

- 8:30 pm **15. COUNCIL RULES PROPOSAL**
- 9:00 pm **16. ADJOURNMENT**

*PRELIMINARY CITY COUNCIL AGENDA

January 23, 2016
Special Council Meeting

February 1, 2016
Regular Council Meeting

February 15, 2016
HOLIDAY – No Council Meeting Scheduled

February 16, 2016
Regular Council Meeting

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.

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

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, January 4, 2016
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Roll call was taken by the City Clerk as follows:

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

Staff Present: City Manager Sugg, City Attorney Victor, Public Works & Parks Director Cooper, Communications/IT Manager Seesz, Development Services Director Swindale, Executive Director/ACM Craig, Police Chief Blair, and City Clerk Genetia.

Councilmember Worthington led the Pledge of Allegiance.

3. OATH OF OFFICE

The Honorable Judge Blinn administered the Oath of Office to re-elected Councilmembers Keel, Nye and Belleci.

Before Mayor McCluskey opened the floor for the election of new officers, she thanked the City Council and City staff for their support during her tenure as Mayor and for the opportunity, privilege and honor to represent the citizens of University Place.

4. ELECTION OF MAYOR

Mayor Pro Tem Figueroa was unanimously elected as Mayor.

5. ELECTION OF MAYOR PRO TEM

Councilmember Keel was unanimously elected as Mayor Pro Tem.

6. MAYOR'S REMARKS – NEWLY ELECTED

Newly elected Mayor Figueroa thanked his peers for the privilege and honor of being elected as Mayor. He congratulated newly elected Mayor Pro Tem Keel and re-elected Councilmembers Belleci, Nye and Keel. Moreover, he expressed his gratitude to outgoing Mayor McCluskey for her hard work, dedication and outstanding leadership. On behalf of Councilmembers, City staff and the community, he presented her with an engraved gavel recognizing her service as Mayor for the last two years.

In closing, newly elected Mayor Figueroa also thanked the City commissions for their community service, and the City staff for their tireless effort in keeping the City safe, clean and fun to live in.

7. APPROVAL OF MINUTES

MOTION: By Councilmember Belleci, seconded by Councilmember Grassi, to approve the minutes of December 8, 2015 as submitted.

The motion carried.

8. APPROVAL OF AGENDA

MOTION: By Councilmember Belleci, seconded by Councilmember Grassi, to approve the agenda.

The motion carried.

9. PUBLIC COMMENTS – None.

10. COUNCIL COMMENTS/REPORTS

Councilmember McCluskey informed the public of the Seahawks 12th Man spirit contest. The winner will be recognized during a Council meeting.

Councilmember Grassi congratulated the newly elected officers and thanked outgoing Mayor McCluskey for her service. He also thanked the business community who participated in the annual Light UP.

Councilmember Worthington too thanked outgoing Mayor McCluskey for her efforts in building a sense of community and for integrating a whole host of approaches that made the Council feel more knitted together.

11. CITY MANAGER'S REPORT – City Manager Sugg stated that he looks forward to building upon the progress of 2015 and making 2016 a great year.

12. CONSENT AGENDA

MOTION: By Councilmember Grassi, seconded by Councilmember Belleci, to approve the Consent Agenda as follows:

- A.** Receive and File: Payroll for the period ending 11/30/15, signed and dated 12/16/15, in the total amount of Two Hundred Fifty-Eight Thousand One Hundred Eighty-Seven and 28/100 Dollars (\$258,187.28); Claims dated 12/15/15, signed 12/16/15, check nos. 51977332 through 51977434 and wire transfer 16815872, in the total amount of One Million Thirty Thousand Six Hundred Fifty and 42/100 Dollars (\$1,030,650.42).

The motion carried.

13. ADJOURNMENT

The meeting adjourned at 6:53 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

CERTIFICATE OF RECOGNITION

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
RECOGNIZE

CURTIS HIGH SCHOOL GIRLS SWIM TEAM

FOR THEIR SPIRIT AND DETERMINATION THAT LED TO A NEW SCHOOL
RECORD FOR CURTIS HIGH SCHOOL IN THE STATE CHAMPIONSHIP.

PRESENTED ON JANUARY 19, 2016.

JAVIER H. FIGUEROA, MAYOR



CITY OF UNIVERSITY PLACE PROCLAMATION

WHEREAS, George R. Curtis Senior High School, founded in 1957 in University Place, is a public school for girls and boys, offering outstanding education; and

WHEREAS, the faculty of Curtis High School having established high expectations for performance and aligned resources to support student growth believe there is much to be gained from participation in athletics including an abiding sense of community and a lifetime commitment to fitness; and

WHEREAS, Willow Lopez-Silvers, coached by Holly Arasim, swam a 52.39 second race to win the 2015 Girls State Title in the 4A Women's 100 Yard Freestyle state championship competition; and

WHEREAS, earlier in the season, Willow broke the 100-yard backstroke record for Curtis that had been held since 1994; and

WHEREAS, the City of University Place wishes to recognize Willow Lopez-Silvers for her hard work, talent and dedication leading to this accomplishment.

NOW, THEREFORE, the City Council of the City of University Place extends its sincere congratulations and applause to George R. Curtis High School's Willow Lopez-Silvers for this honor and achievement.

PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON ON JANUARY 19, 2016.

Javier H. Figueroa, Mayor

ATTEST:

Emy Genetia, City Clerk

APPROVAL OF CONSENT AGENDA

City of University Place
Voucher Approval Document

| | |
|---|---------------|
| Control No.: 5 Agenda of: 01/04/16 | PREPAY |
|---|---------------|

Claim of: Payroll for Pay Period Ending 12/15/15

| Check # | Date | Amount | Name | Check # | Date | Amount | Name |
|---------|------|--------|------|---------|------|--------|------|
|---------|------|--------|------|---------|------|--------|------|

| | | | | | | | |
|--------|------------|-----------|--------------------------------|--|---------------------|-------------------|----------------|
| | | | | | 12/18/2015 | 112,003.02 | DIRECT DEPOSIT |
| | | | | | EMPLOYEE NET | 112,003.02 | |
| 318579 | 12/18/2015 | 60.00 | EMPLOYMENT SECURITY DEPARTMENT | | | | |
| 318580 | 12/18/2015 | 225.00 | MALAIER, TRUSTEE, MICHAEL G. | | | | |
| 318581 | 12/18/2015 | 250.00 | NATIONWIDE RETIREMENT SOLUTION | | | | |
| 318582 | 12/18/2015 | 1,028.61 | PACIFIC SOURCE ADMINISTRATORS | | | | |
| WIRE | 12/18/2015 | 12,710.19 | DEPT. OF LABOR AND INDUSTRIES | | | | |
| WIRE | 12/18/2015 | 21,266.63 | BANK OF AMERICA | | | | |
| WIRE | 12/18/2015 | 17,486.59 | - 106006, VANTAGEPOINT TRANSF | | | | |
| WIRE | 12/18/2015 | 5,361.10 | - 304197, VANTAGEPOINT TRANSF | | | | |
| WIRE | 12/18/2015 | 3,920.44 | - 800263, VANTAGEPOINT TRANSF | | | | |
| WIRE | 12/18/2015 | 26,998.07 | WA STATE DEPT OF RETIREMENT SY | | | | |
| WIRE | 12/18/2015 | 3,070.10 | - 106006 LOAN, VANTAGEPOINT | | | | |
| WIRE | 12/18/2015 | 79.90 | AFLAC INSURANCE | | | | |
| WIRE | 12/18/2015 | 890.30 | WA ST DEPT OF RETIREMENT SYS | | | | |
| WIRE | 12/18/2015 | 456.23 | - 304197 LOAN, VANTAGEPOINT TR | | | | |
| WIRE | 12/18/2015 | 25.00 | - 705544, VANTAGEPOINT TRANSF | | | | |

BENEFIT/DEDUCTION AMOUNT 93,828.16

TOTAL AMOUNT 205,831.18

Preparer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the above-named governmental unit, and that I am authorized to authenticate and certify to said claim.

Signed: _____ Date _____
Steve Sugg, City Manager

City of University Place
Voucher Approval Document

| | |
|---|---------------|
| Control No.: 5 Agenda of: 01/19/16 | PREPAY |
|---|---------------|

Claim of: Payroll for Pay Period Ending 12/31/2015

| Check # | Date | Amount | | Check # | Date | Amount |
|---------|------|--------|--|---------|------|--------|
|---------|------|--------|--|---------|------|--------|

| | | | | | | |
|--------|----------|--------|--|--|----------|---------------------------|
| 318583 | 12/21/15 | 498.69 | | | | |
| | | | | | 01/05/16 | 110,218.23 DIRECT DEPOSIT |

EMPLOYEE NET 110,716.92

| | | | |
|--------|----------|----------|--------------------------------|
| 318584 | 01/05/16 | 60.00 | EMPLOYMENT SECURITY DEPARTMENT |
| 318585 | 01/05/16 | 228.80 | IUOE LOCAL 612 |
| 318586 | 01/05/16 | 3,864.50 | IUOE LOCALS 302/612 TRUST FUND |
| 318587 | 01/05/16 | 225.00 | MALAIER, TRUSTEE, MICHAEL G. |
| 318588 | 01/05/16 | 250.00 | NATIONWIDE RETIREMENT SOLUTION |
| 318589 | 01/05/16 | 6.25 | PACIFIC SOURCE ADMINISTRATORS |
| 318590 | 01/05/16 | 2,042.80 | UNUM LIFE INSURANCE COMPANY |
| 318591 | 01/05/16 | 721.47 | UNUM LIFE INSURANCE COMPANY |

| | | | |
|------|----------|-----------|--------------------------------|
| WIRE | 01/05/16 | 64,002.85 | AWC EMPLOYEE BENEFIT TRUST |
| WIRE | 01/05/16 | 20,568.77 | BANK OF AMERICA |
| WIRE | 01/05/16 | 17,809.23 | - 106006, VANTAGEPOINT TRANSF |
| WIRE | 01/05/16 | 5,984.27 | - 304197, VANTAGEPOINT TRANSF |
| WIRE | 01/05/16 | 3,960.15 | - 800263, VANTAGEPOINT TRANSF |
| WIRE | 01/05/16 | 26,685.21 | WA STATE DEPT OF RETIREMENT SY |
| WIRE | 01/05/16 | 1,028.51 | PACIFIC SOURCE ADMINISTRATORS |
| WIRE | 01/05/16 | 3,070.10 | - 106006 LOAN, VANTAGEPOINT |
| WIRE | 01/05/16 | 79.90 | AFLAC INSURANCE |
| WIRE | 01/05/16 | 890.30 | WA ST DEPT OF RETIREMENT SYS |
| WIRE | 01/05/16 | 456.23 | - 304197 LOAN, VANTAGEPOINT TR |
| WIRE | 01/05/16 | 25.00 | - 705544, VANTAGEPOINT TRANSF |

BENEFIT/DEDUCTION AMOUNT 151,959.34

TOTAL AMOUNT 262,676.26

Preparer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the above-named governmental unit, and that I am authorized to authenticate and certify to said claim.

| | |
|-------------------------------------|------|
| Signed: Steve Sugg, City Manager | Date |
|-------------------------------------|------|

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

15
Check Date: 12/31/15

Check Range: 51977435-51977436 and Wire Transfers:

Claims Approval

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

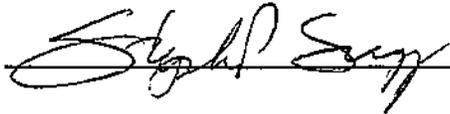
I also certify that the following list of checks were issued to replace previously issued checks that have not been presented to the bank for payment. The original check was voided and a replacement check issued.

Vendor Name

Replacement Check #

Original Check #

Auditing Officer:



Date:

12/31/15

Bank : bofa BANK OF AMERICA

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------------------------------------|------------|--------|---------------|-----------|-------------|-----------------------------|-------------|--------|
| 51977435 | 12/15/2015 | 025336 | US BANK | 745000006 | 11/9/2015 | CUSTOMER #745000006/OCT15/I | 22.00 | 22.00 |
| | Voucher: | 39847 | | | | | | |
| 51977436 | 12/15/2015 | 025922 | EMRICK, JONIE | REIMB | 12/15/2015 | REIMB/SR CENTER HOLIDAY PAI | 265.03 | 265.03 |
| | Voucher: | 39846 | | | | | | |
| Sub total for BANK OF AMERICA: | | | | | | | | 287.03 |

2 checks in this report.

Grand Total All Checks: 287.03

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 12/31/15

Check Range: ⁴³⁴51977439-51977509 and Wire Transfers: 16935662

Claims Approval

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

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

Vendor Name

Replacement Check #

Original Check #

Auditing Officer:



Date:

12/31/15

Bank : bofa BANK OF AMERICA

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------|------------|----------------|--------------------------------------|----------------|-------------|------------------------------|-------------|-----------|
| 16935662 | 12/17/2015 | 002072 | WA STATE DEPT OF REVENUE | NOV15 | 12/17/2015 | NOV15/USE TAX/B&O TAX | 14,843.98 | 14,843.98 |
| | | Voucher: 39917 | | | | | | |
| 51977437 | 12/17/2015 | 001736 | TACOMA COMMUNITY COLLEGE WINTER2016 | | 12/9/2015 | PUBLIC SPEAKING CLASS/LHAN | 566.25 | 566.25 |
| | | Voucher: 39905 | | | | | | |
| 51977438 | 12/17/2015 | 022161 | WA STATE DEPARTMENT OF REVOCT15A | | 12/14/2015 | #053700153/UNCLAIMED PROPE | 9.70 | 9.70 |
| | | Voucher: 39916 | | | | | | |
| 51977439 | 12/31/2015 | 025927 | ADVANCE WIRELESS SEATTLE LI603356664 | | 12/29/2015 | REFUND/BUSINESS LICENSE | 41.00 | 41.00 |
| | | Voucher: 39848 | | | | | | |
| 51977440 | 12/31/2015 | 002661 | AIR SYSTEMS ENGINEERING INC000205668 | | 12/8/2015 | HVAC REPAIR/FINANCE OFFICE | 150.97 | 150.97 |
| | | Voucher: 39849 | | | | | | |
| 51977441 | 12/31/2015 | 002075 | AMERICAN REPROGRAPHICS CC1267910 | | 8/31/2015 | BID PROJECT SETUP/GARAGE F | 403.64 | 403.64 |
| | | Voucher: 39850 | | | | | | |
| 51977442 | 12/31/2015 | 001818 | APEX ENGINEERING PLLC | 201552656 | 12/11/2015 | REVISE BP PH5 RIGHT OF WAY F | 924.85 | 924.85 |
| | | Voucher: 39851 | | | | | | |
| 51977443 | 12/31/2015 | 023411 | AUTOZONE, INC. | 1164531690 | 12/16/2015 | HALOGEN HEADLAMP/FLEET/TR | 33.38 | 33.38 |
| | | Voucher: 39852 | | | | | | |
| 51977444 | 12/31/2015 | 025923 | BENDIXEN, DIANE | REFUND | 12/14/2015 | REFUND/DAMAGE DEPOSIT/TH I | 250.00 | 250.00 |
| | | Voucher: 39853 | | | | | | |
| 51977445 | 12/31/2015 | 021643 | BLAISDELL, LESLIE | REIMB/GFOA TRA | 12/14/2015 | REIMB/GFOA TRAINING/DEC15 | 29.29 | 29.29 |
| | | Voucher: 39854 | | | | | | |
| 51977446 | 12/31/2015 | 025926 | BLINN, GRANT | 84823 | 12/29/2015 | REFUND/PRE SEASON BASKETE | 20.00 | 20.00 |
| | | Voucher: 39855 | | | | | | |
| 51977447 | 12/31/2015 | 024437 | BUILDERS EXCHANGE OF WA. IN1048607 | | 12/11/2015 | PUBLISH PROJECTS ONLINE | 86.95 | 86.95 |
| | | Voucher: 39856 | | | | | | |
| 51977448 | 12/31/2015 | 002275 | BUNCE DBA AMERICAN PARTY P148049-5 | | 12/5/2015 | 2015 WINTER FEST EQUIPMENT | 2,668.65 | 2,668.65 |
| | | Voucher: 39857 | | | | | | |
| 51977449 | 12/31/2015 | 025573 | CANON FINANCIAL SERVICES | 15598036 | 12/24/2015 | DEC15/COPIER LEASE/IRC5255 | 311.67 | 311.67 |
| | | Voucher: 39858 | | | | | | |
| 51977450 | 12/31/2015 | 002679 | CASCADE MOBILE MIX CONCRETE32983 | | 12/16/2015 | DELIVERED CEMENT | 732.98 | 732.98 |
| | | Voucher: 39859 | | | | | | |
| 51977451 | 12/31/2015 | 001152 | CENTURYLINK | 253-564-1992 | 11/11/2015 | PHONES/SR CENTER | 245.92 | |
| | | Voucher: 39860 | | 253-564-1992 | 12/11/2015 | PHONES/SR CENTER | 245.70 | 491.62 |
| 51977452 | 12/31/2015 | 025873 | CERIUM NETWORKS, INC. | CEXI1829 | 12/16/2015 | TELEPHONE SYSTEM/CLOUD M | 13,414.90 | 13,414.90 |
| | | Voucher: 39861 | | | | | | |

Bank : bofa BANK OF AMERICA

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| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|----------------|-------------|---------------|--------------------------|-----------------|--------------------|---------------------------|--------------------|-----------|
| 51977453 | 12/31/2015 | 025066 | CHURCH OF CHRIST | REFUND | 12/29/2015 | REFUND/DEPOSIT/SR. CENTER | 200.00 | 200.00 |
| | Voucher: | 39862 | | | | | | |
| 51977454 | 12/31/2015 | 003056 | CITY OF LAKEWOOD | MC-00070 | 12/10/2015 | DEC15/COURT SERVICES | 14,215.42 | 14,215.42 |
| | Voucher: | 39863 | | | | | | |
| 51977455 | 12/31/2015 | 001108 | CITY OF UNIVERSITY PLACE | OCT-DEC2015 | 12/29/2015 | PETTY CASH REIMBURSEMENT | 62.50 | 62.50 |
| | Voucher: | 39864 | | | | | | |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|------------|-----------------------|-----------|------------|-----------------------------|-------------|-------------|
| 51977457 | 12/31/2015 | 001024 CITY TREASURER | 100386367 | 12/24/2015 | POWER/7223 40TH ST W | 396.44 | |
| | Voucher: | 39865 | 100895144 | 12/16/2015 | POWER/8300 CIRQUE DR W | 88.86 | |
| | | | 100077160 | 12/15/2015 | POWER/5202 67TH AVE W | 247.71 | |
| | | | 100358203 | 12/14/2015 | POWER/7150 CIRQUE DR W | 66.88 | |
| | | | 100324281 | 12/14/2015 | POWER/7820 CIRQUE DR W | 156.61 | |
| | | | 100072286 | 12/14/2015 | POWER/8501 40TH ST W | 8.63 | |
| | | | 100072268 | 12/14/2015 | POWER/8901 40TH ST W | 8.63 | |
| | | | 100072254 | 12/14/2015 | POWER/8417 40TH ST W | 8.63 | |
| | | | 100256491 | 12/14/2015 | POWER/7250 CIRQUE DR W | 38.00 | |
| | | | 100083325 | 12/18/2015 | POWER/4910 BRISTONWOOD DF | 433.80 | |
| | | | 100094683 | 12/18/2015 | POWER/4758 BRISTONWOOD DF | 98.06 | |
| | | | 100089555 | 12/14/2015 | POWER/4526 GRANDVIEW DR W | 24.52 | |
| | | | 100089550 | 12/14/2015 | POWER/4704 GRANDVIEW DR W | 18.39 | |
| | | | 100315888 | 12/7/2015 | POWER/7401 CHAMBERS LN W | 38.00 | |
| | | | 100089528 | 12/14/2015 | POWER/3912 GRANDVIEW DR W | 30.64 | |
| | | | 100775637 | 12/14/2015 | POWER/7001 CIRQUE DR W | 303.28 | |
| | | | 100080586 | 12/18/2015 | POWER/4951 GRANDVIEW DR W | 373.63 | |
| | | | 100892483 | 12/18/2015 | POWER/5400 BP WAY W | 268.36 | |
| | | | 100333844 | 12/18/2015 | WATER/4951 GRANDVIEW DR W | 166.43 | |
| | | | 100077151 | 12/14/2015 | POWER/4000 OLYMPIC BLVD W | 10.10 | |
| | | | 100077140 | 12/14/2015 | POWER/2900 GRANDVIEW DR W | 8.63 | |
| | | | 100185134 | 12/22/2015 | POWER/4401 67TH AVE W | 60.07 | |
| | | | 100668537 | 10/19/2015 | WATER/7150 CIRQUE DR W | 6.58 | |
| | | | 100798512 | 12/21/2015 | POWER/4402 97TH AVE W H1 ST | 142.06 | |
| | | | 100131881 | 12/21/2015 | POWER/4523 97TH AVE W | 38.63 | |
| | | | 100079031 | 12/14/2015 | POWER/3715 BP WAY W, #D4 | 72.20 | |
| | | | 100312905 | 12/4/2015 | POWER/3715 BP WAY W, #A-3A | 22.00 | |
| | | | 100089583 | 12/14/2015 | POWER/4016 GRANDVIEW DR W | 18.39 | |
| | | | 100089578 | 12/14/2015 | POWER/4116 GRANDVIEW DR W | 36.77 | |
| | | | 100089560 | 12/14/2015 | POWER/4317 GRANDVIEW DR W | 49.03 | |
| | | | 100357178 | 12/11/2015 | POWER/2620 BP WAY W | 49.20 | |
| | | | 100679491 | 12/11/2015 | POWER/8002 40TH ST W | 152.91 | |
| | | | 100109710 | 12/11/2015 | POWER/8902 40TH ST W | 9.19 | |
| | | | 100851341 | 12/2/2015 | POWER/6420 CHAMBERS CREEK | 90.58 | |
| | | | 100263915 | 12/14/2015 | WATER & POWER/7250 CIRQUE | 232.03 | |

