

City Council Chambers
3609 Market Place West
Third Floor

- 6:30 pm 1. **CALL REGULAR MEETING TO ORDER**
2. **ROLL CALL**
- 6:35 pm 3. **PLEDGE OF ALLEGIANCE – Councilmember Keel**
- 6:40 pm 4. **APPROVAL OF AGENDA**
- 6:45 pm 5. **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.)
- 6:50 pm 6A. – **CONSENT AGENDA**
6C. **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 January 6, 2020 Council meeting as submitted.

B. Adopt a Resolution indicating the intent of the City of University Place to adopt legislation to authorize sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019), and other matters related thereto.

C. Authorize the City Manager to approve Amendment #2 to Contract CC-92492, Community Information/Network Services for Access to Pierce County Systems; and approve payment for services up to \$43,750.00 for the period covering January 1, 2020 through December 31, 2020.
- 6:55 pm 7. **CITY MANAGER & COUNCIL COMMENTS/REPORTS** - (Report items/topics of interest from outside designated agencies represented by Council members, e.g., AWC, PRSC, Pierce Transit, RCC, etc., and follow-ups on items of interest to Council and the community.)
- STUDY SESSION** – (At this time, Council will have the opportunity to study and discuss business issues with staff prior to its consideration. Citizen comment is not taken at this time; however, citizens will have the opportunity to comment on the following item(s) at future Council meetings.)
- 7:00 pm 8. **EMERGENCY VEHICLE ACCESS REGULATIONS (TITLE 13 UPMC)**
(Second study for a passage of an Ordinance.)
- 7:30 pm 9. **FIRE CODE AMENDMENTS (TITLE 14 UPMC)**
(Second study for a passage of an Ordinance.)
- 8:00 pm 10. **PARKS, RECREATION AND OPEN SPACE (PROS) PLAN**
- 8:30 pm 11. **UNIVERSITY PLACE REFUSE RECYCLING SURCHARGE INCREASE**
- 9:00 pm 12. **ADJOURNMENT**

*PRELIMINARY CITY COUNCIL AGENDA

January 25, 2020
Special Council Meeting

February 3, 2020
Regular Council Meeting

February 18, 2020
Regular Council Meeting

March 2, 2020
Regular Council Meeting

Preliminary City Council Agenda subject to change without notice*
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APPROVAL OF CONSENT AGENDA

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, January 6, 2020
City Council Chambers, Market Place West**

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL

Roll call was taken by the City Clerk as follows:

Councilmember Figueroa	Present
Councilmember Pro Tem Lee	Present
Councilmember McCluskey	Present
Councilmember Flemming	Present
Councilmember Worthington	Present
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, Police Chief Premo, Public Relations/I.T. Manager Seesz, Executive Director/ACM Craig, Paralegal Grover and City Clerk Genetia.

3. PLEDGE OF ALLEGIANCE

Councilmember Figueroa led Council in the Pledge of Allegiance.

4. OATHS OF OFFICE

The Honorable Judge Adams administered the Oaths of Office to re-elected Councilmembers Belleci and Keel; and the Honorable Judge Johnson administered the Oath of Office to newly elected Councilmember Flemming.

5. STATE OF THE CITY ADDRESS

Mayor Keel expressed his gratitude for the privilege of working with his colleagues, remarking on numerous endeavors they have accomplished and thanking them for allowing him the opportunity to serve as Mayor. He presented the State of the City address video.

6. ELECTION OF MAYOR

Mayor Pro Tem Belleci was elected Mayor for a term of two years.

7. ELECTION OF MAYOR PRO TEM

Councilmember Worthington was elected as Mayor Pro Tem for a term of two years.

8. ELECTION OF FINANCE CHAIR

Councilmember Pro Tem Lee was elected as Finance Chair for a term of two years.

9. MAYOR'S REMARKS – NEWLY ELECTED

Newly elected Mayor Belleci expressed her gratitude for Council's support and vote of confidence in her selection to the office of Mayor and stated that she looks forward to the next two years on being the leader of Council but a team member in pursuing what is best for the City and citizens. She counts upon her colleagues, as well as the citizens, to hold her accountable to ensure that the needs of staff and citizens are met. She acknowledged outgoing Mayor Keel for his mentorship, helping her transition into her new position. Mayor Belleci presented Councilmember Keel with a plaque in recognition of his service and leadership during his tenure as Mayor.

Lastly, Mayor Belleci informed the citizens of University Place that she, beginning in February, will make herself available twice a month (second Saturday from 12:00 to 2:00 p.m.; and second Tuesday from 6:00 to 8:00 p.m.) in the Gallery to allow citizens to come forward with their concerns. She also encouraged her colleagues to participate.

BREAK

The City Council took a break at 6:55 p.m. The Regular meeting resumed at 7:32 p.m.

10. APPROVAL OF AGENDA

MOTION: By Councilmember McCluskey, seconded by Councilmember Figueroa, to approve the agenda.

The motion carried.

11. PUBLIC COMMENTS – The following individual provided comment: Bruce Holmberg, 3800 Bridgeport Way West #373.

12. CONSENT AGENDA

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

- A.** Approve the minutes of the December 2, 2019 Council meeting as submitted.
- B.** Receive and File: Payrolls for period ending 11/30/19, 12/15/19, and 12/31/19; and Claims dated 11/27/19, 12/15/19 and 12/31/19.
- C.** Receive and File: Martin Luther King, Jr. Proclamation.
- D.** Authorize the City Manager to execute a Professional Services Agreement with Gray & Osborne for technical consultant and design services for the Chambers Creek Canyon Trail Bridge/Boardwalk in an amount not to exceed Three Thousand Seventy-Nine Thousand Five Hundred Dollars (\$379,500.00).
- E.** Adopt a resolution directing the Park Advisory Commission to review potential amendments to Chapter 15.05 UPMC relative to Park Rules. **(RESOLUTION NO. 907)**
- F.** Pass an ordinance 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. **(ORDINANCE NO. 723)**
- G.** Authorize the City Manager to approve payment of \$51,115.69 for the Eden Systems/Tyler Technologies invoice for financial systems software maintenance and support covering January 1, 2020 through December 31, 2020.

The motion carried.

13. CITY MANAGER & COUNCIL COMMENTS/REPORTS

City Manager Sugg informed Council and the public that the Windmill Village demolition will commence next week and is expected to be completed at the end of the month. The lot upon which the Windmill Village is located is part of the development agreement with Verus Partners. He also advised the public that on August 22, 2020, the City will celebrate its 25th year of cityhood and indicated that planning is underway. As next step to this effort, the City sent out 300+ sponsorship invitations to City businesses to

give them an opportunity to step up and be a sponsor for this celebratory event. Lastly, he reminded Council that AWC is holding its City Action Day on January 28-29 and those interested in attending may contact his executive assistant for assistance with registration.

Councilmember McCluskey thanked Councilmember Keel for his leadership and service to the community and for bringing regional focus in University Place in his new role in Sound Transit and the 4-Corners project. She also congratulated Mayor Belleci and Mayor Pro Tem Worthington, the newly elected Council officers.

Councilmember Keel provided an update on the 4-Corners project as well as his chairmanship role in Sound Transit.

Councilmember Flemming thanked former Mayor Keel for his leadership in the City and congratulated Mayor Belleci and Mayor Pro Tem Worthington in their new roles. He also acknowledged and thanked the citizens of University Place for their vote of confidence in electing him to office, as well as the Honorable Judge Johnson, friends, family, Council and City staff.

Mayor Pro Tem Worthington welcomed Councilmember Flemming and thanked former Mayor/Councilmember Keel for his Council leadership in the last two years. He also thanked his fellow Councilmembers for their support in his selection to the office of Mayor Pro Tem and stated that he is humbled to have this role.

Councilmember Figueroa welcomed and congratulated Councilmember Flemming. He also thanked former Mayor Keel and others who have served as Mayor for their service, defining the moments and contributions each have made to take Council to where it is now. Lastly, he thanked Councilmember Pro Tem Lee for his new role as Finance Chair.

Councilmember Pro Tem Lee thanked his fellow Councilmembers for their support and for giving him the opportunity to be chair of the Finance Committee.

Mayor Belleci welcomed Councilmember Flemming and congratulated him on his election. She also congratulated Councilmember Pro Tem Lee and Mayor Pro Tem Worthington in their new roles as Finance Chair and Mayor Pro Tem.

STUDY SESSION

14. AFFORDABLE HOUSING LOCAL REVENUE SHARING

City Attorney Kaser provided information on recent legislation passed by the State legislature that allows local governments to divert a portion of the State's share of the sales tax collected on local communities for affordable housing purposes. He indicated that if this something Council is interested in pursuing, certain deadlines must be met – first is January 28, 2020 to adopt a resolution of intent; and the second is July 28, 2020 to pass an ordinance to qualify for a credit. He noted that affordable housing need is something Council has identified in its goals and priorities. He further explained that funding must be spent on projects that serve persons whose income is at or below sixty percent of the median income. The tax credit is in place for up to 20 years and can be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance.

Discussion followed regarding the flexibility of the limited funds to use towards affordable housing or rental assistance; the viability of pooling funds for a use that would make significant impact; the cost of administration of funding; external partnership, i.e., who can administer/implement funding on behalf of the City; assurances that funds are directly spent on the citizens of University Place should the City decide to partner with other agencies; out clause/termination from the program; and administration/implementation of funding.

Council directed staff to move forward with the resolution of intent for Council consideration.

15. EMERGENCY VEHICLE ACCESS REGULATIONS (TITLE 13 UPMC)

Planning and Development Services Director Swindale presented the proposed amendment to UPMC Title 13.20.330 relating to emergency vehicle access requirements for accessory dwelling units. The proposal would provide exemption for accessory dwelling units (ADUs) emergency vehicle access (150 feet) requirement, provided they are fully protected with an NFPA 13D residential sprinkler system.

In accordance with UPMC Title 13.20.300, emergency vehicle access must be provided to within 150 feet of any portion of a building with a few exceptions for residential accessory building. Modifications to this requirement are allowed subject to UPMC Title 13.05.420 which requires application, fee and justification.

Discussion followed regarding ADUs maximum square footage; the maintenance of the sprinkler systems on ADUs exception; the proliferation of ADUs; setbacks and ADUs on areas not served by sewer; the possible reflection on multiple residences on subdivided properties with multiple ADUs to increase density.

A second study session to further discuss the matter will be scheduled at a future date.

16. FIRE CODE AMENDMENTS (TITLE 14 UPMC)

Planning and Development Services Director Swindale presented a proposal that would exempt residential R-3 occupancies (single and two-family dwelling units) from the requirement in the appendices B and C of the International Fire Code (IFC) that a fire hydrant be located no more than 250 feet on a through-street and 200 feet on a dead-end street from any point on the street frontage of a property. This exemption would be allowed only if the residence is fully protected with an approved NFPA 13D automatic fire sprinkler system and a fire hydrant is located no further away than 500 feet. The amendment will relieve the Fire Code Office of the need to grant modifications. In addition, it is proposed to designate the Fire Code Official with the authority to require fire watches as opposed to the Fire Chief, as is currently required in UPMC Title 14.05.110(AA).

Discussion followed regarding qualifying exemption on existing residential units; fire watch requirement and authority; effectiveness of fire sprinkler systems; and location of the fire hydrant to protect the dwelling.

A second study session to further discuss the matter will be scheduled at a future date.

At 9:01 p.m., a motion was made and was carried to extend the Regular meeting for 15 minutes.

17. ADJOURNMENT

The meeting adjourned at 9:08 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

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

Proposed Council Action:

Adopt a Resolution indicating the intent of the City of University Place to adopt legislation to authorize sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019), and other matters related thereto.

Agenda No: 6B
Dept. Origin: City Attorney
For Agenda of: January 21, 2020
Exhibits: Resolution

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

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

In 2019, the Governor signed Substitute House Bill 1406 (Chapter 38, Laws of 2019), which allows the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing. This is a credit against the state sales taxes collected within the City and it will represent an additional source of funding to address housing needs in the City.

The City has a need and a desire to improve access to affordable housing and has determined that imposing the sales and use tax to address this need will benefit its citizens. In order to implement this opportunity, the City must, no later than January 28, 2020, adopt a resolution stating its intent to do so. The Council has until July 28, 2020 to pass the implementing ordinance.

MOTION

MOVE TO: Adopt a Resolution indicating the intent of the City of University Place to adopt legislation to authorize sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019), and other matters related thereto.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE
DECLARING THE INTENT OF THE CITY TO ADOPT LEGISLATION TO AUTHORIZE A
SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN
ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF
2019), AND OTHER MATTERS RELATED THERETO**

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406"); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing; and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the City median income; and

WHEREAS, the City has a need to improve access to affordable housing and has determined that imposing the sales and use tax to address this need will benefit its citizens; and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein;

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

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

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

ADOPTED BY THE CITY COUNCIL ON JANUARY 21, 2020.

Mayor Caroline Belleci

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 approve Amendment #2 to Contract CC-92492, Community Information/Network Services for Access to Pierce County Systems; and approve payments for services up to \$43,750.00 for the period covering January 1, 2020 through December 31, 2020.

Agenda No:

Dept. Origin: Communications/Information Technology

For Agenda of: January 21, 2020

Exhibits: 2020 Proposed Amendment #2 to Contract CC-92492
2016 Amendment #1 to Contract CC-97848
2015 Contract CC-97848
2016 Amendment #1 to Contract CC-92492
2014 Contract CC-92492
2020 Rate Charges

Concurred by Mayor: _____

Approved by City Manager: _____

Approved as to form by City Atty.: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expected Expenditure Required: \$37,882.00	Amount Budgeted: \$43,750.00	Appropriation Required: \$0.00
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SUMMARY / POLICY ISSUES

Since 2000 the City has contracted for Geographical Imaging Services (GIS) and orthophotography services with Pierce County through two separate contracts. This year Pierce County is seeking an amendment to incorporate the orthophotography services, Contract CC-97848, into the existing GIS contract, Contract CC-92492, for Community Information/Network Services for Access to County Systems. Staff are satisfied that this amendment will meet the needs of the City.

The addition of \$7,500.00 for orthophotography to Contract CC-92492, in addition to increases in the 2020 Rate Charges for GIS, will lead to expenditures which are expected to total nearly \$38,000.00, requiring approval by the City Council. This amount falls well within the 2020 budgeted amount of \$43,750.00. This agreement is necessary to ensure ongoing business processes of the City.

RECOMMENDATION / MOTION

MOVE TO: Authorize the City Manager to approve Amendment #2 to Contract CC-92492, Community Information/Network Services for Access to Pierce County Systems; and approve payments for services up to \$43,750.00 for the period covering January 1, 2020 through December 31, 2020.

AMENDMENT #2 to Contract CC-92492
dated July 1, 2014
for Community Information/Network Services for Access to County Systems

THIS Second Amendment Agreement is made and entered into by Pierce County and City of University Place, Requestor.

WHEREAS, the parties have previously entered into an agreement dated July 1, 2014, for Community Information/Network Services for Access to County Systems, and;

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

The Contract CC-92492 shall be amended to include Orthophotography services.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this _____ day of _____, 2019

REQUESTOR:

City of University Place
Full Firm Name

(Signature)

Title of Signatory Authorized by Firm Bylaws

Mailing Address: City of University Place, Finance Division
3715 Bridgeport Way W, Suite B1
University Place, WA 98466-4456

Contact Name: _____

Contact Phone: _____

Contact Email: _____

PIERCE COUNTY:

Approved as to legal form only:

DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

Assistant Director of Information Technology Date

Approved:

FINANCE DEPARTMENT DIRECTOR Date

N/A

COUNTY EXECUTIVE Date
(*\$250,000 or more*)

DIGITAL ORTHOPHOTOGRAPHY PARTNERSHIP AGREEMENT

between
Pierce County
And
City of University Place

City of University Place, hereinafter called **Partner**, and Pierce County, hereinafter called **COUNTY**, agree to the terms of this Digital Orthophotography Partnership Agreement.

WHEREAS the **County** conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for use in the Digital Orthophotography Program;

WHEREAS the **Partner** needs digital orthophotography for viewing, mapping and analysis and wishes to opt in to the **County's** Digital Orthophotography Program;

NOW, THEREFORE, the **Partner** and **County** agree to the following responsibilities and terms of the Digital Orthophotography Partnership agreement effective this 1st Day of January, 2020.

It is agreed by the parties:

Product

1. **County** will establish the orthophotography specifications and requirements for 1"=100" mapping.
 - 1.1. Imagery is a 1"=800' color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.
 - 1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit **Partners** who have constructed datasets on top of the orthophotos.
2. **County** will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.
3. Orthophotography Partnership program provides to the **Partner**:
 - 3.1. Orthophoto coverage area defined by: **COUNTY**
 - 3.2. Orthophotography for the year(s): **past and future until contract is terminated**
 - 3.3. Other related data sets: **ortho-based contours, lidar contours, full countywide ortho and planimetric access.**
4. Updates to the orthophotography database will be no less than every three years. The frequency of the update is determined by the **County** following consideration of **Partner** concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.
5. Other **County** products, services or data sets are not a part of this agreement.

