



**\*PRELIMINARY CITY COUNCIL AGENDA**

April 30, 2018  
Special Council Meeting

Council Goal Setting Workshop

May 7, 2018  
Regular Council Meeting

Consideration: Community Commercial Design Standards  
Study: Fireworks

May 21, 2018  
Regular Council Meeting

June 4, 2018  
Regular Council Meeting

June 18, 2018  
Regular Council Meeting

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Call the City Clerk at 253-566-5656**

# APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE  
DRAFT MINUTES  
Regular Meeting of the City Council  
Monday, April 2, 2018  
City Hall, Windmill Village**

**1. CALL REGULAR MEETING TO ORDER**

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

**2. ROLL CALL**

Roll call was taken by the City Clerk as follows:

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

Staff Present: City Manager Sugg, City Attorney Kaser, Executive Director/ACM Faison, Public Works, Parks & Facilities Director Cooper and City Clerk Genetia.

**MOTION:** By Councilmember Figueroa, seconded by Councilmember McCluskey, to excuse Councilmember Nye's absence.

**The motion carried.**

**3. PLEDGE OF ALLEGIANCE**

Councilmember Worthington led Council in the Pledge of Allegiance.

**4. APPROVAL OF MINUTES**

**MOTION:** By Mayor Pro Tem Belleci, seconded by Councilmember Figueroa, to approve the minutes of the March 19, 2018 meeting as submitted.

**The motion carried.**

**5. APPROVAL OF AGENDA**

**MOTION:** By Councilmember Grassi, seconded by Mayor Pro Tem Belleci, to approve the agenda.

**The motion carried.**

**6. PUBLIC COMMENTS –** The following individual provided comment: *Dennis Flann, 2623 Lemons Beach Road.*

**7. CONSENT AGENDA**

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

- A. Receive and File: Payroll for the period ending 03/15/18, dated 03/20/18, in the total amount of Two Hundred Thirty-Five Thousand Eight Hundred Ninety-Eight and 39/100 Dollars (\$235,898.39); Claims dated 03/15/18, check nos. 51981108 through 51981151, in the total amount of One Hundred Fourteen Thousand Four Hundred Forty-Nine and 80/100 Dollars (\$114,449.80).
- B. Confirm Steven Thorndill's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.
- C. Confirm Kristen Kubitz's appointment to the Park Advisory Commission for a four-year term ending January 31, 2022.
- D. Confirm Joshua Koontz's appointment to the Economic Development Advisory Commission for a four-year term ending January 31, 2022.
- E. Confirm Michael DiGuilio's appointment to the Public Safety Advisory Commission for a four-year term ending January 31, 2022.
- F. Confirm Deputy Chief of Operations Paul Tinsley's appointment as West Pierce Fire & Rescue's representative on the Public Safety Advisory Commission effective May 1, 2018.

**The motion carried.**

## **COUNCIL CONSIDERATION**

### **8. LOT 3 DEVELOPMENT AGREEMENT**

Staff Report – City Attorney Kaser presented a resolution approving the Phase 3 Purchase and Development Agreement between the City of University Place and Verus Partners, LLC for Lot 3 of the Town Center property. He reviewed the provisions of the agreement noting the negotiated changes made to it between the parties. The project is anticipated to be two commercial buildings totaling approximately 15,000 – 25,000 square feet, for multiple commercial tenants.

Public Comment – None.

Council Consideration – **MOTION:** By Mayor Pro Tem Belleci, seconded by Councilmember Figueroa, to adopt a resolution approving a Phase 3 Purchase and Development Agreement between the City of University Place and Verus Partners, LLC for U.P. Town Center Lot 3 substantially in the form attached hereto.

**The motion carried. (RESOLUTION NO. 857)**

### **9. CITY MANAGER & COUNCIL COMMENTS/REPORTS**

City Manager Sugg informed Council that the University Place Refuse will be holding its annual spring clean-up on April 7 and 14 from 9:00 a.m. to 4:00 p.m. He also shared the construction progress of the 56<sup>th</sup>-Cirque Drive corridor improvement project.

Mayor Pro Tem Belleci reminded the public of UP for Arts' first spring concert series on April 27. She also informed them of the University Place Library's U.P. READS monthly event.

Councilmember Grassi asked the public to consider contributing to the City's beautification fund for the purchase of additional daffodil bulbs to be planted in other areas of the City.

Mayor Keel highlighted upcoming agenda items. He reminded his colleagues of a special meeting scheduled on April 30 for the Council goal setting workshop. In addition, he reported that he, along with Councilmember McCluskey and Mayor Pro Tem Belleci, attended the University Place School District's school safety program meeting. Lastly, Mayor Keel indicated that he will be working with the City Manager to gather information on the City's achievements to convey to the public.

## **STUDY SESSION**

### **10. LEGISLATIVE PROPOSAL: UNIVERSITY PLACE HISTORICAL SOCIETY LEASE EXTENSION**

City Attorney Kaser introduced a legislative proposal submitted by Councilmember McCluskey and Mayor Pro Tem Belleci to extend the lease of the Curran House to University Place Historical Society. He provided an overview on the current lease agreement terms and permitted uses. Mr. Kaser informed the Council that recently the City has undergone an audit by the Department of Revenue (DOR) as it relates to leasehold excise tax. A concern raised by DOR suggests that the City may not be able to maintain the excise tax exempt status if the House is used for residential purposes.

Councilmember McCluskey explained that the U.P. Historical Society is applying for several grants and realized that in order to secure larger funding requests, they need to have a leasehold on the property for a longer period of time than the 10 year option. The requested grants will be used to finish the upgrades and improvements to the lower part of the Curran House that will become a museum. Councilmember McCluskey indicated that the U.P. Historical Society intends to make a report to Council in the near future on what they have accomplished to date. Mayor Pro Tem Belleci indicated that the U.P. Historical Society has invested a lot of time and effort to this project and providing them with 15 additional years on the term of the lease would assist them in moving forward at a faster pace.

After discussion, Council consented to the five-year lease with two additional five-year renewal options. Council directed staff to provide additional information addressing the leasehold excise tax as it relates to the tenant and the duration of said tenancy and whether work being done at the House would be subject to public works regulations. After all legal concerns are addressed, Council directed staff to bring forth a resolution approving the lease.

### **11. TRANSPORTATION BENEFIT DISTRICT**

As a follow-up to the March 19, 2018 study session on the Transportation Benefit District (TBD), Executive Director/ACM Faison and Public Works Director Cooper provided additional information on other options to fund the pavement maintenance program, as well as detailed information on what TBD vehicle license fee level would fund a pavement management program.

After discussion on the different funding source options, the amount needed to fund the City's pavement maintenance/management program, and the question of whether to continue, end or increase TBD funding, Council determined that further discussion is needed to get a better understanding of option 3 (reduced maintenance program – collector and residential @ \$32) and option 4 (reduced maintenance program – residential @ \$26), as well as the two other options previously provided to Council – to continue the \$20 TBD or to sunset. Updated information on the pavement management system and gas use tax will also be provided and included in the discussion.

At 7:59 p.m. and 8:18 p.m., motions were made and were carried to extend the meeting to 8:20 p.m. and 8:30 p.m. respectively.

### **12. ADJOURNMENT**

The meeting adjourned at 8:21 p.m. No other action was taken.

Submitted by,

Emy Genetia  
City Clerk

# APPROVAL OF CONSENT AGENDA

City of University Place  
Voucher Approval Document

<b>Control No.:</b> 5' Agenda of: 04/16/18	<b>PREPAY</b>
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**Claim of:** Payroll for Pay Period Ending 03/31/2018

Check #	Date	Amount	Name	Check #	Date	Amount	Name
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04/05/18                      124,995.10    **Direct Deposit**

**EMPLOYEE NET    124,995.10**

318809	04/05/18	420.26	IUOE LOCAL 612
318810	04/05/18	6,152.73	IUOE LOCALS 302/612 TRUST FUND
318811	04/05/18	123.99	OHIO CHILD SUPPORT PMT CENTRAL
WIRE	04/05/18	66,315.88	AWC EMPLOYEE BENEFIT TRUST
WIRE	04/05/18	21,711.85	BANK OF AMERICA
WIRE	04/05/18	21,174.21	- 106006, VANTAGEPOINT TRANSF
WIRE	04/05/18	9,691.26	- 304197, VANTAGEPOINT TRANSF
WIRE	04/05/18	4,847.80	- 800263, VANTAGEPOINT TRANSF
WIRE	04/05/18	1,371.74	PACIFIC SOURCE ADMINISTRATORS
WIRE	04/05/18	36,306.90	WA STATE DEPT OF RETIREMENT SY
WIRE	04/05/18	2,415.66	UNUM LIFE INSURANCE COMPANY
WIRE	04/05/18	936.09	UNUM LIFE INSURANCE COMPANY
WIRE	04/05/18	229.17	- 705544, VANTAGEPOINT TRANSF
WIRE	04/05/18	2,031.27	- 106006 LOAN, VANTAGEPOINT
WIRE	04/05/18	200.87	AFLAC INSURANCE
WIRE	04/05/18	1,033.63	WA ST DEPT OF RETIREMENT SYS
WIRE	04/05/18	160.47	- 304197 LOAN, VANTAGEPOINT TR
WIRE	04/05/18	250.00	NATIONWIDE RETIREMENT SOLUTION

**BENEFIT/DEDUCTION AMOUNT    175,373.78**

**TOTAL AMOUNT    300,368.88**

**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

# PUBLIC HEARING

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

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**Proposed Council Action:**

Approve the Six-Year Transportation Improvement Plan for years 2018 - 2023 and pass the attached resolution.

**Agenda No:** 8  
**Dept. Origin:** City Engineer  
**For Agenda of:** April 16, 2018  
**Exhibits:** 6-Year TIP 2018-2023 Resolution

**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 is required by state law to adopt and annually update a Six-Year Transportation Improvement Plan (TIP). This TIP covers the years of 2018 – 2023. In order to better match upcoming grant requests, minor adjustments have been made to six projects.

These changes include the following:

- The estimated cost and schedule of project 2 – 56<sup>th</sup> St/Cirque Drive Corridor Phase 3 has been updated.
- The estimated cost and schedule of project 7 – Chambers Creek Rd/Chambers Lane Phase 1 has been updated.
- The estimated cost and schedule of project 14 – 67<sup>th</sup> Avenue Phase 1 has been updated.
- Improvements to 35<sup>th</sup> Street have been split into two projects (Projects 24A and 24B).
- Overlays to Lakewood Drive and Grandview Drive have been called out separately from the general Overlay Program line (projects 33A and 33B)

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

**ALTERNATIVES CONSIDERED**

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

**RECOMMENDATION / MOTION**

**MOVE TO:** Approve the Six-Year Transportation Improvement Plan for years 2018 - 2023 and pass the attached resolution.

RESOLUTION NO. \_\_\_\_

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

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

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

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

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

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

WHEREAS, the Six-Year Transportation Plan was amended on November 17, 1997 August 17, 1998, and July 7, 1999; and August 21, 2000, August 6, 2001, September 16, 2002, August 4, 2003, November 1, 2004, September 6, 2005, November 6, 2006, March 17, 2008, November 10, 2008 and October 5, 2009; October 18, 2010; October 24, 2011; April 30, 2012; October 15, 2012; September 16, 2013; April 14, 2014; September 8, 2015; August 1, 2016; and August 7, 2017; and

WHEREAS, a public hearing was held on the Amended Six-Year Transportation Improvement Plan on Monday, April 16, 2018;

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

Section 1. Program Adopted. The revised Six-Year Transportation Improvement Program for the City of University Place, a copy of which is attached hereto as Exhibit A, which program sets forth project locations, type of improvement and the estimated cost thereof, is hereby adopted and approved.

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

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

**ADOPTED BY THE CITY COUNCIL AT AN OPEN PUBLIC MEETING ON APRIL 16, 2018.**

\_\_\_\_\_  
Kent Keel, Mayor

**ATTEST:**

\_\_\_\_\_  
Emelita Genetia, City Clerk

**APPROVED AS TO FORM:**

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Matthew S. Kaser, City Attorney

# City of University Place

City Engineering Department

## Six – Year Transportation Improvement Plan

# 2018 - 2023

*Amended 4/16/18  
Resolution No \_\_\_\_\_*

**SIX-YEAR TRANSPORTATION PLAN  
2018 - 2023**

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## OVERVIEW

### **Purpose**

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

### **Review**

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

### **Project Selection**

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

### **Program Section**

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

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

## Funding Sources

### REVENUES

#### Arterial Street Fund

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

#### General Fund

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

#### Surface Water Management Funds

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

#### Real Estate Excise Tax

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

#### Traffic Impact Fees

The City has passed a Traffic Impact Fee for increased street use based on development within the City. The TIF will generate funds to improve streets and related infrastructure directly attributable to the increased development. The TIF project list is included as the last section of this document.

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

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

#### SAFETEA-LU

The Safe, Accountable, Flexible, Efficient, Transportation Equity Act (SAFETEA-LU) funds transportation enhancement activities designed to strengthen the cultural, aesthetic and environmental aspects of the Nation's inter-modal transportation system. The program provides for the

## City of University Place, Washington

implementation of non-traditional projects, such as bike and pedestrian facilities, safety and education activities for pedestrians and bicyclists, landscape and scenic beautification, and the mitigation of water pollution from run-off. Funding is based on a Federal share of 86.5 percent, with a 13.5 percent local match.

### CMAQ

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

### STP

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

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

### TSNS

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

## **STATE FUNDING SOURCES (TPP, AIP, PSMP)**

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

## City of University Place, Washington

### TPP

The Transportation Partnership Program (TPP), formerly the Transportation Improvement Account (TIA), is funded from 1-1/2 cents of the motor vehicle fuel tax. It provides transportation project funding for urban counties, cities with populations of over 5,000, and Transportation Benefit Districts (TBD). TPP projects must meet multi-agency planning and coordination and public/private cooperation criteria, in order to further the goal of achieving a balanced transportation system in Washington State. Projects must be attributable to congestion caused by economic development or growth; consistent with state, regional and local comprehensive plans contributions; and be partially funded by local contributions (including transit and rail). Projects are eligible for cost reimbursement of up to 80 percent, and receive a higher priority if their local contribution is greater than the 20 percent minimum match and includes private sector funds.

