1. CALL REGULAR MEETING TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE – Councilmember Keel

4. APPROVAL OF AGENDA

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.)

6A. – 6C. CONSENT AGENDA

   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.)

8. EMERGENCY VEHICLE ACCESS REGULATIONS (TITLE 13 UPMC)    
(Second study for a passage of an Ordinance.)

9. FIRE CODE AMENDMENTS (TITLE 14 UPMC)    
(Second study for a passage of an Ordinance.)

10. PARKS, RECREATION AND OPEN SPACE (PROS) PLAN

11. UNIVERSITY PLACE REFUSE RECYCLING SURCHARGE INCREASE

12. ADJOURNMENT
<table>
<thead>
<tr>
<th>Date</th>
<th>Type of Meeting</th>
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<tbody>
<tr>
<td>January 25, 2020</td>
<td>Special Council Meeting</td>
</tr>
<tr>
<td>February 3, 2020</td>
<td>Regular Council Meeting</td>
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<tr>
<td>February 18, 2020</td>
<td>Regular Council Meeting</td>
</tr>
<tr>
<td>March 2, 2020</td>
<td>Regular Council Meeting</td>
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</table>

Preliminary City Council Agenda subject to change without notice*
Complete Agendas will be available 24 hours prior to scheduled meeting.
To obtain Council Agendas, please visit [www.cityofup.com](http://www.cityofup.com).

American Disability Act (ADA) Accommodations Provided Upon Advance Request
Call the City Clerk at 253-566-5656
APPROVAL OF CONSENT AGENDA
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:

<table>
<thead>
<tr>
<th>Councilmember</th>
<th>Present</th>
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<tbody>
<tr>
<td>Figueroa</td>
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<tr>
<td>Pro Tem Lee</td>
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<tr>
<td>McCluskey</td>
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<tr>
<td>Flemming</td>
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<tr>
<td>Worthington</td>
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<tr>
<td>Pro Tem Belleci</td>
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<tr>
<td>Keel</td>
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</tbody>
</table>

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
SUMMARY / POLICY ISSUES

In 2019, the Governor signed Substitute House Bill 1406 (Chapter 338, 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
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.

Expected Expenditure  
Required: $37,882.00

Appropriation

Amount
Budgeted: $43,750.00
Required: $0.00

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

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:

APPROVED AS TO FORM:

Office of the City Attorney
City of University Place
Date: 5/14/2016

PIERCE COUNTY:

Approved as to legal form only:

DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

BUDGET & FINANCE Date

Approved:

DEPARTMENT DIRECTOR Date

COUNTY EXECUTIVE Date

($250,000 or more)
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, 2016.

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 ortho photo 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, 2014.

PARTNER:

Name

Signature

Date

Title of Signatory

Mailing Address:

Street Address, (if different):

Contact Name:

Contact Phone:

Contact Email:

PIERCE COUNTY:

Deputy Prosecuting Attorney

(Approved as to legal form only)

Recommended:

Budget and Finance

Approved:

Department Director

Department Director

or

Pierce County Executive

($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 26th 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 Swindle
Contact Phone: 253-460-2519
Contact Email: dswindle@cityof up.com

PIERCE COUNTY:

Approved as to legal form only:

DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

BUDGET & FINANCE Date

Approved:

DEPARTMENT DIRECTOR 10/26/2016

N/A COUNTY EXECUTIVE
($250,000 or more) Date
### 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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<th>CountyView Suite - Pierce County's Subscription GIS system</th>
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#### Services

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| CVWeb and CVPro Agency Support | Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes:  
- 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" 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. |
| 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. |

#### Charges

| Charges |  
|---------|---------------------------------------------------------------|
| 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 |  
| No extra fee |  
| Included |  
| CVWeb = 12 hrs/user/yr |  
| CVPro = 20 hrs/user/yr |  
| (up to a maximum of 180 hrs/yr/agency for all applications) | Included |
### ArcGIS Online Services

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.
AGO users who do not need a field device (desktop use only) will not be billed for iPad fees.
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).
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.
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.

### GPS Training

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.

### 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 technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions.
- If necessary, 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.

### Ortho Partner Option

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.

$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

Total based on number of iPads, users and credits consumed.

**$150/person with a minimum of 6 students.**

**$150/student**

No extra fee

Included

$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 only.)

Cost based on number of users up to maximum fee of $7,500 per user per agency

---

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: **J. Smith**

Date: **10/26/2016**

Pierce County IT Spatial Services Manager: **Brandy Riche**

Date: **10/26/16**

Licensee/City of University Place: **[Signature]**

Date: **10-24-16**

---

A-2
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.

