

*PRELIMINARY CITY COUNCIL AGENDA

April 21, 2014
Regular Council Meeting

May 5, 2014
Regular Council Meeting

May 19, 2014
Regular Council Meeting

June 2, 2014
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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American Disability Act (ADA) Accommodations Provided Upon Advance Request
Call the City Clerk at 253-566-5656

***CITY OF UNIVERSITY PLACE
PROCLAMATION***

WHEREAS, on April 17, 1952, the Congress of the United States approved the Joint Resolution to provide for setting aside an appropriate day as a National Day of Prayer; and

WHEREAS, the history of our nation is forever marked with the role that prayer has played in the lives of individuals and the nation; and

WHEREAS, the virtues of prayer reflect a common bond: hopes and aspirations, sorrows and fears, remorse and renewed resolve, thanks and joyful praise, and love; and

NOW, THEREFORE, the City Council of the City of University Place, does hereby proclaim May 1, 2014 to be

**DAY OF PRAYER
IN THE CITY OF UNIVERSITY PLACE**

***PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON ON APRIL 14, 2014.***

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVAL OF CONSENT AGENDA

CERTIFICATE OF APPRECIATION

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
EXPRESS ITS APPRECIATION TO

PASTOR FRED FAY

FOR HIS FAITHFUL SERVICE, GUIDANCE AND SPIRITUAL INSPIRATION TO HIS
CONGREGATION AND FOR ORGANIZING THE CITY'S NATIONAL DAY OF PRAYER.

DENISE MCCLUSKEY, MAYOR

DATED: MAY 1, 2014



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

Proposed Council Action:

Confirm Morry Stafford's appointment to the Planning Commission for a term ending January 31, 2016.

Agenda No: 5B

Dept. Origin: City Clerk's Office

For Agenda of: April 14, 2014

Exhibits:

Approved by Dept. Head _____

Approved as to Form by City Atty: _____

Approved by City Manager _____

Approved by Finance Director: _____

Concurred by Mayor _____

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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SUMMARY / POLICY ISSUES

At the April 7, 2014 Council Meeting, Mayor McCluskey provided her appointment for the Planning Commission vacancy for Council review. All appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Morry Stafford's appointment to the Planning Commission for a term ending January 31, 2016.

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

Proposed Council Action:

Confirm Greg Gooch's re-appointment to the Pierce County Conservation Futures Citizens' Advisory Board for a four-year term ending March 31, 2018.

Agenda No: 5C

Dept. Origin: City Clerk's Office

For Agenda of: April 14, 2014

Exhibits:

Approved by Dept. Head _____

Approved as to Form by City Atty: _____

Approved by City Manager _____

Approved by Finance Director: _____

Concurred by Mayor _____

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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SUMMARY / POLICY ISSUES

At the March 3, 2014 Council Meeting, Mayor McCluskey provided her appointment for the Pierce County Conservation Futures Citizens' Advisory Board for Council review. All appointments are made by the Mayor subject to confirmation by the City Council.

RECOMMENDATION / MOTION

MOVE TO: Confirm Greg Gooch's re-appointment to the Pierce County Conservation Futures Citizens' Advisory Board for a four-year term ending March 31, 2018.

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

Proposed Council Action:

Ratify Resolution No. 753 adopted on April 7, 2014 directing the Parks and Recreation Commission to examine the benefits and potential challenges of forming a Metro Park District to fund Parks and Recreation including options for creating, managing and operating a district and the level of funding required to meet the City's long-term Parks and Recreation vision for the next twenty years.

Agenda No: 5D
Dept. Origin: City Clerk
For Agenda of: April 14, 2014
Exhibits: Resolution No. 753

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-
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SUMMARY / POLICY ISSUES

On April 7, 2014 the City Council adopted Resolution Number 753 with amendments intended to clarify the direction given to the Parks and Recreation Commission with regards to the Metro Parks District study.

Attached is the amended resolution for Council's review and ratification.

RECOMMENDATION / MOTION

MOVE TO: Ratify Resolution No. 753 adopted on April 7, 2014 directing the Parks and Recreation Commission to examine the benefits and potential challenges of forming a Metro Park District to fund Parks and Recreation including options for creating, managing and operating a district, and the level of funding required to meet the City's long-term parks and recreation vision for the next twenty years.

RESOLUTION NO. 753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, DIRECTING THE PARKS AND RECREATION COMMISSION TO EXAMINE THE BENEFITS AND POTENTIAL CHALLENGES OF FORMING A METRO PARKS DISTRICT TO FUND PARKS AND RECREATION INCLUDING OPTIONS FOR CREATING, MANAGING AND OPERATING A DISTRICT, LEVEL OF FUNDING REQUIRED TO MEET THE CITY'S LONG-TERM PARKS AND RECREATION VISION FOR THE NEXT TWENTY YEARS

WHEREAS, the City Council's 2013-2014 goals identified "long range Parks, Recreation and Senior Center needs" as one of its primary goals; and

WHEREAS, through anticipated future growth and development, the City's density is expected to increase; and

WHEREAS, future growth is expected to increase demand for Parks, Recreation and Senior Center services; and

WHEREAS, the City's long-range financial forecast anticipates declining revenues available for City services, including parks, recreation and senior center services in 2016; and

WHEREAS, it is the intent of the City to develop a funding strategy for meeting those needs; and

WHEREAS, The Parks and Recreation Commission has studied Parks, Recreation and Senior Center needs including options for funding those needs and recommends in depth study of a Metro Parks District style of funding to maintain service levels and meet the City's long-term Parks and Recreation needs over the next twenty years service levels

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

The Parks and Recreation Commission is directed to further study the benefits and potential challenges of forming a Metro Parks District within the City of University Place. The Commission will evaluate options for governance, financial revenue, organizational design as it relates to operating costs, and control of assets.

The Commission will report progress and status of their study in August of 2014 and submit a final report for Council consideration by the fourth quarter of 2014.

ADOPTED BY THE CITY COUNCIL ON APRIL 7, 2014.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

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

Proposed Council Action:

Adopt a resolution expressing intent to expend funds in preparation for capitalizing on the impact of the 2015 U.S. Open to be held at Chambers Bay golf course.

Agenda No: 5E
Dept. Origin: Community and Economic Development
For Agenda of: April 14, 2014
Exhibits: Resolution
Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure Required	\$50,000	Amount Budgeted	\$50,000	Appropriation Required	\$0
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SUMMARY / POLICY ISSUES

This action is being requested to provide confirmation of Council's approval of the work plan developed to take advantage of the publicity that the 2015 U.S. Open will bring to University Place, and to authorize the expenditure of funds from Council's 2015 U.S. Open budget account for the purposes defined in the resolution.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution expressing intent to expend funds in preparation for capitalizing on the impact of the 2015 U.S. Open to be held at Chambers Bay golf course.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, EXPRESSING INTENT TO EXPEND FUNDS IN PREPARATION FOR CAPITALIZING ON THE IMPACT OF THE 2015 U.S. OPEN TO BE HELD AT CHAMBERS BAY GOLF COURSE.

WHEREAS, Chambers Bay Golf Course in University Place will be hosting the U.S. Open in 2015;
and

WHEREAS, this international event will bring attention and focus to University Place; and

WHEREAS, the City Council has appropriated \$50,000 to be spent in 2014 on activities designed to capitalize on the impacts of this significant event; and

WHEREAS, the City Council has directed staff to coordinate and implement a plan that will result in the following outcomes:

- Expand UP's visibility in regional and national markets
- Highlight Chambers Bay as a "must see" destination as part of South Puget Sound tourism itinerary
- Create a long-lasting positive image for the City of University Place as a friendly and welcoming community
- Strengthen a positive identity for the City of University Place as a "host city"
- Increase tourist dollars; and

WHEREAS, the following strategies and associated 2014 activities have been identified as an appropriate way to achieve the desired outcomes:

Branding/Welcome as Host City

Contract with Rusty George Creative \$15,000
U.S. Open City Signage Conceptual Development and Signage Design

Public Relations / Communications

Costs associated with attending the U.S. Open in Pinehurst, N.C. \$26,000

Contract with Copywriter to write publish ready stories \$3,000
Stories will be placed on an on-line press kit located on the City's webpage

Develop and print a University Place Food and Services guide \$4,000
Guide will be included in packet given to 2015 U.S. Open volunteers and workers

Regional Partnership Strategies

Marketing at the February 2014 Go West Summit \$2,000;

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

Section 1. The identified work plan and strategies are approved for staff implementation.

Section 2. The activity expenditures identified are approved by City Council to be made from the appropriated 2015 U.S. Open account.

ADOPTED BY THE CITY COUNCIL ON APRIL , 2014.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

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

Proposed Council Action:

Adopt a Resolution approving a Lease between the City of U.P. and the U.P. Historical Society for lease of the Curran House substantially in the form attached hereto.

Agenda No: 5F
Dept. Origin: City Attorney
For Agenda of: April 14, 2014
Exhibits: Resolution
Lease

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-
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SUMMARY / POLICY ISSUES

The City Council has long desired the preservation of the Curran House, but given the City's budget limitations, it has been necessary to seek alternative methods to achieve that goal. In an effort to foster appreciation of the City's assets, culture, diversity and values to its visitors and residents, the City has negotiated a Lease with the U.P. Historical Society, whose mission is to transform the Curran House and its periphery into an agricultural, horticultural and heritage center where the community can gather, learn and experience, as well as celebrate history.

After much discussion and study, the City Council has agreed upon the terms of the Lease in the form attached to the Resolution.

RECOMMENDATION / MOTION

MOVE TO: Adopt a Resolution approving a Lease between the City of U.P. and the U.P. Historical Society for lease of the Curran House substantially in the form attached hereto.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
APPROVING A LEASE FOR THE CURRAN HOUSE BETWEEN THE CITY OF
UNIVERSITY PLACE AND THE U.P. HISTORICAL SOCIETY, INC.**

WHEREAS, under the Growth Management Act, the City is affirming its interest in preserving local and regional history; and

WHEREAS, preservation is important to foster appreciation of the City's assets, culture, diversity and values to its visitors and residents; and

WHEREAS, the City Council desires to preserve the Curran House as a community asset which honors the past history for the benefit of the future residents of University Place and the region; and

WHEREAS, the mission of the U.P. Historical Society is to transform the Curran House and its periphery into an agricultural, horticultural and heritage center where the community can gather, learn and experience, as well as celebrate history.

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

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

Section 2. Legislative Determination of Consideration. The Council of the City of University Place has considered the proposed transaction, including the consideration to the City to be provided by the U.P. Historical Society, Inc., and hereby makes a legislative determination that the consideration for this Lease Agreement is sufficient, appropriate and in the best interests of the public.

Section 3. Approval of Form of Documents. The City Council hereby approves execution of the Lease in substantially the form of the document accompanying this Resolution.

Section 4. Completion of Transaction. The City Manager is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of document attached, and the terms of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL APRIL 14, 2014.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

LEASE AGREEMENT

Curran House

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this _____ day of April, 2014 between City of University Place ("Landlord"), and the University Place Historical Society, Inc. ("Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY

a. **Leased Premises.** The leased real estate consists of a house and property commonly known as the Curran House, 4009 Curran Lane West, University Place, Washington, and includes the house, a portion of the land upon which it is situated, all other improvements and common areas located on such portion of land, are referred to as the "Leased Premises," and are outlined on the site plan attached as Exhibit A.

b. **Lease Commencement Date.** The term of this Lease shall be for a period of five (5) years and shall commence on _____ 2014 (the "Lease Commencement Date"). By mutual written agreement, the parties may extend the Lease for one additional five (5) year period on the same terms and conditions.

c. **Lease Termination Date.** The term of this Lease shall terminate at midnight on the day that is five (5) years following the Lease Commencement Date, or ten (10) years following the Lease Commencement Date if the parties have agreed to extend the Lease for an additional (5) year period. Tenant shall have the right to terminate this Lease any time for any reason by providing thirty (30) days' written notice to Landlord.

d. **Base Rent.** The base annual rent shall be \$1.00 per year ("Base Rent"), plus any leasehold excise tax determined to be due by the State of Washington. Rent shall be payable at Landlord's address shown in Section 1(g) below, or to such other place designated in writing by Landlord.

e. **Rent Commencement Date.** In consideration of Tenant's assuming responsibility for the Premises and Tenant's anticipated investments in the Premises, the Rent Commencement Date shall be six (6) months following the Lease Commencement Date.

f. **Permitted Uses.** The Premises shall be used only for the following uses and for no other purpose without the prior written consent of Landlord (the "Permitted Uses").

i. Interim Use: Tenant shall be allowed to sub-lease all or a portion of the Premises for residential use on an interim basis, in which event, Tenant assumes all Landlord obligations, duties, and liabilities under the Washington Residential Landlord-Tenant Act for any and all Sub-Tenants.

ii. Long-Term Use: Tenant may use all or a portion of the Premises as a museum, museum office, interpretive facility, event facility, or such other uses as are approved in writing by Landlord.