Product Use

6. **Partner** will have access to the orthophotography for viewing, mapping and analysis available in the on-line **County's** GIS applications.
7. The **County** licenses the orthophotos from the orthophoto vendor. Access by the **Partner** to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:
 - 7.1. The **Partner** shall use the orthophoto data for internal business purposes only.
 - 7.2. The **Partner** may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.
 - 7.3. The **Partner** selecting the maximum user option may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from **County**.
 - 7.4. The **Partner** selecting the maximum user option can request the **County** to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific **Partner** project. Consultants or contractors must adhere to the terms in this agreement and provide an external hard drive for data transfer.
 - 7.5. The **Partner** may not post the orthophotos to any web site.
8. The **Partner** may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the **Partner** returning the orthophotography to the **County** thus ceasing use of the product, b) if using online **County** GIS application services, orthophoto access will be discontinued or c) the **County** may also seek legal redress.
9. If the **Partner** uses **County** GIS on-line application services, the **Partner's** GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the **Partner** does not have on-line access to the **County** GIS, an alternate contract is required.
10. The **Partner** has a perpetual agreement to use the orthophotography as defined in this document until the contract is terminated.
11. **Partner's** rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.
12. **Partner** accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

Product Fees and Term

13. The **Partner** will pay agreement fees for the development and maintenance of the orthophotography.

Yearly agreement fees for the **countywide** dataset:

Annual maintenance fee is: \$1,000 per user per year up to a maximum of \$7,500 per year per agency.

14. The fees may be adjusted annually based on the number of Partners and the cost of the products provided in the program. The **County** will notify **Partners** of changes to the agreement fees.
15. Non-Appropriations (applies to Governmental Agencies only)
 - 15.1. **Partner** intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) **Partner** agrees to include in its budget request appropriations sufficient to cover **Partner's** obligations under this Agreement and 2) **Partner** agrees to use all reasonable and lawful means to secure these appropriations.
 - 15.2. In the event that **Partner** is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, **Partner** may terminate this Agreement by giving **County** at least 30 days written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, **Partner** shall remit all amounts due through the date of termination.
16. The **Partner** may opt out of the **County** Orthophotography Program by giving **County** at least 30 days written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.
17. In the event the **Partner** chooses to opt out of the orthophotography program, the **Partner** will return the orthophotography to the **County** and discontinue use of the data.
18. This contract shall commence on January 1, 2020, and if the Partner still meets all requirements stated herein, this contract shall remain in effect as an open-ended contract, unless terminated by either party upon 30 day written notice prior to December 31st of the then current calendar year. Fees are not refundable.

Limitations

19. The **County** makes no warranty, expressed or implied, concerning the orthophotography's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The **County** makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. **Partner** users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with **County's** orthophotography.

Spatial Accuracy

20. Orthophotography can be plotted or represented at various scales other than the original source of the data. The **Partner** is responsible for adhering to industry standard mapping practices which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets.

No County Liability

21. **County** shall not be liable to the **Partner** (or transferees or vendees of **Partner**) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The **Partner** and any others shall have no remedy at law or equity against the **County** in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.

**AMENDMENT # 1
to Contract CC-97848
dated January 1, 2015
for**

THIS AGREEMENT is made and entered into by Pierce County and City of University Place

WHEREAS, the parties have previously entered into an agreement dated for January 1, 2015

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows: Annual maintenance fee is: \$1,000 per user per year up to a maximum of \$7,500 per year.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this 3rd day of May, 2016

CONTRACTOR:

City of University Place
Full Firm Name

Stan V. Sugg
(Signature)

City Manager
Title of Signatory Authorized by Firm Bylaws

Address: 3715 Bridgeport Way West
University Place, WA 98466

Mailing Address: _____

Contact Name: David Swindale

Phone: 253.460.2519

Email: DSwindale@CityofUP.com

Fax: _____

Federal Tax ID or Social Security Number: _____

PIERCE COUNTY:

Approved as to legal form only:

[Signature]
DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

[Signature] 5/26/16
BUDGET & FINANCE Date

Approved:

[Signature] 5/5/2016
DEPARTMENT DIRECTOR Date

N/A
COUNTY EXECUTIVE Date
(\$250,000 or more)

BR 5/4/16

APPROVED AS TO FORM:

[Signature]
Office of the City Attorney
City of University Place
Date: 5/4/2016

DIGITAL ORTHOPHOTOGRAPHY PARTNERSHIP AGREEMENT

Agreement # 97848 between Pierce County and

City of University Place, hereinafter called **Partner**, and Pierce County, hereinafter called **COUNTY**, agree to the terms of this Digital Orthophotography Partnership Agreement.

WHEREAS the **County** conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for use in the Digital Orthophotography Program;

WHEREAS the **Partner** needs digital orthophotography for viewing, mapping and analysis and wishes to opt in to the **County's** Digital Orthophotography Program;

NOW, THEREFORE, the **Partner** and **County** agree to the following responsibilities and terms of the Digital Orthophotography Partnership agreement effective this 1st Day of January, 2015.

It is agreed by the parties:

Product

1. **County** will establish the orthophotography specifications and requirements for 1"=100" mapping.
 - 1.1. Imagery is a 1"=800' color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.
 - 1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit **Partners** who have constructed datasets on top of the orthophotos.
2. **County** will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.
3. **Partner** will determine what geographic area of the orthophoto database the Partner will opt to use.
4. Orthophotography Partnership program provides to the **Partner**:
 - 4.1. Orthophoto coverage area defined by: **COUNTY**
 - 4.2. Orthophotography for the year(s): **prior to and including 2018**
 - 4.3. Other related data sets: ortho-based contours, lidar contours, and full countywide ortho access.
5. Updates to the orthophotography database will be no less than every four years. The frequency of the update is determined by the **County** following consideration of **Partner** concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.

6. Other **County** products, services or data sets are not a part of this agreement.

Product Use

7. **Partner** will have access to the orthophotography for viewing, mapping and analysis available in the on-line **County's** GIS applications.
8. The **County** licenses the orthophotos from the orthophoto vendor. Access by the **Partner** to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:
 - 8.1. The **Partner** shall use the orthophoto data for internal business purposes only.
 - 8.2. The **Partner** may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.
 - 8.3. The **Partner** selecting the maximum user option may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from **County**.
 - 8.4. The **Partner** selecting the maximum user option can request the **County** to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific **Partner** project. Consultants or contractors must adhere to the terms in this agreement and pay the \$80/hr to copy the dataset onto CD or DVD.
 - 8.5. The **Partner** may not post the orthophotos to any web site.
9. The **Partner** may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the **Partner** returning the orthophotography to the **County** thus ceasing use of the product, b) if using online **County** GIS application services, orthophoto access will be discontinued or c) the **County** may also seek legal redress.
10. If the **Partner** uses **County** GIS on-line application services, the **Partner's** GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the **Partner** does not have on-line access to the **County** GIS, the **Partner** selecting the maximum user option will provide a hard disk to copy the dataset for transfer.
11. The **Partner** has a perpetual agreement to use the orthophotography as defined in this document unless terminated for cause (section 8) or non-payment of agreement fees.
12. **Partner's** rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.
13. **Partner** accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

Product Fees and Term

14. The **Partner** will pay agreement fees for the development and maintenance of the orthophotography.

Yearly agreement fees for the **countywide** dataset:

Annual maintenance fee is: \$1,000 per user per year up to a maximum of \$6,500 per year.

15. After the initial contract term, as agreed to in item# 19, the fees will be adjusted based on the number of Partners and the cost of the products provided in the program. The **County** will notify **Partners** of changes to the agreement fees.
16. Non-Appropriations (applies to Governmental Agencies only)
 - 16.1. **Partner** intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) **Partner** agrees to include in its budget request appropriations sufficient to cover **Partner's** obligations under this Agreement and 2) **Partner** agrees to use all reasonable and lawful means to secure these appropriations.
 - 16.2. In the event that **Partner** is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, **Partner** may terminate this Agreement by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, **Partner** shall remit all amounts due through the date of termination.
17. The **Partner** may opt out of the **County** Orthophotography Program by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.
18. In the event the **Partner** chooses to opt out of the orthophotography program, the **Partner** will return the orthophotography to the **County** and discontinue use of the data.
19. The contract period shall be from January 1, 2015 to December 31, 2018. The Contract shall be renewable for one (1) additional three (3) year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

Limitations

20. The **County** makes no warranty, expressed or implied, concerning the orthophotography's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The **County** makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. **Partner** users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with **County's** orthophotography.

Spatial Accuracy

21. Orthophotography can be plotted or represented at various scales other than the original source of the data. The **Partner** is responsible for adhering to industry standard mapping practices which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets.

No County Liability

22. **County** shall not be liable to the **Partner** (or transferees or vendees of **Partner**) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The **Partner** and any others shall have no remedy at law or equity against the **County** in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13 day of February, 2014⁵

PARTNER:

STEPHAN SUGG
Name

[Signature] 1/20/15
Signature Date

CITY MANAGER
Title of Signatory

Mailing Address:

3715 BILBOURNE WAY
UNIVERSITY PLACE WA 98498

Street Address, (if different):

Contact Name: DAVID SWINDALE

Contact Phone: (253) 460-2519

Contact Email: DSWINDALE@CITYOFUP.COM

PIERCE COUNTY:

[Signature]
Deputy Prosecuting Attorney Date
(Approved as to legal form only)

Recommended:

[Signature] 2/12/15
Budget and Finance Date

Approved:

[Signature] 1/24/2015 ^{BR}
Department Director Date
(less than \$250,000) ₁₋₂₃₋₁₅

or

Pierce County Executive Date
(\$250,000 or more)

AMENDMENT # 1 to Contract CC-92492

dated July 1, 2014

for Community Information/Network Services for Access to County Systems

THIS First Amendment Agreement is made and entered into by the City of University Place, Requestor and Pierce County.

WHEREAS, the parties have previously entered into an agreement dated July 1, 2014 for Community Information/Network Services for Access to County Systems, and;

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties.

IT IS HEREBY AGREED as follows:

The Contract CC-92492 shall be amended to include the 2016 Exhibit A:

- CountyView Suite

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATED this 21st day of October, 2016

REQUESTOR:

City of University Place
 Full Firm Name

 (Signature)

Title of Signatory Authorized by Firm Bylaws

Address: 3715 Bridgeport Way W.
University Place, WA 98466

Contact Name: David Swindale

Contact Phone: 253-460-2519

Contact Email: dswindale@cityof up.com

PIERCE COUNTY:

Approved as to legal form only:

 DEPUTY PROSECUTING ATTORNEY Date

Reviewed: _____ 11/7/16
 BUDGET & FINANCE Date

Approved: _____ 10/26/2016
 DEPARTMENT DIRECTOR Date

N/A
 COUNTY EXECUTIVE Date
 (\$250,000 or more)

OK 10/26/16

Exhibit A - On-Line Services from Pierce County

Requestor:	City of University Place	Contract #:	cc-92492	Calendar Year Rates Shown:	2016
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System Name:	CountyView Suite - Pierce County's Subscription GIS system
Description of System:	The CountyView suite of applications allows users to access production GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
Steward:	Information Technology Department / GIS Division

Services		Charges	
Use of CVWeb and CVPro	CountyView applications have been in production since 1998 at Pierce County. The CountyView suite of software has been customized and optimized for local government business functions and includes data management for over 800 themes of data, owner-notify tools, locate function, and quick map production. CVWeb is a web-based application that contains efficient searching, viewing, reporting and basic mapping functionality. Simple data creation tools are provided. Clients are responsible for ensuring the functionality in CVWeb will meet their business needs. CVPro is based on ESRI's ArcGIS and includes advanced functionality such as spatial analysis, customized mapping, attribute and feature editing, and data conversion tools.	CVWeb = \$1,365/ea/yr CVPro = \$3,995/ea/yr Agencies with nine or more users can choose to pay an annual fee for any combination of the two applications. Annual cost is \$22,725 for up to nine users + \$1,125/per user over nine.	Total based on options and number of users
GIS Hardware	To connect to Pierce County's CVWeb application, the agency will share the use of clustered application servers with other agencies. CVPro users will connect to an internal ArcGIS server that is also shared between the online agencies and will have access to the extensions and customized tools that Pierce County has acquired or designed. Storage on county servers for CVPro will be limited to 20gb. For either application, the servers will be equipped with the necessary software licenses to serve the users' needs. The user's login/password must be protected to keep use at acceptable levels of performance	No extra fee	Included
CVWeb and CVPro Agency Support	Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes: <ul style="list-style-type: none"> ➤ on-call phone support, technical advice, and troubleshooting related to the CV application during regular County business hours ➤ training on advanced functionality within the CV application ➤ regular onsite user meetings if requested ➤ adding agency data to data menus Note: Free training and materials are provided for each licensed user on CVWeb (4 hr class-not deducted from support hours). Users must be familiar with the Windows environment. For CVPro access, "Introduction to ArcGIS I" certification is required. Pierce County can provide training at a cost of \$250 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.	CVWeb = 12 hrs/user/yr CVPro = 20 hrs/user/yr (up to a maximum of 180 hrs/yr/agency for all applications) ¹	Included
CountyView Maintenance	The ongoing maintenance of the CountyView applications require certifying the software on new platform releases, maintaining data sets, loading data sets into the CountyView suite, making enhancements to the system, and adding applications and extensions. Enhancements are in response to user requirements and each agency will have input in this process as well.	No extra fee	Included

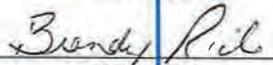
ArcGIS Online Services	<p>Field asset collection requires the use of mobile devices, mobile GIS software, and connectivity to County GIS databases for reading and storage of data. Pierce County offers ArcGIS Online/Collector to meet this need on leased, County-owned iPads with County-mandated security. iPad access requires a full "Community Information/Network Services Agreement" with Pierce County. Each user is required to have a County AD account and pay the applicable monthly WAN access fees listed on the "Pierce County Wide Area Network" Exhibit A. Device fees include a data plan, AppleCare, and device management software. CountyView clients will use support hours listed above.</p> <p>AGO users who do not need a field device (desktop use only) will not be billed for iPad fees.</p> <p>AGO users will be allotted a minimum number of "credits" as part of their account, but any credit usage exceeding the original allotment will be charged back to the agency at the rate of \$0.10/credit (Esri's charge per credit).</p> <p>AGO extensions like Community Analyst and others have various user fees associated with them. The user license fees for any additional extensions that are requested will be charged directly back to the agency on an annual basis.</p> <p>AGO users who do not have access to CVWeb or CVPro and the support hours that are available with those services, will pay all device and license fees as well as the current hourly rate for any necessary support.</p>	<p>\$77/mo for each iPad device \$35/user/mo AGO license fee \$492 setup fee for ea iPad user WAN user fees from "Pierce County Wide Area Network" Exhibit A "Credit" usage</p>	<p>Total based on number of iPads, users and credits consumed.</p>
GPS Training	<p>GPS training is available for mapping quality Trimble or similar equipment. This class includes hands on training and handouts, and can be 4-8 hours long depending on size of class and requirements. Students from different organizations can be grouped to obtain the minimum number of students.</p>	<p>\$150/person with a minimum of 6 students.</p>	<p>\$150/student</p>
The GIS Community Service	<p>The growing GIS community in Pierce County can leverage each other's expertise to optimize the use of GIS. Pierce County GIS will facilitate this sharing of information and data by:</p> <ul style="list-style-type: none"> ➤ conducting technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions. ➤ prepare and share the Spatial Services newsletter which describes the GIS projects in the County and those of regional partners, the status of GIS data development, notes from meetings and training schedules. 	<p>No extra fee</p>	<p>Included</p>
Ortho Partner Option	<p>Includes access to all available digital orthophotos (current and historic), impervious surface planimetrics derived from orthos, lidar-based contours, and other layers derived from orthos under this license. Separate Digital Orthophotography contract is required. Contact Brandy Riche (253) 798-4929 for more information.</p>	<p>\$1,000/user/yr up to a maximum of \$7,500/agency/yr (if one user needs orthos, all users must have access – managed at agency level)</p>	<p>Cost based on number of users up to maximum fee of \$7,500 per year per agency</p>

¹Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2016 rate is \$124/hr).

Agency support and CountyView maintenance rates are subject to yearly adjustment. Access by the Requestor to the above system at the calendar year rates shown is approved by:


Pierce County Information Technology Dept. Director

10/26/2016
Date


Pierce County IT/Spatial Services Manager

10/26/16
Date


Licensee/City of University Place

10-24-16
Date



**Information Technology Department
Community Information/Network Services Agreement for Access to Pierce County Systems**

November 23, 2016

To: David Swindale
City of University Place

From: Heather Haley, Accounting Assistant 3
Information Technology Department

Re: 2017 Rate Changes for Access to Pierce County Systems/Contact #cc-92492

Beginning January 1, 2017, the rates associated with your contract may be changing based on the services your organization has contracted for. Please refer to your contract for specifics.