Bank : bofa BANK OF AMERICA (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|------------|-----------------------------------|-----------------|------------|-----------------------------|-------------|-------------|
| | | | 100057075 | 12/14/2015 | POWER/4100 GRANDVIEW DR W | 23.74 | |
| | | | 100344745 | 12/14/2015 | POWER/6810 CIRQUE DR W | 40.91 | |
| | | | 100081728 | 12/11/2015 | POWER/6701 BP WAY W | 234.03 | |
| | | | 100820972 | 12/9/2015 | POWER/2700 SUNSET DR W | 51.33 | |
| | | | 100092335 | 12/9/2015 | POWER/3050 BP WAY W | 329.43 | |
| | | | 100032203 | 12/9/2015 | POWER & WATER/2534 GRANDV | 274.08 | |
| | | | 100905391 | 12/10/2015 | POWER/9313 56TH ST W | 112.70 | |
| | | | 100101783 | 12/10/2015 | POWER/5520 GRANDVIEW DR W | 127.61 | 4,967.70 |
| 51977458 | 12/31/2015 | 025161 CITY TREASURER | 130927 | 12/7/2015 | DTA RECEIVERS/CITY HALL | 84.35 | |
| | Voucher: | 39866 | 129335 | 12/7/2015 | DTA RECEIVERS/SR CENTER | 8.27 | 92.62 |
| 51977459 | 12/31/2015 | 002060 CODE PUBLISHING COMPANY IN | 51694 | 12/21/2015 | UP CODE/UPDATE#32/NEW PAGI | 4,227.11 | 4,227.11 |
| | Voucher: | 39867 | | | | | |
| 51977460 | 12/31/2015 | 024565 COMCAST | 849835010094487 | 12/24/2015 | DEC15-JAN16/INTERNET/CITY H | 140.79 | |
| | Voucher: | 39868 | 849835010073571 | 12/10/2015 | MODEMS/REMOTE SURVEILLAN | 80.84 | |
| | | | 849835010073570 | 12/10/2015 | MODEMS/REMOTE SURVEILLAN | 80.84 | |
| | | | 849835010094441 | 12/10/2015 | DEC19-JAN18/INTERNET/SR CEN | 97.56 | |
| | | | 849835010944363 | 12/10/2015 | DEC19-JAN18/INTERNET/PW SHI | 137.56 | 537.59 |
| 51977461 | 12/31/2015 | 023782 COMPLETE OFFICE SOLUTIONS, | 1281719-0 | 12/7/2015 | MESH ARM CHAIR | 853.32 | |
| | Voucher: | 39869 | 1301129-0 | 12/8/2015 | MISC OFFICE SUPPLIES | 87.09 | |
| | | | 1298001-0 | 12/2/2015 | HEW TONER | 81.50 | |
| | | | 1297999-0 | 12/2/2015 | HEW TONER | 355.26 | |
| | | | 1296781-0 | 11/30/2015 | COPY PAPER | 72.20 | |
| | | | 1296014-0 | 11/30/2015 | HEATER/FINANCE | 98.45 | |
| | | | 1298550-0 | 12/2/2015 | OFFICE SUPPLIES | 61.02 | |
| | | | 1299601-0 | 12/9/2015 | OFFICE CHAIR | 421.19 | 2,030.03 |
| 51977462 | 12/31/2015 | 024347 COPIERS NORTHWEST, INC. | INV1307636 | 12/15/2015 | NOV14-DEC13/OVERAGE CHARG | 54.67 | |
| | Voucher: | 39870 | INV1306991 | 12/14/2015 | NOV11-DEC10/OVERAGE CHARG | 9.18 | |
| | | | INV1306990 | 12/29/2015 | DEC11-JAN10/LEASE PAYMENT/ | 32.31 | |
| | | | INV1303248 | 12/7/2015 | NOV4-DEC3/OVERAGE CHARGE | 475.74 | |
| | | | INV1306023 | 12/10/2015 | NOV 9-DEC 8/OVERAGE CHARGI | 39.41 | 611.31 |
| 51977463 | 12/31/2015 | 025915 CUSTOM FIRE ART | 1143 | 12/7/2015 | REPAIR OF MARKET SQUARE FI | 1,247.16 | 1,247.16 |
| | Voucher: | 39871 | | | | | |
| 51977464 | 12/31/2015 | 025924 DELUXE | 0971950 | 12/7/2015 | PACIFIC FREEMONT DUFFEL | 108.98 | 108.98 |
| | Voucher: | 39872 | | | | | |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------|------------|----------------|----------------------------|------------------|-------------|------------------------------|-------------|----------|
| 51977465 | 12/31/2015 | 002431 | DIANE DEMARS | DEC15 | 12/16/2015 | DEC15/YOGA COURSE #9351, #9 | 866.40 | 866.40 |
| | | Voucher: 39873 | | | | | | |
| 51977466 | 12/31/2015 | 001737 | DON SMALL & SONS OIL DIST | CC88566 | 12/15/2015 | BULK FUEL/PW SHOP | 2,602.48 | 2,602.48 |
| | | Voucher: 39874 | | | | | | |
| 51977467 | 12/31/2015 | 025909 | ERGO DEPOT LLC | 44421 | 12/11/2015 | JARVIS BAMBOO ADJUSTABLE-F | 951.00 | 951.00 |
| | | Voucher: 39875 | | | | | | |
| 51977468 | 12/31/2015 | 003063 | FURNEYS NURSERY | I-79804 | 10/5/2015 | PLANTS/ASSORTED PANSY | 394.39 | 394.39 |
| | | Voucher: 39876 | | | | | | |
| 51977469 | 12/31/2015 | 022268 | GEMPLER'S | SI01942028 | 9/22/2015 | INNER TUBE | 99.15 | 99.15 |
| | | Voucher: 39877 | | | | | | |
| 51977470 | 12/31/2015 | 001212 | GRAY & OSBORNE INC | 14464.02-0000015 | 12/7/2015 | ENGINEERING OF REPAIRS FOR | 255.99 | 255.99 |
| | | Voucher: 39878 | | | | | | |
| 51977471 | 12/31/2015 | 001222 | HOME DEPOT CREDIT SERVICES | 6035-3225-0105-0 | 12/23/2015 | MISC REPAIRS/MAINT SUPPLIES | 151.41 | 151.41 |
| | | Voucher: 39879 | | | | | | |
| 51977472 | 12/31/2015 | 001058 | ICMA RC RETIREMENT TRUST | LOAN REPAYMEN | 12/29/2015 | LOAN REPAYMENT/VALLANTYNE | 2,027.92 | 2,027.92 |
| | | Voucher: 39880 | | | | | | |
| 51977473 | 12/31/2015 | 025431 | JR SIMPLOT COMPANY | 212041971 | 11/24/2015 | ICE MELT/CITY STREETS | 732.98 | 732.98 |
| | | Voucher: 39881 | | | | | | |
| 51977474 | 12/31/2015 | 023454 | KELLMAN, DAVID | 20151221 | 12/6/2015 | VIDEOTAPING, EDITING, CAMER | 600.00 | 600.00 |
| | | Voucher: 39882 | | | | | | |
| 51977475 | 12/31/2015 | 023289 | KIDZ LOVE SOCCER | 2015FA-F86 | 12/17/2015 | FALL-LATE 2015/SOCCER INSTR | 3,517.50 | 3,517.50 |
| | | Voucher: 39883 | | | | | | |
| 51977476 | 12/31/2015 | 002356 | LANE & ASSOCIATES | 1230 | 12/8/2015 | RIGHT OF WAY ACQUISITION AN | 8,410.98 | 8,410.98 |
| | | Voucher: 39884 | | | | | | |
| 51977477 | 12/31/2015 | 001797 | LOWE'S BUSINESS ACCOUNT/GE | 874-3507-900095- | 11/17/2015 | MISC REPAIR & MAINTENACE SU | 783.76 | |
| | | Voucher: 39885 | | 874-3507-900095- | 12/17/2015 | MISC REPAIR & MAINTAINENCE : | 535.65 | 1,319.41 |
| 51977478 | 12/31/2015 | 001352 | MILES RESOURCES, LLC | 253045 | 12/14/2015 | PURCHASE OF HOT ASPHALT FC | 83.14 | 83.14 |
| | | Voucher: 39886 | | | | | | |
| 51977479 | 12/31/2015 | 001096 | NORTHWEST CASCADE, INC. | 2-1464043 | 12/6/2015 | PORTA POTTY RENTAL/CURRAN | 72.00 | |
| | | Voucher: 39887 | | 2-1464059 | 12/5/2015 | PORTA POTTY RENTAL/SKATE P | 72.00 | 144.00 |
| 51977480 | 12/31/2015 | 002847 | NW PLAYGROUND EQUIPMENT, I | 39024 | 12/9/2015 | REPLACEMENT SLIDE FOR COLI | 1,789.46 | 1,789.46 |
| | | Voucher: 39888 | | | | | | |
| 51977481 | 12/31/2015 | 021638 | PACIFICSOURCE ADMIN, INC. | 0000248309 | 12/29/2015 | DEC 15/ADMIN FEES | 71.25 | 71.25 |
| | | Voucher: 39889 | | | | | | |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|------------|----------------|--|------------|--------------------------------|-------------|-------------|
| 51977482 | 12/31/2015 | 025752 | PATRICK HAGERTY PHOTOGRAP00334 | 12/18/2015 | PHOTOGRAPHY SERVICES~ | 560.00 | 560.00 |
| | | Voucher: 39890 | | | | | |
| 51977483 | 12/31/2015 | 025928 | PERKINS, GINGERLA 85211 | 12/29/2015 | REFUND/DEPOSIT/SO SOUND C | 200.00 | |
| | | Voucher: 39891 | REFUND | 12/29/2015 | REFUND/DEPOSIT/SR. CENTER | 200.00 | 400.00 |
| 51977484 | 12/31/2015 | 001109 | PIERCE COUNTY BUDGET & FIN/CI-209659 | 12/15/2015 | DEC15/POLICE SERVICES | 259,444.83 | |
| | | Voucher: 39892 | CI-209737 | 12/17/2015 | 2015 SPECIAL OVERTIME AS PEI | 14,466.90 | |
| | | | CI-209518 | 12/7/2015 | NOV15/JAIL SERVICES~ | 11,874.00 | 285,785.73 |
| 51977485 | 12/31/2015 | 001380 | PIN CENTER 1215051 | 12/15/2015 | YEARS OF SERVICE PINS | 877.00 | 877.00 |
| | | Voucher: 39893 | | | | | |
| 51977486 | 12/31/2015 | 001114 | PITNEY BOWES GLOBAL FIN. SV(7031321-DC15 | 12/13/2015 | MAIL MACHINE LEASE FOR 2015 | 1,167.65 | 1,167.65 |
| | | Voucher: 39894 | | | | | |
| 51977487 | 12/31/2015 | 023701 | QUALITY FENCE BUILDERS, INC. 27888 | 12/11/2015 | INSTALL FENCE/SKATE PARK | 3,074.14 | 3,074.14 |
| | | Voucher: 39895 | | | | | |
| 51977488 | 12/31/2015 | 001124 | SAFEWAY, INC. 64682 | 11/7/2015 | ACCT # 64682/MISC PURCHASES | 71.58 | |
| | | Voucher: 39896 | 64682 | 12/5/2015 | ACCT# 64682/MISC PURCHASES | 94.53 | 166.11 |
| 51977489 | 12/31/2015 | 001328 | SHELL FLEET CARD SERVICES 8147100120512 | 12/6/2015 | 81-471-0012-0/SHELL | 111.62 | 111.62 |
| | | Voucher: 39897 | | | | | |
| 51977490 | 12/31/2015 | 025925 | SHULTZ, SHERYL REFUND | 12/16/2015 | REFUND/SR CENTER RENTAL DI | 200.00 | 200.00 |
| | | Voucher: 39898 | | | | | |
| 51977491 | 12/30/2015 | 025147 | SILENT LIGHTS LLC 2015206 | 12/2/2015 | 2015 TREE INSTALLATION | 3,692.25 | |
| | | Voucher: 39899 | 2015207 | 12/2/2015 | 2015 STREET TREE LIGHTING | 2,488.85 | |
| | | | 2015221 | 12/2/2015 | 2015 UP CIVIC INTERIOR DECOF | 2,472.44 | |
| | | | 2015209 | 12/2/2015 | 2015 UP CIVIC ROOF LIGHTING | 1,641.00 | |
| | | | 2015210 | 12/2/2015 | 2015 UP CIVIC BLDG LIGHT POLI | 2,363.04 | 12,657.58 |
| 51977492 | 12/31/2015 | 025855 | SMARSH, INC. INV00125099 | 11/30/2015 | NOV15/SOCIAL MEDIA ARCHIVIN | 150.00 | 150.00 |
| | | Voucher: 39900 | | | | | |
| 51977493 | 12/31/2015 | 025884 | SOFTWAREONE INC US-PSI-438000 | 11/30/2015 | CoreCAL ALNG SA MVL Pltfrm Usr | 19,215.25 | 19,215.25 |
| | | Voucher: 39901 | | | | | |
| 51977494 | 12/31/2015 | 025506 | SOLOMON, ELIZABETH REFUND | 12/15/2015 | REFUND/SR CENTER RENTAL | 200.00 | 200.00 |
| | | Voucher: 39902 | | | | | |
| 51977495 | 12/31/2015 | 003008 | SPRAGUE PEST SOLUTIONS INC2746772 | 12/22/2015 | PEST CONTROL/SR. CENTER | 43.76 | 43.76 |
| | | Voucher: 39903 | | | | | |
| 51977496 | 12/31/2015 | 002613 | SUPERIOR LINEN SERVICE,INC. 17885 | 12/16/2015 | OFFICE MAT RENTAL/PW SHOP | 89.00 | 89.00 |
| | | Voucher: 39904 | | | | | |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|------------|----------------|--|------------|-------------------------------|-------------|-------------|
| 51977497 | 12/31/2015 | 001496 | TACOMA RUBBER STAMP, INC. I-558676-1 | 12/18/2015 | PRINTED LABELS/PRINTED SIGN | 541.53 | 541.53 |
| | | Voucher: 39906 | | | | | |
| 51977498 | 12/31/2015 | 002823 | THOMPSON ELECTRICAL CONST1215-8121CG | 12/10/2015 | REPLACE 16' POLE/27TH & GRAI | 660.50 | |
| | | Voucher: 39907 | 1215-8153CG | 12/22/2015 | CONTRACTED ELECTRICAL REF | 686.32 | |
| | | | 1215-8122CG | 12/23/2015 | CONTRACTED ELECTRICAL REF | 660.50 | |
| | | | 1215-8152CG | 12/23/2015 | CONTRACTED ELECTRICAL REF | 410.67 | |
| | | | 1215-8088CG | 12/14/2015 | REPAIR GFCI/POLE AT 35TH & BI | 287.46 | |
| | | | 1215-8099CG | 12/14/2015 | REPAIR CONTACTOR/61ST & GR | 246.40 | |
| | | | 1215-8123CG | 12/22/2015 | REPLACE 16' BASE MOUNT POLI | 824.77 | |
| | | | 1215-8044CV | 12/21/2015 | CONTRACTED ELECTRICAL REF | 982.41 | |
| | | | 1215-8043CV | 12/21/2015 | CONTRACTED ELECTRICAL REF | 2,849.87 | 7,608.90 |
| 51977499 | 12/31/2015 | 001636 | THOMSON REUTERS - WEST 833004812 | 12/1/2015 | NOV15/WEST INFORMATION CH, | 653.09 | 653.09 |
| | | Voucher: 39908 | | | | | |
| 51977500 | 12/31/2015 | 025908 | TRULY GREEN SOULUTIONS, INC29058 | 12/11/2015 | REPLACEMENT LED BULBS/DEC | 1,192.99 | 1,192.99 |
| | | Voucher: 39909 | | | | | |
| 51977501 | 12/31/2015 | 025832 | U.S. BANK ST. PAUL 4043571 | 7/29/2015 | UNIPLTGOR12A/ADMIN FEE | 425.00 | |
| | | Voucher: 39910 | 4043572 | 7/29/2015 | UNIPLTGOR12B/ADMIN FEES | 425.00 | |
| | | | 4043560 | 7/29/2015 | UNILTGO09A/ADMIN FEES | 425.00 | |
| | | | 4043562 | 7/29/2015 | UNILTGO09B/ADMIN FEES | 425.00 | |
| | | | 4043563 | 7/29/2015 | UNIPLGOREF05/ADMIN FEES | 425.00 | |
| | | | 4043565 | 7/29/2015 | UNIPLLTGO07A/ADMIN FEES | 425.00 | |
| | | | 4043567 | 7/29/2015 | UNIPLLTGO07C/ADMIN FEES | 425.00 | |
| | | | 4043569 | 7/29/2015 | UNIPLLTGO07D/ADMIN FEES | 425.00 | 3,400.00 |
| 51977502 | 12/31/2015 | 025376 | UNIVERSAL FIELD SERVICES, IN47134 | 11/30/2015 | BP WAY PH 5/ROW ACQUISITION | 3,037.18 | |
| | | Voucher: 39911 | 47135 | 11/30/2015 | BP WAY PH 5/ROW ACQUISITION | 2,594.74 | 5,631.92 |
| 51977503 | 12/31/2015 | 001331 | UNIVERSITY PLACE REFUSE SV,1881787 | 12/15/2015 | JAN16/BILLING PERIOD/COMPAC | 980.31 | |
| | | Voucher: 39912 | 881540 | 12/15/2015 | JAN16/BILLING PERIOD/REFUSE | 2,932.94 | 3,913.25 |
| 51977504 | 12/31/2015 | 025336 | US BANK 745000006 | 11/30/2015 | CUSTOMER #745000006/NOV15/I | 22.00 | 22.00 |
| | | Voucher: 39913 | | | | | |
| 51977505 | 12/31/2015 | 001153 | VERIZON WIRELESS,LLC. 9756516132 | 12/1/2015 | DEC15/CELL PHONE/CITYWIDE | 1,913.13 | 1,913.13 |
| | | Voucher: 39914 | | | | | |
| 51977506 | 12/31/2015 | 001157 | WA ASSN OF BUILDING OFFICIAL30881 | 12/29/2015 | 2015 PROPERTY MAINTENANCE | 88.87 | 88.87 |
| | | Voucher: 39915 | | | | | |
| 51977507 | 12/31/2015 | 025812 | WACD PLANT MATERIALS CENTE16-174-FINAL | 12/14/2015 | SHIPPING CHARGES &TAX/INV16 | 28.60 | 28.60 |
| | | Voucher: 39918 | | | | | |

Bank : bofa BANK OF AMERICA

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| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|---------------------------------------|-------------|---------------|-------------------------------|-----------------|--------------------|-------------------------------|--------------------|------------|
| 51977508 | 12/31/2015 | 001781 | WILLIAMS OIL FILTER SVC, INC. | 188372 | 12/10/2015 | HOSE END/VACTOR | 17.96 | 17.96 |
| | Voucher: | 39919 | | | | | | |
| 51977509 | 12/31/2015 | 023675 | ZEE MEDICAL INC. | 68303929 | 11/30/2015 | AED VITAL LINE ESSENTIALS/1 Y | 217.71 | 217.71 |
| | Voucher: | 39920 | | | | | | |
| Sub total for BANK OF AMERICA: | | | | | | | | 437,225.50 |

73 checks in this report.

Grand Total All Checks: 437,225.50

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 01/08/16

Check Range: 51977510-51977521 and Wire Transfers:

Claims Approval

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

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

Vendor Name

Replacement Check #

Original Check #

Auditing Officer: _____

Date: _____

Bank : bofa BANK OF AMERICA

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------------------------------------|----------|--------|--|------------|-------------------------------|-------------|-------------------|
| 51977510 | 1/8/2016 | 002718 | AMERICAN PUBLIC WORKS ASSN127202 | 12/8/2015 | 2016 DUES/GARY COOPER | 204.00 | |
| | Voucher: | 39921 | 155901 | 12/8/2015 | 2016 DUES/JACK ECKLUND | 204.00 | |
| | | | 146977 | 12/8/2015 | 2016 DUES/NURI AVCULAR | 204.00 | 612.00 |
| 51977511 | 1/8/2016 | 001007 | ASSN OF WASHINGTON CITIES 39943 | 12/30/2015 | 2016 AWC MEMBERSHIP FEE | 21,996.00 | 21,996.00 |
| | Voucher: | 39922 | | | | | |
| 51977512 | 1/8/2016 | 003056 | CITY OF LAKEWOOD CD-00287 | 11/10/2015 | 2016 SOUTH SOUND MILITARY & | 6,500.00 | 6,500.00 |
| | Voucher: | 39923 | | | | | |
| 51977513 | 1/8/2016 | 001774 | GRCC/WW B3964 | 1/4/2016 | 2016 RENEWAL/K SCHMIDT/#B39 | 42.00 | 42.00 |
| | Voucher: | 39924 | | | | | |
| 51977514 | 1/8/2016 | 001226 | INSTITUTE OF TRANS. ENGINEER2016DUES/10149 | 10/23/2015 | 2016 DUES/JOHN ECKLUND/#10 | 299.28 | 299.28 |
| | Voucher: | 39925 | | | | | |
| 51977515 | 1/8/2016 | 001283 | PC CLERKS/FIN OFFICERS ASSN2016DUES | 1/5/2016 | 2016DUES/E GENETIA & D NICH | 35.00 | 35.00 |
| | Voucher: | 39926 | | | | | |
| 51977516 | 1/8/2016 | 001630 | PUGET SD CLEAN AIR AGENCY C16-0915 | 12/30/2015 | 1STQTR16/CLEAN AIR ASSESS/E | 5,191.25 | 5,191.25 |
| | Voucher: | 39927 | | | | | |
| 51977517 | 1/8/2016 | 001157 | WA ASSN OF BUILDING OFFICIALWABO2016 | 12/1/2015 | 2016 DUES/ROBERT BRUNK | 140.00 | 140.00 |
| | Voucher: | 39928 | | | | | |
| 51977518 | 1/8/2016 | 001468 | WA ASSN OF PERMIT TECHNICIA2016DUES | 12/17/2015 | 2016 DUES/B. KING & J. SCHOCK | 70.00 | 70.00 |
| | Voucher: | 39929 | | | | | |
| 51977519 | 1/8/2016 | 001158 | WA CITIES INSURANCE AUTHORI40146 | 1/1/2016 | 2016 LIABILTY/PROPERTY ASSE | 120,997.00 | 120,997.00 |
| | Voucher: | 39930 | | | | | |
| 51977520 | 1/8/2016 | 022202 | WA STATE DEPT. OF AGRICULTUI2016RENEWAL | 12/9/2015 | 2016 PESTICIDE LICENSE RENE | 165.00 | 165.00 |
| | Voucher: | 39931 | | | | | |
| 51977521 | 1/8/2016 | 021897 | WEDA 6692 | 9/1/2015 | 2016 MEMBERSHIP DUES/M CRA | 400.00 | 400.00 |
| | Voucher: | 39932 | | | | | |
| Sub total for BANK OF AMERICA: | | | | | | | 156,447.53 |

12 checks in this report.

Grand Total All Checks: 156,447.53

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 01/15/16 (2015 Invoices)

Check Range: 51977522-51977571 and Wire Transfers:

Claims Approval

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

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

Vendor Name

Replacement Check #

Original Check #

Auditing Officer:



Date:

1/14/16

Bank : bofa BANK OF AMERICA

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------|-----------|----------------|--|-----------------|-------------|----------------------------|-------------|----------|
| 51977522 | 1/15/2016 | 025917 | 2 WATCH MONITORING INC | 19854/DEC15 | 12/31/2015 | ALCOHOL & DRUG TESTING/INM | 160.00 | 160.00 |
| | | Voucher: 39933 | | | | | | |
| 51977523 | 1/15/2016 | 001000 | ABC LEGAL MESSENGERS INC | MMFWA00061500 | 10/28/2015 | LEGAL DELIVERY SERVICE | 50.00 | |
| | | Voucher: 39934 | | MMFWA00061500 | 11/28/2015 | LEGAL DELIVERY SERVICE | 50.00 | |
| | | | | MMFWA00061500 | 12/28/2015 | LEGAL DELIVERY SERVICE | 50.00 | 150.00 |
| 51977524 | 1/15/2016 | 025179 | ACCESS INFORMATION MANAGE1217407 | | 11/30/2015 | 2015 PROFESSIONAL SERVICES | 376.50 | 376.50 |
| | | Voucher: 39935 | | | | | | |
| 51977525 | 1/15/2016 | 002661 | AIR SYSTEMS ENGINEERING INC000205908 | | 12/24/2015 | REPAIR/FIRE PIT IGNITION | 540.98 | 540.98 |
| | | Voucher: 39936 | | | | | | |
| 51977526 | 1/15/2016 | 001004 | ALARM WORKS NW | 5946 | 12/29/2015 | ALARM RESPONSE/HESS HOUS | 45.00 | 45.00 |
| | | Voucher: 39937 | | | | | | |
| 51977527 | 1/15/2016 | 002333 | BANK OF AMERICA | 548001400009914 | 12/22/2015 | MASTERCARD/12-22-15 | 8,357.15 | 8,357.15 |
| | | Voucher: 39938 | | | | | | |
| 51977528 | 1/15/2016 | 025929 | BROOKE, CHRISTINA | REFUND | 1/4/2016 | REFUND/#9380 - BASKETBALL | 85.00 | 85.00 |
| | | Voucher: 39939 | | | | | | |
| 51977529 | 1/15/2016 | 025428 | CAPITAL ONE COMMERCIAL/COS7003-7301-0003-1 | | 12/26/2015 | 7003-7301-0003-1024/COSTCO | 368.84 | 368.84 |
| | | Voucher: 39940 | | | | | | |
| 51977530 | 1/15/2016 | 001152 | CENTURYLINK | 1361778710 | 12/23/2015 | PHONES/LONG DISTANCE & INT | 1,550.57 | |
| | | Voucher: 39941 | | 253-566-9558 | 12/14/2015 | PW PUMP CALLOUT LINE | 39.23 | |
| | | | | 253-584-0775 | 1/1/2016 | PHONE/KOBAYASHI | 0.15 | 1,589.95 |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|-----------|-----------------------|-----------|------------|-----------------------------|-------------|-------------|
| 51977531 | 1/15/2016 | 001024 CITY TREASURER | 100068203 | 12/31/2015 | POWER/3715 BP WAY W | 1,616.76 | |
| | Voucher: | 39942 | 100110228 | 1/6/2016 | POWER/3715 BP WAY W, #B5 | 1,606.56 | |
| | | | 100939530 | 12/4/2015 | POWER/3555 MARKET PL W/RO/ | 1,399.51 | |
| | | | 100060658 | 12/29/2015 | POWER/3510 67TH AVE W | 596.54 | |
| | | | 100052902 | 1/6/2016 | WATER & POWER/3715 BP WWA' | 301.77 | |
| | | | 100385145 | 12/24/2015 | WATER/3800 74TH AVE W | 249.16 | |
| | | | 100142834 | 1/6/2016 | WATER/3715 BP WAY W | 170.41 | |
| | | | 100751205 | 1/6/2016 | WATER/3555 MARKET PL W/HSE | 170.41 | |
| | | | 100312900 | 1/6/2016 | POWER/3715 BP WAY W, #E3 | 161.63 | |
| | | | 100892486 | 1/4/2016 | POWER/6400 BP WAY W | 140.25 | |
| | | | 100172057 | 12/18/2015 | POWER & WATER/3920 GRANDV | 133.13 | |
| | | | 100864411 | 12/24/2015 | POWER/6730 40TH ST CT W | 124.00 | |
| | | | 100495884 | 1/6/2016 | POWER/3625 DREXLER DR W | 114.19 | |
| | | | 100696565 | 12/28/2015 | POWER/4609 ALAMEDA AVE W | 100.92 | |
| | | | 100573267 | 12/28/2015 | POWER/4727 ALAMEDA AVE W | 97.65 | |
| | | | 100933758 | 12/22/2015 | POWER/7203 44TH ST W | 92.69 | |
| | | | 100312961 | 1/6/2016 | POWER/3715 BP WAY W, #A3 | 79.52 | |
| | | | 100104132 | 12/29/2015 | POWER/3503 67TH AVE W | 77.68 | |
| | | | 100105615 | 1/6/2016 | POWER/3503 BP WAY W | 71.07 | |
| | | | 100456986 | 1/4/2016 | POWER/5918 HANNAH PIERCE F | 66.96 | |
| | | | 100083115 | 12/24/2015 | POWER/4000 67TH AVE W | 59.18 | |
| | | | 100714386 | 1/6/2016 | POWER/3609 MARKET PL W, #20 | 58.24 | |
| | | | 100312960 | 1/6/2016 | POWER/3715 BP WAY W, #A2 | 57.54 | |
| | | | 100302273 | 1/6/2016 | POWER/3715 BP WAY W, #D2 | 53.31 | |
| | | | 100156353 | 1/6/2016 | POWER/4729 BP WAY W | 47.58 | |
| | | | 100533758 | 1/4/2016 | POWER/5418 CIRQUE DR W | 46.37 | |
| | | | 100737857 | 1/11/2016 | POWER/2101 MILDRED ST W | 41.09 | |
| | | | 100165190 | 12/24/2015 | POWER/3761 BP WAY W | 40.66 | |
| | | | 100445063 | 1/6/2016 | POWER/3715 BP WAY W, #E2 | 38.59 | |
| | | | 100890034 | 12/31/2015 | WATER/7299 57TH ST CT W | 29.58 | |
| | | | 100312959 | 1/6/2016 | POWER/3715 BP WAY W, #A1 | 20.23 | |
| | | | 100312905 | 1/6/2016 | POWER/3715 BP WAY W, #A-3A | 19.07 | |
| | | | 100802489 | 1/6/2016 | POWER/3904 BP WAY W | 15.30 | |
| | | | 100086165 | 1/6/2016 | POWER/7813 44TH ST W | 3.72 | |
| | | | 100086155 | 1/6/2016 | POWER/7801 40TH ST W | 3.72 | 7,904.99 |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|-----------|--------|-----------------------------|------------------|-------------|-----------------------------|-------------|
| 51977532 | 1/15/2016 | 023782 | COMPLETE OFFICE SOLUTIONS, | 1305912-0 | 12/17/2015 | COPY PAPER | 437.60 |
| | Voucher: | 39943 | | 1306519-0 | 12/18/2015 | MISC SUPPLIES/IT | 230.40 |
| | | | | 1304245-0 | 12/14/2015 | PLANNERS/DESK PADS/VARIOU | 115.31 |
| | | | | 1305864-0 | 12/17/2015 | WALL CALENDAR/APPT BOOKS/ | 65.65 |
| | | | | 1303816-0 | 12/14/2015 | MISC SUPPLIES/COMMUNICAT | 32.30 |
| | | | | 1303817-0 | 12/14/2015 | MAILING LABELS/DEV SERVICE | 25.43 |
| | | | | 1306085-0 | 12/17/2015 | NOTEBOOKS/ED OFFICE | 21.64 |
| | | | | 1303816-1 | 12/17/2015 | RECORDABLE DVD/COMMUNIC/ | 11.02 |
| | | | | | | | 939.35 |
| 51977533 | 1/15/2016 | 002066 | CONSOLIDATED ELECTR.DIST.C | 8541-406897 | 12/30/2015 | DISTRIBUTOR KITS/PROPERTY I | 315.03 |
| | Voucher: | 39944 | | 8541-406926 | 12/30/2015 | SERIES A EXH-FAN HSNG | 9.54 |
| | | | | | | | 324.57 |
| 51977534 | 1/15/2016 | 024347 | COPIERS NORTHWEST, INC. | INV1311157 | 12/23/2015 | DEC22-JAN21/LEASE PAYMENT/I | 105.46 |
| | Voucher: | 39945 | | | | | 105.46 |
| 51977535 | 1/15/2016 | 023065 | ECONOMIC DEVELOPMENT BOA | IAFF1015 | 12/10/2015 | FUTURE FOCUS PLEDGE 2015 | 5,000.00 |
| | Voucher: | 39946 | | | | | 5,000.00 |
| 51977536 | 1/15/2016 | 003203 | EVERSON'S ECONO VAC INC. | 076461 | 12/30/2015 | CCTV INSPECTION/BRIDGEPOR | 297.50 |
| | Voucher: | 39947 | | | | | 297.50 |
| 51977537 | 1/15/2016 | 024894 | FIGUEROA, JAVIER | REIMB | 12/8/2015 | PARKING/HOTEL MURANO/WOR | 16.43 |
| | Voucher: | 39948 | | | | | 16.43 |
| 51977538 | 1/15/2016 | 002198 | FIRST AMERICAN TITLE INSUR. | C865-426949988 | 12/17/2015 | RECORD EASEMENT, ETC/2602- | 397.00 |
| | Voucher: | 39949 | | 865-426950004 | 12/21/2015 | RECORD EASEMENT, ETC/2415- | 157.00 |
| | | | | 865-426950052 | 12/30/2015 | RECORD EASEMENT/2700 BP W | 78.00 |
| | | | | | | | 632.00 |
| 51977539 | 1/15/2016 | 022100 | GARY WHEELER CONSULTING | 134 | 11/29/2015 | OCT-NOV15/TOWN CENTER/COM | 600.00 |
| | Voucher: | 39950 | | | | | 600.00 |
| 51977540 | 1/15/2016 | 025710 | HODGE PRODUCTS INC | 0353141-IN | 12/18/2015 | PADLOCKS FOR STORM POND C | 545.25 |
| | Voucher: | 39951 | | | | | 545.25 |
| 51977541 | 1/15/2016 | 003072 | HOLLOWAY, MARIAN | REIMB | 10/21/2015 | REIIMB/ FOOD/HAWAII DELEGAT | 95.09 |
| | Voucher: | 39952 | | | | | 95.09 |
| 51977542 | 1/15/2016 | 001222 | HOME DEPOT CREDIT SERVICES | 6035-3225-0105-0 | 12/28/2015 | MISC REPAIR & MAINTENANCE | 59.90 |
| | Voucher: | 39953 | | | | | 59.90 |
| 51977543 | 1/15/2016 | 021616 | KELLEY IMAGING SYSTEMS | 18058353 | 12/24/2015 | LEASE/SHARP MX-5111N COIEF | 446.95 |
| | Voucher: | 39954 | | | | | 446.95 |
| 51977544 | 1/15/2016 | 002341 | LABOR READY NORTHWEST, INC | 20439163 | 12/11/2015 | CONTROLL VENDOR PARKING/M | 75.16 |
| | Voucher: | 39955 | | | | | 75.16 |
| 51977545 | 1/15/2016 | 025833 | LAKERIDGE PAVING COMPANY LI | 3 | 12/22/2015 | CIRQUE DRIVE OVERLAY PROJE | 55,649.83 |
| | Voucher: | 39956 | | | | | 55,649.83 |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|-----------|--------|--------------------------------------|------------------|------------------------------|------------------------------|-------------|
| 51977546 | 1/15/2016 | 001607 | LES SCHWAB TIRE | 30100275623 | 11/23/2015 | TIRES/DODGE DAKOTA | 860.25 |
| | Voucher: | 39957 | LATE FEE | 12/31/2015 | LATE FEE/INV #30100275623 | 15.00 | 875.25 |
| 51977547 | 1/15/2016 | 001243 | LLOYD ENTERPRISES INC | 192599 | 12/29/2015 | PRO GRO/PARKS | 597.32 |
| | Voucher: | 39958 | | | | | 597.32 |
| 51977548 | 1/15/2016 | 001258 | MCCARTHY & CAUSSEAU | 227 | 12/31/2015 | DEC15/HEARING EXAMINER SEF | 2,136.41 |
| | Voucher: | 39959 | | | | | 2,136.41 |
| 51977549 | 1/15/2016 | 001378 | MOUNTAIN MIST WATER | 000330816 | 12/9/2015 | #075361/BOTTLED WATER/CITY I | 51.00 |
| | Voucher: | 39960 | 000356750 | 12/23/2015 | #075361/BOTTLED WATER/CITY I | 38.75 | |
| | | | 000356749 | 12/23/2015 | #075361/BOTTLED WATER/REC C | 26.50 | |
| | | | 000332972 | 12/10/2015 | #075361/BOTTLED WATER/PW SI | 21.25 | |
| | | | 000315363 | 12/1/2015 | #031650/BOTTLED WATER/SR CE | 21.25 | |
| | | | 000330811 | 12/9/2015 | #068332/BOTTLED WATER/CM O | 16.97 | |
| | | | 000330822 | 12/9/2015 | #065205/BOTTLED WATER/COUM | 14.31 | |
| | | | 000356746 | 12/23/2015 | #075361/BOTTLED WATER/PW SI | 12.50 | |
| | | | 000358828 | 12/24/2015 | #031650/BOTTLED WATER/SR CE | 12.50 | |
| | | | 000335495 | 12/11/2015 | #031650/BOTTLED WATER/SR CE | 7.25 | |
| | | | 000356747 | 12/23/2015 | #068332/BOTTLED WATER/CM O | 6.75 | |
| | | | 000330824 | 12/9/2015 | #066460/BOTTLED WATER/FITNE | 6.56 | 235.59 |
| 51977550 | 1/15/2016 | 001095 | NEWS TRIBUNE | I02176213-122420 | 12/27/2015 | LEGAL NOTICING IN NEWS TRIB | 161.49 |
| | Voucher: | 39961 | | | | | 161.49 |
| 51977551 | 1/15/2016 | 002272 | NORTHWEST STEEL AND PIPE | 867243 | 12/21/2015 | 240" SQ TUBE | 104.80 |
| | Voucher: | 39962 | | | | | 104.80 |
| 51977552 | 1/15/2016 | 001109 | PIERCE COUNTY BUDGET & FIN/CI-209789 | | 12/19/2015 | NOV15/ANIMAL CONTROL & SHE | 8,521.90 |
| | Voucher: | 39963 | | | | | 8,521.90 |
| 51977553 | 1/15/2016 | 024698 | PIERCE COUNTY SECURITY, INC.304067 | | 1/8/2016 | #010576//DEC15/SECURITY/TREI | 127.75 |
| | Voucher: | 39964 | | | | | 127.75 |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|-----------|--------|------------------------------|--------------|-------------|------------------------------|-------------|
| 51977554 | 1/15/2016 | 001588 | PIERCE COUNTY SEWER | 00664685 | 1/3/2016 | SEWER/4951 GRANDVIEW DR W | 144.99 |
| | Voucher: | 39965 | | 00566276 | 1/3/2016 | SEWER/3715 BP WAY W | 144.99 |
| | | | | 00000591 | 1/3/2016 | SEWER/2534 GRANDVIEW DR W | 62.34 |
| | | | | 01571443 | 1/3/2016 | SEWER/7520 CIRQUE DR W | 32.28 |
| | | | | 01576712 | 1/3/2016 | SEWER/3609 MARKET PL W/RET | 32.28 |
| | | | | 01576721 | 1/3/2016 | SEWER/3609 MARKET PL W/RET | 32.28 |
| | | | | 01576739 | 1/3/2016 | SEWER/3609 MARKET PL W/RET | 32.28 |
| | | | | 01512692 | 1/3/2016 | SEWER/3555 MARKET PL W | 17.26 |
| | | | | 00604682 | 1/3/2016 | SEWER/2917 MORRISON RD W | 17.26 |
| | | | | 01633279 | 1/3/2016 | SEWER/1902 SEAVIEW AVE W | 17.26 |
| | | | | | | | 533.22 |
| 51977555 | 1/15/2016 | 022955 | PLUMB SIGNS, INC. | IV-15140 | 12/31/2015 | CHANGE OUT LED BULBS/GARA | 1,089.73 |
| | Voucher: | 39966 | | | | | 1,089.73 |
| 51977556 | 1/15/2016 | 001161 | PUGET SOUND ENERGY CORP | 300000009641 | 1/4/2016 | GAS/3715 BP WAY W, #D2 & #A3 | 625.80 |
| | Voucher: | 39967 | | 200017087624 | 12/30/2015 | GAS/2534 GRANDVIEW DR W | 249.97 |
| | | | | 200000971479 | 12/24/2015 | GAS/4910 BRISTONWOOD DR W | 237.97 |
| | | | | 200014542258 | 12/29/2015 | GAS/7450 MARKET SQ W | 55.70 |
| | | | | 220008861142 | 12/29/2015 | GAS/3715 BP WAY W, #BDGS1 | 45.70 |
| | | | | 300000010987 | 1/4/2016 | GAS/3715 BP WAY W, #E2 | 103.45 |
| | | | | | | | 1,318.59 |
| 51977557 | 1/15/2016 | 024186 | RAILROAD MGMNT CO. III, LLC | 323224 | 8/26/2015 | RENT/STORM WATER CROSSING | 160.78 |
| | Voucher: | 39968 | | | | | 160.78 |
| 51977558 | 1/15/2016 | 023883 | RODARTE CONSTRUCTION INC. | 14 | 12/9/2015 | CONSTRUCTION/BP WAY W 3B F | 50,206.80 |
| | Voucher: | 39969 | | | | | 50,206.80 |
| 51977559 | 1/15/2016 | 001124 | SAFEWAY, INC. | 64682 | 1/2/2016 | ACCT #64682/MISC PURCHASES | 19.28 |
| | Voucher: | 39970 | | | | | 19.28 |
| 51977560 | 1/15/2016 | 024207 | SEA-TAC LIGHTING & CONTRLS, | I20664 | 12/18/2015 | REPLACEMENT LIGHTS/SHOP B. | 8,311.34 |
| | Voucher: | 39971 | | | | | 8,311.34 |
| 51977561 | 1/15/2016 | 025855 | SMARSH, INC. | INV00133330 | 12/31/2015 | DEC15/SOCIAL MEDIA ARCHIVIN | 150.00 |
| | Voucher: | 39972 | | | | | 150.00 |
| 51977562 | 1/15/2016 | 024457 | SONSRAY MACHINERY LLC | 011431 | 12/29/2015 | MISC PARTS/PW FLEET | 269.49 |
| | Voucher: | 39973 | | | | | 269.49 |
| 51977563 | 1/15/2016 | 002613 | SUPERIOR LINEN SERVICE, INC. | 20748 | 12/30/2015 | OFFICE MAT RENTAL/PW SHOP | 89.00 |
| | Voucher: | 39974 | | | | | 89.00 |
| 51977564 | 1/15/2016 | 025311 | TACOMA WINSUPPLY, INC. | 024486-00 | 12/22/2015 | SUPPLIES/PW | 329.56 |
| | Voucher: | 39975 | | | | | 329.56 |