None of the foregoing Permitted Uses by Tenant and any residential sub-tenants shall interfere with the public's use of Curran Orchard Park. Tenant is solely responsible for meeting all codes and regulations applicable to Tenant's use.

g. Notice and Payment Addresses

Landlord Representative: City of University Place
ATTN: Public Works/Parks Director
4951 Grandview Drive W.
University Place, WA 98467

Fax No.: 253.460-6497

Email: GCooper@CityofUP.com

Tenant Representative: University Place Historical Society, Inc.
ATTN: Cindy Bonaro
PO Box 65887
University Place, WA 98464

Fax No.: n/a

Email: manager@uphistoricalsociety.org

2. PREMISES

a. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.

b. Acceptance of Premises. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to

investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises; and acknowledges that the time needed to complete any such items shall not delay the Lease Commencement Date.

3. RENT

a. **Payment of Rent.** Starting on the Rent Commencement Date, Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on the Rent Commencement Date, and shall also pay any other additional payments due to Landlord (“Additional Rent”).

Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as are otherwise provided in this Lease for the failure of Tenant to pay Rent.

b. **Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to five percent (5%) of the delinquent amount in addition to the amount due as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord’s option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the “Default Rate”). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. **Less Than Full Payment.** Landlord’s acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 3.

4. USES

The Premises shall be used only for the Permitted Uses specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord Representative. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, or cause the cancellation of

any insurance on the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises which will obstruct or interfere with the rights of other tenants or occupants of the Premises, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

5. COMPLIANCE WITH LAWS

Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order.

6. UTILITIES AND SERVICES.

Tenant shall furnish all utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises.

7. TAXES

Tenant shall pay any taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as any taxes on Tenant's personal property located on the Premises.

8. ALTERATIONS

Tenant may make alterations, additions or improvements to the Premises only with the prior written consent of Landlord Representative. The term "alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord Representative's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all alterations in accordance with plans and specifications approved by Landlord Representative, using contractors approved by Landlord Representative, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or any interest therein. Tenant shall remove all alterations at the end of the Lease term unless Landlord Representative conditioned its consent upon Tenant leaving a specified alteration at the

Premises, in which case Tenant shall not remove such alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of alterations.

9. REPAIRS AND MAINTENANCE; SURRENDER

Tenant shall, at its sole expense, maintain the entire Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition.

The Landlord will maintain the lawn while the Tenant will maintain the flower beds, shrubbery, and other foliage next to and in the vicinity of the Curran House.

Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, sub-tenants, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord Representative may, at Landlord Representative's option, enter upon the Premises after twenty-four (24) hours' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 3 - Rent shall be due and payable as additional rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

10. ACCESS AND RIGHT OF ENTRY

After twenty-four (24) hours' notice from Landlord Representative (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord Representative and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord Representative shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease.

11 SIGNAGE AND VISIBILITY

Tenant shall obtain Landlord Representative's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

12. INSURANCE

a. **Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord as and additional insured, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, sub-tenants, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord, and will cover the sub-lease of all or a portion of the Premises to sub-tenants.

b. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

13. INDEMNIFICATION

a. **Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, sub-tenants, or other licensees or invitees on or around the Premises, or arising from any breach of this Lease by Tenant.

b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises, or arising from any breach of this Lease by Landlord.

c. Waiver of Immunity. Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, sub-tenants or other licensees or invitees, or any other person in or about the Premises.

e. Survival. The provisions of this Section shall survive expiration or termination of this Lease.

14. LIENS

Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

15. DEFAULT

The following occurrences shall each constitute a default (an "Event of Default"):

a. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord Representative of the failure to pay.

b. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord Representative), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

d. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

e. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord Representative to Tenant of the breach.

f. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Lease Commencement Date.

g. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease. Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

16. REMEDIES

Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

a. **Termination of Lease.** The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owed by Tenant under this Lease for the balance of the Lease term and any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default.

b. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, or any extension thereof.

c. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

d. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due to Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

17. NON-WAIVER

Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The

acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

18. NOTICES

All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

19. LANDLORD'S LIABILITY

Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its employees and appointed and elected officials, as the case may be, ever be personally liable hereunder.

20. MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

21. GENERAL

a. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

b. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

c. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such

party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

d. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington, with venue in Pierce County.

e. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Premises shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

f. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party upon signing.

g. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

h. No Waiver of Governmental Rights. Nothing contained in this Lease shall require the Landlord to take any discretionary governmental action relating to development of the improvements to be constructed on the Premises as part of the Lease, including, but not limited to, zoning and land use decisions, permitting, or any other governmental approvals.

22. EXHIBITS

The following exhibits are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Outline of the Premises

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD:

TENANT:

CITY OF UNIVERSITY PLACE

UNIVERSITY PLACE HISTORICAL SOCIETY, INC.

By: _____
Stephen P. Sugg, City Manager

By: _____
Cindy Bonaro, Co-President

By: _____
Karen Benveniste, Co-President

Approved as to form:

Steve Victor, City Attorney

EXHIBIT A
Outline of the Premises

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

Proposed Council Action:

Adopt a resolution approving the Six-Year Transportation Improvement Plan for years 2015 to 2020.

Agenda No: 6
Dept. Origin: City Engineering
For Agenda of: April 14, 2014
Exhibits: Resolution
6 Year TIP Project List
6-Year TIP Map

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

Expenditure Required \$ 0	Amount Budgeted \$ 0	Appropriation Required \$ 0
------------------------------	-------------------------	--------------------------------

SUMMARY / POLICY ISSUES

The City of University Place is required by state law to adopt and annually update a Six-Year Transportation Improvement Plan (TIP). This TIP covers the years of 2015 – 2020.

The primary changes to the TIP include the following:

- Project schedules and costs have been updated
- Project funding status have been updated

Approval of the Six-Year Transportation Plan does not commit the City to any financial expenditures. Rather, each project will be reviewed individually by the City Council in each relevant budget cycle as a component of the Capital Improvement Plan. Approval of the Six-Year Transportation Plan, however, does create eligibility for the City to apply for various grant opportunities. Many grant funding sources require a project in question to appear in the City's TIP. In addition, the TIP provides an indication to other jurisdictions of the City's planning direction for transportation needs.

ALTERNATIVES CONSIDERED

The Six-Year Transportation Plan has been prepared using the information obtained from Council discussions staff experience and expertise.

BOARD OR COMMITTEE RECOMMENDATION

The Six-Year TIP was presented to the City Council in Study Session on April 7, 2014. All comments received by Council have been incorporated into this TIP.

RECOMMENDATION / MOTION

MOVE TO: Adopt a resolution approving the Six-Year Transportation Improvement Plan for years 2015 to 2020.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE PUGET SOUND REGIONAL COUNCIL

WHEREAS, RCW 35.77.010 requires the City to adopt a comprehensive transportation program; and,

WHEREAS, a Six-Year Transportation Improvement Program (TIP) is an important consideration in the City's long range planning; and,

WHEREAS, a TIP will be a tool to help the City plan the directions it will consider in the future; and

WHEREAS, street and arterial needs are important considerations to the City; and

WHEREAS, following a Public Hearing on March 4, 1996, the proposed Six-Year Transportation Improvement Program was adopted; and

WHEREAS, the Six-Year Transportation Plan was amended on November 17, 1997 August 17, 1998, and July 7, 1999; and August 21, 2000, August 6, 2001, September 16, 2002, August 4, 2003, November 1, 2004, September 6, 2005, November 6, 2006, March 17, 2008, November 10, 2008 and October 5, 2009; October 18, 2010; October 24, 2011; April 30, 2012; October 15, 2012; September 16, 2013;

WHEREAS, a public hearing was held on the Amended Six-Year Transportation Improvement Plan on Monday, April 14, 2014; Now Therefore,

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

Section 1. Program Adopted. The revised Six-Year Transportation Improvement Program for the City of University Place, a copy of which is attached hereto as Exhibit A, which program sets forth project locations, type of improvement and the estimated cost thereof, is hereby adopted and approved with the added provision that projects number 39 and 51 would not proceed without a two-thirds majority from Council.

Section 2. Filing of Program. The City Clerk is hereby authorized and directed to file a copy of this Resolution, together with the Exhibit attached hereto, with the Secretary of Transportation and the Puget Sound Regional Council.

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

ADOPTED BY THE CITY COUNCIL ON APRIL 14, 2014.

Denise McCluskey, Mayor

ATTEST:

Emy Genetia, City Clerk

City of University Place

City Engineering Department

Six – Year Transportation Improvement Plan

2015 - 2020

*Amended April 14, 2014
Resolution No*

**SIX-YEAR TRANSPORTATION PLAN
2015 - 2020**

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OVERVIEW

Purpose

The purpose of this document is to revise the City of University Place 6-Year Transportation Program (adopted March 4, 1996) and to coordinate the City's future programs and projects. The Revised Code of Washington (RCW) Chapters 35.77 and 36.81 requires this document to be updated annually and to be filed with the Secretary of the Department of Transportation. This document is also prepared to inform other neighboring jurisdictions of the City of University Place's current planning direction for transportation needs.

Review

This document is submitted to the Puget Sound Regional Council (PSRC) for review and inclusion in the yearly update of the Transportation Improvement Plan (TIP). Their review of projects receiving federal funding in the near term fulfills the requirement that the Regional Transportation Planning Organization (RTPO) determine that such expenditures are consistent with regionally adopted goals and plans.

Project Selection

Projects included in this document are the result of evaluation of needs in various transportation areas. Through citizen surveys, the citizens of University Place expressed that non-motorized transportation improvements (sidewalks, bike lanes, streetlights, etc.) are the most needed improvements in University Place. In addition, the Public Works Department receives many calls from concerned citizens requesting improvements to the City transportation network to allow for safer pedestrian use. Almost all of the projects in this document provide for non-motorized transportation and replacement of existing infrastructure. The timing of projects and the phasing of various parts are based on the anticipated funds available for each type of project, accident information, and school and commercial access routes. Understandably, the factors determining funding and priority can and do change from year to year.

Program Section

Projects included in this document are separated into the following categories:

1. *Project List*
Summary list of projects included in the Six-Year Transportation Plan.
2. *Six-Year Plan*
Shows detail project description, limits, schedule, and funding status.

Funding Sources

REVENUES

Arterial Street Fund

The City receives a proportionate share of the State Motor Vehicle Fuel Tax, based on the population. The exact amount varies depending on the amount of fuel sold in the State.

General Fund

The General Fund is supported primarily from local taxes to provide governmental services such as police protection, jail services, court services, parks maintenance, recreation programs, building inspections, planning and zoning, construction and maintenance of streets, and general government administration.

Surface Water Management Funds

The City collects a surface water management fee on each City parcel to finance surface water and storm drainage elements of various road improvement projects. In addition, the City uses revenues from the Surface Water Management (SWM) Fund, which is utilized to finance capital improvement surface water and storm drainage projects.

Real Estate Excise Tax

The Real Estate Excise Tax is levied on all sales of real estate, measured by the full selling price. The City has authorized a locally imposed tax of 0.5%, in two 0.25% increments. These revenues are restricted to financing capital projects as specified in the City's Capital Facilities Plan.

Traffic Impact Fees

The City has passed a Traffic Impact Fee for increased street use based on development within the City. The TIF will generate funds to improve streets and related infrastructure directly attributable to the increased development.

FEDERAL FUNDING PROGRAMS (SAFETEA-LU, CMAQ, STP, CCRP, TSNS)

Federal programs are currently funded under the Safe, Accountable, Flexible, Efficient, Transportation Equity Act (SAFETEA-LU) and are administered by the Highways and Local Programs Division of the Washington State Department of Transportation (WSDOT), in conjunction with the Puget Sound Regional Council (PSRC) and the Regional Federal Highway Engineer.

