

ORDINANCE NO. 791

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING THE FRANCHISE AGREEMENT WITH UNIVERSITY PLACE REFUSE SERVICES, INC., TO REPLACE REFERENCES FOR SPECIFIC SEASONAL EVENTS WITH LANGUAGE THAT ALLOWS FOR BROADER OPTION CONSIDERATIONS AS AGREED TO BY THE COMPANY AND THE CITY

WHEREAS, the City of University Place has established a solid waste utility; and

WHEREAS, the City contracts with University Place Refuse Services, Inc. to provide solid waste services within University Place under an existing Franchise Agreement which was approved on or about February 1, 2021; and

WHEREAS, the Franchise Agreement contains specific language related to Spring and Fall annual clean-up and yard waste pick-up events; and

WHEREAS, the City and University Place Refuse Services, Inc., desire to amend the Franchise Agreement to provide future flexibility in how these clean-up and pick-up events are done;

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

Section 1. Amendment of Agreements. Section 20.2 of the Franchise Agreement with University Place Refuse Services, Inc., is hereby amended as described in Exhibit A. All other provisions of the Franchise Agreement remain unaffected by this amendment.

Section 2. Severability. If any one or more sections, subsections or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 3. 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 days after publication.

PASSED BY THE CITY COUNCIL ON OCTOBER 6, 2025.

Javier H. Figueroa, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

Published: 10/07/25

Effective Date: 10/13/25

Exhibit A

20.2. The City and the Company shall jointly design and implement additional collection events. These may include annual pick-ups, or household drop-offs. At a minimum, such collection events shall provide the opportunity for customers, at a frequency of no less than twice per year, to dispose of refuse materials or yard waste materials at no additional charge. Should the County approach the Company to host a paper shredding event within the City at premises controlled by the Company, the Company will make a good faith effort to consider hosting the event at a location within the City. These events are for the disposal of items not included in the normal collection services provided for in this Agreement. The material types and quantities eligible for these future special collection events and other details and conditions of these events shall be jointly discussed and agreed to by the Company and the City after considering the best interests of the City and its residents and the costs to the Company and the City of the event. Public information for these events shall be a shared responsibility of the City and the Company. The City will provide reasonable access to its newsletter, and publications and other media through which it communicates to the community at no cost to assist in publicizing these events and will assist the Company in staffing appropriate sites (i.e., drop-off sites). The Company shall not seek reimbursement for any cost it incurs from the planning and implementation of these events.