### AIP

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

### PSMP

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

## PROGRAM SECTIONS NARRATIVE

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

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

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

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

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

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

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

## City of University Place, Washington

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

**City of University Place, Wa.**  
**6 YEAR TRANSPORTATION IMPROVEMENT PLAN**  
**2018 - 2023**  
**Project Types**

Project Type	Project #	Project Name	Project Limits
E	1	56th St/Cirque Corridor Phase 1	67th Avenue to Orchard Street
E	2	56th St/Cirque Corridor Phase 3	Grandview Dr. to 83rd Ave
T	3	Mildred St/Regents Intersection Improvements	Intersection of 67th Ave & Regents Blvd to 19th Street
E	4	27th St W - Phase 2	Grandview Drive to Bridgeport Way
E	5	27th St W - Undergrounding	Grandview Drive to Bridgeport Way
T	6	Cirque/67th Intersection	Cirque Dr and 67th Ave Intersection
E	7	Chambers Creek Road/Chambers Lane Phase 1	81st Ave W to Bridgeport Way
E	8	Chambers Creek Road/Chambers Lane Phase 2	64th Street to 81st Ave
E	9	Chambers Creek Road Crosswalk	8100 Block
R	10	Chambers Creek Trail Connection	Phillips Rd to Bridgeport Way
E	11	Bridgeport Way Phase 4	Chambers Lane to South City Limits
E	12	44th Street W Phase 1b	Bridgeport Way to 67th Avenue
R	13	Alameda North - Phase 2	Cirque Drive W. to 44th St. W.
E	14	67th Ave Phase 1	Regents Blvd to 40th Street
E	15	67th Ave Phase 2	Bridgeport Way to Cirque Dr
E	16	67th Ave Phase 3	Cirque Dr to 40th St
R	17	40th Street Phase 3	7200 Block to 67th Ave
E	18	Grandview Drive - Phase 5b	27th Street to 19th Street
R	19	Alameda South	From current southern terminus to 67th Ave. W. (South extension)
T	20	40th Street/Bridgeport Intersection	40th St/Bridgeport Intersection
R	21	Larson Lane North	3600 Block to 35th Street
E	22	Sunset Drive	Cirque Drive to 19th Street
E	23	Elwood Drive Phase 2	29th Street to 27th Street
E	24 A	35th Street Improvements Phase 1	Bridgeport Way to 67th Ave
E	24 B	35th Street Improvements Phase 2	Grandview Dr to Bridgeport Way
E	25	Beckonridge Drive Phase 2	Grandview Drive to Cirque Drive
E	26	Lemmons Beach/31st Street/Parkway	City Limits to Elwood Drive
E	27	44th Street Phase 2b	Elwood Dr to Sunset Dr
E	28	44th Street Phase 2c	Sunset Dr to Bridgeport Way
E	29	27th Street	Grandview Drive to City Limits
E	30	Chambers Creek Road "C"	Chambers Lane to Bridgeport Way
E	31	54th Street Phase 2	79th Ave to Bridgeport Way
E	32	Elwood Drive Phase 1b	Cirque Drive to 40th Street
R	33	Street Overlay Program	Various Locations
R	33 A	Lakewood Drive Overlay	64th St to Hanna Pierce Rd
R	33 B	Grandview Drive Overlay	Cirque Dr to 56th St
R	34	Mildred Street Overlay	19th Street to Regents Blvd
R	35	67th Ave Overlay	37th St to 44th St
E	36	37th Street Pedestrian Connection	Sunset Drive to 7900 Block
E	37	57th Avenue Connection	Cirque Drive to 5800 Block
E	38	Drexler Drive North	37th St to Homestead Park Boundary
R/T	39	Drexler Drive South	40th St to 42nd St
R/T	40	Larson Lane South - Phase 1	37th Street to 38th Street
R/T	41	Larson Lane South - Phase 2	38th Street to 40th Street
R/T	42	Larson Lane South - Phase 3	40th Street to 42nd Street
R/T	43	42nd Street - Phase 1	Drexler Drive to Bridgeport Way
R/T	44	42nd Street - Phase 2	Bridgeport Way to Larson Lane
T	45	40th Street/67th Avenue Intersection	40th Street/67th Ave Intersection
R/T	46	56th Street Phase 2	89th Ave to 8500 block of 54th Street
R/T	47	70th Ave Phase 2	27th Street to 19th Street
R/T	48	37th Street Phase 1	Market Place to Drexler Drive
R/T	49	37th Street Phase 2	7900 Block to Bridgeport Way
E	50	ADA Transition Plan Improvements	Various

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

**City of University Place, WA.**  
**Six-Year Transportation Plan**  
**2018 - 2023**

Adoption Date: 4/16/18

Resolution Number: \_\_\_\_\_

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

(Project Costs in 2018 Dollars X 1000)

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)				
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023
14	F	<b>1 - 56th St/Cirque Dr Corridor Phase 1</b> City of University Place 67th Avenue to Orchard Street	06	1.000	G C P S T W	PE / 15 RW / 15 CN / 17	F F	** ** 425			** ** ** 75	0 0 500	0 0 500	0 0 0	0 0 0	
		Construct curbs, gutters, sidewalk and bike lanes filling in the gaps where none exist. Streetlighting on both sides ** Spent in previous period	PROJECT TOTAL					425	0	75	500	0	0	0	0	
16	P/F	<b>2 - 56th St/Cirque Dr Corridor Phase 3</b> City of University Place Grandview Drive to 83rd Ave	06	1.500	G C P S T W	PE / 18 RW / N/A CN / 21	F* P**	100 2,150			15 379	115 2,529	65 0 0	50 0 0	0 0 2,529	0 0 2,529
		Curb & gutter, bike lane, sidewalk, street lights and landscaping on both sides where none exist. Signalized crosswalk. *PE funded under joint UP/Tacoma corridor design grant **Local funds are available/secured	PROJECT TOTAL					2,250	0	394	2,644	65	50	0	2,529	
16	P	<b>3 - Mildred St/Regents Intersection Improvements</b> City of University Place Int. of 67th Ave and Regents Blvd.	12	0.341	G C P S T W	PE / 20 RW / 21 CN / 22			P P P	100 150 825	0 0 0	100 150 825	0 0 0	100 0 825	0 150 975	
		Construct intersection improvements.	PROJECT TOTAL					0	1,075	0	1,075	0	0	100	975	
16	F	<b>4 - 27th St W - Phase 2</b> City of University Place Grandview Drive to Bridgeport Way	06	0.625	G C P S T W	PE / 16 RW / N/A CN / 18	F F F	** 1,224			0 0 216	0 0 1,440	0 0 1,440	0 0 0	0 0 0	
		Construct concrete curb, gutter, bicycle lanes, sidewalk and planter strip on south side of the street. Include bicycle lanes, storm drainage, and street lighting. ** Spent in previous period	PROJECT TOTAL					1,224	0	216	1,440	0	0	0	0	
16	P	<b>5- 27th St W - Undergrounding</b> City of University Place Grandview Drive to Bridgeport Way	06	0.625	G C P S T W	PE / 18 RW / N/A CN / 18				0 0 1,000	10 0 1,000	10 0 1,000	0 0 0	0 0 0	0 0 0	
		Underground utilities	PROJECT TOTAL					0	0	1,010	1,010	1,010	0	0	0	
16	P	<b>6 - Cirque/67th Intersection</b> City of University Place Cirque Drive and 67th Avenue Intersection	12	n/a	G C P S T W	PE / 20 RW / 21 CN / 22				0 0 340	60 100 340	60 100 340	0 0 0	60 0 340	0 100 440	
		Construct intersection improvements	PROJECT TOTAL					0	0	500	500	500	0	60	440	

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)					
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023	
16	P	<b>7 - Chambers Creek Rd/Chambers Ln Phase 1</b>	06	1.420	G C P S T W	PE / 19	P**	255		0	45	300	PE	0	0	0	300
		RW / NA				P**	0		0	0	RW	0	0	0	0		
		CN / 20				P**	1,823		0	322	2,145	CN	0	0	0	2,145	
		Construct curb, gutter, sidewalk and bike lane both sides, with intersection improvements and crossings											<b>Total</b>	0	0	0	2,445
**Local funds are available/secured							PROJECT TOTAL		2,078	0	367	2,445					
16	P	<b>8 - Chambers Creek Rd Phase 2</b>	06	1.420	G C P S T W	PE / 19	P	100		0	16	116	PE	0	116	0	0
		RW / 20				P	285		0	45	330	RW	0	0	330	0	
		CN / 22				P	1,800		0	281	2,081	CN	0	0	0	2,081	
		Construct curb, gutter, sidewalk and bike lane both sides, with intersection improvements and crossings											<b>Total</b>	0	116	330	2,081
PROJECT TOTAL							2,185	0	342	2,527							
16	P	<b>9 - Chambers Creek Rd crosswalk</b>	06	n/a	G C P S T W	PE / 18	P	50		0	8	58	PE	58	0	0	0
		RW / NA				P	0		0	0	0	RW	0	0	0	0	
		CN / 19				P	150		0	24	174	CN	174	0	0	0	
		Construct pedestrian crosswalk at 8100 block											<b>Total</b>	232	0	0	0
PROJECT TOTAL							200	0	32	232							
14	P	<b>10 - Chambers Creek Trail Connection Phillips Rd to Bridgeport</b>	06	1.000	G C P S T W	PE / 19	P**	150		0	24	174	PE	0	174	0	0
		RW / NA				P**	0		0	0	0	RW	0	0	0	0	
		CN / 20				P**	1,730		0	270	2,000	CN	0	0	2,000	0	
		Construct multi use path from Phillips Road to Bridgeport Way with connections to the Chambers Creek trail system. Construct new pedestrian/bicycle bridge across Chambers/Leach Creek. *Project is part of a multi-jurisdictional trail improvement project. The portion of this connection between Leach Creek and Philips Road is in the City of Lakewood.											<b>Total</b>	0	174	2,000	0
**Local funds are available/secured							PROJECT TOTAL		1,880	0	294	2,174					
14	F	<b>11 - Bridgeport Way Phase 4</b>	06	1.000	G C P S T W	PE / 10	F	**		0	**	0	PE	0	0	0	0
		RW / 17				F	**		0	**	0	RW	0	0	0	0	
		CN / 18				F	1,730		0	270	2,000	CN	1,500	500	0	0	
		Construct sidewalk, concrete curb, gutter, bikelane, street lighting, landscaping, overlay, and intersection improvements. ** Spent in previous period											<b>Total</b>	1,500	500	0	0
PROJECT TOTAL							1,730	0	270	2,000							
17	P	<b>12- 44th Street W Phase 1b</b>	06	0.511	G C P S T W	PE / 20	P	87			13	100	PE	0	0	100	0
		RW / 21				P	78			12	90	RW	0	0	0	90	
		CN / 22				P	690			110	800	CN	0	0	0	800	
		Construct curbs, gutters, sidewalks, bike lanes, street lighting and landscaping south side of the street											<b>Total</b>	0	0	100	890
PROJECT TOTAL							855	0	135	990							
17	P	<b>13 - Alameda North Phase 2</b>	01	1.023	G C P S T W	PE / 20	P	87			13	100	PE	0	0	100	0
		RW / 21				P	43			7	50	RW	0	0	0	50	
		CN / 22				P	1,522			238	1,760	CN	0	0	0	1,760	
		Construct curbs, gutters, sidewalks, bike lane, street lights west side.											<b>Total</b>	0	0	100	1,810
PROJECT TOTAL							1,652	0	258	1,910							



Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)							
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023			
19	P	<b>21 - Larson Lane North</b> City of University Place 3600 blk to 35th Street  Construct concrete curb, gutter, and sidewalks on both sides	01	0.600	G C P S T W	PE / 19 RW / 19 CN / 20						85 460 1,210	85 460 1,210	PE RW CN Total	0 0 0 0	85 460 0 545	0 0 1,210 1,210	0 0 0 0	
PROJECT TOTAL								0		0	1,755	1,755							
17	P	<b>22 -Sunset Drive</b> City of University Place Cirque Drive to 19th Street  Construct concrete curb, gutter, bike lane and sidewalk on one side.	06	2.008	G C P S T W	PE / 20 RW / 21 CN / 22	P P P	140 56 3,025				25 9 475	165 65 3,500	PE RW CN Total	0 0 0 0	0 0 0 0	165 0 0 165	0 65 3,500 3,565	
PROJECT TOTAL								3,221		0	509	3,730							
17	P	<b>23 - Elwood Drive Phase 2</b> City of University Place 29th Street to 27th Street  Construct concrete curb, gutter, bike lanes and sidewalks on the west side of the street.	06	0.133	G C P S T W	PE / 20 RW/NA CN / 21	P P P	56 0 173				9 0 27	65 0 200	PE RW CN Total	0 0 0 0	0 0 0 0	65 0 0 65	0 0 200 200	
PROJECT TOTAL								229		0	36	265							
17	P/F	<b>24 A - 35th Street Improvements Phase 1</b> City of University Place Bridgeport Way to 67th Ave  Construction of curb, gutter, sidewalk and bicycle lanes on both sides of street.  **Local funds are available/secured	06	1.000	G C P S T W	PE / 19 RW / 20 CN / 23	F F P**	125 150 1,955				22 26 345	147 176 2,300	PE RW CN Total	0 0 0 0	100 0 0 100	47 176 0 223	0 0 2,300 2,300	
PROJECT TOTAL								2,230		0	393	2,623							
17	P/F	<b>24 B - 35th Street Improvements Phase 2</b> City of University Place Grandview Drive to Bridgeport Way  Construction of curb, gutter, sidewalk and bicycle lanes on both sides of street.	06	1.000	G C P S T W	PE / 19 RW / 20 CN / 23	F F P	130 37 1,955				23 9 345	153 46 2,300	PE RW CN Total	0 0 0 0	100 0 0 100	53 46 0 99	0 0 2,300 2,300	
PROJECT TOTAL								2,122		0	377	2,499							
17	P	<b>25 - Beckonridge Drive Phase 2</b> City of University Place Grandview Drive to Cirque Drive  Construct concrete curb, gutter, sidewalk, and bike lane on the east side of the street.	06	0.530	G C P S T W	PE / 22 RW / NA CN / 23	P P P	130 0 650				20 0 100	150 0 750	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	150 0 750 900	
PROJECT TOTAL								780		0	120	900							
17	P	<b>26 - Lemmons Beach/31st Street/Parkway</b> City of University Place City Limits to Elwood Drive  Construct concrete curb, gutter and sidewalk on both sides of the street.	06	1.000	G C P S T W	PE / 21 RW / 22 CN / 23	P P P	87 56 2,950				13 9 460	100 65 3,410	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	100 65 3,410 3,575	
PROJECT TOTAL								3,093		0	482	3,575							

