

*PRELIMINARY CITY COUNCIL AGENDA

June 6, 2016
Regular Council Meeting

June 20, 2016
Regular Council Meeting

July 5, 2016
Regular Council Meeting

July 18, 2016
Regular Council Meeting

Preliminary City Council Agenda subject to change without notice*

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APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, May 2, 2016
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER

Mayor Figueroa called the Regular Meeting to order at 6:30 p.m.

2. ROLL CALL

Roll call was taken by the Deputy City Clerk as follows:

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

Staff Present: City Manager Sugg, City Attorney Victor, ACM/Finance Director Faison, ACM/Economic Development Director Craig, Public Works Director Cooper, Engineering and Capital Projects Director Ecklund, Planning and Development Services Director Swindale, Police Chief Blair, Parks & Recreation Manager Smith, Principal Planner Boers, Paralegal Grover, and Deputy City Clerk Nicholas.

3. PLEDGE OF ALLEGIANCE

The Pierce County Sheriff's Department Honor Guard led the Pledge of Allegiance.

4. APPROVAL OF MINUTES

MOTION: By Councilmember McCluskey, seconded by Councilmember Belleci, to approve the minutes of April 18, 2016 as submitted.

The motion carried.

5. APPROVAL OF AGENDA

MOTION: By Councilmember Grassi, seconded by Councilmember Belleci, to approve the agenda.

The motion carried.

6. PUBLIC COMMENTS – The following individuals provided public comment: *James Clark, 3322 Sylvan Drive West; Don McDaniel 3555 Market Place West; Steve Gregorich, 6515 46th Street Court West; Terry Egan, 9518 55th Street Court West; Judy Karon, 8304 54th Street Court West; Mary Schmidke, 5413 89th Avenue Court West; Betsy Tainer, 3333 Locust Avenue Court West.*

7. PRESENTATION – Police Chief Blair recognized Reserve Deputy Gibbon for his 30 years of service to the community, volunteerism with the City of University Place Police Department, and being awarded Reserve Deputy of the Year by the Pierce County Sheriff's Department.

8. CONSENT AGENDA

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

- A. Receive and File: Payroll for the period ending 04/20/16 in the total amount of One Hundred Ninety-Nine Thousand Six Hundred Fifty-Nine and 53/100 Dollars (\$199,659.53); Claims dated 04/27/16, check nos. 51978034 through 51978114 and wire nos. 4222016 and 17936553, in the total amount of Nine Hundred Seventy-Seven Thousand Nine Hundred Sixty-One and 73/100 Dollars (\$977,961.73).
- B. Pass an ordinance amending Ordinance No. 626 directing the City's administration to monitor actual development within the Planned Action Area against the thresholds established in the Environmental Impact Statement. (**ORDINANCE NO. 667**)

The motion carried.

COUNCIL CONSIDERATION

9. BRIDGEPORT WAY PHASE 5 PROJECT BID AWARD

Staff Report – City Engineer Ecklund described the Bridgeport Way West Phase 5 project improvements for construction along Bridgeport from 27th Street to South 19th Street that will complete Bridgeport Way from the north end of the City to the south end. The project is approximately 85% grant funded and consists of curbs, gutters, sidewalks, bike lanes, storm drains, street lights, a traffic signal, irrigation, and landscaping. The project also includes a new water main that will be paid for by Tacoma Public Utilities. Mr. Ecklund recommended the contract be awarded to the lowest responsible bidder, Miles Resources, LLC.

Public Comment – None.

Council Consideration – **MOTION:** By Councilmember Nye, seconded by Councilmember Belleci, to authorize the City Manager to award the Bridgeport Way Phase 5 project to Miles Resources, LLC in the amount of \$2,807,959.42 and execute all necessary contract documents.

The motion carried.

10. STATE RECREATION AND CONSERVATION OFFICE GRANT ACCEPTANCE FOR CIRQUE PARK LIGHTING IMPROVEMENT

Staff Report – Public Works and Parks Director Cooper recapped the grant application and acceptance process and explained that the grant had been modified to remove the synthetic turf made from recycled tires known as crumb rubber. When considering the grant for submittal, Council had expressed concern regarding the use of crumb rubber because of inconclusive studies about health and safety risks to youth. At Mr. Cooper's request, the State agreed to modify the grant and still award it to the City.

Public Comment – None.

Council Consideration – **MOTION:** By Councilmember Grassi, seconded by Councilmember McCluskey, to adopt a resolution approving and accepting the State Recreation and Conservation Office grant award and the expenditure of Park Impact Fee funds for the local match for the Cirque Park Lighting improvement project.

The motion carried.

11. CITY MANAGER'S REPORT

City Manager Sugg introduced Planning and Development Services Director Swindale to update Council on development of the Regional Growth Center Subarea Plan. Committee meeting dates and protocol have been established, public outreach initiated, and a proposed scope of work developed. A professional services agreement is being finalized for a consultant to assist with plan development.

Mr. Swindale reported on the 36 current commercial and residential development projects within the City.

12. COUNCIL COMMENTS/REPORTS

Councilmember Belleci thanked the Curran Group, 16th Combat Aviation Brigade (CAB), The Church of Jesus Christ of Latter-Day Saints, and the other individuals who worked at Curran Apple Orchard for Parks Appreciation Day.

Councilmember Worthington summarized the challenges that Council faces as they address the City's current deficit funding. A \$600,000 deficit remains after initial steps were taken to cut expenditures. Even with a reduction in police services and the decision to eliminate the City's recreation programs, Council must identify additional areas in which to make cuts and create revenue.

Mayor Pro Tem Keel attended the Tacoma Narrows Rotary volunteer appreciation event and presented awards to the 16th CAB for their many contributions and Narrows Plaza for volunteer and fundraising efforts to support the University Place School District.

Councilmember Nye announced the next Curtis High School Lacrosse Team game.

The Council concluded its business meeting at 7:41p.m. and recessed to study session.

STUDY SESSION

13. SEWER FRANCHISE FEE ORDINANCE

City Attorney Victor presented information about the City's utility-related franchise agreements in an effort to remedy the fact that all utilities, except Pierce County Sewer, pay a surcharge to operate in the City's rights-of-way. Each utility pays 6% by franchise surcharges or surcharges imposed through the City's utility tax ordinance. The proposed franchise with Pierce County Sewer provides that the County will pay uniformly with other utilities operating in the City.

Assistant City Manager Faison projected revenues of approximately \$300,000 to \$360,000 with an impact to the average household of \$3.00 per month should the County choose to pass on the cost. He delivered various data to show comparisons between the City's 8% portion of the property tax and the total property tax bill, and identified the other taxing jurisdictions that receive the 92%.

After discussion, Council requested that staff bring the proposed ordinance back for Council consideration with added language that would dedicate revenues to the Street Fund.

At 8:59 p.m., a motion was made and carried to extend the meeting 10 minutes.

14. CRITICAL AREAS AND SHORELINE MASTER PROGRAM AMENDMENTS – (Postponed to a future meeting.)

15. ADJOURNMENT

The meeting adjourned at 9:02 p.m. No other action was taken.

Submitted by,

Debora Nicholas
Deputy City Clerk

APPROVAL OF CONSENT AGENDA

City of University Place
Voucher Approval Document

Control No.: 57	Agenda of: 05/16/16	PREPAY
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Claim of: Payroll for Pay Period Ending 04/30/16

Check #	Date	Amount	Check #	Date	Amount
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5/5/2016 116,262.10 Direct Deposit

EMPLOYEE NET 116,262.10

318642	5/5/2016	320.25	IUOE LOCAL 612
318643	5/5/2016	6,285.67	IUOE LOCALS 302/612 TRUST FUND
318644	5/5/2016	155.00	MALAIER, TRUSTEE, MICHAEL G.
318645	5/5/2016	250.00	NATIONWIDE RETIREMENT SOLUTION
318646	5/5/2016	7.50	PACIFIC SOURCE ADMINISTRATORS
318647	5/5/2016	2,344.95	UNUM LIFE INSURANCE COMPANY
318648	5/5/2016	965.19	UNUM LIFE INSURANCE COMPANY

WIRE	5/5/2016	60,420.03	AWC EMPLOYEE BENEFIT TRUST
WIRE	5/5/2016	23,548.91	BANK OF AMERICA
WIRE	5/5/2016	18,042.56	- 106006, VANTAGEPOINT TRANSF
WIRE	5/5/2016	6,627.01	- 304197, VANTAGEPOINT TRANSF
WIRE	5/5/2016	4,186.41	- 800263, VANTAGEPOINT TRANSF
WIRE	5/5/2016	27,274.59	WA STATE DEPT OF RETIREMENT SY
WIRE	5/5/2016	736.25	PACIFIC SOURCE ADMINISTRATORS
WIRE	5/5/2016	254.17	- 705544, VANTAGEPOINT TRANSF
WIRE	5/5/2016	2,788.11	- 106006 LOAN, VANTAGEPOINT
WIRE	5/5/2016	79.90	AFLAC INSURANCE
WIRE	5/5/2016	890.30	WA ST DEPT OF RETIREMENT SYS
WIRE	5/5/2016	538.21	- 304197 LOAN, VANTAGEPOINT TR

BENEFIT/DEDUCTION AMOUNT 155,715.01

TOTAL AMOUNT 271,977.11

Preparer Certification:

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

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

Date _____

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4292016	5/13/2016	001058	ICMA RC RETIREMENT TRUST	LOAN REPAYMEN	4/29/2016	LOAN REPAYMENT/S. LEWIS	1,034.25	1,034.25
		Voucher: 40557						
4299218	4/27/2016	003049	DEPT OF LABOR & INDUSTRIES	1STQTR16	4/27/2016	1ST QTR 16/VOLUNTTER HOURSE	92.00	92.00
		Voucher: 40547						
51978115	5/2/2016	022801	KATE MCDERMOTT	MAR16	3/15/2016	UP NEWSLETTER/JAN, FEB, MAR	720.00	720.00
		Voucher: 40559						
51978116	5/3/2016	001575	CITY TREASURER	04272016	5/3/2016	WATER SERVICE CHAMBERS/CH	12,354.00	12,354.00
		Voucher: 40539						
51978117	5/13/2016	001000	ABC LEGAL MESSENGERS INC	MMFWA00061500	3/28/2016	LEGAL DELIVERY SERVICE - SOI	50.00	
		Voucher: 40524		MMFWA00061500	4/28/2016	LEGAL DELIVERY SERVICE	50.00	100.00
51978118	5/13/2016	025715	ABM JANITORIAL SERVICES	9367302	5/1/2016	MAY16/JANITORIAL SERVICES	3,831.65	3,831.65
		Voucher: 40525						
51978119	5/13/2016	025179	ACCESS INFORMATION MANAGE	1441103	4/30/2016	APR16/OFFSITE RECORDS STOIF	268.33	268.33
		Voucher: 40526						
51978120	5/13/2016	001945	ADDISON CONST SUPPLY INC	308851	4/27/2016	ROMIX RO-396	126.04	126.04
		Voucher: 40527						
51978121	5/13/2016	002709	ALPINE WEST SKI SCHOOL	417	5/3/2016	SKI LESSONS	484.80	484.80
		Voucher: 40528						
51978122	5/13/2016	023418	AMEC FOSTER WHEELER ENV & S	25751584	4/14/2016	BRIDGEPORT WAY CONSTRUCT	12,300.50	12,300.50
		Voucher: 40529						
51978123	5/13/2016	002075	AMERICAN REPROGRAPHICS CC	1441456	4/29/2016	27TH ST WEST IM-BID	417.63	
		Voucher: 40530		1442215	4/29/2016	27TH ST W IMPROVEMENTS	375.91	
				1434354	4/21/2016	MILDRED ST ROADWAY IMPROV	255.77	
				1436979	4/25/2016	MILDRED ST ROADWAY IMPROV	246.82	1,296.13
51978124	5/13/2016	001818	APEX ENGINEERING PLLC	201653042	4/15/2016	MEMORY LANE WALL EVALUATIK	1,309.95	1,309.95
		Voucher: 40531						
51978125	5/13/2016	002333	BANK OF AMERICA	548001400009914	5/10/2016	MASTERCARD/4-22-16	10,349.05	10,349.05
		Voucher: 40532						
51978126	5/13/2016	025789	BEE CUBIC LLC	1001	5/5/2016	LOGO DESIGN/REVISION/DUCK	200.00	200.00
		Voucher: 40533						
51978127	5/13/2016	024610	BSN SPORTS INC.	97782086	3/31/2016	BASEBALL EQUIP/RECREATION	2,850.38	2,850.38
		Voucher: 40534						
51978128	5/13/2016	025428	CAPITAL ONE COMMERCIAL/COS	7003-7301-0003-1	4/26/2016	7003-7301-0003-1024/COSTCO	45.77	45.77
		Voucher: 40535						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51978129	5/13/2016	003155	CDW.GOVERNMENT, INC.	CVC6856	4/25/2016	BARRACUDA 1YR INSTANT REPI	9,138.85
	Voucher:	40536	CRP4961	4/12/2016	HP LASER JET/HP 500 SHEET TF	988.13	
			CSF9078	4/14/2016	CREDIT/ORIG INV #CMF3024TON	-116.54	
			CSF9080	4/14/2016	CREDIT/HP PRO SHEET FEEDER	-136.30	
			CQC8113	4/5/2016	CREDIT/ORIG INV #CMF3024/LAS	-409.44	
			CSF9091	4/14/2016	CREDIT/ORIG INV #CPF3904/LAS	-409.44	9,055.26
51978130	5/13/2016	001152	CENTURYLINK	206-Z20-0051	4/20/2016	PHONES/CITY WIDE	2,400.00
	Voucher:	40537	1373382560	4/23/2016	PHONES/LONG DISTANCE & INT	1,570.54	3,970.54
51978131	5/13/2016	001024	CITY TREASURER	100951901	4/6/2016	POWER/7723 CHAMBERS CREEK	3,032.18
	Voucher:	40538	100068203	4/29/2016	POWER/3715 BP WAY W	1,524.83	
			100385145	4/25/2016	WATER/3800 74TH AVE W	244.56	
			100565439	4/25/2016	WATER/3761 BP WAY W	209.47	
			100386367	4/25/2016	POWER/7223 40TH ST W	175.32	
			100060658	4/27/2016	POWER/3510 67TH AVE W	160.35	
			100668525	4/26/2016	WATER/4499 ALAMEDA AVE W	128.38	
			100864411	4/25/2016	POWER/6730 40TH ST CT W	84.42	
			100892486	5/2/2016	POWER/6400 BP WAY W	78.18	
			100668506	5/2/2016	WATER/5700 HANNAH PIERCE R	72.52	
			100696565	4/26/2016	POWER/4609 ALAMEDA AVE W	72.17	
			100573267	4/26/2016	POWER/4727 ALAMEDA AVE W	67.80	
			100104132	4/27/2016	POWER/3503 67TH AVE W	62.13	
			100083115	4/25/2016	POWER/4000 67TH AVE W	47.41	
			100165190	4/25/2016	POWER/3761 BP WAY W	44.28	
			100456986	5/2/2016	POWER/5918 HANNAH PIERCE F	39.09	
			100256491	4/13/2016	POWER/7250 CIRQUE DR W	38.00	
			100533758	5/2/2016	POWER/5418 CIRQUE DR W	34.62	
			100445063	5/4/2016	POWER/3715 BP WAY W, #E2	28.18	6,143.89
51978132	5/13/2016	025161	CITY TREASURER	116	1/31/2016	JAN16/UPTV CHANNEL GUIDE LI	92.70
	Voucher:	40540	216	2/29/2016	FEB16/UPTV CHANNEL GUIDE LI	92.70	
			316	3/31/2016	MAR16/UPTV CHANNEL GUIDE L	92.70	278.10
51978133	5/13/2016	002060	CODE PUBLISHING COMPANY IN	53057	5/3/2016	WEB HOSTING/PRINT/SAVE SEL	486.75
	Voucher:	40541	336203	4/27/2016	MUNICIPAL CODE UPDATE/ORD	270.77	757.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51978134	5/13/2016	023782	COMPLETE OFFICE SOLUTIONS, 1358288-0	4/11/2016	INK CARTRIDGE/TONER	421.30	
	Voucher:	40542	1364304-0	4/25/2016	INDEX/LGL/TAB/CLOTH/ATTORNI	71.64	
			1364961-0	4/26/2016	PAD/MOUSE/RIBBON	40.88	
			1363148-0	4/21/2016	PAPER/RECREATION	39.76	
			1363151-0	4/21/2016	INDEX, 5TAB, INSRT, BIGTAB	12.80	
			1355680-0	4/5/2016	SCISSORS	5.12	591.50
51978135	5/13/2016	002066	CONSOLIDATED ELECTR.DIST.C(8541-405442	12/23/2015	175W MH V5 BAL/HPS LAMP	566.07	566.07
	Voucher:	40543					
51978136	5/13/2016	024347	COPIERS NORTHWEST, INC. INV1363222	5/5/2016	MAR4-APRIL3/OVERAGE CHARG	411.88	
	Voucher:	40544	INV1369688	4/18/2016	JAN15-APR14/OVERAGE PERIOD	251.18	
			INV1349027	3/7/2016	FEB4-MAR3/OVERAGE CHARGE	229.84	
			INV1375441	4/29/2016	APR28-MAY27 BASE RATE/MAR2	176.98	
			INV1372674	4/25/2016	APR22-MAY21 CONTRACT LEAS	105.46	1,175.34
51978137	5/13/2016	025915	CUSTOM FIRE ART 1181	1/4/2016	CUSTOM STAINLESS SUPPORT I	7,384.50	7,384.50
	Voucher:	40545					
51978138	5/13/2016	003143	DEPARTMENT OF COMMERCE PWTF-259475	4/28/2016	PW-97-791-033/PWTFL	102,928.07	
	Voucher:	40546	PWTF-258918	4/28/2016	PW-00-691-060/PWTFL	54,047.37	
			PWTF-254311	4/28/2016	PW-05-691-PRE-145/PWTFL	49,307.86	
			PWTF-270195	4/28/2016	PW-00-691-058/PWTFL	39,202.25	
			PWTF-256343	4/28/2016	PW-00-691-059/PWTFL	37,578.95	283,064.50
51978139	5/13/2016	001737	DON SMALL & SONS OIL DIST CC95132	4/21/2016	BULK FUEL/PW SHOP	1,850.61	1,850.61
	Voucher:	40548					
51978140	5/13/2016	025983	DOSSER, TERRY REFUND	5/9/2016	REFUND/TOWN HALL DEPOSIT	400.00	400.00
	Voucher:	40549					
51978141	5/13/2016	001727	FENCE SPECIALIST INC 0028653	4/21/2016	FENCE INSTALLATION	1,641.00	1,641.00
	Voucher:	40550					
51978142	5/13/2016	025936	GRAY CPA CONSULTING, PC 10082	5/6/2016	CASEWARE IMPLEMENTATION/C	27,546.55	27,546.55
	Voucher:	40551					
51978143	5/13/2016	001858	GRAY LUMBER COMPANY 71457	4/28/2016	PINE BOARD/EZ SPIKE	119.00	119.00
	Voucher:	40552					
51978144	5/13/2016	022141	HAVENS, ANNE REFUND	5/3/2016	REFUND/TRIP CANCELLED/#523	10.00	10.00
	Voucher:	40553					
51978145	5/13/2016	001222	HOME DEPOT CREDIT SERVICES6035-3225-0105-0	4/29/2016	MISC REPAIRS/MAINT SUPPLIES	21.90	21.90
	Voucher:	40554					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51978146	5/13/2016	025569	HRIVNAK, CECILIA	REIMB	4/25/2016	DAY TRIP CANCELLED/#5149	25.00	25.00
		Voucher: 40555						
51978147	5/13/2016	001223	HUMANE SOCIETY OF TACOMA	IVC0001632	5/1/2016	MAY16/BOARDING CONTRACT	100.00	100.00
		Voucher: 40556						
51978148	5/13/2016	024664	JOHNSON, DARLINE	REFUND	4/25/2016	REFUND/DAY TRIP CANCELLED/	10.00	10.00
		Voucher: 40558						
51978149	5/13/2016	022801	KATE MCDERMOTT	MAY16	5/1/2016	HEADLINES COPY	1,105.00	1,105.00
		Voucher: 40560						
51978150	5/13/2016	021616	KELLEY IMAGING SYSTEMS	18670033	4/26/2016	LEASE/SHARP MX 5111N COPIEF	860.71	860.71
		Voucher: 40561						
51978151	5/13/2016	023289	KIDZ LOVE SOCCER	2016WI-F86	4/29/2016	WINTER 2016/SOCCER INSTRUC	2,425.50	2,425.50
		Voucher: 40562						
51978152	5/13/2016	025769	KRAMER, JEANNE E.	015	5/3/2016	SPRING 2/PIANO/VOICE LESSON	675.00	675.00
		Voucher: 40563						
51978153	5/13/2016	024933	LANDSCAPE BARK	L65001	4/11/2016	LANDSCAPE BARK	960.53	960.53
		Voucher: 40564						
51978154	5/13/2016	001258	MCCARTHY & CAUSSEAU	231	4/30/2016	APR16/HEARING EXAMINER SEF	582.50	582.50
		Voucher: 40565						
51978155	5/13/2016	001352	MILES RESOURCES, LLC	256311	4/25/2016	HOT MIX ASPHALT	1,513.23	1,513.23
		Voucher: 40566						
51978156	5/13/2016	025980	MILLIONAIRE HOTDOGS LLC	REFUND	4/25/2016	REFUND/INCORRECT CITY/BUSI	50.00	50.00
		Voucher: 40567						
51978157	5/13/2016	025982	MONTGOMERY, NAOMI	REFUND	4/25/2016	REFUND/SENIOR DAY TRIP/#514	25.00	25.00
		Voucher: 40568						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51978158	5/13/2016	001378	MOUNTAIN MIST WATER	000588551	4/1/2016	#075361/BOTTLED WATER/CITY I	56.25	
	Voucher:	40569		000588551	4/18/2016	#075361/BOTTLED WATER/CITY I	38.75	
				000613125	4/29/2016	#075361/BOTTLED WATER/CITY I	33.50	
				000558590	4/1/2016	#075361/BOTTLED WATER/PW SI	26.50	
				000585553	4/15/2016	#075361/BOTTLED WATER/PW SI	17.75	
				000588550	4/18/2016	#075361/BOTTLED WATER/REC C	17.75	
				000613124	4/29/2016	#068332/BOTTLED WATER/CM O	17.24	
				000558599	4/1/2016	#068332/BOTTLED WATER/CM O	16.97	
				000563674	4/5/2016	#031650/BOTTLED WATER/SR CE	16.00	
				000558574	4/1/2016	#065205/BOTTLED WATER/COUM	14.31	
				000558575	4/1/2016	#066460/BOTTLED WATER/FITNE	14.31	
				000613120	4/29/2016	#075361/BOTTLED WATER/PW SI	12.50	
				000614765	5/5/2016	#075361/BOTTLED WATER/REC C	8.75	
				000613133	4/29/2016	#065205/BOTTLED WATER/COUM	7.74	
				000591666	4/19/2016	#031650/BOTTLED WATER/SR CE	7.25	
				000588540	4/18/2016	#068332/BOTTLED WATER/CM O	6.75	312.32
51978159	5/13/2016	001096	NORTHWEST CASCADE, INC.	2-1542873	2/5/2016	PORTA POTTY RENTAL/SKATE P	72.00	72.00
	Voucher:	40570						
51978160	5/13/2016	024139	P.C.COMMUNITY NEWSPAPER GI8218		4/21/2016	APR22 ISSUE/UP PRESS CONTR	1,846.15	1,846.15
	Voucher:	40571						
51978161	5/13/2016	021638	PACIFICSOURCE ADMIN, INC.	0000256345	4/28/2016	APRIL16/ADMIN FEES	68.75	68.75
	Voucher:	40572						
51978162	5/13/2016	023438	PETORAK, LISA	TRAVEL RECON	4/18/2016	TRAVEL RECON/TEEX/MILEAGE	32.29	32.29
	Voucher:	40573						
51978163	5/13/2016	001109	PIERCE COUNTY BUDGET & FIN/CI-215314		4/26/2016	MAR16/JAIL HOUSING	7,682.50	7,682.50
	Voucher:	40574						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51978164	5/13/2016	001588	PIERCE COUNTY SEWER	00664685	5/1/2016	SEWER/4951 GRANDVIEW DR W	176.86
	Voucher:	40575		00566276	5/1/2016	SEWER/3715 BP WAY W	134.19
				00000591	5/1/2016	SEWER/2534 GRANDVIEW DR W	76.00
				01576721	5/1/2016	SEWER/3609 MARKET PL W/RET	37.22
				01576712	5/1/2016	3609 MARKET PL W/RETAIL UNIT	37.22
				01576739	5/1/2016	SEWER/3609 MARKET PL W/RET	37.22
				01571443	5/1/2016	SEWER/7520 CIRQUE DR W	33.34
				00604682	5/1/2016	SEWER/2917 MORRISON RD W	25.58
				01633279	5/1/2016	SEWER/1902 SEAVIEW AVE W	17.83
				01512692	5/1/2016	SEWER/3555 MARKET PL W	17.83
							593.29
51978165	5/11/2016	001114	PITNEY BOWES GLOBAL FIN. SV	APR16	5/4/2016	APR16/ACCT19533470/POSTAGE	1,700.00
	Voucher:	40576					1,700.00
51978166	5/13/2016	023882	PIVETTA BROTHERS CONST.,INC4		5/3/2016	BRIDGEPORT LID PROJECT	543,102.06
	Voucher:	40577					543,102.06
51978167	5/13/2016	025955	PMI TRUCKING	15993	4/25/2016	BLAST PRIME POWDER COAT/P	112.14
	Voucher:	40578					112.14
51978168	5/13/2016	024027	PRELLWITZ, TRUDY	REFUND	4/25/2016	REFUND/CANCELLED TRIP/#514	25.00
	Voucher:	40579					25.00
51978169	5/13/2016	001161	PUGET SOUND ENERGY CORP	300000009641	5/2/2016	GAS/3715 BP WAY W, #D2 & #A3	126.01
	Voucher:	40580		200017087624	4/29/2016	GAS/2534 GRANDVIEW DR W	115.04
				200000971479	4/26/2016	GAS/4910 BRISTONWOOD DR W	108.70
				300000010987	5/18/2016	GAS/3715 BP WAY W, #E2	49.27
				200014542258	4/28/2016	GAS/7450 MARKET SQ W	46.78
				220008861142	4/28/2016	GAS/3715 BP WAY W, #BLDG D1	37.23
							483.03
51978170	5/13/2016	025844	RICHARD MERCIER	SPRING2016	1/28/2016	POLLINATION SERVICES/CURRA	450.00
	Voucher:	40581					450.00
51978171	5/13/2016	001382	SAFEGUARD BUSINESS SYSTEM	031398056	4/14/2016	LASER BLANK CH/ENVELOPE SC	261.24
	Voucher:	40582					261.24
51978172	5/13/2016	001124	SAFEWAY, INC.	64682	4/23/2016	ACCT #64682/MISC PURCHASES	21.54
	Voucher:	40583					21.54
51978173	5/13/2016	001312	SHOPE CONCRETE PRODUCTS	9964297	4/21/2016	54"X2' MH SECTION	306.21
	Voucher:	40584					306.21
51978174	5/13/2016	025931	SLA CORPORATION	04062016-57	4/18/2016	MAR20-APR19/MONTHLY ESCHA	73.12
	Voucher:	40585					73.12

