

City Council Chambers  
3609 Market Place West  
Third Floor

- 6:30 pm 1. CALL REGULAR MEETING TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE – Councilmember McCluskey
4. APPROVAL OF AGENDA
- 6:35 pm 5. PRESENTATION  
• Recognition of Councilmember Nye
- 6:40 pm 6. PUBLIC COMMENTS – (At this time, citizens have three minutes to address the Council on matters not scheduled for Public Hearing or Council Consideration. State law prohibits the use of this forum to promote or oppose any candidate for public office or ballot measure. Public comments are limited to three minutes. Please provide your name and address for the record.)
- 6:45 pm 7A. – CONSENT AGENDA  
7J. Motion: Approve or Amend the Consent Agenda as Proposed

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

- A. Approve the minutes of the November 18, 2019 Council meeting as submitted.
- B. Receive and File: Claims dated 11/15/19.
- C. Adopt a resolution approving the Planning Commission's 2020 Preliminary Work Plan.
- D. Adopt a resolution approving the Economic Development Advisory Commission's 2020 Preliminary Work Plan.
- E. Adopt a resolution approving the Park Advisory Commission's 2020 Work Plan.
- F. Confirm Julie Finnegan's appointment to the Park Advisory Commission for a term ending January 31, 2024.
- G. Adopt a resolution establishing the City's Legislative priorities for 2020.
- H. Authorize the City Manager to award the Windmill Village demolition project to Northwest Abatement Services, Inc. in the amount of \$178,190.00 plus \$17,640.81 tax for a total of \$195,830.81 and execute all necessary contract documents.
- I. Authorize the City Manager to execute a five-year Lease Agreement with Tahoma Audubon Society for the use of the house at Adriana Hess Wetland Park.
- J. Ratify a settlement agreement with DPK, Inc. in the amount of \$60,000.00 relative to a construction project.

**COUNCIL CONSIDERATION** – (The following item(s) will require Council action.)

- 6:50 pm 8. **EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT**  
• Staff Report • Public Comment • Council Consideration
- 7:20 pm 9. **COMMUNITY COMMERCIAL INTERIM ZONING CODE AMENDMENTS**  
• Staff Report • Public Comment • Council Consideration
- 7:45 pm 10. **CITY MANAGER & COUNCIL COMMENTS/REPORTS** - (Report items/topics of interest from outside designated agencies represented by Council members, e.g., AWC, PRSC, Pierce Transit, RCC, etc., and follow-ups on items of interest to Council and the community.)



# APPROVAL OF CONSENT AGENDA

**CITY OF UNIVERSITY PLACE  
DRAFT MINUTES  
Regular Meeting of the City Council  
Monday, November 18, 2019  
City Council Chambers, Market Place West**

**1. CALL REGULAR MEETING TO ORDER**

Mayor Keel called the Regular Meeting to order at 6:31 p.m.

**2. ROLL CALL**

Roll call was taken by the City Clerk as follows:

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

Staff Present: City Manager Sugg, City Attorney Kaser, Public Works, Parks & Facilities Director Cooper, Planning and Development Services Director Swindale, Chief Premo, Public Safety Manager Hales and City Clerk Genetia.

**MOTION:** By Mayor Pro Tem Belleci, seconded by Councilmember McCluskey, to excuse the absences of Councilmember Figueroa and Councilmember Worthington.

**The motion carried.**

**3. PLEDGE OF ALLEGIANCE**

Councilmember Pro Tem Lee led Council in the Pledge of Allegiance.

**4. APPROVAL OF AGENDA**

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

**The motion carried.**

**5. PRESENTATION**

16<sup>th</sup> Combat Aviation Brigade Update – Colonel Braman, Commander of the 16<sup>th</sup> Combat Aviation Brigade (CAB), introduced new members of his command team and updated Council on 16<sup>th</sup> CAB's missions and accomplishments in the past year.

**6. PUBLIC COMMENTS** – None.

**7. CONSENT AGENDA**

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

- A.** Approve the minutes of the November 4, 2019 Council meeting as submitted.
- B.** Receive & File: Payroll for period ending 10/31/19 and Claims dated 10/31/19.

**The motion carried.**

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

City Manager Sugg talked about the Parks, Recreation and Open Space (PROS) Plan. The survey will help the City identify and assess current park usage and will aid in determining the future park and recreational needs within the City. He indicated that the survey will be posted on the City's website and encouraged the members of the community to participate. Secondly, he remarked on the Planning Commission's efforts and their ongoing work on the Form-Based Code as they prepare for the City's Comprehensive Plan and Zoning Code amendments.

Councilmember McCluskey reported on the Zoo Trek Authority Board meeting she attended.

Mayor Pro Tem Belleci provided information on upcoming community and City events.

Councilmember Pro Tem remarked on the ribbon-cutting event he attended for a new business in the City.

Mayor Keel talked about the impact of Initiative 976 and the impending lawsuits by government agencies challenging the constitutionality of I-976.

## **STUDY SESSION**

### **9. 25<sup>TH</sup> ANNIVERSARY SUBCOMMITTEE REPORT: BRANDING/SPONSORSHIP**

Mayor Pro Tem Belleci updated Council on the 25<sup>th</sup> Anniversary Subcommittee's work and development of ideas that could help the City pay for the anniversary event planned for next year – the idea of branding and soliciting sponsorship for the event. She introduced Bryson Foster of Foster's Creative who presented the general elements of the branding and sponsorship concepts for the City's 25<sup>th</sup> Anniversary program. Council endorsed the branding and sponsorship concepts and provided feedback as well for additional elements to consider.

### **10. ADVISORY COMMISSIONS 2020 WORK PLANS**

Planning Commission Chair Quisenberry and Vice Chair Boykin, Economic Development Advisory Commission Chair Kent and Vice Chair Foster, and Park Advisory Commission Chair Thorndill and Vice Chair Mushallo, presented their respective Commission 2020 work plans for approval by the Council.

Park Advisory Commission Chair Thorndill was advised to amend the Commission's scope of work regarding the City's Capital Improvement Project (CIP) list. Given the fact that the City is going through the process of updating its Parks, Recreation and Open Space (PROS) Plan which would include a review of the City's CIP, the Commission work on it should be put on hold until after the completion of the PROS Plan.

Public Safety Advisory Commission Co-Chairs Wood and Williams indicated that the Commission's 2020 work plan is a continuation of their ongoing 2019 work plan with minor adjustments. Co-Chair Wood indicated, however, that the final draft will not be presented to Council for approval until after Council's retreat in January 2020 so that its public safety goals can be captured and included in the Commission's 2020 work plan.

Public Safety Co-Chair Williams was recognized for her many years of volunteer work in Public Safety Advisory Commission and in the community.

### **11. EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT**

Public Safety Manager Hales provided a brief history on the City's contract relationship with Pierce County Department of Emergency Management (PCDEM) to meet the City's obligations to the community in the events of emergencies and disasters. She informed Council that PCDEM, under its new Director, is

proposing a revised County model starting in 2020. This new model will no longer be contract-based. All current services included in the City's current agreement will still be offered to the City at no cost. She indicated that the Federal Emergency Management Agency (FEMA) administers the Emergency Management Performance Grant (EMPG) funding to Emergency Management Agencies and to be eligible for funding, jurisdictions must meet specific requirements in Title 118 WAC – the ability to operate an Emergency Operations Center (EOC). The City's current EMPG grant goes to the County to offset the cost that the City currently pays under the contract.

Manager Hales, along with Hallie McCurdy of West Pierce Fire & Rescue, presented a proposal for the City to consider partnering with West Pierce Fire & Rescue (WPFR) and the City of Lakewood for an Emergency Management Services regional model based on WPFR's service area. Ms. Hales stated that in addition to maintaining all the services the City currently receives from PCDEM, the City would receive additional, more localized services and benefits, creating greater uniformity, increasing efficiencies, and improving local control. Additionally, Pierce County strongly supports regional collaborations. The cities of Lakewood and University Place would apply their respective EMPG monies to the partnership's emergency management services and WPFR would cover 40% of any remaining service cost not covered by the EMPG grant. The remaining 60% would be split between Lakewood and University Place based on their respective population percentage.

Discussion followed regarding the funding structure for the regional model and the impact on services and priorities.

Staff was directed to bring forth the proposed interlocal agreement between the cities of Lakewood and University Place and West Pierce Fire & Rescue for Council consideration.

## **12. COUNCIL LEGISLATIVE AGENDA FOR 2020**

City Manager Sugg presented the proposed 2020 legislative agenda outlined in the draft resolution included in Council's packet. Staff recommends that the City support AWC's 2020 legislative priorities; and as with prior years, staff also recommends that the City's 2020 legislative priorities remain narrowly focused.

Mayor Keel requested that planning dollars for the Four-Corners project be added to the list.

## **13. COMMUNITY COMMERCIAL INTERIM ZONING CODE AMENDMENTS**

Planning and Development Services Director Swindale provided an overview of the Subarea Plan development process and the City's effort in working with owners of undeveloped or underdeveloped properties in understanding their plans for the properties and assist with the development or redevelopment by providing entitlements, such as favorable zoning, increased height and density to facilitate its redevelopment. He indicated that a redevelopment opportunity has come to the City's attention in the Community Commercial zone of the Town Center District – specifically, the pending sale of an underdeveloped property located at 4201 Bridgeport Way West. Director Swindale stated that the initial staff proposal to increase the allowed building height in the Community Commercial zone, consistent with the Subarea Plan and pending Form-Based Code regulations was met with strong resistance by adjacent single-family residential property owners. As a result, the proposal was amended to restrict height to adjacent single-family zones to 45 feet.

The proposed interim zoning code amendments to the City's Community Commercial Design Standards and Zoning outlined in the staff report and recommended by the Planning Commission will be required to facilitate the proposed redevelopment of the 43<sup>rd</sup> and Bridgeport property and will be consistent with the Regional Growth Center Form-Based Code amendments.

Discussion followed regarding setback requirements and allowed accessory structure uses; commercial percentage requirements for ground floor windows glazing and the intent for the regulation; and possible buffering design components to mitigate light/glare toward adjacent residential area.

Suggested additional amendments: Accessory structures such as garage/carport openings need to face away from residential area; and requirements for additional light and glare mitigation.

Staff was directed to bring forth the proposed amendments with the additional changes for Council consideration.

#### **14. EXECUTIVE SESSION**

At 9:27 p.m., Council adjourned to Executive Session for approximately thirty minutes, per RCW 42.30.110(1)(i), to discuss with legal counsel litigation to which the agency is a party.

#### **15. ADJOURNMENT**

The meeting adjourned at 9:45 p.m. No other action was taken.

Submitted by,

Emy Genetia  
City Clerk

FINAL CHECK LISTING  
CITY OF UNIVERSITY PLACE

Check Date: 11/15/19

Check Range: 51983570 - 51983686 and Wire #6776499, 11145680

Claims Approval

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

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

Vendor Name

Replacement Check #

Original Check #

Auditing Officer: (Signature on file.)

Date: \_\_\_\_\_

Bank : bofa BANK OF AMERICA

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
6776499	11/15/2019	003049	DEPT OF LABOR & INDUSTRIES	3RDQTR19	10/31/2019	3RDQTR19/VOLUNTEER HOURS	18.63	18.63
		Voucher: 46202						
11145680	11/7/2019	002072	WA STATE DEPT OF REVENUE	OCT19	11/7/2019	OCT19/B&O TAX/SWM FEES	958.78	958.78
		Voucher: 46240						
51983570	10/18/2019	022930	FAISON, ERIC	OCT19/BOISE	10/14/2019	PER DIEM/BOISE ID/ECON DEV F	49.00	49.00
		Voucher: 46206						
51983631	11/4/2019	025161	CITY TREASURER	130297	10/7/2019	DTA RECEIVERS/CITY HALL	4.50	4.50
		Voucher: 46195						
51983632	11/5/2019	025161	CITY TREASURER	131373	10/21/2019	CABLE TV/ATRIUM	37.08	37.08
		Voucher: 46196						
51983633	11/15/2019	025179	ACCESS INFORMATION MANAGE	7768059	10/31/2019	NOV19/OFFSITE RECORDS STO	272.85	272.85
		Voucher: 46185						
51983634	11/15/2019	026083	AG ENTERPRISE SUPPLY, INC	INV037482	10/14/2019	PUMP LESS ENGINE	513.21	513.21
		Voucher: 46186						
51983635	11/15/2019	025986	AUSTINCINA ARCHITECTS INC	P1849	10/24/2019	CITY HALL TI/ARCHITECTURAL/E	2,270.50	2,270.50
		Voucher: 46187						
51983636	11/15/2019	002333	BANK OF AMERICA	548001400009914	10/22/2019	MASTERCARD/10-22-2019	9,545.15	9,545.15
		Voucher: 46188						
51983637	11/15/2019	026263	BIEN, EUGENE Y	528	11/3/2019	JAZZ IN THE VILLAGE/NOV 6 & 1	400.00	400.00
		Voucher: 46189						
51983638	11/15/2019	001152	CENTURYLINK	206-Z20-0051	10/20/2019	PHONES/CITY WIDE	675.21	675.21
		Voucher: 46190						
51983639	11/15/2019	001152	CENTURYLINK	1479213752	10/23/2019	LONG DISTANCE	12.59	12.59
		Voucher: 46191						
51983640	11/15/2019	003056	CITY OF LAKEWOOD	MC-00200	10/10/2019	OCT19/COURT SERVICES	8,869.00	8,869.00
		Voucher: 46192						

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	Voucher:	46193	100573267	10/23/2019	POWER/4727 ALAMEDA AVE W	79.15	
			100079031	10/31/2019	POWER/3715 BP WAY W, #D4	23.07	
			100312959	10/31/2019	POWER/3715 BP WAY W, #A1	23.00	
			100312961	10/31/2019	POWER/3715 BP WAY W #A3	42.96	
			100495884	10/31/2019	POWER/3625 DREXLER DR	73.92	
			100079046	10/31/2019	POWER/3715 BP WAY W #D5	51.87	
			100142834	10/31/2019	WATER/3715 BRIDGEPORT WAY	179.22	
			100751205	10/31/2019	WATER/3555 MARKET PLACE WE	179.22	
			100110228	10/31/2019	POWER/3715 BP WAY W #B5	1,243.64	
			101117614	10/31/2019	POWER/3612 DREXLER DR W	438.45	
			100980359	10/30/2019	WATER/6799 CHAMBERS CK RD	1,227.31	
			100808955	10/30/2019	WATER/8235 27TH ST W	44.12	
			100808957	10/30/2019	WATER/7607 27TH ST W	120.55	
			100714386	10/31/2019	POWER/3609 MARKET PL #201	43.75	
			100077129	11/5/2019	POWER/2701 GRANDVIEW DR W	43.65	
			100672402	10/30/2019	WATER/2200 GRANDVIEW DR W	59.54	
			100668524	10/30/2019	WATER/4999 ALAMEDA AVE W	50.72	
			101060038	10/30/2019	WATER/5640 CIRQUE DR W	136.14	
			100176036	11/5/2019	POWER/2695 GRANDVIEW DR W	33.35	
			100668502	10/30/2019	WATER/7820 CIRQUE DR W	22.05	
			100672520	11/5/2019	POWER/2208 GRANDVIEW DR W	141.16	
			100890034	10/30/2019	WATER/7299 57TH ST CT W	66.15	
			100156353	10/31/2019	POWER/4720 BP WAY W	43.29	
			100302273	10/31/2019	POWER/3715 BP WAY W #D2	36.60	
			100668522	10/30/2019	WATER/8902 CHAMBERS CK RD	17.87	
			100105615	10/31/2019	POWER/3503 BP WAY W	49.95	
			100951901	11/1/2019	POWER/7723 CHAMBERS CREEK	72.35	
			100808956	10/30/2019	WATER/8005 27TH ST W	31.98	
			100737857	11/1/2019	POWER/2101 MILDRED ST W	32.30	
			100611293	10/30/2019	WATER/5200 BP WAY W	87.00	
			100386367	10/22/2019	POWER/7223 40TH ST W	193.17	
			100401273	11/5/2019	POWER/8420 20TH ST W	32.78	
			100052902	10/31/2019	POWER/ 3715 BP WAY W/#A HSE	36.36	
			100955347	10/31/2019	POWER/3715 BP WAY W, #E HSE	98.14	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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			101129840	10/31/2019	POWER/3609 MARKET PLACE W	51.62	
			100445063	10/31/2019	POWER/3715 BP WAY W, #E2	28.56	
			100312905	10/31/2019	POWER/3715 BP WAY W, #A-3A	23.07	
			100668525	10/30/2019	WATER/4499 ALAMEDA AVE W	15.43	
			100668523	10/30/2019	WATER/8400 20TH ST W	23.81	
			100940204	10/30/2019	WATER/7299 44TH ST W	16.54	
			100668517	10/30/2019	WATER/4300 BP WAY W	33.08	
			100986098	11/1/2019	POWER/7613 CHAMBERS CREEK	9.40	
			100892486	11/15/2019	POWER/6400 BP WAY W	133.86	
			100668525	10/23/2019	WATER/4499 ALAMEDA AVE W	132.30	
			100068203	10/28/2019	POWER/3715 BP WAY W	1,781.52	
			100668505	10/30/2019	WATER/8102 CHAMBERS CK RD	20.87	
			100086155	10/31/2019	POWER/7801 40TH ST W	7.77	
			100802489	10/31/2019	POWER/3904 BP WAY W	16.48	
			100533758	10/29/2019	POWER/5418 CIRQUE DR W	76.83	
			100961315	10/30/2019	WATER/4399 ELWOOD DR W	12.57	
			100060658	10/24/2019	POWER/3510 67TH AVE W	127.50	
			100104132	10/24/2019	POWER/3503 67TH AVE W	73.81	
			100306924	10/3/2019	POWER/8900 CHAMBERS CK RD	46.00	
			100165190	10/22/2019	POWER/3761 BP WAY W	41.53	
			100864411	10/22/2019	POWER/6730 40TH ST CT W	104.73	
			100083115	10/22/2019	POWER/4000 67TH AVE W	64.35	
			100185134	10/18/2019	POWER/4401 67TH AVE W	62.75	
			100933758	10/18/2019	POWER/7203 44TH ST W	81.33	
			101007602	10/22/2019	WATER/6700 40TH ST W	29.15	
			100456986	10/29/2019	POWER/5918 HANNAH PIERCE F	64.60	
			100086165	10/31/2019	POWER/7813 44TH ST W	7.77	
			101102107	10/31/2019	POWER/3555 MARKET PL W	954.72	
			100668506	10/30/2019	WATER/5700 HANNAH PIERCE R	106.06	
			100312900	10/31/2019	POWER/3715 BP WAY W #E3	32.07	
			100668504	10/30/2019	WATER/7401 CHAMBERS LN W	29.45	
			100668518	10/30/2019	WATER/9600 64TH ST W	59.92	9,597.32

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51983643	11/15/2019	001108	CITY OF UNIVERSITY PLACE	OCT19	11/1/2019	PETTY CASH FUND/REIMBURSE	31.28	31.28
		Voucher: 46194						
51983644	11/15/2019	024076	COMMENCEMENT BAY CONST.IN2040589	8/19/2019	REFUND/PALLET DEPOSIT	-16.53		
		Voucher: 46197	2041668	10/23/2019	RETURN/PALLET DEPOSIT	-16.53		
			2041667	10/23/2019	SAKRETE CONCRETE MIX/PALLI	498.81	465.75	
51983645	11/15/2019	024347	COPIERS NORTHWEST, INC.	INV2042960	10/30/2019	SEP29-OCT28/OVERAGE CHARG	19.74	
		Voucher: 46198	INV2039162	10/22/2019	SEP21-OCT20/OVERAGE CHARG	146.12		
			INV2041784	10/28/2019	SEP23-OCT22/OVERAGE CHARG	34.82	200.68	
51983646	11/15/2019	002256	CORE & MAIN LP	L062548	10/11/2019	FRAME/SOLID COVER/LOCKING	518.18	518.18
		Voucher: 46199						
51983647	11/15/2019	026291	CWT, LLC	35113	10/29/2019	TRAINING/T.WEST,K.SCHMIDT,B.	2,160.00	2,160.00
		Voucher: 46200						
51983648	11/15/2019	001307	DAILY JOURNAL OF COMMERCE,3352269		10/8/2019	MEETING NOTICE/MITIGATION D	91.20	91.20
		Voucher: 46201						
51983649	11/15/2019	026294	DESIGN TWO-FOUR/TWO-SIX	2529	11/5/2019	PERMIT PHASE/IRRIGATION DES	5,880.00	5,880.00
		Voucher: 46203						
51983650	11/15/2019	026118	DREISBACH, KARI	REIMB	10/30/2019	REIMB/SHIPPING FEE/RETURN C	50.66	50.66
		Voucher: 46204						
51983651	11/15/2019	026279	FACTORY 43	342	10/31/2019	CHRISTMAS TREE LIGHTING/PR	1,250.00	1,250.00
		Voucher: 46205						
51983652	11/15/2019	022739	GRAINGER	9336984027	10/28/2019	LAMP/BULBS/TAPE MEASURE	300.03	300.03
		Voucher: 46207						
51983653	11/15/2019	001222	HOME DEPOT U.S.A., INC.	6035-3225-3196-0	10/28/2019	MISC REPAIR & MAINT SUPPLIES	783.61	783.61
		Voucher: 46208						
51983654	11/15/2019	001096	HONEY BUCKET	0551279117	10/12/2019	PORTA POTTY RENTAL/CURRAN	72.00	
		Voucher: 46209		0551279118	10/12/2019	PORTA POTTY RENTAL/SKATE P	72.00	144.00
51983655	11/15/2019	001223	HUMANE SOCIETY OF TACOMA	IVC0002135	11/1/2019	NOV19/BOARDING CONTRACT	120.00	120.00
		Voucher: 46210						
51983656	11/15/2019	026293	JVM ACQUISITIONS LLC	REFUND	10/28/2019	REFUND/CANCELLED BUSINESS	50.00	50.00
		Voucher: 46211						
51983657	11/15/2019	022801	KATE MCDERMOTT	OCT19	10/28/2019	JUL-OCT19/TALKING UP	487.50	
		Voucher: 46212		JUL-OCT19	10/30/2019	JUL-OCT19/HEADLINES COPYWI	1,527.50	2,015.00
51983658	11/15/2019	002091	LEXISNEXIS	3092305034	10/31/2019	OCT19/ONLINE LEGAL SERVICE	109.90	109.90
		Voucher: 46213						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
51983659	11/15/2019	001352	MILES RESOURCES, LLC	14	10/24/2019	FINAL PAY ESTIMATE/BRIDGEPC	2,052.00	2,052.00
		Voucher: 46214						
51983660	11/15/2019	001352	MILES RESOURCES, LLC	301717	10/14/2019	HOT MIXED ASPHALT/PATCHING	509.55	
		Voucher: 46215		301571	10/14/2019	HOT MIXED ASPHALT/PATCHING	288.32	
				301545	10/14/2019	HOT MIXED ASPHALT/79TH AVE	589.34	
				1748619	10/10/2019	DELIVERED CONCRETE/SWM P	799.69	2,186.90
51983661	11/15/2019	026056	MITCHEL PLUMBING CO	19698	10/25/2019	INSTALL HOLDING TANK/OLD TA	2,272.32	2,272.32
		Voucher: 46216						
51983662	11/15/2019	001378	MOUNTAIN MIST WATER	003121189	10/31/2019	#075361/BOTTLED WATER/PW SI	34.55	
		Voucher: 46217		003101426	10/21/2019	#065205/BOTTLED WATER/COU	166.70	
				003095273	10/17/2019	#075361/BOTTLED WATER/PW SI	28.23	
				003069036	10/3/2019	#075361/BOTTLED WATER/PW SI	43.34	272.82
51983663	11/15/2019	026295	NELSON, CATHLEEN	REFUND	11/8/2019	REFUND/DUPLICATE PAYMENT	34.50	34.50
		Voucher: 46218						
51983664	11/15/2019	002150	OFFICE DEPOT,INC.	391567058001	10/18/2019	COPY PAPER	450.18	
		Voucher: 46219		393549797001	10/23/2019	TONER CARTRIDGE	61.33	
				393639060001	10/23/2019	THERMAL PAPER/STENO PADS	14.94	
				388339338001	10/10/2019	MARKER/PLANNER/NOTEBOOK	90.82	617.27
51983665	11/15/2019	026171	ONSOLVE, LLC	INV54661783446	4/30/2019	5-29-19 TO 5-28-20/CODE RED SI	7,000.00	7,000.00
		Voucher: 46220						
51983666	11/15/2019	026197	PACER SERVICE CENTER	5396759-Q32019	10/7/2019	ONLINE COURT SERVICE/ATTOF	32.70	32.70
		Voucher: 46221						
51983667	11/15/2019	001288	PACIFIC WELDING SUPPLIES, LL	01646350	10/28/2019	CONNECTOR BATTERY	179.12	179.12
		Voucher: 46222						
51983668	11/15/2019	026037	PENDLETON CONSULTING LLC	OCT19	10/29/2019	OCT19/EVALUATION/CITY MANA	4,700.04	4,700.04
		Voucher: 46223						
51983669	11/15/2019	001109	PIERCE COUNTY BUDGET & FIN/CI-277057		10/25/2019	SEP19/JAIL SERVICES	3,036.20	
		Voucher: 46224		CI-276914	10/21/2019	SEP19/ANIMAL CONTROL & SHE	12,387.40	
				CI-277022	10/23/2019	SEP19/SPECIAL OVERTIME	10,396.88	
				CI-277069	10/25/2019	3RDQTR19/IT-WIDE AREA NETW	225.00	26,045.48