SAFETEA-LU

The Safe, Accountable, Flexible, Efficient, Transportation Equity Act (SAFETEA-LU) funds transportation enhancement activities designed to strengthen the cultural, aesthetic and environmental aspects of the Nation's inter-modal transportation system. The program provides for the implementation of non-traditional projects, such as bike and pedestrian facilities, safety and education activities for pedestrians and bicyclists, landscape and scenic beautification, and the mitigation of water pollution from run-off. Funding is based on a Federal share of 86.5 percent, with a

City of University Place, Washington

13.5 percent local match.

CMAQ

The Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds transportation programs and projects that will, or are likely to, contribute to attainment of a National Air Quality Standard. WSDOT is required to consult with the Environmental Protection Agency to determine whether a transportation project or program will contribute to attainment of standards, unless such project or program is included in an approved State implementation plan. CMAQ funds cannot be used on projects resulting in the construction of new capacity available to single-occupant vehicles unless they are available to single-occupant vehicles at other than peak travel times. Allocation for CMAQ funds will follow the same criteria as Surface Transportation Program (STP) funds. To be eligible for funding under this program, a project must be on the Regional Transportation Improvement Program (TIP) list and rank high enough on the region's priority array. Funding is based on a Federal share of 86.5 percent, with a 13.5 percent local match.

STP

The objective of the Surface Transportation Program (STP) is to fund construction, reconstruction, resurfacing, restoration and rehabilitation of roads that are not functionally classified as local or rural minor collectors. STP also supports funding for transportation enhancements, operational improvements, highway and transit safety improvements, surface transportation planning, capital and operating cost for traffic management and control, carpool and vanpool projects, development and establishment of management systems, participation in wetland mitigation and wetland banking, bicycle facilities and pedestrian walkways.

STP funds have regional allocation through the Puget Sound Regional Council (PSRC). The PSRC sub-allocates funds by County region based on the percentage of the population. The Puget Sound Region is formed by the counties of King, Kitsap, Pierce and Snohomish. To be eligible for funding under this program, a project must be on the Regional TIP list and rate high enough within the region's priority array. Funding is based on a Federal share of 86.5 percent, with a 13.5 percent local match.

TSNS

The goal of the Traffic Safety Near Schools Program (TSNS) is to fund capital projects for traffic and pedestrian safety improvements near schools. Eligible projects include sidewalks and walkways; school signing and signals (within cited limitations); improved pedestrian crossings, such as medians, curb bulbs, flashing in-pavement warning lights in crosswalks, flashing beacons; turning lanes; school bus pullouts; roadway channelization and signalization. Pedestrian facility improvements must be on an approved, published and disseminated school walk route plan; and motor vehicle improvements must be on streets immediately adjacent to the school. A 25 percent match is required.

STATE FUNDING SOURCES (TPP, AIP, PSMP)

State funding programs are administered to counties and cities through the Transportation Improvement Board (TIB) and the County Road Administration Board (CRAB). The TIB administers the Transportation Partnership Program (TPP), the Arterial Improvement Program (AIP), the Pedestrian Safety and Mobility Program (PSMP).\ The CRAB administers the Rural Arterial Program (RAP). The following descriptions identify specifics on each program:

TPP

The Transportation Partnership Program (TPP), formerly the Transportation Improvement Account (TIA), is funded from 1-1/2 cents

City of University Place, Washington

of the motor vehicle fuel tax. It provides transportation project funding for urban counties, cities with populations of over 5,000, and Transportation Benefit Districts (TBD). TPP projects must meet multi-agency planning and coordination and public/private cooperation criteria, in order to further the goal of achieving a balanced transportation system in Washington State. Projects must be attributable to congestion caused by economic development or growth; consistent with state, regional and local comprehensive plans contributions; and be partially funded by local contributions (including transit and rail). Projects are eligible for cost reimbursement of up to 80 percent, and receive a higher priority if their local contribution is greater than the 20 percent minimum match and includes private sector funds.

AIP

The Arterial Improvement Program (AIP) was established to reduce congestion and improve safety, geometrics, and structural concerns. Project selection criteria include pavement condition, pavement and roadway width, traffic, accidents, and people-carrying capacity. The AIP receives approximately 1-1/2 cents from the state motor vehicle fuel tax. Projects can receive up to 80 percent reimbursement, depending on agency population.

PSMP

The Pedestrian Safety & Mobility Program (PSMP), formerly the Pedestrian Facilities Program (PFP), was established to enhance and promote pedestrian mobility and safety as a viable transportation choice by providing funding for pedestrian projects that provide access and address system continuity and connectivity of pedestrian facilities. Selection criteria include safety, pedestrian generators, convenience, public acceptance and project cost. Funds for this program are provided from the AIP and TPP.

PROGRAM SECTIONS NARRATIVE

Projects included in this section of the program have been recognized as meeting a City transportation system need. Given the present level of available transportation financing, not all projects are fully funded and are subject to selection. However, projects listed in this section provide other agencies with a clear indication of what the City would accomplish if additional funding were obtained. If an unexpected source of funding for a particular project should become available, the project could be moved forward in the programming process with only minor revisions to the work program. Projects within the project list are identified by improvement type. The following describes these types:

Ongoing Programs: Ongoing Programs identifies categories of work that are recurrent or ongoing in nature. Funds in these categories provide for some degree of flexibility for Public Works Administration to respond as necessary to unforeseen circumstances.

US Open Corridor Projects: During the next six years, the City will need to plan for a major regional event, the 2015 US Open at Chambers Bay. Because of its significance, the City has identified the key corridors that will be used to serve the event and have identified the projects on the TIP that are part of this corridor. Projects on the US Open corridor list have a high priority status.

Road Projects: Road projects include all phases of engineering and construction. Each project may contain survey work, preliminary engineering, preparation of construction plans, right-of-way acquisition work, or the preparation of specifications and cost estimates for construction. The upgrading of existing roads may involve the widening of lanes or shoulders, adding lanes, concrete curb, gutter or sidewalks, revising vertical or horizontal alignment, improving intersections and storm drainage.

The construction of new roadways may involve clearing and grading land, preparing the roadway base with crushed rock, paving, installing storm drainage ditches or structures, and building retaining walls. Roadway projects also include storm drainage work related to roadway construction, maintenance or associated impacts. This may entail construction of new or major revisions to existing surface water detention facilities. These facilities may also mitigate water quality concerns due to roadway construction or use.

Bridge Projects: The bridge projects listed are a result of both routine and special inspections of all bridges in the City road system. Proposed bridge replacement projects are first reviewed by a three-member Technical Committee and then by a nine-member Bridge Replacement Advisory Committee. The Assistant Secretary for Local Programs then selects the final bridge replacement candidates.

Traffic/Signal Projects: Traffic/Signal projects involve a wide variety of traffic safety improvements but are primarily centered on installation of new traffic signals at intersections where warrants indicate their need.

City of University Place, Washington

Enhancement Projects: Enhancement projects will be accomplished through implementation of concrete curb, gutter and sidewalks at various locations in the existing roadway network. These projects may incorporate bicycle lanes. Pedestrian safety projects may involve roadway and/or storm drainage work and will enhance pedestrian safety and improve access.

City of University Place, Wa.
6 YEAR TRANSPORTATION IMPROVEMENT PLAN
2015 - 2020
Project Types

Project Type	Project #	Project Name	Project Limits
E	1	Cirque Drive - Phase 2C (US Open Corridor)	79th Ave to 7200 Block
E	2	Cirque Drive - Phase 3 (US Open Corridor)	67th Avenue to Orchard Street
R	3	Cirque Drive Phase 4 (US Open Corridor)	Grandview Drive to Sunset Drive
R/T	4	Mildred St - Phase 1 (US Open Corridor)	Intersection of 67th Ave & Regents Blvd to 19th Street
R	5	Mildred St - Phase 2 (US Open Corridor)	Regents Blvd. To 19th Street
R	6	Bridgeport Way W. Phase 5 (US Open Corridor)	19th Street W. to 27th Street W.
R	7	27th Street W - Phase 2 (US Open Corridor)	Grandview Drive to Bridgeport Way
R	8	27th St W/ Regents Blvd (US Open Corridor)	Grandview Drive to Bridgeport Way
R	9	27th Street/Bridgeport Intersection (US Open Corridor)	27th Street/Bridgeport Intersection
T	10	Cirque Drive/67th Avenue Intersection (US Open Corridor)	Cirque Dr/67th Ave Intersection
T	11	Bridgeport Way W. Phase 3B (US Open Corridor)	54th St to Chambers Creek Road
R	12	Chambers Creek Road/Chambers Lane (US Open Corridor)	64th Street to Bridgeport Way
E	13	Bridgeport Way W. Phase 4 (US Open Corridor)	Chambers Creek Road to South City Limits
R	14	44th Street W Phase 1	Bridgeport Way to 67th Avenue
E	15	Alameda North - Phase 2	Cirque Drive W. to 40th St. W.
R	16	67th Avenue - Phase 3	Bridgeport Way to Regents Blvd.
E	17	40th Street Phase 3	7200 Block to 67th Ave
E	18	Grandview Drive - Phase 5b	27th Street to 19th Street
E	19	Alameda South	From current southern terminus to 67th Ave. W. (South extension)
R	20	40th Street/Bridgeport Intersection	40th St/Bridgeport Intersection
T	21	Drexler Drive North Phase 2	37th Street to 35th Street
R	22	Sunset Drive Traffic Calming	Cirque Drive to 19th Street
T	23	Larson Lane North/35th Street	3600 Block to 35th Street/Larson Lane to Bridgeport
E	24	Sunset Drive	Cirque Drive to 19th Street
R	25	Elwood Drive Phase 2	29th Street to 27th Street
E	26	35th Street - Phase 1	Grandview Drive to Larson Lane
E	27	35th Street - Phase 2	Drexler Drive to 67th Avenue
R	28	Beckonridge Drive Phase 2	Grandview Drive to Cirque Drive
R	29	Lemmons Beach/31st Street/Parkway	City Limits to Elwood Drive
R	30	44th Street Phase 2a	Elwood Dr to Sunset Dr
R	31	44th Street Phase 2b	Elwood Dr to Sunset Dr
E	32	44th Street Phase 2c	Sunset Dr to Bridgeport Way
E	33	27th Street	Day Island Bridge to Grandview Drive
E	34	Chambers Creek Road "C"	Chambers Lane to Bridgeport Way
R	35	54th Street	79th Avenue to Bridgeport Way
R	36	Elwood Drive	Cirque Drive to 40th Street
E	37	Street Overlay Program	Various Locations
R	38	37th Street	Bridgeport Way to Drexler Drive
R	39	37th Street Connection	Sunset Drive to 7900 Block
R	40	57th Avenue Connection	Cirque Drive to 5800 Block
R	41	Drexler Drive South	40th Street to 42nd Street
R	42	Larson Lane South - Phase 1	37th Street to 38th Street
R	43	Larson Lane South - Phase 2	38th Street to 40th Street
R	44	Larson Lane South - Phase 3	40th Street to 42nd Street
R	45	42nd Street - Phase 1	Drexler Drive to Bridgeport Way
R	46	42nd Street - Phase 2	Bridgeport Way to Larson Lane
R	47	54th Street Phase 2	79th Avenue to 82nd Avenue
R	48	40th Street/67th Avenue Intersection	40th Street/67th Ave Intersection
T	49	56th Street Extension	Connect 56th Street to 54th Street at the 8500 block
R	50	70th Avenue Phase 2	27th Street to 19th Street
E	51	37th Street Phase 2	7900 Block to Bridgeport Way

MPO: **PSRC Puget Sound Regional Council**
 Agency: **CITY OF UNIVERSITY PLACE**
 County: **Pierce County**

City of University Place, WA.
Six-Year Transportation Plan
2015 - 2020

Adoption Date: _____

Resolution Number: _____

Improvement Type: 01-New Construction; 05-Minor Widening; 06-Other Enhancements; 07-Resurfacing; 12-Safety/Traffic Ops; 32-Non Motor Vehicle

Utilities Legend:G-Gas, C -Cable TV, P-Power, S-Sewer, T-Telephone, W-Water, O-Other

Functional Classification: 00 - No Class; 14 - Major; 16 - Minor; 17 - Collector; 19 - Local

(Project Costs in 2015 Dollars X 1000)