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51978175	5/13/2016	003008	SPRAGUE PEST SOLUTIONS INC2818090	3/3/2016	PEST CONTROL/WMV	98.46	
	Voucher:	40586	2866211	5/3/2016	PEST CONTROL/SR. CENTER	43.76	142.22
51978176	5/13/2016	002613	SUPERIOR LINEN SERVICE,INC. 46763	5/4/2016	OFFICE MAT RENTAL/PW SHOP	89.00	89.00
	Voucher:	40587					
51978177	5/13/2016	001139	TACOMA-PIERCE CO CHAMBER 35770	4/30/2016	2016 DUES/VISION FUND	450.00	450.00
	Voucher:	40588					
51978178	5/13/2016	025032	TEAMSIDELINE.COM TS-INV-3905	5/1/2016	UNLIMITED USE/PREMIUM TEAM	898.00	898.00
	Voucher:	40589					
51978179	5/13/2016	025981	THOMPSON, MARGARET REFUND	4/25/2016	REFUND/TRIP CANCELLED/#514	25.00	25.00
	Voucher:	40590					
51978180	5/13/2016	025832	U.S. BANK ST. PAUL 280436	4/11/2016	UNILTGO09A/DEBT SERVICE PAY	406,809.38	
	Voucher:	40591	280687	4/11/2016	UNILTGO09B/DEBT SERVICE PAY	245,071.00	
			280438	4/11/2016	UNILTGOR12B/DEBT SERVICE P	173,143.51	
			280686	4/11/2016	UNIPLTGOR12A/DEBT SERVICE I	133,575.00	
			280768	4/11/2016	UNIPLLTGO07A/DEBT SERVICE F	77,756.25	
			281222	4/11/2016	UNIPLLTGO07C/DEBT SERVICE F	58,480.63	
			280851	4/11/2016	UNIPLGOREF05/DEBT SERVICE	20,747.50	1,115,583.27
51978181	5/13/2016	001394	UNITED RENTALS NW INC 134424376-001	1/19/2016	REPLACED FOOT SWITCH	521.00	521.00
	Voucher:	40592					
51978182	5/13/2016	001331	UNIVERSITY PLACE REFUSE SV,1900452	4/27/2016	MAY16/BILLING PERIOD/REFUSE	2,377.22	
	Voucher:	40593	900114	4/27/2016	MAY16/BILLING PERIOD/COMPAC	679.91	3,057.13
51978183	5/13/2016	001151	UNIVERSITY PLACE SCHOOL DISF22541	4/20/2016	MAR16/CJH & CHS GYM USE	140.00	140.00
	Voucher:	40594					
51978184	5/13/2016	025336	US BANK 745000006	5/9/2016	CUSTOMER #745000006/APR16/I	24.00	24.00
	Voucher:	40595					
51978185	5/13/2016	002276	VERMEER NORTHWEST SALES IIR00319	4/25/2016	RENTAL/CHIPPER	547.00	547.00
	Voucher:	40596					
51978186	5/11/2016	002939	WA STATE TREASURER 06032016	5/4/2016	LICENSE RENEWAL/PROF ENGIN	116.00	116.00
	Voucher:	40597					
51978187	5/13/2016	024399	WELLS FARGO FINANCIAL LEASI5003010182	4/18/2016	MAY15-JUNE14/LEXMARK PRINT	190.14	
	Voucher:	40598	5003019929	4/22/2016	MAY19-JUN18/LEMARK PRINTER	95.00	285.14
Sub total for BANK OF AMERICA:							2,079,291.00

75 checks in this report.

Grand Total All Checks: 2,079,291.00

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

Proposed Council Action:

Approve the final plat of "The Knolls At University Place – Phase I," formerly known as "Orchard Ridge", a 42-Lot Subdivision containing 42 detached single-family dwellings located at 5020 South Orchard Street, and forward to the Mayor for signature.

Agenda No: 7B
Dept. Origin: Planning & Development Services
For Agenda of: May 16, 2016
Exhibits: Pages 1-4 of the Final Plat

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

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

UPMC Section 21.25.050 requires the City Council to approve a final plat in accordance with RCW 58.17. When the Planning and Development Services Director finds that the subdivision meets the criteria of UPMC Chapter 21.25, he or she shall recommend approval of the proposed final plat to City Council.

The Preliminary Plat/Planned Development District of "Orchard Ridge" was approved on December 7, 2011. This subdivision was subsequently combined with the adjoining Woodside Creek subdivision and renamed "The Knolls at University Place". Orchard Ridge will become Phase 1 of The Knolls, and Woodside Creek will become Phase 2 of The Knolls. The applicant has been working since Preliminary Plat/PDD approval to comply with State law, City zoning and subdivision codes, and all conditions of preliminary approval. The applicant has either installed necessary utility and access infrastructure and landscaping – which have been inspected and approved – or submitted financial guarantees to the City for these improvements as required by all applicable regulations.

Staff finds that the final plat of "The Knolls at University Place – Phase I" meets applicable State law, subdivision and zoning codes, and conditions of approval of the preliminary plat.

ALTERNATIVES CONSIDERED

Disapproval – All conditions of preliminary approval have been met, and staff knows of no reason to disapprove the action.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

MOVE TO: Approve the final plat of "The Knolls At University Place – Phase I," formerly known as "Orchard Ridge", a 42-Lot Subdivision containing 42 detached single-family dwellings located at 5020 South Orchard Street, and forward to the Mayor for signature.

THE KNOLLS AT UNIVERSITY PLACE PHASE 1

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL ROADS (NOT DESIGNATED AS PRIVATE) FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE ROADS;

ALL LOTS IN THE PLAT OF THE KNOLLS AT UNIVERSITY PLACE AND IN ANY FUTURE PHASES WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN ALL TRACTS.

TRACT 'E' IS HEREBY DEDICATED TO PIERCE COUNTY UPON RECORDING OF PLAT.

David B. Sanson 4/27/16
DATE

BENOVA NORTHWEST LLC
BY: ITS MANAGER, CIVIC PROPERTY GROUP, INC.
BY: DAVID SANSON, PRESIDENT AND INCORPORATOR
OF CIVIC PROPERTY GROUP, INC.

ACKNOWLEDGED BY: *David B. Sanson* 4/27/16
DATE
U.S. BANK NATIONAL ASSOCIATION
d/b/a HOUSING CAPITAL COMPANY

ACKNOWLEDGMENTS

STATE OF CA)
) SS
COUNTY OF Contra Costa)

THIS IS TO CERTIFY THAT ON THIS 27th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED David B. Sanson, THE manager OF Civic Property Group, TO ME KNOWN TO BE THE INDIVIDUAL WHO SIGNED THE FOREGOING DEDICATION AND ACKNOWLEDGED THAT HE DID SO AS HIS FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES STATED THEREIN, AND UNDER OATH, STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF SAID COMPANY.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

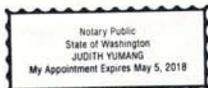


J. Moraes
Notary Public in and for the
State of Washington, Residing at Concord, CA
Printed Name Jessica Moraes
My commission expires 12/26/2019

STATE OF WASHINGTON)
) SS
COUNTY OF King)

THIS IS TO CERTIFY THAT ON THIS 27th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED David B. Sanson, THE manager OF Civic Property Group, TO ME KNOWN TO BE THE INDIVIDUAL WHO SIGNED THE FOREGOING DEDICATION AND ACKNOWLEDGED THAT HE DID SO AS HIS FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES STATED THEREIN, AND UNDER OATH, STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF SAID COMPANY.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



Judith Yumang
Notary Public in and for the
State of Washington, Residing at King County
Printed Name Judith Yumang
My commission expires May 5, 2018

LAND SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT THIS PLAT IS BASED ON A TRUE AND ACCURATE SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY HEREON; THAT THE APPLICABLE MONUMENTS WILL BE SET OR BONDED WITH THE CITY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; AND THAT LOT CORNERS, OR APPROPRIATE OFFSETS THERETO, WILL BE SET, AND THAT I HAVE COMPLIED WITH CITY OF UNIVERSITY PLACE PLATTING REGULATIONS AND THE STATE OF WASHINGTON STATUTES GOVERNING SUBDIVISIONS AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

Terrell C. Ferguson
TERRELL C. FERGUSON, PLS
CERTIFICATE NO. 22956

CITY APPROVALS

ENGINEERING DEPARTMENT

EXAMINED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF UNIVERSITY PLACE FOR STREETS AND STORM DRAINAGE SYSTEMS.

David J. ... 5/11/16
CITY ENGINEER DATE

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED BY THE CITY OF UNIVERSITY PLACE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT AND THAT THE PLATTING FEE HAS BEEN PAID.

D. ... 5/11/16
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT DIRECTOR DATE

CITY COUNCIL

EXAMINED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE.

MAYOR, CITY OF UNIVERSITY PLACE DATE

CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL

I HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED, SUBJECT TO COMPLIANCE WITH ALL CURRENT REQUIREMENTS OF THE CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL.

Bob ... 05/11/2016
CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL DATE

PIERCE COUNTY APPROVALS

ASSESSOR - TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AND DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE PAID AND DISCHARGED.

Mike ... 4-28-16
ASSESSOR - TREASURER DATE



PIERCE COUNTY PUBLIC WORKS - SEWER DIVISION

EXAMINED AND APPROVED WITH CONDITIONS (SEE SANITARY SEWER NOTES ON SHEET 2).

... 4/28/16
WASTEWATER UTILITY MANAGER DATE

HEALTH DEPARTMENT

WATER SUPPLY APPROVED

Michelle ... 4-28-16
DEPARTMENTAL REPRESENTATIVE DATE

AUDITOR

FILED FOR RECORD AT THE REQUEST OF _____ THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS AT PAGES _____, RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

PIERCE COUNTY AUDITOR _____ BY _____
RECORDING NUMBER _____

PROTECTIVE AND RESTRICTIVE COVENANTS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE KNOLLS AT UNIVERSITY PLACE PHASE 1 RECORDED UNDER RECORDING NUMBER: _____

APPLICATION NO. FPL 16-0002

	BASELINE ENGINEERING, INC. Land Development Professional Services (253)565-4491 • Seattle (206)824-1205 • FAX (253)565-8563 Land Planning & Use • Engineering • Surveying 1910-64th Avenue West • Tacoma, WA 98466		
	DRAWN BY: JH/DP CHECKED BY: TCF	DATE: 4/26/16 SCALE: N/A	JOB NO: 12-102.1 SHEET: 1 OF 4

THE KNOLLS AT UNIVERSITY PLACE PHASE 1

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION - PHASE 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE NORTH 01°20'37" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1,350.58 FEET;

THENCE NORTH 89°09'47" WEST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PROPERTY CONVEYED TO CHARLES W. MCPHAIL AND MARIAN M. MCPHAIL, HUSBAND AND WIFE, BY DEED RECORDED MARCH 26, 1963 UNDER AUDITOR'S NUMBER 2003165;

THENCE CONTINUE NORTH 89°09'47" WEST, A DISTANCE OF 135.00 FEET TO THE NORTHWEST CORNER OF SAID MCPHAIL PROPERTY;

THENCE SOUTH 01°20'37" WEST, A DISTANCE OF 21.73 FEET TO THE SOUTHWEST CORNER OF SAID MCPHAIL PROPERTY AND THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°09'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 770.03 FEET TO A LINE PARALLEL WITH AND 935.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 01°20'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 331.92 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°10'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 138.75 FEET;

THENCE NORTH 01°26'32" EAST, A DISTANCE OF 75.00 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 69.42 FEET;

THENCE NORTH 01°26'32" EAST, A DISTANCE OF 13.71 FEET;

THENCE SOUTH 88°39'23" EAST, A DISTANCE OF 82.57 FEET;

THENCE SOUTH 43°40'18" EAST, A DISTANCE OF 42.81 FEET;

THENCE SOUTH 01°19'42" WEST, A DISTANCE OF 57.43 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°10'32" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 201.32 FEET;

THENCE NORTH 01°20'37" EAST, A DISTANCE OF 56.37 FEET;

THENCE SOUTH 88°39'23" EAST, A DISTANCE OF 57.00 FEET;

THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A BACK TANGENT BEARING OF NORTH 01°20'37" EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 101°58'27", AN ARC DISTANCE OF 44.49 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A BACK TANGENT BEARING OF SOUTH 79°22'10" WEST, A RADIUS OF 131.50 FEET, A CENTRAL ANGLE OF 28°34'55", AN ARC DISTANCE OF 65.60 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A BACK TANGENT BEARING OF SOUTH 50°47'15" WEST, A RADIUS OF 188.50 FEET, A CENTRAL ANGLE OF 29°46'01", AN ARC DISTANCE OF 97.93 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A BACK TANGENT BEARING OF SOUTH 80°33'16" WEST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°12'39", AN ARC DISTANCE OF 34.56 FEET;

THENCE NORTH 86°18'28" EAST, A DISTANCE OF 49.19 FEET;

THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVE TO THE LEFT HAVING A BACK TANGENT BEARING OF NORTH 01°20'37" EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°31'09", AN ARC DISTANCE OF 39.50 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 146.01 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°28'51", AN ARC DISTANCE OF 39.04 FEET;

THENCE SOUTH 89°42'19" EAST, A DISTANCE OF 49.01 FEET;

THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVE TO THE LEFT HAVING A BACK TANGENT BEARING OF NORTH 01°20'37" EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°31'09", AN ARC DISTANCE OF 39.50 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 63.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°28'51", AN ARC DISTANCE OF 39.04 FEET TO A POINT ON THE WEST MARGIN LINE OF ORCHARD STREET WEST;

THENCE SOUTH 01°20'37" WEST, ALONG SAID WEST MARGIN LINE, A DISTANCE OF 438.67 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 825.00 FEET WEST AND 1,073.60 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;

THENCE NORTH 253.97 FEET;

THENCE WEST 165 FEET;

THENCE SOUTH 252.69 FEET;

THENCE EAST 165 FEET, TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 15 FEET THEREOF.