Bank : bofa BANK OF AMERICA

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51983670	11/15/2019	001588	PIERCE COUNTY SEWER	01633279	11/1/2019	SEWER/1902 SEAVIEW AVE W	20.70
	Voucher:	46225		01571443	11/1/2019	SEWER/7520 CIRQUE DR W	38.72
				01512692	11/1/2019	SEWER/3555 MARKET PL W	20.70
				01576739	11/1/2019	SEWER/3609 MARKET PL W/RET	38.72
				01576721	11/1/2019	SEWER/3609 MARKET PL W/RET	38.72
				01576712	11/1/2019	SEWER/3609 MARKET PL W/RET	38.72
				00664685	11/1/2019	SEWER/4951 GRANDVIEW DR W	218.95
				00604682	11/1/2019	SEWER/2917 MORRISON RD W	20.70
				00566276	11/1/2019	SEWER/3715 BP WAY W	164.88
							600.81
51983671	11/15/2019	001114	PITNEY BOWES GLOBAL FIN. SV(SEP-OCT19	10/31/2019	SEP-OCT19/ACCT19533470/POS	670.00	670.00
	Voucher:	46226					
51983672	11/15/2019	001291	PITNEY BOWES INC	1014216085	10/28/2019	INK/MAIL MACHINE	270.89
	Voucher:	46227					270.89
51983673	11/15/2019	001161	PUGET SOUND ENERGY CORP	200000971479	10/25/2019	GAS/4910 BRISTONWOOD DR W	96.21
	Voucher:	46228		200014542258	10/29/2019	GAS/7450 MARKET SQ W	429.31
				220008861142	10/29/2019	GAS/3715 BP WAY W, #BLDG D1	38.45
				300000009641	11/1/2019	GAS/3715 BP WAY W, #D2 & #A3	83.23
				300000010987	11/1/2019	GAS/3715 BP WAY W, #E2	48.25
				220014491314	10/29/2019	GAS/3715 BP WAY W #E1	36.00
							731.45
51983674	11/15/2019	003165	RAINIER COMMUNICATIONS CEN3RDQTR19	10/31/2019	COMCAST/3RDQTR19/PEG FEES	10,687.94	
	Voucher:	46229		3RDQTR19	11/6/2019	CLICK/3RDQTR19/PEG FEES	1,574.50
							12,262.44
51983675	11/15/2019	001302	RON JONES POWER EQUIPMENT	1462808	10/30/2019	STIHL BLOWER VAC/CHAIN SAW	1,505.47
	Voucher:	46230					1,505.47
51983676	11/15/2019	001124	SAFEWAY, INC.	64682	11/2/2019	ACCT #64682/MISC PURCHASES	10.99
	Voucher:	46231					10.99
51983677	11/15/2019	001426	SPECTRUM SIGN COMPANY, INC	25266	10/24/2019	CITY HALL SIGNAGE	704.00
	Voucher:	46232					704.00
51983678	11/15/2019	026288	TAYLOR MADE PRINTING INC	35830	9/25/2019	FLYERS/OCTOBERFEST	1,093.51
	Voucher:	46233					1,093.51
51983679	11/15/2019	002823	THOMPSON ELECTRICAL CONST	1019-3748HM	10/24/2019	LIGHTING REPAIR/CIVIC CENTE	547.38
	Voucher:	46234					547.38
51983680	11/15/2019	001035	TYLER TECHNOLOGIES, INC.	045-281109	10/24/2019	OCT19/TRAVEL EXPENSES/BISS	2,181.07
	Voucher:	46235					2,181.07
51983681	11/15/2019	025593	UNIV PLACE HISTORICAL SOCIE	REFUND	11/6/2019	REFUND/NOV-DEC 2019/RENT P	2.00
	Voucher:	46236					2.00

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(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
51983682	11/15/2019	025560	UNIVERSITY PLACE CIVIC BLDG 50	10/30/2019	FIRE ALARM SYSTEM	2,307.90	2,307.90	
	Voucher:	46237						
51983683	11/15/2019	025336	US BANK	745000006	10/31/2019	CUSTOMER #745000006/OCT19/I	26.00	26.00
	Voucher:	46238						
51983684	11/15/2019	001032	WA STATE	90112019100058	10/31/2019	OCT19/TELECOMMUNICATIONS	315.00	315.00
	Voucher:	46239						
51983685	11/15/2019	001389	WA STATE PATROL	I20002484	11/6/2019	OCT19/BACKGROUND CHECKS	11.00	11.00
	Voucher:	46241						
51983686	11/15/2019	002662	WASHINGTON AUDIOLOGY SVC I56563	10/24/2019	ANNUAL EMPLOYEE HEARING T	914.15	914.15	
	Voucher:	46242						
<b>Sub total for BANK OF AMERICA:</b>							<b>116,941.32</b>	

58 checks in this report.

Grand Total All Checks: 116,941.32

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

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**Proposed Council Action:**

Adopt a resolution approving the Planning Commission's 2020 Preliminary Work Plan.

**Agenda No:** 7C

**Dept. Origin:** Planning & Development Services

**For Agenda of:** December 2, 2019

**Exhibits:** Resolution, Planning Commission 2020 Work Plan

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Manager:** \_\_\_\_\_

**Approved as to form by City Atty.:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

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

**SUMMARY / POLICY ISSUES**

Each year the City Council establishes a Planning Commission Work Plan based on direction from the City Council, State mandates that require plan or regulatory amendments, privately initiated amendment applications and advice from staff. This year Staff recommends the attached 2020 Annual Preliminary Planning Commission Work Plan with the following explanation:

The Planning Commission will finalize recommendations for Comprehensive Plan amendments to implement the University Place Regional Growth Center Subarea Plan and Council Resolution 791. Resolution 791 calls for recommendations that reduce the number of plan designations and align multiple zones under some of these designations.

The Planning Commission will continue work with staff and a consultant in drafting a new form-based code to implement the amended Comprehensive Plan and Subarea Plan.

The Planning Commission will review UPMC Title 23 Telecommunications to address the expanding use of small cell technology. The FCC recently adopted a report and order preempting some local government regulation of small cell telecommunications. The City needs to amend its telecommunications regulations for consistency with new FCC rules.

The Planning Commission will review and provide input on Subarea District Regulating Plans to further implement the Subarea Plan. The Northeast Business District is of special interest as several other jurisdictions have significant interest in the corner of 19<sup>th</sup> and Mildred.

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning Commission recommends adoption of the Planning Commission's 2020 Annual Preliminary Work Plan.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a resolution approving the Planning Commission's 2020 Annual Preliminary Work Plan.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,  
WASHINGTON, ADOPTING THE 2020 PLANNING COMMISSION PRELIMINARY  
WORK PLAN**

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, in accordance with Section 1.35.050 of the University Place Municipal Code, directives to the City's Commissions are to be in the form of a City Council Resolution; and

WHEREAS, each year the City Council adopts an Annual Preliminary Planning Commission Work Plan directing the Planning Commission to review and recommend plan and development regulation amendments; and

WHEREAS, the City Council now desires to approve said work plan.

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

Section 1. Adoption of the 2020 Annual Preliminary Planning Commission Work Plan. The City Council directs the Planning Commission to review and make recommendations regarding those items listed in the 2020 Annual Preliminary Planning Commission Work Plan attached hereto as Exhibit A.

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

**ADOPTED BY THE CITY COUNCIL ON DECEMBER 2, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
Emelita J. Genetia, City Clerk

**APPROVED AS TO FORM:**

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

Exhibit A  
2020 Annual Preliminary Planning Commission Work Plan

January	February	March	April	May	June	July	August	September	October	November	December
Form-Based Code											
			Comprehensive Plan								
		Small Cell Telecom Amendments									
									District Plan TBD		
<b>Form-Based Code</b>	Amend the Zoning Code and Map, including zone descriptions, use tables, bulk regulations and other zoning provisions to implement the University Place Regional Growth Center Subarea Plan. Establish Form-Based Code provisions for each subarea district.										
<b>Comprehensive Plan</b>	Finalize recommendations for Comprehensive Plan and Map amendments to implement the University Place Regional Growth Center Subarea Plan.										
<b>Small Cell Telecom Amendment</b>	The FCC recently adopted a report and order preempting some local government regulation of small cell telecommunications. The City needs to amend its telecommunications regulations for consistency with new FCC rules. Review the FCC ruling and recommend amendments to Title 23.45 for consistency with the ruling and to clarify existing provisions related thereto.										
<b>Four Corners?</b>	Develop and recommend Subarea District Regulating Plans to further implement Subarea Plan based on outcome of Zoning Code amendments and status of opportunity properties. This project would continue in 2021.										

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

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**Proposed Council Action:**

Adopt a resolution approving the Economic Development Advisory Commission's 2020 Preliminary Work Plan.

**Agenda No:** 7D

**Dept. Origin:** Community & Economic Development

**For Agenda of:** December 2, 2019

**Exhibits:** Proposed Resolution, Exhibit A

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Manager:** \_\_\_\_\_

**Approved as to form by City Atty.:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure

Required: \$0.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$0.00

**SUMMARY / POLICY ISSUES**

Each year the City Council establishes an Economic Development Advisory Commission Work Plan based on direction from the City Council and advice from staff. This year Staff recommends the attached Preliminary 2020 Annual Economic Development Advisory Commission Work Plan with the following explanation:

The Economic Development Advisory Commission will participate with the Planning Commission in zoning code revisions and comprehensive plan amendments as related to implementation of the Subarea Plan by providing business perspective on potential impacts. This work will continue throughout 2020 and will be dependent on the work plan of the Planning Commission. In support of City Council Goal 5, the Commission will review and provide input on tools and incentives designed to encourage development within the subareas.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a resolution approving the Economic Development Advisory Commission's 2020 Annual Preliminary Work Plan.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,  
WASHINGTON, ADOPTING THE 2020 ECONOMIC DEVELOPMENT ADVISORY  
COMMISSION PRELIMINARY WORK PLAN**

WHEREAS, the City Council established and appointed Citizen Advisory Commissions to advise the City Council on a number of topics of community concern; and

WHEREAS, the Economic Development Advisory Commission is specifically tasked under the municipal code with advising the City Council on matters relating to economic development in the City; and

WHEREAS, in accordance with Section 1.35.050 of the University Place Municipal Code, directives to the City's Commissions are to be in the form of a City Council Resolution; and

WHEREAS, each year the City Council has reviewed the preliminary work plan of the Commission; and

WHEREAS, the City Council now desires to approve said work plan.

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

Section 1. Adoption of the 2020 Annual Preliminary Economic Development Advisory Commission Work Plan. The City Council directs the Economic Development Advisory Commission to review and make recommendations regarding those items listed in the 2020 Annual Preliminary Economic Development Advisory Commission Work Plan attached hereto as Exhibit A.

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

**ADOPTED BY THE CITY COUNCIL ON DECEMBER 2, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
Emelita J. Genetia, City Clerk

**APPROVED AS TO FORM:**

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

## Economic Development Advisory Commission Workplan 2020

**Commission Scope and Intent:**

“City Council commissions provide a community sounding board and focus group to originate ideas and assist the City Council in fashioning legislative policy. Commissions are exclusively advisory to the City Council. Commissions may not take independent action representing the City with other agencies or bodies, and do not direct or duplicate the work of the City’s administration. The Economic Development Advisory Commission advises the City Council on matters relating to economic development in the City.” (Exhibit A to City of University Place Ordinance No. 692)

<b>Strategy</b>	<b>Timeframe Anticipated</b>	<b>Progress: June 2020</b>	<b>Progress: December 2020</b>
<i>In support of City Council Goal 1 – A targeted business retention/recruitment strategy</i>			
Commissioners will develop and retain familiarity with the UP business community by attending ribbon cuttings and open houses as facilitated by Economic Development staff.	Throughout 2020		
<i>In support of City Council Goal 5 – Complete and Implement action plans for the Subarea Plans.</i>			
Review and provide input on proposed economic development tools and incentives related to subarea plan implementation.	Throughout 2020		
Participate with the Planning Commission in zoning code revisions and comprehensive plan amendments as related to the subarea plan. Provide business perspective on potential impacts.	See Planning Commission Workplan		
Provide information about and attend public events and activities in the Village at Chambers Bay.	Throughout 2020		
Provide a Liaison to the Planning Commission to facilitate communication between Commissions and to bring a business perspective to Planning projects.	Throughout 2020		

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

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**Proposed Council Action:**

Adopt a resolution approving the Park Advisory Commission's 2020 Annual Preliminary Work Plan.

**Agenda No:** 7E  
**Dept. Origin:** Public Works, Parks & Facilities  
**For Agenda of:** December 2, 2019  
**Exhibits:** Resolution, Exhibit A  
**Approved by Dept. Head:** \_\_\_\_\_  
**Approved as to Form by City Atty.:** \_\_\_\_\_  
**Approved by City Manager:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Concurred by Mayor:** \_\_\_\_\_

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

The City Council established and appointed a Park Advisory Commission to advise City Council on matters related to City parks. The Park Advisory Commission (PAC) has proposed a 2020 workplan. The City Council is approving PAC's proposed 2020 work plan.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a resolution approving the Park Advisory Commission's 2020 Annual Preliminary Work Plan.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,  
WASHINGTON, ADOPTING THE 2020 PARK ADVISORY COMMISSION  
PRELIMINARY WORK PLAN**

WHEREAS, the City Council established and appointed Citizen Advisory Commissions to advise the City Council on a number of topics of community concern; and

WHEREAS, the Park Advisory Commission is specifically tasked under the municipal code with advising the City Council on matters relating to City parks; and

WHEREAS, in accordance with Section 1.35.050 of the University Place Municipal Code, directives to the City's Commissions are to be in the form of a City Council Resolution; and

WHEREAS, each year the City Council has reviewed the preliminary work plan of the Commission; and

WHEREAS, the City Council now desires to approve said work plan.

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

Section 1. Adoption of the 2020 Annual Preliminary Park Advisory Commission Work Plan. The City Council directs the Park Advisory Commission to review and make recommendations regarding those items listed in the 2020 Annual Preliminary Park Advisory Commission Work Plan attached hereto as Exhibit A.

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

**ADOPTED BY THE CITY COUNCIL ON DECEMBER 2, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
Emelita J. Genetia, City Clerk

**APPROVED AS TO FORM:**

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

# Exhibit A - Proposed 2020 Park Advisory Commission (PAC) Work Plan and Goals

January	February	March	April	May	June	July	August	September	October	November	December	
1. PROS Plan		CIP list										
2. Recommend marketing strategies to promote UP parks, resulting in increased park awareness, usage and satisfaction of UP citizens												
3. Continue discussions as needed or requested by Council after the adoption by Council of the PROS Plan and the Park Advisory Commission's 2020 CIP list												

PAC Goals	
1	<p><b>Continue to review and update UP park systematic review resulting in an updated PROS Plan and Capital Improvement Plan (CIP) list for Council consideration. During this process, obtain community input on improvements that would result in increased community usage and satisfaction. Also review park master plans to be sure recommendations are congruent with plans or to point out any inconsistencies for further study.</b></p> <p>Note: The following are EXAMPLES of some of the enhancements that PAC has been discussing during 2019.</p> <ul style="list-style-type: none"> <li>• Build a permanent restroom at Curran Apple Orchard Park as requested by the CORE Group</li> <li>• Recommend a usage plan for the one acre UP Park which is located at the corner of 27<sup>th</sup> Street W. and Elwood Drive W</li> <li>• Build pickleball, basketball and tennis courts and another picnic shelter at Cirque Park</li> <li>• Build a splash pool and additional play ground options for children ages 6 - 12 at Cirque Park</li> <li>• Promote the development of a connection trail between Adrianna Hess Park and Paradise Pond Park</li> <li>• Request a professional master planning firm be hired to assist the UP Parks Director in the development of Creekside Park, making it available for community use*</li> <li>• Promote a trail development and bridge installation from the Alameda Drive side of Creekside Park to cross Leach Creek and connect the trail to the Cirque Street</li> <li>• Build parking lots and picnic shelters for use at Riconosciuto Park and for the 4 acre park just north of Creekside Park</li> </ul>

\*Note: In 2013 PARC held two public meetings to listen to the residents of that area. From this a "vision" was developed. UP Parks Director, Gary Cooper, now recommends refinement & design of that vision including a grading plan which will require assistance from a professional "master planning" firm.

2	<p><b>Recommend marketing strategies to promote UP parks, resulting in increased park awareness, usage and satisfaction of UP citizens</b></p> <p>Note: The following are EXAMPLES of possible enhancements that PAC may continue to discuss.</p> <ul style="list-style-type: none"> <li>• Promote a "Park of the Month" program and information through sources such as the UP Monthly Headlines Newsletter and other locations of the UP website</li> <li>• Offer occasional public tours of the parks lead by PAC Commissioners</li> <li>• Collaborate with other organizations and events, such as National Trails Day and Washington Trails Day, to increase awareness of UP parks and trails</li> <li>• Initiate a "UP Walking Club" led by UP volunteers. Walkers might meet initially meet at a location(s) in the UP Town Center and include walks that pass or travel through UP parks as part of the walking routes.</li> <li>• Add signage to parks as needed to increase visibility, awareness and community pride</li> <li>• Add information on the UP website about each park to include location, size, photos, available trail access and other park amenities</li> <li>• Post trail maps in parks with trails to promote easier navigation and additional usage (e.g. Paradise Pond Park and Riconosciuto Park have trails that are not easy to use without trail maps)</li> </ul>
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3	<p><b>Continue discussions as needed or requested by Council after the adoption by Council of the 2020 PROS Plan and the Park Advisory Commission's 2020 CIP list</b></p> <p>Once Council approves both the 2020 PROS Plan and the 2020 PAC CIP list, the commission will decide where best to commit its time for the 2020 year.</p>
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Relationship to 2019-2020 University Place Council Goals and Priorities
<p>The proposed 2020 Work Plan of the Park Advisory Commission is closely aligned with the following UP Council Goals and Priorities established in 2019:</p> <ol style="list-style-type: none"> <li>1. Related to business retention and recruitment                             <ul style="list-style-type: none"> <li>• Business that can thrive with UP's geographic, social and quality of life assets PAC Goals 1 and 2 help make the UP community more livable and improve the quality of life for UP citizens</li> </ul> </li> <li>2. Implement an electronic citizens/public communications strategy. PAC Goal 2</li> <li>10. Understand and define citizen involvement and value of volunteers/events on community image and desirability PAC Goals 1, 2 and 3</li> <li>15. Increase staff awareness/education of Council's direction of service to the community. <u>"Service that results in citizen trust and confidence."</u> PAC Goals 1, 2 and 3</li> </ol>

The overall plan was approved by UP Park Advisory Commission on 10/10/19 for submission to UP City Council. Verbiage added to Goal #1 after Council 11/18/19 meeting to respond to existing park master plans.

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

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**Proposed Council Action:**

Confirm Julie Finnegan's appointment to the Park Advisory Commission for a four-year term ending January 31, 2024.

**Agenda No:** 7F  
**Dept. Origin:** Clerk's Office  
**For Agenda of:** December 2, 2019  
**Exhibits:** Application

**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**

For Council review and confirmation, Mayor Keel submits his appointment for the Park Advisory Commission. All Commission appointments are made by the Mayor subject to confirmation by the City Council.

**RECOMMENDATION / MOTION**

**MOVE TO:** Confirm Julie Finnegan's appointment to the Park Advisory Commission for a four-year term ending January 31, 2024.

# APPLICATION FOR APPOINTMENT CITIZEN ADVISORY COMMISSION



3609 Market Place West, Suite 200  
University Place, WA 98466  
PH: (253) 566-5656 FAX: (253) 460-2541

**Note: Information on this form, other than the personal information reflected by an asterisk, becomes public information when submitted. Please type or print clearly.**

I am interested in serving on the following commission:

- Park Advisory Commission
- Planning Commission
- Public Safety Advisory Commission
- Economic Development Advisory Commission

Name

Julie Finnegan

\*Home Phone

[REDACTED]

\*Street Address

[REDACTED]

Work Phone

(253) 566-5670

\*City, State, Zip

[REDACTED]

UP Resident?

Yes  No

\*Email Address (Work email addresses become public information)

[REDACTED]

Are you over the age of 18?  Yes  No

If No, date of birth:

Occupation:

para-educator

Education:

Curtis Highschool, 15 yrs of various college level courses

Professional and/or Community Activities:

As PAC commissioner I attended many park clean-ups, as a para-educator I work with special ed students.

Do you or your spouse have a financial interest in, or are you an employee or officer of any business which does or seeks to do business with the City of University Place?

Yes  No If yes, please explain: \_\_\_\_\_

Are there any special accommodations that you require?

Yes  No If Yes, please describe: \_\_\_\_\_

Have you ever been convicted of a felony or have you been convicted of a misdemeanor other than minor traffic offenses within the past three (3) years?

Yes  No If yes, please explain: \_\_\_\_\_

SUPPLEMENTAL APPLICATION FOR RE-APPOINTMENT  
PARK ADVISORY COMMISSION

University Place 

3609 Market Place West, Suite 200  
University Place, WA 98466  
PH: (253) 566-5656 FAX: (253) 460-2541

Name: Julie Finnegan

**Note: All information on this form becomes public information when submitted. Please type or print clearly.**

Why do you want to continue serving on the Commission?