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Total	Expenditure Schedule (Local Agency Use)							
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds		Local Funds	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020			
US Open Corridor Projects																			
14	P/F	1 - Cirque Drive - Phase 2C (US Open Corridor) City of University Place 79th Ave to 7200 Block Curb & gutter, bike lane, sidewalk, street lights and landscaping on north side.	06	0.900	G C P S T W	PE / 14 RW / 14 CN / 15	F	100		P	17 500	15 0 0	115 17 500	PE RW CN Total	0 0 0 500	0 0 0 0	0 0 0 0	0 0 0 0	
PROJECT TOTAL								100			517	15	632						
14	P/F	2 - Cirque Drive - Phase 3 (US Open Corridor) City of University Place 67th Avenue to Orchard Street * Construct curbs, gutters, sidewalk and bike lanes filling in the gaps where none exist. Streetlighting on both sides	06	1.000	G C P S T W	PE / 14 RW / 15 CN / 16	F	150		P	100 2,000	23 0 0	173 100 2,000	PE RW CN Total	0 100 0 100	0 0 2,000 2,000	0 0 0 0	0 0 0 0	
PROJECT TOTAL								150			2,100	23	2,273						
16	F	3a - Cirque Drive - Phase 4a (US Open Corridor) City of University Place Beckonridge Dr to 79th Ave Curb & gutter, bike lane, sidewalk, street lights and landscaping on north side. Pedestrian Crosswalk signal at 79th and 83rd	06	0.750	G C P S T W	PE / 14 RW / NA CN / 14	F				40 0 1,000	30 0 220	70 0 1,220	PE RW CN Total	0 0 1,000 1,000	0 0 220 220	0 0 0 0	0 0 0 0	
PROJECT TOTAL								0			1,040	250	1,290						
16	P/F	3b - Cirque Drive - Phase 4b (US Open Corridor) City of University Place Beckonridge Dr to Sunset Dr Curb & gutter, bike lane, sidewalk, street lights and landscaping on south side.	06	0.600	G C P S T W	PE / 15 RW / N/A CN / 16	F	100		P	0 800	15 0 0	115 0 800	PE RW CN Total	115 0 0 115	0 0 800 800	0 0 0 0	0 0 0 0	
PROJECT TOTAL								100			800	15	915						
16	P/F	3c - Cirque Drive - Phase 4c (US Open Corridor) City of University Place Grandview Dr to Beckonridge Dr Curb & gutter, bike lane, sidewalk, street lights and landscaping on both sides.	06	0.750	G C P S T W	PE / 15 RW / N/A CN / 16	F	100		P	0 1,427	15 0 0	115 0 1,427	PE RW CN Total	115 0 0 115	0 0 1,427 1,427	0 0 0 0	0 0 0 0	
PROJECT TOTAL								100			1,427	15	1,542						
16	P	4 - Mildred St Phase 1 (US Open Corridor) City of University Place Int. of 67th Ave and Regents Blvd. to 19th * Construct intersection improvements.	12	0.341	G C P S T W	PE / 16 RW / 16 CN / 17				P	100 150 825	0 0 0	100 150 825	PE RW CN Total	0 0 0 0	100 150 825 250	0 0 825 825	0 0 0 0	
PROJECT TOTAL								0			1,075	0	1,075						

MPO: PSRC Puget Sound Regional Council
 Agency: CITY OF UNIVERSITY PLACE
 County: Pierce County

City of University Place, WA.
 Six-Year Transportation Plan
 2015 - 2020

Adoption Date: _____

Resolution Number: _____

Improvement Type: 01-New Construction; 05-Minor Widening; 06-Other Enhancements; 07-Resurfacing; 12-Safety/Traffic Ops; 32-Non Motor Vehicle
 Utilities Legend:G-Gas, C-Cable TV, P-Power, S-Sewer, T-Telephone, W-Water, O-Other
 Functional Classification: 00 - No Class; 14 - Major; 16 - Minor; 17 - Collector; 19 - Local

(Project Costs in 2015 Dollars X 1000)

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Total	Expenditure Schedule (Local Agency Use)						
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds		Local Funds	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020		
US Open Corridor Projects																		
16	F	5 - Mildred St - Phase 2 (US Open Corridor) City of University Place Regents Blvd. To 19th Street	12	0.341	G C P S T W	PE / 14 RW / 14 CN / 14	F F F	298 372 1,517	F		47 58 237	345 430 1,754	PE RW CN Total	0 0 1,754 0	0 0 0 0	0 0 0 0	0 0 0 0	
* Construct curb, gutter, sidewalk, planter strip, bike lane and street lighting on both sides of the street.							PROJECT TOTAL				2,187	0	342	2,529				
14	F	6 - Bridgeport Way W. Phase 5 (US Open Corridor) City of University Place 19th Street W. to 27th Street W.	06	0.511	G C P S T W	PE / 14 RW / 14 CN / 15	F F F	217 529 1,995			33 83 311	250 612 2,306	PE RW CN Total	0 0 2,306 2,306	0 0 0 0	0 0 0 0	0 0 0 0	
* Construct concrete curb, gutter and sidewalk on both sides of the street. Include bicycle lanes, storm drainage, and street lighting.							PROJECT TOTAL				2,741	0	427	3,168				
16	P	7 - 27th St W - Phase 2 (US Open Corridor) City of University Place Grandview Drive to Bridgeport Way	06	0.625	G C P S T W	PE / 16 RW / N/A CN / 17	P P P	121 1,730			0 0 270	140 0 2,000	PE RW CN Total	0 0 0 0	140 0 0 140	0 0 2,000 2,000	0 0 0 0	
* Construct concrete curb, gutter, bicycle lanes, sidewalk and planter strip on south side of the street. Include bicycle lanes, storm drainage, and street lighting.							PROJECT TOTAL				1,851	0	289	2,140				
14	P	8- 27th St W/Regents Blvd - Phase 3 (US Open Corridor) City of University Place Bridgeport Way to 67th Ave/Mildred	06	0.800	G C P S T W	PE / 15 RW / NA CN / 15			F F F	76 0 1,128	24 0 357	100 0 1,485	PE RW CN Total	100 0 1,485 1,585	0 0 0 0	0 0 0 0	0 0 0 0	
*Construction of sidewalks, curb, gutter, bicycle lanes, street lighting, and landscaping.							PROJECT TOTAL				0	1,204	381	1,585				
14	P	9 - 27th/Bridgeport Intersection (US Open Corridor) City of University Place 27th Street and Bridgeport Intersection	12	n/a	G C P S T W	PE / 14 RW / 15 CN / 15				0 0 0	60 340 350	60 340 350	PE RW CN Total	0 340 350 690	0 0 0 0	0 0 0 0	0 0 0 0	
*Construct intersection improvements							PROJECT TOTAL				0	0	750	750				
16	P	10 - Cirque/67th Intersection (US Open Corridor) City of University Place Cirque Drive and 67th Avenue Intersection	12	n/a	G C P S T W	PE / 16 RW / 16 CN / 17				0 0 0	60 100 340	60 100 340	PE RW CN Total	0 0 0 0	60 100 0 160	0 0 340 340	0 0 0 0	
*Construct intersection improvements							PROJECT TOTAL				0	0	500	500				

MPO: PSRC Puget Sound Regional Council
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City of University Place, WA.
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 Functional Classification: 00 - No Class; 14 - Major; 16 - Minor; 17 - Collector; 19 - Local

(Project Costs in 2015 Dollars X 1000)

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Total	Expenditure Schedule (Local Agency Use)							
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds		Local Funds	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020			
US Open Corridor Projects																			
14	F	11 - Bridgeport Way Phase 3B (US Open Corridor) City of University Place 54th Street to Chambers Lane	06	1.477	G C P S T W	PE / 13 RW / 13 CN / 14	F F F	360 730 2,500			55 113 390	415 843 2,890	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0		
* Construct concrete curb, gutter and sidewalk on both sides of the street. Include bicycle lanes, storm drainage, and street lighting.								PROJECT TOTAL				3,590	0	558	4,148				
16	P	12 - Chambers Creek Rd/Chambers Ln (US Open Corridor) City of University Place 64th Street to Bridgeport Way	06	1.420	G C P S T W	PE / 15 RW / 16 CN / 18				P P P	220 330 2,500	0 0 2,500	220 330 2,500	PE RW CN Total	220 0 0 220	0 330 0 330	0 0 0 0	0 0 2,500 2,500	
* Construct curb, gutter, sidewalk and bike lane both sides								PROJECT TOTAL				0	3,050	0	3,050				
14	F	13a - Bridgeport Way LID City of University Place 67th Ave to South City Limits	06	0.250	G C P S T W	PE / 13 RW / NA CN / 14				F F F	125 0 650	25 0 200	150 0 850	PE RW CN Total	0 0 850 850	0 0 0 0	0 0 0 0	0 0 0 0	
* Construct concrete curb, gutter, bikelane, pervious sidewalk, and low impact development storm drainage improvements on south/west side of the street.								PROJECT TOTAL				0	775	225	1,000				
14	F/P	13b - Bridgeport Way Phase 4a City of University Place Chambers Lane to 67th Ave	06	1.477	G C P S T W	PE / 10 RW / 16 CN / 17	F P P	173 346 1,211			27 54 189	200 400 1,400	PE RW CN Total	0 0 0 0	0 400 0 400	0 0 1,400 1,400	0 0 0 0	0 0 0 0	
* Construct concrete curb, gutter, bikelane, street lighting, landscaping median island and sidewalk								PROJECT TOTAL				1,730	0	270	2,000				
14	F/P	13c - Bridgeport Way Phase 4b City of University Place 67th Ave to South City Limits	06	1.477	G C P S T W	PE / 10 RW / 16 CN / 17	F P P	50 0 600			7 0 93	57 0 693	PE RW CN Total	0 0 0 0	0 0 0 693	0 0 693 693	0 0 0 0	0 0 0 0	
* Construct concrete curb, gutter, bikelane, street lighting, landscaping and sidewalk on north of the street 67th Ave to City Limits.								PROJECT TOTAL				650	0	100	750				
Subtotal US Open Corridor										10,369		6,104	3,472	19,945		7,405	880	3,165	2,500

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Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)					
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020	
17	F	14a- 44th Street W Phase 1a City of University Place Bridgeport Way to 67th Avenue	06	0.511	G C P S T W	PE / 14 RW / NA CN / 15	F F F	130 690			0 0 90	130 0 780	PE RW CN Total	0 0 740 740	0 0 0 0	0 0 0 0	
PROJECT TOTAL								820		0	90	910					
17	P	14b- 44th Street W Phase 1b City of University Place Bridgeport Way to 67th Avenue	06	0.511	G C P S T W	PE / 16 RW / 17 CN / 18				100 90 750	100 90 750	PE RW CN Total	0 0 0 0	100 0 100	0 90 0	0 0 750	
PROJECT TOTAL								0		0	940	940					
17	P	15 - Alameda North Phase 2 City of University Place Cirque Drive W. to 40th St. W.	01	1.023	G C P S T W	PE / 17 RW / 17 CN / 19				100 50 1,760	100 50 1,760	PE RW CN Total	0 0 0 0	0 0 0	100 50 0	0 0 1,760	
PROJECT TOTAL								0		0	1,910	1,910					
16	P	16 - 67th Avenue - Phase 3 City of University Place Bridgeport Way to Regents Blvd.	06	2.690	G C P S T W	PE / 16 RW / 17 CN / 18	P P P	520 1,038 7,612		80 162 1,188	600 1,200 8,800	PE RW CN Total	0 0 0 0	300 0 0	0 550 0	300 650 8,800	
PROJECT TOTAL								9,170		0	1,430	10,600					
17	P	17 - 40th Street Phase 3 City of University Place 7200 Block to 67th Avenue	06	0.800	G C P S T W	PE / 17 RW / 18 CN / 19				100 110 750	100 110 750	PE RW CN Total	0 0 0 0	0 0 0	100 0 750	0 110 750	
PROJECT TOTAL								0		0	960	960					
17	P	18 - Grandview Drive - Phase 5b City of University Place 27th Street to 19th Street	06	0.500	G C P S T W	PE / 18 RW / 18 CN / 20				100 120 1,230	100 120 1,230	PE RW CN Total	0 0 0 0	0 0 0	0 0 1,230	100 120 1,450	
PROJECT TOTAL								0		0	1,450	1,450					
17	P	19 - Alameda South City of University Place From current southern terminus to 67th Ave. W. (South extension)	01	0.152	G C P S T W	PE / 17 RW / 17 CN / 18				65 15 520	65 15 520	PE RW CN Total	0 0 0 0	0 0 0	65 15 0	0 0 520	
PROJECT TOTAL								0		0	600	600					