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

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

Name: Stephen P. Sugrue
Signature: Stephen P. Sugrue
Title of Signatory: City Manager
Address: 3715 Bridgeport Way W., University Place, WA 98466
Mailing Address: Same
Contact: David Swindale
Phone: 410-2519
Email: dswindale@cityofup.com

PIERCE COUNTY:

Deputy Prosecuting Attorney (Approved as to form only)
Recommended:
Budget and Finance
Approved:
Department Director (less than $250,000)
Or
Pierce County Executive ($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 |

| 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

| 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. |
| Charges | 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. |
| Charges | 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. |
| Charges | 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. |
| Charges | N/A |

### Security

| Remote Access Authorization: | 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. |
| Encryption: | 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. |
| Charges | 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:

- **S. Hill**, Pierce County Director of Information Technology, Date: 9/16/2014
- **W. L. Thompson**, Pierce County IT Governance and Service Delivery Manager, Date: 8/22/14
- Requestor, Date: 7/23/14
# Exhibit A - CountyView
## SCOPE OF SERVICES

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### CVWeb and CVPro Agency Support
Analyst assistance for up to a maximum of 180 hours/yr/agency for all GIS applications. Support includes:
- 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

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 1" 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.

### 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.

## Charges

<table>
<thead>
<tr>
<th>CVWeb</th>
<th>$1,365/ea/yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>CVPro</td>
<td>$3,995/ea/yr</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Total based on options and number of users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Included</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>CVWeb</th>
<th>12 hrs/ea/yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>CVPro</td>
<td>20 hrs/ea/yr</td>
</tr>
</tbody>
</table>

(up to a maximum of 180 hrs/yr/agency for all applications)

<table>
<thead>
<tr>
<th>Included</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>CountyView Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>No extra fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>The GIS Community Service</td>
</tr>
<tr>
<td>---------------------------</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Conducting Technical meetings as necessary to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ortho Partner</th>
<th>$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)</th>
<th>Cost based on number of users up to maximum fee of $6,500 per year per agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Pierce County Information Technology Dept. Director</th>
<th>9/10/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pierce County GIS &amp; Applications Manager</th>
<th>8/15/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requestor</th>
<th>7/23/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Date</td>
</tr>
</tbody>
</table>


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.

<table>
<thead>
<tr>
<th>Agency/Employer Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee/Contractor Information:</strong></td>
<td></td>
</tr>
<tr>
<td>First Name:</td>
<td></td>
</tr>
<tr>
<td>Last Name:</td>
<td></td>
</tr>
<tr>
<td>Office Phone:</td>
<td>-</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>Employee/Contractor Signature:</td>
</tr>
<tr>
<td>Date:</td>
<td>Pierce County Authorizing Signature:</td>
</tr>
</tbody>
</table>

(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 facilities 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 exits. 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.
Information Technology Department
Community Information/Network Services Agreement for Access to Pierce County Systems

December 6, 2019

To: David Swindle
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.

<table>
<thead>
<tr>
<th>Exhibit A</th>
<th>Charge</th>
<th>2019 Rate</th>
<th>2020 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>External Services Hourly Rate</td>
<td>$117</td>
<td>$116</td>
</tr>
<tr>
<td>Wide Area Network</td>
<td>External User Fee</td>
<td>$15 per user per month</td>
<td>$15 per user per month</td>
</tr>
<tr>
<td>Workday Financials</td>
<td>User per month (up to 2 users per district paid for by Pierce County Budget &amp; Finance)</td>
<td>$40 per user per month</td>
<td>$40 per user per month</td>
</tr>
<tr>
<td>Services for Outside Districts</td>
<td>LINX Full Operational System</td>
<td>$59 per user per month</td>
<td>$59 per user per month</td>
</tr>
<tr>
<td>Legal Information Network eXchange (LINX)</td>
<td>LINX IGN System</td>
<td>$22 per user per month</td>
<td>$22 per user per month</td>
</tr>
<tr>
<td>CountyView*</td>
<td>CountyView Web/Pro Package</td>
<td>9 users $24,000 per year</td>
<td>9 users $24,000 per year</td>
</tr>
<tr>
<td>CountyView Web</td>
<td>$1,450 per person per year</td>
<td>$1,450 per person per year</td>
<td></td>
</tr>
<tr>
<td>CountyView Pro</td>
<td>$4,250 per person per year</td>
<td>$4,250 per person per year</td>
<td></td>
</tr>
<tr>
<td>Ortho Partner Option ($7,500 max per organization)</td>
<td>$1,000 per person per year</td>
<td>$1,000 per person per year</td>
<td></td>
</tr>
<tr>
<td>ArcGIS Training</td>
<td>$375 per student</td>
<td>$375 per student</td>
<td></td>
</tr>
<tr>
<td>GPS Training</td>
<td>$175 per student</td>
<td>$175 per student</td>
<td></td>
</tr>
<tr>
<td>ArcGIS Online Services</td>
<td>AGO iPad device</td>
<td>$77 per user per month</td>
<td>$77 per user per month</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>AGO License Fee – Publisher</td>
<td>$33.33 per user per month</td>
<td>$33.33 per user per month</td>
<td></td>
</tr>
<tr>
<td>AGO License Fee – Editor</td>
<td>$25 per user per month</td>
<td>$25 per user per month</td>
<td></td>
</tr>
<tr>
<td>AGO License Fee – Fieldworker</td>
<td>$16.66 per user per month</td>
<td>$16.66 per user per month</td>
<td></td>
</tr>
<tr>
<td>AGO License Fee – Viewer</td>
<td>$8.33 per user per month</td>
<td>$8.33 per user per month</td>
<td></td>
</tr>
<tr>
<td>iPad Set up Fee per user</td>
<td>$250 per user Maximum total</td>
<td>$250 per user Maximum total</td>
<td></td>
</tr>
</tbody>
</table>