Bank : bofa BANK OF AMERICA

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------------------------------------|-----------|--------|-------------------------------|-------------|-------------|-----------------------------|-------------------|
| 51977565 | 1/15/2016 | 002823 | THOMPSON ELECTRICAL CONST | 1215-8025CG | 12/30/2015 | CONTRACTED ELECTRICAL REF | 6,711.38 |
| | Voucher: | 39976 | | 1215-8124CG | 12/23/2015 | CIVIC CENTER/TROUBLESHOOT | 1,003.33 |
| | | | | 1115-8024CG | 11/24/2015 | TROUBLESHOOTING/CIVIC CEN | 222.34 |
| | | | | | | | 7,937.05 |
| 51977566 | 1/15/2016 | 025336 | US BANK | 745000006 | 12/31/2015 | CUSTOMER #745000006/DEC15/I | 22.00 |
| | Voucher: | 39977 | | | | | 22.00 |
| 51977567 | 1/15/2016 | 025910 | VARIDESK | I-N-17386 | 12/15/2015 | CUBE CORNER DESK | 500.00 |
| | Voucher: | 39978 | | | | | 500.00 |
| 51977568 | 1/15/2016 | 001153 | VERIZON WIRELESS,LLC. | 9757180494 | 12/12/2015 | CELL PHONES/PW & PARKS MAI | 768.75 |
| | Voucher: | 39979 | | | | | 768.75 |
| 51977569 | 1/15/2016 | 001345 | WA STATE TREASURER | 4THQTR15 | 1/4/2016 | 4THQTR15/BUILDING CODE FEE | 157.50 |
| | Voucher: | 39980 | | | | | 157.50 |
| 51977570 | 1/15/2016 | 001781 | WILLIAMS OIL FILTER SVC, INC. | 190126 | 12/29/2015 | JIC SWIVEL HOSE ASSEMBLY/SK | 126.41 |
| | Voucher: | 39981 | | | | | 126.41 |
| 51977571 | 1/15/2016 | 001357 | ZUMAR INDUSTRIES INC | 0179806 | 12/14/2015 | SUPPLIES/BRACKET/TOTE/FLAT | 1,219.30 |
| | Voucher: | 39982 | | | | | 1,219.30 |
| Sub total for BANK OF AMERICA: | | | | | | | 170,335.21 |

50 checks in this report.

Grand Total All Checks: 170,335.21

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 01/15/16 (2016 Invoices)

Check Range: 51977572-51977589 and Wire Transfers: none

Claims Approval

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

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

Vendor Name

Replacement Check #

Original Check #

Auditing Officer: _____

Date: _____

Bank : bofa BANK OF AMERICA

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------|-----------|----------------|-------------------------------------|-------------|-------------|------------------------------|-------------|------------|
| 51977572 | 1/15/2016 | 025917 | 2 WATCH MONITORING INC | 19854/JAN16 | 12/31/2015 | ALCOHOL & DRUG TESTING/INM | 466.75 | 466.75 |
| | | Voucher: 39983 | | | | | | |
| 51977573 | 1/15/2016 | 025179 | ACCESS INFORMATION MANAGE1261537 | | 12/31/2015 | 2016 PROFESSIONAL SERVICES | 240.61 | 240.61 |
| | | Voucher: 39984 | | | | | | |
| 51977574 | 1/15/2016 | 001007 | ASSN OF WASHINGTON CITIES | 39741 | 1/11/2016 | 2016/WORKERS COMP RETRO S | 3,362.49 | |
| | | Voucher: 39985 | | 39598 | 1/11/2016 | 2016/DRUG & ALCOHOL CONSOI | 487.00 | 3,849.49 |
| 51977575 | 1/15/2016 | 001182 | BIG JOHN'S TROPHIES | 130658 | 1/5/2016 | WHITE & RED PLASTIC NAME PL | 9.86 | 9.86 |
| | | Voucher: 39986 | | | | | | |
| 51977576 | 1/15/2016 | 021643 | BLAISDELL, LESLIE | FEB16/TEEX | 12/15/2015 | FEB16/TEEX TRAINING/PER DIEI | 181.50 | 181.50 |
| | | Voucher: 39987 | | | | | | |
| 51977577 | 1/15/2016 | 001196 | COOPER, GARY | FEB16/TEEX | 12/16/2015 | FEB16/TEEX TRAINING/PER DIEI | 181.50 | 181.50 |
| | | Voucher: 39988 | | | | | | |
| 51977578 | 1/15/2016 | 025932 | FLETT, WENDY | REFUND | 1/11/2016 | REFUND/#5153 - BOEHMS CAND | 34.00 | 34.00 |
| | | Voucher: 39989 | | | | | | |
| 51977579 | 1/15/2016 | 022739 | GRAINGER | 9930164844 | 1/4/2016 | PLUG IN CFL/PHOTOCONTROL | 66.79 | 66.79 |
| | | Voucher: 39990 | | | | | | |
| 51977580 | 1/15/2016 | 001858 | GRAY LUMBER COMPANY | 49239 | 1/8/2016 | BUILDING MATERIALS/CIVIC/CIT | 151.28 | 151.28 |
| | | Voucher: 39991 | | | | | | |
| 51977581 | 1/15/2016 | 001406 | GUARDIAN SECURITY GROUP IN70659 | | 1/11/2016 | STANDARD KEY | 42.61 | 42.61 |
| | | Voucher: 39992 | | | | | | |
| 51977582 | 1/15/2016 | 002081 | HALES, JENNIFER | FEB16/TEEX | 1/5/2016 | FEB16/TEEX TRAINING/PER DIEI | 181.50 | 181.50 |
| | | Voucher: 39993 | | | | | | |
| 51977583 | 1/15/2016 | 001497 | ORNAMENTAL STONE INC | 18711 | 1/11/2016 | POWDER COATED STEEL CANO | 240.68 | 240.68 |
| | | Voucher: 39994 | | | | | | |
| 51977584 | 1/15/2016 | 021638 | PACIFICSOURCE ADMIN, INC. | 0000248841 | 12/15/2015 | JAN16 ADMIN FEE/2016 RENEWA | 470.00 | 470.00 |
| | | Voucher: 39995 | | | | | | |
| 51977585 | 1/15/2016 | 001276 | PUGET SOUND FINANCE OFFICE2016DUES | | 1/13/2016 | 2016 MEMBERSHIP DUES~ | 100.00 | 100.00 |
| | | Voucher: 39996 | | | | | | |
| 51977586 | 1/15/2016 | 001320 | SWINDALE, DAVID J | FEB16/TEEX | 12/31/2015 | FEB16/TEEX TRAINING/PER DIEI | 181.50 | 181.50 |
| | | Voucher: 39997 | | | | | | |
| 51977587 | 1/15/2016 | 003065 | TACOMA-PIERCE CO HEALTH DEIN0158287 | | 12/30/2015 | 2016 ANNUAL WATER SYSTEM P | 70.00 | 70.00 |
| | | Voucher: 39998 | | | | | | |
| 51977588 | 1/15/2016 | 025560 | UNIVERSITY PLACE CIVIC BLDG 20 | | 1/11/2016 | 2016 OPERATING ACCT FUNDIN | 102,633.66 | 102,633.66 |
| | | Voucher: 39999 | | | | | | |

Bank : bofa BANK OF AMERICA (Continued)

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|---------------------------------------|-------------|---------------|----------------------------|-----------------|--------------------|----------------------------|--------------------|------------|
| 51977589 | 1/15/2016 | 024399 | WELLS FARGO FINANCIAL LEAS | 5002722071 | 12/23/2015 | JAN19-FEB18/LEXMARK PRINTE | 95.00 | 95.00 |
| | Voucher: | 40000 | | | | | | |
| Sub total for BANK OF AMERICA: | | | | | | | | 109,196.73 |

18 checks in this report.

Grand Total All Checks: 109,196.73

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

Proposed Council Action:

Authorize the acceptance of the warranty deed from KT DV LLC that conveys a portion of parcel 4480000301 to the City for right-of-way purposes.

Agenda No: 7B
Dept. Origin: Engineering
For Agenda of: January 19, 2016
Exhibits: Warranty Deed

Concurred by Mayor: _____
Approved by City Manager: _____
Approved as to form by City Atty.: _____
Approved by Finance Director: _____
Approved by Department Head: _____

| | | |
|-------------------------------|-------------------------|--------------------------------|
| Expenditure Required: \$ 0 | Amount Budgeted: \$0 | Appropriation Required: \$0 |
|-------------------------------|-------------------------|--------------------------------|

SUMMARY / POLICY ISSUES

Recently an application for a building permit was made for work at the Devonshire Apartments (2707 Mountain View Ave W) that triggered the requirement for the property owner to construct frontage improvements (sidewalks, street lights, landscaping, etc.) along 27th Street West. The City has a project scheduled for later this year that will construct similar roadway improvements in the vicinity of the Devonshire Apartments. In order to minimize the impacts to the travelling public, maintain a consistency of construction and reduce time and costs to the property owner, it has been determined to be in the best interest of the City and the property owner to build the required frontage improvements as part of the City project and for the property owner to contribute the associated share of the construction costs. In order to accommodate the required improvements, additional right-of-way is needed from the property owner. The owner has signed a warranty deed (attached) that will convey this needed property to the City.

ALTERNATIVES CONSIDERED

The property owner had the option to build the required frontage improvements separately, however this would result in increased engineering and bonding costs for the property owner and a delay in the permit issuance. In addition, separate construction would result in increased impacts to the travelling public.

RECOMMENDATION / MOTION

MOVE TO: Authorize the acceptance of the warranty deed from KT DV LLC that conveys a portion of parcel 4480000301 to the City for right of way purposes.

CITY OF UNIVERSITY PLACE
Attn: City Clerk's Office
3715 Bridgeport Way W.
University Place, WA 98466

Document Title: Warranty Deed
Grantor:
Grantee: City of University Place, a municipal corporation
of the State of Washington
Legal Description: A portion of Sec.10,TWN 20 N, RNG 2 E, Quarter 31, Highland
Views
Assessor's Tax Parcel Number: 4480000301

WARRANTY DEED

MEHDI M. KAZEMZADEH, for

The Grantor, KT DV LLC, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable considerations, hereby conveys and warrants to the **City of University Place, a municipal corporation of the State of Washington**, and its assigns, the following described property situated in Pierce County, State of Washington to the same extent and purpose as if the property herein granted had been acquired under the Eminent Domain statute of the State of Washington:

The North 5 feet of the East 64.95 feet of the following described property:

Section 10, Township 20, Range 02 Quarter 31 HIGHLANDS VIEWS: HIGHLAND VIEWS ASSESSED UNDER DEVONSHIRE 1 CONDO 349470- DESCRIBED AS W 65 FEET L8 EXCEPT S 112 FEET B2 ALSO W 5 FEET OF NORTH 12 FEET OF 112 FEET N OF W 65 FEET L8 FAIRVIEW AVE OUT OF 030-0 SEG S -0802 HB TOG/W L1 INCL 20 FEET 17TH ST VAC, L2 THRU 4, L5 THRU 8 EXC E 10 FEET B 108 OF UNIVERSITY PLACE 2ND DIV OUT OF 057-0 SEG S0802 HB ES DC102098 KM.

It is understood and agreed that delivery of this warranty deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of University Place unless and until accepted and approved hereon in writing for the City of University Place by its City Manager.

DATED this 22nd day of December, ~~2010~~ ²⁰¹⁵.

Mehdi M. Kazemzadeh, Trustee

(Signature) Grantor

Kazemzadeh Trust U-14-90

*Sole member of
KT DV LLC*

(Signature) City of University Place

CITY OF UNIVERSITY PLACE
Attn: City Clerk's Office
3715 Bridgeport Way W.
University Place, WA 98466

(Printed Name)

(Printed Name)

California
STATE OF ~~WASHINGTON~~)
County of San Diego) : ss.

Mehdi M. Kazemzadeh

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22 day of December, 2016.

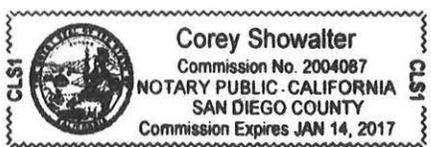
Corey Showalter
NOTARY PUBLIC in and for

My commission expires:

Notary Seal

Please stay within block.

Notary (print name) Corey Showalter
Notary Public in and for the State of ~~Washington~~, California
residing at San Diego
My Appointment expires January 14, 2017



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

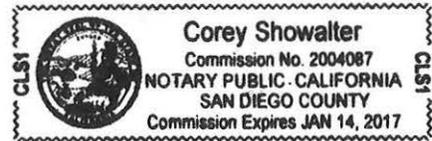
On December 22, 2015 before me, Corey Showalter, Notary Public
(insert name and title of the officer)

personally appeared Mendi M. Kazemzadeh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Assessor-Treasurer electronic Property Information Profile

Parcel Map for 4480000301

12/21/2015 11:50 AM



| | |
|---|---|
| Property Details Parcel Number: 4480000301 Site Address: XXX MT VIEW AV W Account Type: Real Property Category: Land and Improvements Use Code: 0000-UNKNOWN | Taxpayer Details Taxpayer Name: UNKNOWN CONVERSION PARTY Mailing Address: UNKNOWN PARTY ADDRESS UNKNOWN CITY WA |
|---|---|

For additional mapping options, visit [Public GIS](#)

RTSQ Maps: [Normal \(200 Scale\)](#) | [Detailed \(100 Scale\)](#)

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

Pierce County Assessor-Treasurer
Mike Lonergan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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Memo

DATE: January 19, 2016
TO: City Council
CC: Steve Sugg, City Manager
FROM: Lisa Petorak, Human Resources Manager
SUBJECT: 2016 Refuse Rate Increase Request

In accordance with the current Franchise Agreement, U.P. Refuse is proposing a CPI adjustment and an LRI-related disposal tip fee pass-through rate increase to begin March 1, 2016. U.P. Refuse is also requesting adjustments related to waste broker accounts and late charges.

Proposed Increases

Franchise allowed adjustments

1. CPI Adjustment

U.P. Refuse is seeking Council approval of a 1.12% increase in accordance with Section 17.3 of the Franchise Agreement that states, "The Base Rates shall be adjusted by 70% of the...Index reported for June 30 of the preceding year..." The Seattle-Tacoma-Bremerton June to June CPI-U increased by 1.6%. 70% of the increase equates to a 1.12% CPI increase to the base rates for U.P. Refuse under the Franchise Agreement.

2. Tipping Fee Pass-Through Increase

On March 1, 2016, Pierce County will increase the system base rate tipping fee from \$144.97 per ton to \$145.84 per ton, an increase of \$0.87 per ton or 0.6%.

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 total increase, including CPI and pass-through tipping fee

increases, will be between \$0.26 and \$0.71 per month depending on the size of the toter and frequency of collection for most residents.

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: | \$25.25 per month |
| 2016 CPI Increase: | \$0.28 |
| 2016 Tipping Fee Pass-through: | \$0.06 |
| Total 2016 Rate: | \$25.59 per month |
| Difference of: | \$0.34 per month increase |

Special Requests

1. Waste Broker Account Restart Fee

Waste brokers handle refuse accounts on behalf of mostly national commercial chains. Within University Place there are approximately 23 accounts that are handled by waste brokers. University Place Refuse is requesting a special waste broker account restart fee as a penalty for letting accounts laps and to help offset administrative costs. All residential and commercial customers are charged the same fee, \$18.07 in 2015, to restart service. U.P. Refuse is requesting that this fee be increased to \$50.00 for waste broker accounts only. Additionally, if a waste broker goes delinquent again during the subsequent twelve-month period, they will be assessed a \$100 restart fee instead of the original \$50.00 fee.

2. Increase to Late Charge Fees

Currently, all customers are assessed a late fee of \$1.69 for any late payment. U.P. Refuse is requesting this be changed to more accurately reflect its administration costs associated with late payments. They are requesting the late charge fee be increased to \$6.50 for all customers.

The current Franchise Agreement, which determines how CPI increases and pass-through tipping fee increases are assessed, runs through 2025. Changes made to U.P. Refuse solid waste rates will also apply to University Place customers of Lakewood Refuse.

Conclusion

There are three items for your consideration for the Council Meeting that is scheduled for Monday, February 1, 2016:

1. CPI adjustment (1.12%) that is subject to Section 17.3 of the Franchise Agreement, and the Tipping Fee Pass through increase (0.6%) that is subject to Section 17.6 of the Franchise Agreement.
2. Special request by U.P. Refuse for a waste broker account restart fee of \$50.00 for the first account restart and \$100 for any delinquencies within a 12-month period.
3. Special request by U.P. Refuse to increase late charge minimums for all customers from \$1.69 to \$6.50.

University Place Refuse Service, Inc.