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)					
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023	
17	P	<b>27 - 44th Street Phase 2b</b>	06	0.549	G C P S T W	PE / 21	P	87			13	100	PE	0	0	0	100
		RW / 22				P	48			7	55	RW	0	0	0	55	
		CN / 23				P	190			30	220	CN	0	0	0	220	
		Construct curb, gutter, sidewalk, bike lane, and street lights on north side of street.											<b>Total</b>	0	0	0	375
PROJECT TOTAL								325		0	50	375					
17	P	<b>28 - 44th Street Phase 2c</b>	06	0.549	G C P S T W	PE / 20	P	87			13	100	PE	0	0	100	0
		RW / NA				P				0	0	RW	0	0	0	0	
		CN / 22				P	577			90	667	CN	0	0	0	667	
		Construct curb, gutter, sidewalk, bike lane, street lights, and landscaping on south side of the street.											<b>Total</b>	0	0	100	667
PROJECT TOTAL								664		0	103	767					
17	P	<b>29 - 27th Street</b>	06	0.625	G C P S T W	PE / 21	P	173			27	200	PE	0	0	0	200
		RW / 22				P	56			9	65	RW	0	0	0	65	
		CN / 23				P	951			149	1,100	CN	0	0	0	1,100	
		Construction of curb, gutter, sidewalk, bicycle lane one side and enclosed storm drainage system.											<b>Total</b>	0	0	0	1,365
PROJECT TOTAL								1,180		0	185	1,365					
17	P	<b>30 - Chambers Creek Road "C"</b>	06	0.511	G C P S T W	PE / 19	P	130			20	150	PE	0	100	50	0
		RW / 20				P	78			12	90	RW	0	0	60	30	
		CN / 21				P	1,900			300	2,200	CN	0	0	0	2,200	
		Construct curb, gutter, sidewalk sand bike lanes both sides side.											<b>Total</b>	0	100	110	2,230
PROJECT TOTAL								2,108		0	332	2,440					
17	P	<b>31 - 54th Street Phase 2</b>	06	0.379	G C P S T W	PE / 20	P	56			9	65	PE	0	0	65	0
		RW / 21				P	39			6	45	RW	0	0	0	45	
		CN / 22				P	333			52	385	CN	0	0	0	385	
		Construct concrete curb, gutter and sidewalks on the south side of the street.											<b>Total</b>	0	0	65	430
PROJECT TOTAL								428		0	67	495					
17	P	<b>32 - Elwood Drive Phase 1b</b>	06	0.625	G C P S T W	PE / 21	P	87			13	100	PE	0	0	0	100
		RW / 22				P	78			12	90	RW	0	0	0	90	
		CN / 23				P	779			121	900	CN	0	0	0	900	
		Construct curb, gutter, sidewalk, bike lane, and street lights on west side of street.											<b>Total</b>	0	0	0	1,090
PROJECT TOTAL								944		0	146	1,090					
14/16 17/19	P	<b>33 - Street Overlay Program</b>	07		G C P S T W	varies	P	87			13	100	PE	0	0	0	100
Various Locations						RW / NA					0	0	RW	0	0	0	0
*Overlay program to be completed on various City streets.						varies	P	3,460			540	4,000	CN	0	0	0	4,000
PROJECT TOTAL								3,547		0	553	4,100	<b>Total</b>	0	0	0	4,100

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)						
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023	
16	F	<b>33 A - Lakewood Drive Overlay</b>	07	0.300	G C P S T W	PE / 21	p**	69			11	80	PE	0	0	0	80
		City of University Place											RW	0	0	0	0
		64th St to Hanna Pierce Rd											CN	0	0	0	465
		Asphalt overlay - full street											<b>Total</b>	0	0	0	545
**Local funds are available/secured							PROJECT TOTAL	471	0	74	545						
16	F	<b>33 B - Grandview Drive Overlay</b>	07	0.400	G C P S T W	PE / 18	p**	17		3	20	PE	20	0	0	0	
		City of University Place										RW	0	0	0	0	
		Cirque Drive to 56th St										CN	400	0	0	0	
		Asphalt overlay - full street										<b>Total</b>	420	0	0	0	
**Local funds are available/secured							PROJECT TOTAL	357	0	63	420						
16	F	<b>34 - Mildred Street Overlay</b>	07	0.500	G C P S T W	PE / 18	F	17		3	20	PE	20	0	0	0	
		City of University Place										RW	0	0	0	0	
		19th St to Regents Blvd										CN	400	0	0	0	
		Asphalt overlay - full street										<b>Total</b>	420	0	0	0	
**Local funds are available/secured							PROJECT TOTAL	357	0	63	420						
16	F	<b>35 - 67th Ave Overlay</b>	07	0.750	G C P S T W	PE / 18	F	42		8	50	PE	50	0	0	0	
		City of University Place										RW	0	0	0	0	
		37th St to 44th St										CN	412	0	0	0	
		Asphalt overlay - full street										<b>Total</b>	462	0	0	0	
**Local funds are available/secured							PROJECT TOTAL	392	0	70	462						
19	P	<b>36- 37th Street Pedestrian Connection</b>	01	0.114	G C P S T W	PE / 20	p**	70		10	80	PE	0	0	80	0	
		City of University Place										RW	0	0	0	0	
		Sunset Drive to 7900 Block										CN	0	0	0	500	
		Construct Pedestrian connection to Sunset Drive										<b>Total</b>	0	0	80	500	
**Local funds are available/secured							PROJECT TOTAL	503	0	77	580						
19	P	<b>37 - 57th Avenue Connection</b>	01	0.152	G C P S T W	PE / 19				100	100	PE	0	100	0	0	
		City of University Place										RW	0	65	0	0	
		Cirque Drive to 5800 Block										CN	0	0	800	0	
		Construct roadway to complete connection										<b>Total</b>	0	165	800	0	
**Local funds are available/secured							PROJECT TOTAL	0	0	965	965						
19	P	<b>38 - Drexler Drive North</b>	01	0.150	G C P S T W	PE / 18				25	25	PE	25	0	0	0	
		City of University Place										RW	0	0	0	0	
		37th Street to Homestead Park boundary										CN	0	75	0	0	
		Construct sidewalks, and final overlay										<b>Total</b>	25	75	0	0	
**Local funds are available/secured							PROJECT TOTAL	0	0	100	100						

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)					
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023	
19	P	<b>39 - Drexler Drive South</b> City of University Place 40th Street to 42nd Street  Construct roadway for town center grid	01	0.150	G C P S T W	PE / 20 RW / 21 CN / 22					150 100 700	150 100 700	PE RW CN Total	0 0 0 0	0 0 0 0	150 0 0 150	0 100 700 800
PROJECT TOTAL							0	0	950	950							
19	P	<b>40 - Larson Lane South Phase 1</b> City of University Place 37th Street to 38th Street  Construct roadway for town center grid	01	0.100	G C P S T W	PE / 19 RW / 19 CN / 19					50 295 200	50 295 200	PE RW CN Total	0 0 0 0	50 295 200 545	0 0 0 0	0 0 0 0
PROJECT TOTAL							0	0	545	545							
19	P	<b>41 - Larson Lane South Phase 2</b> City of University Place 38th Street to 40th Street  Construct roadway for town center grid	01	0.250	G C P S T W	PE / 21 RW / 22 CN / 23					150 1,475 965	150 1,475 965	PE RW CN Total	0 0 0 0	0 0 0 0	150 1,475 965 2,590	
PROJECT TOTAL							0	0	2,590	2,590							
19	P	<b>42 - Larson Lane South Phase 3</b> City of University Place 40th Street to 42nd Street  Construct roadway for town center grid	01	0.250	G C P S T W	PE / 21 RW / 22 CN / 23					150 1,100 880	150 1,100 880	PE RW CN Total	0 0 0 0	0 0 0 0	150 1,100 880 2,130	
PROJECT TOTAL							0	0	2,130	2,130							
19	P	<b>43 - 42nd Street Phase 1</b> City of University Place Drexler Drive to Bridgeport Way  Construct roadway for town center grid	01	0.110	G C P S T W	PE / 21 RW / 22 CN / 23					50 250 650	50 250 650	PE RW CN Total	0 0 0 0	0 0 0 0	50 250 650 950	
PROJECT TOTAL							0	0	950	950							
19	P	<b>44 - 42nd Street Phase 2</b> City of University Place Bridgeport Way to Larson Lane  Construct roadway for town center grid	01	0.110	G C P S T W	PE / 21 RW / 22 CN / 23					75 300 539	75 300 539	PE RW CN Total	0 0 0 0	0 0 0 0	75 300 539 914	
PROJECT TOTAL							0	0	914	914							
16	P	<b>45 - 40th Street/67th Avenue Intersection</b> City of University Place 40th Street and 67th Avenue Intersection  Construct intersection improvements	12	n/a	G C P S T W	PE / 21 RW / 22 CN / 23					0 0 340	60 100 340	PE RW CN Total	0 0 0 0	0 0 0 0	60 100 340 500	
PROJECT TOTAL							0	0	500	500							

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)						
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	1st 2018	2nd 2019	3rd 2020	4th-6th 2021-2023	
17	P	<b>46 - 56th Street Phase 2</b> City of University Place 89th Ave to 8500 block of 54th Street  Connect 56th Street to 54th Street. Construct roadway and pedestrian improvements	01	0.250	G C P S T W	PE / 21 RW / 22 CN / 23	P P P	173 692 1,645	0 0 0	27 108 255	200 800 1,900	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	200 800 1,900 2,900	
PROJECT TOTAL								2,510	0	390	2,900						
17	P	<b>47 - 70th Avenue Phase 2</b> City of University Place 27th Street to 19th Street  Sidewalk, curb, gutter, landscaping, bike lane, and streetlights on the east side between 27th and 19th	01	0.246	G C P S T W	PE / 21 RW / 22 CN / 23	P P P	87 346	0 0 0	13 0 54	100 0 400	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	100 0 400 500	
PROJECT TOTAL								433	0	67	500						
19	P	<b>48 - 37th Street Phase 1</b> City of University Place Market Place to Drexler Drive (South Side)  Construct sidewalk and street lighting along the south side of the street.  **Local funds are available/secured	01	0.057	G C P S T W	PE / 19 RW / N/A CN / 20	P P P	0 0 0	0 0 80	20 0 80	20 0 80	PE RW CN Total	0 0 0 0	20 0 0 20	0 0 80 80	0 0 0 0	
PROJECT TOTAL								0	0	100	100						
19	P	<b>49 - 37th Street Phase 2</b> City of University Place 7900 Block to Bridgeport Way  Construct sidewalk and street lighting along both sides of the street Bridgeport to Larson and along the north side of the street Larson to current end of street .  **Local funds are available/secured	01	0.057	G C P S T W	PE / 21 RW / N/A CN / 22	P P P	87 562	0 0 88	13 0 88	100 0 650	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	100 0 650 750	
PROJECT TOTAL								649	0	101	750						
17	P	<b>50 - ADA Transition Plan Improvements</b> City of University Place Varies  Update existing ADA facilities to current standards	01		G C P S T W	PE / 21 RW / 22 CN / 23	P P P	0 0 0	0 0 100	50 50 100	50 50 100	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	50 50 100 200	
PROJECT TOTAL								0	0	200	200						
<b>GRAND TOTAL</b>								<b>53,693</b>	<b>1,075</b>	<b>23,008</b>	<b>78,025</b>			<b>6,074</b>	<b>2,835</b>	<b>7,577</b>	<b>61,539</b>