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Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)							
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020			
14	P	20 - 40th/Bridgeport Intersection City of University Place 40th Street and Bridgeport Intersection *Construct intersection improvements	12	n/a	G C P S T W	PE / 15 RW / 16 CN / 17					0 0 0	60 340 350	60 340 350	PE RW CN Total	60 0 0 60	0 340 0 340	0 0 350 350	0 0 0 0	
PROJECT TOTAL								0		0	750	750							
19	P	21 - Drexler Drive North Phase 2 City of University Place 37th Street to 35th Street * Construct curbs, gutters, sidewalks, hardscape and landscaping on west side and place final lift of pavement	01	0.300	G C P S T W	PE / 14 RW / NA CN / 14					50 0 400	50 0 400	50 0 400	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	
PROJECT TOTAL								0		0	450	450							
17	P	22 - Sunset Drive Traffic Calming City of University Place Cirque Drive to 19th Street * Traffic Calming at various locations	12	2.000	G C P S T W	PE / 17 RW / 17 CN / 19					55 30 968	55 30 968	55 30 968	PE RW CN Total	0 0 0 0	0 0 0 0	55 30 0 85	0 0 968 968	
PROJECT TOTAL								0		0	1,053	1,053							
19	P	23 - Larson Lane North/35th Street City of University Place 3600 blk to 35th Street/Larson Lane to Bridgeport * Construct concrete curb, gutter, and sidewalks on both sides	01	0.600	G C P S T W	PE / 17 RW / 17 CN / 18					85 460 1,210	85 460 1,210	85 460 1,210	PE RW CN Total	0 0 0 0	0 0 0 0	85 460 0 545	0 0 1,210 1,210	
PROJECT TOTAL								0		0	1,755	1,755							
17	P	24 -Sunset Drive City of University Place Cirque Drive to 19th Street * Construct concrete curb, gutter, bike lane and sidewalk on one side.	06	2.008	G C P S T W	PE / 17 RW / 17 CN / 18					165 65 3,500	165 65 3,500	165 65 3,500	PE RW CN Total	0 0 0 0	0 0 0 0	165 65 0 230	0 0 3,500 3,500	
PROJECT TOTAL								0		0	3,730	3,730							
17	P	25 - Elwood Drive Phase 2 City of University Place 29th Street to 27th Street * Construct concrete curb, gutter, bike lanes and sidewalks on the west side of the street.	06	0.133	G C P S T W	PE / 17 RW / NA CN / 18					65 0 200	65 0 200	65 0 200	PE RW CN Total	0 0 0 0	0 0 0 0	65 0 0 0	0 0 200 200	
PROJECT TOTAL								0		0	265	265							
17	P	26 - 35th Street - Phase 1 City of University Place Grandview Drive to Larson Lane *Construction of curb, gutter, sidewalk and bicycle lanes on both sides of street.	06	0.500	G C P S T W	PE / 16 RW / 17 CN / 18		P	75		20 40 2,000	95 40 2,000	95 40 2,000	PE RW CN Total	0 0 0 0	95 0 0 0	0 40 0 0	0 0 2,000 2,000	
PROJECT TOTAL								0		75	2,060	2,135							

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							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020	
17	P	27 - 35th Street - Phase 2 City of University Place Drexler Drive to 67th Avenue	06	0.500	G C P S T W	PE / 17 RW / 17 CN / 18			P	75	20 100 2,000	95 100 2,000	PE RW CN Total	0 0 0 0	0 0 0 0	95 100 0 0	0 0 2,000 2,000
PROJECT TOTAL										75	2,120	2,195					
17	P	28 - Beckonridge Drive Phase 2 City of University Place Grandview Drive to Cirque Drive	06	0.530	G C P S T W	PE / 18 RW / NA CN / 20					150 0 750	150 0 750	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	150 0 750 900
PROJECT TOTAL										0	900	900					
17	P	29 - Lemmons Beach/31st Street/Parkway City of University Place City Limits to Elwood Drive	06	1.000	G C P S T W	PE / 17 RW / 17 CN / 18					100 65 3,410	100 65 3,410	PE RW CN Total	0 0 0 0	0 0 0 0	100 65 0 165	0 0 3,410 3,410
PROJECT TOTAL										0	3,575	3,575					
17	P	30 - 44th Street Phase 2a City of University Place Elwood Dr to Sunset Dr	06	0.549	G C P S T W	PE / 15 RW / NA CN / 16	F	50			0 0 0	50 0 200	PE RW CN Total	50 0 0 50	0 0 200 200	0 0 0 0	0 0 0 0
PROJECT TOTAL								250		0	0	250					
17	P	31 - 44th Street Phase 2b City of University Place Elwood Dr to Sunset Dr	06	0.549	G C P S T W	PE / 17 RW / 17 CN / 18					100 55 200	100 55 200	PE RW CN Total	0 0 0 0	0 0 0 0	100 55 0 155	0 0 200 200
PROJECT TOTAL										0	355	355					
17	P	32 - 44th Street Phase 2c City of University Place Sunset Dr to Bridgeport Way	06	0.549	G C P S T W	PE / 17 RW / 17 CN / 18					100 0 667	100 0 667	PE RW CN Total	0 0 0 0	0 0 0 0	100 0 0 100	0 0 667 667
PROJECT TOTAL										0	767	767					
17	P	33 - 27th Street City of University Place Day Island Bridge to Grandview Drive	06	0.625	G C P S T W	PE / 16 RW / 16 CN / 17					200 65 2,200	200 65 2,200	PE RW CN Total	0 0 0 0	200 65 0 265	0 0 2,200 2,200	0 0 0 0
PROJECT TOTAL										0	2,465	2,465					

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							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020			
17	P	34 - Chambers Creek Road "C" City of University Place Chambers Lane to Bridgeport Way * Construct curb, gutter, sidewalk sand bike lanes both sides side.	06	0.511	G C P S T W	PE / 17 RW / 17 CN / 18						150 90 2,200	150 90 2,200	PE RW CN Total	0 0 0 0	0 0 0 0	150 90 0 240	0 0 2,200 2,200	
PROJECT TOTAL								0		0		2,440	2,440						
17	P	35 - 54th Street City of University Place 79th Avenue to Bridgeport Way * Construct concrete curb, gutter and sidewalks on the south side of the street.	06	0.379	G C P S T W	PE / 17 RW / 18 CN / 19						65 45 385	65 45 385	PE RW CN Total	0 0 0 0	0 0 0 0	65 0 0 65	0 45 385 430	
PROJECT TOTAL								0		0		495	495						
17	P	36a - Elwood Drive Phase 1a City of University Place Cirque Drive to 40th Street * Construct curb, gutter, sidewalk, bike lane, and street lights on east side of street.	06	0.625	G C P S T W	PE / 15 RW / NA CN / 16	F F	50 611				0 0 160	50 771	PE RW CN Total	25 0 0 25	25 0 771 796	0 0 0 0	0 0 0 0	
PROJECT TOTAL								661		0		160	821						
17	P	36b - Elwood Drive Phase 1b City of University Place Cirque Drive to 40th Street * Construct curb, gutter, sidewalk, bike lane, and street lights on west side of street.	06	0.625	G C P S T W	PE / 16 RW / 17 CN / 18						100 90 900	100 90 900	PE RW CN Total	0 0 0 0	100 0 0 100	0 90 0 90	0 0 900 900	
PROJECT TOTAL								0		0		1,090	1,090						
14/16 17/19	P	37 - Street Overlay Program City of University Place Various Locations *Overlay program to be completed on various City streets.	07		G C P S T W	PE / 14 RW / NA varies						0 0 1,800	0 0 1,800	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 1,800 1,800		
PROJECT TOTAL								0		0		1,800	1,800						
16	P	37a - Mildred Street Overlay City of University Place 19th St to Regents Blvd Asphalt overlay - full street	07		G C P S T W	PE / 14 RW / NA CN / 14	P P	17 260				3 40	20 300	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	
PROJECT TOTAL								277		0		43	320						
16	P	37b - Bridgeport Way Overlay City of University Place 67th Ave to Southern City Limits Asphalt overlay - full street	07		G C P S T W	PE / 16 RW / NA CN / 17	P P	17 260				3 40	20 300	PE RW CN Total	0 0 0 0	20 0 300 300	0 0 0 0	0 0 0 0	
PROJECT TOTAL								277		0		43	320						

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							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020				
16	P	37c - Cirque Dr. Overlay City of University Place Bridgeport Way to Grandview Asphalt overlay - full street	07		G C P S T W	PE / 15 RW / NA CN / 15	F P		722			0 0 113	0 0 835	PE RW CN Total	0 0 835 0	0 0 0 0	0 0 0 0	0 0 0 0		
PROJECT TOTAL								722		0	113	835								
19	P	38 - 37th Street City of University Place Bridgeport Way to Drexler Dr. * Regrade street and construct curb, gutter, sidewalk, and streetlights.	01	0.080	G C P S T W	PE / 17 RW / NA CN / 17						100 0 550	100 0 550	PE RW CN Total	0 0 0 0	0 0 0 0	100 0 550 650	0 0 0 0		
PROJECT TOTAL								0		0	650	650								
19	P	39 - 37th Street Connection City of University Place Sunset Drive to 7900 Block * Construct roadway to complete connection **Requires 2/3 Councilmajority to authorize CN	01	0.114	G C P S T W	PE / 17 RW / 17 CN / 18**						100 65 770	100 65 770	PE RW CN Total	0 0 0 0	0 0 0 0	100 65 0 165	0 0 770 770		
PROJECT TOTAL								0		0	935	935								
19	P	40 - 57th Avenue Connection City of University Place Cirque Drive to 5800 Block * Construct roadway to complete connection	01	0.152	G C P S T W	PE / 17 RW / 17 CN / 18						100 65 800	100 65 800	PE RW CN Total	0 0 0 0	0 0 0 0	100 65 0 165	0 0 800 800		
PROJECT TOTAL								0		0	965	965								
19	P	41 - Drexler Drive South City of University Place 40th Street to 42nd Street * Construct roadway for town center grid	01	0.150	G C P S T W	PE / 16 RW / 16 CN / 17						50 100 700	50 100 700	PE RW CN Total	0 0 0 0	150 100 0 250	0 0 700 0	0 0 0 0		
PROJECT TOTAL								0		0	850	850								
19	P	42 - Larson Lane South Phase 1 City of University Place 37th Street to 38th Street * Construct roadway for town center grid	01	0.100	G C P S T W	PE / 16 RW / 16 CN / 17						50 295 200	50 295 200	PE RW CN Total	0 0 0 0	50 295 0 345	0 0 200 200	0 0 0 0		
PROJECT TOTAL								0		0	545	545								
19	P	43 - Larson Lane South Phase 2 City of University Place 38th Street to 40th Street * Construct roadway for town center grid	01	0.250	G C P S T W	PE / 17 RW / 17 CN / 18						150 1,475 965	150 1,475 965	PE RW CN Total	0 0 0 0	0 0 0 0	150 1,475 0 0	0 0 965 965		
PROJECT TOTAL								0		0	2,590	2,590								

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							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020				
19	P	44 - Larson Lane South Phase 3 City of University Place 40th Street to 42nd Street * Construct roadway for town center grid	01	0.250	G C P S T W	PE / 17 RW / 17 CN / 18						150 1,100 880	150 1,100 880	PE RW CN Total	0 0 0 0	0 0 0 0	150 1,100 0 0	0 0 880 880		
PROJECT TOTAL								0		0		2,130	2,130							
19	P	45 - 42nd Street Phase 1 City of University Place Drexler Drive to Bridgeport Way * Construct roadway for town center grid	01	0.110	G C P S T W	PE / 16 RW / 17 CN / 18						50 250 650	50 250 650	PE RW CN Total	0 0 0 0	50 0 0 50	0 250 0 250	0 0 650 650		
PROJECT TOTAL								0		0		950	950							
19	P	46 - 42nd Street Phase 2 City of University Place Bridgeport Way to Larson Lane * Construct roadway for town center grid	01	0.110	G C P S T W	PE / 17 RW / 18 CN / 19						75 300 539	75 300 539	PE RW CN Total	0 0 0 0	0 0 0 0	75 0 0 75	0 300 539 839		
PROJECT TOTAL								0		0		914	914							
17	P	47 - 54th Street Phase 2 City of University Place 79th Avenue to 82nd Avenue *Construct curb, gutter, sidewalk, and streetlights along the north side of 54th Street.	01	0.300	G C P S T W	PE / 15 RW / NA CN / 17		150 600				0 0 94	173 0 694	PE RW CN Total	173 0 0 173	0 0 0 0	0 0 694 694	0 0 0 0		
PROJECT TOTAL								750		0		117	867							
16	P	48 - 40th Street/67th Avenue Intersection City of University Place 40th Street and 67th Avenue Intersection *Construct intersection improvements	12	n/a	G C P S T W	PE / 16 RW / 16 CN / 17						60 100 340	60 100 340	PE RW CN Total	0 0 0 0	60 100 0 160	0 0 340 340	0 0 0 0		
PROJECT TOTAL								0		0		500	500							
17	F	49a - 56th Street Phase 1 City of University Place 89th Ave to Grandview Dr Install street lighting along one side of street. Construct curb, gutter and sidewalk along north side of the street between 95th Ave Ct and Grandview Dr	01	0.250	G C P S T W	PE / 14 RW / NA CN / 15	F F					100 0 350	120 0 400	PE RW CN Total	20 0 50 70	0 0 350 350	0 0 0 0	0 0 0 0		
PROJECT TOTAL								0		450		70	520							