Tariff Worksheet - effective 3-1-16

Final
Base Rates
3/1/2016

EXHIBIT A - Rates

1/12/2016

Miscellaneous Service

| Item | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | |
|---|-----------------------|---------------------------|----------------|-----------------|
| Late Charge on delinquent balances | | | | |
| Rate | 1 | N.A. | Per Month | 1.50% |
| Minimum | 1 | N.A. | Per Month | \$ 6.50 |
| Account Restart Fee (after stoppage due to delinquency) | | | | |
| Residential and commercial Garbage Toter Accounts | 1 | N.A. | Each time | \$ 18.28 |
| Commercial Container, Drop Box & Compactor Accounts | | N.A. | Each time | \$ 18.28 |
| Waste Broker** Accounts (applies to all Waste Broker Accounts regardless of service type) | | N.A. | Each time* | \$ 50.00 |
| *If more than one such delinquency occurs during any 12 month period, the fee charged shall double for the 2nd and each additional restart occurring in that period. . | | | | |
| ** A Waste Broker is a third party hired by a business that typically has many locations, primarily retail chain stores. The Waste Broker charges a fee to the business for handling the scheduling and billing for waste and recycling services for the business' locations. A property management company that handles all aspects of a property for the business owner is not considered a Waste Broker. | | | | |
| Can over size/weight | 1 | N.A. | Each time | \$ 10.72 |
| Overtime Charges | | | | |
| Per Hour | 1 | N.A. | Per Hour | \$ 42.43 |
| Minimum | 1 | N.A. | Minimum | \$ 42.43 |
| Assessed in addition to regular charges shown when customer requires service during Overtime and Holiday periods. | | | | |
| Return Trip Charges | | | | |
| Recycling, Yard Waste, or Garbage Toter (all sizes) | 1 | N.A. | Each Time | \$ 19.43 |
| Drop Box | 2 | N.A. | Each Time | \$ 39.27 |
| Container | 2 | N.A. | Each Time | \$ 39.61 |
| Gate charge | | | | |
| Per Occurrence | 2 | N.A. | Each Time | \$ 6.42 |
| Monthly Minimum | 2 | N.A. | Minimum | \$ 27.85 |
| Unlocking Charge | | | | |
| Per Occurrence | 2 | N.A. | Each Time | \$ 3.21 |
| Monthly Minimum | 2 | N.A. | Minimum | \$ 13.91 |

Disposal Fees

| | | | | | |
|-------------------------------|---|------|----------|----|--------|
| Land Recovery - MSW (per ton) | 4 | N.A. | Per Ton | \$ | 159.53 |
| Demolition (per ton) | 4 | N.A. | Per Ton | \$ | 159.53 |
| Car Tires (each) | 4 | N.A. | Each | \$ | 10.00 |
| Truck Tires (each) | 4 | N.A. | Each | \$ | 16.68 |
| Appliances (each) | 4 | N.A. | Each | \$ | 50.01 |
| Ash (per yard) | 4 | N.A. | Per Yard | \$ | 45.84 |
| Asbestos (per yard) | 4 | N.A. | Per Yard | \$ | 250.09 |

Rate per Hour

| | | | | | |
|--------------------------------------|---|------|----------|----|-------|
| Single Rear-Drive Axle Truck | | | | | |
| Non-Packer Truck and Driver | 2 | N.A. | Per Hour | \$ | 48.37 |
| Packer Truck and Driver | 2 | N.A. | Per Hour | \$ | 77.37 |
| Drop Box Truck and Driver | 2 | N.A. | Per Hour | \$ | 49.24 |
| Each Extra Person | 2 | N.A. | Per Hour | \$ | 38.69 |
| Tandem Rear-Drive Axle Truck | | | | | |
| Packer Truck and Driver | 2 | N.A. | Per Hour | \$ | 96.73 |
| Tractor or Drop Box Truck and Driver | 2 | N.A. | Per Hour | \$ | 98.49 |
| Each additional axle | 2 | N.A. | Per Hour | \$ | 38.69 |

Refunds

| | | | | | |
|--|---|------|---------|----|------|
| | 1 | N.A. | Minimum | \$ | 8.53 |
|--|---|------|---------|----|------|

Residential Service

Residential Garbage and Recycling

| Quantity | Size | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Frequency | Description | Rate Qualifier |
|-------------------------|---------------|--------------------------|------------------------------|----------------|-------------------------------|--------------------|
| 1 | 24 gal. Toter | 1 | 54 | Every-other Wk | Garbage service only | \$ 20.43 |
| 1 | 24 gal. Toter | 1 | 54 | Every-other Wk | Garbage and recycling service | \$ 18.75 |
| 1 | 48 gal. Toter | 1 | 88 | Every-other Wk | Garbage service only | \$ 24.07 |
| 1 | 48 gal. Toter | 1 | 88 | Every-other Wk | Garbage and recycling service | \$ 22.39 |
| 1 | 48 gal. Toter | 1 | 166 | Weekly | Garbage service only | \$ 33.46 |
| 1 | 48 gal. Toter | 1 | 166 | Weekly | Garbage and recycling service | \$ 31.76 |
| 1 | 64 gal. Toter | 1 | 132 | Every-other Wk | Garbage service only | Per Month \$ 27.32 |
| 1 | 64 gal. Toter | 1 | 132 | Every-other Wk | Garbage and recycling service | Per Month \$ 25.59 |
| 1 | 64 gal. Toter | 1 | 199 | Weekly | Garbage service only | Per Month \$ 39.84 |
| 1 | 64 gal. Toter | 1 | 199 | Weekly | Garbage and recycling service | Per Month \$ 36.44 |
| 1 | 96 gal. Toter | 1 | 266 | Weekly | Garbage service only | Per Month \$ 52.38 |
| 1 | 96 gal. Toter | 1 | 266 | Weekly | Garbage and recycling service | Per Month \$ 47.31 |
| | 24 gal. Toter | 1 | 25 | Occasional | Extra on-route pickup | \$ 4.45 |
| | 48 gal. Toter | 1 | 41 | Occasional | Extra on-route pickup | \$ 8.04 |
| | 64 gal. Toter | 1 | 61 | Occasional | Extra on-route pickup | \$ 10.68 |
| Each Can, Bag or Bundle | | 1 | 34 | Occasional | Extra garbage | Per Pickup \$ 6.44 |
| Recycle only service | | 1 | N.A. | Every-other Wk | | Per Month \$ 6.84 |

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

Residential Service - continued

Additional Residential Toter Services

| <u>Frequency</u> | <u>Description</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Rate</u> |
|------------------|---|---------------------|---------------------|---------------------------|
| | | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | <u>Qualifier</u> |
| Weekly | Over 5 feet but not over 25 feet | 1 | N.A. | Per Month \$ 3.32 |
| | For each additional 25 feet or fraction thereof, add: | 1 | N.A. | Per Month \$ 2.51 |
| | Drive-ins on driveways over 125 ft | 1 | N.A. | Per Month \$ 11.76 |

Yardwaste Collection

| <u>Quantity</u> | <u>Size</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Frequency</u> | <u>Description</u> | <u>Rate</u> |
|--|---------------|---------------------|---------------------|------------------|------------------------|----------------------------|
| | | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | | | <u>Qualifier</u> |
| 1 | 64 gal. Toter | 1 | N.A. | Every-other Wk | Yardwaste service only | Per Month \$ 6.20 |
| 1 | 64 gal. Toter | 1 | N.A. | Special Pickup | Yardwaste service only | Per Pickup \$ 13.88 |
| 1 | 96 gal. Toter | 1 | N.A. | Every-other Wk | Yardwaste service only | Per Month \$ 8.09 |
| 1 | 96 gal. Toter | 1 | N.A. | Special Pickup | Yardwaste service only | Per Pickup \$ 13.88 |
| Each Can, Bag or Bundle | | 1 | N.A. | Occasional | Extra Yardwaste | Per Pickup \$ 2.48 |
| Redelivery Charge (for service cancelled and restarted within 12 months) | | 1 | N.A. | | | Each Time \$ 22.20 |

Multi-Family Recycling

| <u>Description</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Rate</u> |
|-------------------------|---------------------|---------------------|--------------------------|
| | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | <u>Qualifier</u> |
| Recycling Customers | 3 | N.A. | Per Month \$ 5.68 |
| Non-recycling Customers | 3 | N.A. | Per Month \$ 6.75 |

Loose and Bulky Material

| <u>Description</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Rate</u> |
|---|---------------------|---------------------|---|
| <u>Regular Route</u> | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | <u>Qualifier</u> |
| Bulky Materials | 2 | 134 | (1 yard minimum charge) Per Yard \$ 18.59 |
| Carry Charge (per each 5 feet over 8 feet distance) | 2 | N.A. | Per Yard \$ 3.29 |
| Loose Material | 2 | 134 | (2 yards minimum charge) Per Yard \$ 19.92 |
| Carry Charge (per each 5 feet over 8 feet distance) | 2 | N.A. | Per Yard \$ 7.91 |

Special Pickups - Add Time Charges To Rates Shown Above

Commercial Service

Commercial Garbage Toters

| <u>Quantity</u> | <u>Size</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Frequency</u> | <u>Description</u> | <u>Rate</u> |
|-------------------------|---------------|---------------------|---------------------|------------------|----------------------|----------------------------|
| | | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | | | <u>Qualifier</u> |
| 1 | 64 gal. Toter | 1 | 132 | Every-other Wk | Garbage service only | Per Month \$ 25.59 |
| 1 | 64 gal. Toter | 1 | 60 | Special pickup | Garbage service only | Per Pickup \$ 20.95 |
| 1 | 64 gal. Toter | 1 | 199 | Weekly | Garbage service only | Per Month \$ 36.44 |
| 1 | 96 gal. Toter | 1 | 266 | Weekly | Garbage service only | Per Month \$ 47.31 |
| 1 | 96 gal. Toter | 1 | 90 | Special pickup | Garbage service only | Per Pickup \$ 28.82 |
| Each Can, Bag or Bundle | | 1 | 30 | Occasional | Extra garbage | \$ 6.74 |

Additional Toter Charges

| Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | Rate |
|--|-----------------------|---------------------------|----------------|---------|
| Over 5 feet but not over 25 feet | 1 | N.A. | Per Pickup | \$ 0.76 |
| For additional 25 feet or fraction thereof, add: | 1 | N.A. | Per Pickup | \$ 0.56 |
| Drive-ins on driveways over 125 ft | 1 | N.A. | Per Pickup | \$ 2.69 |

Container Service - Permanent Accounts (non-compacted)

Minimum service-weekly pickup

| Container Size | Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | Rate |
|----------------|---|-----------------------|---------------------------|----------------|-----------|
| 1 Yd | Special pickups | 2 | 134 | Per Pickup | \$ 33.64 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 581 | Per Month | \$ 111.00 |
| 1.5 Yd | Special pickups | 2 | 192 | Per Pickup | \$ 44.60 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 832 | Per Month | \$ 147.70 |
| 2 Yd | Special pickups | 2 | 249 | Per Pickup | \$ 55.51 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 1079 | Per Month | \$ 184.27 |
| 3 Yd | Special pickups | 2 | 363 | Per Pickup | \$ 77.35 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 1573 | Per Month | \$ 257.36 |
| 4 Yd | Special pickups | 2 | 470 | Per Pickup | \$ 98.94 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 2037 | Per Month | \$ 329.49 |
| 6 Yd | Special pickups | 2 | 645 | Per Pickup | \$ 141.12 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 2795 | Per Month | \$ 469.32 |

Container Service - Temporary Accounts (non-compacted)

| Container Size | Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per P/U | Rate Qualifier | Rate |
|----------------|------------------|-----------------------|---------------------------|----------------|-----------|
| All Sizes | Initial Delivery | 2 | N.A. | Per Delivery | \$ 43.67 |
| 1 Yd | Pickup Rate | 2 | 134 | Per Pickup | \$ 25.61 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 4.05 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 81.03 |
| 1.5 Yd | Pickup Rate | 2 | 192 | Per Pickup | \$ 34.09 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 4.05 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 93.49 |
| 2 Yd | Pickup Rate | 2 | 249 | Per Pickup | \$ 42.51 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 4.05 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 105.95 |
| 3 Yd | Pickup Rate | 2 | 363 | Per Pickup | \$ 59.40 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 5.30 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 118.43 |
| 4 Yd | Pickup Rate | 2 | 470 | Per Pickup | \$ 76.06 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 6.54 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 130.89 |
| 6 yd | Pickup Rate | 2 | 645 | Per Pickup | \$ 108.32 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 7.78 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 143.34 |

Container Service - Customer Owned (compacted)

Minimum service-weekly pickup

| Container Size | Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per P/U | Rate Qualifier |
|----------------|---|--------------------------|------------------------------|----------------------|
| 3 Yd | Special pickups | 2 | 996 | Per Pickup \$ 111.42 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 4316 | Per Month \$ 482.42 |
| 4 Yd | Special pickups | 2 | 1452 | Per Pickup \$ 137.65 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 6292 | Per Month \$ 596.14 |
| 5 Yd | Special pickups | 2 | 1880 | Per Pickup \$ 171.63 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 8146 | Per Month \$ 743.22 |
| 6 Yd | Special pickups | 2 | 2580 | Per Pickup \$ 198.87 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 11179 | Per Month \$ 861.22 |

Container Service - Miscellaneous

| Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier |
|---|--------------------------|------------------------------|---------------------|
| Roll-out Charge (moving container more than 5, but less than 20 feet) | 2 | N.A. | Per Pickup \$ 5.29 |
| Roll-out Charge (moving container each additional 20 feet) | 2 | N.A. | Per Pickup \$ 5.29 |
| Excess Weight Charge | 2 | N.A. | Per Pickup \$ 34.95 |
| Washing and Sanitizing Containers and Drop Boxes | | | |
| Washing | 2 | N.A. | Per Yard \$ 4.51 |
| | 2 | N.A. | Minimum \$ 30.04 |
| Steam Cleaning | 2 | N.A. | Per Yard \$ 6.28 |
| | 2 | N.A. | Minimum \$ 46.90 |
| Pickup and redelivery charge | 2 | N.A. | Round Trip \$ 45.89 |

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

| Drop Box Size | Description | Schedule | Lbs. Per Mo. | Qualifier |
|---------------|-------------------------------|----------|--------------|---------------------|
| 12 Yd | First Pickup | 2 | N.A. | Per Month \$160.92 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$71.89 |
| 13 Yd | First Pickup | 2 | N.A. | Per Month \$160.58 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$71.89 |
| 17 Yd | First Pickup | 2 | N.A. | Per Month \$171.31 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$75.43 |
| 20 Yd | First Pickup | 2 | N.A. | Per Month \$170.75 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$75.22 |
| 25 Yd | First Pickup | 2 | N.A. | Per Month \$191.18 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$86.19 |
| 30 Yd | First Pickup | 2 | N.A. | Per Month \$211.16 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$94.26 |
| 40 Yd | First Pickup | 2 | N.A. | Per Month \$258.55 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$122.37 |
| All Sizes | Excess Mileage Beyond 7 miles | 2 | N.A. | Per Mile \$2.98 |
| | Lid Charge | 2 | N.A. | Per Month \$13.09 |

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

| Drop Box Size | Description | Rate Ceiling | Garbage ave. | Rate | |
|---------------|-------------------------------|--------------|--------------|------------|-----------------|
| | | Schedule | Lbs. Per Mo. | Qualifier | |
| 12 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$86.70 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.21 |
| | Monthly Rate | 2 | N.A. | Per Month | \$151.18 |
| 13 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$86.70 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.16 |
| | Monthly Rate | 2 | N.A. | Per Month | \$150.54 |
| 17 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$90.58 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.42 |
| | Monthly Rate | 2 | N.A. | Per Month | \$158.53 |
| 20 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$90.38 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.40 |
| | Monthly Rate | 2 | N.A. | Per Month | \$157.89 |
| 25 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$99.96 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.69 |
| | Monthly Rate | 2 | N.A. | Per Month | \$167.71 |
| 30 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$109.69 |
| | Daily Rate | 2 | N.A. | Per Day | \$6.09 |
| | Monthly Rate | 2 | N.A. | Per Month | \$179.92 |
| 40 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$142.94 |
| | Daily Rate | 2 | N.A. | Per Day | \$8.18 |
| | Monthly Rate | 2 | N.A. | Per Month | \$244.70 |
| All Sizes | Initial Delivery | 2 | N.A. | One Time | \$67.00 |
| | Excess Mileage Beyond 7 miles | 2 | N.A. | Per Mile | \$2.98 |
| | Lid Charge | 2 | N.A. | Per Month | \$13.09 |

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

| Drop Box Size | Description | Rate Ceiling | Garbage ave. | Rate | |
|---------------|-------------------------------|--------------|--------------|------------|-----------------|
| | | Schedule | Lbs. Per Mo. | Qualifier | |
| 8 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$153.69 |
| 10 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$152.98 |
| 12 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$156.60 |
| 15 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$156.96 |
| 18 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$160.05 |
| 20 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$161.08 |
| 25 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$169.56 |
| 30 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$188.52 |
| 35 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$215.65 |
| 40 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$224.78 |
| All Sizes | Excess Mileage Beyond 7 miles | 2 | N.A. | Per Mile | \$2.98 |

Infectious Waste

| Gallons Total Per Pickup | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | | |
|-------------------------------------|----------------------------------|--------------------------------------|---------------------------|----|------|
| 0-10 | 2 | N.A. | Per Gallon | \$ | 3.10 |
| 11-20 | 2 | N.A. | Per Gallon | \$ | 2.69 |
| 21-30 | 2 | N.A. | Per Gallon | \$ | 2.68 |
| 31-40 | 2 | N.A. | Per Gallon | \$ | 2.64 |
| 41-50 | 2 | N.A. | Per Gallon | \$ | 2.62 |
| 51-60 | 2 | N.A. | Per Gallon | \$ | 2.53 |
| 61-70 | 2 | N.A. | Per Gallon | \$ | 2.41 |
| 71-80 | 2 | N.A. | Per Gallon | \$ | 2.30 |
| 81-90 | 2 | N.A. | Per Gallon | \$ | 2.16 |
| 91-100 | 2 | N.A. | Per Gallon | \$ | 2.02 |
| 101-110 | 2 | N.A. | Per Gallon | \$ | 1.93 |
| 111-120 | 2 | N.A. | Per Gallon | \$ | 1.89 |
| 121-130 | 2 | N.A. | Per Gallon | \$ | 1.81 |
| 131-140 | 2 | N.A. | Per Gallon | \$ | 1.71 |
| 141-150 | 2 | N.A. | Per Gallon | \$ | 1.63 |
| 151-160 | 2 | N.A. | Per Gallon | \$ | 1.61 |
| 161-170 | 2 | N.A. | Per Gallon | \$ | 1.57 |
| 171-180 | 2 | N.A. | Per Gallon | \$ | 1.55 |
| 181-190 | 2 | N.A. | Per Gallon | \$ | 1.50 |
| 191-200 | 2 | N.A. | Per Gallon | \$ | 1.47 |
| 201-210 | 2 | N.A. | Per Gallon | \$ | 1.45 |
| 211-220 | 2 | N.A. | Per Gallon | \$ | 1.40 |
| 221-230 | 2 | N.A. | Per Gallon | \$ | 1.35 |
| 231-240 | 2 | N.A. | Per Gallon | \$ | 1.32 |
| 241-250 | 2 | N.A. | Per Gallon | \$ | 1.30 |
| 251-260 | 2 | N.A. | Per Gallon | \$ | 1.29 |
| 261-270 | 2 | N.A. | Per Gallon | \$ | 1.24 |
| 271-280 | 2 | N.A. | Per Gallon | \$ | 1.22 |
| 281-290 | 2 | N.A. | Per Gallon | \$ | 1.20 |
| 291-300 | 2 | N.A. | Per Gallon | \$ | 1.20 |
| 301-310 | 2 | N.A. | Per Gallon | \$ | 1.19 |
| 311-320 | 2 | N.A. | Per Gallon | \$ | 1.17 |
| 321-330 | 2 | N.A. | Per Gallon | \$ | 1.15 |
| 331-340 | 2 | N.A. | Per Gallon | \$ | 1.12 |
| 341-350 | 2 | N.A. | Per Gallon | \$ | 1.12 |
| 351-360 | 2 | N.A. | Per Gallon | \$ | 1.11 |
| 361-370 | 2 | N.A. | Per Gallon | \$ | 1.08 |
| 371-380 | 2 | N.A. | Per Gallon | \$ | 1.07 |
| 381-390 | 2 | N.A. | Per Gallon | \$ | 1.06 |
| 391-400 | 2 | N.A. | Per Gallon | \$ | 1.06 |
| 401-410 | 2 | N.A. | Per Gallon | \$ | 1.04 |
| 411-420 | 2 | N.A. | Per Gallon | \$ | 1.04 |
| 421-430 | 2 | N.A. | Per Gallon | \$ | 1.03 |

| | | | | | |
|---------|---|------|------------|----|------|
| 431-440 | 2 | N.A. | Per Gallon | \$ | 1.03 |
| 441-450 | 2 | N.A. | Per Gallon | \$ | 1.02 |
| 451-460 | 2 | N.A. | Per Gallon | \$ | 1.02 |
| 461-470 | 2 | N.A. | Per Gallon | \$ | 1.01 |
| 471-480 | 2 | N.A. | Per Gallon | \$ | 1.01 |
| 481-490 | 2 | N.A. | Per Gallon | \$ | 0.97 |
| 491-500 | 2 | N.A. | Per Gallon | \$ | 0.97 |

Infectious Waste - Miscellaneous

| Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | | |
|----------------------|--------------------------|------------------------------|-------------------|----|-------|
| On-call Service, Add | 2 | N.A. | Per Pickup | \$ | 8.15 |
| Special Pick-up, Add | 2 | N.A. | Per Pickup | \$ | 8.15 |
| Minimum Charge | 2 | N.A. | Per Month | \$ | 31.05 |

Memo

DATE: January 19, 2016
TO: City Council
CC: Steve Sugg, City Manager
FROM: Lisa Petorak, Human Resources Manager
SUBJECT: 2016 Refuse Rate Increase Request

In accordance with the current Franchise Agreement, U.P. Refuse is proposing a CPI adjustment and an LRI-related disposal tip fee pass-through rate increase to begin March 1, 2016. U.P. Refuse is also requesting adjustments related to waste broker accounts and late charges.

Proposed Increases

Franchise allowed adjustments

1. CPI Adjustment

U.P. Refuse is seeking Council approval of a 1.12% increase in accordance with Section 17.3 of the Franchise Agreement that states, "The Base Rates shall be adjusted by 70% of the...Index reported for June 30 of the preceding year..." The Seattle-Tacoma-Bremerton June to June CPI-U increased by 1.6%. 70% of the increase equates to a 1.12% CPI increase to the base rates for U.P. Refuse under the Franchise Agreement.

2. Tipping Fee Pass-Through Increase

On March 1, 2016, Pierce County will increase the system base rate tipping fee from \$144.97 per ton to \$145.84 per ton, an increase of \$0.87 per ton or 0.6%.

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 total increase, including CPI and pass-through tipping fee

increases, will be between \$0.26 and \$0.71 per month depending on the size of the toter and frequency of collection for most residents.

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: | \$25.25 per month |
| 2016 CPI Increase: | \$0.28 |
| 2016 Tipping Fee Pass-through: | \$0.06 |
| Total 2016 Rate: | \$25.59 per month |
| Difference of: | \$0.34 per month increase |

Special Requests

1. Waste Broker Account Restart Fee

Waste brokers handle refuse accounts on behalf of mostly national commercial chains. Within University Place there are approximately 23 accounts that are handled by waste brokers. University Place Refuse is requesting a special waste broker account restart fee as a penalty for letting accounts laps and to help offset administrative costs. All residential and commercial customers are charged the same fee, \$18.07 in 2015, to restart service. U.P. Refuse is requesting that this fee be increased to \$50.00 for waste broker accounts only. Additionally, if a waste broker goes delinquent again during the subsequent twelve-month period, they will be assessed a \$100 restart fee instead of the original \$50.00 fee.

2. Increase to Late Charge Fees

Currently, all customers are assessed a late fee of \$1.69 for any late payment. U.P. Refuse is requesting this be changed to more accurately reflect its administration costs associated with late payments. They are requesting the late charge fee be increased to \$6.50 for all customers.

The current Franchise Agreement, which determines how CPI increases and pass-through tipping fee increases are assessed, runs through 2025. Changes made to U.P. Refuse solid waste rates will also apply to University Place customers of Lakewood Refuse.

Conclusion

There are three items for your consideration for the Council Meeting that is scheduled for Monday, February 1, 2016:

1. CPI adjustment (1.12%) that is subject to Section 17.3 of the Franchise Agreement, and the Tipping Fee Pass through increase (0.6%) that is subject to Section 17.6 of the Franchise Agreement.
2. Special request by U.P. Refuse for a waste broker account restart fee of \$50.00 for the first account restart and \$100 for any delinquencies within a 12-month period.
3. Special request by U.P. Refuse to increase late charge minimums for all customers from \$1.69 to \$6.50.

Emelita Genetia

From: James Clark <upclarks@nventure.com>
Sent: Tuesday, January 12, 2016 2:59 PM
To: Emelita Genetia
Cc: upclarks@nventure.com
Subject: RE: UP Refuse Rate Increase Request

Thank you Eme...Happy New Year to you.

Here are my preliminary comments.

I ask the Council disapprove or reduce the UP Refuse proposed cost of living increase portion of the proposal (1.12%). There is no question that UP Refuse is providing substantial and quality community refuse disposal and recycling services. They also support community clean-ups and civic events. UP Refuse provides services to most University Place businesses and 13,000+ households, including 7,200 owner occupied homes.

However, inflation has been low this past year. Full inflation rate statistics for 2015 will not be available until mid-Feb 2016. None of our federal annuitants, social security recipients, or Medicare beneficiaries residing in University Place will be receiving a cost of living increase in their annuities or benefits because the Federal Government has determined there was no increase in the applicable cost of living index during 2015. About 15% of the University Place residents are 65 or older. Nearly 11% of our residents survive below poverty income levels. Fuel prices have fallen significantly this fall from over \$4.00/gallon to just over \$2.00 per gallon today. A COLA rate increase seems inappropriate and inconsistent with the incomes of the serviced community, especially seniors and low income residents, and out of line with present fuel savings. Ratepayers cannot continue to pay increased rates for solid waste disposal on low and fixed incomes.

Our household recycles a substantial portion (likely 80-85%) of our solid waste stream. We have UP Refuse providing yard waste pickup and disposal, and do some recycling with them. We discontinued our solid waste disposal service after the last rate increase in favor of taking our reduced solid waste stream and most recycling to the Tacoma recycle facility on Mullen Street, two containers every 6 weeks or so. What are overall University Place recycling statistics and trends, and how does the overall reduction in solid waste volume affect UP Refuse rates?

If the Council dismisses my COLA objections, I ask the Council to discuss with UP Refuse the need for senior and low income rates in the 2016 UP Refuse rate schedules. If our yard waste disposal costs increase, we will likely cancel that service and compost in place.

Thank you for considering my comments.
Jim Clark

University Place Refuse Service, Inc.