Exhibit A	Charge	2016 Rate	2017 Rate
All	External Services Hourly Rate	\$124	\$122
Wide Area Network	External User Fee	\$12 per user per month	\$15 per user per month
Workday Financials Services for Outside Districts	User per month (up to 2 users per district paid for by Pierce County Budget & Finance)	\$38 per user per month	\$40 per user per month
Legal Information Network eXchange (LINX)	LINX Full Operational System	\$46 per user per month	\$59 per user per month
	LINX IGN System	\$20 per user per month	\$22 per user per month
CountyView	CountyView Web	\$1,365 per person per year	\$1,450 per person per year
	CountyView Pro	\$3,995 per person per year	\$4,250 per person per year
	CountyView combo (up to 9 users)	\$22,725 per 9 users per year	\$24,000 per 9 users per year
	Extra user	\$1,125 per additional user per year	\$1,200 per additional user per year
	Ortho Partner Option (\$7,500 max per organization)	\$1,000 per person per year	\$1,000 per person per year
	CountyView Pro Training	\$250 per student	\$375 per student
	GPS Training	\$150 per student	\$175 per student

Please feel free to call me at 798-3445 if you have any questions. Thank you.

ORIGINAL

PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT
CONTRACT # 92492
FOR ACCESS TO COUNTY SYSTEMS

City of University Place, hereinafter called Requestor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

- (Agreement), pp. 1 to 4,
- Exhibit A (Scope of Services), pp. A1 to ~~A5~~, A2
- Exhibit B (Security Access Agreement), pp. B1,
- Exhibit C (Disclaimers), pp. C1, and
- Exhibit D (Special Provisions), pp. D1

Copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2014, and shall, unless terminated or renewed with a 30 day notice, continue open ended.

This Agreement will be binding upon the Requestor, officers, agents and employees. The person(s) executing this Agreement on behalf of the Requestor are fully authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18th day of September, 2014.

REQUESTOR:

STEPHEN P. SUGG

Name

Stephen P. Sugg

Signature

CITY MANAGER

Title of Signatory

Address:

3715 Bridgeport Way W.
University Place, WA 98466

Mailing Address:

same

Contact: David Swindale

Phone: 460-2519

Email: dswindale@cityofup.com

PIERCE COUNTY:

[Signature]

Deputy Prosecuting Attorney

Date

(Approved as to form only)

Recommended:

[Signature]

Budget and Finance

Date

Approved:

[Signature] 9/10/2014 CSJ

Department Director

Date

(less than \$250,000)

Or

Pierce County Executive

Date

(\$250,000 or more)

AGREEMENT FOR ONLINE ACCES TO COUNTY INFORMATION SYSTEMS

The terms of this Agreement will remain in full force and effect from the commencement date noted above open ended, unless either party provides the other with a 30 day notice of termination. The parties, in consideration of the terms and conditions described below, agree as follows:

SCOPE OF SERVICE

The County agrees to provide the services described in Exhibit A, referred to as Service, according to the terms of this Agreement. Requestor agrees to provide access to and use of the Service under this Agreement.

FEE FOR SERVICE

Requestor agrees to pay for the Services in accordance with the rates or charges set forth in Exhibit A(s). The County will notify the Requestor 30 days in advance, in writing, of annual service rate changes. The County will bill the Requestor with terms of net cash, payable within thirty (30) days after the invoice date. Requestor shall pay all applicable taxes related to use of the Service by Requestor. Non-payment for Services shall result in the termination of the Services.

CONDITIONS OF USE

1. Requestor represents and agrees County information and systems will not be used for commercial purposes contrary to the requirements of RCW 42.56.070(9) and WAC 390-13-010.
2. Requestor agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.
3. The parties agree that should Requestor use this Service in a manner contrary to the terms of this Agreement, Requestor will be ineligible to receive any similar service in the future and Requestor will be subject to all applicable civil and criminal penalties. Misuse or damage of service components or County data could result in billable charges for actual damages.
4. The Requestor, its officers, and employees will:
 - a. Maintain the confidentiality of County information,
 - b. Comply with Pierce County Data Dissemination Disclaimer (Exhibit C) and refrain from releasing or providing County data to other person(s) or entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes may be made annually and will be provided at the same time as the annual service rates (as stated in Fee for Service).
 - c. Maintain the proprietary nature of County software, data and systems used by the Requestor under the terms of this Agreement.

These conditions shall be met except upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County.

5. Requestor will immediately give to the County notice of any judicial proceeding seeking disclosure of County information by contacting the Pierce County Prosecuting Attorney's Office.
6. Requestor agrees not to transmit, upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:
 - a. Which violates or infringes upon the rights of any other;
 - b. Which, under the circumstances and in County's good faith judgment, is, or is likely to be perceived by an intended recipient or target as defamatory, deceptive, misleading or abusive;
 - c. Which constitutes a threat to, harassment of, or stalking of another;
 - d. Which adversely affects the performance or availability of the Service or County resources;
 - e. Which contains any virus, worm, harmful component or corrupted data;
 - f. Which, without the approval of the County, contains any advertising, promotion or solicitation of goods or services for commercial purposes, or
 - g. Which allows unauthorized access to County data and systems.
7. Subject to the terms of this Agreement, the County grants to Requestor and authorized users a personal, non-exclusive, non-assignable and non-transferable license to use and display the software (referred to as a Service) provided by or on behalf of the County for purposes of accessing the Service on any machine(s) of which Requestor is the primary user or which Requestor is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. Requestor may not sublicense, assign or transfer this license or the Software except as permitted by the County.

LIABILITY

1. The information or services supplied by the County pursuant to this Agreement is provided on an "as is basis" and "with all faults" and Requestor will have no remedy at law or equity against the County in the event information provided to the Requestor is inaccurate, incomplete or otherwise defective in any way.
2. The Requestor agrees to hold the County and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the Requestor's conduct relating to this Agreement, and the County agrees to hold Requestor, its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the County's conduct relating to this Agreement. There are no third party rights created by this Agreement.

SYSTEM OPERATIONS

1. The County retains the right to modify current systems at its discretion. The County will make no system modifications on Requestor's behalf unless specifically detailed in Exhibit A. The Requestor is responsible for ascertaining the impact of the changes on their business.
2. Requestor agrees each and every person given the right to access the County systems will use a unique user name assigned by Pierce County Information Technology staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return them to Pierce County Information Technology Department with written request for security access.
3. Requestor understands priority is assigned to regular County work which may require a reasonable delay in responding to Requestor's requirements from time to time. The County shall not be held liable for service interruptions.
4. Requestor is to provide and maintain all required service components necessary to connect to County services in the manner authorized by the County.
5. Requestor is to ensure all equipment and software used to access the County systems defined in Exhibit A, will be compatible with existing County configurations.
6. Requestor agrees to keep the County informed of any network connectivity between Requestor and other organizations.
7. Requestor understands and agrees that online access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, exclusive of legal holidays observed by the County. Limited online access may be available outside of these hours. The County shall not be held liability if the system/network is off-line and not accessible.

CONTACTS

1. The County will provide a list of contacts to administer the Services provided under this Agreement.
2. Requestor will provide the names of at least two (2) of their employees who will be the primary contacts with County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to the County.
3. Requestor is to contact the County and request deletion of a staff's user name within 24 hours following notice of termination of their employment with the Requestor.

DEFINITIONS

Service: The work products described in Exhibit A, Scope of Services.

Annual Service Rate: The fees and charges for the Service(s) from the County that will be reviewed and adjusted yearly as described in Exhibit A, Scope of Services.

Commercial Purposes: See Exhibit C, Disclaimers To and Warranty By Users of Pierce County and/or GIS Data.

**EXHIBIT A - WAN
SCOPE OF SERVICES**

Exhibit A - Online Services from Pierce County

Requestor: City of University Place	Contract #: 92492	Calendar Year Rates Shown: 2014
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System Name:	Pierce County Wide Area Network	
Description of System:	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.	
Steward:	Information Technology Department	
Services		Charges
All services listed are offered but may not be applicable. This will depend upon the connection Requestor and Pierce County Information Technology determine is best for the application.		N/A
Ongoing Charges:	The External User Fee is a utilization fee charged to all external users with ability to access the Pierce County internal network. This fee pays for resources necessary to provide remote access and maintain the network.	External User Fee of \$12.00 per external user per month. External User Fee rate may change each calendar year.
Direct Services:	Information Technology Department will charge Requestor for all direct services related to Requestor account maintenance, incident support and other requests for assistance related to the contracted services.	Direct services outlined in this contract will be charged at External Direct Services rate of \$123.00 per hour (2014 rate). External Direct Services rate may change each calendar year.
Communications Links	Requestor is responsible for establishing and paying for their connection to Pierce County using a Pierce County approved method.	N/A
Security	<p><u>Remote Access Authorization:</u> Requestor agrees to use standard 2 factor remote authentication method for each unique user accessing Pierce County. If applicable, user keyfobs will be returned to Pierce County within 15 days of termination of their account access.</p> <p><u>Encryption:</u> Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PC's needing the encryption software in order to comply with encryption software requirements.</p>	A fee equivalent to the current cost of purchasing a keyfob will be charged to the contracting agency to replace any lost keyfobs.

Access by the Requestor to the above system is approved by:

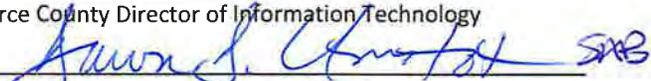
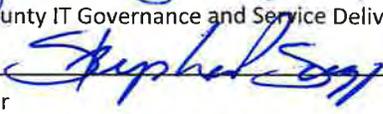
 Pierce County Director of Information Technology	<u>9/10/2014</u> Date
 Pierce County IT Governance and Service Delivery Manager	<u>8/22/14</u> Date
 Requestor	<u>7/23/14</u> Date

EXHIBIT A - CountyView SCOPE OF SERVICES

Exhibit A - On-Line Services from Pierce County

Requestor:	City of University Place	Contract #:	92492	Calendar Year Rates Shown:	2014
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System Name:	CountyView Suite - Pierce County's Subscription GIS system
Description of System:	The CountyView suite of applications allows users to access production GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
Steward:	Information Technology Department / GIS Division

Services	Charges		
Use of CVWeb and CVPro	<p>CountyView applications have been in production since 1998 at Pierce County. The CountyView suite of software has been customized and optimized for local government business functions and includes data management for over 800 themes of data, owner-notify tools, locate function, and quick map production. CVWeb is a web-based application that contains efficient searching, viewing, reporting and basic mapping functionality. Simple data creation tools are provided. Clients are responsible for ensuring the functionality in CVWeb will meet their business needs. CVPro is based on ESRI's ArcGIS and includes advanced functionality such as spatial analysis, customized mapping, attribute and feature editing, and data conversion tools.</p>	<p>CVWeb = \$1,365/ea/yr CVPro = \$3,995/ea/yr</p> <p>Agencies with nine or more users can choose to pay a annual fee for any combination of the two applications. Cost is \$22,725+ 1,125/per user over nine.</p>	Total based on options and number of users
GIS Hardware	To connect to Pierce County's CVWeb application, the agency will share the use of a clustered GIS internet server with other agencies. CVPro users will connect to an internal ArcGIS server that is shared between the online agencies and will have access to the extensions and customized tools that Pierce County has acquired or designed. Storage on county servers for CVPro will be limited to 20gb. For either application, the servers will be equipped with the necessary software licenses to serve the users' needs. The user's login/password must be protected to keep use at acceptable levels of performance.	No extra fee	Included
CVWeb and CVPro Agency Support	<p>Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes:</p> <ul style="list-style-type: none"> - on-call phone support, technical advice, and troubleshooting related to the CV application during regular County business hours - training on advanced functionality within the CV application - monthly onsite user meetings if requested <p>Note: Free training and materials are provided for each licensed user on CVWeb (4 hr class-not deducted from support hours). Users must be familiar with the Windows environment. For CVPro access, "Introduction to ArcGIS I" certification is required. Pierce County can provide training at a cost of \$250 per each CVPro user for materials which is charged separately upon completion of training. Other training options exist and can be discussed.</p>	<p>CVWeb = 12 hrs/ea/yr CVPro = 20 hrs/ea/yr (up to a maximum of 180 hrs/yr/agency for all applications)¹</p>	Included
CountyView Maintenance	The ongoing maintenance of the CountyView applications require certifying the software on new platform releases, maintaining data sets, loading data sets into the CountyView suite, making enhancements to the system, and adding applications and extensions. Enhancements are in response to user requirements and each agency will have input in this process as well.	No extra fee	Included

The GIS Community Service	The growing GIS community in Pierce County can leverage each other's expertise to optimize the use of GIS. Pierce County GIS will facilitate this sharing of information and data by: -conducting Project meetings as necessary to discuss GIS applications and projects. This meeting is intended for managers and staff to learn about benefits and uses of GIS. -conducting Technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions. -prepare the GIS Bulletin which describes the GIS projects in the County, the status of GIS data conversion, notes from the Project meetings and training schedules.	No extra fee	Included
Ortho Partner	Includes access to all available digital orthophotos (current and historic), impervious surface planimetrics derived from orthos, lidar-based contours, and other layers derived from orthos under this license.	\$1,000/user/yr up to a maximum of \$6,500/agency/yr (if one user needs orthos, all users must have access – managed at agency level only)	Cost based on number of users up to maximum fee of \$6,500 per year per agency

¹Hours exceeding this amount will be billed at the Information Technology/GIS personnel hourly rate which changes each calendar year. (2014 rate is \$123/hr).

Agency support and CountyView maintenance rates are subject to yearly adjustment.

Access by the Licensee to the above system at the calendar year rates shown is approved by:



 Pierce County Information Technology Dept. Director

9/10/2014

 Date



 Pierce County GIS & Applications Manager

08/15/14

 Date



 Requestor

7/23/14

 Date

EXHIBIT B

PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT

for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take in relation to the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. "Confidential information" includes (1) information that has been obtained under governmental authority and which is prohibited by law from being disclosed to the public, as well as (2) information which Pierce County or its agencies, officers or agents have a legal duty and/or privilege not to disclose or which is otherwise not available to the public. You shall not disclose confidential information without County authorization. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness. County employees must adhere to County policies.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same

Agency/Employer Name: _____

Employee/Contractor Information:

First Name:																		Middle Initial:	
Last Name:																			
Office Phone:			-			-				Ext:									
Email Address:																			

Date: _____ Employee/Contractor Signature: _____

Date: _____ Pierce County Authorizing Signature: _____

(Please route to ITSystemAdmin, IT-Merit 3rd Floor after authorizing signature obtained)

Information Technology Internal Use Only:

Keyfob #	Login Name Assigned	Systems Accessed

EXHIBIT C**DISCLAIMERS TO and WARRANTY BY USERS OF PIERCE COUNTY AND/OR GIS DATA****1. Limitations and Pierce County Data Dissemination Disclaimer**

Requestor seeks access to the data described in "Exhibit A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency, and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with the County's data. No employee or agent of the County is authorized to waive or modify this paragraph. If a user informs others a product is based upon the County's data, the County specifically requests and directs the user also disclose the limitations contained in this paragraph and paragraph #4.

2. Data Interpretation

The County's data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is solely their responsibility. The County does not provide data interpretation services.

3. Spatial Accuracy

Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, if the zoning data scale is 1" = 2000', the data sets should be used at a scale of 1" = 2000' or smaller.

4. Liability

Each party shall not be liable to the other (or transferees or vendees of either party) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. Each party shall have no remedy at law or equity against the other in case the data provided is inaccurate, incomplete or otherwise defective in any way.

5. Requestor's Warranty Against Commercial Use of Lists

RCW 42.56.070(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilitating one's commercial activities.

6. Project Data

Requestors are encouraged to supply their project data back to the County for use by the County.

7. Data Shift

The county will be shifting GIS data to improve the geographic accuracy. Any data the requestor builds on top of the County data may require adjustment. The Requestor assumes responsibility for aligning and registering data to the County data, if necessary.

EXHIBIT D**SPECIAL PROVISIONS****Network Security**

In an attempt to prevent the loss of information/data and to minimize the costly effects of network/system security attacks on system maintenance and network downtime, the County reserves the right to terminate, immediately and without notice, Requestor connection(s) to County resources if it appears Requestor's continued connection to County systems may be harmful (for example, virus, worm or network security attacks) to either County or Requestor. Connection will not be reinstated until County determines such threat no longer exists. Reasonable care will be taken to re-establish connection to the Requestor within a reasonable time. By accessing the County system, Requestor acknowledges the right and discretion of County to terminate Requestor's connection(s) in the event of a network security threat and agrees County will not be liable to Requestor for interruption of business or in any other fashion in regard to any such termination or failure to terminate. If County staff must provide assistance to Requestor to ensure Requestor's systems are free from harmful threats, charges will be assessed as described in Exhibit A.

"Conditions of Use", page 1 above

"Secondary data dissemination" does not include the Requestor's disclosure of documents printed from the Service. The Requestor agrees to immediately notify the County as provided in section 3, Conditions of Use, of the Agreement when the Requestor receives a request for the County's data. If the Requestor promptly transmits such a request to the County, the County agrees to respond within the deadline in RCW 42.56.520. The Requestor shall not be required to defend the County concerning the County's refusal to disclose any data.

If the Requestor receives a request for a document(s) printed from the Service, the Requestor shall make a decision whether such document(s) is/are exempt from disclosure and process the request accordingly. The County need not be contacted in those instances where a request is made for a document(s) only.