SITUATE IN THE CITY OF UNIVERSITY PLACE, COUNTY OF PIERCE, STATE OF WASHINGTON.

OFFSITE STORM MANAGEMENT EASEMENT DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION POINT OF THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH A LINE PARALLEL WITH AND 935.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°10'32" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 59.00 FEET;

THENCE NORTH 00°49'28" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 53.00 FEET;

THENCE SOUTH 00°49'28" WEST, A DISTANCE OF 50.00 FEET TO THE SAID SOUTH LINE;

THENCE SOUTH 89°10'32" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 271.76 FEET;

THENCE NORTH 01°20'37" EAST, A DISTANCE OF 297.88 FEET;

THENCE NORTH 89°12'45" WEST, A DISTANCE OF 202.89 FEET;

THENCE NORTH 01°20'37" EAST, A DISTANCE OF 98.14 FEET TO A NON TANGENT POINT OF CURVATURE;

THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A BACK TANGENT BEARING OF NORTH 61°21'11" EAST, A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 55°50'43", AN ARC LENGTH OF 34.11 FEET;

THENCE SOUTH 69°26'40" WEST, A DISTANCE OF 158.99 FEET TO A LINE PARALLEL TO AND 935.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 01°26'32" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 337.04 FEET TO THE POINT OF BEGINNING.

EASEMENT PROVISIONS

1. AN EASEMENT, WITHIN THE BOUNDARIES OF THIS SUBDIVISION IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, POWER DIVISION, TO ANY POWER COMPANY, ANY WATER COMPANY AND TELEPHONE COMPANY, ANY GAS COMPANY, ANY CABLE TELEVISION COMPANY, U.S. POSTAL SERVICE, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE FRONT 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC ROAD FRONTAGE OF ALL LOTS AND TRACTS IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOT AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.
2. A STORM MANAGEMENT EASEMENT WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND THE KNOLLS AT UNIVERSITY PLACE PHASE 2 (SEE DESCRIPTION HEREIN) IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF UNIVERSITY PLACE, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, TOGETHER WITH ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND ITS CONTRACTORS, A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED 24-HOUR-A-DAY ACCESS FOR THE INSPECTION AND EMERGENCY MAINTENANCE AND/OR EMERGENCY REPAIR OF STORM MANAGEMENT FACILITIES, AS NOW PLANNED AND AS LATER ALTERED.
3. A PUBLIC PEDESTRIAN ACCESS EASEMENT IS CONTAINED IN TRACT 'A' FOR PURPOSE OF ACCESS TO PUBLIC TRAILS AS THEY MAY EXIST WITHIN TRACT 'A' ONLY.

SANITARY SEWER NOTES

1. ALL LOTS WITHIN THIS PLAT ARE SERVED BY PIERCE COUNTY'S PUBLIC SANITARY SEWER SYSTEM.
2. EACH LOT OF THIS PLAT SHALL BE SERVED BY AN INDIVIDUAL SIDE SEWER STUB UNLESS OTHERWISE APPROVED BY PIERCE COUNTY.
3. ALL IMPROVEMENTS AND/OR REPAIRS TO THE INDIVIDUAL BUILDING SEWERS SHALL BE MADE BY A REGISTERED SEWER CONTRACTOR IN ACCORDANCE WITH THE LATEST ADOPTED PIERCE COUNTY SEWER CODE (PCC TITLE 13).
4. PIERCE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTORS, ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIR OF SANITARY SEWER PIPES, MANHOLES, AND OTHER SANITARY SEWER STRUCTURES OVER, AND ACROSS THE EASEMENTS AND PRIVATE ROADS SHOWN ON THE FACE OF THE PLAT.
5. SANITARY SEWER SERVICE CHARGES, PERMIT FEES, AND CONNECTION CHARGES SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED PIERCE COUNTY SEWER CODE (PCC TITLE 13).
6. PIERCE COUNTY WILL NOT PROVIDE A COMMITMENT, OR GUARANTEE, OF SANITARY SEWER AVAILABILITY FOR THE REAL PROPERTY DESCRIBED ON THE FACE OF THIS PLAT UNTIL PAYMENT OF THE REQUIRED CONNECTION CHARGES HAVE BEEN RECEIVED BY THE COUNTY.
7. APPROVAL OF THIS PLAT DOES NOT CONVEY ANY VESTED RIGHTS OR ANY EXCLUSIVE PRIVILEGES RELATED TO SANITARY SEWER SERVICE. IT DOES NOT AUTHORIZE ANY SEWER CONSTRUCTION, IT DOES NOT ELIMINATE THE NEED TO COMPLY WITH THE MOST CURRENT COUNTY, STATE, FEDERAL OR LOCAL STANDARDS OR REGULATIONS OR THE NEED TO OBTAIN ALL NECESSARY SEWER PERMITS.
8. THE PUBLIC SANITARY SEWER EASEMENT SHOWN ON THIS PLAT IS RECORDED UNDER APN 20151110-0584.
9. A SEWER PUMP STATION IS LOCATED ON TRACT E AND OWNERSHIP OF THAT TRACT IS TRANSFER TO PIERCE COUNTY IN THIS PLAT. SEE THE DEDICATION SECTION ON SHEET 1.

PLAT NOTES

1. ANY AND ALL FENCING PLACED AND/OR LOCATED IN CITY OF UNIVERSITY PLACE RIGHTS OF WAY SHALL BE MAINTAINED BY THE KNOLLS HOA.
2. TRACT 'A' IS RESERVED FOR OPEN SPACE, STORMWATER MANAGEMENT PURPOSES AND AS TRAIL CORRIDOR AND CONNECTION TO 52ND STREET WEST.
3. TRACTS 'B' & 'C' ARE EACH RESERVED FOR OPEN SPACE.
4. NO DIRECT LOT ACCESS SHALL BE ALLOWED TO ORCHARD STREET WEST.
5. TRACT DESIGNATION:
 - TRACT 'A' = OPEN SPACE & STORM MANAGEMENT
 - TRACT 'B' = OPEN SPACE
 - TRACT 'C' = OPEN SPACE
 - TRACT 'D' = 15' LANDSCAPE & UTILITY TRACT
 - TRACT 'E' = PIERCE COUNTY SANITARY SEWER PUMP STATION TRACT
6. THE OPEN SPACE AMENITIES FOR THE SUBDIVISION THAT ARE APPROVED BY THE CITY SHALL BE INSTALLED OR BONDED PRIOR TO FINAL PLAT APPROVAL. THESE IMPROVEMENTS MAY INCLUDE PARK BENCHES, PLAY EQUIPMENT, OR ANY OTHER FEATURES AGREED UPON BY THE APPLICANT AND THE CITY. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY RECREATION EQUIPMENT AND LANDSCAPING AND SHALL ASSUME RESPONSIBILITY FOR ANY LIABILITY.
7. RESIDENCES LOCATED ON AND SERVED BY 49 FOOT WIDE (28 FOOT WIDE PAVEMENT SECTION) STREETS (51ST AVENUE COURT WEST, 52ND AVENUE COURT WEST, 54TH AVENUE COURT WEST, 48TH STREET WEST, AND 49TH STREET COURT WEST) SHALL BE FITTED WITH RESIDENTIAL NFPA 130 FIRE SUPPRESSION SPRINKLER SYSTEMS AS DIRECTED BY THE CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL.
8. RESIDENTIAL DWELLINGS LOCATED ON AND SERVED BY 49 FOOT WIDE (28 FOOT WIDE PAVEMENT SECTION) STREETS (51ST AVENUE COURT WEST, 52ND AVENUE COURT WEST, 54TH AVENUE COURT WEST, 48TH STREET WEST, AND 49TH STREET COURT WEST) SHALL HAVE THEIR DRIVEWAYS LOCATED SO THAT THEIR APRONS ARE OFFSET TO PROVIDE STAGGERED PARKING ON EACH SIDE OF THE STREET. DRIVEWAYS SHALL NOT BE LOCATED DIRECTLY ACROSS FROM EACH OTHER ON THESE REDUCED WIDTH STREETS.
9. ANY REDUCED SETBACK REQUIREMENTS AUTHORIZED BY THE EXAMINER SHALL BE CONSISTENT WITH THESE SHOWN ON THE APPROVED PRELIMINARY PLAT/PDD OF ORCHARD RIDGE.
10. IT IS THE RESPONSIBILITY OF THE KNOLLS AT UNIVERSITY PLACE (PHASE 1 & 2) HOMEOWNERS ASSOCIATION TO MAINTAIN, REPAIR, REPLACE AS NECESSARY, THE PLANTER STRIPS WITHIN THE CITY OF UNIVERSITY PLACE RIGHTS OF WAY INTERNAL TO THE PLATS.
11. IT IS THE RESPONSIBILITY OF THE KNOLLS AT UNIVERSITY PLACE (PHASE 1 & 2) HOMEOWNERS ASSOCIATION TO MAINTAIN, REPAIR, REPLACE AS NECESSARY, THE STORM DRAINAGE FACILITIES LOCATED ON TRACT 'A'.

APPLICATION NO. FPL 16-0002



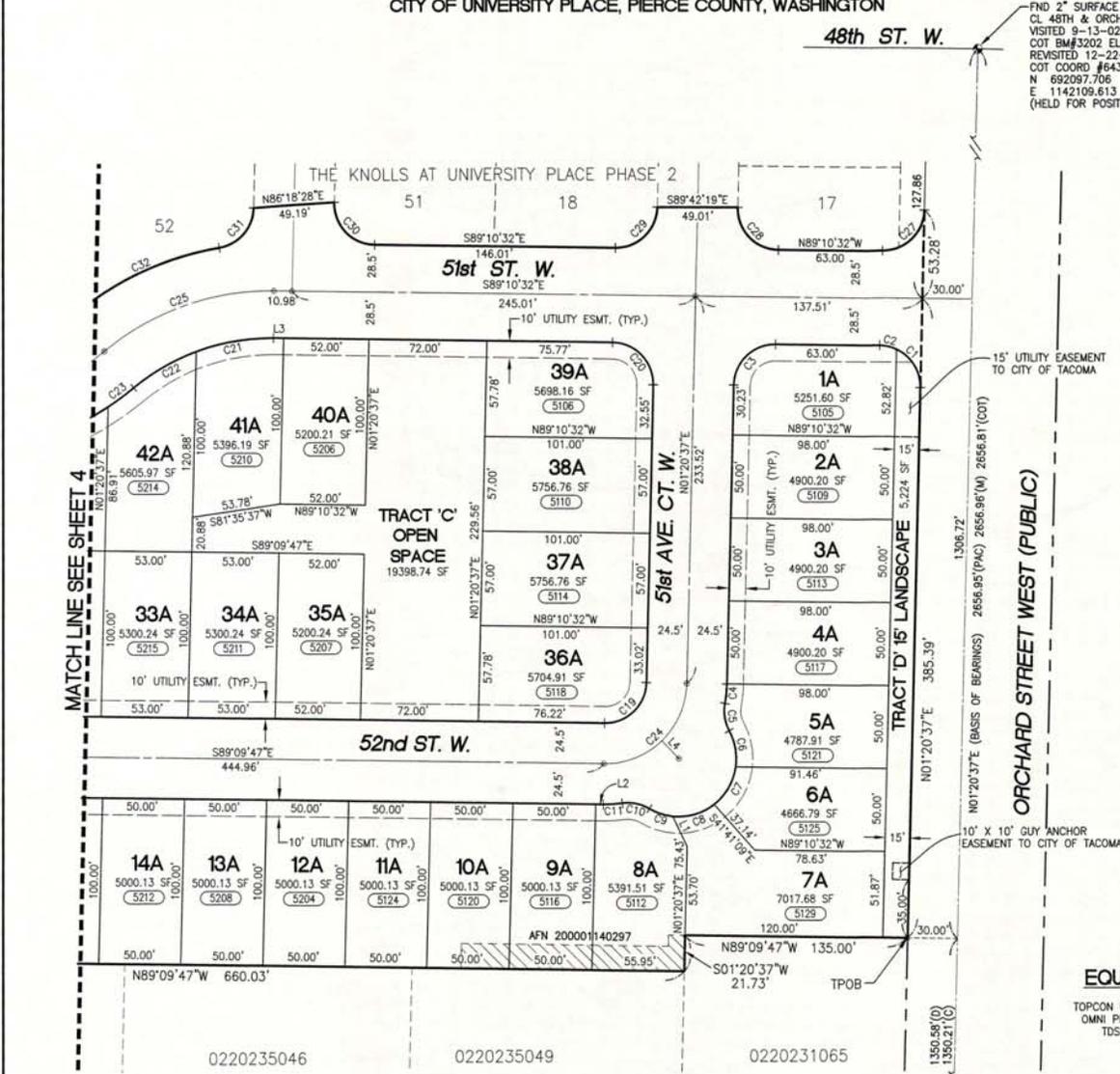
BASELINE ENGINEERING, INC.
Land Development Professional Services
 (253)565-4491 • Seattle (206)244-1205 • FAX (253)565-8563
 Land Planning & Use • Engineering • Surveying
 1910-64th Avenue West • Tacoma, WA 98466

DRAWN BY	JH/DP	DATE	4/26/16	SUB NO.	12-102.1
CHECKED BY	TCF	SCALE	N/A	SHEET	2 OF 4

THE KNOLLS AT UNIVERSITY PLACE PHASE 1

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

FOUND 2" SURFACE BRASS DISK W/X IN CONC CL 48TH & ORCHARD STAMPED T.P.W.D. VISITED 9-13-02 REVISITED 12-16-04 ALSO COT BM#5202 ELEV=296.83 (HELD) REVISITED 12-22-05 COT COORD #643 N 692097.706 E 1142109.613 (HELD FOR POSITION)



MATCH LINE SEE SHEET 4

15' UTILITY EASEMENT TO CITY OF TACOMA

TRACT 'D' 15' LANDSCAPE 2656.95' (PAC) 2656.81' (COT)

ORCHARD STREET WEST (PUBLIC)

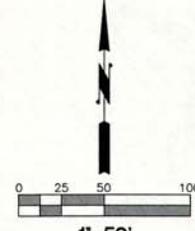
EQUIPMENT USED
TOPCON GTS - 3C (TOTAL STATION)
OMNI PRISM W/ -30mm OFFSET
TDS-48 DATA COLLECTOR

0220235046 0220235049 0220231065



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	66°25'19"	25.00	28.98
C2	24°05'50"	25.00	10.51
C3	89°28'51"	25.00	39.04
C4	09°08'56"	74.00	11.82
C5	38°56'12"	25.00	16.99
C6	37°02'02"	35.00	22.62
C7	43°31'28"	35.00	26.59
C8	44°02'52"	35.00	26.91
C9	24°49'08"	35.00	15.16
C10	38°56'12"	25.00	16.99
C11	08°58'15"	74.00	11.59
C12	89°29'36"	25.00	39.05
C13	90°00'00"	25.00	39.27
C14	90°30'24"	25.00	39.49
C15	89°29'36"	25.00	39.05
C16	28°40'51"	188.50	94.36
C17	84°03'35"	25.00	36.68
C18	90°30'24"	25.00	39.49
C19	89°29'36"	25.00	39.05
C20	90°31'09"	25.00	39.50
C21	20°52'25"	131.50	47.91
C22	19°09'48"	131.50	43.98
C23	05°56'06"	188.50	19.53
C24	89°29'36"	49.50	77.32
C25	40°02'13"	160.00	111.80
C26	40°02'14"	160.00	111.81
C27	89°28'51"	25.00	39.04
C28	90°31'09"	25.00	39.50
C29	89°28'51"	25.00	39.04
C30	90°31'09"	25.00	39.50
C31	79°12'39"	25.00	34.56
C32	29°46'01"	188.50	97.93
C33	28°34'55"	131.50	65.60
C34	101°58'27"	25.00	44.49

56th ST. W.
FOUND 3" SURFACE BRASS DISK W/X 20' EAST OF INT-X OF ORCHARD STREET & 56TH STREET W. ON 1-9-06 COT COORD #647 N 699441.631 E 1142047.316 (HELD FOR LINE)



LINE TABLE		
LINE	LENGTH	BEARING
L1	19.98	N25°30'51"W
L2	4.59	S89°09'47"E
L3	6.23	N89°10'32"W
L4	15.00	S43°55'43"E

LEGEND
FOUND MONUMENT AS NOTED
STANDARD CONCRETE MONUMENT WITH BRASS DISC SET
LOT ADDRESS
FOUND REBAR & CAP AS NOTED
PRIVATE SANITARY SEWER EASEMENT