* 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
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 PLACE 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
## 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/IIB; 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/IIB, 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/IIB, 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.
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.
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.
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.
Goal 6: Access to Parks
Ensure safe and convenient access to recreational lands, facilities and programs.
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.
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.
<table>
<thead>
<tr>
<th>Park Name + Location</th>
<th>General Maintenance</th>
<th>Permanent Restrooms</th>
<th>Structures</th>
<th>Playground</th>
<th>Sports Fields</th>
<th>Nature Trails</th>
<th>Signage + Wayfinding</th>
<th>Wildlife Habitat</th>
<th>Public Art</th>
<th>Landscaping</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunset Terrace</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>n/a</td>
<td>5</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1902 Seaview St W</td>
<td>Well-kept, no obvious HSW concerns</td>
<td>Clean, no evidence of vandalism. ADA accessible.</td>
<td>Well-kept, no obvious HSW concerns</td>
<td>ADA accessible, no obvious HSW concerns. Not appropriate for all ages.</td>
<td>Standing water in infield, rusting fencing and backstop. Light graffiti on adjacent seatwalls.</td>
<td>n/a</td>
<td>Obvious welcome sign</td>
<td>Little to no habitat or food source for wildlife</td>
<td>Painted boulder by street, not particularly visible</td>
<td>Well-kept, no obvious HSW concerns</td>
<td>Off-street gravel lot; adjacent to transit stop</td>
</tr>
</tbody>
</table>
PROS Planning Process

- Inventory & Assessment
  - 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

<table>
<thead>
<tr>
<th>Completion Rate: 76.2%</th>
<th>Complete</th>
<th>Partial</th>
</tr>
</thead>
<tbody>
<tr>
<td>672</td>
<td>210</td>
<td>Totals: 882</td>
</tr>
</tbody>
</table>

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)

- 2.8% Other/Unsure
- 7.3% I live outside University Place
- 7.0% South Slope
- 4.5% Twin Hills
- 5.6% Central
- 5.3% South Grandview
- 6.9% East University Place
- 14.2% Narrow Drum
- 8.8% Beckonridge Ridgeview
- 4.3% City Center & Morrison Pond
- 12.3% Curtis & Menlo Park
- 7.1% Day Island & Parkway
- 9.2% North University Place
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)

- Walking/Biking Trails
- Unpaved Nature Trails
- Beach Access/Shoreline Areas
- Picnic Shelter/Covered Areas
- Open Space/Natural Habitats
- Dog Areas
- Spray Park/Water Playgrounds
- Soccer/Football Fields
- Community Recreation Centers
- Skate/BMX Parks
- Kayaking/Canoing
- Youth Fields (baseball/softball)
- Volleyball
- Other/Add Options

32% of write-in comments specifically identified Pickleball.

Multi-use fields

*Note: People Adding Wishes in Comments on This Question*
Public Survey (Needs) - Results

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%) → 82% Agreement
5. Community Center/Indoor Facilities (43.9%)
6. Urban Trails/Sidewalks (Non-Motorized) (42.7%)
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.
8. What are some of the existing barriers or reasons why you may not use available recreational facilities within University Place?

- Funding/maintenance: 163
- Antisocial behavior/drug use: 189
- Missing amenities: 177
- Overcrowding: 189
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
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!

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
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.