DEC 1 1 2019



**Information Technology Department
Community Information/Network Services Agreement for Access to Pierce County Systems**

December 6, 2019

To: David Swindale
City of University Place

From: Heather Haley, Accounting Assistant 3
Information Technology Department

Re: 2020 Rate Charges for Access to Pierce County Systems/ **cc-97848**

Beginning January 1, 2020, the rates associated with your contract may be changing based on the services your organization has contracted for. Please refer to your contract for specifics.

Exhibit A	Charge	2019 Rate	2020 Rate
All	External Services Hourly Rate	\$117	\$116
Wide Area Network	External User Fee	\$15 per user per month	\$15 per user per month
Workday Financials Services for Outside Districts	User per month (up to 2 users per district paid for by Pierce County Budget & Finance)	\$40 per user per month	\$40 per user per month
Legal Information Network eXchange (LINX)	LINX Full Operational System	\$59 per user per month	\$59 per user per month
	LINX IGN System	\$22 per user per month	\$22 per user per month
CountyView*	CountyView Web/Pro Package	9 users \$24,000 per year	9 users \$24,000 per year
	CountyView Web	\$1,450 per person per year	\$1,450 per person per year
	CountyView Pro	\$4,250 per person per year	\$4,250 per person per year
	Ortho Partner Option (\$7,500 max per organization)	\$1,000 per person per year	\$1,000 per person per year
	ArcGIS Training	\$375 per student	\$375 per student
	GPS Training	\$175 per student	\$175 per student

ArcGIS Online Services	AGO iPad device	\$77 per user per month	\$77 per user per month
	AGO License Fee – Publisher	\$33.33 per user per month	\$33.33 per user per month
	AGO License Fee – Editor	\$25 per user per month	\$25 per user per month
	AGO License Fee – Fieldworker	\$16.66 per user per month	\$16.66 per user per month
	AGO License Fee – Viewer	\$8.33 per user per month	\$8.33 per user per month
	iPad Set up Fee per user (varies with the IT hourly rate up to a maximum total of \$250 per iPad)	\$250 per user Maximum total	\$250 per user Maximum total

**A combination rate for large number of users is available for both the CountyView Web and CountyView Pro services.*

Please feel free to call me at (253)798-3445 if you have any questions. Thank you.

STUDY SESSION

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

Proposed Council Action:

Adopt an ordinance amending Section 13.20.330 of the University Place Municipal Code relating to emergency vehicle access requirements for accessory dwelling units.

Agenda No: 8
Dept. Origin: Planning & Development Services
For Agenda of: January 21, 2020
Exhibits: Proposed Ordinance
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

In accordance with UPMC Title 13.20.300 emergency vehicle access must be provided to within 150' of any portion of a building with a few exceptions for residential accessory buildings. Modifications to this requirement are allowed subject to UPMC 13.05.420 which requires an application, fee and justification.

It is common for the Director of Engineering in consultation with the Fire Code Official to grant modifications to emergency vehicle access when justified by a special circumstance and a single or two-family dwelling unit is fully protected by an approved NFPA 13D automatic fire sprinkler system. Following the City of Tacoma's new rules regarding ADU's University Place has received several requests for ADU's. In at least two cases there were no special circumstances to justify a modification to emergency vehicle access, only a desire by property owners to locate their ADUs in more "convenient" locations. Rather than require a modification the Fire Code Official requests an exception be added to Title 13.20.330 Exceptions as follows:

The provisions of this section do not apply to the following:

- A. All common residential accessory buildings similar to Group U occupancies (private garages, carports, sheds, some agricultural buildings, tanks, towers and fences over six feet tall) as defined by the most current edition of the building code as adopted by the City;
- B. A remodel, or alteration of existing uses or structures if the proposed change is not classified as a "major improvement."
- C. Accessory dwelling units (ADUs) provided they are fully protected with an NFPA 13D residential sprinkler system.

RECOMMENDATION / MOTION

MOVE TO: Adopt an ordinance amending Section 13.20.330 of the University Place Municipal Code relating to emergency vehicle access requirements for accessory dwelling units.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING CHAPTER 13.20.330 OF THE UNIVERSITY PALCE MUNICIPAL CODE; RELATING TO EMERGENCY VEHICLE ACCESS REQUIREMENTS FOR ACCESSORY DWELLING UNITS

WHEREAS, on May 12, 1997, the City Council adopted Ordinance 142 adopting the Public Works Standards, codified at Title 13, and amended the standards on February 1st and June 7th, 1999; and

WHEREAS, on December 13, 2003, the City Council repealed Ordinance 142 and adopted Ordinance No. 395 adopting a new Title 13 responding to amendments to the City's Comprehensive Plan, City's Zoning Code, and to the King County Surface Water Design Manual; and

WHEREAS, Title 13 Public Works Code, Article III Emergency Vehicle Access allows the Director to make modifications to emergency vehicle access requirements when buildings are protected with an approved automatic fire sprinkler system; and

WHEREAS, when a site is constrained due to topography, waterways, nonnegotiable grades, or other similar conditions, the Director, after conferring with the Fire Code Official, may modify the requirements of Article III to provide an equivalent means of fire protection and EV access; and

WHEREAS, Title 13 also provides for exemptions, including exemptions for residential assessor structures; and

WHEREAS, the City's Fire Code Official finds an exception rather than a modification is warranted if an accessory dwelling unit is fully protected with an approved NFPA 13D automatic fire sprinkler; and

WHEREAS, the City Council finds that the public health, safety, and general welfare are best served by adopting and enforcing building and construction codes that require minimum performance standards for construction and construction materials, consistent with accepted standards of engineering, fire and life safety, and to permit the use of modern technical methods, devices and improvements.

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

Section 1. Amend Section 13.20.330 of the University Place Municipal Code. Section 13.20.330 of the University Place Municipal Code entitled "Exceptions" is amended to read as follows:

The provisions of this section do not apply to the following:

- A. All common residential accessory buildings similar to Group U occupancies (private garages, carports, sheds, some agricultural buildings, tanks, towers and fences over six feet tall) as defined by the most current edition of the building code as adopted by the City;
- B. A remodel, or alteration of existing uses or structures if the proposed change is not classified as a "major improvement."
- C. Accessory dwelling units (ADUs) provided they are fully protected with an NFPA 13D residential sprinkler system.

Section 2. Savings Clause. No offense committed, no penalty or forfeiture incurred prior to the effective date of this Ordinance, nor any proceeding undertaken to enforce this Section, nor any permit application that is lawfully entitled to be processed, shall be affected by this Ordinance and the same shall

proceed in all respects as if this Ordinance had not been enacted. Furthermore, any act, claim or action undertaken pursuant to any provision of this Section is not intended to be lost, impaired or affected by this Ordinance.

Section 3. 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 take effect five (5) days after publication.

PASSED BY THE CITY COUNCIL ON _____.

Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

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

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

Proposed Council Action:

Adopt an ordinance amending section 14.05.110 of the University Place Municipal Code relating to local Amendments to the International Fire Code.

Agenda No: 9
Dept. Origin: Planning & Development Services
For Agenda of: January 21, 2020
Exhibits: Proposed Ordinance
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

On August 5, 2016 the City of University Place adopted Ordinance 671 amending Title 14, Building and Construction adopting the State Building Code as required by RCW 19.27 including State amendments to the 2015 International Fire Code (IFC). Ordinance 671 also added City specific amendments to the IFC as allowed by the State Building Code (RCW 19.27.040).

Section 104.8 of the IFC "Modifications" grants the Fire Code Official authority to make modifications of the IFC requirements provided that a special individual reason makes the strict letter of the code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements.

The Fire Code Official requests an amendment to Title 14.05.110 to exempt residential R-3 occupancies (single and two-family dwelling units) from the requirement in Appendices B and C of the IFC that a fire hydrant be located no more than 250 feet on a through-street and 200 feet on a dead-end street from any point on the street frontage of a property. This exemption would be allowed only if the residence is fully protected with an approved NFPA 13D automatic fire sprinkler system and a fire hydrant is located no further away than 500'. Modifications of this nature are commonly requested for one or two lot infill projects in existing four-lot short plats. This amendment will relieve the Fire Code Official of the need to grant modifications.

The second requested amendment designates the Fire Code Official with the authority to require fire watches as opposed to the Fire Chief as currently required in UPMC 14.05.110(AA).

RECOMMENDATION / MOTION

MOVE TO: Adopt an ordinance amending section 14.05.110 of the University Place Municipal Code relating to local Amendments to the International Fire Code.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AMENDING SECTION 14.05.110 OF THE UNIVERSITY PLACE
MUNICIPAL CODE; RELATING TO LOCAL AMENDMENTS TO THE INTERNATIONAL
FIRE CODE**

WHEREAS, the Revised Code of Washington Chapter 19.27 RCW the State Building Code requires the State Building Code be in effect in all counties and all cities in the State; and

WHEREAS, RCW 19.27.040 authorizes cities to amend the State Building Code as it applies within their jurisdiction; and

WHEREAS, the City's Fire Code Official is authorized to grant modifications to the International Fire Code requirements provided that a special individual reason makes the strict letter of the code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements; and

WHEREAS, the International Fire Code Appendix C requires that a fire hydrant be located no more than 250 feet on a through-street and 200 feet on a dead-end street from any point on the street frontage of a property without exception; and

WHEREAS, in the opinion of the City's Fire Code Official, an exception is warranted if a single or two-family residence is fully protected with an approved NFPA 13D automatic fire sprinkler system and a fire hydrant is located no further away than 500 feet; and.

WHEREAS, a technical amendment to the local amendments of the International Fire Code is necessary for internal consistency;

WHEREAS, the City Council finds that the public health, safety, and general welfare are best served by adopting and enforcing building and construction codes that require minimum performance standards for construction and construction materials, consistent with accepted standards of engineering, fire and life safety, and to permit the use of modern technical methods, devices and improvements.

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

Section 1. Amend Section 14.05.110 of the University Place Municipal Code. Section 14.05.110 of the University Place Municipal Code entitled "Fire code amendments," is amended to read as follows:

The following sections in the International Fire Code are hereby amended:

- A. Section 105.2 is amended by addition of a new subsection 105.2.15 to read:
Permit Fees. The City shall collect fees for permits, plan review and inspection services as prescribed in the City of University Place "Fee Schedule."
- B. Section 202 is amended as follows:
Fire Wall. A fire-resistance-rated wall having protected openings, which restricts the spread of fire and extends continuously from the foundation to or through the roof, with sufficient structural stability under fire conditions to allow collapse of construction on either side of the wall without collapse of the wall. A Fire Wall shall not be allowed to create a separate building that avoids the requirement for approved automatic fire sprinkler systems.
- C. A new Section 503.2.1.1 is added as follows:

Number of Accesses. More than one Emergency Vehicle Access may be required for commercial developments when it is determined that an access by a single street may be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access, unless acceptable mitigation is provided.

D. The following new subsections are added to Section 503.3:

503.3.1 Striping. Painted lines of red traffic paint shall mark fire apparatus access six (6) inches in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" shall appear in four (4) inches of white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

503.3.2 Signs. Signs shall read "NO PARKING FIRE LANE" and shall be twelve (12) inches wide and eighteen (18) inches high. The signs shall have letters and background of contrasting colors, readily legible from a fifty (50) foot distance. Signs shall be permanently affixed to a stationary post and bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty (50) feet apart. Signs may be installed on permanent buildings or walls or as approved by the code official.

E. Section 505.1 is amended as follows:

New and existing commercial/multifamily buildings shall have approved address numbers, building numbers or approved building identification placed high on the building to be plainly legible and visible for the street or road fronting the property. These numbers shall contrast with the background. Address numbers shall be Arabic numerical or alphabet letters. Numbers shall be a minimum of twelve (12) inches high. Individual unit/suite or space numbers or letters shall be 4" in size and contrasting with the background and visible for the approach side or angle.

New and existing residential structures shall have approved address numbers placed in a position that is plainly legible and visible for the street or road fronting the property. These numbers shall contrast with the background. Address numbers shall be a minimum of four (4) inches high with a minimum stroke of (.05) inch for buildings that are under fifty (50) from the street, six (6) inches high with a minimum stroke of (.05) inch for buildings that are more than fifty (50) from the street. Where access is by means of a private road or driveway and the structure can't be viewed from a public way, a monument, pole or other sign shall be used to identify the structure.

F. A new Section 507.5.4.1 is added reading:

Fire protection equipment and fire hydrants. Fire protection equipment and fire hydrants shall be clearly identified in an approved manner to prevent obstruction by parking or other obstruction. A minimum unobstructed distance of 15 feet shall be maintained on both sides of a fire hydrant along the access roadway.

G. *Repealed by Ord. 671.*

H. Section 901 is amended by the addition of a new Section 901.11 to read:

In the event of more than two false alarms in any 90-day period the Chief may charge a fee for fire department response as specified in the City of University Place "Fee Schedule."

EXCEPTIONS: False alarms resulting from the failure of a fire alarm service technician notifying the central proprietary or remote monitoring station shall be billed at the rate specified in the City of University Place "Fee Schedule."

For the purpose of this Section, a false alarm shall be defined as any unintentional activation of the fire alarm or detection system which is the result of improper installation, maintenance or use of that system.

Fire alarm system control units shall be provided with an approved sign indicating such fees will be imposed.

I. Section 903.2.8 is amended by the addition of a new Section 903.2.8.1 reading:
All Group R-3 occupancies requiring 2,000 gallons per minute of fire flow per Appendix B of the International Fire Code shall install an approved fire sprinkler system.

J. Section 903.1 is amended by the addition of a new Section 903.1.2 reading:
When a change of occupancy classification in an existing building structure is reduced to a less hazardous occupancy classification of B, F, or S the amended requirements of Section 14.05.110 (P), (R), and (T) UPMC below shall not be applicable.

K. Section 903.2.1 is amended to read as follows:
903.2.1 Group A. An approved automatic sprinkler system shall be provided throughout buildings and portions thereof as provided in 903.2.1.1 – 903.2.1.3 below. For group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in Section 903.2.1.5.

L. Section 903.2.1.1 is amended to read as follows:
903.2.1.1 Group A-1. An approved automatic sprinkler system shall be provided for Group A-1 where one of the following conditions exists:

1. The building exceeds 5,000 square feet;
2. The building has an occupant load of 300 or more;
3. The building contains a multi-theater complex.
4. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

M. Amend Section 903.2.1.2 to read as follows:
903.2.1.2 Group A-2. An approved automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The building exceeds 5,000 square feet;
2. The building has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

N. Amend Section 903.2.1.3 to read as follows:
903.2.1.3 Group A-3. An approved automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The building exceeds 5,000 square feet;
2. The building has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

O. Amend Section 903.2.1.4 to read as follows:
903.2.1.4 Group A-4. An approved automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The building exceeds 5,000 square feet;
2. The building has an occupancy load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

P. Amend Section 903.2.2 with a new subsection 903.2.2.1 to read as follows:
903.2.2.1 Group B. An approved automatic sprinkler system shall be provided for Group B occupancies where one of the following conditions exists:

1. The building exceeds 5,000 square feet.
- Exception: Building containing Group B occupancies and with construction Type IA/IB, Type IIA/IIB, Type IV/VA, or Type IIB/IIIB; and the building does not exceed 12,000 square feet.

Q. Amend Section 903.2.3 to read as follows:
903.2.3 Group E. An approved automatic sprinkler system shall be provided for Group E occupancies where one of the following conditions exists:

1. The building exceeds 5,000 square feet or there are 50 or more occupant load as calculated in accordance with Table 1004.1.2.
2. Throughout every portion of educational buildings below the level of exit discharge.

R. Amend Section 903.2.4 to read as follows:

903.2.4 Group F. An approved automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. The building exceeds 5,000 square feet.

Exception: Buildings containing Group F-2 occupancies and with the construction Type IA/IB, Type IIA/IIIB, Type IV/V-A or Type IIB/IIIB; and the building does not exceed 12,000 square feet.

2. The building exceeds 2,500 square feet and contains a woodworking operation which generates finely divided combustible waste or which use finely divided combustible materials.

3. Where a Group F occupancy is located more than three stories above grade.

4. Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 2,500 square feet.

5. The building exceeds 2,500 square feet and is used for the manufacture of upholstered furniture or mattresses.

S. Amend Section 903.2.7 to read as follows:

903.2.7 Group M. An approved automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. The building exceeds 5,000 square feet;

2. Where the Group M is located more than three stories above grade.

3. Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet.

4. A Group M occupancy is used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.

T. Amend Section 903.2.9 to read as follows:

903.2.9 Group S. An approved automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy where one of the following conditions exists:

1. The building exceeds 5,000 square feet.

2. Where a Group S area is located more than three stories above grade.

3. Where the combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet.

4. A Group S used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet.

5. A Group S occupancy is used for the display and sale of upholstered furniture or mattresses exceeds 2,500 square feet.

Exception: Buildings containing Group S-2 occupancies and with the construction Type IA/IB, Type IIA/IIIB, Type IV/V-A or Type IIB/IIIB; and the building does not exceed 12,000 square feet except as provided in Section 903.2.9.