APPLICATION NO. FPL 16-0002

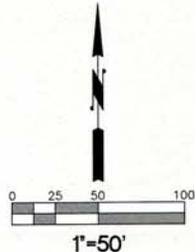
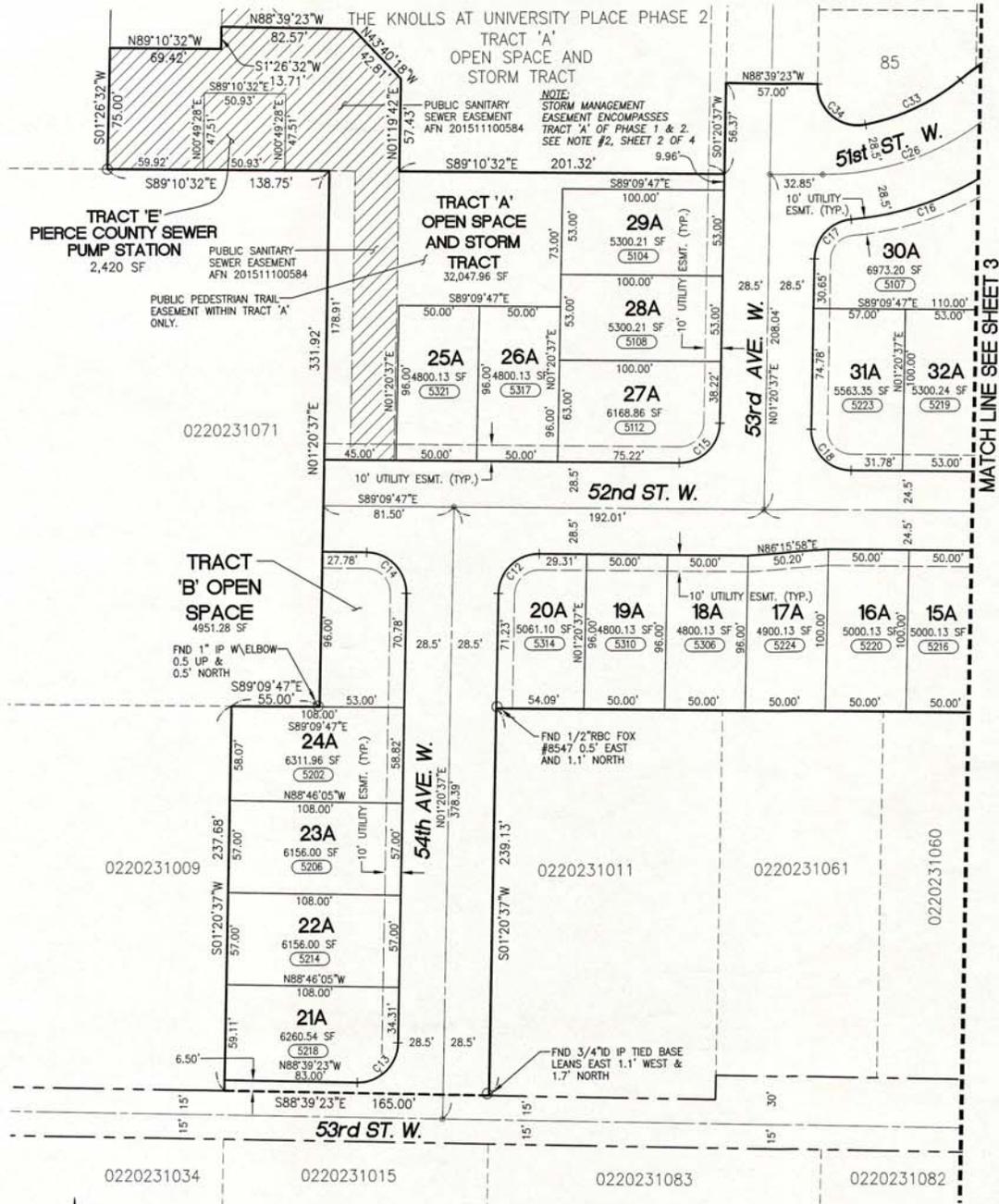


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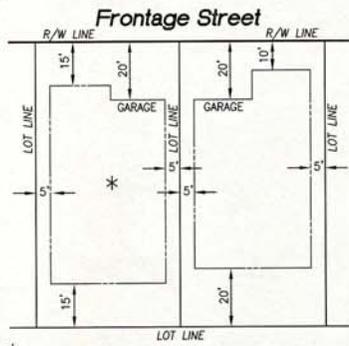
DRAWN BY: JH/DP DATE: 4/27/16 JOB NO.: 12-102.1
CHECKED BY: TCF SCALE: 1" = 50' SHEET: 3 OF 4

THE KNOLLS AT UNIVERSITY PLACE PHASE 1

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON



BASIS OF BEARINGS
WA. STATE PLANE COORDINATE SYSTEM, NAD83-91, SOUTH ZONE, AS DEFINED BY THE CITY OF TACOMA DEPT. OF PUBLIC WORKS PUBLISHED COORDINATES FOR MONUMENTS ALONG ORCHARD STREET AT SO. 48TH STREET AND AT SO. 56TH STREET BEARING=N01°20'37\"/>



BUILDING SETBACK DIAGRAM
NTS (SETBACKS AS AUTHORIZED BY EXAMINER)
* 25% OF THE LOTS SHALL HAVE FRONT & REAR YARD SETBACKS 5' VARIANCE FROM THE OTHERS. (NO MORE THAN TWO IN SUCCESSION).

- LEGEND**
- FOUND MONUMENT AS NOTED
 - STANDARD CONCRETE MONUMENT WITH BRASS DISC SET
 - LOT ADDRESS
 - FOUND REBAR & CAP AS NOTED
 - PUBLIC SANITARY SEWER EASEMENT

APPLICATION NO. FPL 16-0002



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DRAWN BY: JH/DP	DATE: 4/27/16	JOB NO: 12-102.1
CHECKED BY: TCF	SCALE: 1" = 50'	SHEET: 4 OF 4

25347 (201)

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

Proposed Council Action:

Approve the final plat of "The Knolls at University Place – Phase 2", formerly known as "Woodside Creek", a 123-Lot Subdivision containing 123 detached single-family dwellings located at 5020 South Orchard Street, and forward to the Mayor for signature.

Agenda No: 7C
Dept. Origin: Planning & Development Services
For Agenda of: May 16, 2016
Exhibits: Pages 1-5 of the Final Plat

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

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

UPMC Section 21.25.050 requires the City Council to approve a final plat in accordance with RCW 58.17. When the Planning and Development Services Director finds that the subdivision meets the criteria of UPMC Chapter 21.25, he or she shall recommend approval of the proposed final plat to City Council.

The Preliminary Plat/Planned Development District of "Woodside Creek" was approved on August 7, 2012. This subdivision was subsequently combined with the adjoining Orchard Ridge subdivision and renamed "The Knolls at University Place". Woodside Creek will become Phase 2 of The Knolls and Orchard Ridge will become Phase 1 of The Knolls. The applicant has been working since Preliminary Plat/PDD approval to comply with State law, City zoning and subdivision codes, and all conditions of preliminary approval. The applicant has either installed necessary utility and access infrastructure and landscaping – which have been inspected and approved – or submitted financial guarantees to the City for these improvements as required by all applicable regulations.

Staff finds that the final plat of "The Knolls at University Place – Phase 2" meets applicable State law, subdivision and zoning codes, and conditions of approval of the preliminary plat.

ALTERNATIVES CONSIDERED

Disapproval – All conditions of preliminary approval have been met, and staff knows of no reason to disapprove the action.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

MOVE TO: Approve the final plat of "The Knolls at University Place – Phase 2", formerly known as "Woodside Creek", a 123-Lot Subdivision containing 123 detached single-family dwellings located at 5020 South Orchard Street, and forward to the Mayor for signature.

THE KNOLLS AT UNIVERSITY PLACE PHASE 2

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL ROADS (NOT DESIGNATED AS PRIVATE) FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE ROADS;

ALL LOTS IN THE PLAT OF THE KNOLLS AT UNIVERSITY PLACE AND IN ANY FUTURE PHASES WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS 'A' AND 'B'.

[Signature] 4/27/16
DATE

DENOVA NORTHWEST LLC
BY: ITS MANAGER, CIVIC PROPERTY GROUP, INC.
BY: DAVID SANSON, PRESIDENT AND INCORPORATOR
OF CIVIC PROPERTY GROUP, INC.

ACKNOWLEDGED BY: [Signature] 4/28/16
DATE
U.S. BANK NATIONAL ASSOCIATION
d/b/o HOUSING CAPITAL COMPANY

ACKNOWLEDGMENTS

STATE OF CA)
) SS
COUNTY OF Contra Costa

THIS IS TO CERTIFY THAT ON THIS 27th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED David S. Sanson, THE MANAGER OF CIVIC PROPERTY GROUP, INC. TO ME KNOWN TO BE THE INDIVIDUAL WHO SIGNED THE FOREGOING DEDICATION AND ACKNOWLEDGED THAT HE DID SO AS HIS FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES STATED THEREIN, AND UNDER OATH, STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF SAID COMPANY.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

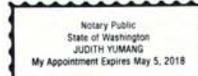


[Signature]
Notary Public in and for the State of Washington, Residing at Concord, CA
Printed Name Jessica Moraes
My commission expires 12/26/2019

STATE OF WA)
) SS
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 28th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED Judith Yumang, THE ASSISTANT MANAGER OF U.S. BANK NATIONAL ASSOCIATION TO ME KNOWN TO BE THE INDIVIDUAL WHO SIGNED THE FOREGOING DEDICATION AND ACKNOWLEDGED THAT HE DID SO AS HIS FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES STATED THEREIN, AND UNDER OATH, STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF SAID COMPANY.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



Judith Yumang
Notary Public in and for the State of Washington, Residing at King County
Printed Name Judith Yumang
My commission expires May 5, 2018

LAND SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT THIS PLAT IS BASED ON A TRUE AND ACCURATE SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY HEREON; THAT THE APPLICABLE MONUMENTS WILL BE SET OR BONDED WITH THE CITY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; AND THAT LOT CORNERS, OR APPROPRIATE OFFSETS THERETO, WILL BE SET, AND THAT I HAVE COMPLIED WITH CITY OF UNIVERSITY PLACE PLATTING REGULATIONS AND THE STATE OF WASHINGTON STATUTES GOVERNING SUBDIVISIONS AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

[Signature]
TERRELL C. FERGUSON, PLS
CERTIFICATE NO. 22856

CITY APPROVALS

ENGINEERING DEPARTMENT

EXAMINED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF UNIVERSITY PLACE FOR STREETS AND STORM DRAINAGE SYSTEMS.

[Signature] 5/11/16
CITY ENGINEER DATE

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED BY THE CITY OF UNIVERSITY PLACE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT AND THAT THE PLATTING FEE HAS BEEN PAID.

[Signature] 5/11/16
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT DIRECTOR DATE

CITY COUNCIL

EXAMINED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE.

MAYOR, CITY OF UNIVERSITY PLACE DATE

CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL

I HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED, SUBJECT TO COMPLIANCE WITH ALL CURRENT REQUIREMENTS OF THE CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL.

[Signature] 05/11/2016
CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL DATE

PIERCE COUNTY APPROVALS

ASSESSOR - TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

[Signature] 4-29-16
ASSESSOR - TREASURER DATE



PIERCE COUNTY PUBLIC WORKS - SEWER DIVISION

EXAMINED AND APPROVED WITH CONDITIONS (SEE SANITARY SEWER NOTES ON SHEET 2).

[Signature] 4/28/16
WASTEWATER UTILITY MANAGER DATE

HEALTH DEPARTMENT

WATER SUPPLY APPROVED

[Signature] 4-28-16
DEPARTMENTAL REPRESENTATIVE DATE

AUDITOR

FILED FOR RECORD AT THE REQUEST OF _____ THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS AT PAGES _____, RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

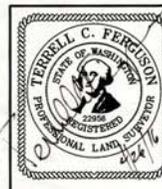
PIERCE COUNTY AUDITOR BY

RECORDING NUMBER _____

PROTECTIVE AND RESTRICTIVE COVENANTS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE KNOLLS AT UNIVERSITY PLACE PHASE 2 RECORDED UNDER RECORDING NUMBER: _____

APPLICATION NO. FPL 16-0003



BASELINE ENGINEERING, INC.
 Land Development Professional Services
 (253)565-4491 • Seattle (206)824-1205 • FAX (253)565-8563
 Land Planning & Use • Engineering • Surveying
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DRAWN BY	DATE	JOB NO.
JH/DP	4/26/16	12-102.1
CHECKED BY	SCALE	SHEET
TCF	N/A	1 OF 5

THE KNOLLS AT UNIVERSITY PLACE PHASE 2

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION - OVERALL

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, OF SAID SECTION 23;

THENCE SOUTH 01°20'37" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1306.72 FEET;

THENCE NORTH 89°09'47" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PROPERTY CONVEYED TO CHARLES W. MCPHAIL AND MARIAN M. MCPHAIL, HUSBAND AND WIFE, BY DEED RECORDED MARCH 26, 1963 UNDER AUDITOR'S NO. 2003165;

THENCE CONTINUE NORTH 89°09'47" WEST, A DISTANCE OF 135.00 FEET TO THE NORTHWEST CORNER OF SAID MCPHAIL PROPERTY;

THENCE SOUTH 01°20'37" WEST, ALONG THE WEST LINE OF SAID MCPHAIL PROPERTY, A DISTANCE OF 21.73 FEET TO THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°09'47" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 770.03 FEET TO A LINE PARALLEL WITH AND 935.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 01°20'37" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 331.92 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°10'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 138.75 FEET;

THENCE NORTH 01°26'32" EAST, A DISTANCE OF 995.68 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°12'45" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1072.08 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 30.00 FEET THEREOF FOR ORCHARD STREET.

LEGAL DESCRIPTION - PHASE 2

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE NORTH 89°12'45" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,072.08 FEET;

THENCE SOUTH 01°26'32" WEST, A DISTANCE OF 920.68 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 69.42 FEET;

THENCE NORTH 01°26'32" EAST, A DISTANCE OF 13.71 FEET;

THENCE SOUTH 88°39'23" EAST, A DISTANCE OF 82.57 FEET;

THENCE SOUTH 43°40'18" EAST, A DISTANCE OF 42.81 FEET;

THENCE SOUTH 01°19'42" WEST, A DISTANCE OF 57.43 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°10'32" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 201.32 FEET;

THENCE NORTH 01°20'37" EAST, A DISTANCE OF 56.37 FEET;

THENCE SOUTH 88°39'23" EAST, A DISTANCE OF 57.00 FEET;

THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A BACK TANGENT BEARING OF NORTH 01°20'37" EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 101°58'27", AN ARC DISTANCE OF 44.49 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A BACK TANGENT BEARING OF SOUTH 79°22'10" WEST, A RADIUS OF 131.50 FEET, A CENTRAL ANGLE OF 28°34'55", AN ARC DISTANCE OF 65.60 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A BACK TANGENT BEARING OF SOUTH 50°47'15" WEST, A RADIUS OF 188.50 FEET, A CENTRAL ANGLE OF 29°45'01", AN ARC DISTANCE OF 97.93 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A BACK TANGENT BEARING OF SOUTH 80°33'16" WEST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°12'39", AN ARC DISTANCE OF 34.56 FEET;

THENCE NORTH 86°18'28" EAST, A DISTANCE OF 49.19 FEET;

THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVE TO THE LEFT HAVING A BACK TANGENT BEARING OF NORTH 01°20'37" EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°31'09", AN ARC DISTANCE OF 39.50 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 146.01 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°28'51", AN ARC DISTANCE OF 39.04 FEET;

THENCE SOUTH 89°42'19" EAST, A DISTANCE OF 49.01 FEET;

THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVE TO THE LEFT HAVING A BACK TANGENT BEARING OF NORTH 01°20'37" EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°31'09", AN ARC DISTANCE OF 39.50 FEET;

THENCE SOUTH 89°10'32" EAST, A DISTANCE OF 63.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°28'51", AN ARC DISTANCE OF 39.04 FEET TO A POINT ON THE WEST MARGIN LINE OF ORCHARD STREET WEST;

THENCE SOUTH 88°39'23" EAST, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 01°20'37" EAST, ALONG SAID EAST LINE A DISTANCE OF 868.35 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 30.00 FEET THEREOF FOR ORCHARD STREET WEST.

EASEMENT PROVISIONS

1. AN EASEMENT, WITHIN THE BOUNDARIES OF THIS SUBDIVISION IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, POWER DIVISION, TO ANY POWER COMPANY, ANY WATER COMPANY AND TELEPHONE COMPANY, ANY GAS COMPANY, ANY CABLE TELEVISION COMPANY, U.S. POSTAL SERVICE, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE FRONT 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC ROAD FRONTAGE OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, REPAIR, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

AFTER COMPLETION OF ANY ALLOWED ACTIVITY WITHIN THE ABOVE MENTIONED EASEMENT, THE GROUND SURFACE WILL BE RESTORED TO THE CONDITION WHICH EXISTED BEFORE THE ALLOWED ACTIVITY TOOK PLACE.

2. A STORM MANAGEMENT EASEMENT WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND THE KNOLLS AT UNIVERSITY PLACE PHASE 1 (SEE DESCRIPTION HEREIN) IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF UNIVERSITY PLACE, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, TOGETHER WITH ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND ITS CONTRACTORS, A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED 24-HOUR-A-DAY ACCESS FOR THE INSPECTION AND EMERGENCY MAINTENANCE AND/OR EMERGENCY REPAIR OF STORM MANAGEMENT FACILITIES, AS NOW PLANNED AND AS LATER ALTERED.

3. A PUBLIC PEDESTRIAN ACCESS EASEMENT IS CONTAINED IN TRACT 'A' FOR PURPOSE OF ACCESS TO PUBLIC TRAILS AS THEY MAY EXIST WITHIN TRACT 'A' ONLY.

SANITARY SEWER NOTES

- ALL LOTS WITHIN THIS PLAT ARE SERVED BY PIERCE COUNTY'S PUBLIC SANITARY SEWER SYSTEM.
- EACH LOT OF THIS PLAT SHALL BE SERVED BY AN INDIVIDUAL SIDE SEWER STUB UNLESS OTHERWISE APPROVED BY PIERCE COUNTY.
- ALL IMPROVEMENTS AND/OR REPAIRS TO THE INDIVIDUAL BUILDING SEWERS SHALL BE MADE BY A REGISTERED SEWER CONTRACTOR IN ACCORDANCE WITH THE LATEST ADOPTED PIERCE COUNTY SEWER CODE (PCC TITLE 13).
- PIERCE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTORS, ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIR OF SANITARY SEWER PIPES, MANHOLES, AND OTHER SANITARY SEWER STRUCTURES OVER, AND ACROSS THE EASEMENTS AND PRIVATE ROADS SHOWN ON THE FACE OF THE PLAT.
- SANITARY SEWER SERVICE CHARGES, PERMIT FEES, AND CONNECTION CHARGES SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED PIERCE COUNTY SEWER CODE (PCC TITLE 13).
- PIERCE COUNTY WILL NOT PROVIDE A COMMITMENT, OR GUARANTEE, OF SANITARY SEWER AVAILABILITY FOR THE REAL PROPERTY DESCRIBED ON THE FACE OF THIS PLAT UNTIL PAYMENT OF THE REQUIRED CONNECTION CHARGES HAVE BEEN RECEIVED BY THE COUNTY.
- APPROVAL OF THIS PLAT DOES NOT CONVEY ANY VESTED RIGHTS OR ANY EXCLUSIVE PRIVILEGES RELATED TO SANITARY SEWER SERVICE. IT DOES NOT AUTHORIZE ANY SEWER CONSTRUCTION. IT DOES NOT ELIMINATE THE NEED TO COMPLY WITH THE MOST CURRENT COUNTY, STATE, FEDERAL OR LOCAL STANDARDS OR REGULATIONS OR THE NEED TO OBTAIN ALL NECESSARY SEWER PERMITS.
- THE PUBLIC SANITARY SEWER EASEMENT SHOWN ON THIS PLAT IS RECORDED UNDER AFN 20151110-0584.