University Place is rapidly changing, there are a lot of new and exciting projects coming up that I would like to do the hard work, and be part of!

What do you feel is the most important task of the Commission and what skills do you bring to accomplish this task?

Our job is to carry out the tasks of city Council. I also think it is important to have a good understanding of how our community sees the future of our parks. I have the skill of experience.

Describe your involvement in the Commission and the results achieved by your participation.

As I have served two terms as PAC Commissioner, I am the senior member. I have logged numerous hours raking and picking up brush, also attending various events. A good percentage of our CIP was achieved from the work of myself and past Commissioners

What, in your opinion, is the most significant issue that needs to be addressed by the Commission at this time?

Right now we are working on the PROS Plans, and CIP. These two projects will involve a lot of time, and are very important!

Please provide names and phone numbers of three references:

Name: Amandy Lackey Phone: (253) 468-1734  
Name: Gary Cooper Phone: (253) 460-6494  
Name: Dana Russell Phone: (253) 905-2296

In case of an emergency, please contact:

\*Name: [REDACTED] \*Phone: [REDACTED] \*Relationship: [REDACTED]  
\*Name: [REDACTED] \*Phone: [REDACTED] \*Relationship: [REDACTED]

To the best of my knowledge, the information provided herein is true and complete. I understand that falsification of this application will be grounds for dismissal as a committee/commission member. Further, I give permission for an authorized representative of the City of University Place to conduct a state patrol criminal background check and to inquire of former employers and other individuals about my ability to perform all aspects of the volunteer position for which I am being considered, and I release the City of University Place and those individuals and/or institutions that provide information from any liability that may arise from the provision of this information.

I authorize any necessary emergency medical treatment that might be required for me in event of physical injury and/or accident to me while participating in this program. Furthermore I authorize the City of University Place and its agents the right to take and use photographs of me for civic purposes including use in City publications and on the City website. I understand that the City cannot always control use of these photographs by third parties.

As a volunteer for the City of University Place, I agree to follow all of the rules outlined in the City's volunteer policy. I will use all provided equipment appropriately and follow all safety practices. I am aware that the work associated with being a City volunteer involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the opportunity to participate in the City's volunteer program, I hereby, on behalf of my heirs and myself, assume all risks in connection with my participation in this program. I further hold harmless the City of University Place, its officials, employees, and agents, for any injuries, losses or damages which may occur to me while I am participating in this program, and I waive any right to bring claim or lawsuit against them for any such injury, loss, damage, or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all lawsuits for injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the volunteer program except for injuries or damages caused by the sole negligence of the City.

Signature: Judie Finnegan Date: 11/15/19

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

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**Proposed Council Action:**

Adopt a resolution establishing the City's legislative priorities for 2020.

**Agenda No:** 7G  
**Dept. Origin:** City Manager  
**For Agenda of:** December 2, 2019  
**Exhibits:** Resolution

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

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

The purpose of drafting a City of University Place's list of legislative priorities is to articulate the City's position on several matters that the City would like to see addressed or are expected to arise during the State's upcoming legislative session. As reflected in the attached resolution, the City's highest priority for 2020 is a request for state adoption of a comprehensive set of transportation policies that provide robust new resources and local options. In light of the passage of I-976, the City believes addressing the impending deficiency in state and local transportation funding must be the paramount objective for this legislative session. For University Place, we are seeking the replacement of over \$850,000 a year, or 40% of our street maintenance budget.

The City also supports a coordinated effort by the City, Sound Transit, the City of Tacoma, the City of Fircrest, Pierce County, Pierce Transit, Tacoma Housing Authority, Metro Parks and Tacoma Community College to obtain a grant to study potential zoning changes, transportation and other infrastructure improvements, and economic development incentives to achieve redevelopment of the "Four Corners" area of our communities, consistent with the State's Growth Management Act.

The City's position on a broader array of issues is well reflected in position papers and legislative agendas of organizations in which we participate, such as the Association of Washington Cities.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a Resolution establishing the City's legislative priorities for 2020.

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

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,  
ESTABLISHING THE CITY'S 2020 LEGISLATIVE PRIORITIES**

WHEREAS, the 2019-2020 City Council goals call for the identification and adoption of intergovernmental legislative priorities; and

WHEREAS, an adopted list of priorities will assist in developing effective communication between the City Council and other elected officials, provide policy guidance to the City Manager, and inform residents of issues of importance to the City; and

WHEREAS, the City Council now desires to formally adopt a list of 2020 City legislative priorities.

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

Section 1. Approval of 2020 Legislative Priorities. The City of University Place's 2020 legislative priorities are as follows:

- Initiative 976 – The City supports the Association of Washington Cities' ("AWC") request for state adoption of a comprehensive set of transportation policies that provide robust new resources and local options. In light of the passage of I-976, we believe addressing the impending deficiency in state and local transportation funding must be the paramount objective for this legislative session. For University Place, we are seeking the replacement of over \$850,000 a year, or 40% of our street maintenance budget.
- Local Infrastructure – The City supports AWC's request for additional economic development tools to assist in maintaining, expanding and modernizing local infrastructure to help spur local private sector investment.
- City-State Partnership – The City supports the existing partnership between the State and its cities, in particular the distribution of liquor revenues and criminal justice assistance funding, which has advanced our shared goals of maintaining safe, successful communities.
- New Housing Tools – The City supports AWC's request for additional State investment in affordable housing, including the creation of new tools to attract multi-family housing in the urban centers of cities like University Place.
- Four Corners – The City supports a coordinated effort between the City, Sound Transit, the City of Tacoma, the City of Fircrest, Pierce County, Pierce Transit, Tacoma Housing Authority, Metro Parks and Tacoma Community College to obtain a grant to study potential zoning changes, transportation and other infrastructure improvements, and economic development incentives to achieve redevelopment of the "Four Corners" area of our communities, consistent with the State's Growth Management Act.

Section 2. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

**ADOPTED BY THE CITY COUNCIL ON DECEMBER 2, 2019.**

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Kent Keel, Mayor

**ATTEST:**

\_\_\_\_\_  
Emelita J. Genetia, City Clerk

**APPROVED AS TO FORM:**

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

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

**Proposed Council Action:**

Authorize the City Manager to award the Windmill Village demolition project to Northwest Abatement Services, Inc. in the amount of \$178,190.00 plus \$17,640.81 tax for a total of \$195,830.81 and execute all necessary contract documents.

**Agenda No:** 7H  
**Dept. Origin:** Public Works, Parks & Facilities  
**For Agenda of:** December 2, 2019  
**Exhibits:** Bid Tabulation Sheet  
**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Manager:** \_\_\_\_\_  
**Approved as to form by City Atty.:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

Expenditure Required: \$195,830.81	Amount Budgeted: \$240,000.00	Appropriation Required: \$0.00
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**SUMMARY / POLICY ISSUES**

The bid opening for the Windmill Village Demolition project was held on November 14<sup>th</sup>, 2019. Eight bids were received. Northwest Abatement Services Inc has submitted the lowest responsive, responsible bid in the amount of \$178,190 plus \$17,640.81 tax for a total of \$195,830.81. The project demolition of four buildings, including concrete foundations, concrete slabs, courtyards, removing and waste hauling all concrete and building debris and restoration of disturbed areas with placement of crushed surfacing.

**ALTERNATIVES CONSIDERED**

BIDDER NAME	BID AMOUNT
3 Kings Environmental, Inc.	\$313,215.00
Rhine Demolition, LLC	\$282,400.00
R L Clearing & Excavating, Inc.	\$296,640.00
Skycorp, Ltd.	\$203,573.27
Ascendent, LLC	\$225,604.00
Dickson Company	\$253,012.53
Rivers Edge Environmental Services, Inc.	\$294,153.62
<b>Northwest Abatement Services, Inc.</b>	<b>\$178,190.00</b>

**RECOMMENDATION / MOTION**

**MOVE TO:** Authorize the City Manager to award the Windmill Village demolition project to Northwest Abatement Services, Inc. in the amount of \$178,190.00 plus \$17,640.81 tax for a total of \$195,830.81 and execute all necessary contract documents.

CITY OF UNIVERSITY PLACE  
 BID OPENING – WINDMILL VILLAGE DEMOLITION  
 THURSDAY, NOVEMBER 14, 2019

NO.	BIDDER NAME	BID SEALED	BID SIGNED	BID BOND INCLUDED	BID AMOUNT
	3 KINGS ENVIRONMENTAL, INC.	X	X	X	\$313,215.00
	RHINE DEMOLITION, LLC	X	X	X	\$282,400.00
	R L CLEARING & EXCAVATING, INC.	X	X	X	\$296,640.00
	SKYCORP, LTD.	X	X	X	\$203,573.27
	ASCENDENT, LLC	X	X	X	\$225,604.00
	DICKSON COMPANY	X	X	X	\$253,012.53
	RIVERS EDGE ENVIRONMENTAL SERVICES, INC.	X	X	X	\$294,153.62
	NORTHWEST ABATEMENT SERVICES, INC.	X	X	X	\$178,190.00

Staff Present:  
 Gary Cooper \_\_\_\_\_  
 Debra Kelly-Sage \_\_\_\_\_  
 Emy Genetia \_\_\_\_\_  
 Tony West \_\_\_\_\_

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

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**Proposed Council Action:**

Authorize the City Manager to execute a five-year Lease Agreement extension with Tahoma Audubon Society for the use of the house at Adriana Hess Wetland Park.

**Agenda No:** 71  
**Dept. Origin:** Public Works & Parks  
**For Agenda of:** December 2, 2019  
**Exhibits:** Lease Agreement

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

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

In 1999 the City entered into a five-year agreement with Tahoma Audubon for the lease of the house at Adriana Hess Park for the provision of educational programs and interpretive center. In consideration of the public benefit, a nominal rent in the amount of One Dollar was agreed upon. The lease was extended in 2004, 2009, 2014 for an additional five-year term. The current lease expires December 1, 2019.

**RECOMMENDATION / MOTION**

**MOVE TO:** Authorize City Manager to execute a five-year Lease Agreement extension with Tahoma Audubon Society for the use of the house at Adriana Hess Wetland Park.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is dated effective this \_\_\_\_ day of \_\_\_\_\_2019, and is made and entered into between The City of University Place, a Washington municipal corporation, (hereinafter referred to as “City”) and The Tahoma Audubon Society, a Washington non-profit corporation (hereinafter referred to as “Society”).

Now, therefore, the Parties agree as follows:

### 1. Premises.

The City does hereby agree to lease to the Society and the Society does hereby agree to lease from the City, a certain single-family residence commonly known as 2917 Morrison Road West, University Place, WA 98466, and legally described in Exhibit “A” attached hereto and incorporated herein by this reference (“Premises”) for the purpose of maintaining an office, storage area, retail space and interpretive displays.

### 2. Term.

This Agreement shall be for a term of five (5) years, commencing on the 1st day of December 2019. The parties may opt to renew this Agreement for an additional term of five (5) years, subsequent to both parties. Notice of intent to renew must be provided to the City ninety (90) days prior to the expiration of the Term. In addition, the terms and conditions of this Lease shall be in full force and effect as of the date on which the Society obtains possession of the Premises pursuant to Section 3 of this Agreement.

### 3. Consideration.

(a) The Society covenants and agrees to pay as rent for the use of the Premises the nominal rent in the amount of ONE DOLLAR (\$1.00), payable, on the 9th day of December, 2019 at the City's address specified in paragraph 20 below, or at any other address of which the City notifies the Society in writing. The annual rent hereunder shall be payable upon execution of this Agreement.

(b) The valuable consideration for this agreement is the Society promise to provide for the following hours of the facility being open to the public and for the provision of educational programs to the residents of the City of University Place. During the months of April through September the interpretative center shall be open to the public at least twenty (20) hours per week with hours of operation during at least two weekdays (Monday – Friday) and at least one weekend day (Saturday or Sunday). During the months of October through March the interpretative center shall be open to the public at least fifteen (15) hours per week with hours of operation during at least two weekdays (Monday – Friday) and at least one weekend day (Saturday or Sunday). To be open to the public is defined as the facility being unlocked with restrooms and meeting room available for use and at least one Society staff or volunteer available to the public for assistance.

(c) The City may use and/or rent out the meeting room space within the facility. The Society may not rent out the meeting room space and the Society’s use of the meeting room and facility shall be for educational and interpretative program related. Scheduling of the room will be done quarterly with the Society having first priority and the City having second priority for usage scheduled before the quarterly deadline. After the quarterly scheduling deadline, the City will have first priority with the Society having second priority. The master room schedule will be kept on premise and maintained by the Society. The scheduling is as follows:

Quarter	Deadline	Term
1 <sup>st</sup>	December 15	January - March
2 <sup>nd</sup>	March 15	April – June
3 <sup>rd</sup>	June 15	July – September
4 <sup>th</sup>	September 15	October - December

### 4. Possession.

Upon execution of this Agreement or the renewal provided for in Section 2, the Society shall be entitled to possession of the Premises for purposes of occupying. By taking possession of the Premises, the Society shall be deemed to have accepted the Premises as is. Use of the Premises shall be exclusive to the Society and shall not be shared by others without the written approval of the City.

**5. Alterations or Improvements.**

(a) All alterations or improvements to the Premises undertaken by the Society shall be constructed at the Society's expense or paid for by means other than the City. The Society agrees that it will not allow any liens, including laborer or materialmen's liens, to attach to the Premises as a result of any construction performed on the Premises, and the Society further agrees to hold the City harmless from any and all claims, including costs, attorney's fees, and expenses, arising in any way from any construction on the Premises. Unless specifically agreed otherwise in writing signed by the City prior to construction or addition of any alterations or improvements to the Premises, all alterations and improvements shall become the property of the City upon termination or expiration of this Agreement.

(b) The Society shall not perform or cause to be performed any alterations or improvements to the Premises without first obtaining the City's review and approval of said alterations or improvements. The City shall have the right in its sole judgement and discretion to refuse permission to any proposed improvements. All hours of work in performing alterations or improvements shall also be subject to the City's prior approval. The Society understands that tenant improvements may still be subject to state public works contract bid requirements.

(c) At the termination of this Agreement the Society shall ensure that the condition of the Premises is equal to or better than the condition existing at the commencement of this Agreement, as determined by the City.

**5. Encumbrances.**

The Society agrees to keep the Premises free and clear of all mortgages, levies, liens, and encumbrances, whether voluntary or involuntary, and to notify the City in writing within ten (10) days after any such mortgage, levy, lien, or encumbrance shall attach to the Premises. The City may, in addition to exercising any other right it may have under this Agreement, and at its sole option, discharge any such mortgage, levy, lien, or encumbrance, and the Society shall, upon demand, reimburse the City for the full amount of any payment for this purpose, plus interest thereon at the rate of twelve percent (12%) per annum, or such lesser rate as may be the maximum permitted by applicable law, together with reasonable attorneys fees and costs.

**6. Utilities**

(a) The Society shall pay for water, electricity, telephone and any alarm system services costs.

(b) The City shall be responsible for providing the utility services of sewer and garbage disposal services at the premises.

(c) The City will pay for janitorial services to be done once per week in the lobby/retail area, meeting room, restroom and kitchen area. The Society will be responsible for custodial duties in the office areas and any additional services required in the building.

**7. Repairs and Maintenance.**

(a) The Society agrees during the term of this Agreement to keep the Premises in a condition and state of repair as good as the same shall be on the date of the Society's possession of the Premises pursuant to this Agreement, reasonable wear and tear excepted.

(b) The City shall have the sole discretion to make any repairs. The City shall pay the full cost of all repairs and maintenance to the Premises, unless otherwise agreed upon by the Parties to jointly share the costs.

(c) The City shall not be required to make any repairs unless and until written notice of the need for said repairs shall have first been given by the Society to the City in writing at the City's address specified in paragraph 20 below. The City shall not be called upon to make any improvements, alterations, or repairs of any kind with respect to the Premises except as specifically provided herein.

(d) The Society will keep all drainage pipes free and open and will protect water, heating, and other pipes from freezing so that they will not become clogged or broken.

**8. Indemnity/Insurance.**

(a) The City shall not be liable for any injury to any person, or for any loss of or damage to any property of the Society, occurring in or about the Premises from any cause whatsoever.

(b) The Society shall, at its own expense, maintain proper liability insurance with a reputable insurance company or companies in the minimum amount of One Million Dollars per incident and in the minimum amount of Two Million Dollars annual aggregate to indemnify both the City and the Society against any such claims, demands, losses, damages, liabilities, or expenses. The City shall be named as additional insured and shall be furnished with a copy of the certificate of insurance, which shall bear an endorsement that the same shall not be canceled except upon 30 days prior written notice to the City.

(c) The Society agrees that it will not do nor permit to be done in or about the Premises any act or thing which will invalidate any insurance thereon, or increase the rate of insurance over and above the usual rate for buildings used for general business purposes, nor will the Society permit the Premises to be put, kept, or maintained in such condition or so occupied that the same will not be insured.

(d) The Society hereby releases the City from liability and waives all right of recovery against the City for any loss of, in or about the Premises, from perils insured against under the Society's fire insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided, however, that this section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of the City or the Society.

**9. Fire or Other Casualty.**

In the event the Premises are damaged and/or destroyed by unavoidable casualty or risks covered by standard form fire and extended coverage insurance to such an extent as to render any portion of the Premises untenable, the City shall have the option to rebuild or repair the Premises or terminate the lease if the City chooses not to repair or rebuild. The City shall have thirty (30) days after the date of written notification by the Society of the happening of any such contingency in which to notify the Society of the City's intention to rebuild or repair the Premises or the parts so damaged. If the City elects to rebuild or repair said Premises, the City shall prosecute the work of such rebuilding or repairing without unreasonable delay. If the City fails to give said notice within said period, the Society shall have the right to terminate this Agreement by written notice to the City at any time prior to commencement of reconstruction or repair of the Premises.

**10. Eminent Domain.**

In the event of a taking of all or any part of the Premises by eminent domain and such taking renders the Premises unsuitable for the activities of the Society, then this Agreement may, at the option of either party, be terminated as of the date when the Society is required to vacate the portion of the Premises so taken. Exercise of said option to terminate shall be made by written notice given to the other party not more than ninety (90) days after either party has received notice of the taking, and if terminated, all rents shall be paid to the date of termination. The City reserves and excepts all rights to compensation and damages to the Premises for any taking by eminent domain, and the Society shall make no claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business.

**11. Bankruptcy.**

Neither this Agreement nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the Society is declared or adjudicated bankrupt, or voluntarily offers to creditors terms of composition, or in case a receiver is appointed to take charge of and conduct the affairs of the Society, the City may, at its option, declare this Agreement terminated and null and void, and may re-enter the Premises immediately. Nothing in this section shall be construed to limit the right of the City to prove its claim in any such bankruptcy or receivership for installments of rent due and unpaid at the time of such bankruptcy or receivership regardless of whether the City elects to terminate this Agreement as provided in this section 3, and acceptance of any such rent or proceeds shall not impair the City's rights to so terminate this Agreement.

**12. Assignment or Subletting.**

The Society agrees that it will not assign this Agreement, permit, or suffer any assignment hereof by operation of law, or sublet the Premises or any portion thereof, without the prior written consent of the City. No consent given by the City or under this section 1 shall have the effect of thereafter rendering inapplicable any of the restrictions contained in this section, but all such restrictions shall remain in full force and effect as to any subsequent transactions notwithstanding the giving of such consent.

**13. The Society's Compliance with Laws.**

The Society shall observe and be responsible for and bear all expenses of complying with all orders, ordinances, rules and regulations, requirements, and instructions of all City, state, and federal authorities relative to the Premises. The Society will not allow any illegal acts to be conducted on the Premises, will not overload or permit waste of or damage to the Premises.

**14. Signs.**

No signs shall be placed on the Premises without the prior written approval of the City. The Society may place a Society identification sign on the house that will recognize the City's contribution to this agreement between the City and the Society.

**15. Inspection.**

The City shall have the right to inspect the Premises at all reasonable times and the right to enter the same whenever it is reasonably necessary for the exercise of any right or privilege of the City under this Agreement. Provided, however, that except in the case of an emergency, the City shall endeavor to provide the Society with reasonable notice prior to entering the Premises.

**16. Default.**

(a) If the Society shall neglect or fail to perform or observe any of the covenants or conditions contained herein on its part to be observed and performed and continue to be in default for a period of ten (10) days or, if the default be other than one due to non-payment of any sums due by the Society under this Agreement ten (10) days (if more than ten (10) days are required to cure any such default, the Society shall commence to cure such default within said days and shall faithfully pursue completion thereof as expeditiously as possible) after written notice by the City of such breach, then the City may, at its option, perform such duties or obligations for the Society and upon completion thereof bill the Society for the cost of said performance (payable immediately), and bearing interest at twelve percent (12%) per annum, or such lesser rate as may be permitted by applicable law) or at its option the City may, without notice and immediately upon such breach, enter into and upon the Premises, or any part thereof, and repossess the same, and upon entry, as aforesaid, this Agreement, at the option of the City, shall terminate and wholly expire, and the Society covenants and agrees that upon such termination it will indemnify the City for the cost of renovating the Premises for a new tenant and against all loss of rent which the City may incur by reason of such termination during the residue of the term of this Agreement.

(b) Upon any termination of this Agreement, whether by lapse of time or otherwise, or upon termination of the Society's right to possession without termination of this Agreement, the Society shall surrender possession and vacate the Premises immediately and deliver possession thereof to the City. The Society hereby specifically grants to the City full and free license to enter into and upon the Premises in such event with or without process of law and to repossess itself of the Premises as of the City's former estate and to expel or remove the Society and any others who may be occupying or within the Premises and, at the City's option, to remove any and all property therefrom using such force as may be necessary. The Society hereby grants said license to enter as aforesaid to the City and/or its designated agents, who in the exercise of which shall not be deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishment of the City's rights to rent or any other right given to the City hereunder or by operation of law. The Society expressly waives the service of any demand for the payment of rent or for possession and, except for notice provided herein, the Society expressly waives service of any notice of the City's election to terminate this Agreement or to re-enter the Premises, including any and every form of demand and notice prescribed by any statute or other law, and agrees that the simple breach of any covenant or provision of this Agreement by the Society shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible and/or unlawful detainer on the Premises by the Society.

**17. Waiver.**

No failure by the City to exercise any of the remedies available to it by the terms of this Agreement, or by operation of law, upon any breach of this Agreement by the Society or upon any default hereunder by the Society shall constitute a waiver by the City of any other breach or default by the Society, or any subsequent like breach or default; and the acceptance of rent hereunder by the City shall in no event constitute a waiver by the City of any breach or default unless the City specifically intends it is so to do and advises of such fact in writing.

**18. Costs and Expenses of Enforcement.**

In the event it becomes necessary for the City or the Society to retain an attorney or to commence legal action for the enforcement of any of the terms, covenants, or conditions of this Agreement, the prevailing party in such action shall be entitled to recover the cost thereof and reasonable attorneys' fees.

**19. Holding Over.**

Any holding over and continued occupancy by the Society after the expiration of the term herein created shall be on a tenancy from month to month, and either party hereto shall have the right to terminate the same by giving twenty (20) days' written notice of its intention to terminate said tenancy.