U. Amend Section 903.2.9.1 to read as follows:

903.2.9.1 Repair garages. An approved automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with International Building Code to read as follows:

1. Buildings exceeding 5,000 square feet.

2. Buildings with a repair garage servicing vehicles parked in the basement.

3. A Group S used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet.

V. Amend Section 903.2.9.2 to read as follows:

Buildings and structures where the area used for the storage of tires exceeds 20,000 cubic feet shall or 5,000 square feet shall be equipped throughout with an automatic fire sprinkler system in accordance with 903.3.1.1.

W. Add Section 903.2.13 to read as follows:

903.2.13 Spray booths and rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

X. Amend Section 903.3.1.1.1 to read as follows:

903.3.1.1.1 Exempt locations. Sprinklers shall not be omitted from any room merely because it is damp or has fire-resistance rated construction or contains electrical equipment. The following conditions may be exempt if approved by the fire code official.

1. Any room where the application of water, or flame and water, constitutes a serious threat to life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents in the room or space.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

Y. Add Section 907.1.4 to read as follows:

907.1.4 Fire alarm control panel. Information provided by the fire alarm control panel when a signal(s) is/are received from a device or other system equipment shall include the location of the signal(s) in a manner as specific as the fire alarm system allows. The location description of the signal(s) shall be written in English, not code, and provide the location of the device to fire department personnel.

Z. Add Section 907.1.5 to read as follows:

907.1.5 Design standards. All alarm systems, new or replacement, serving 30 or more alarm actuating devices, shall be addressable fire detection systems. Alarm systems serving more than seventy-five (75) smoke detectors or more than 200 total alarm activating devices shall be analog intelligent fire detection systems. EXCEPTIONS:

1. Existing systems need not comply unless the total system remodel or expansion initiated after adoption of this code exceeds thirty (30) percent of the building.
2. When building remodel or expansion exceeds fifty (50) percent, the building must comply within 18 months of permit application.

AA. Section 901.7.0.1, Fire watch, is amended to add a new subsection:

The Fire Code Official Chief, or his or her designee, shall determine when ~~Fire Department personnel must conduct~~ a fire watch is required due to code requirements, excessive occupant load, the unusual nature of the event, the use of pyrotechnics or fireworks, the existence of hazardous condition, the inoperability of the fire protection system, or other conditions affecting safety at the event or at the property. The person responsible for the facility shall pay a fee per the fee schedule for associated costs. If more than one person is required for the fire watch, the person responsible for the facility shall pay a fee per the fee schedule. The Fire Code Official Chief or designee may notify the responsible person of the period of the fire watch and the resulting fee prior to the event.

AB. Amend Section 907.5 to add:

5. Where a new building has installed a fire suppression system, an occupant notification alarm system shall also be installed. Tenant improvements in sprinklered buildings shall require that space to provide an occupant notification system.

AC. Amend Appendix D of the International Fire Code to add the following exemption:

Residential Fire Flow Modification. When one or two-family dwellings (R-3) are protected with an approved NFPA 13D automatic fire sprinkler system, the provisions of the International Fire Code Appendices B and C may be modified with approval by the Fire Code Official provided a fire hydrant is not located more than 500 feet away.

Section 2. Savings Clause. No offense committed, no penalty or forfeiture incurred prior to the effective date of this Ordinance, nor any proceeding undertaken to enforce this Section, nor any permit application that is lawfully entitled to be processed, shall be affected by this Ordinance and the same shall proceed in all respects as if this Ordinance had not been enacted. Furthermore, any act, claim or action undertaken pursuant to any provision of this Section is not intended to be lost, impaired or affected by this Ordinance.

Section 3. 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 take effect five (5) days after publication.

PASSED BY THE CITY COUNCIL ON _____, 2020.

Caroline Belleci, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

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

City of University Place Parks, Recreations and Open Space (PROS) Plan Update

City Council Jan 21, 2020

Agenda

- ▶ Process / Schedule
- ▶ Goals & Objectives
- ▶ Inventory & Assessment
- ▶ Public Needs & Demands
- ▶ Level of Service (LOS) Standards
- ▶ Maptionnaire
- ▶ Next Steps



*The Parks, Recreation and Open Space Plan (PROS) is the **City of University Place's master** plan to provide park, recreation and open space facilities and services to the community.*

*Updating this Plan allows University Place to maintain its eligibility for certain grants from the Recreation and Conservation Office (RCO) and also serves to meet the needs outlined in the **State's Growth Management Act of 1990.***

Strategic Goals

Goal 1: Community Involvement

Invite, encourage and involve the entire community, including the business community and other public jurisdictions and agencies, to participate in planning and developing parks and recreational services and facilities.

Strategic Goals

Goal 2: Planning and Implementation

Maintain and continue to develop a high quality, diversified park, recreation and open space systems that benefits citizens of various ages, incomes and physical abilities.

Strategic Goals

Goal 3: Facility Development and Maintenance

Create, maintain and upgrade park, recreational and cultural facilities to respond to changing uses and improve operational efficiency.

Strategic Goals

Goal 4: Historical and Cultural Resources

Identify and encourage the preservation of lands, sites and structures that have historical or cultural significance.

Strategic Goals

Goal 5: Parks, Open Space and Greenbelts

Develop parks and maintain parks, open spaces and greenbelts, recognizing that these are an integral **part of the City's infrastructure** character and quality of life.

Strategic Goals

Goal 6: Access to Parks

Ensure safe and convenient access to recreational lands, facilities and programs.

Strategic Goals

Goal 7: Civic Facilities

Provide a range of spaces and places for civic functions such as public meetings, ceremonial events, and community festivals.

Strategic Goals

Goal 8: Human Resources

Develop training and support for a professional parks and recreation staff that effectively serves the community.

Strategic Goals

Goal 9: Acquisition and Finance

Acquire and finance a comprehensive park, open space and recreation system through a variety of methods and distribute costs equitably among those who benefit.

Park Name + Location	Park Amenities + Overall Quality (1 = poor, 5 = excellent)																					
	General Maintenance		Permanent Restrooms		Structures		Playground		Sports Fields		Nature Trails		Signage + Wayfinding		Wildlife Habitat		Public Art		Landscaping		Parking	
	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:	Score	Remarks:
Sunset Terrace 1902 Seaview St W	5	Well-kept, no obvious HSW concerns	5	Clean, no evidence of vandalism. ADA accessible.	5	Well-kept, no obvious HSW concerns	4	ADA accessible, no obvious HSW concerns. Not appropriate for all ages.	3	Standing water in infield, rusted fencing and backstop. Light graffiti on adjacent seatwalls.	n/a		5	Obvious welcome sign	1	Little to no habitat or food source for wildlife	3	Painted boulder by street, not particularly visible	5	Well-kept, no obvious HSW concerns	5	Off-street gravel lot; adjacent to transit stop



Sunset Terrace Park



Standing water on infield, rusting backstop



Light graffiti on seatwalls



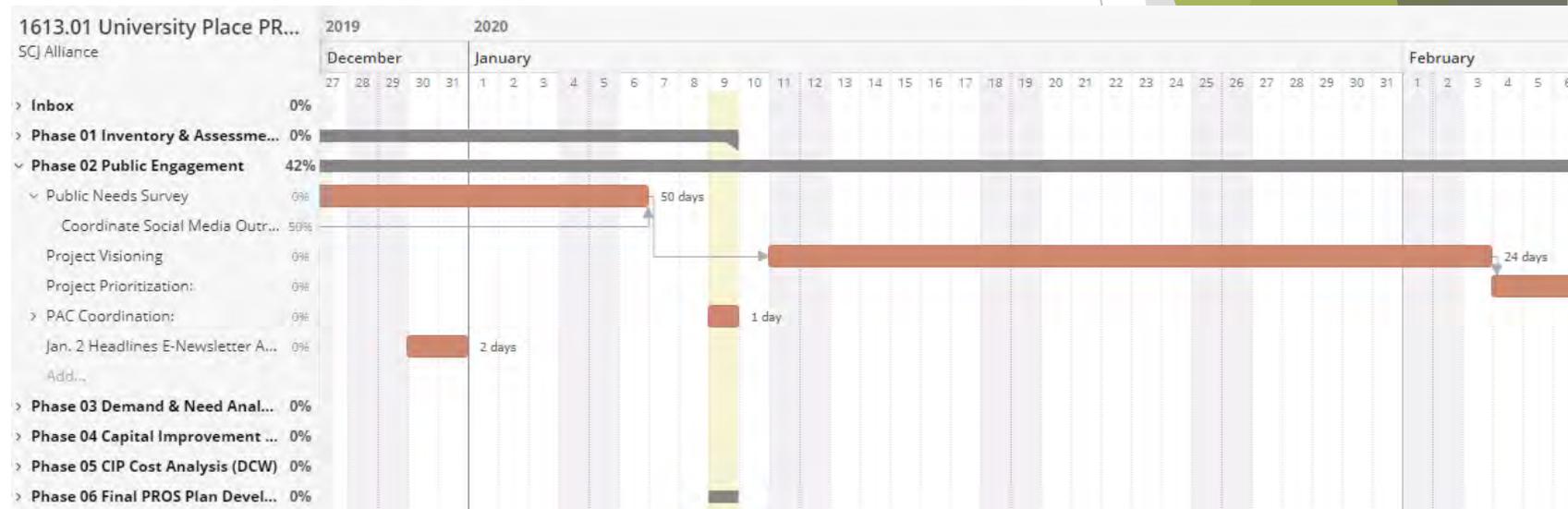
Clear entry signage



ADA accessible restrooms, ramp to playground

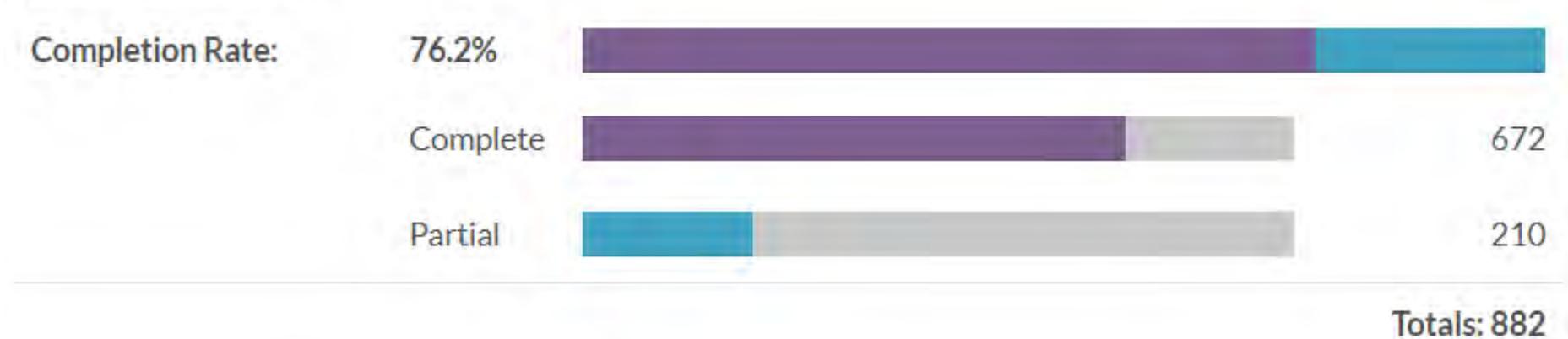
PROS Planning Process

- ▶ Inventory & Assessment
- ▶ **Public Engagement**
 - ▶ Open House
 - ▶ Public Needs Survey
 - ▶ *Project Visioning*
 - ▶ *Project Prioritization*
- ▶ Demand & Need Analysis
- ▶ Capital Improvement Plan
- ▶ CIP Cost Analysis
- ▶ Final PROS Plan Development



Public Survey (Needs & Demands) - Results

Response Counts



Facebook Reach - 5,297
Engagement (Likes, Shares, Comments) - 249
Link Clicks - 192

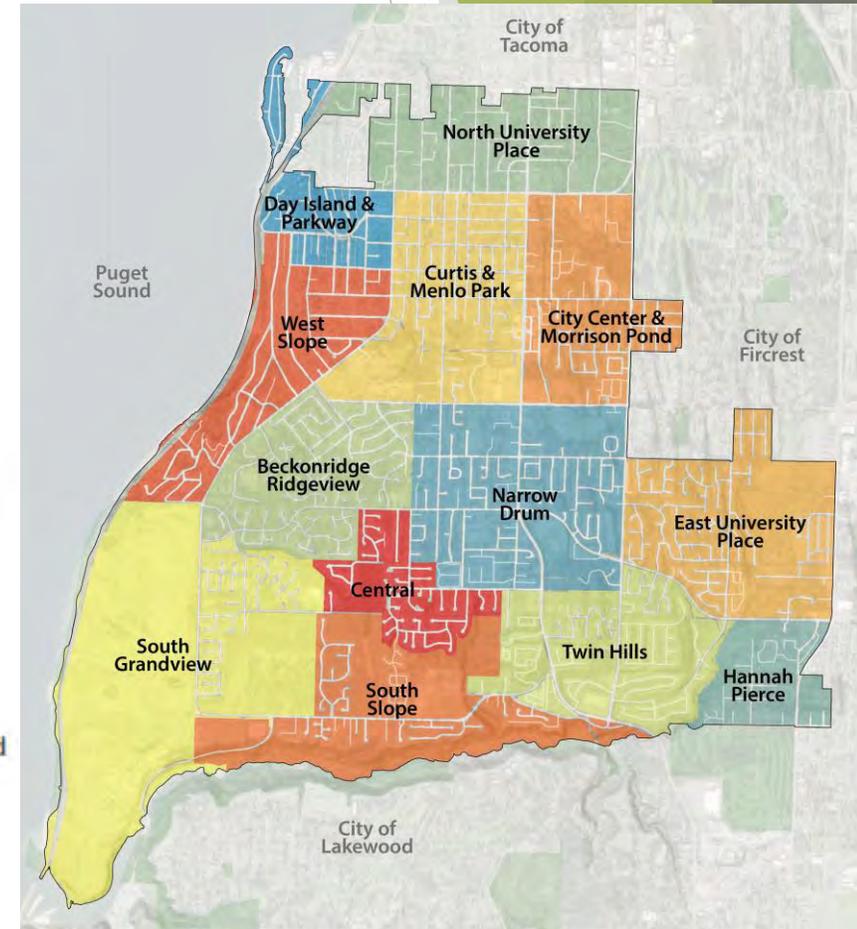
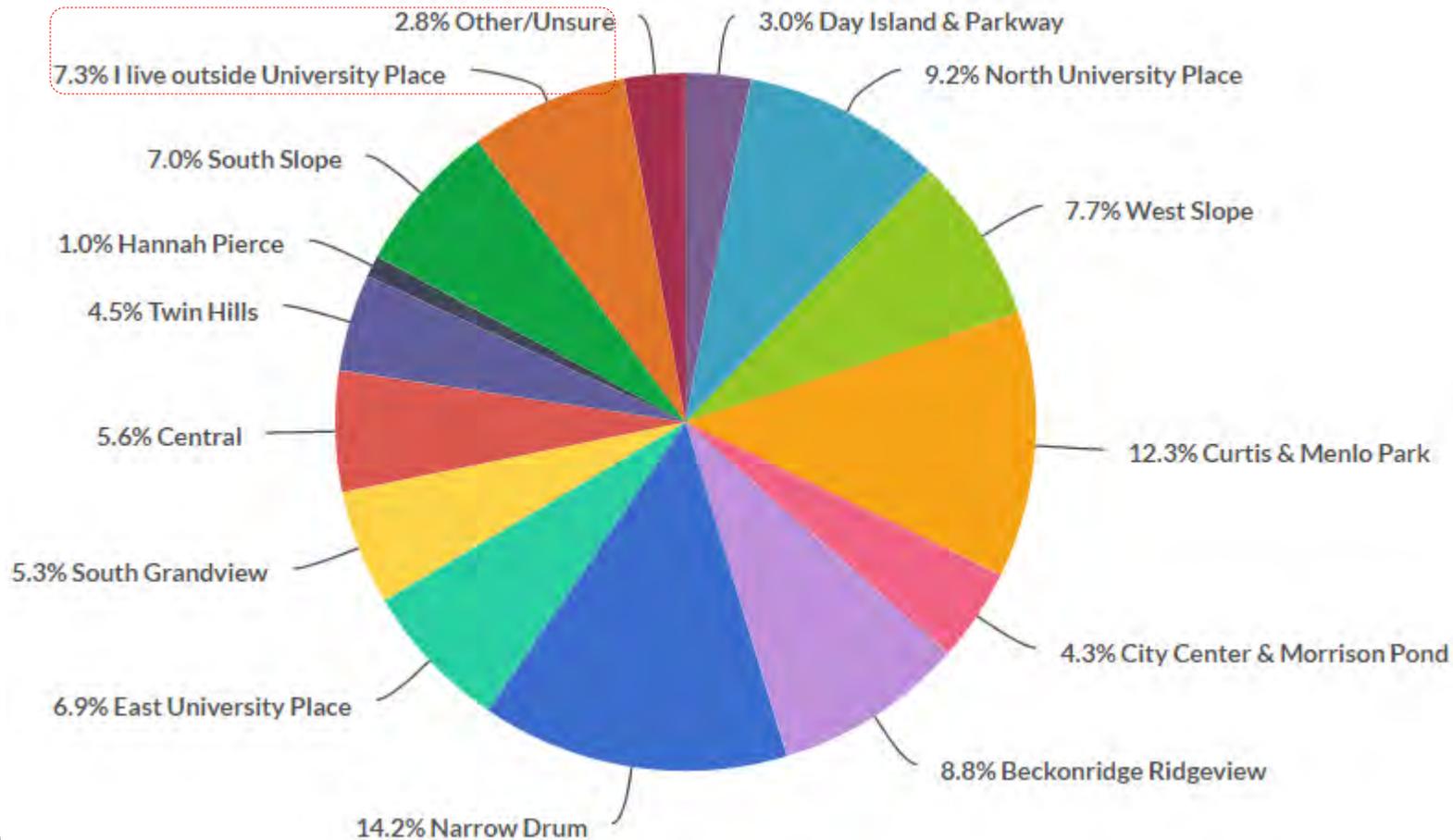
Days in Field: 60
Avg Responses per Day: 15