Tariff Worksheet - effective 3-1-16

Final
Base Rates
3/1/2016

EXHIBIT A - Rates

1/12/2016

Miscellaneous Service

| Item | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | |
|---|-----------------------|---------------------------|----------------|-----------------|
| Late Charge on delinquent balances | | | | |
| Rate | 1 | N.A. | Per Month | 1.50% |
| Minimum | 1 | N.A. | Per Month | \$ 6.50 |
| Account Restart Fee (after stoppage due to delinquency) | | | | |
| Residential and commercial Garbage Toter Accounts | 1 | N.A. | Each time | \$ 18.28 |
| Commercial Container, Drop Box & Compactor Accounts | | N.A. | Each time | \$ 18.28 |
| Waste Broker** Accounts (applies to all Waste Broker Accounts regardless of service type) | | N.A. | Each time* | \$ 50.00 |
| *If more than one such delinquency occurs during any 12 month period, the fee charged shall double for the 2nd and each additional restart occurring in that period. . | | | | |
| ** A Waste Broker is a third party hired by a business that typically has many locations, primarily retail chain stores. The Waste Broker charges a fee to the business for handling the scheduling and billing for waste and recycling services for the business' locations. A property management company that handles all aspects of a property for the business owner is not considered a Waste Broker. | | | | |
| Can over size/weight | 1 | N.A. | Each time | \$ 10.72 |
| Overtime Charges | | | | |
| Per Hour | 1 | N.A. | Per Hour | \$ 42.43 |
| Minimum | 1 | N.A. | Minimum | \$ 42.43 |
| Assessed in addition to regular charges shown when customer requires service during Overtime and Holiday periods. | | | | |
| Return Trip Charges | | | | |
| Recycling, Yard Waste, or Garbage Toter (all sizes) | 1 | N.A. | Each Time | \$ 19.43 |
| Drop Box | 2 | N.A. | Each Time | \$ 39.27 |
| Container | 2 | N.A. | Each Time | \$ 39.61 |
| Gate charge | | | | |
| Per Occurrence | 2 | N.A. | Each Time | \$ 6.42 |
| Monthly Minimum | 2 | N.A. | Minimum | \$ 27.85 |
| Unlocking Charge | | | | |
| Per Occurrence | 2 | N.A. | Each Time | \$ 3.21 |
| Monthly Minimum | 2 | N.A. | Minimum | \$ 13.91 |

Disposal Fees

| | | | | | |
|-------------------------------|---|------|----------|----|---------------|
| Land Recovery - MSW (per ton) | 4 | N.A. | Per Ton | \$ | 159.53 |
| Demolition (per ton) | 4 | N.A. | Per Ton | \$ | 159.53 |
| Car Tires (each) | 4 | N.A. | Each | \$ | 10.00 |
| Truck Tires (each) | 4 | N.A. | Each | \$ | 16.68 |
| Appliances (each) | 4 | N.A. | Each | \$ | 50.01 |
| Ash (per yard) | 4 | N.A. | Per Yard | \$ | 45.84 |
| Asbestos (per yard) | 4 | N.A. | Per Yard | \$ | 250.09 |

Rate per Hour

| | | | | | |
|--------------------------------------|---|------|----------|----|--------------|
| Single Rear-Drive Axle Truck | | | | | |
| Non-Packer Truck and Driver | 2 | N.A. | Per Hour | \$ | 48.37 |
| Packer Truck and Driver | 2 | N.A. | Per Hour | \$ | 77.37 |
| Drop Box Truck and Driver | 2 | N.A. | Per Hour | \$ | 49.24 |
| Each Extra Person | 2 | N.A. | Per Hour | \$ | 38.69 |
| Tandem Rear-Drive Axle Truck | | | | | |
| Packer Truck and Driver | 2 | N.A. | Per Hour | \$ | 96.73 |
| Tractor or Drop Box Truck and Driver | 2 | N.A. | Per Hour | \$ | 98.49 |
| Each additional axle | 2 | N.A. | Per Hour | \$ | 38.69 |

Refunds

| | | | | | |
|--|---|------|---------|----|-------------|
| | 1 | N.A. | Minimum | \$ | 8.53 |
|--|---|------|---------|----|-------------|

Residential Service

Residential Garbage and Recycling

| Quantity | Size | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Frequency | Description | Rate Qualifier |
|-------------------------|---------------|--------------------------|------------------------------|----------------|-------------------------------|---------------------------|
| 1 | 24 gal. Toter | 1 | 54 | Every-other Wk | Garbage service only | \$ 20.43 |
| 1 | 24 gal. Toter | 1 | 54 | Every-other Wk | Garbage and recycling service | \$ 18.75 |
| 1 | 48 gal. Toter | 1 | 88 | Every-other Wk | Garbage service only | \$ 24.07 |
| 1 | 48 gal. Toter | 1 | 88 | Every-other Wk | Garbage and recycling service | \$ 22.39 |
| 1 | 48 gal. Toter | 1 | 166 | Weekly | Garbage service only | \$ 33.46 |
| 1 | 48 gal. Toter | 1 | 166 | Weekly | Garbage and recycling service | \$ 31.76 |
| 1 | 64 gal. Toter | 1 | 132 | Every-other Wk | Garbage service only | Per Month \$ 27.32 |
| 1 | 64 gal. Toter | 1 | 132 | Every-other Wk | Garbage and recycling service | Per Month \$ 25.59 |
| 1 | 64 gal. Toter | 1 | 199 | Weekly | Garbage service only | Per Month \$ 39.84 |
| 1 | 64 gal. Toter | 1 | 199 | Weekly | Garbage and recycling service | Per Month \$ 36.44 |
| 1 | 96 gal. Toter | 1 | 266 | Weekly | Garbage service only | Per Month \$ 52.38 |
| 1 | 96 gal. Toter | 1 | 266 | Weekly | Garbage and recycling service | Per Month \$ 47.31 |
| | 24 gal. Toter | 1 | 25 | Occasional | Extra on-route pickup | \$ 4.45 |
| | 48 gal. Toter | 1 | 41 | Occasional | Extra on-route pickup | \$ 8.04 |
| | 64 gal. Toter | 1 | 61 | Occasional | Extra on-route pickup | \$ 10.68 |
| Each Can, Bag or Bundle | | 1 | 34 | Occasional | Extra garbage | Per Pickup \$ 6.44 |
| Recycle only service | | 1 | N.A. | Every-other Wk | | Per Month \$ 6.84 |

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

Residential Service - continued

Additional Residential Toter Services

| <u>Frequency</u> | <u>Description</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Rate</u> |
|------------------|---|---------------------|---------------------|---------------------------|
| | | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | <u>Qualifier</u> |
| Weekly | Over 5 feet but not over 25 feet | 1 | N.A. | Per Month \$ 3.32 |
| | For each additional 25 feet or fraction thereof, add: | 1 | N.A. | Per Month \$ 2.51 |
| | Drive-ins on driveways over 125 ft | 1 | N.A. | Per Month \$ 11.76 |

Yardwaste Collection

| <u>Quantity</u> | <u>Size</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Frequency</u> | <u>Description</u> | <u>Rate</u> |
|--|---------------|---------------------|---------------------|------------------|------------------------|----------------------------|
| | | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | | | <u>Qualifier</u> |
| 1 | 64 gal. Toter | 1 | N.A. | Every-other Wk | Yardwaste service only | Per Month \$ 6.20 |
| 1 | 64 gal. Toter | 1 | N.A. | Special Pickup | Yardwaste service only | Per Pickup \$ 13.88 |
| 1 | 96 gal. Toter | 1 | N.A. | Every-other Wk | Yardwaste service only | Per Month \$ 8.09 |
| 1 | 96 gal. Toter | 1 | N.A. | Special Pickup | Yardwaste service only | Per Pickup \$ 13.88 |
| Each Can, Bag or Bundle | | 1 | N.A. | Occasional | Extra Yardwaste | Per Pickup \$ 2.48 |
| Redelivery Charge (for service cancelled and restarted within 12 months) | | 1 | N.A. | | | Each Time \$ 22.20 |

Multi-Family Recycling

| <u>Description</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Rate</u> |
|-------------------------|---------------------|---------------------|--------------------------|
| | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | <u>Qualifier</u> |
| Recycling Customers | 3 | N.A. | Per Month \$ 5.68 |
| Non-recycling Customers | 3 | N.A. | Per Month \$ 6.75 |

Loose and Bulky Material

| <u>Description</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Rate</u> |
|---|---------------------|---------------------|---|
| <u>Regular Route</u> | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | <u>Qualifier</u> |
| Bulky Materials | 2 | 134 | (1 yard minimum charge) Per Yard \$ 18.59 |
| Carry Charge (per each 5 feet over 8 feet distance) | 2 | N.A. | Per Yard \$ 3.29 |
| Loose Material | 2 | 134 | (2 yards minimum charge) Per Yard \$ 19.92 |
| Carry Charge (per each 5 feet over 8 feet distance) | 2 | N.A. | Per Yard \$ 7.91 |

Special Pickups - Add Time Charges To Rates Shown Above

Commercial Service

Commercial Garbage Toters

| <u>Quantity</u> | <u>Size</u> | <u>Rate Ceiling</u> | <u>Garbage ave.</u> | <u>Frequency</u> | <u>Description</u> | <u>Rate</u> |
|-------------------------|---------------|---------------------|---------------------|------------------|----------------------|----------------------------|
| | | <u>Schedule</u> | <u>Lbs. Per Mo.</u> | | | <u>Qualifier</u> |
| 1 | 64 gal. Toter | 1 | 132 | Every-other Wk | Garbage service only | Per Month \$ 25.59 |
| 1 | 64 gal. Toter | 1 | 60 | Special pickup | Garbage service only | Per Pickup \$ 20.95 |
| 1 | 64 gal. Toter | 1 | 199 | Weekly | Garbage service only | Per Month \$ 36.44 |
| 1 | 96 gal. Toter | 1 | 266 | Weekly | Garbage service only | Per Month \$ 47.31 |
| 1 | 96 gal. Toter | 1 | 90 | Special pickup | Garbage service only | Per Pickup \$ 28.82 |
| Each Can, Bag or Bundle | | 1 | 30 | Occasional | Extra garbage | \$ 6.74 |

Additional Toter Charges

| Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | Rate |
|--|-----------------------|---------------------------|----------------|---------|
| Over 5 feet but not over 25 feet | 1 | N.A. | Per Pickup | \$ 0.76 |
| For additional 25 feet or fraction thereof, add: | 1 | N.A. | Per Pickup | \$ 0.56 |
| Drive-ins on driveways over 125 ft | 1 | N.A. | Per Pickup | \$ 2.69 |

Container Service - Permanent Accounts (non-compacted)

Minimum service-weekly pickup

| Container Size | Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | Rate |
|----------------|---|-----------------------|---------------------------|----------------|-----------|
| 1 Yd | Special pickups | 2 | 134 | Per Pickup | \$ 33.64 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 581 | Per Month | \$ 111.00 |
| 1.5 Yd | Special pickups | 2 | 192 | Per Pickup | \$ 44.60 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 832 | Per Month | \$ 147.70 |
| 2 Yd | Special pickups | 2 | 249 | Per Pickup | \$ 55.51 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 1079 | Per Month | \$ 184.27 |
| 3 Yd | Special pickups | 2 | 363 | Per Pickup | \$ 77.35 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 1573 | Per Month | \$ 257.36 |
| 4 Yd | Special pickups | 2 | 470 | Per Pickup | \$ 98.94 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 2037 | Per Month | \$ 329.49 |
| 6 Yd | Special pickups | 2 | 645 | Per Pickup | \$ 141.12 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 2795 | Per Month | \$ 469.32 |

Container Service - Temporary Accounts (non-compacted)

| Container Size | Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per P/U | Rate Qualifier | Rate |
|----------------|------------------|-----------------------|---------------------------|----------------|-----------|
| All Sizes | Initial Delivery | 2 | N.A. | Per Delivery | \$ 43.67 |
| 1 Yd | Pickup Rate | 2 | 134 | Per Pickup | \$ 25.61 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 4.05 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 81.03 |
| 1.5 Yd | Pickup Rate | 2 | 192 | Per Pickup | \$ 34.09 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 4.05 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 93.49 |
| 2 Yd | Pickup Rate | 2 | 249 | Per Pickup | \$ 42.51 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 4.05 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 105.95 |
| 3 Yd | Pickup Rate | 2 | 363 | Per Pickup | \$ 59.40 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 5.30 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 118.43 |
| 4 Yd | Pickup Rate | 2 | 470 | Per Pickup | \$ 76.06 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 6.54 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 130.89 |
| 6 yd | Pickup Rate | 2 | 645 | Per Pickup | \$ 108.32 |
| | Daily Rate | 2 | N.A. | Per Day | \$ 7.78 |
| | Monthly Rate | 2 | N.A. | Per Month | \$ 143.34 |

Container Service - Customer Owned (compacted)

Minimum service-weekly pickup

| Container Size | Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per P/U | Rate Qualifier |
|----------------|---|--------------------------|------------------------------|----------------------|
| 3 Yd | Special pickups | 2 | 996 | Per Pickup \$ 111.42 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 4316 | Per Month \$ 482.42 |
| 4 Yd | Special pickups | 2 | 1452 | Per Pickup \$ 137.65 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 6292 | Per Month \$ 596.14 |
| 5 Yd | Special pickups | 2 | 1880 | Per Pickup \$ 171.63 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 8146 | Per Month \$ 743.22 |
| 6 Yd | Special pickups | 2 | 2580 | Per Pickup \$ 198.87 |
| | 1 X Per Wk. Pickup (multiply Rate by # of pickups/week) | 2 | 11179 | Per Month \$ 861.22 |

Container Service - Miscellaneous

| Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier |
|---|--------------------------|------------------------------|---------------------|
| Roll-out Charge (moving container more than 5, but less than 20 feet) | 2 | N.A. | Per Pickup \$ 5.29 |
| Roll-out Charge (moving container each additional 20 feet) | 2 | N.A. | Per Pickup \$ 5.29 |
| Excess Weight Charge | 2 | N.A. | Per Pickup \$ 34.95 |
| Washing and Sanitizing Containers and Drop Boxes | | | |
| Washing | 2 | N.A. | Per Yard \$ 4.51 |
| | 2 | N.A. | Minimum \$ 30.04 |
| Steam Cleaning | 2 | N.A. | Per Yard \$ 6.28 |
| | 2 | N.A. | Minimum \$ 46.90 |
| Pickup and redelivery charge | 2 | N.A. | Round Trip \$ 45.89 |

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

| Drop Box Size | Description | Schedule | Lbs. Per Mo. | Qualifier |
|---------------|-------------------------------|----------|--------------|---------------------|
| 12 Yd | First Pickup | 2 | N.A. | Per Month \$160.92 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$71.89 |
| 13 Yd | First Pickup | 2 | N.A. | Per Month \$160.58 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$71.89 |
| 17 Yd | First Pickup | 2 | N.A. | Per Month \$171.31 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$75.43 |
| 20 Yd | First Pickup | 2 | N.A. | Per Month \$170.75 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$75.22 |
| 25 Yd | First Pickup | 2 | N.A. | Per Month \$191.18 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$86.19 |
| 30 Yd | First Pickup | 2 | N.A. | Per Month \$211.16 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$94.26 |
| 40 Yd | First Pickup | 2 | N.A. | Per Month \$258.55 |
| | Additional Pickups (each) | 2 | N.A. | Per Pickup \$122.37 |
| All Sizes | Excess Mileage Beyond 7 miles | 2 | N.A. | Per Mile \$2.98 |
| | Lid Charge | 2 | N.A. | Per Month \$13.09 |

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

| Drop Box Size | Description | Rate Ceiling | Garbage ave. | Rate | |
|---------------|-------------------------------|--------------|--------------|------------|-----------------|
| | | Schedule | Lbs. Per Mo. | Qualifier | |
| 12 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$86.70 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.21 |
| | Monthly Rate | 2 | N.A. | Per Month | \$151.18 |
| 13 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$86.70 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.16 |
| | Monthly Rate | 2 | N.A. | Per Month | \$150.54 |
| 17 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$90.58 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.42 |
| | Monthly Rate | 2 | N.A. | Per Month | \$158.53 |
| 20 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$90.38 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.40 |
| | Monthly Rate | 2 | N.A. | Per Month | \$157.89 |
| 25 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$99.96 |
| | Daily Rate | 2 | N.A. | Per Day | \$5.69 |
| | Monthly Rate | 2 | N.A. | Per Month | \$167.71 |
| 30 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$109.69 |
| | Daily Rate | 2 | N.A. | Per Day | \$6.09 |
| | Monthly Rate | 2 | N.A. | Per Month | \$179.92 |
| 40 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$142.94 |
| | Daily Rate | 2 | N.A. | Per Day | \$8.18 |
| | Monthly Rate | 2 | N.A. | Per Month | \$244.70 |
| All Sizes | Initial Delivery | 2 | N.A. | One Time | \$67.00 |
| | Excess Mileage Beyond 7 miles | 2 | N.A. | Per Mile | \$2.98 |
| | Lid Charge | 2 | N.A. | Per Month | \$13.09 |

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

| Drop Box Size | Description | Rate Ceiling | Garbage ave. | Rate | |
|---------------|-------------------------------|--------------|--------------|------------|-----------------|
| | | Schedule | Lbs. Per Mo. | Qualifier | |
| 8 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$153.69 |
| 10 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$152.98 |
| 12 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$156.60 |
| 15 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$156.96 |
| 18 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$160.05 |
| 20 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$161.08 |
| 25 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$169.56 |
| 30 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$188.52 |
| 35 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$215.65 |
| 40 Yd | Pickup Rate | 2 | N.A. | Per Pickup | \$224.78 |
| All Sizes | Excess Mileage Beyond 7 miles | 2 | N.A. | Per Mile | \$2.98 |

Infectious Waste

| Gallons Total Per Pickup | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | |
|-------------------------------------|----------------------------------|--------------------------------------|---------------------------|---------|
| 0-10 | 2 | N.A. | Per Gallon | \$ 3.10 |
| 11-20 | 2 | N.A. | Per Gallon | \$ 2.69 |
| 21-30 | 2 | N.A. | Per Gallon | \$ 2.68 |
| 31-40 | 2 | N.A. | Per Gallon | \$ 2.64 |
| 41-50 | 2 | N.A. | Per Gallon | \$ 2.62 |
| 51-60 | 2 | N.A. | Per Gallon | \$ 2.53 |
| 61-70 | 2 | N.A. | Per Gallon | \$ 2.41 |
| 71-80 | 2 | N.A. | Per Gallon | \$ 2.30 |
| 81-90 | 2 | N.A. | Per Gallon | \$ 2.16 |
| 91-100 | 2 | N.A. | Per Gallon | \$ 2.02 |
| 101-110 | 2 | N.A. | Per Gallon | \$ 1.93 |
| 111-120 | 2 | N.A. | Per Gallon | \$ 1.89 |
| 121-130 | 2 | N.A. | Per Gallon | \$ 1.81 |
| 131-140 | 2 | N.A. | Per Gallon | \$ 1.71 |
| 141-150 | 2 | N.A. | Per Gallon | \$ 1.63 |
| 151-160 | 2 | N.A. | Per Gallon | \$ 1.61 |
| 161-170 | 2 | N.A. | Per Gallon | \$ 1.57 |
| 171-180 | 2 | N.A. | Per Gallon | \$ 1.55 |
| 181-190 | 2 | N.A. | Per Gallon | \$ 1.50 |
| 191-200 | 2 | N.A. | Per Gallon | \$ 1.47 |
| 201-210 | 2 | N.A. | Per Gallon | \$ 1.45 |
| 211-220 | 2 | N.A. | Per Gallon | \$ 1.40 |
| 221-230 | 2 | N.A. | Per Gallon | \$ 1.35 |
| 231-240 | 2 | N.A. | Per Gallon | \$ 1.32 |
| 241-250 | 2 | N.A. | Per Gallon | \$ 1.30 |
| 251-260 | 2 | N.A. | Per Gallon | \$ 1.29 |
| 261-270 | 2 | N.A. | Per Gallon | \$ 1.24 |
| 271-280 | 2 | N.A. | Per Gallon | \$ 1.22 |
| 281-290 | 2 | N.A. | Per Gallon | \$ 1.20 |
| 291-300 | 2 | N.A. | Per Gallon | \$ 1.20 |
| 301-310 | 2 | N.A. | Per Gallon | \$ 1.19 |
| 311-320 | 2 | N.A. | Per Gallon | \$ 1.17 |
| 321-330 | 2 | N.A. | Per Gallon | \$ 1.15 |
| 331-340 | 2 | N.A. | Per Gallon | \$ 1.12 |
| 341-350 | 2 | N.A. | Per Gallon | \$ 1.12 |
| 351-360 | 2 | N.A. | Per Gallon | \$ 1.11 |
| 361-370 | 2 | N.A. | Per Gallon | \$ 1.08 |
| 371-380 | 2 | N.A. | Per Gallon | \$ 1.07 |
| 381-390 | 2 | N.A. | Per Gallon | \$ 1.06 |
| 391-400 | 2 | N.A. | Per Gallon | \$ 1.06 |
| 401-410 | 2 | N.A. | Per Gallon | \$ 1.04 |
| 411-420 | 2 | N.A. | Per Gallon | \$ 1.04 |
| 421-430 | 2 | N.A. | Per Gallon | \$ 1.03 |

| | | | | | |
|---------|---|------|------------|----|------|
| 431-440 | 2 | N.A. | Per Gallon | \$ | 1.03 |
| 441-450 | 2 | N.A. | Per Gallon | \$ | 1.02 |
| 451-460 | 2 | N.A. | Per Gallon | \$ | 1.02 |
| 461-470 | 2 | N.A. | Per Gallon | \$ | 1.01 |
| 471-480 | 2 | N.A. | Per Gallon | \$ | 1.01 |
| 481-490 | 2 | N.A. | Per Gallon | \$ | 0.97 |
| 491-500 | 2 | N.A. | Per Gallon | \$ | 0.97 |

Infectious Waste - Miscellaneous

| Description | Rate Ceiling Schedule | Garbage ave. Lbs. Per Mo. | Rate Qualifier | | |
|----------------------|--------------------------|------------------------------|-------------------|----|-------|
| On-call Service, Add | 2 | N.A. | Per Pickup | \$ | 8.15 |
| Special Pick-up, Add | 2 | N.A. | Per Pickup | \$ | 8.15 |
| Minimum Charge | 2 | N.A. | Per Month | \$ | 31.05 |

STUDY SESSION

Memo

DATE: January 19, 2016
TO: City Council
CC: Steve Sugg, City Manager
FROM: Lisa Petorak, Human Resources Manager
SUBJECT: IUOE Local #612 Agreement Proposal

Summary

The International Union of Operating Engineers (IUOE) represents the City's Public Works Maintenance Workers, and has done so since 2000. The City and the IUOE entered into negotiations beginning in September, 2014. Since that time the City, and the IUOE have been operating under the previous 2012-2014 contract language. While this has been a long process, the City and Union have maintained a positive working relationship. The City and the IUOE have tentatively agreed to a three-year proposal that would go into effect, retroactively from January 1, 2016 through December 31, 2018, upon the adoption of a resolution.

Highlights and changes

Wages

Effective January 1, 2016, Union members shall be eligible for a 2.5% cost of living adjustment (COLA). Beginning January 1, 2017, and for the duration of the contract, Union members shall be eligible for a COLA increase that matches unrepresented staff, or 90% of CPI-U for Seattle, Tacoma, and Bremerton to be capped at 3% if CPI-U is higher.

Union members may be eligible for an annual 4% salary increase, beginning in 2017, based on meeting performance criteria established by the Department Director. Adjustments are not to exceed salary ranges. These increases have historically been included in previous union agreements for over twelve years.

Standby Duty

Standby duty minimum call-out hours will increase from 2.5 hours to 3 hours. The rate of pay for standby will increase accordingly: \$2.30 per hour upon approval of the contract through December 2016; \$2.50 per hour for 2017; and \$2.75 per hour for 2018.

Allowances

The City will provide \$500 per year for clothing and boots. Union members may elect to add this money into their IUOE pension accounts.

CDL License and Physicals

As it is a requirement to maintain a CDL endorsement as a Maintenance Worker, the City will pay for the cost of renewing the CDL Endorsement only. The City will also pay for the required DOT physical. Currently CDL license renewals occur every 5 years, but future license renewals

will occur every 6 years. The cost of renewing a CDL Endorsement is \$85. The cost of a DOT physical ranges from \$80-\$105.

Please see the attached Agreement for exact language proposals. The sections with the aforementioned proposals have been highlighted for your convenience.

LABOR AGREEMENT

By and Between

City OF UNIVERSITY PLACE

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
Local #612**

**Term of Agreement
January 1, 2016 through December 31, 2018**

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|--------------------|
| ARTICLE 1 RECOGNITION | 4 |
| ARTICLE 2 NON-DISCRIMINATION | 4 |
| ARTICLE 3 UNION SECURITY | 4 |
| ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES | 5 |
| ARTICLE 5 HOURS OF WORK AND OVERTIME | 6 |
| ARTICLE 6 WAGES | 7 |
| ARTICLE 7 EMPLOYMENT | 10 |
| ARTICLE 8 VACATIONS | 12 |
| ARTICLE 9 HOLIDAYS | 13 |
| ARTICLE 10 SICK LEAVE | 13 |
| ARTICLE 11 COMPENSATED LEAVES OF ABSENCE | 15 |
| ARTICLE 12 UNPAID LEAVES OF ABSENCE | 16 |
| ARTICLE 13 GROUP INSURANCE: MEDICAL/DENTAL/LIFE | 18 |
| ARTICLE 14 RETIREMENT | 19 |
| ARTICLE 15 WORKERS COMPENSATION | 19 |
| ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE | 20 |
| ARTICLE 17 NO STRIKE - NO LOCKOUT | 22 |
| ARTICLE 18 SAVINGS | 22 |

| | |
|--|----|
| ARTICLE 19 SAFETY AND SANITATION | 22 |
| ARTICLE 20 EMPLOYEE RIGHTS | 22 |
| ARTICLE 21 SUBCONTRACTING | 23 |
| ARTICLE 22 COMPLETE AGREEMENT | 23 |
| ARTICLE 23 TERM OF AGREEMENT | 23 |

LABOR AGREEMENT

By and Between

CITY OF UNIVERSITY PLACE

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 612**

ARTICLE 1 - RECOGNITION

This Agreement is made and entered into by and between The City of University Place, hereafter referred to as the "City" or "Employer," for its operations listed below this 1 day of January, 2016, and the International Union of Operating Engineers, Local No. 612, hereinafter referred to as the "Union." The Union shall represent all regular full-time and regular part-time (as defined in the City's Personnel Policies) maintenance employees of the City of University Place Public Works Operations Division, excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees, and all other employees. The City hereby recognizes the Union as the sole and exclusive bargaining agent for its represented employees.

ARTICLE 2 - NONDISCRIMINATION

- 2.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, sexual preference, marital status, national origin, age, or sensory, mental or physical handicaps or disabilities. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ), nor shall the City be required to make light duty available apart from the job description.
- 2.2 No employee shall be discriminated against because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

ARTICLE 3 - UNION SECURITY

- 3.1 All non-probationary, represented employees described in Article 1 shall be members of the Union for the duration of this Agreement. The City shall provide for automatic payroll deductions from the employee to the Union, including uniform fees and regular monthly dues, per the written request and approval of the employee. Any represented employee who wishes to cancel the written authorization for dues deduction must notify the City and the Union in writing, at which time the City will discontinue the deduction. Nothing in this

Article shall be in conflict with applicable State or Federal statutes.

- 3.2 The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce Section 3.1 of this Article. The Union shall defend and hold the City harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of Section 3.1.
- 3.3 An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining adherence to this Agreement, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedules. There shall be no more than one (1) shop steward for each bargaining unit. The City agrees to release the Union Shop Steward from work duties for grievance representation and labor negotiations and the Union agrees to reimburse the City for the employee's time; which reimbursement shall include salary and benefits.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies, subject only to the limitations expressly stated in this Agreement. The following management rights and responsibilities are examples, not intended to be all-inclusive:
 - 1) To plan, direct, control and determine all the operations and services of the Employer;
 - 2) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
 - 3) To schedule and assign work;
 - 4) To establish work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees;
 - 5) To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
 - 6) To determine the methods, means, organization and number of personnel by which such operations and services shall be performed, or to subcontract work with either public or private sector agencies, or assign work to other City non-bargaining unit personnel, in accordance with Article 21;

- 7) To make and enforce reasonable rules and regulations;
- 8) To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law and without recourse to any grievance procedure;
- 9) To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the Employer or where such condition of work would be wasteful or unproductive;
- 10) To change or eliminate existing methods, equipment or facilities, including past practices;
- 11) To direct its employees to perform every incidental duty connected with operations, whether or not enumerated in their job descriptions.;
- 12) To apply the City’s Personnel Policies & Procedures Manual, with the exception of provisions concerning benefits, to members of this bargaining unit. However, in the event of a conflict between a provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such policies; provided that the Union is given thirty (30) days’ advance notice as an opportunity to comment.