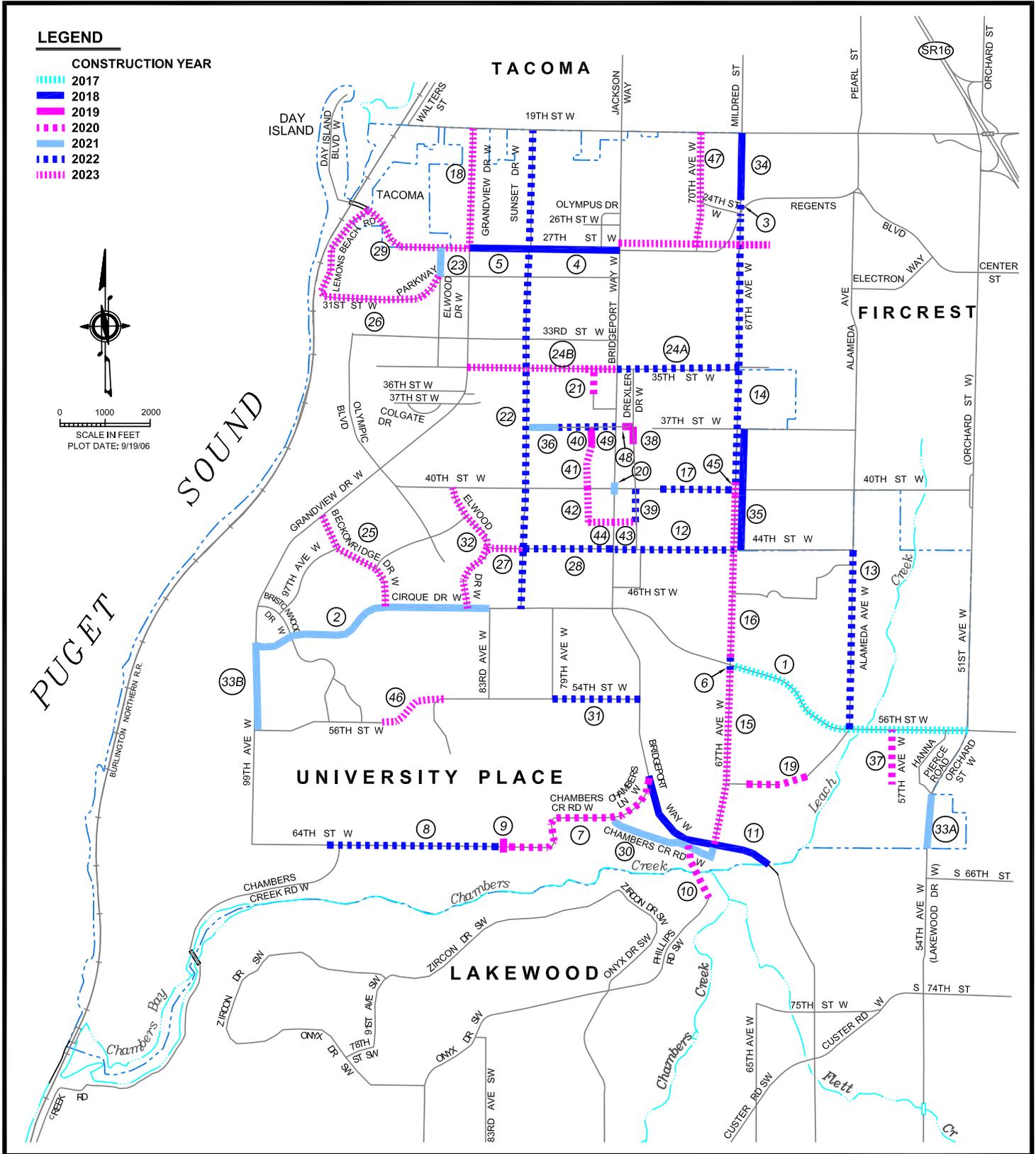
**LEGEND**

**CONSTRUCTION YEAR**

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023



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



**CITY OF UNIVERSITY PLACE  
PUBLIC WORKS 6 YEAR  
TRANSPORTATION  
IMPROVEMENT PROGRAM  
2018-2023**

- 33 Street overlay program located throughout the arterial network, various years
- 50 ADA Transition Plan Improvements located throughout the arterial network, 2023

<b>Recommended Traffic Impact Fee Project List</b>					
<b>TIF: \$3,199</b>					
<b>Project Name</b>	<b>Project Costs</b>	<b>Percentage Allocation</b>		<b>\$ Allocation</b>	
	<b>Total</b>	<b>Expansion</b>	<b>Existing Need</b>	<b>Expansion</b>	<b>Existing Need</b>
67th Avenue (Regents Blvd. to 19th Street) Phase 1	1,000,000	100.00%	0.00%	1,000,000	-
Alameda Connection South (Southern terminus to 67th Ave. W.)	600,000	80.00%	20.00%	480,000	120,000
40th Street and Bridgeport Intersection	750,000	100.00%	0.00%	750,000	-
27th Street and Bridgeport Intersection	750,000	100.00%	0.00%	750,000	-
40th Street and 67th Avenue Intersection	500,000	100.00%	0.00%	500,000	-
Cirque Drive and 67th Avenue Intersection	500,000				
Drexler Drive North (37th Street to 35th Street)	2,713,723	100.00%	0.00%	2,713,723	-
Larson Lane North / 35th St. (3600 blk to 35th St. / Larson Lane to Bridgeport)	1,750,000	100.00%	0.00%	1,750,000	-
Larson Lane South (37th to 38th)	500,000	100.00%	0.00%	500,000	-
42nd Street (Drexler Drive to Bridgeport Way)	950,000	100.00%	0.00%	950,000	-
Town Center Drive - Market Street (Bridgeport Way to 37th Street)	3,612,804	100.00%	0.00%	3,612,804	-
<b>TOTAL</b>	<b>\$ 13,626,527</b>			<b>\$ 13,006,527</b>	<b>\$ 120,000</b>

Note: The above project list reflects a 10 year program (2011 - 2021). Some projects have been completed and are not included on the current 6-yr TIP

# COUNCIL CONSIDERATION

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

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**Proposed Council Action:**

Adopt a resolution amending the Development Services Fee Schedule.

**Agenda No:** 9  
**Dept. Origin:** Planning & Development Services  
**For Agenda of:** April 16, 2018  
**Exhibits:** Resolution  
Exhibit A - Fee Schedule

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

Expenditure Required \$ 0.00	Amount Budgeted \$0.00	Appropriation Required: \$0.00
---------------------------------	---------------------------	-----------------------------------

**SUMMARY / POLICY ISSUES**

The Development Services fee schedule last updated in 2013 needs to be updated to add fees for new services in accordance with Ordinance 12. New fees have been added for a new Floodplain Development Permit recommended by the State Department of Ecology and for Floodplain Certificate and Floodplain Amendment reviews. Also added is a fee for a Fire Code Emergency Responder Radio Coverage review, Shoreline Permit Exemption, and Property Notification mailing labels and map, a service previously provided by the County or title companies. The Temporary Sign Permit deposit fee has been removed per City Council direction and an Energy Code fee Scrivener's error has been corrected.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a resolution amending the Development Services Fee Schedule.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING  
RESOLUTION NO. 729, DEVELOPMENT SERVICES FEES**

WHEREAS, by ordinance, the City has authorized fees and charges for services provided by the City; and

WHEREAS, the City desires to recover the cost of services where fees may be appropriate; and

WHEREAS, to recover the cost for services the City needs to amend the existing Development Services Fees to add fees for services the City offers but is not charging for, adjust the fee for Tree Preservation Plan Review for parcels between ½ and 2 acres, reduce the Tree Preservation Plan Review fee for single family residential lots, eliminate the temporary sign permit deposit fee, and amend text to reflect current staff responsibilities.

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

Section 1. Development Services Fees Amended. The fees and charges for Development Services are hereby amended as set forth in the Development Services Fee Schedule as set forth in Exhibit A.

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

**ADOPTED BY THE CITY COUNCIL AT AN OPEN PUBLIC MEETING ON APRIL 16, 2018.**

\_\_\_\_\_  
Kent Keel, Mayor

**ATTEST:**

\_\_\_\_\_  
Emelita Genetia, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Matthew S. Kaser, City Attorney

## EXHIBIT A

# DEVELOPMENT SERVICES FEE SCHEDULE

### **BUILDING PERMIT FEES**

The Building Permit Fees shall be based upon valuation and shall be assessed in accordance with the following valuation table:

<b>Total Valuation*</b>	<b>Fee</b>
\$1.00 to \$500 .....	\$26.45
\$501 to \$2,000 .....	\$26.45 for the first \$500.00 plus \$4.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001 to \$25,000 .....	\$86.45 for the first \$2,000.00 plus \$16.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000 .....	\$454.45 for the first \$25,000.00 plus \$11.90 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001 to \$100,000 .....	\$751.95 for the first \$50,000.00 plus \$7.65 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 to \$1,000,000 .....	\$1,134.45 for the first \$100,000.00 plus \$6.70 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001 to \$5,000,000 .....	\$7,164.45 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001 to \$50,000,000 .....	\$23,164.45 for the first \$5,000,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000,000.00
\$50,000,001 and above .....	\$180,664.45 for the first \$50,000,000.00 plus \$2.95 for each additional \$1,000.00 thereafter

### Other Inspections and Fees

1. Inspections outside of normal business hours (*minimum two hours*) \*\*\$100.00 (*per hour*)
2. Reinspection fees (*minimum one hour*) \*\*\$100.00 (*per hour*)
3. Inspection fees other than those listed in the adopted building codes (*minimum one hour*) \*\*\$100.00 (*per hour*)
4. Additional plan review required by changes, additions or revisions to approved plans \*\*\$125.00 (*per hour*)
5. For use of outside consultants for plan review or inspection, or both \*\*\*actual cost  
(*including overhead*)
6. A General Development Services Support Fee of 12 percent (12%) will be added to all Building Permit Fees to cover overhead charges.
7. Investigation Fees / Work Without a Permit double the permit fee

\* Total valuation shall be determined by the Building Official in accordance with nationally accepted industry standards. The listing of unit valuations presented shall be used as the standard for normal construction projects. For unusual projects that are not specifically listed, national construction estimating tools such as the Building *Construction Cost Data* by R.S. Means or the BNI Construction Costbook will be used as a guide for determination of valuation.

\*\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, hourly wages and benefits of the employees involved.

\*\*\* The applicant is responsible for the following fees incurred by the City from outside consultants or experts:  
 (1) Expenses associated with permit review, approval, and issuance; (2) expenses associated with the applicant's failure to comply with the permit and applicable City codes; and (3) expenses associated with the City's evaluation and mitigation of hazardous conditions arising from the applicant's failure to comply with the approved permit and applicable codes.

***PLAN REVIEW FEE***

Plan Review Fees shall be 65 percent (65%) of the Building Permit Fee with a minimum fee of one half hour (~~\$62.50~~). In addition to the Building and Fire Code Fees, other fees may be assessed for a specific permit or investigation when applicable.

**MECHANICAL CODE FEES**

**Permit Issuance Flat Fees (residential)**

New Single-Family Residence / Duplex / Condo (as defined by the International Residential Code) ..... \$ 269.80

**Permit Issuance (not listed above)**

For the issuance of each permit  
 1. .... \$ 32.40

2. Commercial Mechanical Permit Fees (commercial building as defined by the International Building Code)

Tenant Improvement Fees shall be based upon fixtures installed per the Unit Fee Schedule listed below up to an estimated value of \$5,000.00. Values greater than \$5,000.00 may be determined by the stated value.

New Commercial Structure Fees shall be calculated for all mechanical systems and fixtures using the following table. Valuation is determined based on the prevailing fair market value of the materials, labor, and equipment needed to complete the work. The permit fee is due at issuance.

Commercial Mechanical Permit Fee based on the following valuation table:

Total Valuation	Fee
Up to \$1,000 .....	\$31.75
\$1,001 to \$100,000 .....	\$31.75 for the first \$1,000.00 plus \$18.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001 and above .....	\$1,813.75 for the first \$100,000.00 plus \$13.25 for each additional \$1,000.00 thereafter and fraction thereof

3. Commercial Mechanical Review Fees

When plans and/or specifications for the mechanical installation are reviewed by the Building Official, the fee is 50 percent (50%) of the fee calculated for the Mechanical Permit Fee based on the table above. In addition to the Mechanical Permit Fee the Plan Review Fee is due at issuance with a minimum fee of one half hour (\$ 62.50).

**Unit Fee Schedule (in addition to item 1)**

1. **Furnaces.** For the installation or relocation of each forced air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW) ..... \$ 18.35

For the installation or relocation of each forced air or gravity-type furnace or burner, including ducts and vents attached to such an appliance over 100,000 Btu/h (29.3 kW) ..... \$ 22.65

For the installation or relocation of each floor furnace, including vent ..... \$ 18.35

For the installation or relocation of each suspended heater, recessed wall heater, or floor mounted unit heater ..... \$ 18.35

2. **Appliance Vents.** For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit ..... \$ 10.75

3. **Repairs and Additions.** For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporation ..... \$ 18.35

cooling system, including installation of controls regulated by the Mechanical Code

4. <b>Roof</b>	<b>Top</b>	<b>Units</b>	
.....			\$ 107.90
5. <b>Boilers, Compressors, and Absorption Systems.</b>	For the installation or relocation of each boiler or compressor to and including three horsepower (10.6 kW) or for each absorption system to and including 100,000 Btu/h (29.3 kW)		\$ 18.35
.....			
For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW) or for each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)			
.....			
.....			\$ 32.40
.....			
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or for each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)			\$ 43.15
.....			
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or for each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)			\$ 64.75
.....			
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or for each absorption system over 1,750,000 Btu/h (512.9 kW)			\$ 124.10
.....			
6. <b>Air Handlers.</b>	For each air-handling unit to and including 10,000 cubic feet per minute		\$ 14.05
.....			
7. <b>Evaporative Coolers.</b>	For each evaporative cooler other than the portable type		\$ 14.05
.....			
8. <b>Ventilation and Exhaust.</b>	For each ventilation fan connected to a single duct		\$ 10.75
.....			
For each ventilation system which is not a portion of a heating or air-conditioning system authorized by a permit			\$ 14.05
.....			
For the installation of each hood which is served by a mechanical exhaust, including the ducts for such a hood			\$ 14.05
.....			
9. <b>Incinerators.</b>	For the installation or relocation of each domestic type incinerator		\$ 22.65
.....			
For the installation or relocation of each commercial or industrial type incinerator			\$ 76.60
.....			
10. <b>Hot Water Heater.</b>	For installation of gas fired hot water heater and ventilation system		\$ 16.15
.....			
11. <b>Miscellaneous.</b>	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code		\$ 14.05
.....			

Permit fees for fuel gas piping shall be as follows:

For each gas pipe system of one to four outlets ..... ..... .....	\$ 9.69
For each gas piping system additional outlets over five, each .....	\$ 3.21

Permit fees for process piping shall be as follows:

For each hazardous process piping system ( <i>HPP</i> ) of one to four outlets .....	\$ 7.55
For each piping system of five or more outlets, per outlet .....	\$ 2.15
For each non hazardous process piping system ( <i>NPP</i> ) of one to four outlets .....	\$ 4.35
For each piping system of five or more outlets, per outlet .....	\$ 1.10

**Other Inspections and Fees**

1. Inspection fees outside business hours, per hour .....	*\$ 100.00
2. Reinspection fees, per hour .....	*\$ 100.00
3. Fees for inspections needed other than those listed ( <i>minimum one hour</i> ) .....	*\$ 100.00
4. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed ( <i>minimum one half hour (\$-62.50)</i> ) .....	*\$ 125.00

\*Or the total hourly cost to the City, whichever is greatest. The cost shall include supervision, equipment, hourly wages and benefits of the employees involved.