Final Total: 904

Including Write-Ins & Two Open Houses

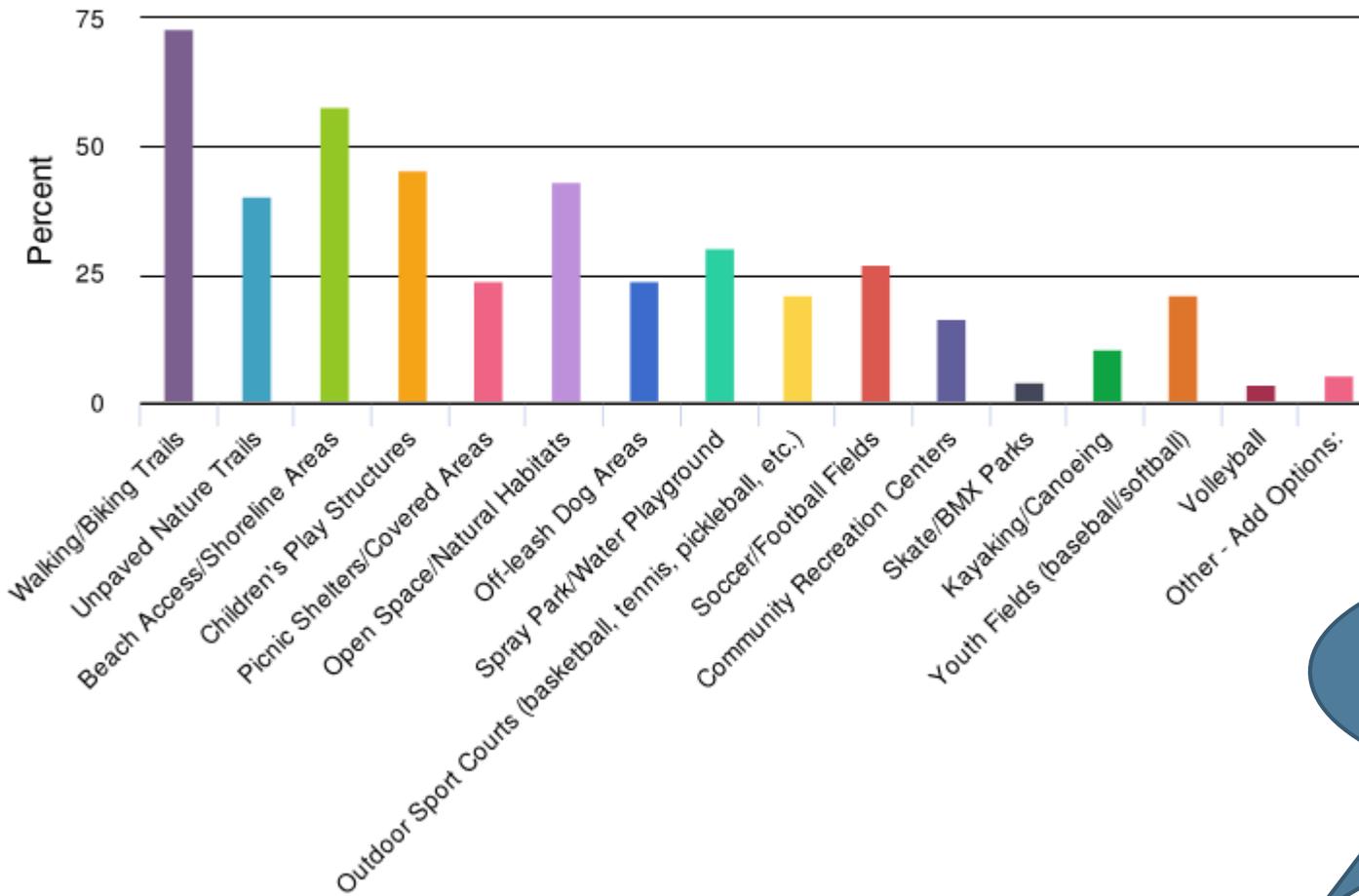
Public Survey (Needs) - Results

1. What neighborhood or community do you live in? (please select the option that best represents where you live)



Public Survey (Needs) - Results

4. What are the types of recreational amenities/facilities that you most commonly frequent or use?(Please check all that apply for you/your household)



32% of write in comments specifically identified Pickleball.

Multi-use fields

*Note: People Adding Wishes in Comments on This Question

Public Survey (Needs) - Results

bristonwood childhood
72nd ave 86th based
lakewood map alameda
67th • bridgeport 19th crt
cirque
park 10 st amp
27th academy
charles chambers center

46-Write in Comments
about Cirque Park

Public Survey (Needs) - Results

Top Ten Parks Needs & Demands:

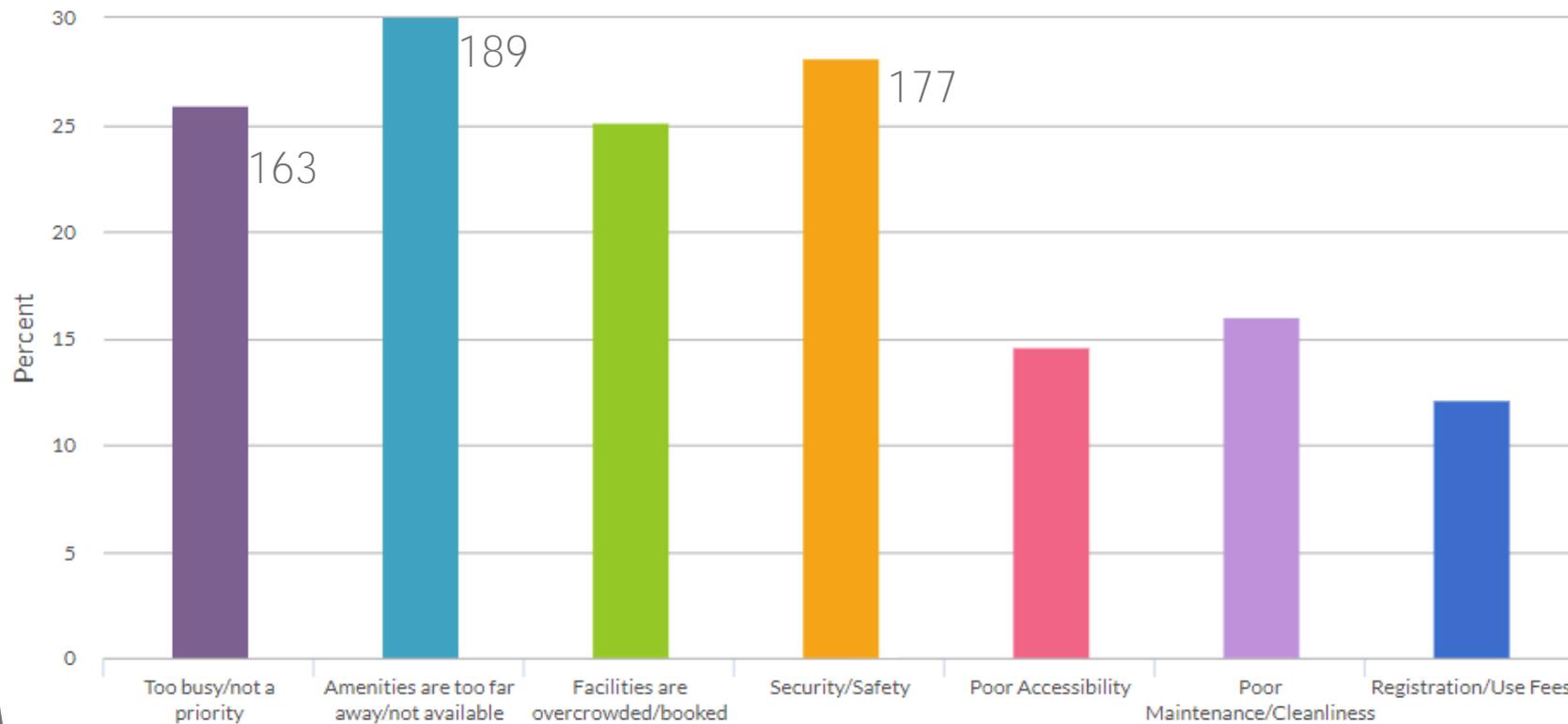
1. Youth Programs (54.9%) → *81.7% Agreement*
2. Sports Leagues (48.4%)
3. More Support Amenities (46.3%) → *83% Agreement*
4. Beach/Shoreline Access (43.5%)
5. Community Center/Indoor Facilities (43.9%)
6. Urban Trails/Sidewalks (Non-Motorized) (42.7%) → *82% Agreement*
7. Undeveloped Natural Area/Open Space (38.3%)
8. Community Swimming Pool (37.6%)
9. Ball Fields (36.4%)
10. Sports Courts (33.1%)

“ 51.5% of respondents believed off-leash dog parks were a need. 16.3% disagree with this statement ”

Open ended responses commonly addressed pickleball, recreation center (covered facilities), multi-use turf fields, rec programs, and a boat launch.

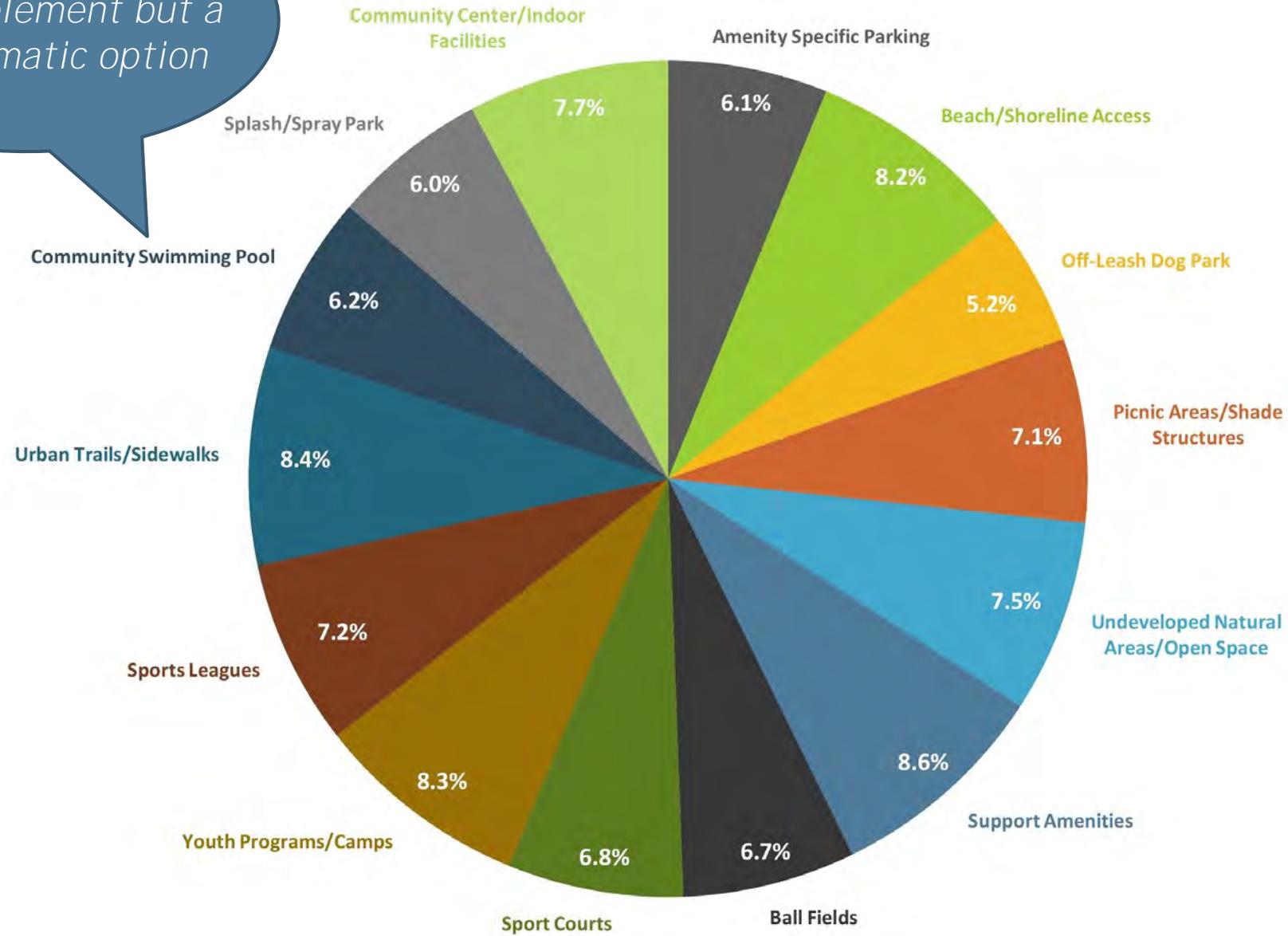
Public Survey (Needs) - Results

8. What are some of the existing barriers or reasons why you may not use available recreational facilities within University Place?



Funding/maintenance, antisocial behavior/drug use, missing amenities and overcrowding

Need is not just a physical element but a programmatic option



Level of Service (LOS) Standards

- ▶ One Park for Every 2181 Residents (Ranges from 1260-4300)*
- ▶ 10.1 acres of Park Land per 1,000 residents (Ranges from 5.2 to 17.1 acres/1000)*
- ▶ 1 Public Restroom per 1,000 Residents*

- ▶ *Notes:*
 - ▶ *UP Population - 33,401*
 - ▶ *UP Size - 8.4 sq mi*
 - ▶ *Density 3976 residents/sq mile*

* - NRPA

Planning Standards (NRPA)

- ▶ UP - **currently has 121.37 acres of “park” land**
 - ▶ 70.29 acres - **“undeveloped or resource conservancy lands”**
- ▶ 10.1 acres of Park Land per 1,000 residents (Ranges from 5.2 to 17.1 acres/1000)
- ▶ NRPA - Targets:
 - ▶ Total Park Space: 337 acres
 - ▶ # of Playgrounds: 9.31, # of Totlots: 3.16
 - ▶ # of Basketball Courts: 4.51
 - ▶ Multi-purpose Fields: 3.71
 - ▶ Tennis/Court Sports: 6.87
 - ▶ Youth Baseball: 4.53
 - ▶ Community Center: 1

University Place

Welcome to the UP Parks, Recreation, Open Space & Trails survey!

This is your opportunity to tell us specifically where opportunities and challenges exist within the City of UP and what you think we should do about it. While we hope you have had the opportunity to participate in our 6-minute questionnaire (it can be found here), this space is designed to be more open-ended and flexible, allowing you to pinpoint the areas that matter most.

Feel free to take this survey with you and come back often! It is designed to work on mobile devices and on your schedule. Help provide insights that will make our parks and recreational facilities more enjoyable for everyone!

Click the arrow to get started - thanks in advance, and have fun!

<https://app.maptionnaire.com/en/7645/>



The background features a faded DNA double helix structure. In the center, there are stylized human figures with circular heads and vertical bodies, appearing to be in a group. The overall color palette is muted, with greys and light blues, accented by a vibrant lime green on the right side.

Next Steps

Capital Improvement Program

- ▶ Several Parts of a CIP
 - ▶ Acquisition
 - ▶ Development
 - ▶ Redevelopment*

*“The CIP needs to find the appropriate balance of investment among the three to meet the system's needs and the **community's** priorities.”*

** - Highest Return-on-Investment*

Next Steps

- ▶ Inventory & Assessment
- ▶ Public Engagement
- ▶ Demand & Need Analysis
- ▶ **Capital Improvement Plan - Jan**
- ▶ CIP Cost Analysis - Feb
- ▶ Final PROS Plan Report Development & Approvals - Feb
- ▶ Final PROS Plan Submitted to RCO Office - Mar 6, 2020*

* - *RCO Extension*



Questions & Answers

Memo

DATE: January 21, 2020
TO: City Council
CC: Steve Sugg, City Manager
FROM: Lisa Petorak, Human Resources Manager
SUBJECT: 2020 Recycling Surcharge Request

In accordance with the current Franchise Agreement, U.P. Refuse will automatically be receiving a Consumer Price Index (CPI) adjustment and an LRI-related disposal tip fee pass-through rate increase which will begin March 1, 2020. In addition to the annual rate adjustments that are already provided for in the current franchise agreement, U.P. Refuse is making a request for an additional recycling surcharge based on the continued depression of the recycling commodities market. This surcharge is subject to Council approval.