PLAT NOTES

- ANY AND ALL FENCING PLACED AND/OR LOCATED IN CITY OF UNIVERSITY PLACE RIGHTS OF WAY SHALL BE MAINTAINED BY THE KNOLLS HOA.
- TRACT 'A' IS RESERVED FOR OPEN SPACE AND STORMWATER MANAGEMENT PURPOSES. TRACT 'A' ALSO ACCOMMODATES TRAILS TO CONNECT NORTH BOUNDARY TO PHASE 1.
- NO DIRECT LOT ACCESS SHALL BE ALLOWED TO ORCHARD STREET WEST.
- TRACT 'B' IS A 15' LANDSCAPE TRACT.
- THE OPEN SPACE AMENITIES FOR THE SUBDIVISION THAT ARE APPROVED BY THE CITY SHALL BE INSTALLED PRIOR TO FINAL PLAT APPROVAL. THESE IMPROVEMENTS MAY INCLUDE PARK BENCHES, PLAY EQUIPMENT, OR ANY OTHER FEATURES AGREED UPON BY THE APPLICANT AND THE CITY. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY RECREATION EQUIPMENT AND LANDSCAPING AND SHALL ASSUME RESPONSIBILITY FOR ANY LIABILITY.
- RESIDENCES LOCATED ON AND SERVED BY 49 FOOT WIDE (28 FOOT WIDE PAVEMENT SECTION) STREETS (51ST AVENUE COURT WEST, 52ND AVENUE COURT WEST, 54TH AVENUE COURT WEST, 48TH STREET WEST, AND 49TH STREET COURT WEST) SHALL BE FITTED WITH RESIDENTIAL NFPA 13D FIRE SUPPRESSION SPRINKLER SYSTEMS AS DIRECTED BY THE CITY OF UNIVERSITY PLACE FIRE CODE OFFICIAL.
- RESIDENTIAL DWELLINGS LOCATED ON AND SERVED BY 49 FOOT WIDE (28 FOOT WIDE PAVEMENT SECTION) STREETS (51ST AVENUE COURT WEST, 52ND AVENUE COURT WEST, 54TH AVENUE COURT WEST, 48TH STREET WEST, AND 49TH STREET COURT WEST) SHALL HAVE THEIR DRIVEWAYS LOCATED SO THAT THEIR APRONS ARE OFFSET TO PROVIDE STAGGERED PARKING ON EACH SIDE OF THE STREET. DRIVEWAYS SHALL NOT BE LOCATED DIRECTLY ACROSS FROM EACH OTHER ON THESE REDUCED WIDTH STREETS.
- IT IS THE RESPONSIBILITY OF THE KNOLLS AT UNIVERSITY PLACE (PHASE 1 & 2) HOMEOWNERS ASSOCIATION TO MAINTAIN, REPAIR, REPLACE AS NECESSARY, THE PLANTER STRIPS WITHIN THE CITY OF UNIVERSITY PLACE RIGHTS OF WAY INTERNAL TO THE PLATS.
- IT IS THE RESPONSIBILITY OF THE KNOLLS AT UNIVERSITY PLACE (PHASE 1 & 2) HOMEOWNERS ASSOCIATION TO MAINTAIN, REPAIR, REPLACE AS NECESSARY, THE STORM DRAINAGE FACILITIES LOCATED ON TRACT 'A'.

APPLICATION NO. FPL 16-0003



BASELINE ENGINEERING, INC.
Land Development Professional Services
 (253)565-4491 • Seattle (208)824-1205 • FAX (253)565-8563
 Land Planning & Use • Engineering • Surveying
 1910-64th Avenue West • Tacoma, WA 98466

DRAWN BY	JH/DP	DATE	4/26/16	JOB NO.	12-102.1
CHECKED BY	TCF	SCALE	N/A	SHEET	2 OF 5

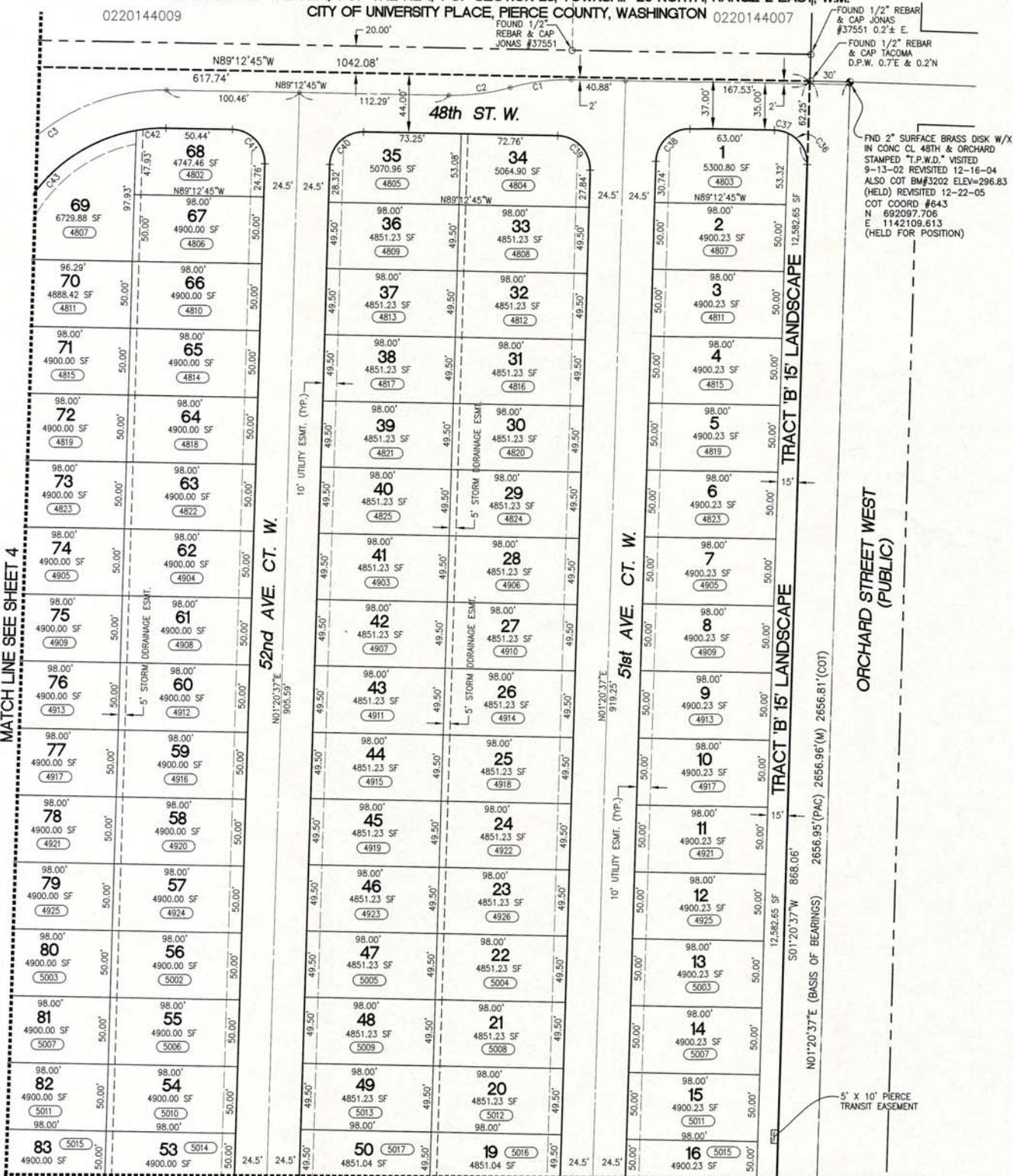
2016-04-26

THE KNOLLS AT UNIVERSITY PLACE PHASE 2

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON 0220144007

0220144009

FOUND 1/2" REBAR & CAP JONAS #37551 0.2' ± E.
FOUND 1/2" REBAR & CAP TACOMA D.P.W. 0.7'E & 0.2'N



FND 2" SURFACE BRASS DISK W/ X IN CONC CL. 48TH & ORCHARD STAMPED "P.W.D." VISITED 9-13-02 REVISITED 12-16-04 ALSO COT BM#3202 ELEV=296.83 (HOLD) REVISITED 12-22-05 COT COORD #643 N 692097.706 E 1142109.613 (HOLD FOR POSITION)

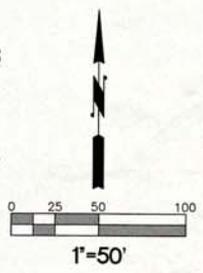
MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 5

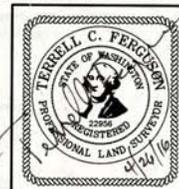
- LEGEND**
- FOUND MONUMENT AS NOTED
 - STANDARD CONCRETE MONUMENT WITH BRASS DISC SET
 - LOT ADDRESS
 - FOUND REBAR & CAP AS NOTED
 - PUBLIC SANITARY SEWER EASEMENT

BASIS OF BEARINGS

WA. STATE PLANE COORDINATE SYSTEM, NAD83-91, SOUTH ZONE, AS DEFINED BY THE CITY OF TACOMA DEPT. OF PUBLIC WORKS PUBLISHED COORDINATES FOR MONUMENTS ALONG ORCHARD STREET AT SO. 48TH STREET AND AT SO. 56TH STREET BEARING=N01°20'37"E



APPLICATION NO. FPL 16-0003



EQUIPMENT USED

TOPCON GTS - 3C (TOTAL STATION)
OMNI PRISM W/ -30mm OFFSET
TDS-48 DATA COLLECTOR

BASELINE ENGINEERING, INC.

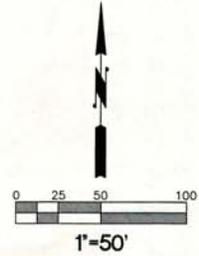
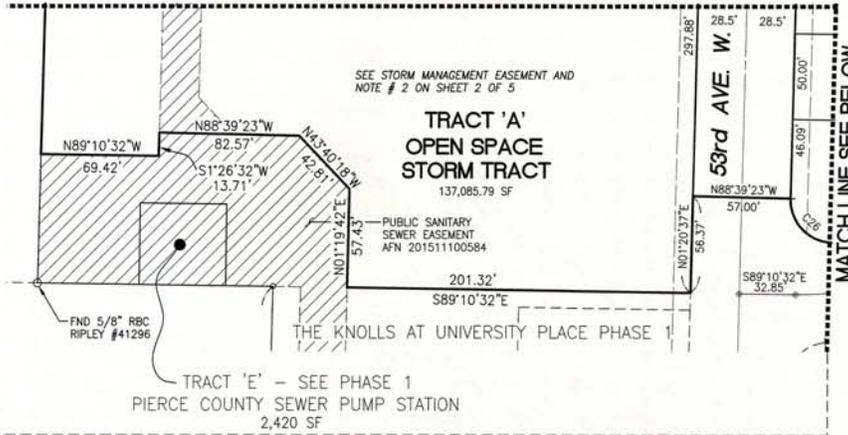
Land Development Professional Services
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Land Planning & Use • Engineering • Surveying
1910-64th Avenue West • Tacoma, WA 98466

DRAWN BY	JH/DP	DATE	4/26/16	JOB NO.	12-102.1
CHECKED BY	TCF	SCALE	1" = 50'	SHEET	3 OF 5

THE KNOLLS AT UNIVERSITY PLACE PHASE 2

A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

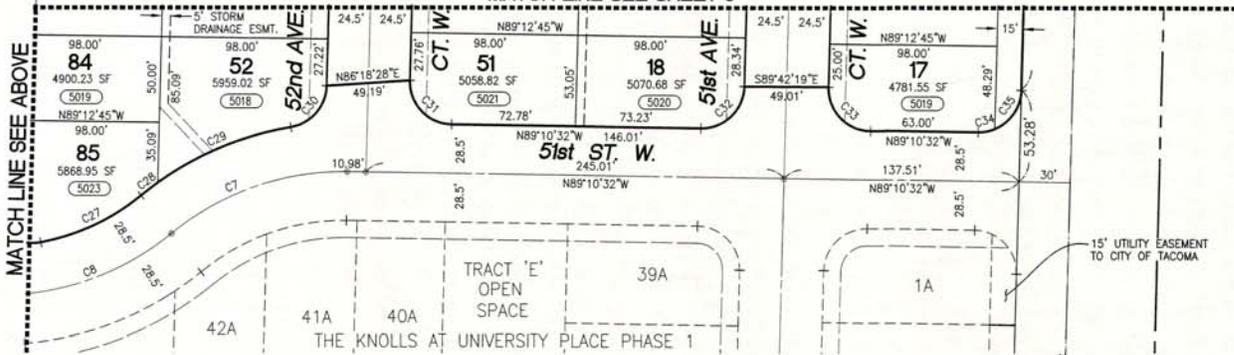
MATCH LINE SEE SHEET 4



BASIS OF BEARINGS

WA. STATE PLANE COORDINATE SYSTEM, NAD83-91, SOUTH ZONE, AS DEFINED BY THE CITY OF TACOMA DEPT. OF PUBLIC WORKS PUBLISHED COORDINATES FOR MONUMENTS ALONG ORCHARD STREET AT SO. 48TH STREET AND AT SO. 56TH STREET BEARING=N01°20'37\"/>

MATCH LINE SEE SHEET 3



OFFSITE STORM MANAGEMENT EASEMENT DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION POINT OF THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH A LINE PARALLEL WITH AND 935.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;
 THENCE SOUTH 89°10'32\"/>

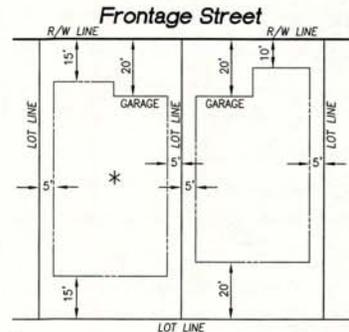
56th ST. W.

FOUND 3\"/>



LEGEND

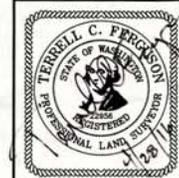
- FOUND MONUMENT AS NOTED
- STANDARD CONCRETE MONUMENT WITH BRASS DISC SET
- LOT ADDRESS
- FOUND REBAR & CAP AS NOTED
- PUBLIC SANITARY SEWER EASEMENT



* 25% OF THE LOTS SHALL HAVE FRONT & REAR YARD SETBACKS 5' VARIANCE FROM THE OTHERS. (NO MORE THAN TWO IN SUCCESSION).

BUILDING SETBACK DIAGRAM
NTS

APPLICATION NO. FPL 16-0003



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DRAWN BY JH/DP DATE 4/26/16 JOB NO. 12-102.1
 CHECKED BY TCF SCALE 1\"/>

COUNCIL CONSIDERATION

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

Proposed Council Action:

Pass an Ordinance granting a 20-year Non-exclusive Sewer Franchise Agreement to Pierce County substantially in the form attached hereto; dedicating all sewer franchise fees to the Street Fund, and setting an effective date.

Agenda No: 8

Dept. Origin: City Attorney

For Agenda of: May 16, 2016

Exhibits: Ordinance
Sewer Franchise Agreement

Concurred by Mayor: _____

Approved by City Manager: _____

Approved as to Form by City Atty.: _____

Approved by Finance Director: _____

Approved by Dept. Head: _____

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

The City of University Place (the "City") has authority to grant franchises for the use of its public streets and other public properties. Pierce County (the "County"), through its Department of Public Works and Utilities owns, operates and maintains a sanitary sewer system, which includes a wastewater treatment plant, throughout portions of Pierce County, as well as within the City.

The County and the City have negotiated the contractual requirements contained within the franchise and desire to enter into a franchise agreement substantially as set forth in the attached Sewer Franchise Agreement to install, operate and maintain the County's system of sewerage in the public rights-of-way of the City. The City will dedicate all franchise fees received from the County in connection with the attached Sewer Franchise Agreement to the City's Street Fund.

RECOMMENDATION / MOTION

MOVE TO: Pass an Ordinance granting a 20-year Nonexclusive Sewer Franchise Agreement to Pierce County substantially in the form attached hereto; dedicating all sewer franchise fees to the Street Fund, and setting an effective date.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, GRANTING TO PIERCE COUNTY THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TWENTY YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A SANITARY SEWER SYSTEM IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY; AGREEING NOT TO ESTABLISH A CITY-OWNED SEWER UTILITY IN COMPETITION WITH PIERCE COUNTY SUBJECT TO MONTHLY COMPENSATION; DEDICATING FRANCHISE FEES TO THE STREET FUND; AND SETTING AN EFFECTIVE DATE

WHEREAS, the City of University Place (the "City") has authority to grant franchises for the use of its public streets and other public properties pursuant to Chapter 35A.47.040 RCW; and

WHEREAS, Pierce County, a political subdivision of the State of Washington (the "County"), through its Department of Public Works and Utilities owns, operates and maintains a sanitary sewer system, which includes a wastewater treatment plant, throughout portions of Pierce County, as well as within the City, pursuant to Chapter 36.94 RCW; and

WHEREAS, the County provides sewer service in the City; and

WHEREAS, the County and the City have negotiated the contractual requirements contained within the franchise and desire to enter into a franchise agreement substantially as set forth in the attached Sewer Franchise Agreement to install, operate and maintain the County's system of sewerage in the public rights-of-way of the City; and

WHEREAS, the City will dedicate all franchise fees received from the County in connection with the attached Sewer Franchise Agreement to the Street Fund;

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

Section 1. Granting a Sewer Franchise to Pierce County. Pierce County is hereby granted a franchise to construct, operate, maintain, remove, replace and repair all necessary facilities for a sanitary sewer system in, under, on, across, over, through, along or below the public rights-of-way located in the City, as approved under City permits issued pursuant to applicable City codes and regulations, as set forth in the Sewer Franchise Agreement between the City of University Place and Pierce County, substantially in the form attached hereto and incorporated herein by reference.

Section 2. Dedication of Fees. The City Council hereby dedicates all franchise fees received from the County in connection with the attached Sewer Franchise Agreement to the Street Fund.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

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 documents attached, and the terms of the Franchise Agreement.

Section 5. Publication and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED BY THE CITY COUNCIL ON MAY 16, 2016.

Javier H. Figueroa, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

Published: xx/xx/xx
Effective Date: xx/xx/xx

**SEWER FRANCHISE AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE**

WHEREAS, the City of University Place (the "City") has authority to grant franchises for the use of its public streets and other public properties pursuant to Chapter 35A.47.040 RCW; and

WHEREAS, Pierce County, a political subdivision of the State of Washington (the "County"), through its Department of Public Works and Utilities owns, operates and maintains a sanitary sewer system, which includes a wastewater treatment plant, throughout portions of Pierce County, as well as within the City, pursuant to Chapter 36.94 RCW; and

WHEREAS, the County provides sewer service in the City; and

WHEREAS, the County and the City have negotiated the contractual requirements contained within the franchise and desire to enter into a franchise agreement substantially as set forth in the attached Sewer Franchise Agreement to install, operate and maintain the County's system of sewerage in the public rights-of-way of the City; now therefore, the County and the City agree as follows:

This franchise grants to the County the right, privilege and authority to construct, operate, maintain, remove, replace and repair all necessary facilities for a sanitary sewer system in, under, on, across, over, through, along or below the public rights-of-way located in the City, as approved under City permits issued pursuant to applicable City codes and regulations. Public "rights-of-way" means all public streets, roads, alleys, highways, and easements of the City as now or hereafter laid out, platted, dedicated or improved. Whenever the City vacates a public right-of-way in which County facilities are located, the City shall reserve to the County an easement for access to its facility for operation, maintenance, repair, and replacement, which said width thereof shall be in accordance with County standards as subject to and limited by the boundaries of the right-of-way being vacated.

1. Non-Exclusive Franchise.

This franchise is non-exclusive, and the City reserves the right to grant other or further franchises in, along, over, through, under, below or across any of its public rights-of-way. This franchise shall in no way prevent or prohibit the City from using any of its public rights-of-way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement and dedication of same, including the dedication, establishment, maintenance and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description.

2. Cooperative Administration.

The County and the City each recognize its respective obligation to plan in accordance with the laws of the State. In furtherance of that obligation, the County will prepare its Unified Sewer Plan pursuant to RCW Chapter 36.94, both substantively and procedurally, so that it is compatible with City planning documents and the planning documents of other jurisdictions that are served by the County's sewerage system. To assure such compatibility, the County will solicit input from the City with regard to County's sewerage planning activities early in the planning process, so that City comments may be considered by the County and, if appropriate, incorporated into the Unified Sewer Plan. To facilitate the County's efforts to comply with Growth Management Act requirements to provide urban government services in urban growth areas, the City will supply the County with requested information in a timely manner.