**20. Notices.**

All notices herein provided or permitted to be given by either the City or the Society to the other may be given by enclosing the same in a sealed envelope properly addressed to the other and depositing the same, registered with postage prepaid thereon, in the United States Post Office, and service shall be deemed complete at the time of such deposit. For the purpose of this paragraph, the address of the Society shall be the address of the Premises, and the address of the City shall be 3609 Market Place West, Ste. 200, University Place, WA 98466, subject to the right of either party to designate by notice in writing to the other a new address to which said notice shall be sent.

**21. Successors and Assigns.**

This Agreement shall be binding upon and for the benefit of the City and the Society, and their respective successors and assigns; provided that no assignment by the Society, or by operation of law, which violates any of the terms of this Agreement shall vest any rights in the assignee.

**22. Joint and Several Obligations.**

It is hereby acknowledged that this Agreement is executed by one (1) member of the Society, and that the obligations of the Society pursuant to this Agreement shall be the joint and several obligations of each of the Society's officers.

**23. Headings.**

The headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

**24. No Commission.**

The City and the Society agree that there is no commission due to any broker upon execution of this Agreement.

**25. Severability.**

If any provision of this Agreement is held invalid for any reason whatsoever, such invalidity shall not affect any other provision which can be given effect without the invalid provision, and to that end, provisions of this Agreement are declared to be severable.

DATED the day and year set forth above.

**City of University Place**

By: \_\_\_\_\_  
Stephen P. Sugg, City Manager  
3609 Market Place West, Ste. 200  
University Place, WA 98466  
253-566-5656

Attest:

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

APPROVED AS TO FORM:

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

**The Tahoma Audubon Society**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

STATE OF WASHINGTON )  
COUNTY OF PIERCE )

On this day personally appeared before me \_\_\_\_\_ known to be the  
\_\_\_\_\_ of \_\_\_\_\_, the corporation  
that executed the within and foregoing instrument, and acknowledged the said instrument to be free and voluntary  
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was  
authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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

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**Proposed Council Action:**

Ratify a settlement agreement with DPK Inc., in the amount of \$60,000.00 relative to a construction project.

**Agenda No:** 7J  
**Dept. Origin:** City Attorney  
**For Agenda of:** December 2, 2019  
**Exhibits:** Settlement Agreement

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

Expenditure Required: \$60,000.00	Amount Budgeted: \$60,000.00	Appropriation Required: \$0.00
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**SUMMARY / POLICY ISSUES**

In April 2017, the City awarded a contract to DPK, Inc. for construction of the City's Soundview Drive West/Brookside Way West Storm Drainage Improvements. The original contract was in the amount of \$1,134,155.00.

Subsequently, DPK initiated legal action against the City asserting that the City had failed to properly compensate DPK for its time and cost incurred in conjunction with the project. DPK sought a principal recovery in the amount of \$216,762.41. The City denied these claims.

A settlement in the amount of sixty-thousand dollars (\$60,000.00) has tentatively been reached. This settlement, however, is subject to City Council ratification.

Given the risks associated with litigation, the costs of litigation, coupled with an assessment of any recoveries that might be awarded against the City, staff recommends Council ratification of this settlement.

**RECOMMENDATION / MOTION**

**MOVE TO:** Ratify a settlement agreement with DPK Inc., in the amount of \$60,000.00 relative to a construction project.

## SETTLEMENT AGREEMENT

DPK, Inc. (“DPK”) and the City of University Place, Washington (the “City”) agree as follows:

1. This matter involves a dispute concerning storm water and associated utility improvements by plaintiff DPK and the City of University Place under a competitively bid public works contract (the “Contract”). In order to settle the dispute, the City will pay DPK sixty thousand dollars (\$60,000.00) in full and final settlement of all claims and obligations by and between the parties including any claims related to retainage, attorney fees, taxes (if any) and any other claims (legal or equitable) that were or could have been asserted in the lawsuit at issue, EXCEPT this settlement does not release any ongoing contractual obligations, the intent being that there are ongoing contractual obligations like the duty to maintain insurance as required under the Contract (i.e. completed operations coverage and the like) and representations that the improvements were installed in accord with the contract requirements that are ongoing but that there are no pending or matured claims related to those unexpired items.

2. Payment will be made within 30 days of ratification by the University Place City Council. The ratification by the City Council is required under the Open Public Meetings Act and applicable City ordinances. Ratification will be submitted to the City Council at the earliest opportunity—currently believed to be December 2, 2019.

3. The parties warrant and represent that subject to the acceptance provisions stated herein they have full authority to settle this matter on behalf of their respective entities.

4. Neither party admits fault or liability by entering into this settlement and the purpose of the settlement is to resolve this dispute without further expense and uncertainty. Neither party may introduce this offer or any settlement into evidence in arbitration or the lawsuit except to enforce the settlement.

5. If either party seeks to enforce the terms of the settlement the prevailing party shall be entitled to attorney fees and costs related to seeking such enforcement of the settlement.

6. Upon mutual acceptance of this settlement and ratification by the University Place City Council, the parties agree to provide notice to the arbitrator and the court that a settlement has been reached. Once the settlement has been ratified as provided above the parties will dismiss the pending lawsuit and arbitration.

*[Rest of Page Intentionally Left Blank – Signatures follow on Next Page]*

**DPK, Inc.**

**City of University Place, Washington**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
Matthew S. Kaser  
City Attorney

# COUNCIL CONSIDERATION

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

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**Proposed Council Action:**

Adopt a resolution approving an interlocal agreement between the City of University Place, the City of Lakewood and West Pierce Fire and Rescue for emergency management operations.

**Agenda No:** 8  
**Dept. Origin:** Public Safety  
**For Agenda of:** December 2, 2019  
**Exhibits:** Resolution, Interlocal Agreement

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

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

As discussed by Council at the November 18, 2019 study session, since incorporation the City has contracted with Pierce County for provision of its State-mandated emergency operations. West Pierce Fire & Rescue and the City of Lakewood have partnered on emergency management services since 2011, and have approached the City, proposing that the City join the regional emergency management model.

This concept was well researched and discussed, and an Interlocal Agreement between the cities of University Place and Lakewood and the Pierce County Fire District 3 Emergency Management Services (i.e. West Pierce Fire and Rescue) was prepared. The City will receive additional benefits as well as lowered costs.

Staff recommends that the City join in the regional partnership and execute the Interlocal Agreement.

**MOTION**

**MOVE TO:** Adopt a resolution approving an interlocal agreement between the City of University Place, the City of Lakewood and West Pierce Fire and Rescue for emergency management operations.

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

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING  
AN INTERLOCAL AGREEMENT WITH CITY OF LAKEWOOD AND WEST PIERCE FIRE  
AND RESCUE FOR EMERGENCY MANAGEMENT OPERATIONS**

WHEREAS, Chapter 39.34 RCW allows municipalities to enter into interlocal agreements with other local governments to carry out their responsibilities; and

WHEREAS, the City of University Place desires to partner with the City of Lakewood and West Pierce Fire and Rescue for emergency management operations;

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

Section 1. Approval of form of Interlocal Agreement. The City Council hereby approves execution of the Interlocal Agreement between the City of University Place, the City of Lakewood, and West Pierce Fire and Rescue in substantially the form accompanying this Resolution.

Section 2. Completion of Transaction. The City Manager or his designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of documents attached, and the terms of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

**ADOPTED BY THE CITY COUNCIL ON DECEMBER 2, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
Emelita J. Genetia, City Clerk

**APPROVED AS TO FORM:**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LAKEWOOD AND  
UNIVERSITY PLACE AND PIERCE COUNTY FIRE DISTRICT 3 EMERGENCY  
MANAGEMENT SERVICES.**

**THIS AGREEMENT is made and entered into by and between the City of Lakewood, a Washington municipal corporation (hereinafter referred to as "Lakewood"), the City of University Place, a Washington municipal corporation (hereinafter referred to as "University Place"), and Pierce County Fire District 3, a Washington municipal corporation (hereinafter referred to as the "District"), effective upon the date on which the last party signs this agreement, but no earlier than January 1, 2020.**

WITNESSETH:

WHEREAS, Lakewood, University Place, and the District have the power, authority, and responsibility to provide emergency management services within their respective boundaries; and,

WHEREAS, the District has a fully functional Emergency Management program and trained personnel that are able to conduct a full range of emergency management functions; and,

WHEREAS, Lakewood, University Place, and the District wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of efforts and expenditures; and,

WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE, in consideration of the terms and provisions contained herein, IT IS AGREED by and between Lakewood, University Place, and the District as follows:

1. Emergency Management Personnel.
  - a. The District shall hire an Emergency Management Coordinator who will collaborate with Lakewood and University Place personnel, pursuant to a schedule that is mutually agreeable between the parties.
  - b. The District may hire an additional part-time Emergency Management Assistant to assist the Emergency Management Coordinator, if unanimously agreed to by the Joint Board.
2. The District shall provide Lakewood and University Place with emergency management services, through the Emergency Management Personnel, as listed below:
  - a. Update Lakewood and University Place's Comprehensive Emergency Operations Plans (CEMP) and file the plans with the State, in accordance with WAC 118-30.
  - b. Review and update Lakewood and University Place's Consolidated Continuity of

Operations Plans (COOP), as needed.

- c. Review and update Lakewood and University Place's Emergency Coordination Center (ECC) Plans, as needed.
- d. Facilitate review sessions, as needed, with Lakewood and University Place's City Council, City Departments and necessary City employees to familiarize appropriate personnel with Lakewood and University Place's CEMP, COOP and ECC plans, along with insuring National Incident Management System (NIMS) compliance.
- e. Coordinate training for Lakewood and University Place's ECC staff, including providing familiarity training with the District's Fire Area Command (FAC).
- f. Coordinate and collaborate with Lakewood, University Place, and Pierce County's Department of Emergency Management, as needed.
- g. Represent the District, Lakewood, and University Place at local and regional meetings, conferences, and exercises, as needed and as assigned.
- h. Research, recommend, and assist in facilitating emergency management grant opportunities for Lakewood and University Place.
- i. Facilitate pre-damage and post-damage assessment reports and assist in facilitating associated grant recovery funding.
- j. Assist in developing and coordinating a local Joint Information Center (JIC) for Lakewood and University Place.
- k. Prepare and administer ECC drills and exercises, as needed.
- l. Prepare and administer joint ECC/FOC drills and exercises, as needed.
- m. Comply with requirements defined in Lakewood and University Place's EMPG grant awards.
- n. Provide management and reporting requirements for Lakewood and University Place's EMPG grant awards.
- o. Perform other related emergency management duties as are mutually agreed between the District, Lakewood, and University Place.

3. Indemnity. The Parties shall indemnify each other as follows:

- a. Lakewood Indemnity. Lakewood shall protect, defend, indemnify and hold the District and University Place, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Lakewood, its officers, employees, or agents relating to or in the performance of this agreement.
  - b. University Place Indemnity. University Place shall protect, defend, indemnify and hold the District, and Lakewood, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of University Place, its officers, employees, or agents relating to or in the performance of this agreement.
  - c. The District shall protect, defend, indemnify, and hold Lakewood, and University Place, its officers, employees, and agents harmless from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees, or agents relating to or in the performance of this agreement.
  - d. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
4. Pursuant to RCW 39.34.030, this agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking. Therefore, the agreement establishes a joint board responsible for administering the agreement. The Joint Board shall consist of the City Manager of Lakewood, the City Manager of University Place, and the Fire Chief of the District. There is no real or personal property to be acquired, held or disposed of pursuant to this agreement, except as set forth in paragraph 8e below. The duration or term of agreement, the purpose, the manner of financing and establishing a budget for the joint undertaking, and the method of terminating the agreement, partially or completely, are set forth herein, as are all other necessary and proper matters.
  5. This agreement shall renew annually, and may be terminated by any party giving 90 calendar days' notice to the other, unless the parties otherwise mutually agree. The parties shall cooperate to implement and carry out the terms and provisions of this agreement, and shall further cooperate to indemnify any other action needed to carry out the purposes and intents of the parties regarding this agreement, and needed to comply with the codes and goals of Lakewood, University Place, and the District.
  6. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national

origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

7. Payment.

- a. For the services provided under this agreement, Lakewood agrees to utilize its EMPG awards.
- b. For the services provided under this agreement, University Place agrees to utilize its EMPG awards.
- c. Should there be any remaining Emergency Management Personnel costs, the District, Lakewood and University Place agree to the following:
  - i. The District agrees to share 40% of all the remaining Emergency Management Personnel costs.
  - ii. Lakewood and University Place agree to share 60% of all the remaining Emergency Management Personnel costs. This share shall be split proportionately between Lakewood and University Place based on each jurisdiction's percent of the total population of both jurisdictions per Office of Financial Management annual estimates, rounded to the nearest whole percent.
- d. Lakewood and University Place will reimburse the District for any material costs that the District expends on behalf of Lakewood and University Place in order to execute the provisions of this agreement.

8. Miscellaneous Terms.

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington; jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.
- c. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- d. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- e. Unless otherwise specifically provided herein, personal property and any real

property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.

- f. No provision of this Agreement shall relieve any party of its public agency obligations and/or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenant or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

**FOR: City of Lakewood**

**FOR: West Pierce Fire and Rescue**

John Caulfield, City Manager

Jim Sharp, Fire Chief

Attest:

Attest:

Briana Schumacher, City Clerk

<NAME>, District Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

Joe Quinn, District Attorney

**FOR: City of University Place**

Steve Sugg, City Manager

Attest:

Emy Genetia, City Clerk

APPROVED AS TO FORM:

Matt Kaser, City Attorney

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

**Proposed Council Action:**

Pass an ordinance amending UPMC 19.52 Community Commercial Design Standards to allow residential use of required ground floor commercial area, increase allowed height except adjacent to R1 and R2 zones and allow reduced setback for accessory structures subject to mitigating conditions.

**Agenda No:** 9  
**Dept. Origin:** Planning & Development  
**For Agenda of:** December 2, 2019  
**Exhibits:** Staff Report, Ordinance  
**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Manager:** \_\_\_\_\_  
**Approved as to Form by City Atty.:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Dept. Head:** \_\_\_\_\_

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

During the development of the Subarea Plan, the City identified several opportunity properties which were either undeveloped or underdeveloped in the Regional Growth Center. The City contacted and worked with several of the opportunity property owners to understand their plans for the properties and assist with the development or redevelopment of the properties by providing entitlements, such as favorable zoning, increased height and density. Staff determined that underdeveloped property in the Community Commercial Zone would be ready for redevelopment prior to adoption of the Form-Based Code, which will provide these entitlements and implement the Subarea Plan and recommended interim zoning amendments. The interim zoning amendments will facilitate the removal of several dilapidated structures and provide right-of-way for 42<sup>nd</sup> Street, a future part of the adopted Town Center Road Grid.

**ALTERNATIVES CONSIDERED**

Staff anticipated that interim zoning measures may be needed to facilitate redevelopment in the Northeast Business District.

**BOARD OR COMMITTEE RECOMMENDATION**

In accordance with City Council Resolution 892, the Planning Commission has engaged the public, reviewed and is providing recommendations regarding whether interim zoning changes should be adopted to promote development in the Community Commercial Zone and, if so, propose interim changes consistent with the Comprehensive Plan, pending completion of zoning review of the Form-Based Code.

**RECOMMENDATION / MOTION**

**MOVE TO:** Pass an ordinance amending UPMC 19.52 Community Commercial Design Standards to allow residential use of required ground floor commercial area, increase allowed height except adjacent to R1 and R2 zones and allow reduced setback for accessory structures subject to mitigating conditions.

# Staff Report To the City Council

December 2, 2019

## INTERIM ZONING CODE AMENDMENTS COMMUNITY COMMERCIAL ZONE

### INTRODUCTION

In accordance with City Council Resolution 892 the Planning Commission has engaged the public, reviewed and is providing recommendations regarding whether interim zoning changes should be adopted to promote development in the Community Commercial Zone and if so, propose interim changes, consistent with the Comprehensive Plan, pending completion of zoning review for the Subarea Plan.

The Planning Commission 2019 workplan adopted by Resolution 879 recognized that there may be instances where interim zoning amendments would be needed to promote development consistent with the Regional Growth Center Subarea Plan prior to the completion of a Form-Based Code designed to implement the Subarea Plan.

### BACKGROUND

During the development of the Subarea Plan the City identified several opportunity properties which were either undeveloped or underdeveloped in the Regional Growth Center. The City contacted and worked with several of the opportunity property owners to understand their plans for the properties and assist with the development or redevelopment of the properties by providing entitlements, such as favorable zoning, increased height and density. While staff anticipated that such interim zoning measures would be needed to facilitate redevelopment in the Northeast Business District, a redevelopment opportunity has come to the City's attention in the Community Commercial Zone of the Town Center District. Specifically, the pending sale of an underdeveloped property located at 4201 Bridgeport Way West may remove several dilapidated structures and replace them with senior housing and provide for Drexler Drive to reconnect with Bridgeport Way at 42<sup>nd</sup> Street as shown in adopted the Town Center road grid (Exhibit A).

An initial staff proposal to increase the allowed building height in the Community Commercial Zone consistent with the Subarea Plan and pending Form-Based Code regulations was met with strong resistance by adjacent single-family residential property owners. As a result, the proposal was amended to restrict height adjacent to single family zones to 45 feet. Following the change, neighboring property owner objections diminished significantly.

### COMPREHENSIVE PLAN

The University Place Comprehensive Plan contains the following applicable goals and policies:

#### GOAL CC4

Adopt and implement design standards and guidelines that will achieve design excellence, desired urban form, and community character goals consistent with citizens' preferred design parameters.

#### Policy CC4A

Adopt new design standards and guidelines for new development and redevelopment and consistently achieve unique, high-quality built environments within each of the City's mixed-use and commercial zones. Modify existing design standards and guidelines that apply to Mixed Use, Mixed Use Office, Commercial and Town Center zones to achieve Regional Growth Center subarea planning goals and objectives. Consider the introduction of form-based zoning within mixed-use and other commercial areas.

#### Policy LU1E

Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.

#### GOAL LU7

Achieve a mix of housing types in which people of a wide range of incomes, ages and needs can live, and guide new housing into appropriate areas while maintaining and enhancing the special qualities and character of existing residential neighborhoods.

#### Policy LU7A

Promote attractive, friendly, safe, quiet and diverse residential neighborhoods throughout the City, including low- and moderate-density single family neighborhoods and moderately high-density residential neighborhoods.

#### Policy LU7H

Support greater residential density and building height in the Regional Growth Center (Town Center, 27<sup>th</sup> Street Business, and Northeast Mixed-Use districts) to accommodate growth consistent with Puget Sound Regional Council's *VISION 2040* and Pierce County population and housing allocations. Accommodate this growth without significantly impacting the character of existing single-family neighborhoods.

#### Policy LU8E

Encourage infill development and redevelopment of vacant and underutilized commercial sites. Encourage the consolidation of properties zoned for commercial or mixed-use development containing single-family dwellings in order to facilitate long-term, viable commercial redevelopment.

#### Policy LU12B

Develop and implement a subarea plan for the Regional Growth Center consistent with the Puget Sound Regional Council's Regional Growth Center Plans Checklist. Focus subarea planning on three districts -- the Town Center District, 27th Street Business District, and the Northeast Mixed-Use District.

### **PROPOSED**

### **AMENDMENTS**

The following amendments to the Community Commercial Design Standards and Zoning will facilitate redevelopment in the zone. The proposed changes are consistent with what is being considered with the Regional Growth Center Form-Based Code amendments.

**UPMC 19.52.130 Use and density.**

A. Land uses allowed in the Community Commercial zone are listed in Chapters [19.25](#), [19.30](#) and [19.35](#) UPMC unless otherwise specified herein.

B. The following standards apply to mixed use development within the Community Commercial zone:

1. A minimum of 50 percent of a project site's building floor area at the ground floor level on arterial streets shall be designed to accommodate devoted to commercial or other nonresidential or non-parking use(s). Residential or residential accessory uses other than parking may occupy this space, provided the space is not rendered unusable for future commercial uses.
- ~~2. The commercial or nonresidential component shall be built first or concurrent with the residential portion of the project.~~
- ~~3. No residential use (except entrances and lobbies) is allowed on a ground floor fronting an arterial street.~~
- ~~4. If a development has a residential component it shall be combined with one or more nonresidential, nonparking uses.~~

**Comment:** Removal of the 50% ground floor commercial requirement would enable the development of stand-alone residential buildings. Design standards would ensure at least 50% of the ground floor area would be designed to accommodate future commercial use depth. This would allow the flexibility for the uses to change over time with the changing market. The Form-Based Code amendments are considering similar changes to the Regional Growth Center sub area. Other Community Commercial Design Standards would continue to apply including but not limited to horizontal and vertical articulation of primary building facades and street frontage improvements to facilitate pedestrian access directly from the street.

**19.52.170 Setbacks.**

Building to the back of the sidewalk, 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. t 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 subsection (B) of this section.
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 except that accessory structures no greater than 15 feet in height may be located 10 feet from R1 or R2 zones provided:

(a) For all enclosed structures such as garages and sheds all openings are directed away from R1 and R2 zones, and

(b) For all unenclosed structures such as carports and gazebos a fence shall be located between the structure(s) and the R1 or R2 zone to mitigate noise and light impacts.

**Comment:** A reduced setback from property lines of shorter buildings will allow for accessory structures.

### UPMC 19.52.180 Height.

#### A. Standards.

1. The maximum building height shall be 4575 feet unless adjacent to R1 and R2 zoned property in which case the maximum height shall be 45 feet subject to the following: with additional height permitted for the below-listed exceptions listed in subsections (A)(3) and (A)(4) of this section

A. 2. Buildings throughout the Community Commercial Zone shall be at least two stories in height. One-story buildings may be permitted by exception.

B 3. Architectural embellishments that are not intended for human occupancy and are integral to the architectural style of the building, including parapet walls, spires, belfries, towers, cupolas, domes and other roof forms whose area in plan is no greater than 25 percent of the first story plan area, may exceed building height up to 10 percent of the maximum permitted building height.

4C. Mechanical penthouses over elevator shafts, roof top access, ventilator shafts, antennas, chimneys, fire sprinkler tanks or other mechanical equipment may extend up to 10 feet above the permitted building height; provided, that they shall be set back from the exterior wall of the building at least a distance that is equal to their height, or they shall be treated architecturally or located within enclosures with an architectural treatment so as to be consistent or compatible with the exterior design of the building facade.

### UPMC 19.45.100 Density and dimensions tables.

A. The following table specifies development standards for each zone classification. Zones are shown across the row heading and development standard categories are shown in the left column. See Exhibit B for proposed amendment.