Franchise allowed adjustments

1. CPI Adjustment

Per the current franchise agreement Section 17.3, the base rates shall be adjusted by 70% of the June to June Seattle-Tacoma-Bellevue CPI-U. The June to June CPI-U was 2.3%, therefore, the final base rate change is 1.612%.

2. Tipping Fee Pass-Through Increase

On March 1, 2020, Pierce County will increase the system base rate tipping fee from \$164.34 per ton to \$167.38 per ton, an increase of \$3.04 per ton or 1.85%.

In accordance with the Franchise Agreement, section 17.6 states:

If the disposal fees which are charged to the Company to dispose of the City's Solid Waste at the Designated Disposal Site are increased or decreased at any time, the Base Rates charged by the Company hereunder shall be charged in accordance with this Agreement. Such change shall be sufficient to reflect and pass through any such disposal rate change and be effective on the same date the revised disposal rate takes effect.

Household Rate Examples

Due to the pass-through rate application being based on average weights, the percentage increase for U.P. households vary based on the size of their toter and the frequency of service. The following scenario illustrates how the monthly rate will change for the most common U.P. Refuse customer:

U.P. Customer: residential garbage and recycling every other week with a 64-gallon toter:

Current Rate:	\$28.42 per month
Total CPI-U/LRI 2020 Rate:	\$29.09 per month
Difference:	\$0.67 per month increase

Special Requests

1. Recycling Surcharge

The recycling landscape has changed over the past few years as China, the largest purchaser of recyclable materials has stopped taking these items. As a result, the market for companies taking recycling materials and the rates for those materials have changed. UP Refuse, who once saw revenue for selling its recyclables is now paying to recycle materials.

UP Refuse is requesting that a 3.13% surcharge be added to all base rates for 12 months, beginning on March 1, 2020. Currently, there is a recycling surcharge of 2.57% in place. These rates would be applied to all base rates, including those services that do not include recycling. The request is for the surcharge to be in place for a full 12 months. For the average U.P. customer, using the same example above, it would add an additional \$0.91 or a total of a 5.55% (CPI-U, LRI increase and recycling surcharge) annual increase from 2019 to 2020. This will recover \$193,114, the amount UP Refuse spent to recycle materials.

			12/17/2019	
			12 Months	
		Effective	Nov 2018 -	
	Rate	Rate	Oct 2019	
Customer Revenues			\$6,590,578.00	100%
Comingled Recycling Revenues			-\$193,114.44	-2.93%
Add 5% City Agreement Fee	5.00%	5.3476%	-\$10,326.98	-0.16%
Wa. State B&O Tax 1.5%	1.50%	1.6043%	-\$3,098.09	-0.05%
Requested Surcharge amount			-\$203,441.41	-3.13%

Conclusion

The only item for your consideration for the Council Meeting that is scheduled for Tuesday, January 21, 2020:

1. Special request by U.P. Refuse to place a 3.13% surcharge to all base rates for a full 12 months.



Refuse and Recycling

2815 Rochester Street West University Place, WA 98466 phone: 253-564-3212 fax 253-566-8592

Steve Sugg, City Manager
 City of University Place
 3715 Bridgeport Way West
 University Place, WA 98466

December 31, 2019

Re: Annual garbage tipping fee & CPI rate adjustment: special recycling commodity surcharge request.

Dear Mr. Sugg,

Enclosed you will find information regarding our request for the annual rate adjustment.

- **Disposal Tip Fee** charged to us by LRI, will be going from the current \$164.34 to \$167.38 per ton, an increase of \$3.04 per ton or 1.85%. This increase becomes effective March 1, 2020.

CPI adjustment as allowed in Section 17.3 in our contract is based on the June - June CPI-U. The CPI for this increase is 2.3%. The contract allows 70% of the CPI, resulting in an adjustment of 1.61% on all rates.

Recycling Commodity Surcharge Request - We have always relied on the revenue from the sale of the

commodities collected in our recycling programs to help offset cost of operations. Average annual revenues from such sales 2005 to 2017 were \$128,997 per year. This past year **WE HAD TO PAY \$193,114** to take it to the recycling facility. That is an annual reversal of \$322,111. We are now in the 3rd year of a severe negative recycling market that has never been seen since we began offering recycling in 1988. As of this date, there is no sign that it will change any time soon. We are asking for a 3.13% surcharge to be placed on all base rates for 12 months beginning March 1, 2020. This will recover over the next year only the amount that we had to pay to the recycling facility over the past year, or \$193,114. The cost to customers for the most popular

residential garbage service, a 64 gallon cart picked up every-other week, would be \$0.91, and for yard waste service it would add \$0.27 per month, combined, that equals \$1.18 per month.

U.P. Refuse Rate Example

Garbage Service Level	Pickup Frequency	Current Rate Effective 3/01/19	Proposed Rate Increase	Proposed Rate Effective 3/1/20	Proposed Rate Increase as a %	Proposed Recy Surcharge 3.13%
1- 24 gal. toter w/ recycling	every-other week	20.38	\$0.42	20.80	2.05%	\$0.65
1-64 gal. toter w/ recycling	every-other week	\$28.42	\$0.68	\$29.09	2.39%	\$0.91
1-1 Yd. Container	1 X per week	\$120.90	\$2.57	\$123.46	2.12%	43.86
Dump Fee –Drop Box & Compactor	Per ton	\$179.76	\$3.33	\$183.09	\$1.85%	\$5.73

Note: Rates shown above do not include taxes. Recycling Surcharge would be a separate line item charge and in addition to the proposed rates. If you have any questions regarding any of these requests, please feel free to contact us.

Sincerely,

Neil Holden

Neil Holden, Vice President
 University Place Refuse Service, Inc.

C: Lisa Petorak, HR Manager

University Place Refuse Service, Inc.

Rate Tariff - effective 3-1-20

EXHIBIT A - Rates

Miscellaneous Service

Item	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier	Final Base Rates effective 3/1/2020	Recycling Commodity Surcharge	Total Final Base Rate: 3.13% w/ Recycli Surcharge effective 3/1/2020
Late Charge on delinquent balances						
Rate	1	N.A.	Per Month	1.50%		
Minimum	1	N.A.	Per Month	\$ 6.99	\$ 0.22	\$ 7.21
Account Restart Fee (after stoppage due to delinquency)						
Residential and commercial Garbage Toter Accounts	1	N.A.	Each time	\$ 19.64	\$ 0.61	\$ 20.25
Commercial Container, Drop Box & Compactor Accounts		N.A.	Each time	\$ 53.74	\$ 1.68	\$ 55.42
Waste Broker** Accounts (applies to all Waste Broker Accounts regardless of service type)		N.A.	Each time*	\$ 53.74	\$ 1.68	\$ 55.42
*If more than one such delinquency occurs during any 12 month period, the fee charged shall double for the 2nd and each additional restart occurring in that period. .						
** A Waste Broker is a third party hired by a business that typically has many locations, primarily retail chain stores. The Waste Broker charges a fee to the business for handling the scheduling and billing for waste and recycling services for the business' locations. A property management company that handles all aspects of a property for the business owner is not considered a Waste Broker.						
Can over size/weight	1	N.A.	Each time	\$ 11.52	\$ 0.36	\$ 11.88
Overtime Charges						
Per Hour	1	N.A.	Per Hour	\$ 45.60	\$ 1.43	\$ 47.03
Minimum	1	N.A.	Minimum	\$ 45.60	\$ 1.43	\$ 47.03
Assessed in addition to regular charges shown when customer requires service during Overtime and Holiday periods.						
Return Trip Charges						
Recycling, Yard Waste, or Garbage Toter (all sizes)	1	N.A.	Each Time	\$ 20.89	\$ 0.65	\$ 21.54
Drop Box	2	N.A.	Each Time	\$ 41.24	\$ 1.29	\$ 42.53
Container	2	N.A.	Each Time	\$ 41.60	\$ 1.30	\$ 42.90
Gate charge						
Per Occurrence	2	N.A.	Each Time	\$ 6.75	\$ 0.21	\$ 6.96
Monthly Minimum	2	N.A.	Minimum	\$ 29.26	\$ 0.92	\$ 30.18
Unlocking Charge						
Per Occurrence	2	N.A.	Each Time	\$ 3.37	\$ 0.11	\$ 3.48
Monthly Minimum	2	N.A.	Minimum	\$ 14.61	\$ 0.46	\$ 15.07
Disposal Fees						
Land Recovery - MSW (per ton)	4	N.A.	Per Ton	\$ 183.09	\$ 5.73	\$ 188.82
Demolition (per ton)	4	N.A.	Per Ton	\$ 183.09	\$ 5.73	\$ 188.82
Car Tires (each)	4	N.A.	Each	\$ 10.75	\$ 0.34	\$ 11.09
Truck Tires (each)	4	N.A.	Each	\$ 17.92	\$ 0.56	\$ 18.48
Appliances (each)	4	N.A.	Each	\$ 53.74	\$ 1.68	\$ 55.42

	Ash (per yard)	4	N.A.	Per Yard	\$ 49.27	\$ 1.54	\$ 50.81
	Asbestos (per yard)	4	N.A.	Per Yard	\$ 268.79	\$ 8.41	\$ 277.20
Rate per Hour							
	Single Rear-Drive Axle Truck						
	Non-Packer Truck and Driver	2	N.A.	Per Hour	\$ 50.80	\$ 1.59	\$ 52.39
	Packer Truck and Driver	2	N.A.	Per Hour	\$ 81.26	\$ 2.54	\$ 83.80
	Drop Box Truck and Driver	2	N.A.	Per Hour	\$ 51.71	\$ 1.62	\$ 53.33
	Each Extra Person	2	N.A.	Per Hour	\$ 40.63	\$ 1.27	\$ 41.90
	Tandem Rear-Drive Axle Truck						
	Packer Truck and Driver	2	N.A.	Per Hour	\$ 101.60	\$ 3.18	\$ 104.78
	Tractor or Drop Box Truck and Driver	2	N.A.	Per Hour	\$ 103.45	\$ 3.24	\$ 106.69
	Each additional axle	2	N.A.	Per Hour	\$ 40.63	\$ 1.27	\$ 41.90
Refunds		1	N.A.	Minimum	\$ 9.17	\$ 0.29	\$ 9.46

Residential Service

Residential Garbage and Recycling

Quantity	Size	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Frequency	Description	Rate Qualifier			
1	24 gal. Toter	1	54	Every-other Wk	Garbage service only	\$ 22.60	\$ 0.71	\$ 23.31	
1	24 gal. Toter	1	54	Every-other Wk	Garbage and recycling service	\$ 20.80	\$ 0.65	\$ 21.45	
1	48 gal. Toter	1	88	Every-other Wk	Garbage service only	\$ 26.92	\$ 0.84	\$ 27.76	
1	48 gal. Toter	1	88	Every-other Wk	Garbage and recycling service	\$ 25.11	\$ 0.79	\$ 25.90	
1	48 gal. Toter	1	166	Weekly	Garbage service only	\$ 37.95	\$ 1.19	\$ 39.14	
1	48 gal. Toter	1	166	Weekly	Garbage and recycling service	\$ 36.12	\$ 1.13	\$ 37.25	
1	64 gal. Toter	1	132	Every-other Wk	Garbage service only	Per Month \$ 30.95	\$ 0.97	\$ 31.92	
1	64 gal. Toter	1	132	Every-other Wk	Garbage and recycling service	Per Month \$ 29.09	\$ 0.91	\$ 30.00	
1	64 gal. Toter	1	199	Weekly	Garbage service only	Per Month \$ 45.19	\$ 1.41	\$ 46.60	
1	64 gal. Toter	1	199	Weekly	Garbage and recycling service	Per Month \$ 41.54	\$ 1.30	\$ 42.84	
1	96 gal. Toter	1	266	Weekly	Garbage service only	Per Month \$ 59.48	\$ 1.86	\$ 61.34	
1	96 gal. Toter	1	266	Weekly	Garbage and recycling service	Per Month \$ 54.03	\$ 1.69	\$ 55.72	
	24 gal. Toter	1	25	Occasional	Extra on-route pickup	\$ 5.08	\$ 0.16	\$ 5.24	
	48 gal. Toter	1	41	Occasional	Extra on-route pickup	\$ 9.14	\$ 0.29	\$ 9.43	
	64 gal. Toter	1	61	Occasional	Extra on-route pickup	\$ 12.21	\$ 0.38	\$ 12.59	
	Each Can, Bag or Bundle	1	34	Occasional	Extra garbage	Per Pickup \$ 7.34	\$ 0.23	\$ 7.57	
	Recycle only service	1	N.A.	Every-other Wk		Per Month \$ 15.00	\$ 0.47	\$ 15.47	

Note: Pickup frequency for recycling noted above is every-other week.

Residential Service - continued

Additional Residential Toter Services

Frequency	Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier			
Weekly	Over 5 feet but not over 25 feet	1	N.A.	Per Month	\$ 3.57	\$ 0.11	\$ 3.68
	For each additional 25 feet or fraction thereof, add:	1	N.A.	Per Month	\$ 2.70	\$ 0.08	\$ 2.78
	Drive-ins on driveways over 125 ft	1	N.A.	Per Month	\$ 12.63	\$ 0.40	\$ 13.03

Yardwaste Collection

Quantity	Size	Rate Ceiling	Garbage ave.	Schedule	Lbs. Per Mo.	Frequency	Description	Qualifier	Rate
1	64 gal. Toter			1	N.A.	Every-other Wk	Yardwaste service only	Per Month	\$ 6.66 \$ 0.21 \$ 6.87
1	64 gal. Toter			1	N.A.	Special Pickup	Yardwaste service only	Per Pickup	\$ 14.91 \$ 0.47 \$ 15.38
1	96 gal. Toter			1	N.A.	Every-other Wk	Yardwaste service only	Per Month	\$ 8.70 \$ 0.27 \$ 8.97
1	96 gal. Toter			1	N.A.	Special Pickup	Yardwaste service only	Per Pickup	\$ 14.91 \$ 0.47 \$ 15.38
Each Can, Bag or Bundle				1	N.A.	Occasional	Extra Yardwaste	Per Pickup	\$ 2.66 \$ 0.08 \$ 2.74
Redelivery Charge (for service cancelled and restarted within 12 months)				1	N.A.			Each Time	\$ 23.86 \$ 0.75 \$ 24.61

Multi-Family Recycling

Description	Rate Ceiling	Garbage ave.	Schedule	Lbs. Per Mo.	Qualifier	Rate
Recycling Customers			3	N.A.	Per Month	\$ 6.11 \$ 0.19 \$ 6.30
Non-recycling Customers			3	N.A.	Per Month	\$ 7.26 \$ 0.23 \$ 7.49

Loose and Bulky Material

Description	Rate Ceiling	Garbage ave.	Schedule	Lbs. Per Mo.	Qualifier	Rate
Regular Route						
Bulky Materials			2	134	Per Yard	\$ 21.11 \$ 0.66 \$ 21.77
Carry Charge (per each 5 feet over 8 feet distance)			2	N.A.	Per Yard	\$ 3.45 \$ 0.11 \$ 3.56
Loose Material			2	134	Per Yard	\$ 22.51 \$ 0.70 \$ 23.21
Carry Charge (per each 5 feet over 8 feet distance)			2	N.A.	Per Yard	\$ 8.31 \$ 0.26 \$ 8.57
Special Pickups - Add Time Charges To Rates Shown Above						

Commercial Service

Commercial Garbage Toters

Quantity	Size	Rate Ceiling	Garbage ave.	Schedule	Lbs. Per Mo.	Frequency	Description	Qualifier	Rate
1	64 gal. Toter			1	132	Every-other Wk	Garbage service only	Per Month	\$ 29.09 \$ 0.91 \$ 30.00
1	64 gal. Toter			1	60	Special pickup	Garbage service only	Per Pickup	\$ 23.24 \$ 0.73 \$ 23.97
1	64 gal. Toter			1	199	Weekly	Garbage service only	Per Month	\$ 41.54 \$ 1.30 \$ 42.84
1	96 gal. Toter			1	266	Weekly	Garbage service only	Per Month	\$ 54.03 \$ 1.69 \$ 55.72
1	96 gal. Toter			1	90	Special pickup	Garbage service only	Per Pickup	\$ 32.06 \$ 1.00 \$ 33.06
Each Can, Bag or Bundle				1	30	Occasional	Extra garbage		\$ 7.60 \$ 0.24 \$ 7.84

Additional Toter Charges

Description	Rate Ceiling	Garbage ave.	Schedule	Lbs. Per Mo.	Qualifier	Rate
Over 5 feet but not over 25 feet			1	N.A.	Per Pickup	\$ 0.81 \$ 0.03 \$ 0.84
For additional 25 feet or fraction thereof, add:			1	N.A.	Per Pickup	\$ 0.60 \$ 0.02 \$ 0.62
Drive-ins on driveways over 125 ft			1	N.A.	Per Pickup	\$ 2.89 \$ 0.09 \$ 2.98