3. Relocation of Sanitary Sewer System Facilities.

3.1 As consideration for the County's agreement to pay to the City the monthly compensation stated in Section 12, the City shall fully reimburse the County for all costs and expenses to protect, support, temporarily disconnect, relocate, adjust or remove from any public right-of-way within the City's corporate limits as it exists now or in the future, any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change

or establishment of street grade, or the construction within the right-of-way by the City of any public works project provided that, with City approval, the County may temporarily bypass, in the authorized portion of the same street, any section or portion of its sanitary sewer system required to be temporarily disconnected or removed. The County shall invoice the City for such costs and expenses each calendar month and the City shall pay such costs and expenses within thirty (30) days from the billing date, after which time the payment of such respective costs and expenses shall be delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

3.2 Any condition or requirement imposed by the City upon any person or entity which reasonably necessitates the relocation of the County's facilities within the franchise area shall be subject to full reimbursement to the County for all costs and expenses for such utility relocation and the County's right to establish terms for such utility relocation with such person or entity; provided, such arrangements do not unduly delay a City construction project. The County shall invoice the person or entity for such costs and expenses each calendar month and the person or entity shall pay such costs and expenses within thirty (30) days from the billing date, after which time the payment of such respective costs and expenses shall be delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

3.3 Except as stated in section 3.5 herein, if the City determines that a project necessitates the relocation of County facilities, the City shall:

A. At least ninety (90) days before commencement of the improvement project, provide the County with written notice requiring a utility relocation; provided that the City shall notify the County of a relocation required by a City capital improvement project as soon as the City, acting with reasonable diligence, learns that relocation of utilities are required; and

B. Provide the County with copies of pertinent portions of thirty percent (30%) plans for such improvement project and a proposed location for County facilities so that the County may relocate its facilities in other City rights-of-way in order to accommodate such improvement project; and

C. The City and County shall work cooperatively during the design process to resolve conflict issues between existing City/County facilities; and

D. After receipt of such notice and such plans, and unless the City agrees that the relocation should occur in conjunction with the City's project, the County shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project. Relocation shall be accomplished in such a manner as to accommodate the City's project. The County shall not be considered in breach of this Section if the City fails to give the required notice or if it is delayed by the time required:

(i) to comply with state bid law requirements for contracting out any of the relocation work and the County has diligently pursued the award of the necessary contract; or

(ii) to obtain or comply with any permits necessitated by environmental or endangered species requirements; or

(iii) to obtain sole source materials necessary for the relocation work.

3.4 The County may submit to the City written alternatives to any requested relocation, to which the City shall give full and fair consideration. The County shall submit additional information requested by the City in a timely manner as necessary to aid the City's evaluation. The City shall advise the County in writing if one or more of the alternatives is acceptable. If the City determines that no other reasonable or feasible alternative exists, the County shall relocate its facilities as otherwise provided in this Agreement.

3.5 Where the City has relied upon the as-built maps, plans, and/or the best available information submitted by the County to determine that the County's pipe and/or facilities (live/or abandoned) will not be affected by a proposed City improvement project, and subsequently during the construction of the City improvement project, the City finds that the County's pipe and/or facilities are in the construction area, the City shall notify the County, and the County shall expeditiously remove and relocate its facilities.

3.6 The County may establish terms for any utility relocation that is requested by a third party if the utility is not being relocated at the direction of the City; provided such arrangements do not unduly delay a City construction project or unduly impact sewer services.

4. Maps and Records.

After construction of new facilities in the City rights-of-way, the County shall provide to the City, upon request and at no cost, a copy of all as-built plans, maps, and records detailing the location and condition of its facilities within the public rights-of-way and public places.

5. Abandonment of Sanitary Sewer Pipe, Manholes and System Facilities.

The County shall not abandon in place any County property located in any right-of-way without the written consent of the City, which shall not be unreasonably withheld; provided that the County must provide the City with (1) as-built drawings showing the location of the facilities to be abandoned; and (2) if the County property is composed in whole or in part of hazardous material (i.e. asbestos), the County shall provide the City with written documentation showing its plans for compliance with all applicable regulations pertaining to abandonment of said hazardous materials.

Unless the County has conveyed the abandoned property to the City, and the City accepts such conveyance, the County, when so directed by the City, shall, at the County's expense, remove abandoned County property located in the right-of-way composed in whole or in part of materials containing hazardous materials. In removing such material, the County shall conform to all local, state, and federal regulations applicable to such abatement and shall be responsible for all costs of remediation.

Whenever the direction to remove County facilities is associated with a City project, the parties shall comply with section 3 of this Agreement. The County shall comply expeditiously, subject to permitting requirements, engineering necessity, and laws governing public contracts. The parties working together shall develop a schedule for removal that is reasonable under the circumstances. If the County fails to comply with the agreed schedule, the City may, at the County's expense, remove the County's facilities.

6. Excavations.

All work performed by the County or its contractors shall be accomplished in a safe and workmanlike manner and in a manner that will minimize interference with traffic and the use of adjoining property. The County shall post and maintain proper barricades and comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Washington.

The County shall submit to the City's Director of Public Works or his/her designee ("Director") for review and approval the requested number of plan sets drawn to an accurate scale showing the location, character, position, dimension, depth, and height of the work to be done. The plans shall provide sufficient detail, as determined by the Director, with respect to the relative position and location of all pipes, conduits, mains, manholes, facilities, and appurtenances to be constructed, laid, relaid, installed, replaced, repaired, connected or disconnected, and the existing street, avenue, alley, highway, right-of-way or property line, including the local improvements therein.

Except as otherwise provided herein, the County shall apply for and secure all necessary City permit(s) to work in the public rights-of-way and, in addition, shall give the City at least five (5) working days' notice of its intent to commence work in the public rights-of-way.

If either party plans to excavate in the public rights-of-way, then upon a written request from the other, that party may share such excavation upon mutually agreed terms and conditions.

7. Restoration.

After completion of work in a public right-of-way, the County shall restore the surface of the right-of-way to the same condition as existed immediately prior to the work and to the standards established on the approved plans or permit conditions, whichever is greater; however, if such work is to be followed by a City capital improvement project, then the City shall be responsible for any restoration work. The City's Public Works Director shall have final approval of the condition of such streets and public places after restoration, and such approval will not be unreasonably withheld. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. The County shall complete all restoration work promptly and shall promptly repair any damage caused by such work.

8. Emergency Work (Permit Waiver).

Whenever a County facility located in a right-of-way endangers property, health or safety, the County shall immediately take proper emergency measures, without first obtaining a permit as required by this franchise. However, the County shall notify the City of the work no later than the next succeeding business day and apply for a right-of-way permit within forty-eight (48) hours.

9. Dangerous Conditions, Authority for City to Abate.

If work related to facilities authorized by this franchise endangers property or the public's health and safety, the Public Works Director may direct the County, at the County's own expense, to take appropriate protective action, including compliance within a prescribed time. Unless otherwise notified in writing by the County, the City shall notify the County as follows:

Contact Person: Pierce County Wastewater Utility Manager
Phone number: 253-798-4050
Cell/pager number: 253-377-8271

If the County does not comply with such directions, or if immediate action is required to protect property or the public's health and safety, the City may take reasonable emergency measures, and the County shall be liable to the City for the costs thereof.

10. Indemnification.

The County shall release, indemnify, and defend the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of the County, its agents, servants, officers, or employees, performed under authority of this franchise; provided, that for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, employees, and agents, the County's obligation shall be only to the extent of the County's negligence. This indemnification includes claims by the County's own employees for which the County might otherwise be immune under Title 51 RCW, and the County waives its immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The foregoing obligation and waiver shall also extend to any claims, costs, judgments, awards, fines or penalties or liability to any person for injury or death of any person or damage to property caused by or arising out of the County's abandonment or removal of hazardous material under section 5.

Inspection or acceptance by the City of any work performed by the County at the time of completion of construction shall not relieve the County of any of its obligations under this section.

If a court or other tribunal agreed upon by the parties determines that the County wrongfully refused the tender of defense in any suit or any claim made pursuant to this indemnification provision, the County shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

The City shall defend, indemnify, and hold the County harmless from and against any and all claims, suits, actions or liabilities (including litigation costs and attorney's fees) arising from the execution of this Agreement in any way related to the imposition of any fee, compensation or surcharge, the collection of any fee, compensation or surcharge from ratepayers, or the County's payment of any fee, compensation or surcharge to the City.

11. Insurance.

The County shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the County, its agents, representatives, or employees. The County shall provide an insurance endorsement, naming the City as an additional insured, to the City for its inspection prior to the adoption of this Franchise Agreement, and such endorsement shall evidence a policy of insurance that includes:

- A. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse, and underground (XCU); and employer's liability.

The County's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the County to coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The County may satisfy the requirements of this section by a self-insurance program or membership in an insurance pool providing coverage substantially the same as set forth above.

12. Agreement not to Compete (Non-Assumption) and Mutual Consideration.

12.1 During the term of this franchise, the County agrees to pay to the City compensation in an amount equal to six percent (6%) of the regular rates and charges for the furnishing of service, collected by the County on all sewer accounts located within the City. This compensation is consideration for the City's agreement not to establish a City-owned sewer utility in competition with the County system, and the City's promise not to exercise its statutory authority under Chapter 36.94.180, as currently written or as may be hereafter amended or modified, to assume jurisdiction over that portion of the County's sanitary sewer system lying within the City's corporate boundaries and provide services to properties within said boundaries or any part thereof during the term of this franchise. The County shall disburse funds collected pursuant to this section to the City on a monthly basis with the first payment being made the first full month after this amount of compensation is collected. This payment may be recovered from ratepayers and reflected on said customers' monthly bills as a separate line item. As consideration for the County's agreement to pay such compensation to the City, the City shall fully reimburse the County for all costs and expenses for any relocation of County sewer facilities as stated in Section 3. The percentage rate of compensation shall not be increased without the consent and agreement of the City and the County.

12.2 The City and County acknowledge and agree that all properties in the City are not served by sewer and that the long-term goal of both parties is to extend the sewer system to be readily available to all properties in the City. Therefore, as additional material consideration to the County, the City agrees that at least once each calendar year for the term of this franchise, the City will consult with the County on

sewer extension opportunities and options, and the City Council will study in a public meeting potential programs, policies, and then-available opportunities to extend the sewer system to be readily available to all properties in the City.

12.3 Upon the City's request, the County shall within thirty (30) days make available to the City for examination, audit and review, the County's books and records pertaining to all revenue and charges derived by the County by virtue of this franchise, to verify the accuracy of payments. The City shall maintain the confidentiality of the information the County provides to the extent permitted by law when the County has notified the City of the confidential nature of said information. Should such a review result in the discovery of an error in payment (over or under payment), the City shall notify the County in writing of its findings and the error shall be mitigated by the County in the next monthly payment cycle.

13. Modification.

The terms and conditions of this franchise may be modified only upon written agreement of the parties.

14. Forfeiture and Revocation.

If the County willfully fails to comply with any provision of this franchise, or through willful misconduct or gross negligence fails to comply with any notice given the County by the City under the provisions of this franchise, then the City may revoke this franchise after a hearing is held upon notice to the County.

15. Remedies to Enforce Compliance.

In addition to any other remedy, the City may obtain a superior court order compelling the County to comply with the provisions of this Franchise Agreement and seek to recover damages and costs incurred by the City by reason of the County's failure to comply. The pursuit of any right or remedy by the City shall not prevent the City from acting under section 14.

16. City Ordinances and Regulations.

This franchise shall not prevent the City from adopting and enforcing all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers. While the design and construction of the County's sewer facilities shall be in accordance with County standards, the City retains its authority to control by reasonable regulations the location of County's system of sewerage in the public rights-of-way, and the County shall conform with all such regulations, unless compliance would cause the County to violate other requirements of law.

17. Cost of Publication.

The cost of the publication of the Ordinance approving this Franchise Agreement shall be borne by the City.

18. Acceptance.

Unless extended by Ordinance, the County shall have sixty (60) days after the passage and approval of the Ordinance approving this Franchise Agreement to file with the City Clerk its unconditional written acceptance of this franchise; otherwise, the County shall be deemed to have rejected this franchise.

19. Survival.

Section 3 (Relocation of Sanitary Sewer System Facilities), Section 5 (Abandonment of Sanitary Sewer Pipe, Manholes and System Facilities), Section 6 (Excavation), Section 7 (Restoration), Section 9 (Dangerous Conditions, Authority for City of Abate) and Section 10 (Indemnification) shall be in addition to any and all other obligations and liabilities the County may have to the City at common law, by statute, or by contract, and shall survive the City's franchise with the County for the use of the City rights-of-way. The Ordinance approving this Franchise Agreement is binding upon the successors and assigns of the County

and all privileges, as well as all obligations and liabilities of the County, shall inure to its successors and assigns.

20. Assignment.

This franchise may not be assigned or transferred without the written approval of the City, which approval shall not be unreasonably withheld.

21. Notice.

Any notice required or permitted by this franchise may be sent to the following addresses unless otherwise specified in writing:

CITY OF UNIVERSITY PLACE
Public Works Director

University Place, WA

Pierce County Public Works and Utilities Public
Works Director
9850 64th Street West
University Place, WA 98467-1078

22. Severability.

If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court, the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance shall not be affected, unless the rights, privileges, duties, or obligations hereunder are materially altered, whereupon either party may request renegotiation of those remaining terms.

23. Franchise Term.

This Franchise Agreement is and shall remain in full force and effect for a period of twenty (20) years from and after the effective date of the Ordinance approving same; provided, however, the County shall have no rights under this Franchise Agreement, nor shall the County be bound by the terms and conditions of this Franchise Agreement, unless the County shall, within sixty (60) days after the effective date of the Ordinance, file with the City its written acceptance of the Franchise Agreement.

24. Effective Date.

This Agreement will take effect when both parties have executed below.

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

CITY OF UNIVERSITY PLACE

By: _____
Stephen P. Sugg, City Manager

Date: _____

Approved as to form:

Steve Victor, City Attorney

ACCEPTANCE OF FRANCHISE

Pierce County accepts the nonexclusive franchise with the City of University Place approved by the University Place City Council on _____, 2016, by the adoption of University Place City Ordinance No. _____.

DATED this ___ day of _____, 2016.

PIERCE COUNTY

By: _____
County Executive

STUDY SESSION

CITY of UNIVERSITY PLACE
3715 Bridgeport Way West ♦ University Place, WA 98466
Phone (253) 566-5656 ♦ FAX (253) 460-2541

**PLANNING & DEVELOPMENT SERVICES DEPARTMENT
STAFF REPORT TO THE CITY COUNCIL
May 16, 2016**

**CRITICAL AREAS &
SHORELINE MASTER PROGRAM
AMENDMENTS**

SUBJECT: Critical Areas and Shoreline Master Program Amendments

INTRODUCTION: The May 16, 2016 study session will provide opportunity for initial Council review of proposed critical areas and shoreline master program amendments recommended by the Planning Commission. Once Council has reviewed the amendments and possible revisions thereto, consideration of the amendments and final action may be scheduled for a subsequent meeting.

BACKGROUND: University Place's critical area regulations were last updated in a comprehensive fashion, in 2013, as part of the City's Shoreline Master Program (SMP) Update process. The 2013 amendments were intended to ensure that the code would be consistent with state laws that had been amended subsequent to the City's previous periodic review and update of these regulations, which occurred in 2002. Council subsequently approved an additional amendment, in 2015, to satisfy an Ecology requirement to gain that agency's final approval of the City's SMP Update.

Wetland Regulations. Ecology informed the City in 2015 that the agency had repealed the state wetland delineation manual and that municipalities should amend their code language as it pertains to wetland delineation reports. The new language must require wetland delineation reports to comply with the "approved federal wetland delineation manual and applicable regional supplements" -- consistent with WAC 173-22-035. Additional code amendment review comments recently submitted by Ecology have prompted the preparation of additional wetland code amendments.

Geologically Hazardous Area Regulations. The City has become aware of a provision in its geologically hazardous area regulations that is proving problematic for developers designing residential projects in a couple of locations. Current code allows modifications to steep slope buffers and buffer setbacks but prohibits any modification of the steep slope itself.

On one site, modifications to the steep slope could actually reduce the potential hazard it presents, while on another site, the slope in question is the result of past mining activity – and modifications to this slope to accommodate a more rational and beneficial project design should be possible without increasing geological hazards on or adjacent to this site. The proposed amendment would bring the City’s provisions in line with those administered by other jurisdictions that have been reviewed.

PLANNING COMMISSION REVIEW AND RECOMMENDATION: The Planning Commission reviewed proposed amendments to critical areas regulations at its January 20, 2016 meeting and offered suggestions for minor edits to the draft. On March 16, 2016, the Planning Commission conducted a public hearing to consider the revised draft critical areas amendments and an associated amendment to the SMP. The Commission voted unanimously to recommend to Council the approval of the draft amendments to Title 17 Critical Areas and Title 18 Shoreline Master Program described below and provided in their entirety in attachment 1 to this report.

PROPOSED AMENDMENTS AND RECOMMENDATIONS:

GEOLOGICALLY HAZARDOUS AREAS

PAGES 1-3 SECTION 17.15.055

REGULATION

This section currently allows modifications to steep slope buffers and buffer setbacks but prohibits any modification of the steep slope itself. The proposed amendments would permit limited modifications to steep slopes where it can be demonstrated through geotechnical analysis that geological hazards would not be increased on or adjacent to a site as a result of such modifications. The practical implication would be that for a limited number of sites where certain geological conditions exist, slope modification, and therefore greater site design flexibility, would be permitted.

WETLANDS

PAGES 4-17 CHAPTER 17.35

VARIOUS SECTIONS

This chapter would be amended to reflect the latest Department of Ecology technical guidance – which is based on the *Best Available Science* (a Growth Management Act requirement). *Section 17.35.025 Delineation and Wetland Analysis Requirements* would be amended to require wetland delineation reports to be prepared in accordance with the approved federal wetland delineation manual and applicable regional supplements. *Section 17.35.035 Establishing Buffers* would be updated to reflect the latest *Best Available Science*. Additional sections would be amended to ensure more consistent use of terminology. The practical ramifications of the proposed amendments are limited in that there are few undeveloped properties constrained by wetlands in University Place where the revised standards would apply.

SHORELINE MASTER PROGRAM

PAGE 20 CHAPTER 18.15

ADMINISTRATION

Sections 18.15.100 and 18.15.110 would be revised to ensure internal municipal code consistency with respect to code enforcement provisions.

PAGE 20 SECTION 18.25.070

SHORELINE ECOLOGICAL PROTECTION AND MITIGATION

This section would be amended by revising the effective date of the critical area regulations that are incorporated into the SMP – reflecting the critical area amendments described above.

PROCEDURAL COMPLIANCE: The City published a Notice of Public Hearing for the Planning Commission’s March 16, 2016 hearing in the Tacoma News Tribune on February 25, 2016 in accordance with UPMC requirements. The City submitted a Notice of Intent to Adopt Amendment to the Department of Commerce on February 25, 2016 to initiate the mandatory 60-day state agency comment period, which ended April 25, 2016. No state agency comments or other public comments were received in response to these notices.

The City issued a Determination of Nonsignificance and Environmental Checklist on February 25, 2016 with a 14-day comment period, which ended March 9, 2016. Comments were received from the Department of Ecology on March 9, 2016, and the Planning Commission’s recommended amendments include edits prepared by staff in response to these comments.

Attachment:

1. Planning Commission-recommended Critical Areas and SMP amendments

City of University Place
Critical Area and Shoreline Master Program
Code Amendments
Planning Commission Recommended Draft -- March 16, 2016

UPMC Title 17 -- Critical Areas

GEOLOGICALLY HAZARDOUS AREAS

17.15.055 Regulation.

A. Department Approval. The development proposal may be approved, approved with conditions, or denied based on the Department's evaluation of the geotechnical report, including, but not limited to:

1. The ability of the proposed mitigation or engineering measures to reduce risks to the proposed structure and risks to the erosion or landslide hazard area; and adjacent property; and
2. The proposed development's conformance with the following performance standards.

a. Location and extent of development:

1. Development shall be located to minimize disturbance and removal of vegetation; and
2. Structures shall be clustered where possible to reduce disturbance and maintain natural topographic character; and
3. Structures shall conform to the natural contours of the slope and foundations should be tiered where possible to conform to existing topography of the site.

b. Design of development:

1. All development proposals shall be designed to minimize the building footprint and other disturbed areas; and
2. All development shall be designed to minimize impervious lot coverage; and
3. Roads, walkways and parking areas shall be designed to parallel the natural contours; and
4. Access shall be in the least sensitive area of the site, as feasible.