**Comment:** An increase in the allowed height from 45 feet to 75 feet except adjacent to property zoned R1 or R2 would allow for the possibility of 6 story buildings, while maintaining the existing maximum height adjacent to single family residential uses. A 30' setback is required from the R1 and R2 zones for buildings or structures over 15 feet. The Form-Based Code currently under consideration contemplates increasing the maximum build height from 45 feet to 75 feet in the Community Commercial Zone.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING CHAPTERS 19.45 AND 19.52 OF THE UNIVERSITY PLACE MUNICIPAL CODE; PERTAINING TO DESIGN STANDARDS IN THE COMMUNITY COMMERCIAL ZONE.**

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 the City of University Place is currently in the process of reviewing and soliciting public input on changes to its zoning code to implement the adopted University Place Regional Growth Center Subarea Plan; and

WHEREAS, any such zoning changes will not occur until early 2020; and

WHEREAS, a potential need has been identified for interim zoning changes pending the completion of any zoning changes occasioned as a result of the Subarea Plan, and, for the currently zoned Community Commercial Zones of the City; and

WHEREAS, on May 20, 2019 the City Council adopted Resolution 892 directing the City Planning Commission to review City-initiated proposed zoning changes to the Community Commercial Zone; and

WHEREAS, in accordance to Resolution 892 the Planning Commission reviewed interim zoning code amendments, took public comment, and, following a public hearing on November 6, 2019, provided a unanimous recommendation for interim zoning code amendments to the Community Commercial Zone Design Standards consistent with the Comprehensive Plan, pending completion of zoning code amendments for the Subarea Plan; and

WHEREAS, the City issued a Determination of Non-significance and Environmental Checklist relating to proposed Code amendments on November 12, 2019 with a 14-day comment period; and

WHEREAS, no comments were received within the comment period; and

WHEREAS, the City submitted a Notice of Intent to Adopt to the Washington State Department of Commerce on November 12, 2019 which was issued to state agencies for a 14-day comment period per RCW 36A.70, and did not receive any formal comments in response to this Notice; and

WHEREAS, the proposed amendments are consistent with the goals, objectives and policies of the Comprehensive Plan, amended November 23, 2015; and

WHEREAS, the proposed amendments are in the best interest of the citizens and property owners of the City, as the amended regulations will help implement the Comprehensive Plan, and promote economic development; and

WHEREAS, the proposed amendments enhance the public health, safety, comfort, convenience or general welfare in a manner supported by the community.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Section 19.52.130 UPMC entitled "Use and density," is amended to read as follows:

A. Land uses allowed in the Community Commercial zone are listed in Chapters 19.25, 19.30 and 19.35 UPMC unless otherwise specified herein.

B. The following standards apply to mixed use development within the Community Commercial zone:

1. A minimum of 50 percent of a project site's building floor area at the ground floor level on arterial streets shall be designed to accommodate ~~devoted to~~ commercial or other nonresidential or nonparking use(s). Residential or residential accessory uses other than parking may occupy this space provided the space is not rendered unusable for future commercial uses.

~~2. The commercial or nonresidential component shall be built first or concurrent with the residential portion of the project.~~

~~3. No residential use (except entrances and lobbies) is allowed on a ground floor fronting an arterial street.~~

~~4. If a development has a residential component it shall be combined with one or more nonresidential, nonparking uses.~~

Section 2. Section 19.52.170 UPMC entitled "Setbacks," is amended to read as follows:

Building to the back of the sidewalk, 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 subsection (B) of this section.

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; except that accessory structures no greater than 15 feet in height may be located 10 feet from R1 or R2 zones provided:

(a) For all enclosed structures such as garages and sheds all openings are directed away from R1 and R2 zones, and

(b) For all unenclosed structures such as carports and gazebos a fence shall be located between the structure(s) and the R1 or R2 zone to mitigate noise and light impacts.

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 this chapter.
- 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 (B)(2) 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.

Section 3. Section 19.52.180 UPMC entitled "Height," is amended to read as follows:

A. Standards.

1. The maximum building height shall be ~~45 75 feet unless adjacent to R1 and R2 zoned property in which case the maximum height shall be 45 feet' subject to the following: with additional height permitted for the below listed exceptions listed in subsections (A)(3) and (A)(4) of this section.~~

~~A2.~~ Buildings throughout the Community Commercial zone Zone shall be at least two stories in height. One-story buildings may be permitted by exception.

~~B3.~~ Architectural embellishments that are not intended for human occupancy and are integral to the architectural style of the building, including ~~parapet walls spires, belfries,~~ towers, cupolas, domes and ~~other~~ roof forms ~~whose area in plan is no greater than 25 percent of the first story plan area,~~ may exceed building height up to ~~1025~~ percent of the maximum permitted building height.

~~C4.~~ Mechanical penthouses over elevator shafts, ventilator shafts, ~~roof top access,~~ antennas, chimneys, fire sprinkler tanks or other mechanical equipment may extend up to 10 feet above the permitted building height; provided, that they shall be set back from the exterior wall of the building at least a distance that is equal to their height, or they shall be treated architecturally or located within enclosures with an architectural treatment so as to be consistent or compatible with the exterior design of the building facade.

Section 4. Section 19.45.100 UPMC entitled "Density and Dimension Tables" is amended to read as follows:

A. The following table specifies development standards for each zone classification. Zones are shown across the row heading and development standard categories are shown in the left column.

**Density and Dimensions Table**

DEVELOPMENT STANDARDS	ZONE CLASSIFICATIONS											
	R1	R2	MF-L	MF-H	MU-O	NC	TC	MU (9)	CC	LI-BP	POS <sup>1</sup>	MU-M
Base Density (du/ac) (1)	4 SFD; 5 duplex	6	35	55	45/60 (2) (7)	4	20 min (18)	60 (2)	60			30
Maximum Density (du/ac) (3)	6 small lot housing	9 small lot housing	40	60	50/65 (2) (7)	6	none	65 (2)	65			35
Minimum Lot Size (16)	9,000 detached SFD, 6,750 attached SFD, and 13,500 duplex in conventional plat; none specified for small lot housing	6,000 SFD, 12,000 duplex in conventional plat; none specified for small lot housing	4,000	2,500	4,000	4,000		4,000				
Minimum Lot Width (15)	60'	55'										
Maximum Lot Coverage	50% (17)	50% (17)	50%		45%	45%		45%				50 – 65% (22) 75 – 90% (23)
Setback, Arterial Streets	25' (19)	25' (19)	25'		15'/20' min/	25'	0'/20' (18)	15'/20' min/max (5)	0'/10' min/max (18)	35'	25'	0'

**Density and Dimensions Table**

DEVELOPMENT STANDARDS	ZONE CLASSIFICATIONS											
	R1	R2	MF-L	MF-H	MU-O	NC	TC	MU (9)	CC	LI-BP	POS <sup>1</sup>	MU-M
					max (5)							
Setback, Other Roads	25' (19)	25' (19)	25'		15'/20' min/max (5)	20'	0'/20' (18)	15'/20' min/max (5)	0'/10' min/max (18)	25'	25'	0'
Setback, Rear (4)	30' (19)	30' (19)	0'/30'		0'/30'	0'/30'	0'/50' (13)	0'/30'	0'/30'	0'/50'	30'	0'/30'
Setback, Side (4)	8' (8) (19)	8' (8) (19)	0'/30' (8)		0'/30' (8)	0'/30' (8)	0'/10' (13)	0'/30' (8)	0'/30'	0'/50'	8'	0'/30'
Maximum Height	35' SFD or duplex, 30' small lot (20)	35' SFD or duplex, 30' small lot (20)	45'		45'	40'	75'/120'/55' (14)	45'	45' <del>75'</del> (18)	40'	45'	35'/45'/65' (24)
Floor Area Ratio (FAR)	.42 average and .47 maximum for small lot housing; .42 maximum for existing substandard lot (21)	.42 average and .47 maximum for small lot housing; and .42 for existing substandard lot (21)										

B. The following table specifies development standards for each overlay zone classification. Overlay zones are shown across the row heading and development standard categories are shown in the left column.

### Overlay Zones Density and Dimensions (Setbacks)

DEVELOPMENT STANDARDS	OVERLAY ZONE CLASSIFICATIONS					
	<b>Chambers Creek Properties</b>	Public Facility (6)	Transition Properties	Day Island	Day Island South Spit	Sunset Beach
	<b>(CCPO)</b>	(PFO)	(TPO)	(DIO)	(DISSO)	(SBO)
Base Density (du/ac) (1), (2)	(27)		(6)	4	4	4
Maximum Density (du/ac)	(27)		(6)	6 (3)	6 (3)	6 (3)
Setback, Arterial Streets	25'		(6)	NA	NA	NA
Setback, Other Roads	25'		25'	20' (11)	0'	0'/20' (12)
Setback, Rear (4)	0'		(6)	20'/35' (25)	5' (26)	5' (26)
Setback, Side (4)	0'		(4)	5'	0'	5' Total
Height	45'		(6)	35'	30'	35'

Section 5. Section 19.45.110 UPMC entitled “Density and Dimension Table Notes,” is amended to read as follows:

1) Base Density. These densities may be achieved outright by following the applicable development and design standards.

(2) Mixed Use Development. Multifamily residential development is only permitted in conjunction with a permitted commercial use and subject to applicable design standards.

(3) Maximum density in R1, R2 or specified overlay districts may only be achieved through approval of a small lot development designed in accordance with the “Design Standards and Guidelines for Small Lot and Multifamily Development” adopted pursuant to Chapter [19.53](#) UPMC. Maximum density in MF-L, MF-H, MU-O, MU-M, CC, NC or MU districts may only be achieved for a multifamily project that receives Washington State Housing Finance Commission approval for a low income housing tax credit (LIHTC) and is designed in accordance with the “Design Standards and Guidelines for Small Lot and Multifamily Development” adopted pursuant to Chapter [19.53](#) UPMC.

(4) Side and Rear Yard Setbacks. A side or rear yard setback is not required in LI-BP, CC, TC, MU, NC, MF-L, MF-H, MU-M and MU-O zones if the parcel does not abut an R1 or R2 zone. If abutting an R1 or R2 zone, a 30-foot setback is required along the abutting lot line(s), unless the subject parcel is in a transition overlay, in which case a 20-foot setback is required along the abutting lot line(s). No setback is required in the MU-M zone where the parcel abuts a railroad right-of-way.

(5) Fifteen feet is a minimum setback requirement. Maximum setback is 20 feet. However, see also design standards (Chapter [19.50](#) UPMC).

(6) Refer to underlying zone.

(7) Within the 27th Street business district west of Bridgeport Way West, base density is 45 dwelling units per acre and maximum density is 50 units per acre. In other MU areas, base density is 60 dwelling units per acre and maximum density is 65 dwelling units per acre.

(8) Single-family attached units shall meet all R1 setback requirements except for the common lot line where the side yard setback may be zero feet. The remaining side yard, if not attached, shall be set back eight feet.

(9) Mixed use (MU) zoned properties on the north side of 27th Street West between Grandview Drive and Crystal Springs Road may increase height and density in accordance with UPMC [19.55.080](#).

(10) *Repealed by Ord. 636.*

(11) Detached one-story garages may be set back a minimum of five feet providing sight distance is maintained.

(12) The front yard setback shall be the distance between the existing house and the railroad right-of-way or 20 feet, whichever is less.

(13) Town Center Zone Setbacks.

(a) Front Yard. No setback is required from streets except at significant corners where a 20-foot setback is required;

(b) Rear Yard. A rear yard setback is not required if the parcel does not abut a parcel in the R1 or R2 zone. If abutting a parcel in the R1 or R2 zone, a 50-foot setback is required along the abutting lot lines;

(c) Side Yard. A side yard setback is not required. If a side yard setback is provided, a minimum of 10 feet is required.

(14) Within the Town Center zone, structures on the west side of Bridgeport Way shall not exceed 75 feet in height. Between Bridgeport Way and Drexler Drive West, height shall not exceed 120 feet. East of Drexler Drive West, height shall not exceed 55 feet. Specific height requirements and exceptions are provided in the Town Center design standards.

(15) Newly created lots shall be of such shape that a circle with a diameter equal to the minimum specified lot width can fit within the boundary of the lot. Minimum lot widths for small lot developments shall be determined through the administrative design review process.

(16) Minimum lot sizes for detached single-family dwelling/duplex dwelling or new lots created through a short plat or conventional preliminary plat/final plat process. Minimum lot size for small lot or multifamily developments shall be determined through the administrative design review process. A legally nonconforming duplex lot existing prior to the effective date of the ordinance codified in this section may be subdivided into two attached single-family lots, one or both of which may contain less than the required lot area.

(17) Lot coverage refers to the percentage of a lot covered by buildings. For small lot developments, the lot coverage standard applies to buildings, private streets, parking lots, driveways and other impervious surfaces combined.

(18) Maximum height adjacent to R1 or R2 zones shall be 45'. Review Chapter [19.52](#) UPMC for additional information regarding setbacks, height, density and design standards for the Town Center and Community Commercial zones.

(19) Setbacks for small lot developments shall be in accordance with the “Design Standards and Guidelines for Small Lot and Multifamily Development” adopted pursuant to Chapter [19.53](#) UPMC.

(20) See the “Design Standards and Guidelines for Small Lot and Multifamily Development” adopted pursuant to Chapter [19.53](#) UPMC for additional information regarding height limits for small lot developments.

(21) Floor area ratios for small lot development are based on the average for the entire project; FARs for individual lots may vary. See UPMC [19.45.080](#) for additional information concerning FAR standards.

(22) Impervious area located within 100 feet of the ordinary high water mark; may be increased from 50 to 65 percent by restoring or enhancing the vegetation conservation area in accordance with the provisions of UPMC [18.25.100](#).

(23) Impervious area located more than 100 feet from the ordinary high water mark; may be increased from 75 to 90 percent by restoring or enhancing the vegetation conservation area in accordance with the provisions of UPMC [18.25.100](#).

(24) Maximum height of a building or structure is 35 feet when located within 100 feet of the ordinary high water mark (OHWM). Height may be increased for buildings or structures located more than 100 feet from the OHWM or when located on the upland (easterly) side of 91st Avenue West, up to a range of 45 to 65 feet, when a visual impact assessment is submitted in accordance with UPMC [18.25.110\(E\)](#) and the decision-maker determines that a proposal will comply with the purpose and intent of UPMC [18.25.110](#) regarding view protection. The 35-foot, 45-foot and 65-foot limit areas located east of 91st Avenue West are shown in Figure 11.

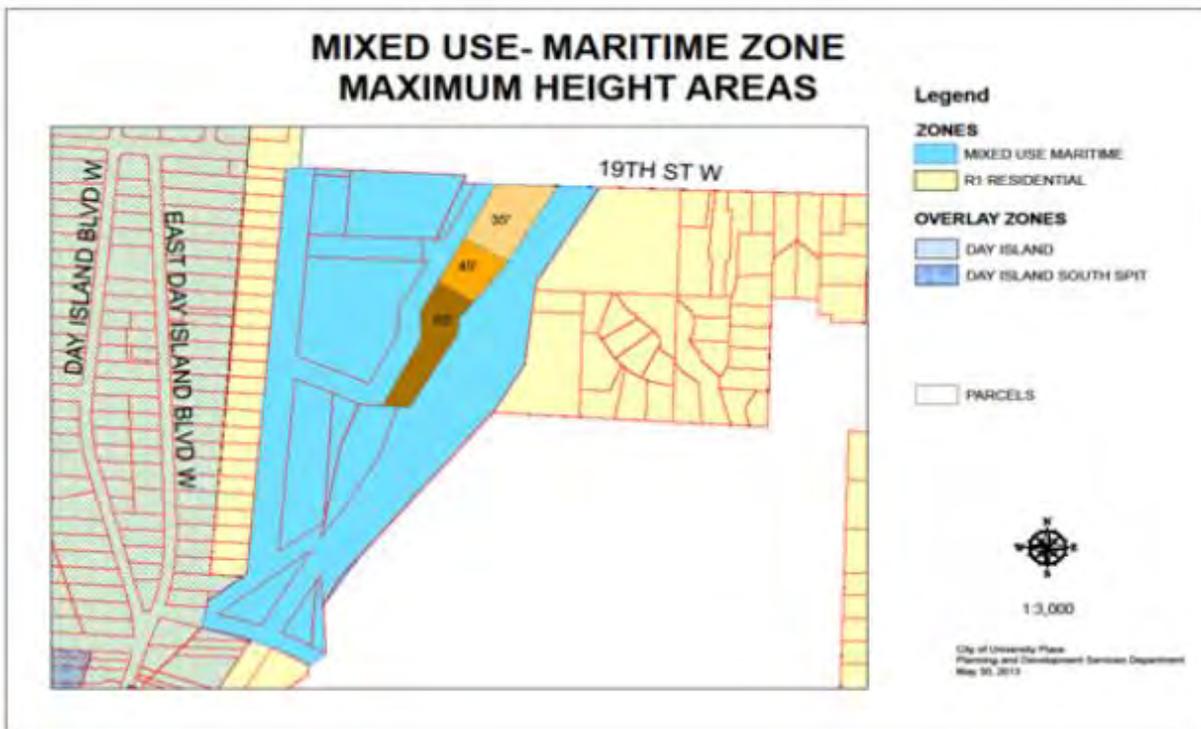


Figure 11

(25) A 35-foot rear setback measured from the ordinary high water mark is required for properties located within shoreline jurisdiction.

(26) Rear setback is measured from the ordinary high water mark.

(27) Only uses included in the Chambers Creek Properties master site plan are allowed in the Chambers Creek overlay. A maximum of 130 extended stay lodging residential units are allowed in conjunction with the resort and hotel.

Section 6. Severability. If any section, sentence, clause or phrase of this Title shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Title.

Section 7. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 8. Publication and Effective Date. A summary of this ordinance, consisting of its title, shall be published in the official newspaper of the City. This ordinance shall be effective five (5) days after its publication.

**PASSED BY THE CITY COUNCIL ON DECEMBER 2, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Published: xx/xx/xx

Effective Date: xx/xx/xx

# STUDY SESSION

# Memo

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**DATE:** December 2, 2019  
**TO:** City Council  
**FROM:** Matt Kaser, City Attorney  
**SUBJECT:** Nuisance Code Amendments

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Earlier this year, the City Council was briefed on the need for potential revisions to the City's nuisance codes. In response, it tasked the Public Safety Advisory Commission with reviewing and providing input on those recommended changes. The PSAC has completed its work and has unanimously recommended to the City Council a slate of changes to various provisions to the City's nuisance codes.

## **BACKGROUND**

In 1999, the City adopted nuisance-related provisions. These provisions, which are spread throughout the Municipal Code, have largely been unaddressed in the intervening 20 years. Since their adoption, the City's approach to nuisance abatement has changed, State legislation has changed, provisions which the Municipal Code has relied upon have changed, and the demands placed on municipalities in conjunction with nuisance abatement have also changed.

## **NUISANCES UNDER THE CURRENT CODE**

The "list" of what constitutes a nuisance under the current Code has been largely unchanged since 1999. Codified primarily at UPMC 9.35.030, those prohibitions include the following:

- \* unfenced, uncovered, unguarded or abandoned pit, hole, excavation, well, septic tank, cesspool, pond, or swimming pool into which a child or other person could fall;

- \* Attractive nuisances dangerous to children, including, but not limited to, abandoned, broken or neglected vehicles, boats, equipment and machinery; refrigerators, freezers or other insulated containers within which a child could suffocate; and abandoned, dilapidated or structurally unsound buildings;

- \* The existence or accumulation of any garbage or organic waste on the premises;

- \* The existence or accumulation of any trash, litter or inorganic waste, junk or yard waste;

- \* The existence of noxious or toxic weeds which could be hazardous to health;
- \* The outdoor burning or disposal of refuse, sawdust, wood or other material in such a manner as to cause or permit ashes, sawdust, soot or cinders to be cast upon private or public property;
- \* Any toxic, radioactive, caustic, explosive, flammable, combustible, malodorous, or septic substances;
- \* The existence or accumulation of building material, lumber, salvage materials, scrap iron, tin and other metal, wire, stone, cement or brick which is unsightly and may be an attractive nuisance;
- \* Any fence or structure which is sagging, leaning, fallen, decayed, dangerous, or a fire hazard;
- \* The existence of any dead, diseased, infested or dying tree that may constitute a danger to property or persons;
- \* Certain trees, plants, shrubs, vegetation or fences overhanging or on any sidewalk, street, or public right-of-way, which obstruct or impair the use of the thoroughfare, public's vision of intersections or disrupt utilities.

Other provisions exist under different Chapters of the Code.

### **ENFORCEMENT CHALLENGES UNDER THE CURRENT CODE WITH RECOMMENDED SOLUTIONS**

While the addition of language in 2015 providing for enforcement via civil citations in municipal court addressed a significant concern, there are other challenges which are present.

*First*, statutory abatement methods have changed since the last significant amendment in 1999. Moreover, some of the cross-references in the current Code to outside sources no longer exist. Two examples illustrate this point:

1. The 2016 Legislature passed a bill which is codified (in part) at RCW 35A.21.405. Under this statute, municipalities are granted express authority to lien property for the expenses of abatement. Moreover, up to two thousand dollars (\$2,000.00) of this lien is of equal rank with state, county, and municipal taxes.

2. The current Code also contains outdated language. One noticeable example is located at UPMC 9.35.030(K). It defines the following as a nuisance (underlined emphasis added):

Any fence or structure which is sagging, leaning, fallen, decayed, dangerous, or a fire hazard. Any building which is determined to be a dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings as adopted by reference in the University Place Municipal Code.

The Uniform Code for the Abatement of Dangerous Buildings (UCADB) was last amended in 1997. It was published by the former International Conference of Building Officials. Thereafter, the ICBO merged its efforts with the International Code Council. The ICC has

published a set of codes which are recognized as industry-standard, a number of which the City has already adopted.

*Second*, the current Code places a high cost upon the City in pursuing enforcement actions. For a Notice of Violation (NOV), a hearing with the City's Hearing Examiner is scheduled concurrently with the issuance of the NOV. The cost associated with a "simple" hearing can exceed \$1,000.00.

To address this, a change in framework is recommended. For those matters which need a Hearing Examiner to adjudicate, a hearing is not scheduled, unless a violation is appealed. Similar to the current approach with infractions, not all alleged violators will request hearings. Only if a hearing is requested, will a Hearing examiner will be booked.

*Third*, the current Code does not provide for meaningful and inclusive cost recovery where enforcement has been taken. While the City may be able to recover some of the costs of abatement, the current Code does not allow recovery of costs and fees if judicial action is initiated. Case law has recognized that when a municipal code provision authorizes an award of fees, a court properly awards such fees to a prevailing municipality<sup>1</sup>.

*Fourth*, the Code has not kept pace with current trends as to what other jurisdictions are defining as nuisances or even needs within our community. Locally, in 2017, Pierce County updated their nuisance code. City staff reviewed Pierce County's 2017 amendments vis-à-vis University Place's current Municipal Code and were able to identify several additional "gaps" in defining a nuisance. To provide for cross-jurisdictional consistency, those changes are included in the draft ordinance.

One recommended change is worth a special mention. Law enforcement has reported an increase in marijuana-related nuisance calls. Specifically, the City has received complaints about the odor associated with marijuana use. Recommended language is contained in the draft ordinance, which is modeled on similar legislation adopted by the City of Kennewick.

*Fifth*, as noted above, the current Code requires voluntary compliance measures. The issue is: when has the threshold been crossed from attempting voluntary compliance, necessitating enforcement and who decides when that threshold has been crossed? One issue that infrequently appears in enforcement cases is the claim that more should have been done to address the problem before enforcement is brought to bear. Under the current model, a judge or hearing examiner can decide this issue, and without reaching the merits of the case, dismiss the matter. The solution is to encourage the use of the voluntary correction mechanism, but without mandating its use.

*Finally*, one area of increased complaints pertains to derelict buildings. Two recommended changes are included in the draft ordinance. The first involves the adoption of the International Property Maintenance Code (one of the successors of the above-referenced UCADB). The second is the adoption of a dedicated chapter of Code implementing the provisions of chapter 35.80 RCW. A dedicated section of this memorandum addresses this topic.