<table>
<thead>
<tr>
<th></th>
<th>12/17/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>12 Months</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Effective Nov 2018 -</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Rate</strong></td>
<td>Oct 2019</td>
</tr>
<tr>
<td><strong>Customer Revenues</strong></td>
<td>$6,590,578.00</td>
</tr>
<tr>
<td><strong>Comingled Recycling Revenues</strong></td>
<td></td>
</tr>
<tr>
<td><strong>-193,114.44</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Add 5% City Agreement Fee</strong></td>
<td>5.00%</td>
</tr>
<tr>
<td><strong>Wa. State B&amp;O Tax 1.5%</strong></td>
<td>1.50%</td>
</tr>
<tr>
<td><strong>Requested Surcharge amount</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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.
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**

<table>
<thead>
<tr>
<th>Garbage Service Level</th>
<th>Pickup Frequency</th>
<th>Current Rate Effective 3/01/19</th>
<th>Proposed Increase</th>
<th>Proposed Rate Effective 3/1/20</th>
<th>Proposed Rate Increase as a %</th>
<th>Proposed Recy Surcharge 3.13%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-24 gal. toter w/ recycling</td>
<td>every-other week</td>
<td>20.38 $0.42 20.80 2.05% $0.65</td>
<td>28.42 $0.68 $29.09 2.39% $0.91</td>
<td>1-64 gal. toter w/ recycling</td>
<td>every-other week</td>
<td>$120.90 $2.57 $123.46 2.12% 43.86</td>
</tr>
<tr>
<td>1-1 Yd. Container</td>
<td>1 X per week</td>
<td>$193.114</td>
<td>3.13%</td>
<td>$196.247</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
<th>Final Base Rate effective 3/1/2020</th>
<th>Recycling Commodity effective 3/1/2020</th>
<th>Total Base Rate Surcharge effective 3/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late charge on delinquent balances</td>
<td></td>
<td></td>
<td></td>
<td>Per Month</td>
<td>1.50%</td>
<td>3.13%</td>
</tr>
<tr>
<td>Rate</td>
<td>1</td>
<td>N.A.</td>
<td></td>
<td>Per Month</td>
<td>$ 6.99</td>
<td>$ 0.22</td>
</tr>
<tr>
<td>Minimum</td>
<td>1</td>
<td>N.A.</td>
<td></td>
<td>Per Month</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Account Restart Fee (after stoppage due to delinquency)**

- Residential and commercial Garbage Toter Accounts: 1 N.A.
- Commercial Container, Drop Box & Compactor Accounts: N.A.
- Waste Broker** Accounts (applies to all Waste Broker Accounts regardless of service type): N.A.

*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.

<table>
<thead>
<tr>
<th>Can over size/weight</th>
<th>1</th>
<th>N.A.</th>
<th>Each time</th>
<th>$ 11.52</th>
<th>$ 0.36</th>
<th>$ 11.88</th>
</tr>
</thead>
</table>

**Overtime Charges**

<table>
<thead>
<tr>
<th>Overtime Charges</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
<th>Final Base Rate effective 3/1/2020</th>
<th>Recycling Commodity effective 3/1/2020</th>
<th>Total Base Rate Surcharge effective 3/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Hour</td>
<td>1</td>
<td>N.A.</td>
<td></td>
<td>Per Hour</td>
<td>$ 45.60</td>
<td>$ 1.43</td>
</tr>
<tr>
<td>Minimum</td>
<td>1</td>
<td>N.A.</td>
<td></td>
<td>Minimum</td>
<td>$ 45.60</td>
<td>$ 1.43</td>
</tr>
</tbody>
</table>

Assessed in addition to regular charges shown when customer requires service during Overtime and Holiday periods.

**Return Trip Charges**

<table>
<thead>
<tr>
<th>Return Trip Charges</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
<th>Final Base Rate effective 3/1/2020</th>
<th>Recycling Commodity effective 3/1/2020</th>
<th>Total Base Rate Surcharge effective 3/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycling, Yard Waste, or Garbage Toter (all sizes)</td>
<td>1</td>
<td>N.A.</td>
<td>Each Time</td>
<td>$ 20.89</td>
<td>$ 0.65</td>
<td>$ 21.54</td>
</tr>
<tr>
<td>Drop Box</td>
<td>2</td>
<td>N.A.</td>
<td></td>
<td>Each Time</td>
<td>$ 41.24</td>
<td>$ 1.29</td>
</tr>
<tr>
<td>Container</td>
<td>2</td>
<td>N.A.</td>
<td></td>
<td>Each Time</td>
<td>$ 41.60</td>
<td>$ 1.30</td>
</tr>
</tbody>
</table>

**Gate charge**

<table>
<thead>
<tr>
<th>Gate charge</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
<th>Final Base Rate effective 3/1/2020</th>
<th>Recycling Commodity effective 3/1/2020</th>
<th>Total Base Rate Surcharge effective 3/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>2</td>
<td>N.A.</td>
<td></td>
<td>Each Time</td>
<td>$ 6.75</td>
<td>$ 0.21</td>
</tr>
<tr>
<td>Monthly Minimum</td>
<td>2</td>
<td>N.A.</td>
<td></td>
<td>Minimum</td>
<td>$ 29.26</td>
<td>$ 0.92</td>
</tr>
</tbody>
</table>