MPO: **PSRC Puget Sound Regional Council**
 Agency: **CITY OF UNIVERSITY PLACE**
 County: **Pierce County**

City of University Place, WA.
Six-Year Transportation Plan
2015 - 2020

Adoption Date: _____

Resolution Number: _____

Improvement Type: 01-New Construction; 05-Minor Widening; 06-Other Enhancements; 07-Resurfacing; 12-Safety/Traffic Ops; 32-Non Motor Vehicle
 Utilities Legend:G-Gas, C -Cable TV, P-Power, S-Sewer, T-Telephone, W-Water, O-Other

Functional Classification: 00 - No Class; 14 - Major; 16 - Minor; 17 - Collector; 19 - Local

(Project Costs in 2014 Dollars X 1000)

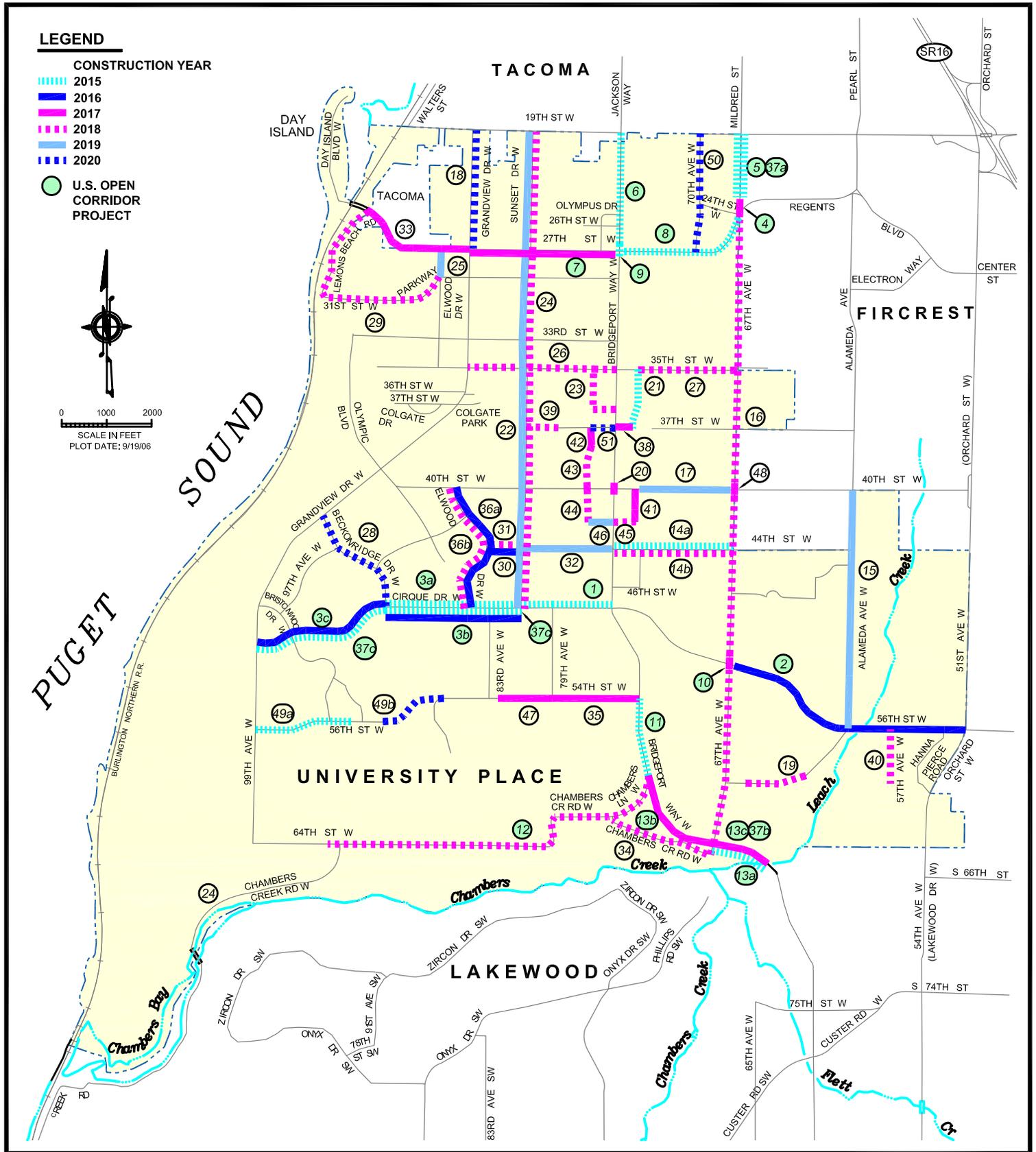
Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)								
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2015	2nd 2016	3rd 2017	4th-6th 2018-2020				
17	P	49b - 56th Street Phase 2 City of University Place 89th Ave to 8500 block of 54th Street Connect 56th Street to 54th Street. Construct roadway and pedestrian improvements	01	0.250	G C P S T W	PE / 18 RW / 18 CN / 20					0 0 0	200 800 1,900	200 800 1,900	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	200 800 1,900 2,900		
PROJECT TOTAL								0		0	2,900	2,900								
17	P	50 - 70th Avenue Phase 2 City of University Place 27th Street to 19th Street *Sidewalk, curb, gutter, landscaping, bike lane, and streetlights on the east side between 27th and 19th	01	0.246	G C P S T W	PE / 18 RW / 18 CN / 20					0 0 0	100 0 400	100 0 400	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	100 0 400 500		
PROJECT TOTAL								0		0	500	500								
19	P	51 - 37th Street Phase 2 City of University Place 7900 Block to Bridgeport Way * Construct roadway to complete connection **Requires 2/3 Council majority to authorize CN	01	0.057	G C P S T W	PE / 18 RW / 18 CN / 20**					100 65 350	100 65 350	100 65 350	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	100 65 350 515		
PROJECT TOTAL								0		0	515	515								
GRAND TOTAL								23,296	0	6,704	52,412	82,412					9,358	4,204	13,137	46,794

LEGEND

- CONSTRUCTION YEAR**
- 2015
 - 2016
 - 2017
 - 2018
 - 2019
 - 2020
- U.S. OPEN CORRIDOR PROJECT**



0 1000 2000
SCALE IN FEET
PLOT DATE: 9/19/06



**CITY OF UNIVERSITY PLACE
PUBLIC WORKS 6 YEAR
TRANSPORTATION
IMPROVEMENT PROGRAM
2015-2020**

37 Street overlay program located throughout the arterial network

Memo

DATE: April 10, 2014
TO: Jack Ecklund, City Engineer
FROM: David Swindale, Director Planning and Development *DS*
SUBJECT: 2015-2020 6 Yr Transportation Improvement Program

According to SB6406 effective July, 10, 2012 the following new section was added to WAC 197-11 SEPA Rules:

NEW SECTION. Sec. 307. A new section is added to chapter 43.21C RCW to read as follows: The following non-project actions are categorically exempt from the requirements of this chapter: (1) Amendments to development regulations that are required to ensure consistency with an adopted comprehensive plan pursuant to RCW 36.70A.040, where the comprehensive plan was previously subjected to environmental review pursuant to this chapter and the impacts associated with the proposed regulation were specifically addressed in the prior environmental review.

I have discussed this legislative change with the State Department of Ecology SEPA Division and determined that until or unless further clarification is provided it is for the local jurisdiction to determine if this rule change applies to the annual adoption of Transportation Improvement Programs (TIP).

As the SEPA Official I am inclined to categorize the annual TIP amendment as a development regulation that is required to ensure consistency with an adopted comprehensive plan and therefore, determine its amendment and adoption to be exempt from SEPA. The City's Comprehensive Plan as previously subjected to environmental review pursuant to WAC 197-11 and the impacts associated with Transportation Element of the Plan were specifically addressed in the prior environmental review.

This determination may change for future TIP amendments if future SEPA rulemaking dictates.

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

Proposed Council Action:

Pass an ordinance pertaining to marijuana, also known as cannabis; adopting local regulations for recreational marijuana as defined in state law and medical cannabis as defined in state law; repealing Ordinance No. 631 which established a moratorium on marijuana uses; adopting a new chapter in the university place municipal code, "marijuana/cannabis uses" which establishes local regulations for all marijuana uses; recognizing the conflict with federal law; and adopting legislative findings.

Agenda No:	7
Dept. Origin:	City Attorney
For Agenda of:	April 14, 2014
Exhibits:	Ordinance
Concurred by Mayor	_____
Approved by City Manager	_____
Approved as to Form by City Atty:	_____
Approved by Finance Director	_____
Approved by Dept. Head	_____

Expenditure Required \$ 0.00	Amount Budgeted \$ 0.00	Appropriation Required	-0-
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SUMMARY / POLICY ISSUES

Washington State Initiative 502, passed in 2012, purports to decriminalize the possession and consumption of certain amounts of marijuana with the State, and it also directs State government to implement a marijuana production, processing and retail sale industry. Decriminalizing the possession and consumption of certain amounts of marijuana within the State does not require State government officials to violate federal law; however, Initiative 502's separate mandate to implement a marijuana production, processing and retail sale industry in Washington does purport to compel State elected and appointed officials and employees to engage in conduct which violates federal law and subjects them to criminal prosecution and forfeiture of property, as well as violation of federal grant obligations, and their oaths of office.

It is now mid-2014, and the current federal administration which has expressed ambiguous tolerance for the violation of federal marijuana laws will end in 2016. There has been no legislation advanced in the United States Congress to change federal marijuana laws. The approach of the federal administration, which will take office in 2017, is unknown and unknowable at this time. In addition, attempting to compel City officers or employees to subject themselves to federal criminal penalties could result in employer liability for the City.

Regardless of media coverage of this issue, participation by local government in the clear violation of federal law remains a high-risk proposition. Because of the federal law overlay, the City's approach to the State's new and untested marijuana industry "experiment" is ultimately a legal rather than a zoning or land use question. Under the totality of the circumstances, the Council desires to enact a local marijuana and cannabis business prohibition based on the conflict with federal law. In the event federal changes, the Council can revisit this issue.