Container Service - Permanent Accounts (non-compacted)

Minimum service-weekly pickup

Container Size	Description	Rate Ceiling	Garbage ave.	Schedule	Lbs. Per Mo.	Qualifier	Rate
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1 Yd	Special pickups	2	134	Per Pickup	\$ 36.92	\$ 1.16	\$ 38.08
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	581	Per Month	\$ 123.46	\$ 3.86	\$ 127.32
1.5 Yd	Special pickups	2	192	Per Pickup	\$ 49.11	\$ 1.54	\$ 50.65
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	832	Per Month	\$ 164.99	\$ 5.16	\$ 170.15
2 Yd	Special pickups	2	249	Per Pickup	\$ 61.25	\$ 1.92	\$ 63.17
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	1079	Per Month	\$ 206.32	\$ 6.46	\$ 212.78
3 Yd	Special pickups	2	363	Per Pickup	\$ 85.54	\$ 2.68	\$ 88.22
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	1573	Per Month	\$ 288.93	\$ 9.04	\$ 297.97
4 Yd	Special pickups	2	470	Per Pickup	\$ 109.48	\$ 3.43	\$ 112.91
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	2037	Per Month	\$ 370.18	\$ 11.59	\$ 381.77
6 Yd	Special pickups	2	645	Per Pickup	\$ 155.86	\$ 4.88	\$ 160.74
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	2795	Per Month	\$ 526.02	\$ 16.46	\$ 542.48

Commercial Service - continued

Container Service - Temporary Accounts (non-compacted)

Container Size	Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per P/U	Rate Qualifier			
All Sizes	Initial Delivery	2	N.A.	Per Delivery	\$ 45.86	\$ 1.44	\$ 47.30
1 Yd	Pickup Rate	2	134	Per Pickup	\$ 28.49	\$ 0.89	\$ 29.38
	Daily Rate	2	N.A.	Per Day	\$ 4.25	\$ 0.13	\$ 4.38
	Monthly Rate	2	N.A.	Per Month	\$ 85.10	\$ 2.66	\$ 87.76
1.5 Yd	Pickup Rate	2	192	Per Pickup	\$ 38.08	\$ 1.19	\$ 39.27
	Daily Rate	2	N.A.	Per Day	\$ 4.25	\$ 0.13	\$ 4.38
	Monthly Rate	2	N.A.	Per Month	\$ 98.19	\$ 3.07	\$ 101.26
2 Yd	Pickup Rate	2	249	Per Pickup	\$ 47.60	\$ 1.49	\$ 49.09
	Daily Rate	2	N.A.	Per Day	\$ 4.25	\$ 0.13	\$ 4.38
	Monthly Rate	2	N.A.	Per Month	\$ 111.28	\$ 3.48	\$ 114.76
3 Yd	Pickup Rate	2	363	Per Pickup	\$ 66.70	\$ 2.09	\$ 68.79
	Daily Rate	2	N.A.	Per Day	\$ 5.56	\$ 0.17	\$ 5.73
	Monthly Rate	2	N.A.	Per Month	\$ 124.39	\$ 3.89	\$ 128.28
4 Yd	Pickup Rate	2	470	Per Pickup	\$ 85.45	\$ 2.67	\$ 88.12
	Daily Rate	2	N.A.	Per Day	\$ 6.87	\$ 0.22	\$ 7.09
	Monthly Rate	2	N.A.	Per Month	\$ 137.47	\$ 4.30	\$ 141.77
6 yd	Pickup Rate	2	645	Per Pickup	\$ 121.41	\$ 3.80	\$ 125.21
	Daily Rate	2	N.A.	Per Day	\$ 8.17	\$ 0.26	\$ 8.43
	Monthly Rate	2	N.A.	Per Month	\$ 150.55	\$ 4.71	\$ 155.26

Container Service - Customer Owned (compacted)

Minimum service-weekly pickup

Container Size	Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per P/U	Rate Qualifier			
3 Yd	Special pickups	2	996	Per Pickup	\$ 128.81	\$ 4.03	\$ 132.84
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	4316	Per Month	\$ 557.78	\$ 17.46	\$ 575.24
4 Yd	Special pickups	2	1452	Per Pickup	\$ 161.77	\$ 5.06	\$ 166.83
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	6292	Per Month	\$ 700.62	\$ 21.93	\$ 722.55
5 Yd	Special pickups	2	1880	Per Pickup	\$ 202.52	\$ 6.34	\$ 208.86
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	8146	Per Month	\$ 877.07	\$ 27.45	\$ 904.52
6 Yd	Special pickups	2	2580	Per Pickup	\$ 239.44	\$ 7.49	\$ 246.93
	1 X Per Wk. Pickup (multiply Rate by # of pickups/week)	2	11179	Per Month	\$ 1,036.90	\$ 32.45	#####

Container Service - Miscellaneous

Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier				
Roll-out Charge (moving container more than 5, but less than 20 feet)	2	N.A.	Per Pickup	\$	5.55	\$	0.17 \$ 5.72
Roll-out Charge (moving container each additional 20 feet)	2	N.A.	Per Pickup	\$	5.55	\$	0.17 \$ 5.72
Excess Weight Charge	2	N.A.	Per Pickup	\$	36.71	\$	1.15 \$ 37.86
Washing and Sanitizing Containers and Drop Boxes							
Washing	2	N.A.	Per Yard	\$	4.73	\$	0.15 \$ 4.88
	2	N.A.	Minimum	\$	31.55	\$	0.99 \$ 32.54
Steam Cleaning	2	N.A.	Per Yard	\$	6.60	\$	0.21 \$ 6.81
	2	N.A.	Minimum	\$	49.26	\$	1.54 \$ 50.80
Pickup and redelivery charge	2	N.A.	Round Trip	\$	48.20	\$	1.51 \$ 49.71

Drop Box Service - Permanent Accounts (non-compacted), To Disposal Site and Return

Drop Box Size	Description	Schedule	Lbs. Per Mo.	Qualifier				
12 Yd	First Pickup	2	N.A.	Per Month	\$	169.01	\$	5.29 \$ 174.30
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	75.50	\$	2.36 \$ 77.86
13 Yd	First Pickup	2	N.A.	Per Month	\$	168.65	\$	5.28 \$ 173.93
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	75.50	\$	2.36 \$ 77.86
17 Yd	First Pickup	2	N.A.	Per Month	\$	179.92	\$	5.63 \$ 185.55
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	79.23	\$	2.48 \$ 81.71
20 Yd	First Pickup	2	N.A.	Per Month	\$	179.33	\$	5.61 \$ 184.94
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	79.00	\$	2.47 \$ 81.47
25 Yd	First Pickup	2	N.A.	Per Month	\$	200.79	\$	6.28 \$ 207.07
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	90.52	\$	2.83 \$ 93.35
30 Yd	First Pickup	2	N.A.	Per Month	\$	221.77	\$	6.94 \$ 228.71
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	99.00	\$	3.10 \$ 102.10
40 Yd	First Pickup	2	N.A.	Per Month	\$	271.54	\$	8.50 \$ 280.04
	Additional Pickups (each)	2	N.A.	Per Pickup	\$	128.52	\$	4.02 \$ 132.54
All Sizes	Excess Mileage Beyond 10 miles	2	N.A.	Per Mile	\$	3.14	\$	0.10 \$ 3.24
	Lid Charge	2	N.A.	Per Month	\$	13.75	\$	0.43 \$ 14.18

Commercial Service - continued

Drop Box Service - Temporary Accounts (non-compacted), To Disposal Site and Return

Drop Box Size	Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier				
12 Yd	Pickup Rate	2	N.A.	Per Pickup	\$	91.06	\$	2.85 \$ 93.91
	Daily Rate	2	N.A.	Per Day	\$	5.47	\$	0.17 \$ 5.64
	Monthly Rate	2	N.A.	Per Month	\$	158.78	\$	4.97 \$ 163.75
13 Yd	Pickup Rate	2	N.A.	Per Pickup	\$	91.06	\$	2.85 \$ 93.91
	Daily Rate	2	N.A.	Per Day	\$	5.42	\$	0.17 \$ 5.59
	Monthly Rate	2	N.A.	Per Month	\$	158.11	\$	4.95 \$ 163.06
17 Yd	Pickup Rate	2	N.A.	Per Pickup	\$	95.13	\$	2.98 \$ 98.11
	Daily Rate	2	N.A.	Per Day	\$	5.69	\$	0.18 \$ 5.87
	Monthly Rate	2	N.A.	Per Month	\$	166.50	\$	5.21 \$ 171.71
20 Yd	Pickup Rate	2	N.A.	Per Pickup	\$	94.92	\$	2.97 \$ 97.89

	Daily Rate	2	N.A.	Per Day	\$ 5.67	\$ 0.18	\$ 5.85
	Monthly Rate	2	N.A.	Per Month	\$ 165.83	\$ 5.19	\$ 171.02
25 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 104.99	\$ 3.29	\$ 108.28
	Daily Rate	2	N.A.	Per Day	\$ 5.98	\$ 0.19	\$ 6.17
	Monthly Rate	2	N.A.	Per Month	\$ 176.14	\$ 5.51	\$ 181.65
30 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 115.21	\$ 3.61	\$ 118.82
	Daily Rate	2	N.A.	Per Day	\$ 6.39	\$ 0.20	\$ 6.59
	Monthly Rate	2	N.A.	Per Month	\$ 188.96	\$ 5.91	\$ 194.87
40 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 150.13	\$ 4.70	\$ 154.83
	Daily Rate	2	N.A.	Per Day	\$ 8.59	\$ 0.27	\$ 8.86
	Monthly Rate	2	N.A.	Per Month	\$ 257.00	\$ 8.04	\$ 265.04
All Sizes	Initial Delivery	2	N.A.	One Time	\$ 70.37	\$ 2.20	\$ 72.57
	Excess Mileage Beyond 10 miles	2	N.A.	Per Mile	\$ 3.14	\$ 0.10	\$ 3.24
	Lid Charge	2	N.A.	Per Month	\$ 13.75	\$ 0.43	\$ 14.18

Drop Box Service - Customer Owned (compacted), To Disposal Site and Return

Drop Box Size	Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier			
8 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 161.41	\$ 5.05	\$ 166.46
10 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 160.67	\$ 5.03	\$ 165.70
12 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 164.47	\$ 5.15	\$ 169.62
15 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 164.85	\$ 5.16	\$ 170.01
18 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 168.10	\$ 5.26	\$ 173.36
20 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 169.18	\$ 5.30	\$ 174.48
25 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 178.09	\$ 5.57	\$ 183.66
30 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 198.00	\$ 6.20	\$ 204.20
35 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 226.50	\$ 7.09	\$ 233.59
40 Yd	Pickup Rate	2	N.A.	Per Pickup	\$ 236.08	\$ 7.39	\$ 243.47
All Sizes	Excess Mileage Beyond 10 miles	2	N.A.	Per Mile	\$ 3.14	\$ 0.10	\$ 3.24

Infectious Waste

Gallons Total Per Pickup	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier			
0-10	2	N.A.	Per Gallon	\$ 3.26	\$ 0.10	\$ 3.36
11-20	2	N.A.	Per Gallon	\$ 2.82	\$ 0.09	\$ 2.91
21-30	2	N.A.	Per Gallon	\$ 2.81	\$ 0.09	\$ 2.90
31-40	2	N.A.	Per Gallon	\$ 2.78	\$ 0.09	\$ 2.87
41-50	2	N.A.	Per Gallon	\$ 2.76	\$ 0.09	\$ 2.85
51-60	2	N.A.	Per Gallon	\$ 2.65	\$ 0.08	\$ 2.73
61-70	2	N.A.	Per Gallon	\$ 2.53	\$ 0.08	\$ 2.61
71-80	2	N.A.	Per Gallon	\$ 2.42	\$ 0.08	\$ 2.50
81-90	2	N.A.	Per Gallon	\$ 2.27	\$ 0.07	\$ 2.34
91-100	2	N.A.	Per Gallon	\$ 2.13	\$ 0.07	\$ 2.20
101-110	2	N.A.	Per Gallon	\$ 2.02	\$ 0.06	\$ 2.08
111-120	2	N.A.	Per Gallon	\$ 1.98	\$ 0.06	\$ 2.04
121-130	2	N.A.	Per Gallon	\$ 1.90	\$ 0.06	\$ 1.96
131-140	2	N.A.	Per Gallon	\$ 1.80	\$ 0.06	\$ 1.86
141-150	2	N.A.	Per Gallon	\$ 1.71	\$ 0.05	\$ 1.76
151-160	2	N.A.	Per Gallon	\$ 1.69	\$ 0.05	\$ 1.74

161-170	2	N.A.	Per Gallon	\$	1.65	\$	0.05	\$	1.70
171-180	2	N.A.	Per Gallon	\$	1.63	\$	0.05	\$	1.68
181-190	2	N.A.	Per Gallon	\$	1.58	\$	0.05	\$	1.63
191-200	2	N.A.	Per Gallon	\$	1.54	\$	0.05	\$	1.59
201-210	2	N.A.	Per Gallon	\$	1.52	\$	0.05	\$	1.57
211-220	2	N.A.	Per Gallon	\$	1.47	\$	0.05	\$	1.52
221-230	2	N.A.	Per Gallon	\$	1.42	\$	0.04	\$	1.46
231-240	2	N.A.	Per Gallon	\$	1.38	\$	0.04	\$	1.42
241-250	2	N.A.	Per Gallon	\$	1.36	\$	0.04	\$	1.40
251-260	2	N.A.	Per Gallon	\$	1.35	\$	0.04	\$	1.39
261-270	2	N.A.	Per Gallon	\$	1.30	\$	0.04	\$	1.34
271-280	2	N.A.	Per Gallon	\$	1.28	\$	0.04	\$	1.32
281-290	2	N.A.	Per Gallon	\$	1.26	\$	0.04	\$	1.30
291-300	2	N.A.	Per Gallon	\$	1.26	\$	0.04	\$	1.30
301-310	2	N.A.	Per Gallon	\$	1.25	\$	0.04	\$	1.29
311-320	2	N.A.	Per Gallon	\$	1.23	\$	0.04	\$	1.27
321-330	2	N.A.	Per Gallon	\$	1.20	\$	0.04	\$	1.24
331-340	2	N.A.	Per Gallon	\$	1.18	\$	0.04	\$	1.22
341-350	2	N.A.	Per Gallon	\$	1.18	\$	0.04	\$	1.22
351-360	2	N.A.	Per Gallon	\$	1.17	\$	0.04	\$	1.21
361-370	2	N.A.	Per Gallon	\$	1.14	\$	0.04	\$	1.18
371-380	2	N.A.	Per Gallon	\$	1.13	\$	0.04	\$	1.17
381-390	2	N.A.	Per Gallon	\$	1.11	\$	0.03	\$	1.14
391-400	2	N.A.	Per Gallon	\$	1.11	\$	0.03	\$	1.14
401-410	2	N.A.	Per Gallon	\$	1.09	\$	0.03	\$	1.12
411-420	2	N.A.	Per Gallon	\$	1.09	\$	0.03	\$	1.12
421-430	2	N.A.	Per Gallon	\$	1.08	\$	0.03	\$	1.11
431-440	2	N.A.	Per Gallon	\$	1.08	\$	0.03	\$	1.11
441-450	2	N.A.	Per Gallon	\$	1.07	\$	0.03	\$	1.10
451-460	2	N.A.	Per Gallon	\$	1.07	\$	0.03	\$	1.10
461-470	2	N.A.	Per Gallon	\$	1.06	\$	0.03	\$	1.09
471-480	2	N.A.	Per Gallon	\$	1.06	\$	0.03	\$	1.09
481-490	2	N.A.	Per Gallon	\$	1.02	\$	0.03	\$	1.05
491-500	2	N.A.	Per Gallon	\$	1.02	\$	0.03	\$	1.05

Infectious Waste - Miscellaneous

Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier						
On-call Service, Add	2	N.A.	Per Pickup	\$	8.56	\$	0.27	\$	8.83
Special Pick-up, Add	2	N.A.	Per Pickup	\$	8.56	\$	0.27	\$	8.83
Minimum Charge	2	N.A.	Per Month	\$	32.61	\$	1.02	\$	33.63

Note: Rates shown do not include City and State taxes.

January 21, 2020

**UNIVERSITY
PLACE**

REFUSE AND RECYCLING

STOP

24

RECYCLING COMMODITY PRICING UPDATE 1/2020



BACKGROUND: HOW DID WE GET HERE?

- **IN 2018, CHINA QUIT ACCEPTING THE WORLD'S RECYCLING**
- **MANY OTHER ASIAN MARKETS HAVE FOLLOWED SUIT IN 2019**
- **AN OVERSUPPLY OF PRODUCT LED TO A MAJOR CRASH IN PRICING**

WHAT HAS HAPPENED SINCE?

- THE COST OF RECYCLING CONTINUES TO GO UP
- NEW MARKETS ARE OPENING, BUT NOT FAST ENOUGH TO DIMINISH SUPPLY



**HOW ARE OTHERS
DEALING WITH
THIS?**



Rate surcharge on most common service