4.2 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver’s license and CDL endorsement if such is required by the classification or if the employee has or will at any time drive a City vehicle. Such requirement may include having the employee sign a release of driving record, the payment of fee for which is to be paid by the Employer.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 The normal workweek for full-time employees shall be five (5) consecutive days of eight (8) hours worked, exclusive of the lunch period, unless an alternate work schedule is scheduled by the City. Work schedules other than the normal Monday through Friday schedule may be established by the Employer to increase productivity and efficiency as determined by the Employer. The City’s standard workweek is 12:01 Sunday to Midnight the following Saturday. However, the City may adjust the Monday-Friday workweek for one or more employees in order to accommodate alternate work schedules (e.g., four (4) day ten (10) hour workdays and nine (9) 80’s shifts).

5.2 Overtime is work performed beyond the forty (40) hour workweek of an employee as authorized. Payment for such authorized overtime hours worked shall be at the rate of one

and one-half (1-1/2) the base hourly rate of pay. When computing time worked for qualification of overtime, time paid for but not worked (e.g. holidays, sick leave, and vacation time) does not count as hours worked.

5.2.1 When an employee is requested by supervisor to report to work on a scheduled day off, the employee shall be compensated at the overtime rate regardless of the number of hours worked during the current week.

5.3 Payment for authorized overtime hours worked shall be paid unless compensatory time is requested by the employee and approved by the City. Compensatory time shall be earned at the appropriate overtime rate. As compensatory time represents an unfunded liability for the City, the maximum accrual of compensatory time shall not exceed eighty (80) hours. Employees should schedule the use of compensatory time with their supervisor within ninety (90) days of the date it is earned, unless granted an extension, in writing, by the City Manager. If an employee is unable to use accrued compensatory time within ninety (90) days, or compensatory time exceeds the maximum accrual, overtime compensation will be paid at the current overtime rate. Every employee's compensatory time accrual will be reviewed at year-end as part of budget preparation for the following year. The City may elect to pay overtime or cash out compensatory time for pay at any time.

5.4 No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement, unless expressly stated in each Section or Article. All shift trading or on-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of work.

ARTICLE 6 - WAGES

6.1 Wages

Effective January 1, 2016, the Union shall be eligible for a 2.5% cost of living adjustment (COLA). Effective January 1, 2017, and during the remaining duration of the contract, the cost of living increase shall be the same as unrepresented staff unless the June to June CPI-U for Seattle-Tacoma-Bremerton is higher than what is being provided for non-represented staff. If that occurs, Union members shall be eligible for 90% of CPI-U for Seattle-Tacoma-Bremerton, but COLA shall not exceed 3%.

Union members shall be eligible for an annual 4% salary increase, beginning in 2017, not to exceed contracted salary ranges, based on meeting performance criteria established by the department director. Satisfactory performance is determined within the discretion of the department director or his or her designee and is contemplated only once every calendar year.

6.2 The pay period shall not be less than twice monthly. Direct deposit options will be available.

6.3 Standby Duty

The purpose of Standby Duty is to allow employees to: be available during off-duty hours to receive service requests concerning problems; investigate the nature and seriousness of the problem by on-site inspection; correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; call out appropriate crews when necessary; direct the crew to the site; perform work as a crew member if callback should occur; and keep appropriate records.

The City, at its option, may assign Standby Duty to City employees to ensure that qualified personnel are available to respond to emergencies that may affect public health, safety and/or welfare.

Effective upon passage of this Agreement in 2016, a bargaining unit employee who serves on Evening, Weekend, or Holiday Standby Duty shall receive an allowance of \$2.30 per hour of Standby Duty served. On January 1, 2017, the Standby Duty rate shall be \$2.50. On January 1, 2018, the Standby Duty rate shall be \$2.75.

Hours on Standby status are not considered hours worked and will not be counted for the purposes of computing overtime pay or eligibility to receive benefits.

Employees on Standby Duty who are called out shall receive three (3) hours pay for each initial response at the employee's overtime rate which shall be in addition to the Standby Duty allowance. To be eligible for an additional three-hour guarantee, an employee must complete the original three-hour call out period (i.e., the original call out period of three (3) hours must pass) and be back into a Standby status. If the employee is called out less than three hours from the time he or she is scheduled to start his or her regular shift, he or she shall receive one and one half (1-1/2) times his or her regular straight-time hourly rate of pay only for such time as occurs before his or her regular starting time.

Hours of Standby Duty shall be:

Evening Standby Duty. Evening Standby Duty shall commence at quitting time on the evening of a work shift and continue through to 7:00 a.m. the following morning.

Weekend Standby Duty. Weekend standby Duty shall commence as of 7:00 a.m. on Saturday and continue through to 7:00 a.m. the following Monday morning.

Holiday Standby Duty. Holiday standby Duty shall commence as of 7:00 a.m. on each City-scheduled holiday and continue through to 7:00 a.m. on the morning following the holiday. While on Standby duty, employees are not required to stay at home or any other specific location; however, employees on Standby Duty shall wear a pager provided by the City and

must be able to arrive at the incident location within one (1) hour of being called. If an employee on Standby status fails to respond to a call to return to work, he or she may be subject to disciplinary action as outlined in the City's personnel policies.

To ensure flexibility for the employee, the City encourages employees to participate in the scheduling of Standby assignments. Employees are also encouraged to rotate their schedules.

In the event of a personal emergency that precludes the Standby employee's ability to respond, the employee must notify the Public Works Director, the Public Works Crew Chief, or the City Manager (as a last resort) immediately to ensure the City's ability to respond to emergencies.

Designated Standby employees shall maintain themselves in a fit and responsible manner, able to respond to an emergency call in condition normally expected of an on-duty employee during normal work hours, and consistent with all other City policies. Employees on Standby Duty shall not consume or be under the influence of alcohol or controlled substances.

Employees on Standby Duty will record their Standby and call out hours on their time sheets, even though Standby does not count as hours worked. Compensation for Standby pay will be included on the employee's regular paycheck. The employee's supervisor will approve, in advance, any Standby Duty served.

This Agreement authorizes the City Manager to suspend or amend this Standby policy to ensure compliance with all applicable Federal and State laws.

It is understood and agreed by the parties that should qualified Operating Engineers not be available, or in cases of extreme emergency (i.e., danger of loss of life and/or property), the City may take those actions it deems necessary and there will be no violation of this Agreement.

6.4 Allowances

Each of the represented employees will be allotted \$500.00 annually for clothing and boots. New employees will receive a prorated clothing and boot allowance upon successful completion of probation. Represented employees may elect individually to put the entire \$500 amount, and no less, into the Union designated pension plan. The City's regular pension contribution will not apply to this allowance.

6.5 CDL License and Physicals

The City will pay for the cost of maintaining CDL Licenses only for represented employees who currently hold a CDL License. The City will not pay for represented staff to obtain a CDL license if one is not already in place.

The City will pay for the cost of CDL Physicals for represented staff who currently hold and

maintain CDL Licenses. In order to manage costs, the City reserves the right to determine where the physical examinations occur.

If an employee loses a CDL License due to misconduct or by failing testing requirements for a CDL, the City will no longer pay for any CDL-required physical or license renewal for the duration of that represented employee's employment.

ARTICLE 7 - EMPLOYMENT

7.1 Seniority.

Except as provided in Sections 7.2 and 7.6, "seniority" is the amount of continuous service within all operations of City government. Seniority shall date back to the date of hire, in a regular status, but shall not be established until completion of the "probationary period." An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure contained herein. An employee shall lose seniority under this Agreement for the following reasons:

- 1) Retirement;
- 2) Voluntary termination;
- 3) Discharge for cause;
- 4) Failure to return to work after offer of recall is, made;
- 5) Failure to return to work promptly after an authorized leave of absence;
- 6) Absence from work, including layoff, for a period in excess of 12 consecutive months;
and
- 7) Absence without approval beyond three (3) working days.

The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service."

7.2 City employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise specified by the provisions of a specific program.

7.3 Promotions to higher job classifications covered by this Agreement shall be in accordance with performance and ability, as determined by the City. Employees promoted to a higher classification within the bargaining unit shall receive a minimum 2.0% salary increase.

7.4 Lead Worker Pay.

When an employee is required to perform work in the Lead Worker classification for more than four (4) consecutive workdays, the employee shall be paid an additional four percent (4.0%) for work performed in the Lead Worker capacity.

7.5 When the Employer determines it is necessary to reduce the work force in classifications within

a bargaining unit, regular full-time employees will be laid off based upon performance and ability to do the work without retraining; provided that employees with the least seniority will be laid off first when performance and ability are equal.

For layoff purposes, seniority shall first be based on the amount of continuous service with the City. If seniority continues to be equal, the employees to be laid off shall be determined by "drawing lot" from among those employees whose seniority remains equal. No regular full-time employee shall be laid off while there are temporary or probationary employees serving in the same bargaining unit, provided they are fully qualified to do the remaining work required to be performed as determined by the Employer. Employees being laid off shall be given two (2) weeks' notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies without adequate notice to the Employer.

7.6 Recall within Bargaining Units.

When the City recalls employees in a bargaining unit up to one year after there has been a layoff in that bargaining unit, it shall first recall those employees who were laid off from that bargaining unit in reverse order of their layoff if they are available for work. Such recalled employees shall return with City seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.

7.7 Referral to Other Departments.

Employees laid off by the Employer who are desirous of reemployment in other operations of the City while on layoff from the bargaining unit under this Agreement shall notify the Employer's Personnel Office and shall complete a layoff personnel form as lateral or lower level positions open for which they are potentially qualified. If qualified, such employees will be referred for consideration prior to hiring new employees. Employees hired in a different department or new classification series in the same department will be subject to a new probationary period.

ARTICLE 8 - VACATION

8.1 Vacation

Each regular full-time employee is entitled to vacation leave as follows:

| <i>Years employment</i> | | <i>Vacation Hours Earned</i> | |
|-----------------------------|-------|----------------------------------|-----------|
| 0 – 4 | years | 8 hours/month | (12 days) |
| 5 – 9 | years | 10 hours/month | (15 days) |
| 10 - 14 | years | 12 hours/month | (18 days) |
| 15 - 19 | years | 14 hours/month | (21 days) |
| 20 + | years | 15.3 hours/month | (23 days) |

Vacation accrual begins on the first day of the first full month of employment. Vacation hours are credited at the completion of each pay period. Employees are eligible to use earned vacation after six (6) months of employment. Regular part-time employees (as defined in the Personnel Manual) earn vacation on a pro-rated basis. Temporary employees (as defined in the Personnel Manual) are not eligible for vacation leave. A vacation day equals eight (8) hours of pay for time not worked, regardless of the employee’s work schedule.

- 8.2 Part-time regular employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay.
- 8.3 New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be credited or used until they have been employed (as a regular employee) for six consecutive months. New employees terminating before they have completed six months shall not be eligible for payment for accrued vacation leave upon such termination.
- 8.4 Eligible employees who have completed six consecutive months of regular employment shall be paid for unused accrued vacation leave days upon termination of employment.
- 8.5 Employees are encouraged to use vacation in the year it is earned. The maximum vacation that any employee may accrue is 240 hours. Any hours earned above the maximum accrual will not be accrued and will be lost to the employee. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize additional accruals. However, vacation cash out at termination will still be limited to 240 hours.
- 8.6 Employees shall not accrue additional leave (sick or vacation), health, or other insurance benefits while on overtime.

ARTICLE 9 - HOLIDAYS

9.1 Regular full-time employees shall be granted the following holidays off with pay.

| | |
|-----------------------------------|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving | Day after Thanksgiving |
| Christmas Day | December 25 |
| One Floating Holiday | As scheduled by employee/supervisor |

A holiday falling on Saturday will be observed on the preceding Friday. A holiday falling on Sunday will be observed on the following Monday. Holidays will be pro-rated for regular part-time employees (as defined in the Personnel Manual).

9.2 An unused floating holiday may not be compensated in any form upon the separation of employment.

ARTICLE 10 - SICK LEAVE

10.1 Regular full-time and regular part time employees are eligible to accrue sick leave on the first day of the first full month of employment. Full time employees shall accrue sick leave at the rate of eight (8) hours per month; regular part time employees shall accrue on a pro-rata basis. Sick leave is available for use following its accrual. Sick leave is credited following completion of each pay period.

10.2 Vacation Incentive: As an incentive, employees who use 40 hours or less of sick leave in a calendar year (beginning January 1) will be awarded one (1) additional day of vacation.

10.3 Employees do not accrue sick leave benefits during a leave without pay.

10.4 Reasons for Sick Leave: Sick leave covers those situations in which an employee is absent from work due to:

- 1) Physical injury or illness of the employee;
- 2) The need to care for immediate family members who are ill or recovering from a temporary disability or child birth;
- 3) Medical or dental appointments for the employee or dependent child. Employees should try their best to schedule such appointments at times that least interferes with the work day;
- 4) Exposure to a contagious disease where on-the-job presence of the employee would

- jeopardize the health of others;
- 5) Use of prescription or non-prescription medication that impairs job performance or safety;
 - 6) Periods of temporary disability directly associated with pregnancy or childbirth;
 - 7) Additional leave beyond bereavement leave for a death in the immediate family, if authorized by the City Manager.

The City may require a doctor's certificate that the employee is able to perform the duties of his/her job and is released to return to work.

- 10.5 Minimum Sick Leave Use: Sick leave may be used at a minimum rate of one (1) hour per day for non-exempt (FLSA covered) employees.
- 10.6 When Sick Leave is Exhausted: Employees who use all their accumulated sick leave and require more time off due to illness or injury may, with their department head's prior approval, use vacation, compensatory time, floating holiday or take leave without pay.
- 10.7 Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. The City has the right at any time to request the employee provide certification from a physician attesting to illness or injury.
- 10.8 In order to qualify for sick leave pay, employees must report the reason for their absence no later than the beginning of the scheduled working day with notice as soon as feasible of the anticipated date of return to work.
- 10.9 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid to the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. Employees injured on the job shall not simultaneously collect sick, vacation, or compensatory leave and Workers' Compensation benefits greater than the employee's regular pay.
- 10.10 Eligible employees are considered to be retired for purposes of sick leave compensation and early retirement for medical insurance when they have met the required qualifications for service retirement under their State of Washington Retirement System and have elected to receive either a lump-sum payment in lieu of retirement or have elected to receive a service or disability retirement benefit.
- 10.11 Employees who have worked for the City for two (2) or more years and separate from employment in good standing shall be compensated at twenty-five percent (25%) of the employee's base hourly rate of pay for unused accrued sick leave days to date of separation not to exceed one hundred twenty (120) days.
- 10.12 Employees shall not accrue additional leave (sick or vacation), health, or other insurance benefits while on overtime.

10.13 Light Duty.

The Employer may return an injured member to light duty status when allowed by the member's doctor. When such light duty work is available, light duty functions may not be work of another craft or work under classifications covered by this Agreement, unless otherwise agreed by the parties. At no time will the employee's total earnings be less than his/her full time loss compensation under industrial insurance. Further, the employee will be provided with a full benefits package as per this Agreement, over and above base salary. Should the employee on light duty have to be laid off due to no light duty work available, the Employer will not adversely affect his/her ability to continue to receive timely benefits from the Industrial Division of Labor and Industries, provided they are still medically eligible.

10.14 Sick Leave Buyout.

Payment of Accrued Sick Leave: Effective January 1, 2009, any represented employee in good standing with at least five (5) years of regular employment with the City may cash out up to 40 hours per year of sick leave for 50% of its value at the employee's current hourly wage if their remaining sick leave balance is over 100 hours. For the purpose of sick leave payout, hourly wage will be calculated by dividing the current monthly wage by 173.3333. Example: Employee X hired in 1/1/2000 has a balance of 140 hours of sick leave on 1/1/2005 and is currently paid \$25.00 per hour. That employee could cash out 40 hours at 50% of their current hourly wage receiving \$500.00 taxable income and would retain a balance of 100 hours of sick leave. In 2009, Employees in good standing with seven (7) or more years of regular employment with the City may cash out up to 80 hours for 75% of its value at their current hourly wage as long as their sick leave balance remains over 100 hours. Donated leave will not be eligible for use in this provision.

ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE

11.1 Jury Duty. Time off with pay will be granted for jury duty to regular full-time and part-time employees. The employee shall be paid the difference between the fees he/she receives for such service, excluding travel fees, and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

11.2 Bereavement Leave.

Any regular employee who suffers a death in the immediate family (as defined in the Personnel Policies) shall receive up to three (3) days leave with pay. If additional time is needed, the City Manager may authorize use of accrued sick leave, vacation leave or compensatory time for up to five (5) additional days.

11.3 Military Training Leave.

Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to fifteen (15) work days per year, or any greater period required by law, for performing ordered active duty training. If the active duty exceeds fifteen (15) work days, the employee will take accrued compensatory time, available vacation, and then leave without pay.

11.4 Leave for Active Duty Military Service.

Regular employees who are called to, or volunteer for, active duty military service in excess of their 15 days will be placed on an indefinite unpaid leave of absence during the time the employee is in an active duty status with any branch of the United States Armed Forces or State militia. The employee may, at his/her option, use any or all of accrued vacation leave prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the City. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will he/she be entitled to health insurance benefits except as may be provided for under COBRA. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

- 12.1 A leave of absence without pay may be granted after completion of one year of service and approval of the City up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one year may be granted with the approval of the City Manager.
- 12.2 All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status. The employee has the option of paying his/her own medical benefit cost while in an unpaid leave status to ensure continued coverage.
- 12.3 All leaves without pay are to be requested from the Employer in writing at least thirty (30) days prior to the date such leave would commence unless an emergency situation precludes such notice. The written request for leave of absence by the employee shall state the following information:
 - a. Reason for requesting the leave;
 - b. Date leave is to begin; and
 - c. Date of return to work.

Failure of an employee to return from a leave of absence within the time interval approved will be cause for termination. In the event the employee is unable to return to work on the date specified due to verifiable illness or injury and has so advised the Employer prior to the ending date of the approved leave, the Employer will review the circumstances on an individual case basis upon verification by a physician of the illness or injury. Due to

emergency situations, unpaid leaves of absence may be extended with approval of the City Manager.

12.4 Leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13), in coordination with Workers' Compensation for a period not to exceed twelve (12) months.

12.5 Family and Medical Leave (FMLA)

Recognizing the importance of family and out of concern for the well being of its employees, the City of University Place's leave program enables employees to use time off to take care of family matters. This family leave policy shall apply to regular employees who have been employed by the City at least twelve (12) months and have worked at least 1,250 hours in the preceding 12 months and shall be administered in accordance with the Federal Family and Medical Leave Act and the Washington State Family Leave Act. This applies to sick leave and other leaves but does not apply to vacation leave.

No benefits such as vacation or sick leave are earned when the employee is on unpaid leave. Dependent upon the type of leave taken, group health insurance coverage may terminate at the end of the month in which an unpaid leave of absence begins. Failure to return as agreed from an approved leave may be treated as voluntary resignation of employment. The employee may be required to repay to the City contributions to benefits paid on behalf of the employee by the City.

A qualifying regular employee may request leave for up to twelve (12) weeks for the following reasons:

- (1) A medical disability directly related to pregnancy or childbirth. Pregnancy/childbirth disability that occurs following the birth of a child will be calculated along with leave to care for a new baby to determine the total allowable leave time;
- (2) To care for a newborn or newly adopted child. See note (1) above;
- (3) To care for a spouse, child or parent who has a serious health condition;
- (4) To care for self, if the employee has a serious health condition that makes the employee unable to perform the functions of the position.

Continuation of Benefits: During all leaves noted in items (1) through (4) above of this family and medical leave policy, the City will continue to pay the Employer's portion of health insurance premiums, provided that the employee continues to pay their share of insurance premiums, if any. Leaves such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave. An employee may be required to use any applicable accrued paid leaves before a leave without pay commences.

Notification and Return to Work: A leave of absence shall be requested in writing and submitted to the department head thirty (30) days prior to the date on which the employee wishes to begin the leave; or as soon as the need for such leave is known, whichever occurs earliest. Determination of applicability of accrued leave time or leave without pay to be used during a leave of absence will be made by the City Human Resources Manager and communicated to the employee as soon as possible following receipt of the leave request. The employee should also provide the supervisor with his or her intended date of return.

Upon return from family and medical leave, an employee shall be entitled to return to his/her equivalent position, unless the position is not budgeted. If the employee chooses not to return to work for any reason, he/she should notify the City as soon as possible.

ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/VISION/LIFE

13.1 Medical insurance.

The City shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and seventy-five percent (75%) of the premium necessary for the purchase of dependent coverage (excluding spouses who have other coverage available through his/her place of employment) under the Association of Washington Cities (AWC), or the same dollar amount toward the premium for the same family coverage under the City's Health Maintenance Organization (HMO), as selected by the employee. Employees may elect AWC's Healthfirst Plan, underwritten by Regence Blue Shield/Asuris Northwest Health.

Dental Insurance.

The City shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Washington Dental Service (WDS) Plan F.

Vision Insurance.

The City shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Vision Service Plan (\$25 deductible).

Life, AD&D, and Long-Term Disability Insurance. There shall be no reduction in the life, long-term disability, and accidental death & dismemberment insurance currently available to City employees and their dependents.

13.2 The Employer will pay a pro-rata share of medical, dental and life insurance premium costs for regular part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to full-time hours.

13.3 Regular part-time employees and employees on authorized leaves of absence without pay

shall be permitted to select the health benefit coverage of their choice, i.e. health insurance, dental insurance and/or life insurance (subject to plan participation requirements). Employees on authorized leaves of absence without pay who elect not to retain any coverage during the period of the leave of absence shall be required to serve any plan-required waiting period upon re-enrollment.

- 13.4 The Employer will provide a flexible spending account plan under Section 125 of the Internal Revenue Code. Flexible spending accounts shall be limited to health premiums, health expenses, and dependent care expenses. The Employer shall pay any administrative premium or cost of the plan for the duration of the Agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

ARTICLE 14 – RETIREMENT

- 14.1 It is agreed that the City of University Place shall contribute 13.9740% of wages for each of the Operating Engineers, including supervisory employees, when covered by this Agreement. Said contributions shall be made on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to Locals 302 & 612, Operating Engineers Employers Retirement Fund in the manner as set forth in the trust agreement of the said trust fund. The details of the Retirement Plan established by this trust fund shall continue to be controlled and administered by a joint board of trustees composed of equal representation from the Unions involved and the AGC of Washington, who are signatories to the trust agreement of the aforesaid trust fund. Each trustee appointed by the Union shall be a member of the Union and each trustee appointed by the Employer shall be a member of an affiliated firm of the AGC of Washington or a regular paid employee. The City does not participate in Social Security. The City does participate in the State of Washington Public Employee Retirement System (PERS), and the City and each Union employee shall contribute to PERS as set forth by the State.

Currently, the Union employees have voted to invest two percent (2%) of their salary into an RHS account. Employees may not individually change that rate or opt out.

For more information regarding RHS accounts, please refer to Appendix B of the City's Personnel Policies and Procedures Manual. Employees may also contact ICMA-RC directly.

ARTICLE 15 - WORKERS COMPENSATION

- 15.1 The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

- 16.1 Definition. A grievance shall be defined as a dispute arising from a Management interpretation or application of the provisions of this Agreement which adversely affects an employee's wages, hours or conditions of employment. Copies of all grievances shall be submitted to the Union.
- 16.2 Procedure. If a decision is not returned to the Union within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the City representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered waived. The set time limits may be extended by mutual written agreement of the Employer and the Union.

No claim shall be granted retroactively for more than ten (10) calendar days from the date of filing a grievance.

Step 1: The Employee shall first contact and attempt to informally resolve any concerns or grievance by meeting with their immediate supervisor. If not resolved informally, a written grievance shall be filed by the Employee or shop steward with the Employee's immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the Employee should have reasonably had first knowledge of the occurrence. The Employee shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the supervisor shall meet with the Employee. Within five (5) working days thereafter, a written decision shall be given to the Employee.

Step 2: If a grievance is not settled at Step 1, it may be presented to the Public Works Director. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written and shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction, and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the department director or designee shall meet with the Employee and/or representative. Within five (5) working days thereafter, a written decision shall be given to the Employee or representative.

Step 3: If the grievance is not settled at Step 2, it may be presented to the City Manager. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written and shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction, and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the City Manager shall meet with the Employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the Employee or representative.

Grievances involving matters other than a suspension for more than twenty (20) days, reduction in rank or pay, or dismissal for cause are subject to only steps one, two and three of the grievance procedure contained herein.

Step 4. If a grievance for suspension for more than twenty (20) days, reduction in rank or pay, or dismissal for cause is not resolved under Step 3, an arbitration request may be submitted by the Union designee. Only signatories to this Agreement may refer a grievance to arbitration. Such request shall be presented in writing to the City Manager within five (5) calendar days from the date the decision was rendered at Step 3. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an impartial arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list the arbitrator shall be selected by each party alternately striking one (1) name from the list until only one (1) name shall remain. Any arbitrator so chosen shall abide by the Code of Judicial Conduct of the State of Washington, including, but not limited, to the prohibition against ex-parte contact with parties of the grievance. Each party shall present its case to the arbitrator in writing and in oral presentation under equal time limits set by the arbitrator. Within five (5) working days of oral presentation, each party shall submit its final proposed resolution to the arbitrator and the other party in writing. The parties will have two (2) working days to file any rebuttal materials with the arbitrator. The arbitrator will then select only one of the proposed resolutions for final decision. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall be restricted to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each party shall pay for its own costs of representation

- 16.3 The Union shall not be required to press employee grievances if, in the Union's opinion such grievances lack merit.
- 16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjudicating all grievances which the Union or employees may have and which relate to or concern the employees and the Employer, and as such may not be appealed through other avenues (such as litigation). It is expressly understood that the grievance procedures in this Agreement completely replace (and are not in addition to) any process set forth in the City of University Place Personnel Policies.
- 16.5 Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance at any step in the procedure, including any time prior to any arbitration decision, or to subsequently amend an arbitration decision by mutual agreement.
- 16.6 If any two (2) or more employees have essentially the same grievance, they must collectively present and pursue their grievance(s).

ARTICLE 17 - NO STRIKE - NO LOCKOUT

- 17.1 No employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability, nor cause or condone any strikes, slowdowns or other interference with normal operation. Employees who are involved in such conditions shall be subject to discharge. There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout for any reason, regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy or regulation during the life of this Agreement. Employees who have disputes as to this Agreement shall be solely limited to Section 16 – Grievance and Arbitration in resolving said disputes.
- 17.2 An Employee's failure to cross a primary picket line established by some other Union and sanctioned by the Executive Secretary of the Union where the Employee may be subject to bodily harm will not be cause for discipline for such failure.

ARTICLE 18 - SEVERABILITY

- 18.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE 19 - SAFETY AND SANITATION

- 19.1 The City agrees to provide a clean and sanitary work environment and comply with all applicable state and federal laws to ensure worker safety.
- 19.2 Drug and Alcohol Testing.

The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City's Drug and Alcohol Testing Policy and Procedure.

ARTICLE 20 - EMPLOYEE RIGHTS

- 20.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions, as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, an employee may request a Union Representative to be present. Employees may elect to pursue litigation or administrative claims to resolve disputes outside this Agreement, but not both.

Pursuit of the grievance process constitutes a waiver of litigation.

- 20.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any City decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. Employee evaluations are subject to Steps 1, 2, and 3 only of the grievance procedures contained herein. All performance evaluations shall be reviewed with the employee before being included in his or her personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.

ARTICLE 21 - SUBCONTRACTING

- 21.1 The Employer will notify the Union in accordance with existing applicable labor laws in advance of the implementation of the contracting out to public or private sector agencies, or assignment to other City personnel of bargaining unit work which would result in the termination or layoff of bargaining unit employees.