RECOMMENDATION / MOTION

MOVE TO: Pass an ordinance pertaining to marijuana, also known as cannabis; adopting local regulations for recreational marijuana as defined in state law and medical cannabis as defined in state law; repealing Ordinance No. 631 which established a moratorium on marijuana uses; adopting a new chapter in the university place municipal code, "marijuana/cannabis uses" which establishes local regulations for all marijuana uses; recognizing the conflict with federal law; and adopting legislative findings.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF UNIVERSITY PLACE, WASHINGTON PERTAINING TO MARIJUANA, ALSO KNOWN AS CANNABIS; ADOPTING LOCAL REGULATIONS FOR RECREATIONAL MARIJUANA AS DEFINED IN STATE LAW AND MEDICAL CANNABIS AS DEFINED IN STATE LAW; REPEALING ORDINANCE NO. 631 WHICH ESTABLISHED A MORATORIUM ON MARIJUANA USES; ADOPTING A NEW CHAPTER IN THE UNIVERSITY PLACE MUNICIPAL CODE, "MARIJUANA/CANNABIS USES" WHICH ESTABLISHES LOCAL REGULATIONS FOR ALL MARIJUANA USES; RECOGNIZING THE CONFLICT WITH FEDERAL LAW; AND ADOPTING LEGISLATIVE FINDINGS

WHEREAS, the cultivation, possession or distribution of marijuana, also known as cannabis, and marijuana products is a criminal violation of federal law through the federal Controlled Substances Act ("CSA") which lists marijuana as a schedule one controlled substance defined as highly addictive with no known medical value; and

WHEREAS, the CSA is the supreme law of the land and supersedes any conflicting State enactments; and

WHEREAS, originating with Washington State Initiative 692, passed in 1998, state law (RCW 69.51A the "Medical Use of Cannabis Act") authorizes the "medical" use of cannabis by certain qualifying "patients" and allows up to ten (10) qualifying patients to join together to provide the in-kind resources to cultivate a "collective garden" of up to fifteen (15) plants per patient; and

WHEREAS, a portion of an amendment to the Medical Use of Cannabis Act (Engrossed Second Substitute Bill 5037, 2011), which would have allowed non-profit "dispensaries" was vetoed in its entirety by Governor Gregoire, and the Medical Use of Cannabis Act does not authorize "dispensaries," nor does it authorize "collective gardens" to sell cannabis to qualifying patients which can include minors, in any manner analogous to a retail sale; and

WHEREAS, Washington State Initiative 502, passed in 2012, contains two separate subjects: first, it purports to decriminalize the possession and consumption of certain amounts of marijuana within the State; and second, it directs State government to implement a marijuana production, processing and retail sale industry; and

WHEREAS, as a matter of law, no State initiative can change or supersede the federal CSA; and

WHEREAS, decriminalizing the possession and consumption of certain amounts of marijuana within the State does not require State government officials to violate federal

law; however, Initiative 502's separate mandate to implement a marijuana production, processing and retail sale industry in Washington does purport to compel State elected and appointed officials and employees to engage in conduct which violates federal law and subjects them to criminal prosecution and forfeiture of property as well as violation of federal grant obligations, and their oaths of office; and

WHEREAS, acknowledging the fundamental conflict between I-502 and the marijuana-industry portion of the federal CSA, on August 29, 2013, the US Department of Justice (DOJ) issued a press release indicating that the federal administration would not seek to invalidate state marijuana legalization schemes "for now," and also issued prosecutorial guidance to US Attorneys regarding enforcement of marijuana laws which expressly reserved the right to invalidate the state legalization schemes altogether; and

WHEREAS, on February 14, 2014, the DOJ issued another press release and set of prosecutorial guidelines indicating that the federal administration was not "likely" to prosecute banks that banked marijuana money so long as the banks didn't get into any of the DOJ's eight 'areas of concern.'" DOJ made clear that banking marijuana money was still illegal and their guidelines did not confer immunity; and

WHEREAS, neither the DOJ press releases, nor the prosecutorial guidelines changed the law, the CSA and all related federal criminal statutes remain unaltered, and the DOJ position can change at any time, including with a change in the federal administration in 2017; and

WHEREAS, the DOJ has made clear that the guidance provided to federal prosecutors does not confer any immunity from prosecution on anyone participating in any way in the State marijuana industry; and

WHEREAS, all business, investments or other activities by private parties, including banks, and public officials purporting to implement I-502 and regulate marijuana and cannabis under the authority of the Medical Use of Cannabis Act, or I-502, remain subject to criminal prosecution and asset forfeiture; and

WHEREAS, on September 10, 2013, the City Attorney sent a letter to US Attorney for the Western District of Washington (attached hereto and incorporated herein as Exhibit A) requesting clarification regarding whether there was any legal basis to conclude that University Place elected and appointed officials and employees would not be subject to federal criminal sanctions for participating in the local permitting and regulation of recreational marijuana; and

WHEREAS, the City Attorney never received any response; and

WHEREAS, it is mid-2014, and the current federal administration which has expressed ambiguous tolerance for the violation of federal marijuana laws will end in 2016; and

WHEREAS, there has been no legislation advanced in the United States Congress to change federal marijuana laws; and

WHEREAS, the approach of the federal administration, which will take office in 2017, is unknown and unknowable at this time; and

WHEREAS, the City Council does not desire to subject itself, or attempt to subject, any other officer or employee of the City to federal criminal prosecution and asset forfeiture, regardless of the likelihood of such federal enforcement; and

WHEREAS, attempting to compel City officers or employees to subject themselves to federal criminal penalties could result in employer liability for the City; and

WHEREAS, neither the Medical Use of Cannabis Act, nor the state Uniform Controlled Substances Act, preempts the local regulatory authority, including the zoning authority, of the City; and

WHEREAS, in January 2014, in response to a request by the Washington State Liquor Control Board, the Washington State Attorney General issued a formal Attorney General Opinion ("AGO" 2014 No. 2) which affirmed that I-502 did not in any way impair the authority of Washington cities or counties to prohibit marijuana businesses, or to regulate marijuana businesses in a manner that imposed requirements and regulations greater than those in State law; and

WHEREAS, on November 4, 2013, by Ordinance 631 the City Council, after conducting a public hearing, extended a six (6) month moratorium on the establishment, location, operation, licensing, or maintenance of facilities, businesses or any other activities involving the production, sale and use of marijuana and marijuana products, which expires on May 4, 2014; and

WHEREAS, the Washington State Liquor Control Board has established a system for licensing marijuana producers, marijuana processors, and marijuana retailers and has announced its intent in 2014, to issue licenses for marijuana producers, marijuana processors, and retail recreational marijuana stores in defiance of and without regard for local moratoriums, prohibitions or requirements; and

WHEREAS, it is, therefore, necessary to establish appropriate regulations for state licensed recreational marijuana businesses and collective cannabis gardens proposing to operate within the City; and

WHEREAS, a public hearing was held on April 14, 2014, regarding the regulations set forth in this Ordinance and the City Council weighed the testimony and considered evidence received in enacting this Ordinance; and

WHEREAS, the Washington State Constitution and statutes authorize the City to make and enforce within its limits all such local regulations as are not in conflict with general laws, including the adoption of land use controls. Additionally, the City will advance the health, safety and welfare of its residents by regulating uses involving the production, processing, and retailing of marijuana within the City, and the City Council finds it to be in the best interests of public health, safety and welfare to adopt the regulations set forth in this Ordinance.

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

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

Section 2. Moratorium Repealed. Ordinance No. 631 is hereby repealed.

Section 3. Regulations Enacted. New Chapter 5.35 "Marijuana/Cannabis Uses" of the University Place Municipal Code, is hereby adopted as shown in Exhibit B, which is attached hereto and incorporated herein by reference.

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

Section 5. Effective Date – Emergency. The City Council hereby finds and declares that an emergency exists because there is a potential that persons seeking to engage in marijuana-cannabis activities could receive licenses from the state for inappropriate locations within the City, and claim vesting before enactment of adequate and appropriate regulations, this Ordinance shall become effective immediately upon passage in order to preserve the public health, safety and welfare.

PASSED BY THE CITY COUNCIL ON _____, 2014.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

EXHIBIT NO. A



September 10, 2013

Ms. Jenny A. Durkan
United States Attorney
Western District of Washington
U.S. Attorney's Office
700 Stewart Street, Suite 5220
Seattle, WA 98101

Re: Washington State Initiative 502

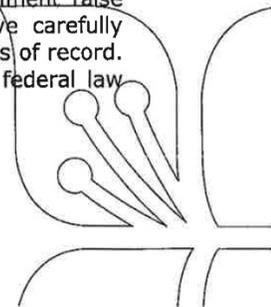
Dear Ms. Durkan:

I am the City Attorney of the City of University Place, Washington. Since the passage of Washington State Initiative 502 which purports to legalize marijuana in our state, and also to create a licensed marijuana industry, the City of University Place, along with many other local jurisdictions, has been awaiting formal action by the State or federal government to address the legal validity of I- 502, in light of the prohibition on marijuana in the federal Controlled Substances Act.

The current State administration will not subject I-502 to a legal test, and with the statement by Attorney General Eric Holder on August 29, and the prosecutorial guidance from Deputy Attorney General James Cole, it appears no further action is forthcoming from the current federal administration prior to the State's implementation of I-502. This leaves local jurisdictions in our State with the unprecedented and very difficult decision of whether to participate in violating federal law, or to defy those portions of Initiative 502 that would necessitate the local zoning, licensing and regulation of the new marijuana industry.

Unfortunately, neither the U.S. Attorney General's recent statement, nor the prosecutorial guidance to U.S. Attorneys address the pressing concerns of local governments in Washington who are faced with the prospect of participating in the regulatory zoning and licensing of production, processing, distribution and retail sale of marijuana. While those portions of I-502 that purport to legalize the possession and consumption of marijuana can be accommodated through police and prosecutorial guidelines, the portions that necessitate the active and ongoing authorization and regulation of the new marijuana industry by government raise grave concerns. In advising my clients on this difficult issue, I have carefully researched the relevant law and the decisions of state and federal courts of record. As a last step in my due diligence, I am consulting you as the chief federal law enforcement official for the Western District of Washington.

University Place City Hall
3715 Bridgeport Way West Tel 253.566.5656
University Place, WA 98466 Fax 253.566.5658 www.CityofUP.com



Ms. Jenny Durkan
U.S. Attorney General
Western District of Washington
September 10, 2013
Page 2

Based on various prior statements by federal authorities and my own research, the question of whether a state law may legalize marijuana in defiance of the federal Controlled Substances Act has been completely and conclusively answered in the negative by the US Supreme Court in *United States v. Oakland Cannabis Buyers' Cooperative*, 532 U.S. 483 (2001), and *Gonzales v Raich* 545 U.S. 1 (2005). I have found no countervailing authority. I also understand from prior statements by federal authorities and my research that Washington State government officials and employees, including local elected and appointed officials, who participate in the zoning, licensing and regulation of the new Washington marijuana industry, are subject to federal criminal prosecution for violating federal law. While the main motivator for our City is a desire to obey the law in accordance with our oaths of office, even the possibility of criminal prosecution is a tremendous concern.

In addition to our substantial concerns about violating federal law, and the attendant criminal penalties, our City is also concerned about breaching our federal grant agreements. University Place, as with every city and county in the State of Washington, is the recipient or sub-recipient of federal grant funds for purposes including transportation projects and law enforcement. Each of those grant agreements requires that the City "assure and certify" compliance with all federal statutes, regulations, policies, guidelines and requirements. I have not located any federal law, rule or judicial decision that would exempt compliance with all of, or with the marijuana portion of, the Controlled Substances Act. As a consequence, by participating in the implementation and regulation of Washington's new marijuana industry, the City of University Place would be in breach of all of our federal grant agreements, and would be subject to the penalties associated with the breach of those agreements.

We may infer from the President and Attorney General's statements that, at the moment, it is not the current federal administration's intent to prosecute Washington State government officials, or deem Washington recipients of federal grants in breach of their obligations for participating in Washington's new marijuana industry. However, to competently advise my clients on this issue I am bound to pose two essential questions. First, is there any legal basis which I have not discovered to conclude that the marijuana industry portions of I-502 are not violations federal law? Second, is there any legal basis which I have not discovered to conclude that Washington local governments who participate in the zoning, licensing and regulation of the new Washington marijuana industry are not subject to federal criminal prosecution, and are not in breach of their federal grant agreements? My own research answered both questions in the negative, but as my final piece of due diligence I am seeking your input.

Ms. Jenny Durkan
U.S. Attorney General
Western District of Washington
September 10, 2013
Page 3

I am fully aware that a response to this inquiry is not mandatory, and that the politics surrounding this legal issue renders a response difficult. Nevertheless, I would greatly appreciate the courtesy of a reply.

Respectfully,


Steve Victor
City Attorney

Exhibit B to Ordinance No. _____

Chapter 5.35

MARIJUANA/CANNABIS USES

Sections:

5.35.010 Definitions.

5.35.020 State-Licensed Facilities.

5.35.30 Dispensaries

5.35.040 Severability

5.35.010 Definitions.

“Cannabis” also known as Marijuana means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Cannabis Dispensary” means any cannabis (marijuana) use that is not licensed by the State, which operates in a manner analogous to a retail store by having qualifying patient customers who wish to purchase cannabis (marijuana) for money, execute paperwork to join an RCW 69.51A “collective garden” make their purchase for money, and after completion of the purchase, execute paperwork to resign from the collective.

"Marijuana" also known as Cannabis means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana-Infused Products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include usable marijuana.