**PLUMBING CODE FEES**

**Permit Issuance Flat Fees (residential)**

New Single-Family Residence / Duplex / Condo (as defined by the International Residential Code) ..... \$ 269.80  
 A separate permit is required for non-attached exterior fixtures (including backflow prevention devices)

**Permit Issuance (not listed above)**

For the issuance of each permit  
 1. .... \$ 32.40  
 2. Commercial Plumbing Permit Fees (commercial building as defined by the International Building Code)

Tenant Improvement Fees shall be based upon fixtures installed per the Unit Fee Schedule listed below up to an estimated value of \$5,000.00. Values greater than \$5,000.00 may be determined by the stated value.

New Commercial Structure Fees shall be calculated for all plumbing systems and fixtures using the following table. Valuation is determined based on the prevailing fair market value of the materials, labor, and equipment needed to complete the work. The Plumbing Permit Fee is due at issuance.

Plumbing Permit Fee based on the following valuation table:

Total Valuation	Fee
Up to \$1,000	\$31.75
\$1,001 to \$100,000	\$31.75 for the first \$1,000.00 plus \$18.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001 and above	\$1,813.75 for the first \$100,000.00 plus \$13.25 for each additional \$1,000.00 thereafter and fraction thereof

3. Commercial Plan Review Fees

When plans and/or specifications for the plumbing installation are reviewed by the Building Official, the fee is 50 percent (50%) of the fee calculated for the Plumbing Permit Fee based on the table above. In addition to the Plumbing Permit Fee the Plan Review Fee is due at issuance with a minimum fee of one half hour (\$62.50).

**Unit Fee Schedule (in addition to item 1)**

1. For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore) ..... \$ 14.05  
 2. For each building sewer and each trailer park sewer ..... \$ 29.10  
 Rainwater systems – per drain (inside building)  
 3. .... \$ 14.05  
 For each electric water heater  
 4. .... \$ 16.15  
 For each industrial waste pre-treatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps  
 5. .... \$ 27.00  
 For installation, alteration or repair of water piping and/or water treating equipment, each  
 6. .... \$ 10.75  
 For repair or alteration of drainage or vent piping, each fixture  
 7. .... \$ 10.75  
 For atmospheric type vacuum breakers not included in item 1:  
 one to five  
 8. .... \$ 16.15

	over five, each	.....	\$ 4.35
9.	For each backflow protective device other than atmospheric type vacuum type breakers:		
	two inches and smaller	.....	\$ 16.15
	over two inches	.....	\$ 30.25
10.	<b>Miscellaneous.</b> For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other fixture categories, or for which no other fee is listed in the Code	.....	\$ 14.05

**Other Inspections and Fees**

1.	Inspection fees outside business hours, per hour	.....	*\$ 100.00
2.	Reinspection fees, per hour	.....	*\$ 100.00
3.	Fees for inspections needed other than those listed ( <i>minimum one hour</i> )	.....	*\$ 100.00
4.	Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed ( <i>minimum one half hour (\$<del>62.50</del>)</i> )	.....	*\$ 125.00

\*Or the total hourly cost to the City, whichever is greatest. The cost shall include supervision, equipment, hourly wages and fringe benefits of the employees involved.

**MISCELLANEOUS FEES**

1.	Re-roofs ( <i>R-3 and associated accessory U occupancies</i> )	\$ 32.40
	..... Building Permit Fee Valuation Table for other occupancies	
2.	Demolition Permit	
	Residential Building/Structures	\$ 70.15
	..... Commercial & Multi-Family Building	\$ 140.30
	..... Commercial Tenant Improvement	\$ 70.15
3.	Mobile Home Location Permit	
	Single Wide	\$ 107.90
	..... Double Wide	\$ 161.85
	.....	
4.	Occupancy Permit	\$ 107.90
	..... Fire Inspection Fee ( <i>when applicable</i> )	\$ 100.00
	.....	
	Adult Family Home Permit	
5.	.....	\$ 140.30
	.....	
6.	Bed and Breakfast Permit	\$ 140.30
	.....	
7.	Moving Permit	
a.	Class I and II Moving Permit	\$ 70.15
	..... Inspection fee	*\$ 100.00
	.....	
	*Plus \$100.00 per hour after the first hour and \$.55 per mile if the building to be moved is outside of the City	
b.	Class III and IV Moving Permit	\$ 70.15
	.....	
c.	A cash deposit or surety bond as indemnity to damage or injury to City property in accordance with the House Moving Ordinance, Section 5	
d.	A liability insurance policy, naming the City as an additional insured in accordance with the House Moving Ordinance, Section 5	
e.	A cash deposit or a corporate surety bond for completion of the house moved in accordance with the House Moving Ordinance, Section 5	
8.	<a href="#">Floodplain Development Permit</a>	\$ 160.00
9.	<a href="#">Letter of Map Amendment Review</a>	\$ 160.00
10.	<a href="#">Certificate of Elevation Review</a>	\$ 160.00

**ENERGY CODE FEES**

1. In addition to the Building Code Fees, an Energy Code Fee is hereby established to check for energy requirements called for by the Washington State Energy Code.

Single-Family	\$ 129.50
Residential Remodel/Addition	\$ -64.70
New Commercial and Multi-Family Building	
0 to 2,000 sq ft	\$ 323.75
2,001 to 5,000 sq ft	\$ 647.50
5,001 to 10,000 sq ft	\$ 971.25
10,001 and over	\$1,241.05
Remodels and Tenant Improvements	
One half of the above fee ( <i>New Commercial Building</i> )	
Warehouses – 70% of the above Commercial	

**FIRE CODE OFFICIAL ~~MARSHAL~~ REVIEW, INSPECTION & FIRE CODE FEES**

**Site Development Plan Review (plats, short plats, commercial projects, residential infills, etc.)**

Basic review fee	\$ 250.00
.....	
Additional review (over two hours)	\$ 125.00 (per hour)
.....	

**Vehicle Gates (includes plan review, inspection and testing)**

.....	\$ 125.00 (per hour)
-------	----------------------

**Construction Plan Review**

A Plan Review Fee will be charged for [Fire Department](#) review of requirements for construction and inspection of the Fire Code requirements for buildings classified as Group A, B, E, F, H, I, LC, M, R (as applicable), and S. The Plan Review Fee shall be 15 percent (15%) of the Building Permit Fee established by the Building Permit Fee Schedule with a minimum fee of one half hour (\$62.50).

**Fire Alarm Systems**

Tenant Improvements (first four zones)	\$ 215.85 plus \$ 5.40 (per device)
.....	
Additional zones	\$ 53.95 (each)
.....	
Residential (one and two-family dwellings)	\$ 215.85
.....	
Commercial and Multi-Family (first four zones)	\$ 323.75 plus \$ 5.40 (per device)
.....	
Additional zones	\$ 53.95 (each)
.....	
Sprinkler supervision only	\$ 269.80
.....	

Fire Alarm Permit Fee for upgrading of an existing system shall be 50 percent (50%) of the fee for new.  
Fire Alarm Plan Review Fee shall be 25 percent (25%) of the permit fee, with a minimum of one half hour (\$62.50).

**Underground Sprinkler Supply (includes plan review, inspection and testing)**

.....	\$ 323.75
-------	-----------

**Above Ground Fire Sprinkler Systems**

The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure for sprinkler systems as established by policy in accordance with nationally recognized standards.

The Plan Review Fee for fire sprinkler systems shall be 25 percent (25%) of the permit fee, with a minimum fee of one half hour (\$62.50). Plan Review Fees are in addition to the permit fee.

Tenant Improvement (relocation and addition to existing system)	valuation 20 percent (20%) of the fee for new
.....	

**Commercial Cooking Type 1 Hood and Suppression System**

.....	\$ 269.80
-------	-----------

**Standpipes (includes review, inspection and testing fees)**

Temporary Standpipe	\$ 161.85
.....	
Class I	\$ 183.45
.....	
Class II	\$ 296.75
.....	
Class III	\$ 318.35
.....	

**Fire Pump Installations** \$ 539.60

[Emergency Responder Radio Coverage](#) \$323.75 plus  
\$5.40 per device

**Commercial Power Generator Installations** \$ 350.75

**False Fire Alarms**

In the event of more than two false alarms in any 90-day period, the Chief may charge a fee for Fire Department response as specified below:

**False Alarms Fee**

First and second	no fee
Third	\$ 53.95
Fourth and additional	\$ 269.80 (each)

**Fire Watch Fees**

First Two Hours \$ 200.00

Each subsequent half hour or a fraction thereof \$ 110.00

Additional Persons \$ 100.00 per half hour, per person

**FIRE CODE PERMIT FEES**

The following are annual fees, except where noted:

Permit charges may be waived by the Fire Code Official ~~Chief or Fire Marshal~~ for the following: *Activities of Washington State non-profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at time of permit application. However, any group shall be assessed a permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.*

Aerosol Products	\$ 110.00
Aircraft Refueling Vehicle	\$ 110.00
Aircraft Repair Hangar	\$ 110.00
Asbestos Removal (limited)	\$ 110.00
Automobile Wrecking Yard	\$ 110.00
Bowling Pin Refinishing	\$ 110.00
Bowling Alley Refinishing (limited)	\$ 110.00
Candles or Open Flame in Assembly Areas (limited)	\$ 110.00
Carnivals and Fairs, etc. – Outdoors (limited)	

Carnivals – Commercial	\$ 110.00
.....	
Fairs, Bazaars, Flea Marts, Farmers Markets, etc.	\$ 110.00
.....	
Special Events – Outdoors	\$ 110.00
.....	
Cellulose Nitrate Film	\$ 110.00
.....	
Cellulose Nitrate Storage	\$ 110.00
.....	
Combustible Fiber Storage	\$ 110.00
.....	
Combustible Material Storage	\$ 110.00
.....	
Compressed Gases	\$ 110.00
.....	
Commercial Rubbish Handling Operation	\$ 110.00
.....	
Cryogen	\$ 110.00
.....	
Dry Cleaning Plants	\$ 110.00
.....	
Dust Producing Operations	\$ 110.00
.....	
Explosives/Blasting Agents	\$ 110.00
.....	
Explosives/Blasting Agents – Transport, Use	\$ 110.00
.....	
Fireworks Display, Special ( <i>limited</i> )*	\$ 270.00
.....	
Fireworks Stand ( <i>limited</i> )	\$ 110.00
.....	
* A bond for cleanup is required in accordance with the Fireworks Ordinance in the amount of \$500.00 in a bond or cashier's check for all fireworks stands	
Flammable/Combustible Liquids	
Pipeline install	\$ 110.00
.....	
Pipeline operate	\$ 110.00
.....	
Store, handle use	\$ 110.00
.....	
Remove abandoned tank	\$ 110.00
.....	
Remove ( <i>or abandon in place</i> ) residential tank	\$ 55.00
.....	
Install, alter, etc. – tank, piping, equipment	\$ 110.00
.....	
Tank vehicles	\$ 110.00
.....	
Change contents ( <i>limited</i> )	\$ 110.00
.....	
Fruit Ripening	\$ 110.00
.....	
Fumigation or Insecticide Fogging	\$ 110.00
.....	
Hazardous Material	\$ 110.00
.....	

Hazardous Material Production	\$ 110.00
.....	
High Pile Storage	\$ 110.00
.....	
Liquefied Petroleum Gases – Tank Install	\$ 110.00
.....	
Liquid or Gas-Filled Vehicles/Equipment in Assembly Buildings	\$ 110.00
.....	
Lumber Yards	\$ 110.00
.....	
Magnesium Working	\$ 110.00
.....	
Mall – (Covered)	
Kiosks – Concessions – Booths, etc.	\$ 110.00
.....	
Used for Assembly (limited)	\$ 110.00
.....	
Use Open Flame, etc. (limited)	\$ 110.00
.....	
Display Flammable Liquid or Gas Filled Equipment	\$ 110.00
.....	
Motor Vehicle Fuel Dispensing Station	\$ 110.00
.....	
Organic Coatings	\$ 110.00
.....	
Ovens – Industrial	\$ 110.00
.....	
Parade Floats (limited)	\$ 110.00
.....	
Place of Assembly	\$ 110.00
.....	
Special Events Carnival or Fairs – schools (limited)	\$ 110.00
.....	
Haunted House – Commercial (limited)	\$ 110.00
.....	
Haunted House – Schools (limited)	\$ 110.00
.....	
Bazaars – Boutiques – Flea Marts – Booths or Displays	\$ 110.00
.....	
Other Special Events (limited)	\$ 110.00
.....	
Pyrotechnical Special Effects Material	\$ 110.00
.....	
Radioactive Material	\$ 110.00
.....	
Refrigeration Equipment (Commercial)	\$ 110.00
.....	
Repair Garages	\$ 110.00
.....	
Spraying and Dipping	\$ 110.00
.....	
Tents and Canopies	\$ 110.00
.....	
Tire Storage	\$ 110.00
.....	
Welding and Cutting	\$ 110.00
.....	