### **Statutory Abatement of Dangerous Buildings Under Chapter 35.80 RCW.**

Since 1959, State law has provided a statutory process for the abatement of dangerous buildings under chapter 35.80 RCW. This statutory framework provides a mechanism for the declaration of dangerous buildings, an administrative process for the adjudication of whether

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<sup>1</sup> City of Seattle v. Mighty Movers, Inc., 152 Wn.2d 343, 363, 96 P.3d 979 (2004)

a building is dangerous, and a means by which local jurisdictions can recover their costs for abatement.

Chapter 35.80 RCW provides the following mechanics for a property owner facing abatement:

*First*, the local government shall serve upon the property owner a complaint, and may record it with the county auditor, "stating in what respects such dwelling, building, structure, or premises is unfit for human habitation," RCW 35.80.030(1)(c). The statute further provides that a hearing shall be held upon the complaint "not less than ten days nor more than thirty days after the serving of the complaint," allowing the property owner and others having an interest in the property the opportunity to be heard.

*Second*, a hearing is held upon the Complaint before either an "improvement board" or, as allowed by statute, in University Place, the City's Building Official. RCW 35.80.030. At the hearing, the property owner and "all parties in interest shall be given the right to file an answer to the complaint, to appear in person, or otherwise, and to give testimony at the time and place in the complaint." RCW 35.80.030(1)(c). The rules of evidence do not apply. *Id.*

*Third*, following the hearing, the Building Official is required to enter an order. RCW 35.80.030(1)(f). This order may, "require[] the owner or party in interest, within the time specified in the order, to repair, alter, or improve such dwelling, building, structure, or premises,." *Id.* It may also "requires the owner or party in interest ... to remove or demolish such dwelling, building, structure, or premises[.]" *Id.*

*Fourth*, the property owner or other person having an interest in the property may exercise their right to appeal. RCW 35.80.030(1)(g). This appeal is held before an appeals commission, which may be an existing municipal agency. *Id.* In the proposed Ordinance, the City's Hearing Examiner holds any appeal hearings. A decision must be rendered within sixty days after the filing of any appeal. RCW 35.80.030(1)(g). Any order issued has the same effect as if issued by the Building Official. *Id.*

*Finally*, an aggrieved person has the right to appeal to superior court within thirty days following the Hearing Examiner's decision. RCW 35.80.030(2). The abatement is not stayed absent an order of the superior court. *Id.* Review is de novo. *Id.*

Once the property is abated, the costs of abatement are certified to the County Assessor-Treasurer and become part of the property tax obligation in conjunction with that particular property. RCW 35.80.030(1)(h).

The City's current Code provides for a chapter 35.80 RCW-like framework. But the current Code falls short in several respects. Organizationally, it is grouped with a related, but functionally distinct provision of the Code. More critically, however, it lacks the requisite detail as to what constitutes a "dangerous building." It also lacks the detail necessary to guide when repair or a tear-down is appropriate. The State statute provides for recovery of costs, but does not detail what costs are recoverable; the proposed Code fills this void.

## **SUMMARY**

A draft ordinance is attached which addresses many of these concerns. The key points of emphasis being the following:

1. The Code is modernized and addresses the foreseeable needs of the community. This has been done with both an internal review of our processes and looking externally towards the challenges posed by both our neighboring jurisdictions and the lessons from municipalities across the state.

2. The processes contained within the draft ordinance are likewise modernized to reflect the transition towards a more suburban community.

3. Cost recovery measures are included. This provides some measure of remuneration to the City for successfully undertaking abatement actions.

4. This draft Code is also intended to complement other goals and priorities of the City. As an example, abatement of dangerous buildings also serves a valuable economic development purpose.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING CHAPTERS 1.15, 1.20, 9.35 AND 14.05, AND CREATING A NEW CHAPTER 9.60 OF THE UNIVERSITY PLACE MUNICIPAL CODE; RELATING TO NUISANCE AND CODE ENFORCEMENT PROCESSES**

WHEREAS, public nuisances are unsightly and unsanitary; create fire, safety and health hazards; interfere with the enjoyment of public and private property; degrade the character of neighborhoods; and have a detrimental effect on property values; and

WHEREAS, residents of the City of University Place have complained about public nuisances in their neighborhoods; and have requested that the city regulate and abate public nuisances within the city; and

WHEREAS, pursuant to RCW 35A.11.020 and RCW 35.23.440 (10) the city has the power to declare what shall be deemed nuisances; to prevent, remove, and abate nuisances at the expense of the parties creating, causing, committing or maintaining nuisances, and to levy a special assessment on the land or premises whereon the nuisance is situated to defray the cost or to reimburse the city for the cost of abating the same.

WHEREAS, shortly following incorporation, the City has promulgated several sets of nuisance and code enforcement-related processes but the municipal code has not been updated, nor has it kept pace with current state legislation. It also contains outdated references.

WHEREAS, a number of processes contained in the City's current code do not reflect the best practices for code enforcement and nuisance-related enforcement processes. This necessarily slows the City's response to meaningfully solving citizen concerns.

WHEREAS, a number of other Washington jurisdictions have undertaken review of their nuisance processes and have identified matters, which are now appropriately constitute nuisances, which is appropriate for the City of University Place to also adopt;

WHEREAS, it is now appropriate to update the City's processes, mindful of current state law, the nature of the nuisances faced in this community and the need to reconcile the multiple tools at the City's disposal to achieve the best outcomes for its residents;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Chapter 1.15 of the University Place Municipal Code is amended as set forth in Exhibit A and set forth herein.

Section 2. Chapter 1.20 of the University Place Municipal Code is amended as set forth in Exhibit B and set forth herein.

Section 3. Chapter 9.35 of the University Place Municipal Code is amended as set forth in Exhibit C and set forth herein.

Section 4. Chapter 9.60 of the University Place Municipal Code is amended as set forth in Exhibit D and set forth herein.

Section 5. Section 14.05.030 of the University Place Municipal Code entitled "Adoption of codes by reference," is amended to read as follows:

The following codes are hereby adopted by this reference as if fully set forth in this chapter and as specifically modified or amended as set forth in this chapter:

A. The 2015 Edition of the International Building Code, including Appendix Chapter E, and ICC/ANSI A117.1-2009, and the 2015 International Existing Building Code and International Swimming Pool and Spa Code published by the International Code Council are hereby adopted by reference with the exceptions noted in Chapter 51-50 WAC and subsequently amended by this chapter.

B. The 2015 Edition of the International Residential Code including Appendices F and Q as published by the International Code Council is hereby adopted as amended by the Washington State Building Code Council in Chapter 51-51 WAC and as subsequently amended by this chapter; provided, that Chapters 11 and 25 through 43 of this code are not adopted.

C. The 2015 Edition of the International Mechanical Code including adoption of the 2015 International Fuel Gas Code, published by the International Code Council, and 2014 NFPA 58 and 2014 NFPA 54, published by the National Fire Protection Association, is hereby adopted by reference with the exceptions noted in Chapter 51-52 WAC.

D. The 2015 Edition of the International Fire Code published by the International Code Council is hereby adopted by reference with the additions, deletions, and exceptions contained in Chapter 51-54A WAC, including Appendices B, C, D (Sections 105 and 106 only), E, F and G.

E. The 2015 Edition of the Uniform Plumbing Code, including Appendices A, B and I, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference with the additions, deletions and exceptions contained in Chapter 51-56 WAC.

F. The 2015 Edition of the Washington State Energy Code, including commercial and residential provisions and appendices, is hereby adopted by reference with the additions, deletions and exceptions contained in Chapters 51-11C and 51-11R WAC.

G. The National Electrical Code, published by the National Fire Protection Association, as adopted and enforced by Tacoma Public Utilities, is hereby adopted.

H. The 2018 Edition of the International Property Maintenance Code published by the International Code Council is hereby adopted by reference.

Section 6. Section 14.05.040 of the University Place Municipal Code entitled, "Conflicts between codes," is amended to read as follows,

In case of conflict among the building code, the residential code, the mechanical code, the fire code, ~~and~~ the plumbing code, and the property maintenance code, the first named code shall govern over those

following. In case of conflicts between other codes and provisions adopted by this chapter, the code or provision that is most specific, as determined by the Building Official, shall apply.

Section 7. Chapter 9.15 of the University Place Municipal Code is repealed in its entirety.

Section 8. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 9. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 10. Effective Date. This Ordinance will be shall be in full force and effect five (5) days after publication of the Ordinance Summary.

**PASSED BY THE CITY COUNCIL ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Date of Publication:

Effective Date:

## Chapter 1.15

### GENERAL PENALTY INFRACTION PROVISIONS

#### Sections:

- 1.15.010 General civil penalty.
- ~~1.15.020 General criminal penalty.~~
- 1.15.025 Other legal remedies.
- 1.15.030 Failure to respond to a civil infraction.
- 1.15.040 Enforcement officers.

#### 1.15.010 General civil penalty.

Unless specific penalties other than as set forth in this section are established ~~in an ordinance of the City~~ for a violation of ~~that ordinance the municipal code~~, a violation of a ~~City ordinance~~ the Municipal Code is punishable by a fine of up to \$500.00 for each day that a violation occurs. In addition to the imposition of a civil penalty, a court may order a person found to have committed a civil infraction to make restitution, including any costs or expenses incurred by the City in abating or eliminating a public nuisance. In any court or administrative hearing to determine whether a violation has occurred the City shall have the burden of proving by a preponderance of the evidence that a violation occurred.

This section does not preempt the specific penalties set forth in ordinances of the City setting forth other penalties for violations of ~~those ordinances~~ the Municipal Code.

#### ~~1.15.020 General criminal penalty.~~

~~For all ordinances of the City which set forth that a violation of the ordinance shall constitute a misdemeanor, upon conviction an offender shall be penalized by imprisonment in the County or City jail for a period up to 90 days and a fine of up to \$1,000, or by both such fine and imprisonment. In addition, a defendant may be assessed court costs, jury fees and such other fees or costs as may be authorized in statute or court rules.~~

~~In any court proceeding to enforce this section, the City shall have the burden of proving by evidence beyond a reasonable doubt that a violation occurred. In a proceeding under this section a defendant~~

~~shall be accorded each and every right protected under the Constitutions of the United States of America and the State of Washington, all applicable Federal, State and local laws, and applicable court rules promulgated by the Washington Supreme Court and the inferior courts under the authority of the Washington Supreme Court.~~

#### 1.15.025 Other legal remedies.

Nothing in this chapter limits the right of the City to pursue other lawful, criminal, civil or equitable remedies to abate, discontinue, correct or discourage unlawful acts under or in violation of the Code.

#### 1.15.030 Failure to respond to a civil infraction.

It shall be a misdemeanor to fail to respond to a notice of civil infraction issued by a police officer or such other officers of the City as may be authorized to issue civil infractions.

In any court proceeding to enforce this section, the City shall have the burden of proving beyond a reasonable doubt both that the violator was personally served with the notice of civil infraction and that the violator willfully failed to respond to the infraction by either appearing in court as directed or by paying the fine for the infraction.

#### 1.15.040 Enforcement officers.

Department heads or supervisors and City employees as designated by the department head or supervisor, or employees of other governments performing enforcement services for the City pursuant to an interlocal agreement, shall be and are designated and appointed as "enforcement officers" and are authorized to initiate, issue and serve notices of civil infraction for violations of the University Place Municipal Code for regulation provisions or sections that are subject to their supervision, interpretation or enforcement. Such individuals are "citing officers," as defined by Rule 1.2(j) of the Infraction Rules for Courts of Limited Jurisdiction.

## Chapter 1.20

### ENFORCEMENT

#### Sections:

1.20.010 Purpose.

1.20.015 Duty of Enforcement.

1.20.020 Definitions.

1.20.030 Voluntary correction.

1.20.040 Notice of civil violation.

1.20.050 Hearing before the hearings examiner.

1.20.060 Abatement by the city.

1.20.070 Criminal penalties.

~~1.20.080 Alternative abatement procedure.~~

~~1.20.085 Collection of civil fines and penalties.~~

~~1.20.090 Additional enforcement procedures.~~

~~1.20.100 Chapter 35.80 RCW adopted.~~

~~1.20.110 Improvement officer and appeals commission designated.~~

~~1.20.120—Improvement officer authority—Issuance of complaint.~~

~~1.20.130—Service of complaint.~~

~~1.20.140—Complaint hearing.~~

~~1.20.150—Determination, findings of fact and order.~~

~~1.20.160—Appeal to appeals commission.~~

~~1.20.170—Appeal to superior court.~~

~~1.20.180—Remediation—Penalties.~~

~~1.20.190—Tax lien.~~

~~1.20.200—Salvage.~~

~~1.20.210—Designation and enforcement.~~

~~1.20.220—Conflicts.~~

~~1.20.230—Meaning of terms.~~

1.20.010 Purpose.

The purpose of this chapter is to establish an efficient system to enforce the development and use regulations of the city, to provide an opportunity for a prompt hearing and decision on alleged violations

of these regulations, to provide an administrative framework for resolving violations and to establish monetary penalties for violations. This chapter is intended to serve as an alternative to other means available to the City to remedy nuisance violations. ~~This chapter shall apply to those violations of the public nuisance provisions of UPMC Title 9, Public Safety, UPMC Title 19, Zoning, and other sections making reference to this chapter.~~

#### 1.20.015 Duty of enforcement.

It is the intent of the City Council that any duty of enforcement of any codes, ordinances or regulations of the City, or any part thereof, be owed to the public at large, and not to any individual members of the public. The City Council, further, intends to make no assurances or promises of protection thereby or enforcement thereof to any individual, and that no special relationship regarding enforcement of any code, ordinance or regulation shall exist with any individual which would set such individual apart from the general public.

#### 1.20.020 Definitions.

As used in this chapter, unless a different meaning is plainly required:

“Abate” means to repair, replace, remove, destroy or otherwise remedy a condition which constitutes a civil violation by such means in such a manner and to such an extent as the applicable department director determines is necessary in the interest of the general health, safety and welfare of the community.

“Act” means doing or performing something.

“Applicable department director” means the director of the department or his or her designee or any designated alternate empowered by ordinance or by the city manager to enforce a city ordinance or regulation including the assigned code enforcement official.

“Civil violation” means a violation for which a monetary penalty may be imposed as specified in this chapter. Each day or portion of a day during which a violation occurs or exists is a separate violation.

“Development” means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or use of any land above, at or below ground or water level, and all acts authorized by a city regulation.

“Emergency” means a situation which, in the opinion of the applicable department director, requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

“Hearings examiner” means the University Place hearings examiner and the office thereof established pursuant to Chapter 2.20 UPMC.

“Omission” means a failure to act.

“Person” means an individual, firm, association, partnership, corporation or any entity, public or private.

“Person responsible for the violation” means any person who has an interest in the property.

“Regulation” means and includes the following, as now or hereafter amended:

1. The public nuisance provisions of UPMC Title 9, Public Safety, and UPMC Title 19, Zoning;
2. All other city ordinances making reference to this chapter;
3. All standards, regulations and procedures adopted by the city making reference to this chapter; and
4. The terms and conditions of any permit or approval issued by the city, or any concomitant agreement with the city pursuant to city ordinances making reference to this chapter.

“Repeat violation” means a violation of the same regulation in any location by the same person for which voluntary compliance previously has been sought within two years, a notice of civil violation or a civil infraction has been issued within two years.

“Violation” means an act or omission contrary to a city regulation.

1.20.030 Voluntary correction.

A. General. Where possible, the ~~City shall~~ should, but is not required to, attempt to secure voluntary correction by contacting the person responsible for the violation, explaining the violation and requesting correction.

B. Issuance of Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the city, ~~acting through the applicable department director or designee.~~

1. Content. The voluntary correction agreement is a contract between the city and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement should include the following:

a. The name and address of the person responsible for the violation; and

b. The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

c. A description of the violation and a reference to the regulation which has been violated; and

d. The necessary corrective action to be taken, and a date or time by which correction must be completed; and

e. An agreement by the person responsible for the violation that the city may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and

f. An agreement by the person responsible for the violation that the city may abate the violation and recover its costs and expenses and/or a monetary penalty pursuant to this chapter from the person responsible for the violation if terms of the voluntary correction agreement are not met; and

g. An agreement that by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing ~~before the hearings examiner under this chapter~~ regarding the matter of the violation and/or the required corrective action.

2. Right to a Hearing Waived. Upon entering into a voluntary correction agreement, the person responsible for the violation waives the right to a hearing ~~before the hearings examiner under this chapter~~ regarding the matter of the violation and/or the required corrective action. Notice of the waiver must be contained in the voluntary correction agreement.

3. Extension – Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable department director if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances render correction under the original conditions unattainable.

4. Abatement by the City. The city may abate the violation ~~in accordance with UPMC 1.20.060~~ if the terms of the voluntary correction agreement are not met.

5. Collection of Costs. If the terms of the voluntary correction agreement are not met, the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, ~~in accordance with 1.20.040(E),~~ plus all costs and expenses of abatement, ~~as set forth in UPMC 1.20.060(D)~~ including a reasonable attorney's fee.

6. Confession of Judgment. A voluntary correction agreement may take the form of a confession of judgment as provided by chapter 4.60 RCW.

1.20.040 Notice of civil violation.

A. Issuance.

~~1. When the applicable department director~~ City determines that a violation has occurred or is occurring and the city is unable to secure voluntary correction, pursuant to UPMC 1.20.030, the applicable ~~department director~~ City Manager or designee may issue a notice of civil violation.

~~2. The applicable department director may issue~~ A notice of civil violation without having attempted to secure voluntary correction as provided in UPMC 1.20.030 under the following circumstances:

a. ~~When an emergency exists; or~~

~~b. When a repeat violation occurs; or~~

~~c. When the violation creates a situation or condition which cannot be corrected; or~~

~~d. When the person knows or reasonably should have known that the action is in violation of a city regulation; or~~

~~e. The person cannot be contacted or refuses to communicate or cooperate with the city in correcting the violation.~~

B. Content. The notice of civil violation shall include the following:

1. The name and address of the person responsible for that violation; and

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

3. A description of the violation and a reference to the provision(s) of the city regulation(s) which has been violated; and

4. The required corrective action and a date and time by which the correction must be completed, after which time the city may abate the unlawful condition; and

5. The date, time and location of an appeal hearing before the hearings examiner which will be at least 10 days but no more than 45 days from the date the notice of civil violation is issued; and

6. A statement indicating that the hearing will be canceled and no monetary penalty will be assessed if the applicable department director approves the completed, required corrective action at least 48 hours prior to the hearing; and

7. A statement that the costs and expenses of abatement incurred by the city and a monetary penalty in an amount per day for each violation as specified in subsection (E) of this section may be assessed

against the person to whom the notice of civil violation is directed as specified and ordered by the hearings examiner.

C. Service of Notice. The applicable department director or designee shall serve the notice of civil violation upon the person responsible for the violation, either personally or by mailing a copy of the notice of civil violation to such person at their last known address. If the person responsible for the violation cannot be personally served within Pierce County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and if by posting, the facts showing that due diligence was used in attempting to serve the person personally or by mail.

D. Extension. Extensions of the time specified in the notice of civil violation for correction of the violation may be granted at the discretion of the applicable department director or by order of the hearings examiner.

E. Monetary Penalty. Unless a different penalty is set forth in this Code, ~~the~~ monetary penalty for each violation per day or portion thereof shall be \$500.00.

F. Continued Duty to Correct. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom the notice of civil violation was issued of the duty to correct the violation.

G. Collection of Monetary Penalty.

1. The monetary penalty constitutes a personal obligation of the person to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the city within 10 calendar days from the date of mailing of the hearings examiner's decision or a notice from the city that penalties are due.

2. The city attorney is authorized to take appropriate action to collect the monetary penalty.

1.20.050 Hearing before the hearings examiner.

A. Notice. A person to whom a notice of civil violation is issued will be scheduled to appear before the hearings examiner not less than 10 calendar days but no more than 45 days after the notice of civil violation is issued. Extensions may be granted at the discretion of the ~~applicable department director~~ City or Hearings Examiner.

B. Prior Correction of Violation. The hearing will be canceled and no monetary penalty will be assessed if the ~~applicable department director~~ City approves the completed required corrective action at least 48 hours prior to the scheduled hearing.

C. Procedure. The hearings examiner shall conduct a hearing on the civil violation pursuant to the rules of procedure of the hearings examiner. The applicable department director and the person to whom the notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The city shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action will correct the violation. The determination of the applicable department director as to the need for the required corrective action shall be accorded substantial weight by the hearings examiner in determining the reasonableness of the required corrective action.

D. Decision of the Hearings Examiner.

1. The hearings examiner shall determine whether the city has established by a preponderance of the evidence that a violation has occurred and that the required correction will correct the violation and shall affirm, vacate, or modify the city's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions.

2. The hearings examiner shall issue an order to the person responsible for the violation which contains the following information:

a. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;

b. The required corrective action;

c. The date and time by which the correction must be completed;

d. The monetary penalties assessed based on the criteria in subsection (D)(3) of this section;

e. The date and time after which the city may proceed with abatement of the unlawful condition if the required correction is not completed.

3. Assessment of Monetary Penalty. Monetary penalties assessed by the hearings examiner shall be in accordance with the monetary penalty in UPMC 1.20.040(E).

a. The hearings examiner shall have the following options in assessing monetary penalties:

i. Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or

ii. Assess monetary penalties beginning on the correction date set by the applicable department director, an alternate correction date set by the hearings examiner, or a date set forth in a voluntary correction agreement (if any) and thereafter; or

iii. Assess less than the established monetary penalty set forth in UPMC 1.20.040(E) based on the criteria of subsection (D)(3)(b) of this section; or

iv. Assess no monetary penalties.

b. In determining the monetary penalty assessment, the hearings examiner shall consider the following factors:

i. Whether the person responded to staff attempts to contact the person and cooperated with efforts to correct the violation;

ii. Whether the person failed to appear at the hearing;

iii. Whether the violation was a repeat violation;

iv. Whether the person showed due diligence and/or substantial progress in correcting the violation;

v. Whether a genuine code interpretation issue exists; and

vi. Any other relevant factors.

c. The hearings examiner may double the monetary penalty schedule if the violation was a repeat violation. In determining the amount of the monetary penalty for repeat violations the hearings examiner shall consider the factors set forth in subsection (D)(3)(b) of this section.

4. Notice of Decision. The hearings examiner shall send by certified mail return receipt requested a copy of the decision to the person to whom the notice of a civil violation was issued and to the applicable department director within 20 working days of the hearing.

E. Failure to Appear. If the person to whom the notice of civil violation was issued fails to appear at the scheduled hearing, the examiner will enter an order with findings pursuant to subsection (D)(2) of this section and assess the appropriate monetary penalty pursuant to subsection (D)(3) of this section. The city will enforce the hearings examiner's order and recover all related expenses, plus the cost of the hearing and any monetary penalty from that person.

~~F. Appeal to Superior Court. An appeal of the decision of the hearings examiner must be filed with Pierce County superior court within 21 days of the issuance of the hearings examiner's decision.~~

Finality of Decision. The decision of all matters decided hereunder shall be final and conclusive unless, within twenty-one days from the date of the final decision, an applicant or an aggrieved party makes an application to a court of competent jurisdiction or competent administrative agency for review.