B. Buffer Requirement. A buffer, consisting of undisturbed natural vegetation and measured (as shown in Figure 15-1) in a perpendicular direction from all landslide and erosion hazard areas, shall be required. The buffer shall be required from the top of slope and toe of slope of all landslide or erosion hazard areas that measure 10 feet or more in vertical elevation change from top to toe of slope. The minimum buffer distance requirements from the top of slope and toe of slope of landslide or erosion hazard areas shall be the same as for setbacks from slopes as identified in the Uniform-International Building Code, as amended from time to time. Regulated uses/activities that occur outside the buffer required by this subsection, the setback

required by subsection (C), and any potential landslide run-out do not require a geotechnical report. The other provisions of this chapter shall apply.

C. Building Setback and Construction Adjacent to Buffer. Eight-foot minimum setback lines (as shown in Figure 15-2) shall be required from the buffer area required in this section for construction of any impervious surface(s) greater than 120 square feet of base coverage. Clearing, grading, and filling within the eight foot setback shall only be allowed when the applicant can demonstrate that vegetation within the buffer will not be damaged. The setback is required in addition to the buffer regardless of buffer width, except as provided in subsection (D) below.

D. Modifications ~~and Flexibility to Buffer Width.~~ Alteration of a geologically hazardous area or an associated buffer or buffer setback may occur where:

1. A geotechnical report has been submitted showing, to the satisfaction of the City, that the proposal will have no adverse impact on the stability or erosion susceptibility of the adjacent hazardous slope area. ~~When the geotechnical report demonstrates that a lesser or eliminated buffer and/or setback, together with design and engineering solutions, will meet the intent of this chapter, such reduced or eliminated buffer and/or setback and design and engineering solutions may be permitted. A modified slope, a R~~reduced or eliminated buffer, and/or a reduced or eliminated setback width shall not be permitted unless the proposed design, engineering and mitigation ~~measures~~provisions pertaining to any modifications within a landslide or erosion hazard area adequately reduce risk to proposed structures, and to or from landslide and erosion hazard areas, and to adjacent areas. Should the geotechnical report indicate that a greater buffer than that required by this section is needed to meet the intent of this chapter, the greater buffer shall be required.

2. The impacted area of disturbance totals no more than 20 percent of the project site;

3. The modification will not increase surface water discharge or sedimentation to adjacent properties beyond pre-development conditions;

4. The activity will not adversely impact other critical areas as regulated in UPMC Title 17 or shorelands as regulated in UPMC Title 18;

5. The development will not decrease slope stability on adjacent properties;

6. Stormwater runoff from any new impervious surface is managed and accommodated through LID design to the extent practicable. Where LID design will not fully manage and accommodate this stormwater, at the discretion of the City it shall be directed to the City's storm drainage system or collected in a detention system and directed to an enclosed drainage system; and

7. For slopes of 40 percent or greater, the following conditions also apply:

a. The disturbed area is not connected to or associated with a larger ravine system, the Puget Sound shoreline or Chambers Creek Canyon bluffs; and

b. The slope is the result of human-caused activities, including regrading through mining, excavation and or filling.

E. Buffer protection. To increase the functional attributes of the buffer, the department may require that the buffer be enhanced through planting of indigenous species. The edge of the

buffer area shall be clearly staked, flagged, and/or fenced prior to any site clearing or construction. The buffer boundary markers shall be clearly visible, durable, and permanently affixed to the ground. Site clearing shall not commence until the applicant has submitted written notice to the department that buffer requirements of this chapter are met. Field marking shall remain until all construction and clearing phases are completed, and the department has granted final project approval. Prior to final approval for subdivisions, short subdivisions binding site plans, planned development districts and commercial developments the buffer and slope shall be placed in a separate critical area tract or tracts, protective easement, public or private land trust dedication, or similarly preserved through an appropriate permanent protective mechanism as determined by the department. All protected areas identified above shall remain undeveloped in perpetuity, except as they may be altered pursuant to this title.

F. Temporary erosion and sedimentation control plan. Temporary erosion and sedimentation control plans shall be required for all regulated activities in landslide and erosion hazard areas. The temporary erosion and sedimentation control plan shall be consistent with the City's Public Works Standards and must be implemented prior to the start of development activity on-site.

UPMC Title 17 -- Critical Areas

WETLANDS

17.10.010 Acronyms.

“BMP” means best management practices.

“~~ECYDOE~~” means Department of Ecology.

“EIA” means Environmental Impact Assessment.

“EIS” means Environmental Impact Statement.

“ESA” means Endangered Species Act.

“FEIS” means Final Environmental Impact Statement.

“SEPA” means State Environmental Policy Act.

“TPCHD” means Tacoma Pierce County Health Department.

“UPMC” means University Place Municipal Code.

“WDF&W” means Washington Department of Fish and Wildlife.

17.35.020 Wetland categories.

Wetland categories shall be determined based upon the *Washington State Wetland Rating System for Western Washington*, current edition. Wetlands shall be generally categorized as follows:

A. Category I wetlands are:

1. Relatively undisturbed estuarine wetlands larger than one acre;
2. Wetlands of high conservation value that are identified by scientists of the Washington Natural Heritage Program/DNR ~~as high-quality wetlands~~;
3. Bogs;
4. Mature and old-growth forested wetlands larger than one acre;
5. Wetlands in coastal lagoons; and
6. Wetlands that perform many functions well (scoring 2370 points or more).

These wetlands:

1. Represent unique or rare wetland types;
2. Are more sensitive to disturbance than most wetlands;
3. Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or
4. Provide a high level of functions.

B. Category II wetlands are:

1. Estuarine wetlands smaller than one acre, or disturbed estuarine wetlands larger than one acre; or

~~2. Interdunal wetlands larger than one acre; or~~

~~23.~~ Wetlands with a moderately high level of functions (scoring between ~~2054~~ and ~~2269~~ points).

C. Category III wetlands are:

1. Wetlands with a moderate level of functions (scoring between ~~1630~~ and ~~1950~~ points); or

2. Wetlands that often can be adequately replaced with a well-planned mitigation project. ~~and~~

~~2. Interdunal wetlands between 0.1 and one acre.~~

Wetlands scoring between ~~1630~~ and ~~1950~~ points generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.

D. Category IV wetlands have the lowest levels of functions (scoring less than ~~1630~~ points) and are often heavily disturbed. These are wetlands that should be able to be replaced, or in some cases to be improved upon. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions, and should be protected to some degree.

17.35.025 Delineation and wetland analysis requirements.

Regulated activities shall comply with the following requirements:

A. The Department may require a delineation report ~~per~~ prepared in accordance with the approved federal wetland delineation manual and applicable regional supplements ~~Washington State Wetland Identification & Delineation Manual, latest edition,~~ to determine if a regulated wetland is present on the site or to determine if the proposed activity is within 200 feet of a wetland. All areas within the City meeting the wetland designation criteria in this procedure are hereby designated critical areas and are subject to the provisions of this chapter. A wetland delineation report shall be prepared by a qualified wetland specialist. The delineation report ~~shall~~ indicates wetland and/or buffer boundaries that may extend onto the site. While the delineation report shall discuss all wetland areas within 200 feet of the site, only those boundaries within the site property lines need be marked in the field. A preliminary site inspection may be required by the Department to determine whether a delineation report is needed.

B. If, on the basis of a delineation report, the Department determines that a regulated wetland is on the site, or within 200 feet of the site so that a wetland buffer boundary may extend onto the site, then the Department shall require a wetland analysis report. A wetland analysis report must be prepared by a qualified wetland specialist. A wetland analysis report shall include the following:

1. Vicinity map;

2. When available, a copy of a National Wetland Inventory Map (U.S. Fish and Wildlife Service) and/or a City wetland inventory map identifying the wetlands on or adjacent to the site;
3. A site map setting forth all of the following:
 - a. Surveyed wetland boundaries based upon a delineation by a wetland specialist;
 - b. Site boundary property lines and roads;
 - c. Internal property lines, rights-of-way, easements, etc.;
 - d. Existing physical features of the site including buildings, fences, and other structures, roads, parking lots, utilities, water bodies, etc.;
 - e. Contours at the smallest readily available intervals, preferably at two-foot intervals;
 - f. Hydrologic mapping showing patterns of surface water movement and known subsurface water movement into, through, and out of the site area;
 - g. Location of all test holes and vegetation sample sites, numbered to correspond with flagging in the field and field data sheets;
 - h. The Department may require an air photo with overlays displaying the site boundaries and wetland delineation;
4. A report that includes the following:
 - a. Location information (legal description, parcel number and address);
 - b. Delineation report. The wetland boundaries on the site established by the delineation shall be staked and flagged in the field. If the wetland extends outside the site, the delineation report shall discuss all wetland areas within 200 feet of the site, but need only delineate those wetland boundaries within the site;
 - c. General site conditions including topography, acreage, and surface areas of all wetlands identified in the City wetland atlas and water bodies within one-quarter mile of the subject wetland(s);
 - d. Hydrological analysis, including topography, of existing surface and known significant subsurface flows into and out of the subject wetland(s);
 - e. Analysis of functional values of existing wetlands, including vegetative, faunal, and hydrologic conditions;
5. A summary of proposed activity and potential impacts to the wetland(s);
6. Recommended wetland category, including rationale for the recommendation;
7. Recommended buffer boundaries, including rationale for boundary locations;
8. Proposed on-site residential density transfer from wetlands and/or buffers to upland areas;
9. Site plan of proposed activity, including location of all parcels, tracts, easements, roads, structures, and other modifications to the existing site. The location of all wetlands and buffers shall be identified on the site plan.

C. The Department shall review and approve the wetland analysis report to determine the appropriate wetland category and buffer, and shall include the wetland in the City wetland maps and inventory if not already included. The Department shall approve the report's findings and proposals unless specific, written reasons are provided which justify not doing so.

17.35.035 Establishing buffers.

A. ~~Buffers shall be measured perpendicularly to the wetland edge.~~ Buffer widths shall be determined according to Table 3 and the provisions of this section.

Table 3 – Wetland Buffer Widths

	Category I	Category II	Category III	Category IV
High Impact Land Use	200' Buffer	150' Buffer	75' Buffer	50' Buffer
Low Impact Land Use	150' Buffer	100' Buffer	50' Buffer	35' Buffer

The standard buffer widths in Table 3 have been established in accordance with the best available science. They are based on the category of wetland and the habitat score as determined by a qualified wetland professional using the Washington state wetland rating system for western Washington.

1. The use of the standard buffer widths requires the implementation of the measures in Table 4, where applicable, to minimize the impacts of the adjacent land uses.
2. If an applicant chooses not to apply the mitigation measures in Table 4, then a 33% increase in the width of all buffers is required. For example, a 75-foot buffer with the mitigation measures would be a 100-foot buffer without them.
3. The standard buffer widths assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is un-vegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided.
4. Additional buffer widths are added to the standard buffer widths. For example, a Category I wetland scoring 9 points for habitat function would require a buffer of 225 feet (75 + 150).

Table 3 -- Wetland Buffer Requirements

<u>Wetland Category</u>	<u>Buffer Width (in feet) Based on Habitat Score</u>			
	<u>3-4</u>	<u>5</u>	<u>6-7</u>	<u>8-9</u>
<u>Category I:</u> <u>Based on total score</u>	<u>75</u>	<u>105</u>	<u>165</u>	<u>225</u>
<u>Category I:</u> <u>Bogs and Wetlands of</u> <u>High Conservation Value</u>	<u>190</u>			<u>225</u>
<u>Category I:</u> <u>Coastal Lagoons</u>	<u>150</u>		<u>165</u>	<u>225</u>
<u>Category I:</u> <u>Forested</u>	<u>75</u>	<u>105</u>	<u>165</u>	<u>225</u>
<u>Category I:</u> <u>Estuarine</u>	<u>150</u> <u>(buffer width not based on habitat scores)</u>			
<u>Category II:</u> <u>Based on score</u>	<u>75</u>	<u>105</u>	<u>165</u>	<u>225</u>
<u>Category III (all)</u>	<u>60</u>	<u>105</u>	<u>165</u>	<u>225</u>
<u>Category IV (all)</u>	<u>40 ft</u>			

Table 4 -- Required Measures to Minimize Impacts to Wetlands

<u>Disturbance</u>	<u>Required Measures to Minimize Impacts</u>
<u>Lights</u>	<ul style="list-style-type: none"> • <u>Direct lights away from wetland</u>
<u>Noise</u>	<ul style="list-style-type: none"> • <u>Locate activity that generates noise away from wetland</u> • <u>If warranted, enhance existing buffer with native vegetation plantings adjacent to noise source</u> • <u>For activities that generate relatively continuous, potentially disruptive noise, such as certain heavy industry or mining, establish an additional 10' heavily vegetated buffer strip immediately adjacent to the outer wetland buffer</u>
<u>Toxic runoff</u>	<ul style="list-style-type: none"> • <u>Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered</u> • <u>Establish covenants limiting use of pesticides within 150 ft of wetland</u> • <u>Apply integrated pest management</u>
<u>Stormwater runoff</u>	<ul style="list-style-type: none"> • <u>Retrofit stormwater detention and treatment for roads and existing adjacent development</u> • <u>Prevent channelized flow from lawns that directly enters the buffer</u> • <u>Use Low Intensity Development techniques (per the <i>Low Impact Development Technical Guidance Manual for Puget Sound</i>, prepared by the Washington State University Extension and Puget Sound Partnership)</u>
<u>Change in water regime</u>	<ul style="list-style-type: none"> • <u>Infiltrate or treat, detain, and disperse into buffer new runoff from impervious surfaces and new lawns</u>
<u>Pets and human disturbance</u>	<ul style="list-style-type: none"> • <u>Use privacy fencing OR plant dense vegetation to delineate buffer edge and to discourage disturbance using vegetation appropriate for the ecoregion</u> • <u>Place wetland and its buffer in a separate tract or protect with a conservation easement</u>
<u>Dust</u>	<ul style="list-style-type: none"> • <u>Use best management practices to control dust</u>
<u>Disruption of corridors or connections</u>	<ul style="list-style-type: none"> • <u>Maintain connections to offsite areas that are undisturbed</u> • <u>Restore corridors or connections to offsite habitats by replanting</u>

B. Buffer averaging to improve wetland protection may be permitted when all of the following conditions are met:

1. The wetland has significant differences in characteristics that affect its habitat functions, such as a wetland with a forested component adjacent to a degraded emergent component or a "dual-rated" wetland with a Category I area adjacent to a lower-rated area.

2. The buffer is increased adjacent to the higher-functioning area of habitat or more-sensitive portion of the wetland and decreased adjacent to the lower-functioning or less-sensitive portion as demonstrated by a critical areas report from a qualified wetland professional.

3. The total area of the buffer after averaging is equal to the area required without averaging.

4. The buffer at its narrowest point is never less than either 75% of the required width or 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV, whichever is greater. See Figure 35-1.

C. Buffer averaging to allow reasonable use of a parcel may be permitted when all of the following are met:

1. There are no feasible alternatives to the site design that could be accomplished without buffer averaging.

2. The averaged buffer will not result in degradation of the wetland's functions and values as demonstrated by a critical areas report from a qualified wetland professional.

3. The total buffer area after averaging is equal to the area required without averaging.

4. The buffer at its narrowest point is never less than either 75% of the required width or 75 feet for Category I and II, 50 feet for Category III and 25 feet for Category IV, whichever is greater. See Figure 35-1.

~~B. The Director shall determine that a use is either high impact or low impact based upon the following performance standards. A proposed use must satisfy five of the following seven criteria to be considered low impact. All other uses shall be considered high impact.~~

~~1. No more than 30 percent of the site may be covered with impervious surfacing.~~

~~2. Pier, piling or pin foundation systems or other measures that reduce on-site soil compaction shall be used where appropriate.~~

~~3. A minimum of 60 percent of the site shall be retained in an undisturbed naturally vegetated state.~~

~~4. Permeable paving systems shall be implemented where appropriate.~~

~~5. Measures shall be taken to ensure that use of pesticides, herbicides and fertilizers incompatible with wetland functions does not occur.~~

~~6. Bio-retention features shall be employed. Examples include rain gardens, roof gardens, tree filter boxes and similar vegetated systems.~~

~~7. Roads, driveways and parking areas shall be minimized. Roads and driveways shall primarily run perpendicular to the wetland edge. Parking areas shall be located the maximum distance feasible from the buffer edge.~~

~~C. An applicant may propose an alternative plan for achieving low impact development. The Director and the City wetland specialist shall review the plan. If the alternative plan is determined to provide greater than or equal benefit to wetland functions than could be achieved by following the provisions of subsection (B) of this section, development activity implemented~~

subject to such plan shall be considered low impact and a low impact buffer, per Table 3, shall be permitted.

D. Buffer widths may be modified by averaging or reducing. Buffer averaging and buffer reduction shall not be applied to the same wetland.

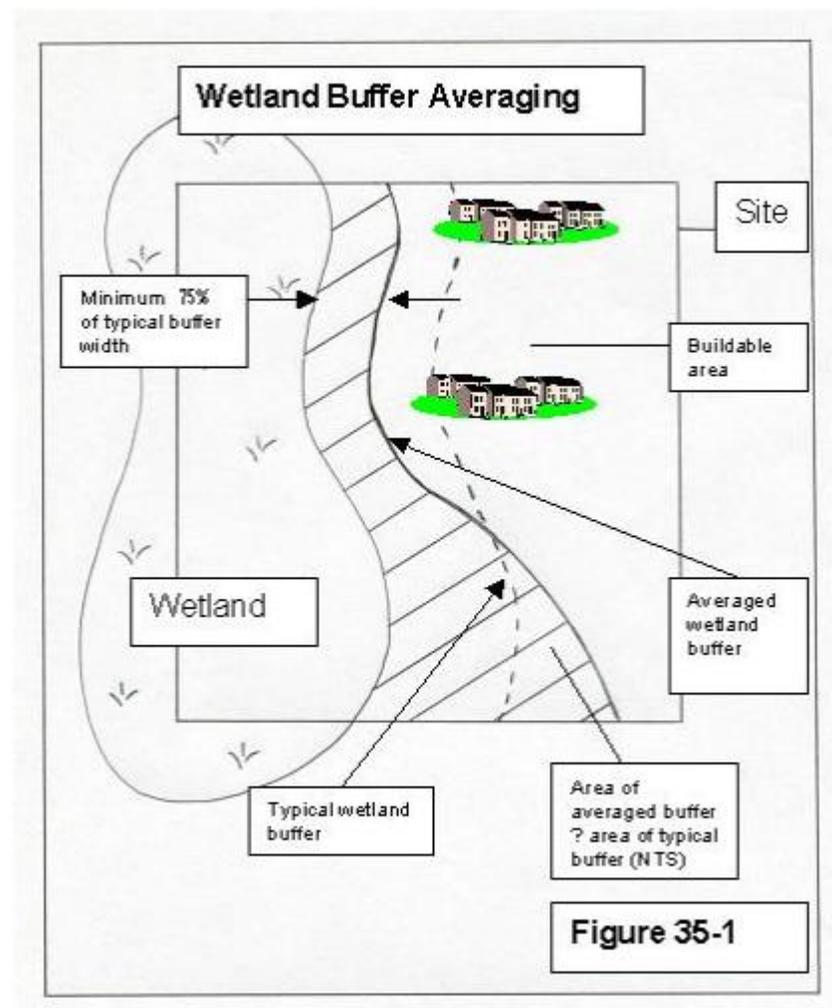
1. Buffer width averaging may be allowed only where the applicant demonstrates the following:

a. The wetland contains variations in sensitivity due to existing physical characteristics; and

b. Width averaging will not adversely impact the wetland; and

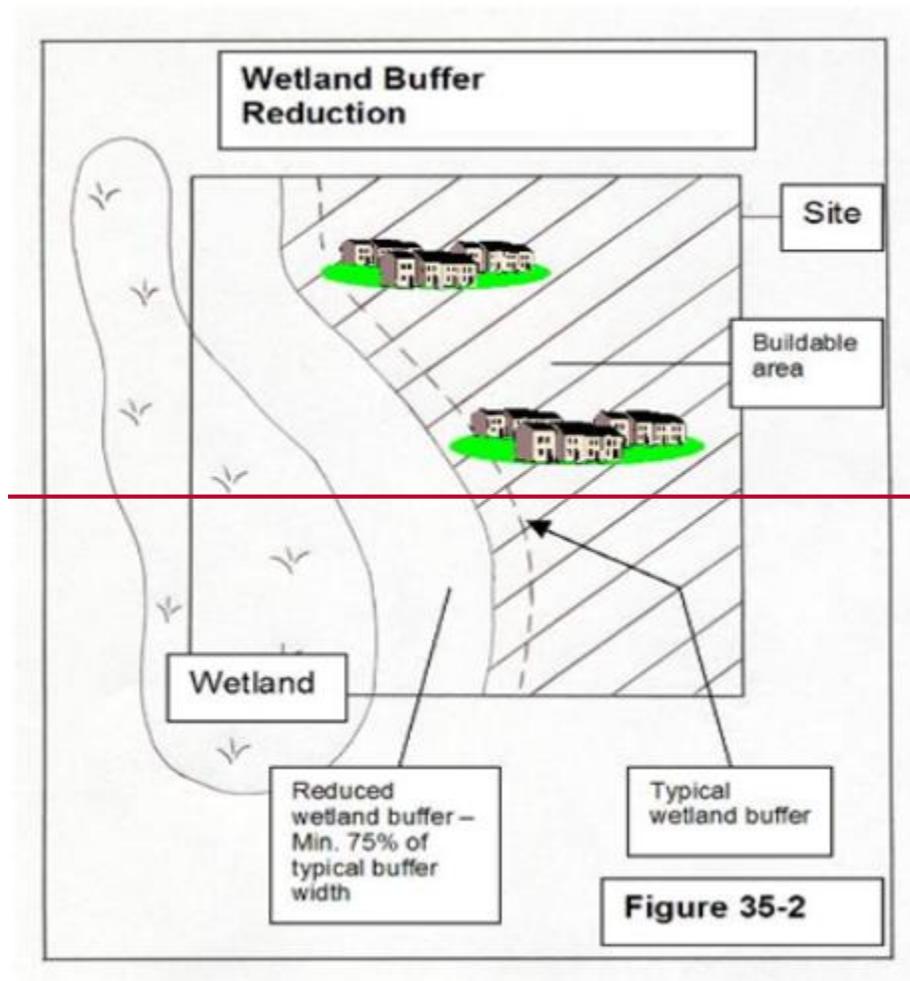
c. The total buffer area after averaging is no less than the buffer area prior to averaging; and

d. The minimum buffer width will not be less than 75 percent of the width established in subsection (A) of this section. See Figure 35-1.