**LAND USE FEES**

*When applicable, consultant fees will be charged on a time and material basis.*

*Major revisions will be charged additional hourly administrative and plan review fees.*

*All land use fees are based upon average time required to review and process each permit type.*

*If the project exceeds the base fee an additional \$80.00 will be charged per hour.*

**PLATS & BOUNDARIES**

**Flat Fees**

Binding Site Plans	\$ 4,126.20
Binding Site Plan Amendment	\$ 2,063.10
Short Plats	\$ 6,877.00
Short Plat Amendment	\$ 3,438.50
Boundary Line Adjustments	\$ 1,375.40
Lot Combinations	\$ 1,375.40
Preliminary Plats	\$15,658.40
Plat Amendments	
Minor	\$ 3,782.35
Major	\$ 8,093.70
Final Plats	\$ 7,564.70
	+\$ 37.00 (per lot)
Plat Alterations	
Without Hearing	\$ 1,375.40
With Hearing	\$ 2,592.10

**LAND USE PERMITS**

**Flat Fees**

Variances	
Minor	\$ 825.25
Major	\$ 3,396.20
Administrative Use Permits	
Telecommunications	\$ 1,100.30
Temporary Housing Unit	\$ 137.55
Temporary Use / Seasonal Use Permit (except firework stands)	\$ 68.75
Extended Stay RV Permit	\$ 68.75

Sign Permits

Sign Permit Land Use Review Fee	\$ 80.00
Non-Conforming Sign Permit	\$ 68.75
Temporary Sign Permit	\$ 68.75
	<del>+\$ 26.45 (refundable deposit)</del>

Special Event Permits (a certificate of liability may be required)

Minor Event	\$ 137.55
Major Event	\$ 275.10
Master Event	\$ 2,500.00

**QUASI-JUDICIAL PERMITS**

Conditional Use Permits	\$ 5,184.20
Amendments (includes shoreline and conditional use amendments)	
Minor	\$ 1,031.55
Major	\$ 3,121.10

**SHORELINE PERMITS**

**Flat Fees**

Revision	\$ 687.70
Substantial Development	\$ 5,184.20
Conditional Use	\$ 5,184.20
Variance	\$ 5,184.20
<a href="#">Exemption</a>	<u>\$ 160.00</u>

**ENVIRONMENTAL**

**Flat Fees**

Environmental Checklist	\$ 1,375.40
Expanded Checklist	\$ 1,719.25
Environmental Impact Statement	\$ 4,126.20

**Urban Forest Management (Administrative Use Permit)**

<a href="#">Tree Preservation Plan (Single Family Lot)</a>	<u>\$ 240.00</u>
Tree Preservation Plan (1/2 acre or less)	
)	\$ 650.00

Tree Preservation Plan (1/2 acre to 2 acre)	<del>\$ 687.70</del>
	<u>\$ 1,000.00</u>
Tree Preservation Plan (over 2 acres)	\$ 1,375.40

**WETLANDS**

**Flat Fees**

Wetland Verification	\$ 687.70
.....	
Wetland Report Review	\$ 1,375.40
.....	
Mitigation Plan Review	\$ 1,375.40
.....	

**CRITICAL AREAS**

**Flat Fees**

Habitat Assessment	\$ 370.30
.....	
Habitat Management Plan Review	\$ 687.70
.....	
Geological Assessment	\$ 687.70
.....	
Geotechnical Report Review	\$ 1,375.40
.....	
Variance	\$ 1,375.40
.....	
Reasonable Use Exemption	\$ 1,375.40
.....	

**OTHER FEES**

**Flat Fees**

Staff Time	\$80.00 (per hour)
.....	
Consultant Time	actual cost (including overhead)
.....	

**APPEALS AND RECONSIDERATION**

Reconsideration	\$ 687.70
.....	
Administrative Appeal	\$ 1,375.40
.....	

**AMENDMENTS TO PLANS** -(includes rezones & text amendments)

Plans	\$ 4,126.20
.....	
Regulations	\$ 4,126.20
.....	
Annexation Petitions	\$ 4,126.20
.....	

**EXPIRATION & REVOCATION**

Revocation	\$ 3,808.80
.....	

Relinquishment without Hearing	\$ 687.70
Relinquishment with Hearing	\$ 2,433.40
Time Extension	\$ 687.70

**ADMINISTRATIVE / DESIGN REVIEW**

Basic	\$ 2,500.00
Planning Commission	\$ 3,500.00

**FEE EXCEPTIONS**

All City Departments are exempt from Land Use Fees.

[When a Comprehensive Plan Map Amendment is submitted concurrently with a Rezone, Applications the Rezone Application fee is waived.](#)

**ADMINISTRATIVE FEES**

Zoning Verification Letter	\$ 68.75
Zoning Maps (tax included)	
Small	\$ 3.95
Large	\$ 19.85
Critical Areas Checklist	\$ 68.75
GIS Maps (tax included)	
8½ X 11	\$ 1.05
11 X 17	\$ 3.15
18 X 24	\$ 4.25
24 X 36	\$ 5.30

[Owner Notification Property Listing and Labels](#) ..... \$ 30.00

Plans Copier	
Small – 18 X 24	\$ 1.30
Large – 24 X 36	\$ 1.60

The applicant is responsible for the following fees incurred by the City from outside consultants or experts:  
 (1) Expenses associated with permit review, approval, and issuance; (2) expenses associated with the applicant's failure to comply with the permit and applicable City codes; and (3) expenses associated with the City's evaluation

and mitigation of hazardous conditions arising from the applicant's failure to comply with the approved permit and applicable codes.

**DEVELOPMENT ENGINEERING PERMITS FEES**

Site Development Permit	\$ 2,500.00
Small Project Site Development Permit	\$ 500.00
Right-of-Way Permit	\$ 300.00
Additional Right-of-Way Inspection Fee*	\$ 100.00
Annual Right-of-Way Permit	\$ 150.00
Annual Permit Reportable Activity Inspection	\$ 100.00
Site Development Plan Review Fee	\$ 625.00 base fee plus \$ 125.00 per hour for time in excess of five hours
Small Project Engineering Plan Review Fee	\$ 125.00 per hour**
Site Development Amendment/Revision Fee	\$ 250.00+ base fee plus \$ 125.00 per hour for time in excess of two hours
Right-of-Way Vacation	\$ 2,500.00 application fee \$ 1,000.00 final process fee
Review of Geological Assessment	\$ 1,250.00
Review of Geological Reports	\$ 1,250.00
Review of Traffic Impact Analysis	\$ 1,250.00
Site Development Commercial Inspection	3% of estimated total project cost***
Site Development Residential Inspection	2% of estimated total project cost***
Small Project Engineering Inspection Fee	\$ 100.00 per hour**
Investigation Fees / Work Without a Permit	double the permit fee

Public Works Modification Fee \$ 625.00+ base fee plus \$ 125.00 per  
 ..... hour for time in excess of five hours\*\*

Modification Notification  
 Fee\*\*\*\* \$ 150.00

Storm Drainage Inventory Fee (GIS) \$ 50.00 per structure/flow point  
 .....

For use of outside consultants for plan checking or inspection (or both) \*\*\*\*\* actual cost (including overhead)

\*Additional Right-of-Way Inspection Fees will be charged for projects that exceed two inspections. A minimum one-hour inspection time will be charged per inspection.

\*\*If it is determined by the [Development Services Engineering](#) Division that the scope of the project is such that only a minimal amount of review/inspection time will be required, then the review/inspection fee can be based on the hourly rate and the time spent. In addition, this fee may be assessed for engineering review/inspection of projects not requiring a Site Development Permit.

\*\*\*An itemized project cost estimate shall be prepared and stamped by a licensed professional engineer and submitted to the City for approval. This engineer's estimate shall be used to determine the project cost.

\*\*\*\*If it is determined that the modification impacts surrounding properties, public notification will be required.

\*\*\*\*\*The applicant is responsible for the following fees incurred by the City from outside consultants or experts:  
 (1) [e](#)Expenses associated with permit review, approval, and issuance; (2) expenses associated with the applicant's failure to comply with the permit and applicable City codes; and (3) expenses associated with the City's evaluation and mitigation of hazardous conditions arising from the applicant's failure to comply with the approved permit and applicable codes.

Temporary Street Banners

For the processing of permit applications and for costs of installation and removal of temporary street banners or decorations in the public right-of-way:

Fee for up to two poles (four hour minimum)	\$ 465.00
Each additional pole up to ten poles	\$ 115.00

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

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**Proposed Council Action:**

Adopt a Resolution approving an Amendment to the Lease between the City of U.P. and the U.P. Historical Society extending the term to fifteen years.

**Agenda No:** 10  
**Dept. Origin:** City Attorney  
**For Agenda of:** April 16, 2018  
**Exhibits:** Resolution with Exhibit Lease

**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Manager:** \_\_\_\_\_  
**Approved as to Form by City Atty.:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_

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

In June 2014, the City Council approved a Lease between the City and the University Place Historical Society (UPHS) to lease the Curran House. The term of this Lease is five years, plus one five-year extension.

The UPHS is applying for a Heritage Capital Project Grant from the Washington State Historical Society. The terms of that grant expressly contemplate that “[l]ease terms description should demonstrate that the lease will be in place during the period of the contract and for a minimum of 13 years duration following implementation of the project and will allow the uses described in the application.”

After discussion, the City Council determined that it would be in the best interests of the City to enter negotiations regarding the extension of the Lease Agreement to fifteen (15) years. At the Study Session in this matter, Council directed that the renewal should take the form of the original five year lease plus two five year renewal periods. After reviewing the grant guidelines, this duration would be incompatible with the above-quoted grant language and alternative language has been inserted in its place.

Also at the Study Session, concerns relative to Leasehold Excise Tax and whether this would be subject to public works regulations were discussed. Solutions which will be discussed in further detail at the Council Meeting.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a Resolution approving an Amendment to the Lease between the City of U.P. and the U.P. Historical Society extending the term to fifteen years.

**RESOLUTION NO.**

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

WHEREAS, the City, in order to preserve local and regional history, thereby fostering public appreciation of the City's assets, culture, diversity and values to its visitors and residents executed a Lease Agreement effective June 1, 2014 for the use of the Curran House by the U.P. Historical Society (UPHS); and

WHEREAS, the term of the Lease Agreement is for one five-year term plus one more five-year extension; and

WHEREAS, the UPHS is applying for grants and approaching larger donors to fund the physical upgrades to the lower part of the Curran House that will become a museum; and

WHEREAS, the potential donors for this project are interested in the term of the existing Lease being extended to fifteen (15 years); and

WHEREAS, the City Council has determined that it would be in the best interests of the City and its residents to take the steps necessary to both ensure the longevity of the presence of the UPHS in the Curran House and to encourage the donors to contribute to the improvements to the Curran House, and therefore approves the extension of the Lease Agreement to fifteen (15) years.

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

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

Section 2. Legislative Determination of Consideration. The Council of the City of University Place has considered the proposed extension of the Lease Agreement between the City and the University Place Historical Society, and hereby makes a legislative determination that the best interests of the public would best be served by amending the Lease Agreement to extend the term to fifteen years. All other terms and provisions of the Lease Agreement of June 1, 2014 are to remain in full force and effect.

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

Section 4. Completion of Transaction. The City Manager or designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction and to implement the Lease Agreement and this Amendment, which are consistent with the executed Lease Agreement and Amendment and the terms of this Resolution.

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

**ADOPTED BY THE CITY COUNCIL AT AN OPEN PUBLIC MEETING ON \_\_\_\_\_, 2018.**

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Kent Keel, Mayor

**ATTEST:**

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Emelita Genetia, City Clerk

**APPROVED AS TO FORM:**

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Matthew S. Kaser, City Attorney

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN THE CITY OF UNIVERSITY PLACE AND  
THE UNIVERSITY PLACE HISTORICAL SOCIETY**

This AMENDMENT is entered into and effective as of the 1<sup>st</sup> day of May, 2018 and amends the Lease Agreement that was effective the 1<sup>st</sup> day of June, 2014, between the City of University Place ("City"), and the University Place Historical Society ("UPHS").

The City and UPHS wish to address certain terms of the lease as follows:

A. Paragraphs **1(b)**, **1(c)** and **1(f)** are amended to read:

**1. LEASE SUMMARY**

\* \* \*

**(b) Lease Commencement Date.** The term of this lease shall be for a period of fifteen (15) years and shall commence on May 1, 2018 (the "Lease Commencement Date").

**(c) Lease Termination Date.** The term of this Lease shall terminate at midnight on the day that is fifteen (15) years following the Lease Commencement Date. Both parties shall have the right to terminate this Lease any time for any reason by providing thirty (30) days' written notice to the other.

\* \* \*

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

i. **Interim Use.** Tenant shall be allowed to sub-lease all or a portion of the Premises on an interim basis, expiring August 2, 2019, unless mutually extended in writing by both parties. If the premises are sub-leased, Tenant assumes all Landlord obligations, duties, and liabilities under the Washington Residential Landlord-Tenant Act for any and all Sub-Tenants.

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

None of the foregoing Permitted Uses by Tenant and any residential sub-tenants shall interfere with the public's use of Curran Orchard Park. Tenant is



I certify that I know or have satisfactory evidence that Frank Bonaro is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the University Place Historical Society to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at : \_\_\_\_\_  
My commission expires \_\_\_\_\_

DRAFT

# LEASE AGREEMENT

## Curran House

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 1<sup>st</sup> day of June, 2014 between City of University Place ("Landlord"), and the University Place Historical Society, Inc. ("Tenant"). Landlord and Tenant agree as follows:

### 1. LEASE SUMMARY

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

b. **Lease Commencement Date.** The term of this Lease shall be for a period of five (5) years and shall commence on June 1, 2014 (the "Lease Commencement Date"). By mutual written agreement, the parties may extend the Lease for one additional five (5) year period on the same terms and conditions.

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

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

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

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

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

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

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

g. **Notice and Payment Addresses**

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

Fax No.: 253.460-6497

Email: GCooper@CityofUP.com

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

Fax No.: n/a

Email: manager@uphistoricalsociety.org

**2. PREMISES**

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

b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical,

electrical, and other systems on the Premises. Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises; and acknowledges that the time needed to complete any such items shall not delay the Lease Commencement Date.

### 3. RENT

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

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

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

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

#### **4. USES**

The Premises shall be used only for the Permitted Uses specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord Representative. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, or cause the cancellation of any insurance on the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises which will obstruct or interfere with the rights of other tenants or occupants of the Premises, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

#### **5. COMPLIANCE WITH LAWS**

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

#### **6. UTILITIES AND SERVICES.**

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

#### **7. TAXES**

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

#### **8. ALTERATIONS**

Tenant may make alterations, additions or improvements to the Premises only with the prior written consent of Landlord Representative. The term "alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord Representative's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all alterations in accordance with plans and specifications approved by Landlord Representative, using contractors approved by Landlord Representative, and in a

manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or any interest therein. Tenant shall remove all alterations at the end of the Lease term unless Landlord Representative conditioned its consent upon Tenant leaving a specified alteration at the Premises, in which case Tenant shall not remove such alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of alterations.

## **9. REPAIRS AND MAINTENANCE; SURRENDER**

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

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

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

## **10. ACCESS AND RIGHT OF ENTRY**

After twenty-four (24) hours' notice from Landlord Representative (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord Representative and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided

that Landlord Representative shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease.

## **11 SIGNAGE AND VISIBILITY**

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

## **12. INSURANCE**

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

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

## **13. INDEMNIFICATION**

**a. Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees,

officers, agents, servants, contractors, customers, clients, visitors, guests, sub-tenants, or other licensees or invitees on or around the Premises, or arising from any breach of this Lease by Tenant.