**Unlocking Charge**

<table>
<thead>
<tr>
<th>Unlocking Charge</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
<th>Final Base Rate effective 3/1/2020</th>
<th>Recycling Commodity effective 3/1/2020</th>
<th>Total Base Rate Surcharge effective 3/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>2</td>
<td>N.A.</td>
<td></td>
<td>Each Time</td>
<td>$ 3.37</td>
<td>$ 0.11</td>
</tr>
<tr>
<td>Monthly Minimum</td>
<td>2</td>
<td>N.A.</td>
<td></td>
<td>Minimum</td>
<td>$ 14.61</td>
<td>$ 0.46</td>
</tr>
</tbody>
</table>

**Disposal Fees**

<table>
<thead>
<tr>
<th>Disposal Fees</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
<th>Final Base Rate effective 3/1/2020</th>
<th>Recycling Commodity effective 3/1/2020</th>
<th>Total Base Rate Surcharge effective 3/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Recovery - MSW (per ton)</td>
<td>4</td>
<td>N.A.</td>
<td></td>
<td>Per Ton</td>
<td>$ 183.09</td>
<td>$ 5.73</td>
</tr>
<tr>
<td>Demolition (per ton)</td>
<td>4</td>
<td>N.A.</td>
<td></td>
<td>Per Ton</td>
<td>$ 183.09</td>
<td>$ 5.73</td>
</tr>
<tr>
<td>Car Tires (each)</td>
<td>4</td>
<td>N.A.</td>
<td></td>
<td>Each</td>
<td>$ 10.75</td>
<td>$ 0.34</td>
</tr>
<tr>
<td>Truck Tires (each)</td>
<td>4</td>
<td>N.A.</td>
<td></td>
<td>Each</td>
<td>$ 17.92</td>
<td>$ 0.56</td>
</tr>
<tr>
<td>Appliances (each)</td>
<td>4</td>
<td>N.A.</td>
<td></td>
<td>Each</td>
<td>$ 53.74</td>
<td>$ 1.68</td>
</tr>
</tbody>
</table>
### Ash (per yard)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Rate (Per Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$49.27 $1.54 $50.81</td>
</tr>
</tbody>
</table>

### Asbestos (per yard)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Rate (Per Yard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$268.79 $8.41 $277.20</td>
</tr>
</tbody>
</table>

### Rate per Hour

#### Single Rear-Drive Axle Truck

- Non-Packer Truck and Driver
  - Rate: $50.80 $1.59 $52.39
- Packer Truck and Driver
  - Rate: $81.26 $2.54 $83.80
- Drop Box Truck and Driver
  - Rate: $51.71 $1.62 $53.33

#### Each Extra Person

- Rate: $40.63 $1.27 $41.90

#### Tandem Rear-Drive Axle Truck

- Packer Truck and Driver
  - Rate: $101.60 $3.18 $104.78
- Tractor or Drop Box Truck and Driver
  - Rate: $103.45 $3.24 $106.69

### Refunds

- Minimum: $9.17 $0.29 $9.46

### Residential Service

#### Residential Garbage and Recycling

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Size</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Frequency</th>
<th>Description</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24 gal. Toter</td>
<td>Every-other Wk</td>
<td>$22.60 $0.71 $23.31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>24 gal. Toter</td>
<td>Every-other Wk</td>
<td>$20.80 $0.65 $21.45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>48 gal. Toter</td>
<td>Every-other Wk</td>
<td>$26.92 $0.84 $27.76</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>48 gal. Toter</td>
<td>Every-other Wk</td>
<td>$25.11 $0.79 $25.90</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>48 gal. Toter</td>
<td>Weekly</td>
<td>$37.95 $1.19 $39.14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>48 gal. Toter</td>
<td>Weekly</td>
<td>$36.12 $1.13 $37.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>Every-other Wk</td>
<td>$39.95 $0.97 $41.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>Every-other Wk</td>
<td>$29.09 $0.91 $30.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>Every-other Wk</td>
<td>$45.19 $1.41 $46.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>Every-other Wk</td>
<td>$41.54 $1.30 $42.84</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>Every-other Wk</td>
<td>$59.48 $1.86 $61.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>96 gal. Toter</td>
<td>Every-other Wk</td>
<td>$54.03 $1.69 $55.72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>96 gal. Toter</td>
<td>Every-other Wk</td>
<td>$5.08 $0.16 $5.24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>48 gal. Toter</td>
<td>Extra on-route pickup</td>
<td>$9.14 $0.29 $9.43</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>48 gal. Toter</td>
<td>Extra on-route pickup</td>
<td>$12.21 $0.38 $12.59</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>Extra on-route pickup</td>
<td>$7.34 $0.23 $7.57</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N.A.</td>
<td>Every-other Wk</td>
<td>$15.00 $0.47 $15.47</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### Residential Service - continued