"Marijuana Processor" means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

"Marijuana Producer" means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

"Marijuana Retailer" means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet.

"Retail Outlet" means a location licensed by the state liquor control board for the retail sale of useable marijuana and marijuana-infused products.

"THC Concentration" means the percent of delta-9 tetrahydrocannabinol content per dry weight of any part of the plant cannabis, or per volume or weight of marijuana product, or the combined percent of delta-9 tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant cannabis regardless of moisture content.

"Useable Marijuana" means dried marijuana flowers. The term "useable marijuana" does not include marijuana-infused products.

5.35.020 State-Licensed Marijuana Businesses.

The following provisions apply to marijuana businesses licensed by Washington State.

A. State-licensed marijuana businesses shall be subject to all standards and other requirements of the University Place Development Regulations.

B. As a condition of licensure, all applicants for a University Place marijuana related business license shall execute in a form prescribed by the City, an acknowledgement that they are aware that marijuana remains a controlled substance under federal law, and that they are subject to criminal prosecution, and forfeiture of their business and personal assets under federal law; that they indemnify, defend, hold harmless and release the City and its officers and employees from any all claims arising in any manner from federal enforcement against them or their business.

C. State-licensed marijuana businesses shall not be permitted within 1,000 feet of the perimeter grounds of the following entities:

1. Elementary or secondary schools;
2. Playground;
3. Recreation center or facility;
4. Child-care center;
5. Public Park;
6. Public transit center;
7. Library;
8. Game arcade (where admission is not restricted to persons age 21 or older);

University Place shall rely upon the definitions set forth in the Washington Administrative Code when identifying the entities listed above.

D. All applications by State-licensed marijuana businesses for Conditional Use Permits in University Place shall include written federal certification of compliance by the applicant with all requirements of federal law.

E. Compliance with Federal Law.

No application for a State-licensed marijuana business shall be accepted by University Place until such time as the federal law is amended to allow marijuana production, processing, and retail sale for recreational use in the State of Washington.

F. Marijuana-Licensed Retail Outlets.

1. State licensed marijuana retail outlets shall only be permitted through a Conditional Use Permit in a Light-Industrial-Business Park Zone
2. Subject to any more specific conditions in the CUP, a City-permitted, State-licensed marijuana retail outlet may sell usable marijuana, marijuana-infused products, and marijuana paraphernalia between the hours of 8:00 AM and 9:00 PM.
3. Subject to any more specific conditions in the CUP, a City-permitted, State-licensed marijuana retail outlet may only sell usable marijuana, marijuana-infused products, and marijuana paraphernalia in a detached building containing no additional business activities.

G. State-Licensed Marijuana Processors.

1. State-licensed marijuana processors shall be permitted through a Conditional Use Permit in a Light-Industrial-Business Park Zone.

H. State-Licensed Marijuana Producers.

1. State-licensed marijuana indoor producers shall be permitted through a Conditional Use Permit in a Light-Industrial-Business Park Zone.

2. Marijuana outdoor producers are prohibited.

3. Subject to any more specific conditions in the CUP, a City-permitted, State-licensed marijuana production shall take place within a fully enclosed secure indoor facility or greenhouse.

4. Subject to any more specific conditions in the CUP, a City-permitted, State-licensed marijuana indoor production facility shall be limited to 10,000 square feet of production space.

I. Nuisance Abatement. In addition to any other available remedy or penalty, any violation of this Section, or any continued business operation after any state or federal directive to cease operations is declared to be a public nuisance per se, and may be abated under the applicable provisions of this Code or state law.

5.35.030 Cannabis Dispensaries

Cannabis Dispensaries as defined in this Chapter are prohibited in University Place, and are declared to be a public nuisance per se.

5.35.040 Severability.

If any provision of this Chapter or its application to any person or circumstance is held invalid, the remainder of the Chapter or the application of the provision to other persons or circumstances shall not be affected.

Memo

DATE: April 14, 2014
TO: City Council
FROM: Eric A. Faison, Executive Director Finance & Administrative Services
SUBJECT: Non-City Events Study Session

Background

Council has previously identified which events will be considered “City” events and which events will be considered “non-City” events. The Council has yet to determine which, if any, non-City events will be provided with City support in the form of in-kind contributions, staff support, fee waivers or free use of facilities. While the discussion of which events would become City events was event specific, the discussion of what kinds of City support should be provided to non-City public events on City property includes a broader list that generally relates to events hosted by City “partners”. For purposes of this study session, the non-City events at issue include:

- UP for Arts Atrium Events;
- Dance Theater Northwest Performances;
- Sun Dogs Pups in the Park;
- UP Community Supported Parks & Recreation Events (including Get Local events);
- Historical Society Events; and
- Other public events presented by City partners.

Benefits of City Partner Designation

There has been a great deal of discussion regarding what rights or benefits are associated with the City “partner” designation. To clarify the issue, attached is the City’s most recent matrix of benefits associated with the “partner” designation. Specifically the designation is part of the City’s limited public forum policy.

The benefits afforded relate entirely to access to the City’s Business Directory, Newsletter, Web page and links, Web events calendar, bulletin board, UPTV, and public display areas. The designation of “partner” does not include the waiver of normal City fees or requirements for events, nor does it provide a basis for provision of City support to “partner” events. As a result,

absent new Council legislation, a City “partner” designation does not provide any legal basis for waiver of City fees or requirements for events, or for the provision of City support, in any form, to events.

Types of City Support

The types of support most requested of the City by various groups include:

- the provision of porti-potties, hand wash stations and garbage disposal;
- staff support (administrative, finance, permitting, parks, recreation, public works and public safety);
- free or reduced rental fees for public facilities; and
- permit fee waivers.

Next Steps

Staff is requesting Council direction on the level of support that should be provided to non-City events. Any support in excess of that provided by the existing Limited Public Forum Policy will be brought back as legislation for Council consideration.

CITY OF UNIVERSITY PLACE - POLICIES & PROCEDURES

TITLE: Limited Public Forums	POLICY MANUAL SECTION & NO. 05.06	
APPROVED BY CITY MGR	REVISES OR SUPERSEDES 06/03/02	EFFECTIVE DATE: 07/14/08

1. PURPOSE

This document establishes policies and procedures for use of public media and facilities that may include, but is not limited to the City Business Directory, City Newsletter, City Web Page, Web Page Links, Web Page Events Calendar, Adopt a Street/Park Program, City Hall Bulletin Board, UPTV (television), and Public Display Areas. It is the City’s intent to use these types of media and public facilities to better inform the community on City issues and topics of interest to the community. It is also the City’s intent to clarify the allowed levels of usage of these media and facilities for groups as the City deems necessary with categories such as: Official City and City Appointed Organizations, Other Governments Serving University Place, City Partners, General Community Groups, and For Profit-Business Associations. The City reserves the right to establish further guidelines, policies and procedures at its discretion and reserves the right to amend this policy at any time.

2. DEFINITIONS

Public Forum: In the Ninth Circuit, traditional public forums are described as those places “which by long tradition or by government fiat have been devoted to assembly and debate.” In the Ninth Circuit this category includes public streets and parks.

Designated Public Forum: A designated Public Forum exists where “the government intentionally opens up a nontraditional forum for public discourse.”

Limited Public Forum: Sub-category of a designated public forum that “refers to a type of non-public forum that the government has intentionally opened up to certain groups or to certain topics. It is permissible for governments to impose restrictions that are viewpoint neutral and reasonable in light of the purpose served by the forum.

Official City & City Appointed Organizations: City departments, City Commissions, City Committees, etc.

Other Governments or Intergovernmental Entities Serving University Place: Examples of such include the Rainier Communications Commission, other Cities and Counties, LESA, schools, the Fire District, and Metro Parks.

City Partners: Organized groups working in University Place that are specifically recognized by the City Council as a city partner. To be recognized as a city partner, a group must meet one or more of the following criteria: (1) a group with whom the City has a formal contract to provide public services in the City; (2) a group’s role in fulfilling a Council recognized special community need; (3) and groups that volunteer to maintain or improve public facilities. The City Council will recognize groups of City Partners by separate Resolution.

General Community Groups: Community groups that do not have a contractual relationship or formal agreement with the City, but who serve the community in support of the City’s vision and goals. Examples include Masons, Churches, Kiwanis, Rotary, Character Council, and Political Groups.

Business Association Groups: For-profit Businesses, Organizations, or Associations with members of twenty or more. Examples include the Chamber of Commerce.

City: City of University Place, Washington.

3. POLICIES

The City Manager and City Council have designated limited public forums and levels of allowed usage by certain groups as shown in Exhibit A.

City partners are those groups that are officially recognized by the City Council as being in a partnership relationship with the City on one or more projects. To become a City Partner a group must seek formal recognition from the City Council. Whether or not a group will continue to be identified as a City Partner shall be reviewed by the City Council at least once each calendar year.

To be recognized as a City partner, a group must meet at least one of the following four criteria:

(1) **Groups that have a written contract with the City to provide public services in the City.** Two examples of these are the UP Festival Association and the Audubon Society. Presumptively there is a legitimate public interest in the services provided by these groups. This interest is personified in the written contracts. That should be sufficient to justify a partnership arrangement at least on the contract issues.

(2) **Groups that maintain or improve public facilities.** These include the Curran Core Orchard Resource Enthusiasts and the Friends of Homestead Park/Rhododendron Society. Preliminarily, a distinction must be made between groups that Adopt a Park and groups that improve public facilities. We permit political parties to Adopt a Street/Adopt a Park. It would be inappropriate under State Law to have a political party as a City Partner. Groups that work with the City over a protracted period of time to improve a public facility, however, can more appropriately be considered a partner. The terms of the partnership, however, are limited to the scope of the improvements made in the City's public facilities. The City is free to control the extent of these partnerships because we own the facilities that are being improved.

(3) **Groups that fulfill a special community need.** This is a much more loosely defined category. A direct City contribution is not always made. Two candidate groups for this category include the Historical Society and UP for Arts. The Historical Society serves a useful government purpose by reminding citizens and visitors of the history of the area. This can promote tourism and economic development. UP for Arts may contribute art to public facilities. UP for Arts may also enter into a contractual relationship with the City.

Web Page/Links/Community Calendar: The City of University Place assumes no responsibility for the accuracy of any information contained on any web site to which the City's web-site provides a link. Links to other web pages are provided for convenience only. A link from the City's web-site to another site does not constitute endorsement by the City. An appropriate disclaimer shall be posted on the City's web page.

LIMITED PUBLIC FORUM POLICY – Exhibit A
(For use of public media and facilities – Revised 08/16/10)

**Policy Issues – Support City Council Goals/Vision? Free Speech? Gift of Funds? Separation of Church & State? Ban of Political Activity?
Resources/Time/\$? Liability? Risk (Political)?**

	Business Directory	Newsletter	Web Page & Links	Web Page Events Calendar	City Hall Bulletin Board	UPTV	Public Display Areas
I. Official City & City Appointed Organizations (i.e., City Departments, Commissions/Committees...)	X	X	X	X	X	X	X
II. Other Governments Serving University Place (e.g., RCC, Cities, County, State, LESA, Metro Parks...)	X	X	X	X (ie. Library Link)	Space Available	Time Available within a City Program	Space Available
III. City Partners (Defined as: Groups with whom the City has a formal contract; a group's role in fulfilling a Council recognized special community need; and groups that volunteer to maintain or improve public facilities.(e.g., Tacoma Art Museum, Historical Society, University Place Festival, Friends of Homestead Park/Rhododendron Society, TACID...)	X	Time/Space/\$ Available - Limited to Information about Partnership Activities	X	Time/Space Available - Limited to Information about Partnership Events	No (Unless Part of a City Event)	Time Available within a City Program	Limited to Information About Partnership
IV. General Community Groups (e.g., Masons, Churches, Kiwanis, Rotary, Character First, Political Groups...)	X	No	No	No	No	No	No
V. Business For –Profit Individual business and/or community business associations (i.e., Chamber ...)	X (Display Ads?)	No (Display Ads?)	Business Organization or Association, but not individual businesses	No	No	No	No for individual businesses, but ok for Business Org. or Association
VI. Friends Groups (Defined as Groups who have applied for and been granted Friend status identified with a specific park site or public right-of-way.)	X	Time/Space Available - Limited to Information about Friends Activities	Time/Space Available - Limited to Information about Friends Activities	Time/Space Available - Limited to Information about Friends Events	X	Time/Space Available within a City Program	Time/Space Available The City may provide signage at each group's specified site.