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

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

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

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

#### **14. LIENS**

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

## 15. DEFAULT

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

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

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

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

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

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

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

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

notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

## 16. REMEDIES

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

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

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

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

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

## **17. NON-WAIVER**

Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

## **18. NOTICES**

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

## **19. LANDLORD'S LIABILITY**

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

## **20. MERGER**

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

## **21. GENERAL**

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

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

c. **Force Majeure**. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

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

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

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

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

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

**22. EXHIBITS**

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

Exhibit A: Outline of the Premises

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

**LANDLORD:**

**TENANT:**

**CITY OF UNIVERSITY PLACE**

**UNIVERSITY PLACE HISTORICAL SOCIETY, INC.**

By:   
\_\_\_\_\_  
Stephen P. Sugg, City Manager

By:   
\_\_\_\_\_  
Cindy Bonaro, Co-President

By:   
\_\_\_\_\_  
Karen Benveniste, Co-President

Approved as to form:

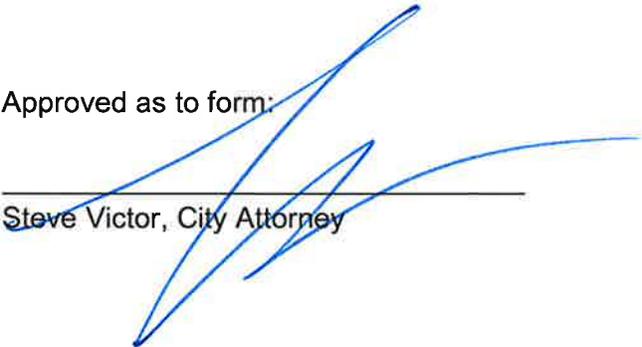
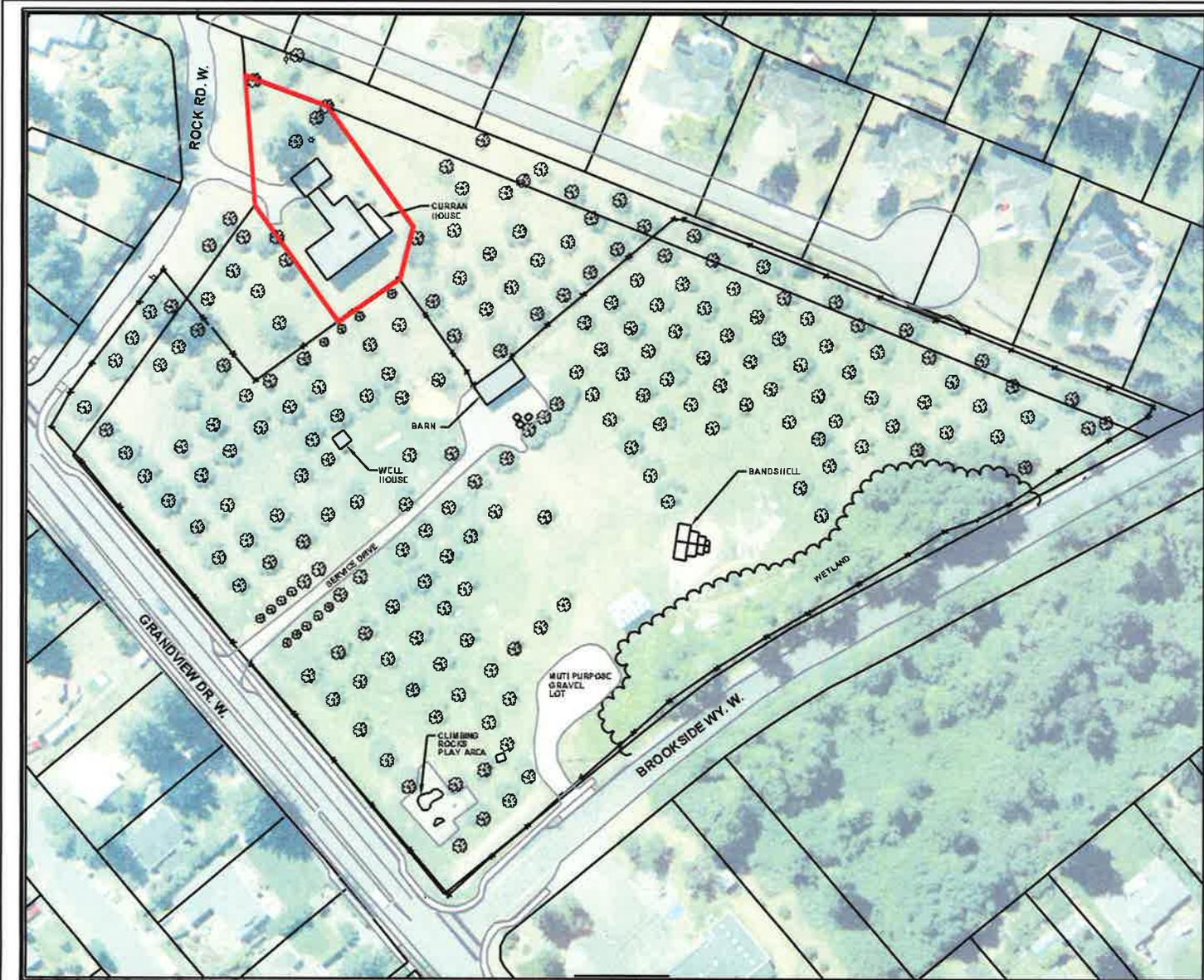
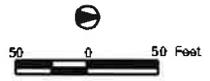
  
\_\_\_\_\_  
Steve Victor, City Attorney

EXHIBIT A  
Outline of the Premises



# CURRAN APPLE ORCHARD

3920 GRANDVIEW DRIVE WEST



SITE PLAN + AERIAL

LOCATION MAP



City of University Place  
Community Development Department  
January 2007

K&B POSI Maps 2007 Curran Orchard.cdr

# STUDY SESSION

**EXHIBIT B**  
**Planning Commission Resolution 18-0001 March 7, 2018**

RESOLUTION NO. 2018-01

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE PLANNING COMMISSION, RECOMMENDING TO THE CITY COUNCIL AMENDMENTS TO UPMC TITLE 19 ZONING – CHAPTERS 19.70.130 AND CHAPTER 19.52 TO ALLOW RELIEF FROM THE REQUIREMENTS THAT PROHIBIT DRIVE-THROUGHS BETWEEN BUILDINGS AND ADJACENT STREETS, AND FROM THE DESIGN STANDARDS THAT REQUIRE THAT NEW OR REDEVELOPED BUILDINGS BE ORIENTED AND BUILT TO THE SIDEWALK.**

**WHEREAS**, the City Council established and appointed the Planning Commission to advise the City Council on the following topics: growth management; general land use and transportation planning; long range capital improvement plans; and other matters as directed by the City Council; and

**WHEREAS**, the Planning Commission is charged with holding hearings on and developing a comprehensive plan for the City and making recommendations to the City Council on amendments to the Comprehensive Plan, the Zoning Code and map, and other development regulations of the City; and

**WHEREAS**, on August 21, 2017 the City Council adopted Resolution 848 requesting that the Planning Commission provide recommendations regarding amending UPMC Section 19.70.130 Drive Through and Drive Up standards and Chapter 19.52 UPMC Community Commercial Zone Design Standards to allow relief from the requirements that prohibit drive-through between buildings adjacent streets, and from the design standards that require that new or redeveloped buildings be oriented and built to the sidewalk in circumstances where significant grade differences make those standards financially infeasible and commercially unreasonable; and

**WHEREAS**, the Planning Commission held public meetings on February 7 and February 21, 2018 to study proposed amendments; and

**WHEREAS**, the City published a Notice of Hearing in the Tacoma News Tribune on February 23, 2018 for a public hearing by the City Planning Commission on March 7, 2018 regarding the proposed amendments; and

**WHEREAS**, the City Planning Commission conducted the public hearing on March 7, 2018 to consider written and oral public comments on the proposed development regulation amendments; and

**WHEREAS**, the City issued a *SEPA Determination of Non-significance* pertaining to proposed development regulation amendments on March 2, 2018 with a 14-day comment period; and

**WHEREAS**, the City submitted a *Notice of Intent to Adopt* to the Washington State Department of Commerce on March 2, 2018, which was issued to state agencies for a 14-

day comment period as required pursuant to 36A.70 RCW, and had not received any formal comments in response to the *Notice* prior to the close of the public hearing on this matter; and

**WHEREAS**, the Planning Commission has considered the approval criteria listed in UPMC Section 19.90.030 and adopted the following findings in support of the proposed amendments:

1. The proposed amendments will ensure consistency with University Place Comprehensive Plan goals, objectives and policies by promoting economic development in the Regional Growth Center, providing flexibility in development regulations to promote efficient use of land, encouraging the expansion of existing business, and providing design standards that require pedestrian connections to promote walkability in the Town Center District; and
2. The proposed amendments are in the best interest of the citizens and property owners of the City. The proposed amendments allow flexibility in design when there is a significant grade difference between buildings and adjacent streets, to allow alternative means of pedestrian access and circulation; and
3. The proposed amendments enhance the public health, safety, comfort, convenience or general welfare by providing a safer route of pedestrian traffic and circulation through parking areas and vehicular traffic associated with drive-through and drive up uses when grade separations do not allow reasonable direct pedestrian access;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON**, to recommend that the City Council approve proposed amendments to UPMC Section 19.70.130 Drive Through and Drive Up standards and Chapter 19.52 UPMC Community Commercial Zone Design Standards to allow relief from the requirements that prohibit drive-throughs between buildings adjacent streets, and from the design standards that require that new or redeveloped buildings be oriented and built to the sidewalk in circumstances where significant grade differences exist provided with this Resolution as Exhibit A and B.

**PASSED BY THE CITY OF UNIVERSITY PLACE PLANNING COMMISSION ON THE 7<sup>th</sup> DAY OF MARCH 2018.**

  
\_\_\_\_\_  
Cliff Quisenberry, Chair  
City of University Place Planning Commission

## EXHIBIT A

### COMMUNITY COMMERCIAL ZONE DESIGN STANDARDS AND GUIDELINES

#### CC1 Purpose.

The following design standards and guidelines apply to the Community Commercial zone and are intended to promote integrated development with pedestrian-oriented design. They are intended to implement the City's Comprehensive Plan and Economic Strategic Action Plan. The design standards and guidelines help guide architects, developers and property owners in designing proposals that are consistent with the City's vision for future development within this area.

#### CC2 Authority and applications.

These design standards and guidelines apply to new development, exterior alterations and major redevelopment or major improvements in the Community Commercial zone. Renovation of an existing single-family structure for residential use is exempt from the following sections. Standards are mandatory while guidelines are discretionary. For additional authority and applications, see UPMC 19.52.020.

### PROPOSED AMENDMENTS

#### CC9 Setbacks.

Building to the back of the sidewalk, a courtyard or plaza facilitates easy pedestrian access. Varying building setback and projection provides horizontal articulation and architectural interest.

##### A. Standards.

1. All site plan layouts shall give first consideration to pedestrians.
2. All buildings shall be oriented and built at the edge of the sidewalk except:
  - a. Where a plaza or courtyard lies between the building and sidewalk, in which case the building shall be built to the edge of the plaza or courtyard.
  - b. At significant corners a minimum setback of 20 feet is required between the building and sidewalk, to accommodate a plaza or courtyard.
  - c. When a minimum of 60 percent of a lot's street frontage is occupied by buildings, additional buildings may be built in the interior of the project site.
  - d. As provided in CC9(B) below.
3. No side setbacks are required; however, if a building is set back, then a minimum of 10 feet is required, to provide access between buildings.
4. At least 40 percent of the street facade of a building shall be set back a maximum of 10 feet from the wall plane established at the sidewalk, to provide horizontal articulation of the building facade.

5. A minimum 30-foot setback is required from R1 and R2 zones.

B. Drive-Through and Drive Up Facilities in Commercial Center exception

1. Where drive-through or drive-up facilities are proposed to be located within existing commercial centers, and where drive-through lanes are permitted between a building and a street in accordance with UPMC 19.70.130(D)(2)(d)(1), a minimum of two of the following requirements shall be met:

a. An additional pedestrian connection between the public street and the principal building within the commercial center.

b. An additional pedestrian connection to a second public street for commercial centers with two or more street frontages.

c. Provide two additional pedestrian connections between parking areas located within the center and buildings within the center.

d. Provide an additional 750 square feet of plaza area within the commercial center. The plaza area shall be improved in accordance with Chapter 19.52 UPMC.

e. Provide a pedestrian connection from the principal building to a neighboring property.

f. Provide enhanced walkways that exceed the design standards through landscaping and design.

g. Provide enhancement to an existing pedestrian connection within the commercial center, or upgrade the existing connection to current pedestrian connection standards as described in subsection (D)(1)(b) of this section.

h. Provide amenities that achieve the goal of the CC Zone that meet or exceed the options listed above and are approved by the Director.

2 Pedestrian connections shall be a minimum of five feet wide. Raised walkways are preferred. The City may consider alternative designs where major design challenges exist. The walkways shall be differentiated from the parking area by use of alternate materials or finishes. Paint striped walkways would not be allowed to meet this requirement. Alternate materials can include but are not limited to: concrete, pavers, stamped and painted asphalt, or others subject to City approval.

## CC27 Doors and entryways.

Doors and entryways provide a welcoming sense of arrival and attract people to enter.

### A. Standards.

1. Primary building and store entrances shall be oriented toward the principal street **except in Level II Commercial Centers where a grade difference of more than 6 feet and a slope greater than 150% between the adjacent street and the property in question precluding direct pedestrian entrance from a street a minimum of two of the following requirements shall be met:**

a. An additional pedestrian connection between the public street and the principal building within the commercial center.

b. An additional pedestrian connection to a second public street for commercial centers with two or more street frontages.

c. Provide two additional pedestrian connections between parking areas located within the center and buildings within the center.

d. Provide an additional 750 square feet of plaza area within the shopping center. The plaza area shall be improved in accordance with Chapter 19.52 UPMC.

e. Provide a pedestrian connection from the principal building to a neighboring property.

f. Provide enhanced walkways that exceed the design standards through landscaping and design.

g. Provide enhancement to an existing pedestrian connection within the commercial center, or upgrade the existing connection to current pedestrian connection standards as described in subsection (D)(1)(b) of this section.

h. Provide amenities that achieve the goal of the Community Commercial zone that meet or exceed the options listed above and are approved by the Director.

