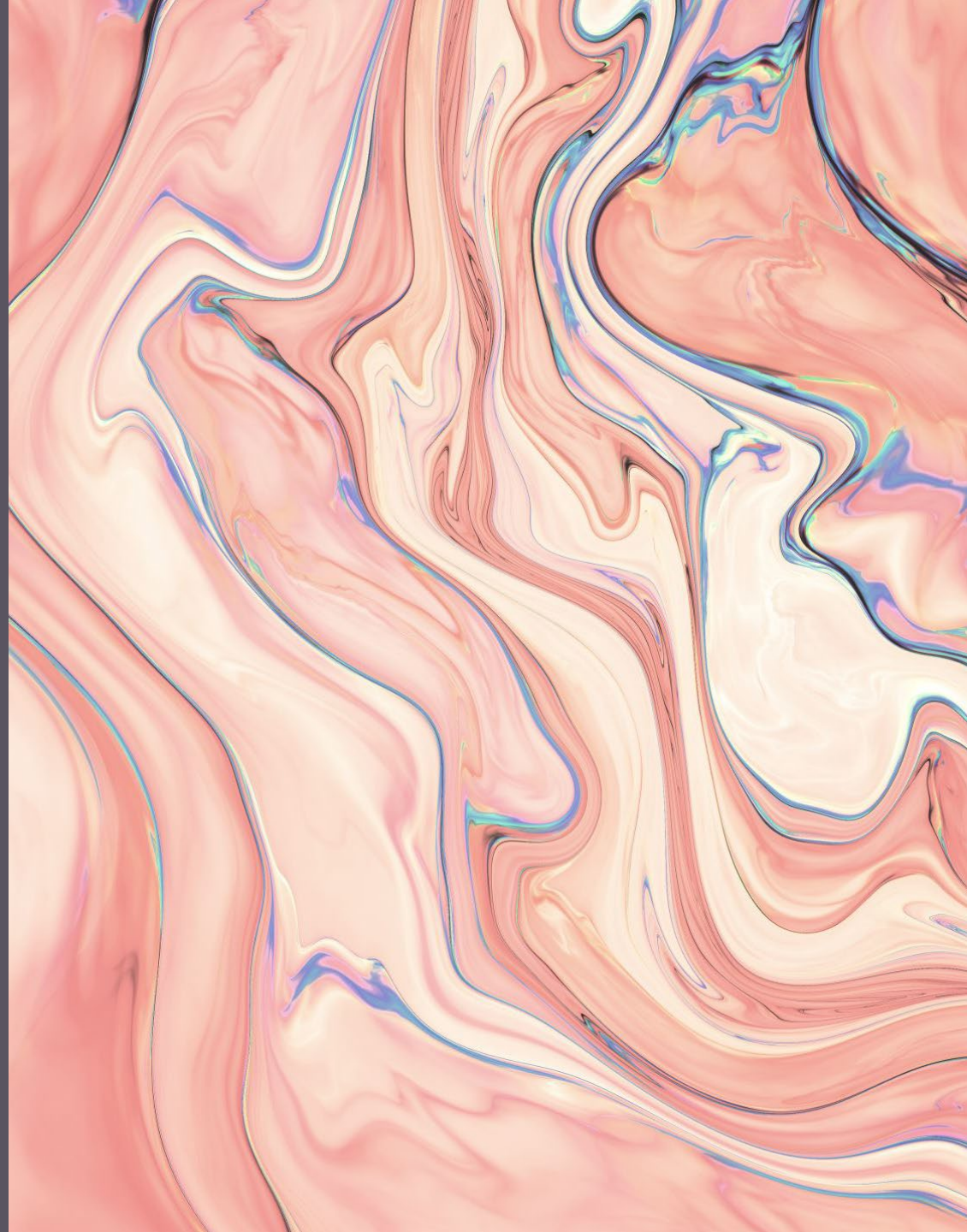
**Ideas offered since
the legislative
proposal was
submitted**

- **Consider adding the culinary arts to the list of art forms that are recognized, along with visual, written, and performing arts**
- **Consider changing the name to the “Arts and Culture Advisory Commission” and include a goal of partnering with the UP historical society and other organizations to recognize local history and culture.**

QUESTIONS

“Art washes away the dust
of everyday living.”