#### Additional Residential Toter Services

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Description</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per Mo.</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly</td>
<td>Over 5 feet but not over 25 feet</td>
<td>$3.57 $0.11 $3.68</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For each additional 25 feet or fraction thereof, add:</td>
<td>$2.70 $0.08 $2.78</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drive-ins on driveways over 125 ft</td>
<td>$12.63 $0.40 $13.03</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Yardwaste Collection
### Rate Ceiling Garbage ave. Rate

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Size</th>
<th>Schedule</th>
<th>Lbs. Per Mo.</th>
<th>Frequency</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>1</td>
<td>N.A.</td>
<td>Every-other Wk</td>
<td>Yardwaste service only</td>
<td>$6.66</td>
</tr>
<tr>
<td>1</td>
<td>64 gal. Toter</td>
<td>1</td>
<td>N.A.</td>
<td>Special Pickup</td>
<td>Yardwaste service only</td>
<td>$14.91</td>
</tr>
<tr>
<td>1</td>
<td>96 gal. Toter</td>
<td>1</td>
<td>N.A.</td>
<td>Every-other Wk</td>
<td>Yardwaste service only</td>
<td>$8.70</td>
</tr>
<tr>
<td>1</td>
<td>96 gal. Toter</td>
<td>1</td>
<td>N.A.</td>
<td>Special Pickup</td>
<td>Yardwaste service only</td>
<td>$14.91</td>
</tr>
<tr>
<td>Each Can, Bag or Bundle</td>
<td>1</td>
<td>N.A.</td>
<td>Occasional</td>
<td>Extra Yardwaste</td>
<td>Per Pickup</td>
<td>$2.66</td>
</tr>
<tr>
<td>Each Time</td>
<td>1</td>
<td>N.A.</td>
<td></td>
<td></td>
<td></td>
<td>$23.86</td>
</tr>
</tbody>
</table>

### Multi-Family Recycling

<table>
<thead>
<tr>
<th>Rate Ceiling Garbage ave. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>Recycling Customers</td>
</tr>
<tr>
<td>Non-recycling Customers</td>
</tr>
</tbody>
</table>

### Loose and Bulky Material

<table>
<thead>
<tr>
<th>Rate Ceiling Garbage ave. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>Bulky Materials</td>
</tr>
<tr>
<td>Carry Charge (per each 5 feet over 8 feet distance)</td>
</tr>
<tr>
<td>Loose Material</td>
</tr>
<tr>
<td>Carry Charge (per each 5 feet over 8 feet distance)</td>
</tr>
</tbody>
</table>

### Special Pickups - Add Time Charges To Rates Shown Above

### Commercial Service

#### Commercial Garbage Toters

<table>
<thead>
<tr>
<th>Rate Ceiling Garbage ave. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>1 64 gal. Toter</td>
</tr>
<tr>
<td>1 64 gal. Toter</td>
</tr>
<tr>
<td>1 96 gal. Toter</td>
</tr>
<tr>
<td>1 96 gal. Toter</td>
</tr>
<tr>
<td>Each Can, Bag or Bundle</td>
</tr>
<tr>
<td>Each Can, Bag or Bundle</td>
</tr>
</tbody>
</table>

### Additional Toter Charges

<table>
<thead>
<tr>
<th>Rate Ceiling Garbage ave. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>Over 5 feet but not over 25 feet</td>
</tr>
<tr>
<td>For additional 25 feet or fraction thereof, add:</td>
</tr>
<tr>
<td>Drive-ins on driveways over 125 ft</td>
</tr>
</tbody>
</table>

### Container Service - Permanent Accounts (non-compacted)

<table>
<thead>
<tr>
<th>Rate Ceiling Garbage ave. Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Size</td>
</tr>
<tr>
<td>Minimum service-weekly pickup</td>
</tr>
</tbody>
</table>

---

*Note: The above table contains pricing information for various waste management services, including garbage collection, recycling, and bulky material pickup. Each entry specifies the quantity, size, schedule, frequency, description, and rate for different services and conditions.*
### Container Service - Temporary Accounts (non-compacted)

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Description</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per P/U Qualifier</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Sizes</td>
<td>Initial Delivery</td>
<td>2 N.A.</td>
<td></td>
<td>Per Delivery $ 45.86</td>
</tr>
<tr>
<td>1 Yd</td>
<td>Pickup Rate</td>
<td>2 134</td>
<td></td>
<td>Per Pickup $ 28.49</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $ 4.25</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $ 85.10</td>
</tr>
<tr>
<td>1.5 Yd</td>
<td>Pickup Rate</td>
<td>2 192</td>
<td></td>
<td>Per Pickup $ 38.08</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $ 4.25</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $ 90.19</td>
</tr>
<tr>
<td>2 Yd</td>
<td>Pickup Rate</td>
<td>2 249</td>
<td></td>
<td>Per Pickup $ 47.60</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $ 4.25</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $ 111.28</td>
</tr>
<tr>
<td>3 Yd</td>
<td>Pickup Rate</td>
<td>2 363</td>
<td></td>
<td>Per Pickup $ 66.70</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $ 5.56</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $ 124.39</td>
</tr>
<tr>
<td>4 Yd</td>
<td>Pickup Rate</td>
<td>2 470</td>
<td></td>
<td>Per Pickup $ 85.45</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $ 6.67</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $ 137.47</td>
</tr>
<tr>
<td>6 yd</td>
<td>Pickup Rate</td>
<td>2 645</td>
<td></td>
<td>Per Pickup $ 121.41</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $ 8.17</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $ 150.55</td>
</tr>
</tbody>
</table>