2. Pedestrian connections shall be a minimum of five feet wide. Raised walkways are preferred. The City may consider alternative designs where major design challenges exist. The walkways shall be differentiated from the parking area by use of alternate materials or finishes. Paint striped walkways would not be allowed to meet this requirement. Alternate materials can include but are not limited to: concrete, pavers, stamped and painted asphalt, or others subject to City approval.

23. Recessed or projecting entrances shall be designed so that they do not exceed 50 percent of the width of the storefront, nor 10 feet in depth/projection.

3.4 Except as provided above Placement and design of doors shall provide a direct connection to the sidewalks and streets,

4.5 Provide a diversity of entrance types including recessed, projecting and traditional entrances.

B. Guidelines.

1. Tenants should create a unique and identifiable entryway that distinguishes their brand identity.

2. Additional entrances may be on a walkway, plaza or courtyard.

3. Restaurants are encouraged to provide a clear throughway and a visual connection to exterior seating areas.

## **CC59 Temporary signs.**

A temporary sign is any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other similar materials, with or without a frame, intended to be displayed for a limited time only. Holiday decorations and other special events are considered temporary.

### **A. Standards.**

1. One real estate sign is permitted per building street frontage.
2. Real estate signs shall be located on the ground floor near the entrance.
3. Real estate signs are not permitted in the window of a residential unit.
4. Except ~~political~~ temporary non-commercial yard signs, temporary signs shall not be freestanding.
5. One new residential development wall sign is permitted per street frontage.
6. Inflatable dirigibles are not permitted.
7. A-board signs are prohibited.

## EXHIBIT B

### 19.70.130 Drive-through and drive-up facilities.

A. Purpose. The purpose of this section is to recognize that drive-through and drive-up uses may be appropriate at some locations; provided, that such uses are located in consideration of adjacent land uses, traffic patterns, aesthetics compatibility, vehicular/pedestrian conflicts, noise, light and glare, odor and emissions, and litter.

B. Where Permitted. Drive-through and drive-up uses are permitted as an accessory use to any principal use allowed in the following zones subject to the standards included in this section and a conditional use permit if applicable:

1. Neighborhood Commercial.
2. Mixed Use.
3. Community Commercial. Proposed drive-through facilities located in Community Commercial zoned parcels south of 40th Street and west of Bridgeport Way West require a conditional use permit.

C. Exemptions. Uses regulated by this section include any use that utilizes a drive-through or drive-up as part of their service to customers. Examples include but are not limited to automobile services, restaurants including espresso stands, financial institutions, retail and service uses and drop boxes. The following uses are exempt from this section:

1. Delivery and loading spaces required pursuant to Chapter [19.60 UPMC](#).
2. Drop boxes, including library, bank and video drop boxes.
3. Hotel porticos and valet parking services.
4. Curbside to go services where a parking stall is reserved for a customer who calls in a to-go order. The customer may or may not get out of the car. One stall is allowed per restaurant use.

D. Standards. ~~Where permitted, New drive-through and drive-up facilities, and major improvements to or major redevelopment of shall comply with the following standards; except that where drive-through and drive-up facilities uses are nonconforming, these standards shall comply with the following standards. apply to all major improvements or major redevelopments.~~

1. To achieve the vision of a pedestrian-oriented zone, in addition to this code section, drive-through and drive-up facilities located within the TC and CC zones shall comply with the following requirements:

a. Where drive-through or drive-up facilities are proposed to be located within existing commercial centers, a minimum of two of the following requirements shall be met:

- (1) An additional pedestrian connection between the public street and the principal building within the shopping center.

(2) An additional pedestrian connection to a second public street for shopping centers with two or more street frontages.

(3) Provide two additional pedestrian connections between parking areas located within the center and buildings within the center.

(4) Provide an additional 750 square feet of plaza area within the shopping center. The plaza area shall be improved in accordance with Chapter 19.52 UPMC.

(5) Provide a pedestrian connection from the principal building to a neighboring property.

(6) Provide enhanced walkways that exceed the design standards through landscaping and design.

(7) Provide enhancement to an existing pedestrian connection within the commercial center, or upgrade the existing connection to current pedestrian connection standards as described in subsection (D)(1)(b) of this section.

(8) Provide amenities that achieve the goal of the Town Center that meet or exceed the options listed above and are approved by the Director.

b. Pedestrian connections shall be a minimum of five feet wide. Raised walkways are preferred. The City may consider alternative designs where major design challenges exist. The walkways shall be differentiated from the parking area by use of alternate materials or finishes. Paint striped walkways would not be allowed to meet this requirement. Alternate materials can include but are not limited to: concrete, pavers, stamped and painted asphalt, or others subject to City approval.

2. Traffic and Circulation. Drive-through and drive-up facilities located within all zones shall comply with the following requirements:

a. Except at entry and exit points, drive-through stacking lanes shall be separated physically (i.e., by a wall, raised curb or landscape planter) from the parking lot, and shall comply with the following capacity standards:

Use	Length of Stacking Lane(s)
Bank/Retail	3 – 6 cars, depending upon volume
Restaurants	8 – 12 cars, depending upon volume
Automobile Service, Other	Determined on an individual basis, depending on volume

b. The entrance and exit from a drive-through lane, or designated drive-up parking spaces, shall be internal to the site and not a separate entrance/exit to or from the street.

c. The drive-through stacking lane shall be situated so that any overflow from the stacking lane shall not spill out onto public streets or major circulation aisles of any parking lot.

d. Except as provided in 19.70.030(d)(1) Ddrive-through lanes and drive-up spaces shall be located in the rear or side yards and shall not be placed between a street and the building. **See Diagram 1.**

(1) In cases where there is a grade difference of more than 6 feet and a slope greater than 150% between the adjacent street and the property in question precluding direct pedestrian entrance from a street, drive-through lanes may be located between the street and the building provided the drive-through use is:

Located in a Level II Commercial Center, and

Below grade of the adjacent street, and

Pedestrian amenities are provided in accordance with UPMC 19.70.130(D)

e. Reserved parking spaces for drive-through orders may be required.

f. Vehicle conflicts with pedestrians and bicycles shall be minimized.

### 3. Landscaping and Screening.

a. Drive-through windows, menu boards, stacking lanes, drop-offs, and drive-up spaces shall be located to minimize impacts to adjacent properties and screened from the public right-of-way to the maximum extent possible. At a minimum, a berm or wall and Level III landscaping shall be required.

b. The drive-through, drop-off or drive-up facility shall be buffered and visually screened from residential development with a wall and Level I landscaping, or by other equivalent natural or constructed barriers, such as other commercial development.

4. Architecture. Drive-through elements shall be architecturally integrated into building design and not appear to be applied or stuck on to the building.



Not Architecturally Integrated



Architecturally Integrated

5. Noise.

a. The project applicant shall provide the plans and specifications for any potential noise sources, such as intercom system, trash compactor, etc. Plans shall include measures to mitigate any potential adverse impact from such noise sources. Plans shall include calculations from a qualified design professional specializing in environmental acoustics.

b. Speakers at drive-through facilities shall not be audible to adjacent residential uses or disturbing to adjacent nonresidential uses. Sound attenuation walls or other mitigation measures shall be required as necessary.

c. Speaker boxes of any point-to-point intercom system shall be oriented away from residential development and other sensitive receptors located in the general area of the drive-through facility.

d. Outdoor maintenance and cleaning activities shall be limited if determined necessary by the City to achieve compatibility with surrounding land uses.

e. The on-site manager shall not permit any loud music, noise or other sounds by means of radio, or other broadcasting apparatus or device, and shall not permit fighting, quarreling, loitering, or loud noise or other nuisance which disturbs the quiet and peace of the premises or the neighborhood.

f. Hours of operation shall be limited as determined necessary by the City to achieve compatibility with surrounding land uses.

6. Emission Control. Drive-through and drop-off lanes and drive-up spaces shall not be located adjacent to plazas and other pedestrian use areas, other than walkways, and are discouraged adjacent to nonresidential buildings within 30 feet of the proposed lane. Drive-through stacking lanes shall not be located within 50 feet of any residential uses.

7. Light and Glare. All lighting fixtures shall be designed, installed and maintained so as to direct light only onto the subject property.

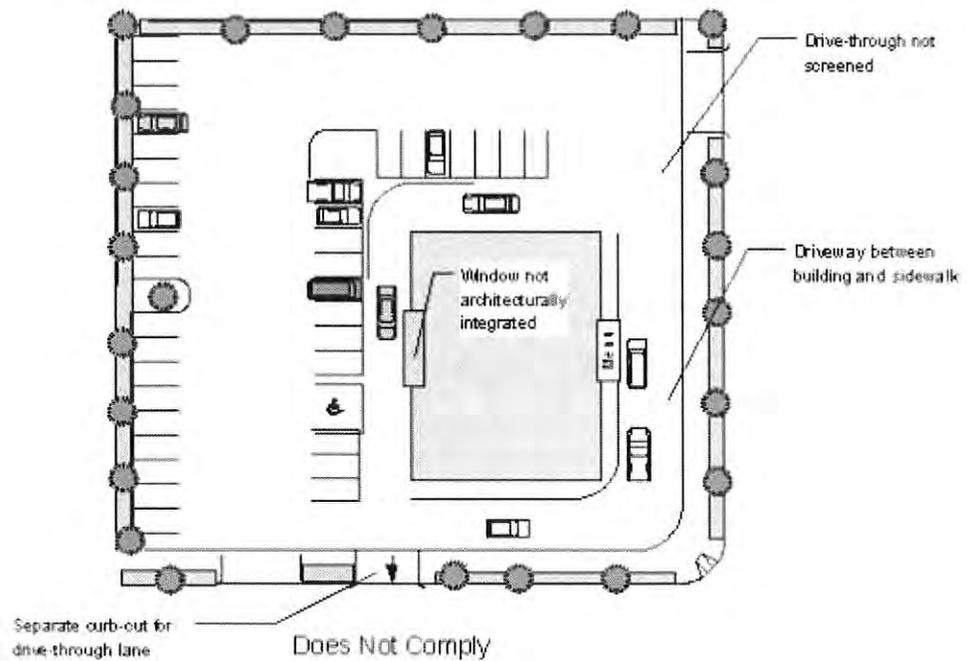
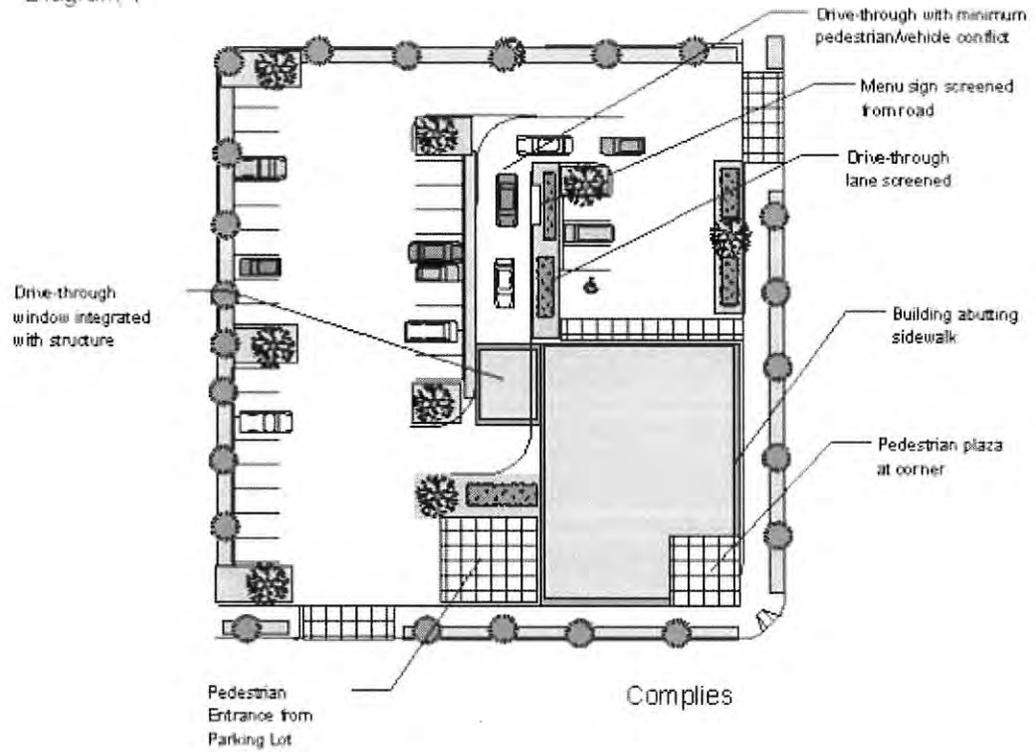
8. Maintenance. The site shall be maintained in a litter-free condition and no undesirable odors shall be generated on the site. The on-site manager shall make all reasonable efforts to see that the trash or litter originating from the use is not deposited on adjacent properties. Trash enclosures and bins shall be enclosed on all sides to suppress odors and prevent spillage of materials. Graffiti shall be removed within 48 hours.

E. Additional Conditions. The standards in this section constitute the minimum deemed necessary under general circumstances and in most cases to prevent adverse effects from drive-through facilities. Other and further standards may be required as conditions of approval to ensure that such uses are consistent with the Comprehensive Plan and findings required to grant a conditional use permit if one is required.

F. Continuation of Use. If any nonconforming drive-through or drive-up facility is discontinued for a period of 12 months or longer, any new drive-through facility shall comply with these standards.

1. A nonconforming drive-through lane or drive-up may relocate to a more conforming location consistent with this section.

Diagram 1



Note: This diagram is for illustrative purposes only and NOT intended to dictate required site layout or design

(Ord. 662 § 1 (Exh. A), 2015; Ord. 607 § 1 (Exh. A), 2012; Ord. 599 § 1 (Exh. C), 2011; Ord. 455 § 1 (Exh. A), 2005).