2. Buffer width reduction may be allowed only where the applicant demonstrates the following circumstances. Such reduction shall not result in greater than a 25 percent reduction in the buffer width established in subsection (A) of this section. See Figure 35-2.

- a. ~~The proposed buffer area is extensively vegetated and has less than 15 percent slopes, and the reduction will not result in adverse impacts to the wetland; or~~
- b. ~~The project includes a buffer enhancement plan, as part of the mitigation required by UPMG 17.35.045. The buffer enhancement plan shall use plant species which are indigenous to the project area, and shall substantiate that an enhanced buffer will improve the functional attributes of the buffer to provide additional protection for wetland functional values; or~~
- c. ~~The acreage included in the buffer would substantially exceed the size of the wetland and the reduction will not result in adverse impacts to the wetland or the project includes a buffer enhancement plan that ensures the reduction will not result in adverse impacts to the wetland.~~



DE. The Department may require increased buffer width on a case-by-case basis when a larger buffer is necessary to protect wetland functions and values based on local conditions. This determination shall be supported by appropriate documentation showing that it is reasonably related to protection of the functions and values of the regulated wetland. Such determination shall demonstrate that:

- 1. ~~A larger buffer is necessary to maintain viable populations of existing species; or~~

12. The wetland is used by a plant or animal species listed by the Federal government or the State as endangered, or threatened, candidate, sensitive, monitored or documentary priority species or habitats, or essential or outstanding habitat for those species or has unusual nesting or resting sitespotential sites such as heron rookeries or raptor nesting treesareas; or

23. The adjacent land is susceptible to severe erosion, and erosion control measures will not effectively prevent adverse wetland impacts; or

34. The adjacent land has minimal vegetative cover or slopes greater than 3045 percent.

E. To facilitate long-range planning using a landscape approach, the Department may identify and pre-assess wetlands using the rating system and establish appropriate wetland buffer widths for such wetlands. The Department will prepare maps of wetlands that have been pre-assessed in this manner.

F. Measurement of Wetland Buffers. All buffers shall be measured perpendicular from the wetland boundary as surveyed in the field. The buffer for a wetland created, restored, or enhanced as compensation for approved wetland alterations shall be the same as the buffer required for the category of the created, restored, or enhanced wetland. Only fully vegetated buffers will be considered. Lawns, walkways, driveways, and other mowed or paved areas will not be considered buffers or included in buffer area calculations.

G. Buffers on Mitigation Sites. All mitigation sites shall have buffers consistent with the buffer requirements of this Chapter. Buffers shall be based on the expected or target category of the proposed wetland mitigation site.

H. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this Chapter, wetland buffers shall be retained in an undisturbed or enhanced condition. In the case of compensatory mitigation sites, removal of invasive non-native weeds is required for the duration of the financial guarantee required in UPMC 17.35.045.

I. Overlapping Critical Area Buffers. If buffers for two contiguous critical areas overlap (such as buffers for a stream and a wetland), the wider buffer applies.

17.35.045 Mitigation.

Regulated activities within wetlands and buffers shall be mitigated pursuant to this chapter. Where SEPA environmental review is required, a threshold determination may not be made prior to Department review of the mitigation plan.

A. All activities in wetlands and/or buffers shall be mitigated according to this section and the Department of Ecology manual: *Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance* (Version 1, Publication No. 06-06-011a, March 2006) and *Wetland Mitigation in Washington State, Part 2: Developing Mitigation Plans* (Version 1, Publication No. 06-06-011b, March 2006). Except as specifically exempted, regulated activities shall not be permitted within wetlands and/or buffers unless an applicant demonstrates that all reasonable attempts have been made to avoid impacts to the wetland and/or buffer. Mitigation is considered in order of preference as noted below with (1) being most preferable and (5) being the least preferable. Applicants must establish that mitigation has been considered in order of preference prior to permit issuance. There may be circumstances when an alternative mitigation strategy is preferable.

1. Avoiding the impact altogether by not taking a certain action or parts of actions within the wetland and/or buffer;
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
5. Compensating for the impact by replacing, enhancing or providing substitute resources or environments;
6. Monitoring the required compensation and taking remedial or corrective measures when necessary.

Mitigation for individual actions may include a combination of the above measures. Monitoring may be a part of one or more of the above measures.

B. Regulated activities which occur in buffers, and which will not eliminate wetland habitat, shall be mitigated according to a mitigation plan approved by the Department. A mitigation plan for regulated activities in buffers shall contain the following components:

1. General goals of the mitigation plan;
2. Approximated site topography before and after alteration;
3. Location of proposed mitigation area;
4. General hydrologic patterns on the site before and after construction;
5. General plant selection and justification, planting instructions, and approximate planting sequencing and schedule;
6. A maintenance plan;
7. A monitoring and contingency plan;
8. A financial guarantee to ensure maintenance and/or implementation of the contingency plan. The financial guarantee must be equal to or greater than 20 percent of the estimated cost of the mitigation work, but in no case shall be less than is necessary to implement the contingency plan.

C. Compensatory mitigation shall be required for filling wetlands and for other regulated activities in wetlands. Compensatory mitigation shall be accomplished per the Department of Ecology manual: *Guidelines for Developing Freshwater Wetlands Mitigation Plans and Proposals*, current edition. The above-referenced document was developed jointly by six agencies including the Washington State Department of Ecology and Department of Fish and Wildlife, U.S. Army Corps of Engineers, U.S. Environmental Protection Agency and the U.S. Fish and Wildlife Service. These agencies, together with the City, have regulatory authority over wetland filling and related mitigation. Consistency with the above-referenced document will ensure that submitted plans are adequately detailed for review by all responsible agencies. Replacement ratios for compensatory mitigation shall be pursuant to the subsection below.

1. When regulated activities occur in wetlands, the applicant shall preserve, restore, create, or enhance equivalent areas of wetlands. Equivalent areas shall be determined according to acreage, functional value, type, location, time factors, and projected success. No overall net losses shall occur in wetland acreage, functions and/or values, and any restored, created, or enhanced wetland shall be as persistent as the wetland it replaces. Buffers pursuant to UPMC [17.35.035](#) shall be provided for created, restored or enhanced wetlands.

2. When an applicant proposes to alter or eliminate wetland, the applicant shall replace, restore and/or enhance acreage at the following ratios:

Table 54 – Wetland Mitigation Replacement Ratios*

Category and Type of Wetland	Creation or Re-establishment	Rehabilitation	Enhancement	Preservation
Category I: Bog, Natural Heritage site	Not considered possible	6:1	Case by case	10:1
Category I: Mature Forested	6:1	12:1	24:1	24:1
Category I: Based on functions	4:1	8:1	16:1	20:1
Category II	3:1	6:1	12:1	20:1
Category III	2:1	4:1	8:1	15:1
Category IV	1.5:1	3:1	6:1	10:1

*Ratios read as follows: Acreage replaced: Acreage lost

3. Ratios provided are for proposed projects with in-kind replacement that occurs prior to regulated activities on the site. Replaced, restored or enhanced wetlands must be located within the same drainage basin as the filled wetland, but are not required to be located on the same property. The Department may increase the ratios under the following circumstances:

- a. Uncertainty as to the probable success of the proposed restoration, enhancement or creation; or
- b. Significant period of time between destruction and replication of wetland functions; or
- c. Projected losses in wetland functional value; or
- d. Out-of-kind compensation.

4. The Department may allow the minimum acreage replacement ratio to be decreased if the applicant provides findings of special studies coordinated with agencies with expertise, which demonstrate that no net loss of wetland function or value results from the decreased ratio. In no case shall the Department approve a ratio less than 1:1.

5. In-kind compensation shall be provided except where the applicant demonstrates that:
 - a. Greater functional and habitat values can be achieved through out-of-kind mitigation; or
 - b. The wetland system is already significantly degraded; or
 - c. Problems such as the presence of exotic vegetation and changes in watershed hydrology make implementation of in-kind compensation infeasible; or
 - d. Out-of-kind replacement will best meet identified regional goals (e.g., replacement of historically diminished wetland types).

D. Credit/Debit Method. To more fully protect functions and values, and as an alternative to the mitigation ratios found in the joint guidance “Wetland Mitigation in Washington State Parts I and II” (Ecology Publication No. 06-06-011a-b, Olympia, WA, March, 2006), the Department Administrator may allow mitigation based on the “credit/debit” method developed by the Department of Ecology in “Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington: Operational Draft,” (Ecology Publication No. 10-06-011, Olympia, WA, February 2011, or as revised).

E. Financial Guarantees. Mitigation shall be accomplished prior to the start of any regulated activity that impacts wetland area.

1. If development permits are issued prior to completion of mitigation work, financial guarantees shall be required to ensure mitigation is completed. Financial guarantees shall be 125 percent of the estimated cost of implementation of the mitigation plan.
2. Appropriate financial guarantees shall be in place to ensure that maintenance, monitoring and/or contingency plans shall be accomplished. Financial guarantees for contingency plans should be 20 percent of the cost of implementation of the mitigation plan.

F. Wetland mitigation banking may be permitted as a flexible alternative to standard compensatory mitigation. Wetland mitigation banking shall be conducted per the requirements of Chapter 173-700 WAC.

1. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:
 - a. The bank is certified under State rules;
 - b. The Department Administrator determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
 - c. The proposed use of credits is consistent with the terms and conditions of the bank’s certification.
2. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank’s certification.
3. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank’s certification. In some cases, the service area of the bank may include portions of more than one adjacent drainage basin for specific wetland functions.

G. In-Lieu Fee. To aid in the implementation of off-site mitigation, the City may develop a program which prioritizes wetland areas for use as mitigation and/or allows payment in lieu of providing mitigation on a development site. This program shall be developed and approved through a public process and be consistent with State and Federal rules. The program should address:

1. The identification of sites within the City that are suitable for use as off-site mitigation. Site suitability shall take into account wetland functions, potential for wetland degradation, and potential for urban growth and service expansion; and
2. The use of fees for mitigation on available sites that have been identified as suitable and prioritized.

H. Advance Mitigation. Mitigation for projects with pre-identified impacts to wetlands may be constructed in advance of the impacts if the mitigation is implemented according to State and Federal rules.

I. Alternative Mitigation Plans. The ~~Department Administrator~~ may approve alternative critical areas mitigation plans that are based on best available science, such as priority restoration plans that achieve restoration goals identified in the SMP. Alternative mitigation proposals must provide an equivalent or better level of protection of critical area functions and values than would be provided by the strict application of this chapter.

The ~~Department Administrator~~ shall consider the following for approval of an alternative mitigation proposal:

1. The proposal uses a watershed approach consistent with Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publication No. 09-06-32, Olympia, WA, December 2009);
2. Creation or enhancement of a larger system of natural areas and open space is preferable to the preservation of many individual habitat areas;
3. Mitigation according to subsection (E) of this section is not feasible due to site constraints such as parcel size, stream type, wetland category, or geologic hazards;
4. There is clear potential for success of the proposed mitigation at the proposed mitigation site;
5. The plan shall contain clear and measurable standards for achieving compliance with the specific provisions of the plan. A monitoring plan shall, at a minimum, meet the provisions in subsection (J) of this section;
6. The plan shall be reviewed and approved as part of overall approval of the proposed use, Wetlands Guidance for Small Cities Western Washington Version Page A-23;
7. A wetland of a different type is justified based on regional needs or functions and values; the replacement ratios may not be reduced or eliminated unless the reduction results in a preferred environmental alternative;
8. Mitigation guarantees shall meet the minimum requirements as outlined in subsection (B)(8) of this section;
9. Qualified professionals in each of the critical areas addressed shall prepare the plan;

10. The City may consult with agencies with expertise and jurisdiction over the resources during the review to assist with analysis and identification of appropriate performance measures that adequately safeguard critical areas.

J. Monitoring Program and Contingency Plan.

1. If the wetland mitigation plan includes compensatory mitigation, a monitoring program shall be implemented to determine the success of the compensatory mitigation project.

2. Specific criteria shall be provided for evaluating the mitigation proposal relative to the goals and objectives of the project and for beginning remedial action or contingency measures. Such criteria may include water quality standards, survival rates of planted vegetation, species abundance and diversity targets, habitat diversity indices, or other ecological, geological or hydrological criteria.

3. A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails.

4. Requirements of the monitoring program and contingency plan are as follows:

a. During monitoring, use scientific procedures for establishing the success or failure of the project;

b. For vegetation determinations, permanent sampling points shall be established;

c. Vegetative success equals 80 percent per year survival of planted trees and shrubs and 80 percent per year cover of desirable understory or emergent species;

d. Submit monitoring reports of the current status of the mitigation project to the Department Administrator. The reports are to be prepared by a qualified wetland specialist and shall include monitoring information on wildlife, vegetation, water quality, water flow, stormwater storage and conveyance, and existing or potential degradation, and shall be produced on the following schedule:

(1) At time of construction;

(2) Thirty days after planting;

(3) Early in the growing season of the first year;

(4) End of the growing season of first year;

(5) Twice the second year;

(6) Annually;

e. Monitor a minimum of three and up to 10 growing seasons, depending on the complexity of the wetland system. The time period will be determined and specified in writing prior to the implementation of the site plan;

f. If necessary, correct for failures in the mitigation project;

g. Replace dead or undesirable vegetation with appropriate plantings;

h. Repair damages caused by erosion, settling, or other geomorphological processes;

- i. Redesign mitigation project (if necessary) and implement the new design;
- j. Correction procedures shall be approved by a qualified wetland specialist and the City's environmental official.

UPMC Title 18 -- SHORELINE MASTER PROGRAM

GENERAL POLICIES AND REGULATIONS

18.15.100 Inspections.

Pursuant to RCW [90.58.200](#), the Administrator or authorized representatives may enter land or structures to enforce the provisions of this Shoreline Program. ~~Such entry shall follow the provisions set forth in Chapter [1.20](#) UPMC.~~

18.15.110 Penalties and enforcement.

B. Enforcement action may be taken by the City or Department of Ecology whenever a person has violated any provision of the Shoreline Management Act or this Shoreline Program or other regulation promulgated under the Act. Enforcement action by the City shall be in accordance with Chapter [1.20](#) UPMC ~~and/or Chapter [1.30](#) UPMC~~ for enforcement procedures and penalties.

18.25.070 Shoreline ecological protection and mitigation.

D. Regulations – Critical Areas.

1. The City's critical areas regulations, codified under UPMC Title [17](#), apply to critical areas in the shoreline jurisdiction. Chapters [17.05](#), [17.10](#), [17.15](#), [17.20](#), [17.25](#), [17.30](#) and [17.35](#) UPMC are herein incorporated into this SMP, except as noted in subsection (D)(5) of this section. The critical areas regulations being incorporated into the SMP are those referenced in Ordinance No. 630, effective October 28, 2013 ~~and Ordinance No. _____, effective month day, 2016~~. In the event these regulations are amended, the edition referenced herein will still apply in shoreline jurisdiction. Changing this reference to recognize a new edition will require a master program amendment.

2. If there are any conflicts or unclear distinctions between this Shoreline Program and the critical areas regulations, the requirements that are the most specific shall apply.

3. All uses and development occurring within the shoreline jurisdiction shall comply with the City's critical area regulations as adopted herein.

4. Nonconforming structures and uses within critical areas that are within shoreline areas shall be subject to the provisions of this Shoreline Program.

5. Critical areas provisions that are not consistent with the SMA, Chapter [90.85](#) RCW, and supporting Washington Administrative Code chapters shall not apply in shoreline jurisdiction, as follows:

a. Critical area provisions do not extend shoreline jurisdiction beyond the limits specified in this Shoreline Program. For regulations addressing critical area buffer areas that are outside shoreline jurisdiction, see UPMC Title [17](#).

b. Provisions relating to variance procedures and criteria in Chapter [17.10](#) UPMC do not apply in shoreline jurisdiction. Variance procedures and criteria have been established in UPMC [18.15.050](#) and in WAC [173-27-170](#).

c. Reasonable uses exceptions in Chapter [17.10](#) UPMC are not available for relief from critical area standards within the shoreline jurisdiction. Instead, applicants seeking relief from the critical area standards shall apply for a shoreline variance.

d. Provisions relating to the substitution of Army Corps of Engineers Section 404 individual permits for City of University Place wetland reviews do not apply in shoreline jurisdiction, as the Section 404 individual permit review process may not fully address requirements of this Shoreline Program.

e. In shoreline jurisdiction, identification of wetlands and delineation of their boundaries shall be done in accordance with the approved Federal wetland delineation manual and applicable regional supplements, per WAC [173-22-035](#). Specifically, the delineation and wetland analysis requirements in UPMC [17.35.025](#)(A) do not apply.

f. In shoreline jurisdiction, the wetland point scale used to separate wetland categories in UPMC [17.35.020](#)(A) through (D) does not apply. Category I wetlands are those that score 23 or more points, category II wetlands are those that score between 20 and 22 points, category III wetlands are those that score between 16 and 19 points, and category IV wetlands are those that score between nine and 15 points.

g. In shoreline jurisdiction, fish and wildlife habitat areas as defined in UPMC [17.10.005](#) shall not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.