ARTICLE 22 - COMPLETE AGREEMENT

- 22.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.
- 22.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE 23 - TERM OF AGREEMENT

- 23.1 The term of this Agreement is January 1, 2016 through December 31, 2018.
- 23.2 Requests from the Union for changes in wages, hours and terms and conditions of employment shall be submitted to the Personnel Administrator no later than one hundred and twenty (120) calendar days before expiration of the current Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2016.

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 612

CITY OF UNIVERSITY PLACE

By: _____
Todd Mickelson
Business Representative

By: _____
Stephen P. Sugg
City Manager

By: _____
Steve Victor
City Attorney

Appendix A

2016 Salary Index (Includes 2.5% COLA)

| Step | MW I | MW II | MW III | Lead | Crew Chief |
|------|---------|---------|---------|---------|------------|
| 1 | \$3,700 | \$3,848 | \$4,301 | \$4,500 | \$5,205 |
| 2 | \$3,848 | \$4,002 | \$4,473 | \$4,680 | \$5,413 |
| 3 | \$4,002 | \$4,162 | \$4,652 | \$4,867 | \$5,630 |
| 4 | \$4,162 | \$4,328 | \$4,838 | \$5,062 | \$5,855 |
| 5 | \$4,328 | \$4,501 | \$5,032 | \$5,264 | \$6,089 |
| 6 | \$4,501 | \$4,681 | \$5,233 | \$5,475 | \$6,333 |
| 7 | \$4,681 | \$4,868 | \$5,442 | \$5,694 | \$6,586 |
| 8 | \$4,868 | \$5,063 | \$5,660 | \$5,922 | \$6,849 |

2017 and 2018 Salary Ranges would be adjusted according to Section 6.1 of the Contract

Memo

DATE: January 19, 2016 Study Session

TO: Mayor, Mayor Pro-Tem and City Council

FROM: David Swindale, Planning and Development Services Director
Jeff Boers, Principal Planner

SUBJECT: Amendments to Chapter 19.65 Landscaping and Trees: Tree Retention

Background

On July 29, 2012, the City Council held a study session to discuss the protection of scenic views and raised questions concerning the City's tree retention provisions. Council requested Planning Commission review of existing regulations and adopted Resolution No. 698, which directed the Commission to recommend language to clarify existing Zoning Code provisions regarding:

- a. The number of trees that property owners are allowed to cut down in a three-year period; and
- b. That the City staff is available to consult with on the determination of what constitutes a dangerous or hazardous tree.

The Commission initiated its review of existing code provisions and a discussion draft of possible amendments at its August 5, 2015 meeting. The Commission continued with its review during its September and October meetings and conducted a public hearing on proposed amendments on October 7, 2015. After considering public testimony, the Commission voted on October 21, 2015 to recommend to Council approval of a set of tree retention code amendments. Adopted minutes from each of the Commission meetings where possible amendments were discussed are provided in attachments 3-7.

Proposal Intent

The proposed amendments would add or modify a number of tree retention provisions in UPMC 19.65 Landscaping/Trees. These include: definitions; the size threshold for regulated trees; options for determining tree retention; the process for evaluating trees, designing projects around them, and protecting retained trees during construction; and nuisance and invasive tree provisions.

The proposed amendments address the City Council Resolution by:

1. Authorizing staff to make certain hazard tree determinations without the need of a certified urban forester; and
2. Allowing smaller, invasive and nuisance trees to be removed without a tree removal permit, thereby allowing more trees to be cut within a three year period.

The proposed amendments would provide consistency with the newly updated comprehensive plan by supporting policies to “protect and enhance the natural green and wooded character of the city by retaining an abundance of mature trees”.

The proposed amendments would reduce unintended consequences such as the retention of trees having little aesthetic or ecological value by providing more flexibility for developers to work with staff in developing plans that focus on protecting larger and more beneficial trees rather than smaller and less desirable trees.

A summary of the key amendments is provided in Attachment 1. This summary identifies whether each amendment would establish a new provision, or revise an existing provision to clarify its intent or change how it regulates an aspect of tree retention. The summary identifies who initiated each amendment and its purpose or intent. Planning Commission Resolution 2015-03 and Exhibit A to this resolution, which represents the complete text of the recommended amendments, are provided in Attachment 2.

Procedural Compliance

On September 23, 2015, the City submitted a set of draft amendments to the Department of Commerce to initiate the mandatory 60-day state agency review period. This period ended on November 22nd and no agency comments were received. The City also submitted required SEPA documentation to the Department of Ecology on September 13, 2015 to initiate a 14-day SEPA review period. General comments concerning cleanup of properties contaminated by the ASARCO plume that might be affected by tree removal were provided by Ecology.

Process

The January 19th study session will provide an opportunity for Council to become familiar with the amendments recommended for approval by the Commission. Once Council has had sufficient time to review the amendments and offer possible revisions thereto, consideration of the amendments may be scheduled for a subsequent meeting.

Attachments:

1. Summary of Amendments Recommended by Planning Commission
2. Planning Commission Resolution 2015-03 with Exhibit A (complete set of recommended amendments)
3. Minutes from August 5, 2015 Planning Commission meeting
4. Minutes from September 2, 2015 Planning Commission meeting
5. Minutes from September 16, 2015 Planning Commission meeting
6. Minutes from October 7, 2015 Planning Commission meeting
7. Minutes from October 21, 2015 Planning Commission meeting

Tree Retention Code Amendments Summary

Planning Commission Recommendation -- October 21, 2015

- Add purpose statements for landscaping/tree regulations (*Section 19.65.010*).
Staff-initiated revisions are intended to broaden the chapter purpose statement.

- Add definitions for “invasive trees” and “nuisance trees”. These trees would be excluded from regulations limiting tree removal (*Section 19.65.060*).
New provisions respond to Council directive to explore ways of increasing number of trees that property owners may remove. The current code (based on 6” tree diameter threshold) limits the extent to which most trees, including invasive trees or nuisance trees, may be removed. By establishing these new categories and excluding them from the numerical limits on tree removal, property owners would have the ability to remove these trees – as well as a limited number of other trees that are neither invasive or nuisance species.

- Revise definition of “replacement tree” (*Section 19.65.060*).
Staff-initiated revision would require a larger size for replacement deciduous trees (trees that are required to be planted if more trees are removed than otherwise allowed by code). The new size would be comparable to what is typically required for trees on sites where new landscaping is required.

- Revise definition of “tree” by increasing the size thresholds for regulated trees, from 6 inches for all types of trees, to 12 inches for evergreen trees and 9 inches for deciduous trees (*Section 19.65.060*).
Revised provision responds to Council directive to explore ways of increasing number of trees that property owners may remove. This would provide greater flexibility for homeowners to manage trees on their properties. The increased number of trees that might be allowed to be removed based on their size falling below the larger thresholds would be balanced to some extent by increased percentages of tree required to be retained per revised Section 19.65.270 on larger developments.

- Add definition of “tree topping” (*Section 19.65.010*).
Staff-initiated new provision would improve code administration. Tree topping is generally prohibited by current code. Establishing a definition of tree topping would clarify what is meant by tree topping, and therefore what is prohibited by code.

- Revise definition of “urban forester” (*Section 19.65.010*).
Staff-initiated revision would update qualifications and recognize the existence of three certifying organizations for tree professionals.
- Modify exemption language to formalize current staff practice of making hazard tree determinations when it is obvious that a tree poses a hazard rather than requiring an arborist to make this determination at considerable cost to a homeowner (*Section 19.65.070(D)*).
Revision responds to Council directive. Other staff-initiated revisions would improve code administration and reflect revised definition of urban forester.
- Modify listed zoning classifications to reflect a recently established zone (MU-M) and a new zone name (CC).
Staff-initiated revision would ensure internal zoning code consistency.
- Modify perimeter landscape buffering requirements by adding a maintenance provision (*Section 19.65.120*).
Staff-initiated revision would assist with enforcement.
- Modify provisions for sizes and types of landscaping required (*Section 19.65.190*).
Staff-initiated revisions would provide design flexibility / improve administration.
- Modify urban forest management intent statement (*Section 19.65.240*).
Staff-initiated revision would ensure greater consistency with recently adopted comprehensive plan text.
- Modify tree retention regulations to distinguish between those applicable to *development situations* and those applicable to *no associated development situations* – which typically relate to homeowner yard maintenance (*Section 19.65.270 and 275*).
Staff-initiated amendments (new and revised) in response to development industry input on need for greater flexibility in how tree retention is regulated on larger sites – especially subdivisions. Developers could choose from a number of options in determining how best to protect and retain regulated trees on a site while achieving the best urban design possible – and ideally, improved forest ecology. This concept was borrowed from Portland, Oregon. The distinction between interior (25%) and perimeter (75%) retention requirements would be eliminated. The current provision has little applicability due to previous code amendments that eliminated a number of buffer requirements.

- Revise provisions regarding selective hazard tree removal in a critical area such as on steep slopes (*Section 19.65.270*).
Staff-initiated revision in response to Council directive and homeowner input about the need for greater flexibility in removing more trees on property, even if they are located within a critical area – provided this can be done without compromising the stability of the critical area or its ecological value.
- Modify tree retention plan requirements to allow the use of different methodologies for developing tree inventories (*Section 19.65.280*).
Staff-initiated revisions would allow developers to choose one of several options for developing a tree inventory in order to lower the cost of survey work.
- Modify tree replacement provisions (*Section 19.65.310*).
Staff-initiated revisions would provide more flexibility in determining appropriate types of replacement trees and more specific direction as to where replacement trees should be planted.
- Establish a list of *invasive tree species* -- those trees introduced to the region that may negatively impact natural ecosystems by displacing native species, reducing biological diversity, and interfering with natural succession (*Section 19.65.330*).
Staff-initiated new provision would work in tandem with the new definition of “invasive tree”. These trees would no longer be regulated in terms of tree retention, meaning they could be removed and not count against the tree removal limits in Sections 19.65.270 and 19.65.275. The list was developed with input from organizations interested in supporting native plant communities by minimizing the spread of invasive species and by considering lists developed by other municipalities including Portland and Lake Oswego, Oregon.
- Establish a list of *nuisance tree species* (*Section 19.65.340*) that are known to be weak-wooded and unstable, or ones that exhibit other traits that render them prone to creating nuisance conditions for persons and property located in close proximity to such trees.
Staff-initiated new provision would work in tandem with the new definition of “invasive tree”. These trees would no longer be regulated in terms of tree retention, meaning they could be removed and not count against the tree removal limits in Sections 19.65.270 and 19.65.275.

Planning Commission Regular Meeting Minutes

Wednesday, August 5, 2015
7:00 p.m. to 9:00 p.m.
Town Hall Meeting Room

Note: The Action Minutes represent a summary of presentations given and actions taken. For a more detailed record, the audio recording of the meeting can be accessed through the City Clerk's Office, City of University Place. Contact Emy Genetia at (253) 460-2511.

1. **Call to Order (7:02)** Acting_Chair Boykin called the meeting to order at 7:00 p.m.

2. **Roll Call (7:02)**

Planning Commission Members Present

Mr. Frank Boykin – Co Vice Chair
Mr. Steve Smith – Co Vice Chair (arrived at 7:12)
Mr. Diogenes Xenos
Mr. Morry Stafford
Mr. Tony Paulson

Planning Commission Members Absent

Mr. Cliff Quisenberry – Chair
Mr. Chris Barrett

Staff Present

David Swindale, Director, Planning and
Development Services
Jeff Boers, Principal Planner
Becky Metcalf, Project Assistant

3. **Approval of Minutes (7:02)**

The following changes to the minutes of July 23, 2015 were requested:

- On page 2, 2nd bullet, change the last sentence to read "Commissioner Stafford is amenable to the single sidewalk because it would preserve the buffer existing on the south side."
- On the top of the 3rd page, after the word "acoustics", add the sentence "Commissioners agreed."
- Also on the top of the 3rd page, delete the sentence "Per Commissioner Paulson's suggestion, the Commission returned to reviewing proposed plan amendments."

MOTION: by Commissioner Xenos and seconded by Commissioner Paulson to approve the minutes of July 23, 2015 as amended. Motion passed.

4. **Public Comment (7:07)**

Karen Kolley – 8612 29th Street West spoke about a resolution currently before the City Council regarding re-designating zones in the City and encouraged the Commission to not give away control of what community will look like, and stated that she is not against

growth and development.

There being no further comments, Acting Chair Boykin stated the Public Comment section of the meeting was closed.

5. Consideration and Approval: Comprehensive Plan Update (7:11)

Principal Planner Boers provided background on this item, and stated that the inclusion of the acoustical engineering requirement for drive-ups and drive-throughs previously suggested by Commissioner Stafford could be added to the *code* amendment package being forwarded to Council for approval.

MOTION: by Commissioner Stafford and seconded by Commissioner Xenos to pass Resolution 2015-01 recommending to Mayor, Mayor Pro Tem, and City Council approval of amendments to the University Place Comprehensive Plan and UPMC Title 16 Comprehensive Plan in accordance with Washington State Growth Management Act periodic update requirements. The motion passed unanimously.

6. Consideration and Approval: Development Regulation Amendments (7:02)

Principal Planner Boers provided background on this item.

Commissioner discussion included the following items:

- Commissioner Paulson confirmed that the prior change of zoning for the property across Bridgeport from Fred Meyer to Neighborhood Commercial was an action taken by Council but was not a recommendation that was forwarded from the Planning Commission.

Commissioner Stafford presented suggested changes to regulations regarding Transition Property Overlay Zones (see Attachment A attached to these minutes). These would:

1. Add a term "secondary streets" as defined by dictionary.
2. Add text reading "the intention is to continuously obscure the view onto the overlay land use up to 6' high perpendicular to the fence or wall across the right of way."
3. Include a requirement that signage as well as lighting be shielded or directed away from abutting or adjacent residential uses.
4. Include verbiage changes in the "Transition Landscaping Requirements" section of the code to provide consistency with the changes recommended for the Transition Properties Overlay Zone Standards.

If these suggestions are approved by the Commission, an additional revision will need to be made to the Zoning Map before it moves forward to Council. There could be some exposure to a challenge over including these changes in the recommended amendments in that they were not in the proposed amendments considered during the public hearing.

Following discussion regarding a desire for further study of these suggested changes and the timing of future work before the Commission, it was decided to continue the review of Commissioner Stafford's suggested changes on the Transition Properties Overlay Zone and Transition Landscaping Requirements to the Commission's next regular meeting on August 19. Consideration of Resolution 2015-02 will take place at that meeting as well.

7. Discussion: Tree Retention Code Amendments (7:57)

Principal Planner Boers provided background on this item.

Commission discussion and comments included:

- Commissioner Stafford finds the language being proposed by staff is far more workable than what is in place now. Per Commissioner Stafford's request, his attendance for the rest of the evening was excused.
- Buffers (L2) required in transition zones are landscape or planted buffers, but are not tree retention buffers. Not very many transition zones would be heavily forested.
- Establishing different size thresholds for regulating evergreen versus deciduous trees depends on whether the community wants to protect one type of tree more than the other type. It is fairly common to NOT differentiate.
- Discussion of the difference between a collective canopy and a total canopy was held.
- Perhaps the code could require preservation of a percentage of the total cross sectional area. This would favor large trees.
- A public hearing will need to be held on this item.
- Commissioner Paulson feels that 12 inches for all trees is too big.
- Commissioner Xenos likes the 9 inch (deciduous) and 12 inch (evergreen) approach.
- Commissioner Smith feels that having different options for preservation depending on what is happening on specific sites is a good option.
- Further review of proposed redline amendments can occur at the August 19th meeting.

8. Staff Comments (8:35)

Commissioners Smith, Paulson and Boykin are planning to attend the Joint Planning Commission/City Council Study Session on the Comprehensive Plan Amendments on August 17th. Commissioner Xenos is unsure at this time.

9. Commission and Liaison Comments (8:36)

Commissioner Xenos recommended the Public Safety Daytime Community Academy. Commissioner Smith enjoyed the Sun Fest and stated that the City did a good job on this event. Commissioner Boykin enjoyed the event as well.

10. Adjourn

MOTION: by Commissioner Paulson, seconded by Commissioner Smith to adjourn the meeting. Motion to adjourn was approved unanimously. (8:37)

Submitted by:

Becky Metcalf, Project Assistant
Community and Economic Development

Approved as submitted: August 19, 2015

Planning Commission Regular Meeting Minutes

Wednesday, September 2, 2015
7:00 p.m. to 9:00 p.m.
Town Hall Meeting Room

Note: The Action Minutes represent a summary of presentations given and actions taken. For a more detailed record, the audio recording of the meeting can be accessed through the City Clerk's Office, City of University Place. Contact Emy Genetia at (253) 460-2511.

1. **Call to Order (7:00)** Chair Quisenberry called the meeting to order at 7:00 p.m.

2. **Roll Call (7:00)**

Planning Commission Members Present

Mr. Cliff Quisenberry – Chair
Mr. Frank Boykin – Co Vice Chair
Mr. Steve Smith – Co Vice Chair
Mr. Chris Barrett
Mr. Diogenes Xenos
Mr. Morry Stafford
Mr. Tony Paulson

Planning Commission Members Absent

Staff Present

Jeff Boers, Principal Planner
Becky Metcalf, Project Assistant

3. **Approval of Minutes (7:00)**

Amendments to the minutes of August 19, 2015 were suggested by Commissioner Stafford as follows:

- On page 2 of the draft minutes, under item 6 in the paragraph that begins "Consensus among the Commission", replace the word "change" with the word "increase"
- In the same paragraph, add "from 6"." to the end of the paragraph.

MOTION: by Commissioner Stafford and seconded by Commissioner Paulson to approve the amendments. Motion passed.

MOTION: by Commissioner Paulson and seconded by Commissioner Stafford to approve the minutes of August 19, 2015 as amended. Motion passed.

4. **Public Comment (7:02)**

There being no public comment on any item not appearing on the agenda for this evening's meeting, Chair Quisenberry stated the Public Comment section of the meeting was closed.

5. Discussion: Tree Retention Code Amendments (7:03)

Principal Planner Boers provided background on and a summary of this item. He stated that the goal is to bring this topic forward to a public hearing in October.

Commission discussion and comments included:

- Portland's options for determining tree retention do not address trees that are located within the proposed footprint of buildings. A suggested revision on page 5 of the tree retention code amendments discussion draft would limit the exception of building footprints to new construction of a single family dwelling on an existing lot of record that is not located within a subdivision or short subdivision approved by the City.
- Tree retention plans are maintained by the City in the files kept for development projects. Staff will check regarding the retention period for these plans.
- Commissioner Stafford identified four purposes included in Portland's Tree Preservation Zoning section that should be included in the City's code. They are:
 - Protecting public health through the absorption of air pollutants, contamination, and capturing carbon dioxide
 - Providing visual screening and summer cooling
 - Reducing energy demand and urban heat island impacts
 - Enhancing property values
- If the six Portland options are used, make sure there are exemptions available for instances where only one or two trees exist on a parcel.
- The Portland options seem complex. Option 6, retaining 35% of the total tree canopy, seems excessive for University Place. Staff has adjusted this to 25% on page 19 of the tree retention zoning code amendment recommendations.
- More options provides more flexibility.
- The ordinances have no teeth for enforcement. Penalties and the City's ability to enforce requirements need to be discussed.
- There needs to be a reasonable use provision.
- The City's code does provide for fines, and they have been levied in certain cases.
- Separate tree retention sections for developers and single-family home-owners may provide more realistic guidelines.
- It would be interesting to have information from Portland as to how these options work out in implementation. Staff will pursue feedback from staff in Portland.

At this point, a citizen in attendance was asked if he would like to address the Commission. *Mr. David Harrowe, 4616 79th Ave Ct W.*, regrets seeing a loss of trees. He spoke about the definition of "tree". He stated that the current code does not define what an invasive tree is. He suggested referring to "nuisance" trees rather than "invasive" and explain why the trees identified as such are a nuisance.

- The Portland options appear to be intended for developers, not single-family home-owners.
- On Item 19.65.270 of the UP tree retention code – what is the interplay between items A, B and C? The section is a bit complicated and should be re-written. Identify which items apply to homeowners and which apply to developers.
- It would be best to provide one simple straightforward option, but also provide alternatives with other options that may be more complex but perhaps more beneficial to a property owner or developer.
- Current requirements are difficult to administer and don't always result in the desired solution. The current proposal will not significantly increase the amount of trees retained because of the increased size threshold. The result may be the retention of better trees, although maybe fewer trees.

- Slight majority of commission is interested in exploring all of the options provided by Portland and there is interest in hearing feedback from Portland regarding topics including enforcement, tree trades, impacts on existing property owners, and considerations for maintaining the trees.

The discussion then moved to Heritage Trees. Topics discussed included:

- Approaches used by other jurisdictions.
- Identifying a tree on private property should be a volunteer program. What is the purpose of a forestry commission in a volunteer program if property owners have veto power?
- Should identifying a tree on City property as a heritage tree be a public process? Perhaps require a commission to evaluate and recommend to Council.
- Motion by Commissioner Stafford and seconded by Commissioner Quisenberry to table the heritage tree discussion for this evening. The motion was defeated.

6. Staff Comments (8:56)

None.

7. Commission and Liaison Comments (8:56)

None.

8. Adjourn

MOTION: by Commissioner Xenos, seconded by Commissioner Paulson to adjourn the meeting. Motion to adjourn was approved unanimously. (8:57)

Submitted by:

Becky Metcalf, Project Assistant
Community and Economic Development

Approved as submitted: September 16, 2015

Planning Commission Regular Meeting Minutes

Wednesday, September 16, 2015
7:00 p.m. to 9:00 p.m.
Town Hall Meeting Room

Note: The Action Minutes represent a summary of presentations given and actions taken. For a more detailed record, the audio recording of the meeting can be accessed through the City Clerk's Office, City of University Place. Contact Emy Genetia at (253) 460-2511.

1. **Call to Order (7:02)** Chair Quisenberry called the meeting to order at 7:02 p.m.

2. **Roll Call (7:02)**

Planning Commission Members Present

Mr. Cliff Quisenberry – Chair
Mr. Frank Boykin – Co Vice Chair
Mr. Steve Smith – Co Vice Chair
Mr. Chris Barrett
Mr. Diogenes Xenos
Mr. Morry Stafford
Mr. Tony Paulson

Planning Commission Members Absent

Staff Present

Jeff Boers, Principal Planner
Becky Metcalf, Project Assistant

3. **Approval of Minutes (7:03)**

MOTION: by Commissioner Xenos and seconded by Commissioner Boykin to approve the minutes of September 2, 2015 as submitted. Motion passed.

4. **Public Comment (7:03)**

There being no public comment on any item not appearing on the agenda for this evening's meeting, Chair Quisenberry stated the Public Comment section of the meeting was closed.

5. **Discussion: Tree Retention Code Amendments (7:03)**

Principal Planner Boers provided background on and summary of this item. Additional information has been received from the City of Portland following the distribution of the agenda packet, and that information has been summarized in a memo that was distributed to the Commission at tonight's meeting. The memo is included with the minutes as Attachment 1.

Commission discussion and comments included:

- Consider looking at total site area and percentages, rather than the artificial divisions of perimeter and interior trees.

- It would be difficult to determine percentage of tree canopy when there are various sizes of trees included in the canopy, as the smaller, unregulated, trees would be excluded before determining the area of the canopy.
- If Option 4 on page 3 is used, consider eliminating the individual trees provision and only require retention of a percentage of the canopy. It may be helpful to require that nuisance trees are removed first before determining the canopy.

There was a discussion regarding the difference between nuisance and invasive trees. Invasive trees come from outside of the region and take over. Nuisance trees are troublesome for various reasons.

Commission discussion and comments included:

- Portland focuses more on invasive trees, and have a very poorly and seldom used list of nuisance trees.
- Specify that invasive and nuisance trees are not considered trees for the purposes of regulation. Both should also be defined.
- Staff will request more information and clarification from Portland as far as administration of their provisions.
- Does allowing the removal of 4 trees per year cause problems for Portland? If not, Commissioner Stafford would be supportive of a similar limit in University Place.
- Maintaining neighborhood character is a reason for tree retention policies. We have nothing regarding neighborhood character in our policy. Ask Portland how the consideration of neighborhood character works for them.
- Where is the wildfire hazard zone in Portland? The Chambers Creek canyon seems to have the characteristics to be identified as a wildfire hazard zone.
- Commission consensus is Options 1 through 3 on page three of the 9/16/15 memo should be included in the City's tree retention policy.
- Discussion followed regarding Option 4. It was suggested that the option be reworded to specify a canopy of "regulated trees". Also, delete the phrase that talks about "75% of the trees". Increase the percentage of the tree canopy to be retained from 30% to 35%.
- Add an Option 5 that is just the retention of a specific number of trees.

Discussion then moved to the draft of Tree Retention Code Amendments.

Commission discussion and comments included:

- The tree topping definition is given from the viewpoint of a professional arborist. Staff will develop a more understandable definition to replace the technical one given here.
- Add a table of nuisance trees that can be added to over time.
- Discussion followed as to whether trees in public right of way and city property should come under these policies. The City should set an example.
- How controversial is Portland's removal allowance of three trees per year?
- How is enforcement handled? An honor system is assumed, and enforcement is mainly complaint-based.
- The message needs to be forwarded to Council that all of this is meaningless without enforcement.
- Much of the public does not realize that there are tree retention guides.
- Commission consensus is to retain the significant tree definition and comments, but do not address further. Identify this issue to the City Council.

6. Staff Comments (8: 59)

None.

7. Commission and Liaison Comments (8:59)

None.

8. Adjourn

MOTION: by Commissioner Xenos, seconded by Commissioner Barrett to adjourn the meeting. Motion to adjourn was approved unanimously. (8:59)

Submitted by:

Becky Metcalf, Project Assistant
Community and Economic Development

Approved as submitted: October 7, 2015

Planning Commission Regular Meeting Minutes

Wednesday, October 7, 2015
7:00 p.m. to 9:00 p.m.
Town Hall Meeting Room

Note: The Action Minutes represent a summary of presentations given and actions taken. For a more detailed record, the audio recording of the meeting can be accessed through the City Clerk's Office, City of University Place. Contact Emy Genetia at (253) 460-2511.

1. **Call to Order (7:07)** Acting Chair Smith called the meeting to order at 7:07 p.m.

2. **Roll Call (7:07)**

Planning Commission Members Present

Mr. Steve Smith – Acting Chair
Mr. Frank Boykin – Co Vice Chair (arrived at 7:07)
Mr. Chris Barrett
Mr. Diogenes Xenos

Planning Commission Members Excused

Mr. Cliff Quisenberry – Chair
Mr. Morry Stafford
Mr. Tony Paulson

Staff Present

David Swindale, Director
Jeff Boers, Principal Planner
Becky Metcalf, Project Assistant

3. **Approval of Minutes (7:08)**

MOTION: by Commissioner Xenos and seconded by Commissioner Barrett to approve the minutes of September 16, 2015 as submitted. Motion passed.

4. **Public Comment (7:09)**

There being no public comment on any item not appearing on the agenda, Acting Chair Smith stated the Public Comment section of the meeting was closed.

5. **Public Hearing and Consideration: Tree Retention Code Amendments (7:09)**

Principal Planner Boers provided background on and summary of this item. He summarized changes to the Tree Retention Code that have been made in response to comments from Commissioners at the September 16, 2015 meeting. In addition, Staff recommends that, on page 20, item B, the phrase “and trees located outside of critical areas or their buffers” be deleted

Acting Chair Smith opened the hearing to public comment on this issue.