1.20.060 Abatement by the city.

A. The city may abate a condition which was caused by or continues to be a civil violation when:

1. The terms of a voluntary correction agreement pursuant to UPMC 1.20.030 have not been met; or

2. A notice of civil violation has been issued and a hearing has been held as set forth in this Chapter and the required correction has not been completed by the date specified in the hearings examiner's order; or

3. The condition is subject to summary abatement as provided for in subsection (B) of this section.

B. Summary Abatement. Whenever any violation of a regulation causes a condition, the continued existence of which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the person responsible for the violation as soon as reasonably possible after the abatement.

C. Authorized Action by the City. Using any lawful means, the city may enter upon the subject property and may remove or correct the condition which is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition.

D. Recovery of Costs and Expenses. The costs, including incidental expenses, of correcting the violation shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupancy of the property and shall become due and payable to the city within 10 calendar days. The term "incidental expenses" includes but is not limited to personal costs, both direct and indirect, including attorneys' fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and the costs of any required printing and mailing.

E. As provided by RCW 35A.21.405, the City Manager or designee is also authorized to file a special assessment against the property on which the notice of civil violation was assessed for the City's costs in abating the nuisance and for any fines imposed. Before levying a special assessment, the City shall notify the property owner and any identifiable mortgage holder that a special assessment will be levied on the property and provide the estimated amount of the special assessment. The notice must be sent by regular mail.

F. This section does not preclude the use of other abatement processes allowed by law.

#### 1.20.070 Criminal penalties.

A. Any person who knowingly and unlawfully obstructs, hinders, or delays a city official in the enforcement of this chapter shall be guilty of a misdemeanor.

B. Any person who knowingly and unlawfully violates a decision and ordinance issued by the hearings examiner shall be guilty of a misdemeanor.

C. Any person who knowingly and unlawfully hinders, delays or obstructs the enforcement of an agreement between the city of University Place and a person responsible for a violation shall be guilty of a misdemeanor.

#### ~~1.20.080 Alternative abatement procedure.~~

~~Any property on which violations of this chapter remain uncorrected after issuance of a notice of violation may, in addition to the procedures outlined above, be abated in accordance with the following additional procedures pursuant to RCW 35.21.310:~~

~~A. When requested by the applicable department director and approved by the hearings examiner, the matter of a pending violation may be submitted to the city council for consideration whenever the violation consists of debris upon property constituting a fire hazard or a menace to public health, safety or welfare. In such instance, the procedures set forth in UPMC 1.20.030 through 1.20.060 shall be complied with to the extent not in conflict herein except that the decision of the hearings examiner pursuant to UPMC 1.20.050(D) shall be in the form of a recommendation to the city council. This alternate procedure may be requested by the applicable department director at any time prior to the hearing before the hearings examiner and only if the hearings examiner makes a finding that the violation constitutes a fire hazard or a menace to public health, safety or welfare requiring removal or destruction of the debris constituting the violation. After consideration, the council may, by resolution, either accept, reject or modify the hearings examiner's recommendation and require the property owner to abate the violation by removal or destruction, at his or her cost and expense, within a time specified in the resolution.~~

~~B. The resolution shall not be passed until the property owner is given at least five days' notice of the pendency of the proposed resolution. Such notice shall be served by the applicable department director pursuant to UPMC 1.20.040(C). The notice, either accompanied with or incorporated into the hearings examiner's recommendation, shall describe the property involved, the nature of the hazardous condition, the corrective action required, and the date of the council meeting during which the matter will be considered.~~

~~C. If the nuisance is not abated by the property owner within the time fixed in the resolution, the applicable department director may abate the same and mail a bill to the property owner covering the~~

cost to the city of such abatement, including the applicable department director's expense. If the property owner fails or refuses to pay the bill immediately, the applicable department director shall file a lien therefor against the property, which lien shall be in the same form, filed with the same officer and within the same time and manner and enforced and foreclosed as is provided by law for liens for labor and material.

#### 1.20.085 Collection of civil fines and penalties.

Pursuant to RCW 19.16.500, the civil fines and penalties ordered by the city's hearings examiner may be collected by a licensed collection agency working under a contract with the city.

#### 1.20.090 Additional enforcement procedures.

A. Civil Infraction Citation. If after investigation, or after the complaint of residents or others, the applicable department director has probable cause to believe that the applicable standards or requirements of the University Place Municipal Code have been violated, the director may issue a civil infraction citation in accordance with Chapter 7.80 RCW, which is incorporated herein by reference, upon the owner, tenant, occupier, manager, agent, or other person responsible for the violation.

B. The provisions of this chapter are not exclusive, and may be used in addition to other enforcement provisions authorized by city ordinance.

#### 1.20.100 Chapter 35.80 RCW adopted.

Chapter 35.80 RCW, Unfit Dwellings, Buildings and Structures, as it currently exists or is hereinafter amended, is hereby adopted.

#### 1.20.110 Improvement officer and appeals commission designated.

The code enforcement official and the code enforcement official's designee is designated as the city's "improvement officer," and shall have the full scope of authority granted to that official under Chapter 35.80 RCW. The city of University Place's hearings examiner is designated as the city's "appeals commission," and shall have the full scope of authority granted to that commission under Chapter 35.80 RCW.

#### 1.20.120 Improvement officer authority—Issuance of complaint.

If after a preliminary investigation of any dwelling, building, structure or premises, the improvement officer finds that it is unfit for human habitation or other use, the improvement officer may issue a complaint conforming to the provisions of RCW 35.80.030, stating in what respects such dwelling, building, structure or premises is unfit for human habitation or other use. In determining whether a dwelling, building, structure or premises should be repaired or demolished, the improvement officer shall be guided by the University Place Municipal Code and such other codes adopted pursuant to the University Place Municipal Code as the improvement officer deems applicable, in particular the most recent edition of the International Property Maintenance Code.

#### 1.20.130 Service of complaint.

A complaint issued under UPMC 1.20.120 shall be served on the parties and posted on the subject property pursuant to RCW 35.80.030, and shall also be filed with the Pierce County auditor. All complaints or other documents posted on the subject property shall remain in place until the complaint has been resolved. For purposes of service, such complaints or other documents are deemed effective on the day of posting.

#### 1.20.140 Complaint hearing.

Not less than 10 days nor more than 30 days after serving a complaint, the improvement officer shall hold a hearing conforming to the provisions of RCW 35.80.030, at which all parties in interest shall be given the right to appear in person, to bring witnesses, and to give testimony regarding the complaint. At any time prior to or at the time of the hearing, any party may file an answer to the complaint. The improvement officer shall adopt procedural rules governing the procedure of such hearing, which shall be available for public inspection at the city clerk's office.

#### 1.20.150 Determination, findings of fact, and order.

Within 10 days of the complaint hearing, the improvement officer shall issue a determination, findings of fact, and order stating the improvement officer's determination as to whether the subject dwelling, building, structure or premises is unfit for human habitation or other use, the findings of fact supporting the determination, and an order specifying the actions necessary to address any unfitness and a deadline for completing the actions. The determination, findings of fact, and order shall be served and

posted as set forth in UPMC 1.20.130, and if no appeal is filed within the deadline specified in UPMC 1.20.050, a copy of the determination, findings of fact, and order shall be filed with the Pierce County auditor.

#### 1.20.160 Appeal to appeals commission.

Within 30 days of service of a determination, findings of fact, and order, any party may file an appeal to the appeals commission. Such an appeal shall be governed by the city of University Place hearings examiner's procedural rules, except that the appeals commission shall conduct a hearing on the appeal and issue a ruling within 60 days from the date the appeal is filed; and if the appeals commission issues any oral findings of fact, the ruling shall contain a transcript of such findings in addition to any findings issued at the time of the ruling. The ruling shall be served and posted as set forth in UPMC 1.20.130, and if no appeal is filed within the deadline specified in UPMC 1.20.050, a copy of the ruling shall be filed with the Pierce County auditor.

#### 1.20.170 Appeal to superior court.

Any person affected by a determination, findings of fact, and order issued by the improvement officer, who has brought an appeal before the appeals commission pursuant to UPMC 1.20.160, may, within 30 days after the appeals commission's ruling has been served and posted pursuant to UPMC 1.20.130, petition the Pierce County superior court for an injunction restraining the improvement officer from carrying out the provisions of the determination, findings of fact, and order. In all such proceedings, the court is authorized to affirm, reverse or modify the order, and such trial shall be heard de novo.

#### 1.20.180 Remediation — Penalties.

If a party, following exhaustion of the party's rights to appeal, fails to comply with the determination, findings of fact, and order, the improvement officer may direct or cause the subject dwelling, building, structure or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished pursuant to Chapter 35.80 RCW.

#### 1.20.190 Tax lien.

The cost of any action taken by the improvement officer under UPMC 1.20.180 shall be assessed against the subject property pursuant to Chapter 35.80 RCW. Upon certification by the city of University Place

~~finance director that the assessment amount is due and owing, the Pierce County treasurer shall enter the amount of such assessment upon the tax rolls against the subject property pursuant to the provisions of RCW 35.80.030.~~

#### ~~1.20.200 Salvage.~~

~~Materials from any dwelling, building, structure, or premises removed or demolished by the improvement officer shall, if possible, be salvaged and sold as if the materials were surplus property of the city of University Place, and the funds received from the sale shall be credited against the cost of the removal or demolition; and if there be any balance remaining, it shall be paid to the parties entitled thereto, as determined by the improvement officer, after deducting the costs incident thereto.~~

#### ~~1.20.210 Designation and enforcement.~~

~~A. The code enforcement officer(s) is/are the person(s) authorized by the city manager to enforce the civil and criminal provisions of the University Place Municipal Code, including issuance of civil infraction, notice and orders of violation, and criminal misdemeanors.~~

~~B. The code enforcement officer may call upon the police, fire, building, public works or any other appropriate city departments to assist in enforcement. As used in this chapter, "code enforcement officer" shall also mean any applicable department director as designated by the city manager.~~

~~C. This chapter shall be enforced for the benefit of the health, safety, and welfare of the general public, and not for the benefit of any particular person or class of persons.~~

#### ~~1.20.220 Conflicts.~~

~~In the event of a conflict between this chapter and any other provision of the city or city ordinances providing for a civil penalty, this chapter shall control. Provisions of the public safety code in UPMC Title 9, Public Safety, do not apply to this chapter.~~

#### ~~1.20.230 Meaning of terms.~~

~~For the purposes of this code, whenever “civil infraction” and “civil penalty” are used in any code, ordinance or regulation of the city, these terms shall be deemed to have the same meaning as the terms “civil violation” and “monetary penalty,” respectively, as used herein.~~

## Chapter 9.35

### PUBLIC NUISANCES

#### Sections:

- 9.35.010 Purpose and construction.
- 9.35.015 Definitions.
- 9.35.020 Duty to maintain real property.
- 9.35.025 Prohibited conduct.
- 9.35.030 Public nuisances.
- 9.35.035 Abatement of public nuisance.
- 9.35.036 Serving of orders.
- 9.35.037 Contents of order.
- 9.35.038 Alternative abatement procedure.
- 9.35.040 Penalties and enforcement.
- 9.35.050 Authorizing enforcement assistance from the Tacoma-Pierce County Health Department.
- 9.35.060 Appeals.

#### 9.35.010 Purpose and construction.

The purpose of this chapter is to define, regulate and provide for the abatement of public nuisances; reduce fire, safety and health hazards; preserve and enhance the attractiveness of the City's neighborhoods; and protect property values within the City. This chapter is an exercise of the City's police power and is necessary for the health, safety and welfare of the City and to preserve and protect the public peace. Therefore, the provisions of this chapter shall be liberally construed for the accomplishment of such purposes.

#### 9.35.015 Definitions.

All terms used in this chapter shall have their common definition meaning. In addition to the common definition meaning, the terms used shall mean as follows:

"Abate" means to repair, replace, remove, destroy or otherwise remedy a condition that violates this chapter.

“Abandoned vehicle” means any vehicle left on a public right-of-way or on private property without the consent of the property owner for a period of 72 hours or longer.

“Apparently inoperable” means a vehicle that meets any of the following criteria:

The vehicle is:

1. Covered or partially covered by moss, leaves, needles or other vegetation; or has grass or other vegetation growing up around the vehicle; or other circumstances exist that support a reasonable belief that the vehicle has not been moved for 30 days or more;

2. Has any visibly damaged, missing, or broken major components, including but not limited to any of the following: windows, windshields, headlights, taillights, mirrors, body panels, hoods, doors, bumpers, trunk lids, driver’s seats, steering wheels, grill covers, radiators, or any major mechanical or electrical equipment; or

3. For any other reason appears in such a condition as to not be legally operable on a public road.

“Building materials” means lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, cans of paint and similar materials.

A "blight on the surrounding neighborhood" is any property, dwelling, building, or structure that meets any two of the following factors: (1) If a dwelling, building, or structure exists on the property, the dwelling, building, or structure has not been lawfully occupied for a period of one year or more; (2) the property, dwelling, building, or structure constitutes a threat to the public health, safety, or welfare as determined by the executive authority of the county, city, or town, or the designee of the executive authority; or (3) the property, dwelling, building, or structure is or has been associated with illegal drug activity during the previous twelve months.

“Garbage” means waste food products, other organic waste products and packaging materials from food products.

“Housing Unit” means:

(1) a house;

(2) an apartment;

(3) a mobile home;

(4) a group of rooms; or

(5) a single room that is (a) occupied as separate living quarters, (b) in which the occupants live and eat separately from any other persons in the building, and (c) which have direct access from the outside of the building through a common hall.

“Junk” means discarded, broken or disabled items, including, but not limited to, furniture, appliances, toys, vehicle parts, building materials, tools, machinery parts or other items that are not in functioning condition.

“Junk Vehicle” has the same definition as set forth in RCW 46.55.010(5).

“Marijuana Nuisance” means the production or processing of marijuana or marijuana-infused products, or the storage or growing of marijuana plants where any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another “housing unit” as defined in this Section.

“Landowner” means an owner of private property, or a person in possession or control of private property.

“Person” means human beings of either sex as well as firms, partnerships, corporations, and all associations of human beings, whether acting by themselves or by a servant, agent or employee.

“Premises” means any building, lot, parcel, real estate, land or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

“Public nuisance” means a thing, act, failure to act, occupation or use of property which (1) annoys, injures or endangers the comfort, repose, health or safety of the public; (2) unlawfully interferes with, obstructs, or renders dangerous for passage any stream, river, channel, public park, square, street, alley, highway or sidewalk; ~~or~~ (3) renders the public insecure in life or use of property; or (4) is recognized as a nuisance as defined by state law, federal law, or elsewhere within this Code. All of the conditions enumerated in UPMC 9.35.030 are “public nuisances.”

“Responsible party” means any person owning property, as shown on the real property records of Pierce County or on the last assessment roll for taxes, and shall also mean any lessee, tenant or person having possession of the property. There may be more than one responsible party for a particular property.

“Trash” includes, but is not limited to, used, discarded, torn or broken paper; plastic; glass; cardboard; packaging materials; small pieces of scrap metal; wire; pipe; stone; plaster; cement; office supplies; cosmetics; bottles; cans; jars; or boxes.

“Yard waste” means any accumulation of leaves; trimmings from trees, brush and shrubs; cut grass and weeds; or garden waste.

#### 9.35.020 Duty to maintain real property.

Any person owning, leasing, renting, occupying or in charge of any real property in the City, including vacant lots, has a duty to maintain the property free from junk, trash, yard waste and any other nuisance as defined in this chapter, in order that such property shall not endanger the safety, health or welfare of the general public.

#### 9.35.025 Prohibited conduct.

It is a violation of this chapter for any person to permit, create, maintain or allow upon any premises, any of the acts or things declared to be public nuisances herein.

#### 9.35.030 Public nuisances.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance:

- A. Any unfenced, uncovered, unguarded or abandoned pit, hole, excavation, well, septic tank, cesspool, pond, or swimming pool into which a child or other person could fall.
- B. Attractive nuisances dangerous to children, including, but not limited to, abandoned, broken or neglected vehicles, boats, equipment and machinery; refrigerators, freezers or other insulated containers within which a child could suffocate; and abandoned, dilapidated or structurally unsound buildings.
- C. The existence or accumulation of any garbage or organic waste on the premises, including, but not limited to, bones; hides; skins; dead animals, fish or fowl; waste food products; or manure; provided that nothing herein shall prevent the temporary retention of such waste in approved covered receptacles or the temporary retention of waste food products and manure in enclosed compost piles.
- D. The existence or accumulation of any trash, litter or inorganic waste, including, but not limited to, used, broken, torn or discarded paper, cardboard, plastic, rags, empty bottles, cans, glass, plaster, barrels, boxes, crates, packing cases, construction debris, Styrofoam, excelsior, hay, straw, packing materials, scrap metal, wire, pipe, crockery, and plaster not enclosed in covered bins or metal receptacles approved by the City.
- E. The existence or accumulation of any junk, including, but not limited to, broken, discarded, torn, or non-functional furniture, mattresses, bedding, appliances, toys, vehicle parts, building materials or other articles of personal property.
- F. The accumulation of yard waste, including, but not limited to, grass cuttings, weeds, brush, tree limbs, vegetation, garden waste, debris or organic matter which may be a fire hazard, or in which flies or rodents may breed and multiply, or which is a hazard to the public health, safety or welfare; provided that nothing herein shall prevent the temporary retention of yard waste in an enclosed compost pile.
- G. The existence of noxious or toxic weeds which could be hazardous to health, including, but not limited to, poison oak, poison ivy, and deadly nightshade; or the existence of overgrown grass, weeds or shrubs in which flies and rodents may breed and multiply or which may be a fire hazard pursuant to the Uniform Fire Code as adopted by reference in the University Place Municipal Code.
- H. The outdoor burning or disposal of refuse, sawdust, wood or other material in such a manner as to cause or permit ashes, sawdust, soot or cinders to be cast upon private or public property, including City streets, rights-of-way and alleys, or to cause or permit the smoke, ashes, soot or gases arising from such burning to pollute the air or endanger the health, safety and welfare of the public; provided, that this

section shall not apply where the party responsible for the action has obtained a burning permit from the applicable fire department or local air quality authority.

I. Any toxic, radioactive, caustic, explosive, flammable, combustible, malodorous, or septic substances, unless kept in proper receptacles as provided by the health and refuse laws or by the Uniform Fire Code.

J. The existence or accumulation of building material, lumber, salvage materials, scrap iron, tin and other metal, wire, stone, cement or brick which is unsightly and may be an attractive nuisance; provided, that this subsection shall not apply if the materials are associated with an active building permit, or are neatly piled and screened from view from the public right-of-way or any neighboring property.

K. Any fence or structure which is sagging, leaning, fallen, decayed, dangerous, or a fire hazard. Any building which is determined to be a dangerous building pursuant to ~~the Uniform Code for the Abatement of Dangerous Buildings as adopted by reference~~ other provisions of the University Place Municipal Code.

L. The existence of any dead, diseased, infested or dying tree that may constitute a danger to property or persons.

M. All trees, plants, shrubs, vegetation or fences overhanging or on any sidewalk, street, or public right-of-way, which:

1. Obstruct or impair the free and full use of the sidewalk or street by the public, or
2. Damage, obstruct or endanger power lines, cables, conduits, sewers or drains located within a public right-of-way, or
3. Obstruct the public's vision of intersections from the streets, sidewalks and public right-of-way.

All tree limbs overhanging a public sidewalk which are less than 10 feet above the surface of the sidewalk and all tree limbs overhanging a public street which are less than 12 feet above the surface of the street are deemed to obstruct or impair the full use of the sidewalk or street.

N. Maintaining a Marijuana Nuisance.

O. Retain or store, except if permitted by any other City ordinance, any of the following:

1. One or more junk, wrecked, dismantled, partially dismantled, or apparently inoperable vehicles; or
2. Body parts, engines or drive-train parts, wheels, tires, or any other parts, assemblies or components of automobiles and other vehicles;
3. One or more abandoned vehicles.

Unless such vehicles are (a) completely enclosed within a building sited, constructed and maintained in full compliance with the terms of any permit, license, statute, regulation, ordinance or order regulating such activity; (b) screened from neighboring properties and the right-of-way; or (c) stored or parked in a lawful manner on private property in connection with the legal business of a licensed dismantler, motor vehicle wrecker, licensed vehicle dealer, junk, salvage or wrecking yard, which is operating in full compliance with the terms of any permit, license, statute, regulation, ordinance or order regulating such activity, including the property fencing and screening provisions in RCW 46.80.130.

P. Any building or structure where construction was commenced and then ceased and the building or structure was left unfinished, or any building or structure that has been constructed or modified without required permits.

Q. Any structure, vehicle or other personal property that has been found contaminated and declared unfit for use by a local health officer pursuant to RCW 64.44.030.

R. Any structure or personal property maintained in violation of the terms of a written order issued by the City of University Place, the Tacoma-Pierce County Health Department, or the local fire prevention district.

S. The failure to maintain yard space thereof reasonably neat and clean and free of uncut grass, weeds, blackberry vines, bushes and debris, so as to prevent rodent, insect or other pest infestation, and so as to prevent a fire hazard.

T. Constitutes a blight on the surrounding neighborhood.

9.35.035            Abatement of public nuisance.

A.        The responsible person or persons for any premises on which a nuisance as defined in UPMC 9.35.030 is found, shall abate such nuisance by removal, trimming, demolition, rehabilitation or repair.

B.        Whenever any declared nuisance, source of filth or cause or probable cause of injury to health shall be found to exist on any private or public property, the City Manager or designee shall have the power and authority to order verbally and/or in writing the owner or occupant or user thereof, by appropriate action, at the expense of such owner, occupant, or user to correct and remove such nuisance, source of filth or cause or probable cause of injury to health within such time as the City Manager or designee may order.

C.        In the event of the refusal or failure to remove such nuisance within said time, the City Manager or designee may cause such nuisance to be abated at the expense of such person or persons, which cost may be recovered by the City from such person or persons in an action brought in the name of the City to recover the same in any court of competent jurisdiction.

D.        As provided by RCW 35A.21.405, the City Manager or designee is also authorized to file a special assessment against the property on which the nuisance was abated for the City's costs in abating the nuisance. Before levying a special assessment, the City shall notify the property owner and any identifiable mortgage holder that a special assessment will be levied on the property and provide the estimated amount of the special assessment. The notice must be sent by regular mail.

E.        In any such abatement by the City, the City shall also be entitled to interest accruing at the rate of twelve percent (12%) per annum from the time of the expenditure of funds by the City for such abatement, or such other maximum rate established by law.

9.35.036            Serving of Orders.

A. Any order described in Section 9.35.035(B) of this Code required to be served on a person, owner, agent or occupant of a premises, shall be deemed to have been served under any of the following conditions:

1. Such order is delivered to such person by any authorized representative of the City Manager or designee;

2. Such order is mailed (by first class mail, postage prepaid and by a form of mail that requires the signed receipt showing when and to whom it was delivered) to the owner, representative of the owner, or the last known occupant of the premises;

3. Such order, properly signed, is posted by an authorized representative of the City Manager or designee upon any portion of such premises visible from a public place; or

4. In such manner as a summons and complaint may be served.

5. If the whereabouts of such persons are unknown and the same cannot be ascertained by the City Manager or designee in the exercise of reasonable diligence and the City Manager or designee shall make an affidavit to that effect, then the order may also be served by publishing the same twice, once each week for two consecutive weeks, in the official newspaper of the City.