- Pablo Picasso



**UNIVERSITY PLACE CITY COUNCIL
Regular Council Meeting
Monday, February 3, 2025, 6:30 p.m.**



Note: Times are approximate and subject to change.

PUBLIC NOTICE

The University Place City Council will hold its scheduled meetings to ensure essential city functions continue. Members of the public can attend and participate in a Council meeting in the following manners:

- In-person at the City Council Chambers at 3609 Market Place West, Third Floor;
- Watch live broadcast on University Place Television, Lightcurve (formerly Rainier Connect) Channel 12 or Comcast Channel 21 (SD) or 321 (HD);
- Watch live broadcast on the City's YouTube channel www.YouTube.com/UniversityPlaceTV;
- Watch live broadcast on the City's website www.cityofup.com/398/City-Council-Meetings;
- Listen by telephone by dialing 1 509-342-7253 United States, Spokane (Toll), Conference ID: 623 692 017#; or
- Attend virtually by clicking this hyper-link: [Join the meeting now](#).

How to participate in Public Comment and public testimony on Public Hearings:

- In-person at the City Council Chambers.
- Written comments are accepted via email. Comments should be sent to the 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.
- Participation by telephone. Call the telephone number listed above and enter the Conference ID number. Once the Mayor calls for public comment, use the "Raise Hand" feature by pressing *5 on your phone. Your name or the last four digits of your phone number will be called out when it is your turn to speak. Press *6 to un-mute yourself to speak.
- Participation by computer. Join the meeting virtually by clicking on the hyper-link above. Turn off your camera and microphone before you press "Join Now." Once the Mayor calls for public comment, use the "Raise Hand" icon on the Microsoft Teams toolbar located at the top of your screen. Your screen name will be called out when it is your turn to speak. Turn on your camera and microphone (icon located at the top of your screen) to unmute yourself. Once you are done, turn off your camera and microphone.

In the event of technical difficulties, remote public participation may be limited.

AGENDA

- | | |
|---------|--|
| 6:30 pm | 1. CALL REGULAR MEETING TO ORDER |
| | 2. ROLL CALL |
| | 3. PLEDGE OF ALLEGIANCE – Councilmember Grassi |
| | 4. APPROVAL OF AGENDA |
| 6:35 pm | 5. PRESENTATION
• Welcome and Introduction - Pierce County Councilmember Rosie Ayala, District 4 |
| 7:00 pm | 6. PUBLIC COMMENTS |
| 7:05 pm | 7A. – CONSENT AGENDA
7H. Motion: Approve or Amend the Consent Agenda as Proposed |

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

- A. Approve the minutes of the 01/21/25 Council meeting as submitted.**
- B. Receive and File: Claims dated 01-09-25 and 01/15/25.**
- C. Receive and File: Committees and Representatives' Assignments 2025.**
- D. Approve the cancellation of the February 18, 2025 Regular Council meeting.**

- E. Authorize the purchase of easements in the amount of \$65,430.00 from Edward Hakjun Park and Mary Soon Ae Park, over a portion of parcel #6468000020 for the 67th Phase I project and authorize the City Manager to execute all necessary documents.
- F. Authorize the City Manager to purchase two (2) 2025 Ford Escape Plug-In Hybrid electric vehicles in the amount of \$87,526.50, including tax.
- G. Adopt a Resolution designating an applicant agent for the purposes of obtaining and administering certain state and federal financial assistance under the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant.
- H. Authorize the City Manager to award a Small Public Works Contract to Air Systems Engineering, Inc. for the installation of an HVAC Air Make-up and Exhaust Fan System in the amount of \$55,532.24, including tax, and execute all the necessary contract documents.

7:10 pm

- 8. 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.)

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

7:30 pm

- 9. LEGISLATIVE PROPOSAL: ARTS ADVISORY COMMISSION**

9:00 pm

- 10. ADJOURNMENT**

***PRELIMINARY CITY COUNCIL AGENDA**

February 18, 2025
Regular Council Meeting

March 3, 2025
Regular Council Meeting

March 17, 2025
Regular Council Meeting

April 7, 2025
Regular Council Meeting

Preliminary City Council Agenda subject to change without notice*
Complete Agendas will be available 24 hours prior to scheduled meeting.
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