### Container Service - Customer Owned (compacted)

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Description</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Lbs. Per P/U Qualifier</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Yd</td>
<td>Special pickups</td>
<td>2 998</td>
<td></td>
<td>Per Pickup $ 128.81</td>
</tr>
<tr>
<td></td>
<td>1 X Per Wk. Pickup (multiply Rate by # of pickups/week)</td>
<td>2 4316</td>
<td></td>
<td>Per Month $ 557.78</td>
</tr>
<tr>
<td>4 Yd</td>
<td>Special pickups</td>
<td>2 1452</td>
<td></td>
<td>Per Pickup $ 161.77</td>
</tr>
<tr>
<td></td>
<td>1 X Per Wk. Pickup (multiply Rate by # of pickups/week)</td>
<td>2 6292</td>
<td></td>
<td>Per Month $ 700.62</td>
</tr>
<tr>
<td>5 Yd</td>
<td>Special pickups</td>
<td>2 1880</td>
<td></td>
<td>Per Pickup $ 202.52</td>
</tr>
<tr>
<td></td>
<td>1 X Per Wk. Pickup (multiply Rate by # of pickups/week)</td>
<td>2 8146</td>
<td></td>
<td>Per Month $ 877.07</td>
</tr>
<tr>
<td>6 Yd</td>
<td>Special pickups</td>
<td>2 2580</td>
<td></td>
<td>Per Pickup $ 239.44</td>
</tr>
<tr>
<td></td>
<td>1 X Per Wk. Pickup (multiply Rate by # of pickups/week)</td>
<td>2 11179</td>
<td></td>
<td>Per Month $ 1,036.90</td>
</tr>
</tbody>
</table>
### Container Service - Miscellaneous

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Rate</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll-out Charge (moving container more than 5, but less than 20 feet)</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $5.55 $0.17 $5.72</td>
</tr>
<tr>
<td>Roll-out Charge (moving container each additional 20 feet)</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $5.55 $0.17 $5.72</td>
</tr>
<tr>
<td>Excess Weight Charge</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $36.71 $1.15 $37.86</td>
</tr>
<tr>
<td>Washing and Sanitizing Containers and Drop Boxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Washing</td>
<td>2 N.A.</td>
<td></td>
<td>Per Yard $4.73 $0.15 $4.88</td>
</tr>
<tr>
<td>Steam Cleaning</td>
<td>2 N.A.</td>
<td></td>
<td>Minimum $31.55 $0.99 $32.54</td>
</tr>
<tr>
<td>Pickup and redelivery charge</td>
<td>2 N.A.</td>
<td></td>
<td>Round Trip $48.20 $1.51 $49.71</td>
</tr>
</tbody>
</table>

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

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

### Commercial Service - continued

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

<table>
<thead>
<tr>
<th>Drop Box Size</th>
<th>Description</th>
<th>Rate Ceiling Schedule</th>
<th>Garbage ave. Rate</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Yd</td>
<td>Pickup Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $91.06 $2.85 $93.91</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $5.47 $0.17 $5.64</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $158.78 $4.97 $163.75</td>
</tr>
<tr>
<td>13 Yd</td>
<td>Pickup Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $91.06 $2.85 $93.91</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $5.42 $0.17 $5.59</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $158.11 $4.95 $163.06</td>
</tr>
<tr>
<td>17 Yd</td>
<td>Pickup Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $95.13 $2.98 $98.11</td>
</tr>
<tr>
<td></td>
<td>Daily Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Day $5.69 $0.18 $5.87</td>
</tr>
<tr>
<td></td>
<td>Monthly Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Month $166.50 $5.21 $171.71</td>
</tr>
<tr>
<td>20 Yd</td>
<td>Pickup Rate</td>
<td>2 N.A.</td>
<td></td>
<td>Per Pickup $94.92 $2.97 $97.89</td>
</tr>
</tbody>
</table>
### Daily Rate
- **2 N.A. Per Day**
- **5.67 $**