#### 9.35.037 Contents of Order.

The order shall contain, among other things, the following information:

A. Name of owner or other persons interested;

B. The location of the premises, identified by street address or legal description of the premises or other brief description;

C. General description of the premises considered a nuisance;

D. A statement or list of items in violation of this Chapter;

E. A reasonable time for correction of the violation. In the instance of a junk vehicle or abandoned vehicle, the period of time shall be no less than fifteen (15) days.

F. A copy of the order may be filed with County Auditor, which filing shall have the same force and effect as other lis pendens orders provided by law.

#### 9.35.038 Alternative abatement procedure.

In addition to the procedures outlined in this Chapter, nuisances may be abated in accordance with the following additional procedures pursuant to RCW 35.21.310:

A. When requested by the City Manager, the matter of a pending violation may be submitted to the City Council for consideration whenever the violation consists of trees, plants, shrubs or vegetation, or parts thereof, which overhang any sidewalk or street or which are growing thereon in such manner as to obstruct or impair the free and full use of the sidewalk or street by the public; and may further so require the owner of any property therein to remove or destroy all grass, weeds, shrubs, bushes, trees

or vegetation growing or which has grown and died, and to remove or destroy all debris, upon property owned or occupied by them and which are a fire hazard or a menace to public health, safety or welfare. After consideration, the Council may, by resolution, either accept, reject or modify the recommendation and require the property owner to abate the violation by removal or destruction, at his or her cost and expense, within a time specified in the resolution.

B. The resolution shall not be passed until the property owner is given at least five days' notice of the pendency of the proposed resolution. The notice shall describe the property involved, the nature of the hazardous condition, the corrective action required, and the date of the Council meeting during which the matter will be considered.

C. If the nuisance is not abated by the property owner within the time fixed in the resolution, the City may abate the same and mail a bill to the property owner covering the cost to the City of such abatement. If the property owner fails or refuses to pay the bill immediately, the City may file a lien therefor against the property, which lien shall be in the same form, filed with the same officer and within the same time and manner and enforced and foreclosed as is provided by law for liens for labor and material.

#### 9.35.040 Penalties and enforcement.

In order to discourage public nuisances and otherwise promote compliance with applicable Code provisions, the City may undertake any of the following enforcement actions:

A. Civil Penalties. Any person who fails to comply with the provisions of this chapter shall be subject to a civil ~~penalty~~ infraction in accordance with Chapter ~~1.15~~ UPMC 7.80 RCW. The existence of an order as set forth under this chapter shall not be a prerequisite for the issuance of civil infractions.

B. Enforcement Actions Authorized. Initiate enforcement actions as authorized by this chapter or elsewhere within the Municipal Code or as permitted by law.

C. Require abatement by means of a judicial abatement order, and if such abatement is not timely completed by the person or persons responsible for a Code violation, undertake the abatement and charge the reasonable costs of such work as authorized by this chapter;

D. Order work stopped at a site by means of a stop work order, and if such order is not complied with, assesses civil penalties as authorized by this chapter.

E. Suspend, revoke, or modify any permit or business license previously issued by the City or deny an application for a permit or business license when other efforts to achieve compliance have failed. An action under this subsection shall be governed by the processes particular to such permit or license;

~~B~~F. Other Legal Remedies. Nothing in this chapter limits the right of the City to pursue other lawful, criminal, civil or equitable remedies to abate, discontinue, correct or discourage unlawful acts under or in violation of this chapter.

~~C. Enforcement action by the City shall be in accordance with Chapter 1.20 and/or 1.30 UPMC at the City's discretion.~~

G. In addition to or as an alternative to any other penalty provided herein or by any other nuisance ordinance, the City shall be entitled to its costs, reasonable attorneys' fees and reimbursement of staff time and expenses in any action to enforce the provisions of this Chapter or any other nuisance regulation ordinance.

H. Summary Abatement. Nothing in this Chapter prohibits the City from taking any emergency action for the summary closure of such property when it is necessary to avoid an immediate threat to public welfare and safety. The City may take summary action to close the property without complying with the notification provisions of this chapter, but shall provide such notice as is reasonable under the circumstances.

9.35.050 Authorizing enforcement assistance from the Tacoma-Pierce County Health Department Other Agencies.

The City may obtain enforcement assistance from other governmental agencies Tacoma-Pierce County Health Department is hereby authorized to assist City officials in the enforcement of this chapter.

9.35.060 Appeals

A. The City Hearing Examiner is designated to hear appeals by property owners or those having an interest in the property subject to an abatement order as set forth in Section 9.35.035(B) UPMC, PROVIDED, HOWEVER, the Hearing Examiner shall not have the authority to adjudicate civil infractions issued under chapter 7.80 RCW.

B. Any applicant or licensee may, within fourteen (14) days after receipt of an abatement order, file with the City Clerk a written notice of appeal. No fee shall be required for the filing of an appeal.

C. As soon as practicable after receiving the written appeal, the City Clerk shall fix a date, time, and place for the hearing of the appeal by the Hearing Examiner. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing by the City Clerk, by mailing a copy addressed to each appellant at his or her address shown on the notice of appeal.

D. At the hearing, the appellant or appellants shall be entitled to appear in person, and to be represented by counsel and to offer such evidence as may be pertinent and material to the denial or to the notice and order. The technical rules of evidence need not apply.

E. Only those matters or issues specifically raised by the appellant or appellants in the written notice of appeal shall be considered in the hearing of the appeal.

F. Unless the parties agree otherwise or circumstances do not otherwise permit, within ten (10) business days following conclusion of the hearing, the Hearing Examiner shall make written findings of fact and conclusions of law, supported by the record, and a decision which may affirm, modify, or overrule the denial or order of the City, and may further impose terms and conditions relative to the abatement of the nuisance, and may further impose upon an unsuccessful appellant the costs associated with the appeal.

G. Failure of any person to file an appeal in accordance with the provisions of this Chapter shall constitute a waiver of the right to an administrative hearing and adjudication of the abatement order.

9.35.070 State Provisions Adopted by Reference

A. The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

7.48.010 Actionable nuisance defined.

7.48.050 Moral nuisances—Definitions.

7.48.120 Nuisance defined.

7.48.130 Public nuisance defined.

7.48.140 Public nuisances enumerated.

7.48.150 Private nuisance defined.

7.48.155 Unlawful use of firearm or deadly weapon—Arrest required.

7.48.160 Authorized act not a nuisance.

7.48.170 Successive owners liable.

7.48.180 Abatement does not preclude action for damages.

7.48.190 Nuisance does not become legal by prescription.

7.48.200 Remedies.

7.48.240 Certain places of resort declared nuisances.

7.48.250 Penalty—Abatement.

7.48.280 Costs of abatement.

B. The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full. To the extent that such provisions impose or modify requirements elsewhere within this chapter, the RCW sections shall be reconciled with the provisions set forth in this chapter to provide effect to both, provided however, in the event of a conflict, the RCW section shall prevail:

RCW 46.55.240(3) Local Ordinances -- Requirements

## **Unfit dwellings, buildings, and structures**

### **Sections**

- 9.60.010 Purpose - Findings
- 9.60.020 Definitions
- 9.60.030 Authority
- 9.60.040 Criteria for Unfit or Dangerous Structures
- 9.60.050 Inspection and Complaint
- 9.60.060 Findings and Order
- 9.60.070 Appeals
- 9.60.080 Enforcement of Order
- 9.60.090 Sale or Disposal of Materials and Contents
- 9.60.100 Recovery of Expenses
- 9.60.110 Demolition of Dangerous Building
- 9.60.120 Permits, Regulation and Workmanship
- 9.60.130 Remedies Not Exclusive
- 9.60.140 Public Nuisance

### **9.60.010 Purpose – Findings**

Pursuant to chapter 35.80 of the Revised Code of Washington (RCW), the City Council finds that there are within the City of University Place, dwellings which are unfit for human habitation and buildings, structures, and premises or portions thereof which are unfit for other uses due to dilapidation, disrepair, structural defects, unpermitted and substandard construction or modification, filth and other conditions attracting insects or vermin or likely to spread disease, defects increasing the hazards of fire, accidents, or other calamities, or other similar conditions and violations of various building, health, and safety regulations, and/or which are vacant, unsecured, and abandoned or apparently abandoned. Such dwellings, buildings, structures, and premises are dangerous to occupants, threaten the public health, safety, and welfare, attract and harbor vagrants and criminals, offend public values, lower the value of neighboring properties, contribute to neighborhood or community deterioration, and hamper community and economic development. When the owners or other persons in possession or control of such properties are unwilling or unable to correct such conditions in a proper and timely manner, it is in the interest of the community for the City to intervene and correct, repair, or remove such buildings, structures, and conditions and to pursue all legal means to recover from such persons and/or properties the costs of doing so, including the costs of staff salaries and benefits, materials, contractors, and all other legally recoverable costs and expenses.

### **9.60.020 Definitions**

Unless the context provides otherwise, the following words and phrases when used in this Chapter shall have the meaning and construction given in this section:

- A. "Abate" shall mean to put an end to, or otherwise diminish the intensity of, any condition causing a structure to be dangerous or unfit.
- B. "Abandoned" or "Apparently Abandoned" shall mean any structure or premises that is so neglected, or other characteristics exist, such that it appears to be vacant and not cared for by any owner, occupant, or other party.
- C. "Public Officer" shall mean and include the Building Official or designees.
- D. "Person" shall mean and include any individual, business, corporation, organization, or entity.
- E. "Owner" shall mean the owner or taxpayer shown in the records of the Pierce County Assessor-Treasurer, recorded with the Pierce County Auditor, or as otherwise known to the City of University Place, and shall include any manager or other representative of the owner, or other person with responsibility for or control over the structure or premises.

F. "Structure" shall mean or include that which is built or constructed or a portion thereof.

#### **9.60.030 Authority of Public Officer**

The Public Officer is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Chapter. These powers shall include the following in addition to others granted in this Chapter: (a)(i) To determine which dwellings are unfit for human habitation; (ii) to determine which buildings, structures, or premises are unfit for other use; (b) to administer oaths and affirmations, examine witnesses, and receive evidence; and (c) to investigate the dwelling and other property conditions and to enter upon premises for the purpose of making examinations when the Public Officer has reasonable ground for believing they are unfit for human habitation, or for other use, PROVIDED, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession, and to obtain an order for this purpose after submitting evidence in support of an application which is adequate to justify such an order from a court of competent jurisdiction in the event entry is denied or resisted; PROVIDED FURTHER that the Public Officer may recognize and give appropriate effect to special and extenuating circumstances which, in order to do substantial justice, warrant the exercise of discretion to adjust the timeframes, standards and other provisions of this chapter. Examples of circumstances which may warrant such exercise of discretion include, without limitation, medical illness or disability affecting a property owner's ability to respond to orders or appear at hearings and bona fide insurance coverage disputes which create a definite risk that enforcement of this chapter would unfairly result in a substantial economic loss to the property owner.

#### **9.60.040 Criteria for Unfit or Dangerous Structures**

The Public Officer may determine that a structure is dangerous or unfit for human habitation or other use if he finds that conditions exist in such structure which are dangerous or injurious to the health, safety, or welfare of the occupants of such structure, the occupants of neighboring structures, or other residents of the City. Such conditions may include the following, without limitations:

1. Any door, aisle, passageway, stairway, or other means of exit is too narrow or small, or other factors or conditions exist, so as to be unsafe or to hinder safe exit in case of panic, fire, or other emergency.
2. The walking surface of any aisle, passageway, stairway, or other means of exit is so warped, worn, loose, torn, or other factors or conditions exist, so as to be unsafe or to not provide safe and adequate means of exit in case of panic, fire, or other emergency.
3. The stress in any materials, member, or portion thereof, due to dead and live loads, is more than one and one-half times the working stress or stresses allowed in the Building Code, chapter 15A.8 UPMC for new buildings of similar structure, purpose, or location.
4. Any portion has been damaged by fire, earthquake, wind, flood, deterioration, neglect, or any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such damage or deterioration and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose, or location.
5. Any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons, damage property, or render other portions of the structure or premises unsafe or unfit to occupy.
6. Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached, or fastened in place as to be capable of resisting a wind pressure of one-half of that specified in the Building Code for new buildings of similar structure, purpose, or location without exceeding the working stresses permitted in the Building Code for such buildings.
7. Any portion thereof is wracked, warped, buckled, settled, or other conditions exist, such that walls or other structural portions have materially less resistance to wind, earthquakes, snow, or other loads, than is required in the case of similar new construction.
8. The building or structure, or any portion thereof, because of (i) dilapidation, deterioration, or decay; (ii) faulty construction; (iii) the removal, movement, or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay, or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
9. For any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used or is designed and intended to be used.
10. The exterior walls or other vertical structural members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity does not fall within the middle one-third of the base.

11. The building or structure, exclusive of the foundation, shows 33% or more damage or deterioration of its supporting member or members, or 50% damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.

12. Any structure or premises that is damaged by fire, wind, earthquake, flood, or any other cause, has become dilapidated, deteriorated, or neglected, or is abandoned or apparently abandoned and not thoroughly and adequately secured against unauthorized entry, so as to (i) be an attractive nuisance to children; (ii) attract and/or provide harborage for vagrants, criminals, or immoral persons; or (iii) enable persons to resort thereto and commit unlawful, immoral, or dangerous acts.

13. Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code, chapter 14.05 UPMC or of any other law of this State or ordinance of the City relating to the condition, location, or structure of buildings.

14. Any building or structure, which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member, or portion less than 50% or in any supporting part, member, or portion less than 66% of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law for newly-constructed buildings of like area, height, and occupancy in the same location.

15. Any structure or premises which, because of: neglect, dilapidation, decay, damage, or faulty construction; inadequate light, air, or sanitation facilities; infestation of rodents, roaches, wood-destroying organisms, or other vectors of disease; filth or accumulation of garbage; or for any other reason, is unsanitary, unfit for human habitation or occupancy, or in such a condition that is likely to cause sickness or disease.

16. A structure or premises, because of obsolescence, deterioration, damage, lack of sufficient or proper fire-resistive construction or fire-protection systems, faulty electric wiring or components, gas connections, or mechanical systems, or other cause, is determined by the City or local fire protection district to be a fire hazard.

17. Equipment or systems which are unsafe due to damage, deterioration, faulty or inadequate maintenance or construction, or any other reason.

18. Any portion of a structure remaining on a site after the demolition or destruction of the structure or any structure abandoned so as to constitute such structure or portion thereof an attractive nuisance or hazard to the public.

19. Any building or structure in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

20. Any other condition the Building Official or other official or expert can articulate that renders the structure unsafe or unfit for habitation or occupancy.

#### **9.60.050 Inspection and Complaint**

If, after a preliminary investigation of any dwelling, building, structure, or premises, the Public Officer finds that it is dangerous or unfit for human habitation or other use, he shall cause to be served either personally or by certified mail, with return receipt requested, upon all persons having any interest therein, as shown upon the records of the Pierce County Auditor, and shall post in a conspicuous place on such property, a complaint stating in what respects such dwelling, building, structure, or premises is unfit for human habitation or other use. If the whereabouts of any of such persons is unknown and the same cannot be ascertained by the Public Officer in the exercise of reasonable diligence, and the Public Officer makes an affidavit to that effect, then the serving of such complaint or order upon such persons may be made either by personal service or by mailing a copy of the complaint and order by certified mail, postage prepaid, return receipt requested, to each such person at the address of the building involved in the proceedings, and mailing a copy of the complaint and order by first class mail to any address of each such person in the records of the Pierce County Treasurer-Assessor or Auditor. Such complaint shall contain a notice that a hearing will be held before the Public Officer, at a place therein fixed, not less than ten days nor more than thirty days after the serving of the complaint; and that all parties in interest shall be given the right to file an answer to the complaint, to appear in person, or otherwise, and to give testimony at the time and place in the complaint. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Public Officer. A copy of such complaint shall also be filed with the Pierce County Auditor and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

#### **9.60.060 Findings and Order**

A. If, after the required hearing, the Public Officer determines that the dwelling is dangerous or unfit for human habitation, or building or structure or premises is unfit for other appropriate use, he/she shall state in writing his/her findings of fact in support of such determination, and shall issue and cause to be served upon the owners and parties in

interest thereof, as provided in UPMC 9.60.050, and shall post in a conspicuous place on the property, an order that (i) requires the owners and parties in interest, within the time specified in the order, to repair, alter, or improve such dwelling, building, structure, or premises to render it fit for human habitation, or for other appropriate use, or to vacate and close the dwelling, building, structure, or premises, if such course of action is deemed proper on the basis of the standards set forth in UPMC 9.60.040; or (ii) requires the owners and parties in interest, within the time specified in the order, to remove or demolish such dwelling, building, structure, or premises, if this course of action is deemed proper on the basis of those standards. If no appeal is filed, a copy of such order shall be filed with the Pierce County Auditor.

B. In ordering the required course of action to be taken by the owner to abate the unfit or dangerous structure, the Public Officer may order the structure or a portion thereof demolished and not repaired under the following circumstances:

- i. The structure is patently illegal with regard to building, zoning, or other regulations;
- ii. The estimated cost to repair the structure or portion thereof is more than 50% of the value of the structure or portion thereof; or,
- iii. The estimated cost to repair the structure or portion thereof is less than 50% of the value and repairing and/or securing the structure from entry would, nevertheless, cause or allow the structure to remain a hazard or public nuisance.

The value of the structure shall be as determined by the Pierce County Assessor-Treasurer. In estimating the cost of repairing the structure, the Public Officer may rely upon such cost estimating publication or method the Public Official deems appropriate.

#### **9.60.070 Appeals**

A. Within thirty days from the date of service upon the owner and posting of the decision issued under UPMC 9.60.060, the owner or any party in interest may file an appeal with the City Clerk for a hearing before the Hearing Examiner. All matters under this Chapter shall be resolved by the Hearing Examiner within sixty days from the date of filing therewith and a transcript of the findings of fact of the Examiner shall be made available to the owner or other party in interest upon demand. The findings and orders of the Hearing Examiner shall be reported in the same manner and shall bear the same legal consequences as if issued by the Public Officer.

B. Absent an injunction issued by a court of competent jurisdiction, in accordance with RCW 35.80.030(2) as now or hereinafter amended, within thirty days after posting and service of the Hearing Examiner's Order, the decision of the Hearing Examiner shall be final.

#### **9.60.080 Enforcement of Order**

If the owners or parties in interest, following exhaustion of his or her rights to appeal, fails to comply with the final order to repair, alter, improve, vacate, close, remove, or demolish the dwelling, building, structure, or premises, the Public Officer may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated and closed, removed, or demolished. In the enforcement of this section, the Public Officer is authorized to enter the structure and/or premises for inspection, testing, sampling, or other purposes preparatory to and in the conduct of the repairs, demolition, or other actions, to hire contractors as necessary to perform the work, and to spend public funds to complete the work.

#### **9.60.090 Sale or Disposal of Materials and Contents**

Prior to removing or demolishing the dwelling, building, structure, or premises, the Public Officer shall, if reasonably possible, attempt to sell the materials and/or contents of the dwelling, building, structure, or premises, and shall credit the proceeds of such sale against the cost of the removal or demolition and, if there be any balance remaining, it shall be paid to the parties entitled thereto, as determined by the Public Officer, after deducting the costs incident thereto.

#### **9.60.100 Recovery of Expenses**

A. The amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the Public Officer; or litigation associated with an order issued under this chapter, shall be assessed

against the real property upon which such cost was incurred unless such amount is previously paid. Pursuant to RCW 35.80.030(1)(h), the amount of such costs shall constitute a lien against the property of equal rank with state, county, and municipal taxes.

B. For purposes of this section, the cost of vacating and closing shall include (i) the amount of relocation assistance payments that a property owner has not repaid to the City of University Place or other local government entity that has advanced relocation assistance payments to tenants under RCW 59.18.085; (ii) all penalties and interest that accrue as a result of the failure of the property owner to timely repay the amount of these relocation assistance payments under RCW 59.18.085; and (iii) all other reasonable expenses, including but not limited to, the costs of staff time, reasonable attorney fees, materials, incidentals, mailing, publishing, and recording notices. Upon certification to him, by the Public Officer, of the assessment amount being due and owing, the County Assessor/Treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for in RCW 84.56.020 for delinquent taxes, and when collected to be deposited to the credit of the general fund of the City.

#### **9.60.110 Demolition of Dangerous Building**

In enforcement of this section, the Public Officer may have the structure demolished, even if the order does not require demolition, if the estimated cost to repair the structure or portion thereof is less than 50% of the value and the structure is abandoned or the owner is unresponsive, and repairing and/or securing the structure from entry would, nevertheless, cause or allow the structure to remain a hazard or public nuisance, continue a non-conforming use, or otherwise be an unreasonable use of public funds.

#### **9.60.120 Permits, Regulations and Workmanship**

All repairs, improvements, maintenance, or other work, performed in relation to any enforcement under this code shall be performed and completed in a workmanlike manner and in compliance with all permitting and other requirements of all applicable codes and regulations. The owner shall be responsible for identifying and complying with all applicable codes and regulations.

#### **9.60.130 Remedies Not Exclusive**

A. This chapter does not abrogate or impair the powers of the courts or of any department of the City to enforce any provisions of its charter or its ordinances or regulations, nor to prevent or punish violations thereof; and the powers conferred by this section shall be in addition and supplemental to the powers conferred by any other law.

B. This section does not impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise.

#### **9.60.140 Public Nuisance**

Any structure or premises subject to complaint or order under this chapter is also a public nuisance.

## LEGISLATIVE PROPOSAL

<p><b>PROPOSAL:</b>          Ban vaping in UP's public parks/spaces.          Ban drones in UP's public parks/spaces.          Ban cigarettes in UP's public parks/spaces.          A review of the Parks Code would be warranted to note other updates.</p>
<p><b>REASON FOR THE PROPOSAL:</b> <i>(Why is this request necessary?)</i>          Vaping, cigarettes, and drones compromise the enjoyment and ambiance of a park experience and public open spaces. They also negatively impact the safety and health of community members that come to enjoy our parks and open spaces. Parks code needs to be reviewed and updated.</p>
<p><b>BACKGROUND INFORMATION:</b> <i>(Provide background information to assist in understanding the legislative history or rationale for the legislation, including information on existing Code/Policy.)</i>          Vaping produces a large vapor plume that can blow in the direction of a bystander. These are high addictive devices and can blow up in the user's face. If you are around anyone using an e-cigarette, you are breathing an aerosol of exhaled nicotine, ultra-fine particles, volatile organic compounds and other toxins (Dr. Stanton Glantz, Director for the Center of Tobacco Control Research and Education at University of San Francisco of California).          Cigarettes are toxic and a known carcinogenic product that impacts users and by-standers. These products should be banned from use in public parks and open spaces.          Drones are invasive, noisy and can present an imminent threat to fall out of the sky onto a passerby. These devices buzz around in your personal space and you have no control/awareness that the drone's camera is snapping a picture of you without your permission.</p>
<p><b>FISCAL IMPACT:</b>          After passing an ordinance(s): Staff time</p>
<p><b>DESIRED OUTCOME:</b>          Pass an ordinance to ban drones, cigarettes and vaping in public parks/spaces. Review of the City's Parks ordinances for any other updates.</p>
<p><b>RESOURCES REQUIRED:</b> PAC would need to review code for these and additional updates.</p>

Submitted by:

Denise McCluskey (Signature on file.)  
 (Signature)

09/03/19  
 (Date)

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

Chris Nye (Signature on file.)  
 (Signature)

09/03/19  
 (Date)