### Monthly Rate
- **2 N.A. Per Month**
- **165.83 $**

### 25 Yd Cleanup Rate
- **2 N.A. Per Pickup**
- **104.99 $**

### 30 Yd Cleanup Rate
- **2 N.A. Per Day**
- **6.39 $**

### 40 Yd Cleanup Rate
- **2 N.A. Per Pickup**
- **150.13 $**

### All Sizes Initial Delivery
- **2 N.A. One Time**
- **70.37 $**

### Excess Mileage Beyond 10 miles
- **2 N.A. Per Mile**
- **3.14 $**

### Lid Charge
- **2 N.A. Per Month**
- **13.75 $**

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

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

### Infectious Waste

<table>
<thead>
<tr>
<th>Gallons Total</th>
<th>Rate Ceiling Schedule</th>
<th>Rate Qualifier</th>
<th>Rate Ceiling Schedule</th>
<th>Rate Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>Per Gallon</td>
<td>3.26</td>
<td>0.10</td>
<td>3.36</td>
</tr>
<tr>
<td>11-20</td>
<td>Per Gallon</td>
<td>2.82</td>
<td>0.09</td>
<td>2.91</td>
</tr>
<tr>
<td>21-30</td>
<td>Per Gallon</td>
<td>2.81</td>
<td>0.09</td>
<td>2.90</td>
</tr>
<tr>
<td>31-40</td>
<td>Per Gallon</td>
<td>2.78</td>
<td>0.09</td>
<td>2.87</td>
</tr>
<tr>
<td>41-50</td>
<td>Per Gallon</td>
<td>2.76</td>
<td>0.09</td>
<td>2.85</td>
</tr>
<tr>
<td>51-60</td>
<td>Per Gallon</td>
<td>2.65</td>
<td>0.08</td>
<td>2.73</td>
</tr>
<tr>
<td>61-70</td>
<td>Per Gallon</td>
<td>2.53</td>
<td>0.08</td>
<td>2.61</td>
</tr>
<tr>
<td>71-80</td>
<td>Per Gallon</td>
<td>2.42</td>
<td>0.08</td>
<td>2.50</td>
</tr>
<tr>
<td>81-90</td>
<td>Per Gallon</td>
<td>2.27</td>
<td>0.07</td>
<td>2.34</td>
</tr>
<tr>
<td>91-100</td>
<td>Per Gallon</td>
<td>2.13</td>
<td>0.07</td>
<td>2.20</td>
</tr>
<tr>
<td>101-110</td>
<td>Per Gallon</td>
<td>2.02</td>
<td>0.06</td>
<td>2.08</td>
</tr>
<tr>
<td>111-120</td>
<td>Per Gallon</td>
<td>1.98</td>
<td>0.06</td>
<td>2.04</td>
</tr>
<tr>
<td>121-130</td>
<td>Per Gallon</td>
<td>1.90</td>
<td>0.06</td>
<td>1.96</td>
</tr>
<tr>
<td>131-140</td>
<td>Per Gallon</td>
<td>1.80</td>
<td>0.06</td>
<td>1.86</td>
</tr>
<tr>
<td>141-150</td>
<td>Per Gallon</td>
<td>1.71</td>
<td>0.05</td>
<td>1.76</td>
</tr>
<tr>
<td>151-160</td>
<td>Per Gallon</td>
<td>1.69</td>
<td>0.05</td>
<td>1.74</td>
</tr>
<tr>
<td>Description</td>
<td>Rate Ceiling Schedule</td>
<td>Garbage ave. Lbs. Per Mo.</td>
<td>Rate Qualifier</td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------</td>
<td>---------------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>On-call Service, Add</td>
<td>2 N.A.</td>
<td>Per Gallon $1.65 $0.05 $1.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Pick-up, Add</td>
<td>2 N.A.</td>
<td>Per Gallon $1.63 $0.05 $1.68</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>2 N.A.</td>
<td>Per Gallon $1.58 $0.05 $1.63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infectious Waste - Miscellaneous</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate Ceiling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-call Service, Add</td>
<td>8.56 $0.27 $8.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Pick-up, Add</td>
<td>8.56 $0.27 $8.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>32.61 $1.02 $33.63</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rate surcharge on most common service</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Place (3.13%)</td>
</tr>
<tr>
<td>AREA AVERAGE</td>
</tr>
<tr>
<td>Lakewood</td>
</tr>
<tr>
<td>Puyallup</td>
</tr>
<tr>
<td>Pierce County/Murrey's</td>
</tr>
<tr>
<td>Pierce County/LeMay</td>
</tr>
<tr>
<td>Tacoma</td>
</tr>
<tr>
<td>$0.00</td>
</tr>
<tr>
<td>$0.00</td>
</tr>
<tr>
<td>$2.17</td>
</tr>
<tr>
<td>$2.65</td>
</tr>
<tr>
<td>$2.80</td>
</tr>
<tr>
<td>$2.82</td>
</tr>
</tbody>
</table>