David Harrowe, 4616 79th Ave. Ct. West, expressed regret that there is nothing in the proposed amendments to establish a heritage or significant tree policy. He asked how the change in size of regulated trees, from 6 inches to 9 or 12 inches, would benefit the typical UP resident. He also asked if a systematic survey of tree ordinances of cities in Western WA had been done, and if so, are the proposed size thresholds for regulated trees in University Place out of step with those of other cities surveyed. If so, why? He questioned whether the Planning Commission had done any active public polling?

Principal Planner Boers responded that several months ago the Commission looked at how central and south Puget Sound cities define trees. Tree size thresholds vary and there are other factors to be considered when comparing tree regulations. He also stated that comments received from citizens at the Department office are on both sides of the issue – with some residents wanting more flexibility to remove more trees and others wanting tighter restrictions to retain more of the urban forest.

Mr. Harrowe asked how long the Commission has been reviewing this issue. Principal Planner Boers stated the Commission had held study sessions for the past two months. Commissioners expressed appreciation for Mr. Harrowe's input.

Acting Chair Smith closed the public hearing.

Commission discussion and comments included:

- Commissioners not in attendance have had much input on this topic and should have the opportunity to be involved in the Commission's decision on a recommendation to Council, if there is no urgency to move this issue forward tonight.
- Commission consensus is to wait until the Oct. 21 meeting to make a decision on finalizing their recommendations to Council on the tree retention code amendments.

6. Staff Comments (7:44)

Director Swindale distributed a chart (attached to minutes as Attachment 1). He reported that the Puget Sound Regional Council has required the City to plan for an increased level of population. There will be a special City Council study session held on this topic on Monday, October 12th, and Commissioners are invited to attend if they wish. The proposal will be to provide for additional density in the city's regional growth center. The higher targets the City will need to plan for apply to population, housing units, and employment growth.

7. Commission and Liaison Comments (7:51)

None.

8. Adjourn

MOTION: by Commissioner Barrett, seconded by Commissioner Xenos to adjourn the meeting. Motion to adjourn was approved unanimously. (7:52)

Submitted by:

Becky Metcalf, Project Assistant
Community and Economic Development

Approved as submitted: October 21, 2015

Planning Commission Regular Meeting Minutes

Wednesday, October 21, 2015
7:00 p.m. to 9:00 p.m.
Town Hall Meeting Room

Note: The Action Minutes represent a summary of presentations given and actions taken. For a more detailed record, the audio recording of the meeting can be accessed through the City Clerk's Office, City of University Place. Contact Emy Genetia at (253) 460-2511.

1. **Call to Order (7:00)** Chair Quisenberry called the meeting to order at 7:00 p.m.

2. **Roll Call (7:00)**

Planning Commission Members Present

Mr. Cliff Quisenberry – Chair
Mr. Steve Smith – Co Vice Chair
Mr. Tony Paulson
Mr. Diogenes Xenos

Planning Commission Members Excused

Mr. Frank Boykin – Co Vice Chair
Mr. Chris Barrett
Mr. Morry Stafford

Staff Present

Jeff Boers, Principal Planner
Becky Metcalf, Project Assistant

3. **Approval of Minutes (7:00)**

MOTION: by Commissioner Xenos and seconded by Commissioner Smith to approve the minutes of October 7, 2015 as submitted. Motion passed.

4. **Public Comment (7:01)**

There being no public comment on any item not appearing on the agenda, Chair Quisenberry stated the Public Comment section of the meeting was closed.

5. **Discussion and Consideration: Tree Retention Code Amendments (7:01)**

Principal Planner Boers provided background on and summary of this item.

Commissioner discussion covered the following topics:

- There is no mention of significant trees needing to be retained in the section on Tree Retention – No Associated Development (19.65.275). Add new item B “All significant trees must be retained.” Staff wishes to review 19.65.270 to make sure that Section 19.65.275 includes similar provisions.
- Commission asked staff to provide an overview of the process used to determine the size thresholds for trees to be retained. Principal Planner Boers gave a brief review.

Discussion moved to a recommendation by Commissioner Paulson to provide Principal Planner Boers time to review sections 19.65.270 and 19.65.275 in order to make a recommendation on how to further edit these provisions to be consistent or complementary.

Commissioner Paulson distributed suggested text to be included in a cover letter or memo that will accompany the Commission's recommendations on the tree retention amendments as they are transmitted to the City Council (Attachment A to these minutes). His text expresses an objection to keeping a placeholder in the code concerning the establishment of a Significant Tree program if there are no specifics regarding Heritage or Significant Trees. He feels it is time for a decision to be made by the city as to whether a significant tree program should be implemented.

Commissioner discussion covered the following topics:

- Other Heritage Tree programs are a mix of citizen-driven, and staff or Council driven.
- The placeholder provides a way for interested citizens to push such a program to tie it into the tree retention policy.
- Staff can indicate in its report to the City Council that the Significant Tree text in the code provides a platform should such a program be championed through citizen initiative or staff action.

Following Principal Planner Boers' comments about how sections 19.65.270 and 19.65.275 could be made consistent, the Commission indicated a preference to add a new Item in 19.65.275 that refers back to item 19.65.270 C. In Item 19.65.275 B, it was noted that the reference should be made to UPMC 19.65.270 (D), not (C).

Motion by Commissioner Xenos and seconded by Commissioner Paulson to approve the Tree Retention code amendments as amended. The Motion passed unanimously.

6. Staff Comments (7:32)

Principal Planner Boers reported that Council on Monday night voted to adopt a resolution establishing a Regional Growth Center Subarea Plan Ad-Hoc Advisory Committee. The Resolution establishes the composition of the committee, with a total membership of nine individuals. At least one member of the Commission would be appointed to the Committee. Th subarea plan work must be completed by December 2016.

7. Commission and Liaison Comments (7:17)

Commissioner Paulson thanked Commissioners for hearing his concerns regarding the Significant Tree program. Commissioner Quisenberry thanked Commissioner Smith for chairing the October 7 meeting, as Commissioner Quisenberry had been ill that evening. Commissioners noted their receipt of a letter from the Mayor regarding actions and roles of the Commissions.

8. Adjourn

MOTION: by Commissioner Smith, seconded by Commissioner Xenos to adjourn the meeting. Motion to adjourn was approved unanimously. (7:38)

Submitted by:

Becky Metcalf, Project Assistant
Community and Economic Development

Approved as submitted: November 4, 2015

RESOLUTION NO. 2015-03

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE PLANNING COMMISSION, RECOMMENDING TO MAYOR, MAYOR PRO TEM, AND CITY COUNCIL THE APPROVAL OF AMENDMENTS TO UPMC TITLE 19 ZONING -- CHAPTER 19.65 LANDSCAPING/TREES PERTAINING TO TREE RETENTION STANDARDS

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

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

WHEREAS, the City issued a *SEPA Determination of Non-significance* pertaining to proposed development regulation amendments on September 23, 2015 with a 14-day comment period, and no adverse comments were received; and

WHEREAS, the City published a public hearing notice in the Tacoma News Tribune on September 23, 2015 regarding an October 7, 2015 public hearing to be held on the proposed development regulation amendments; and

WHEREAS, the City submitted a *Notice of Intent to Adopt* to the Washington State Department of Commerce on September 23, 2015, which was issued to state agencies for a 60-day comment period as required pursuant to RCW 36A.70 RCW, and had not received any formal comments in response to the *Notice* prior to the close of the public hearing on this matter; and

WHEREAS, the Planning Commission conducted a public hearing on October 7, 2015 to consider written and oral public comments on the proposed development regulation amendments; and

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

1. The proposed tree retention amendments will ensure consistency with University Place Comprehensive Plan goals, objectives and policies. They reflect, and respond to, changes that have occurred in University Place since incorporation in 1995;
2. The proposed amendments are in the best interest of the citizens and property owners of the City as the amended regulations will more carefully direct growth and manage change in the community with respect to tree retention in a manner consistent with community aspirations;

3. The proposed amendments enhance the public health, safety, comfort, convenience or general welfare by refining tree retention regulations that will more effectively implement Comprehensive Plan objectives and directives supported by the community;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, that it recommends to the Mayor, Mayor Pro Tem, and City Council approval of proposed amendments to UPMC Title 19 - Zoning, Chapter 19.65 Landscaping/Trees provided with this Resolution as Exhibit A.

PASSED BY THE CITY OF UNIVERSITY PLACE PLANNING COMMISSION ON THE 21st DAY OF OCTOBER 2015.

Cliff Quisenberry, Chair
City of University Place Planning Commission

City of University Place
Tree Retention Code Amendments
Planning Commission Recommended Draft
October 21, 2015

Chapter 19.65 Landscaping/Trees

19.65.010 Purpose.

The purposes of this chapter are:

- A. To implement the City's vision statement and the goals and policies of the Comprehensive Plan;
- B. To protect and enhance the natural green and wooded character of University Place;
- C. To promote the compatibility between land uses and zones by reducing the visual, noise and lighting impacts of development on users of the site and abutting uses;
- D. To protect critical areas from the impacts of development, by facilitating aquifer recharge, protecting urban wildlife habitat, reducing stormwater runoff and pollution of surface waters, and controlling dust, erosion and sedimentation;
- E. To promote the use and protection of vegetation native and common to the Puget Sound region;
- F. To promote the application of water-efficient techniques in the design, installation and maintenance of landscaping; ~~and~~
- G. To provide physical safety of pedestrians and motorists through the proper location and placement of vegetation;
- H. To protect public health through the absorption of air pollutants and contamination, and by capturing carbon dioxide;
- I. To provide visual screening and summer cooling;
- J. To reduce energy demand and urban heat island impacts; and
- K. To enhance property values.

19.65.020 Authority.

The Department shall review and may approve, disapprove or approve with modification all permits, site plans, and/or landscape plans for all uses and developments which are required to comply with the provisions of this section. This section includes landscaping requirements and

urban forest management. Chapter [76.09](#) RCW and Chapter [222-20](#) WAC authorize the urban forest management provisions of this chapter.

19.65.030 Disclaimer of liability.

The City is not liable for any damage to property or injury to persons that results because of landscaping or trees that must be retained as required by this section whether by natural and/or other causes. It shall be the responsibility of property owners to question the safety of landscape requirements or the health and safety of trees and to request modification of landscape requirements or review of diseased and/or dangerous trees as provided for in this section.

19.65.040 Enforcement and penalties.

A. It shall be unlawful to remove any tree or vegetation in a manner inconsistent with this chapter, an approved tree preservation plan and/or a plat note which requires the preservation of trees and/or vegetation.

B. In addition to any other sanction or penalty or any remedial or administrative procedure available under the University Place Municipal Code or State law for a violation of any provision of this chapter or failure to comply with any permit or other written order or decision issued pursuant to this chapter, a monetary penalty shall be assessed that is the greater of:

1. One thousand dollars for each tree cleared, cut, damaged or removed, or for each act of clearing, cutting, damaging, or removing vegetation; or
2. Triple the value of each tree cleared, cut, damaged or removed, or of the vegetation cleared, cut, damaged, or removed. The replacement value shall be determined using the methods described in the Guide for Plant Appraisal published by the International Society of Arboriculture, most current edition; or
3. An amount reasonably determined by the Director to be equivalent to the economic benefit that the violator derives from the violation as measured by the greater of the resulting increase in market value of the property or the value received by the violator, or savings of construction costs realized by the violator.

C. In the case of urban forest management, the City shall impose a six-year moratorium on the development of the subject property when a property owner either fails to obtain a tree removal permit or violates the provisions of a valid tree removal permit, including failure to disclose the intended use of the property.

19.65.050 Permits.

A. Tree Removal Permit. A tree removal permit is required to cut or otherwise remove six or more trees in any consecutive 36-month period. An application for a tree removal permit and any information required by this section shall be submitted for any tree removal activity not

exempt by this section. If six or more trees are to be removed, a tree removal permit application shall be submitted at the same time an application for a building permit, development permit or land use permit is submitted. The application shall be on a form provided by the City and shall be accompanied by documents and information as are determined to be necessary by the Director. Notification of abutting and adjacent property owners is required.

B. The City may refer applications to an urban forester for comments. Any permit granted shall expire one year from the date of issuance. Upon a showing of good cause, a permit may be extended by the Director for one six-month period. The permit may be suspended or revoked by the Director because of incorrect information supplied or any violation of the provisions of this chapter. No work shall begin until a public notice has been posted on the subject site in a conspicuous location. The notice shall remain posted until the project has been completed.

19.65.060 Definitions.

“Brushing” means the practice of removing significant groundcover by hand or hand-operated equipment to create better visibility on a property for purposes such as marketing or surveying of said property.

“Christmas tree” means any evergreen tree or the top thereof, commonly known as a Christmas tree, with limbs and branches, with or without roots including fir, pine, spruce, cedar and other coniferous species.

“Clearing” means the cutting, moving on site, or removal of standing or fallen timber (including stumps); the removal or moving on site of stumps; or the cutting or removal of brush, grass, groundcover, or other vegetative matter from a site in a way which exposes the earth’s surface of the site.

“Conversion” means converting the use of land from forestry to non-forestry uses.

“Critical root zone” is an area where the tree’s roots are located. This root zone is generally the area surrounding a tree at a distance which is equal to one-foot radius for every diameter-inch measured at breast height (DBH) or four and one-half feet above ground.

“Crown” is the area of a tree containing leaf- or needle-bearing branches.

“Development” is the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargements of any structure; any mining, excavation, landfill, stockpiling, clearing or land disturbance; and any use or extension of use of the land.

“Diameter at breast height” (DBH) is a tree’s diameter in inches at four and one-half feet above the ground. On multi-stemmed or multi-trunked trees, the diameter shall be the diameter equivalent to the sum of trunk areas measured at four and one-half feet above ground.

“Drip line” of a tree means an imaginary line on the ground created by the vertical projection of the foliage at its greatest circumference.

“Forest practices” means any activity relating to growing trees and harvesting or processing timber including but not limited to road and trail construction; harvesting; thinning; reforestation, fertilization, prevention and suppression of diseases and insects; salvage of trees; and brush control.

“Groundcover” means types of vegetation which are normally terrestrial such as shrubs, vines, grasses, and herbaceous plants.

“Hazard tree” is any tree with a structural defect and/or disease which makes it subject to a high probability of failure and with a proximity to persons or property that makes it an imminent threat.

“Invasive tree” is a species that was introduced by humans to locations outside of their native range that spread and persist over large areas. Invasive species negatively impact natural ecosystems by displacing native species, reducing biological diversity, and interfering with natural succession. Tree species known to be invasive in the Pacific Northwest are listed in UPMC 19.65.330.

“Limited tree removal” is the removal of five trees or less in any 36 consecutive months for the purposes of property development, solar access, general property and utility maintenance, landscaping or gardening. ~~Tree removal in a landslide and erosion hazard area, a wildlife habitat area or a wetland or wetland buffer is prohibited unless specified otherwise.~~

“Nuisance tree” is a species that is known to be weak-wooded and unstable, or one that exhibits other traits that render it prone to creating nuisance conditions for persons and property located in close proximity to such trees. Tree species categorized as nuisance trees in University Place are listed in UPMC 19.65.340.

“Outdoor storage area” means an area on a site where materials, merchandise and/or equipment is stored outdoors.

“Remove” or **“removal”** is the act of removing a tree by digging up, cutting down, or any act which causes the tree to die within a period of three years, including, but not limited to, damage inflicted on the root system by machinery, storage of materials, or soil compacting, or changing the ground level in the area of the tree’s root system; damage inflicted on the tree permitting infections or infestation; excessive pruning; topping; paving with concrete, asphalt, or other impervious material within the drip line; or any other action which is deemed harmful to the tree.

“Replacement tree” means any self-supporting perennial woody plant that ~~matures at a height greater than six feet and~~ measures at least six feet in height at the time of planting and at 24 inches above the root ball has a diameter of at least three inches for evergreen trees, and is

fully branched and has a minimum caliper of two inches and a minimum height of 10 feet at time of planting and one and one-half inches for deciduous trees.

“Significant tree” means a tree identified on the City’s inventory of significant trees.

“Tree” means ~~any~~ living woody plant characterized by one or more main stems or trunks and many branches, with the trunk or at least one main stem having a diameter of at least twelve~~six~~ inches DBH or more at breast height (DBH) for evergreen trees and at least nine inches DBH for deciduous trees. Invasive, nuisance or hazard trees, of any size, as determined by the City, are not considered trees for the purposes of this chapter.

“Tree removal permit” means a permit issued by the City to permit clearing and/or tree removal pursuant to the provisions of this chapter.

“Tree Topping” is an extreme form of crown reduction that removes whole tops of trees or large branches and/or trunks from the tops of trees, leaving stubs or lateral branches that are too small to assume the role of a terminal leader – the vertical stem at the top of the trunk. Tree topping severely cuts back large trees to a predetermined size in a manner that:

- leaves large exposed wounds that can become infested;
- ruins tree structure;
- removes too much foliage, disrupting the tree’s energy storage;
- stimulates vigorous new growth, which is prone to breakage;
- increases tree maintenance costs; and
- destroys a tree’s appearance and value.

“Understory” means small trees and shrubs growing below the canopy of larger trees.

“Urban forest management” means the management of trees in the City, whether on public or private property, for the purposes of but not limited to maintaining the wooded character of the City and property values; providing wildlife habitat, buffering, and wind protection; facilitating aquifer recharge and slope stabilization and enhancing our healthy, safe, and attractive environment.

“Urban forester” is a licensed professional approved by the City with academic and/or field experience that makes him or her a recognized expert in tree preservation and management. For City approval, an urban forester shall be a Society of American Foresters (SAF) Certified Forester, a certified arborist with the an International Society of Arboriculture (ISA) Certified Arborist, or an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist. Submittal of additional credentials including those of a registered arborist with the American Association of Consulting Arborists is encouraged. An urban forester shall have the necessary training and experience to use and apply the International Society of Arboriculture’s guide to evaluation and management of trees, “Guide to the Evaluation of Hazard Trees in Urban Areas,”

~~and to successfully provide the necessary expertise relating to management of trees specified in this chapter.~~

19.65.070 Exemptions.

The following shall be exempt from the tree removal permit requirements of this chapter but shall satisfy all standards and requirements of UPMC [19.65.240](#) and other sections as noted below. Except for limited tree removal, a written exemption must be obtained from the City prior to commencing any clearing or tree removal.

A. Limited tree removal except in the following critical areas: landslide and erosion hazard area, fish and wildlife habitat area or its buffer, and/or wetland or wetland buffer -- unless authorized pursuant to Title 17 Critical Areas otherwise specified. ~~City notification is required to assist in record keeping.~~

B. Removal of trees where the trunks are located and groundcover in conjunction with new construction within a maximum of 10 feet of an existing the perimeter of the new building that will remain on a site and any area proposed to be cleared for driveway and septic purposes as indicated on a plot plan submitted with a building permit application; provided, however, the Director may require minor modifications in siting and placement of driveways, utilities and septic tank drain field systems where such modifications will promote the goals of this chapter and still satisfy the need and function of improvements. This exemption does not allow tree removal prior to preliminary plat, final plat, or short plat approval.

C. Removal of hazard trees ~~and groundcover~~ in emergency situations involving immediate danger to life or property or substantial fire hazards as determined by the City. Replacement of any trees removed is required in accordance with the replacement provisions of this chapter.

D. Removal of a hazard tree(s) following an affirmative recommendation by an ISA-Certified Arborist or ASCA Registered Consulting Arborist that the tree is a safety hazard and should be removed. The ~~Certified~~ arborist shall conduct an assessment in accordance with ANSI A300 (Part 9) – 2011 Tree Risk Assessment and provide a written report that includes: identification and location of the specified trees; a description of the methods used; tree risk assessment data; recommendations for mitigating risk or additional assessments; and, recommendations for monitoring and follow-up. The arborist performing this work shall have a Tree Risk Assessment Qualification (TRAQ) or equivalent. The city may, at its discretion and in consideration of ISA tree risk assessment guidance, waive the certified or registered arborist requirement if city staff conducts an on-site inspection and determines that a tree clearly and obviously constitutes a hazard. Upon such inspection, staff may determine that further review by a certified or registered arborist is required before making a determination as to whether a tree constitutes a hazard. ~~use the most recent edition of the Photographic Guide to the Evaluation of Hazard Trees in Urban Areas and the Tree Hazard Evaluation Form published by the International Society of Arboriculture.~~

E. Removal of obviously dead or diseased ~~groundcover or~~ trees. Replacement of any trees removed is required in accordance with the replacement provisions of this chapter.

F. Emergencies. Removal of trees necessary to protect public safety or public or private property from imminent danger in response to emergencies declared by the City, County, State or Federal governments. In the case of a declared emergency, the written approval requirement shall be waived.

G. Removal of street trees, when performed by or on behalf of the City to maintain rights-of-way and in the interest of public safety.

H. Removal of trees that interfere with existing utility transmission lines when pruning is not sufficient to alleviate the interference condition. Topping is prohibited.

19.65.080 Required water conservation.

During periods when water conservation is required, new landscaping and maintenance of existing required landscaping shall not be required. However, following the lifting of water restrictions, any landscaping required during the period of the required conservation shall be installed and all required landscaping shall be restored to a healthy condition. Any required landscaping that has died shall be replaced in accordance with UPMC [19.65.220](#).

19.65.090 Landscaping.

Landscaping shall be located along street frontages, around the perimeter, in parking areas and/or on other areas of a site in accordance with the following sections and the landscape tables in UPMC [19.65.150](#)(A) and (B). This subsection shall apply to the following:

A. New Development. All new uses shall provide landscaping in accordance with the requirements of this chapter. The landscape tables indicate the particular landscape category which applies to proposed uses. The tables and other sections of this chapter shall be used as standards when landscaping requirements are imposed as part of a discretionary permit review process.

B. Expansions of or Alterations to Existing Uses. The requirements of this section shall apply to remodeling or expansion of existing uses under either of the following conditions: (1) when the remodeling or expansion results in the remodeling of or addition of 10 percent or more of the gross floor area of the existing principal building or, collectively, to any principal buildings in a ~~development project~~~~commercial center~~; or (2) when the remodeling or expansion results in cumulative improvements to the interior and/or exterior of a structure (except for normal maintenance, repair, and life/safety improvements including but not limited to reroofing, painting, recarpeting, fire sprinkler installation, and improved exiting and accessibility), which within a 12-month period exceeds a cumulative value of 10 percent of the assessed value of the structure as assessed by the Pierce County Assessor's Office. All landscape requirements of this section shall apply to the entire property. The landscape tables indicate the particular

landscape category which applies to proposed expansion or alteration. Where conformance with this section would create a nonconformity of parking standards or would conflict with the location of existing buildings on the lot, the Director shall determine how the code is to be applied. The Director shall use landscape averaging by requiring more landscaping in one area and reducing it in another. In determining how to apply the landscaping requirements in such circumstances, the Director shall use the following criteria in deciding which of the landscaping requirements to adjust, listed in the order of highest importance:

1. Compliance with street frontage landscaping standards;
2. Compliance with perimeter landscaping standards;
3. Compliance with internal area of parking lot standards;
4. Compliance with other landscaping standards of this title.

C. Change of Use or Occupancy. When the use of a building or lot changes to another use which does not involve expansion or remodeling as provided in subsection (B) of this section, such use need not provide additional landscaping except under the following circumstances:

1. Additional off-street parking is required, in which case the landscaping required by UPMC [19.65.110](#) shall be required for all new parking spaces or parking facilities provided.
2. The use is subject to special use permit in which case the review authority shall establish the minimum landscape requirements for the specific use.
3. New uses, storage or other activities will take place outdoors, in which case the requirements of UPMC [19.65.120](#) shall apply.
4. The previous use did not comply with the requirements of the landscaping regulations in effect at the time it was established.
5. Difference of Standards. Where there is a difference in the standards listed in this section and the specific requirements listed for specific uses, the more stringent will apply. The Director may permit alternative landscaping, as provided in UPMC [19.65.170](#), when the overall site development plan proposed provides equivalent or better results than required by this title.
6. If contiguous lots are developed jointly, the requirement for perimeter buffering between the jointly developed lots shall not be required.
7. No street frontage landscaping is required for single-family or ~~duplex~~two-family dwellings constructed on a lot of record that existed on the effective date of this code.

19.65.095 Difference of standards.

Where there is a difference between the standards listed in this chapter and the specific requirements listed for specific uses, the more stringent will apply. Landscaping design

standards and guidelines specified for small lot development, multifamily development, and projects located within the Town Center, Mixed Use, Mixed Use – Office, Mixed Use – Maritime, or Community Commercial zones shall prevail when conflicts between this chapter and these specific requirements exist. The Director may permit alternative landscaping, as provided in UPMC [19.65.170](#), when the overall site development plan proposed provides equivalent or better results than required by this title.

19.65.100 Street frontage landscaping.

Any portion of any use, except individual single-family or ~~duplex~~two-family lots, that abuts a public right-of-way shall install Level III landscaping unless otherwise specified. See Figure 1 in UPMC [19.65.140](#).

19.65.105 Transition landscaping requirements.

Development or redevelopment of uses not permitted in the R1 or R2 zones on those portions of properties that abut or are across a local street (as defined in Chapter [13.20](#) UPMC) from an R1 or R2 zoned property shall:

A. Install Level I landscaping within the front yard setback abutting all local streets. See Figure ~~13~~ in UPMC [19.65.140](#).

B. Install a solid 100 percent sight-obscuring six-foot-high fence or wall within or along the required setback along all local streets. The location of the fence or wall shall be approved by the Director. For the purposes of this section, a cyclone fence with slats is not a sight-obscuring fence.

19.65.110 Parking lot and impervious surface area landscaping.

A. The intent of this section is to break up and reduce the barren appearance of parking, circulation, loading, storage and other large impervious surface areas of a site. To the extent practicable, landscaped areas shall be dispersed throughout the impervious surface area.

B. Perimeter Street Landscaping. Any portion of a parking lot, outdoor sales area or other large impervious surface area that is within 20 feet of a public road right-of-way shall install Level III landscaping along that portion of the parking lot perimeter. See Figure 3 in UPMC [19.65.140](#).

C. Interior Landscaping. All surface parking lots with 10 or more spaces or combined outdoor sales areas greater than 1,600 square feet must provide interior landscaping as follows:

1. Row Requirement. The maximum number of consecutive vehicle parking or sales display spaces without an intervening island or peninsula is 10, unless the row fronts on a landscaping area with a minimum planting width of eight feet. For such rows, the maximum consecutive parking spaces without an intervening island or peninsula is 20 spaces. A landscaping island or peninsula is required at the end of each row of four or more automobile parking spaces that terminates within a parking or circulation area.

2. Island/Peninsula Requirement. Landscape islands and peninsulas shall have a minimum planting width and length of eight feet and minimum planting area of 120 square feet. There shall be at least one tree planted on every island and peninsula.

3. Planting Type and Density. The following landscaping is the minimum required for each 300 square feet of impervious surface landscaping: one two-inch caliper deciduous tree or one six-foot-tall evergreen tree; five five-gallon shrubs; and groundcover. There shall be a minimum of one deciduous canopy tree per four parking spaces or vehicle storage or sales display spaces. Deciduous canopy trees shall be selected in accordance with the Approved Street Tree Palette provided in the streetscape standards adopted pursuant to Chapter [19.54](#) UPMC.

4. Curb/Curb Edge. Planting areas shall be fully protected by curbs as a means of preventing injury to plants from pedestrian or vehicular traffic and to prevent landscaping material from entering the storm drainage system. No trees or shrubs shall be planted within two feet of a curb edge. Groundcover is required within this two-foot area.

19.65.120 Perimeter landscape buffering.

A. Intent. The intent of this section is to provide for a physical, visual and noise buffer and transition between uses. Different landscape/buffer levels are used to address different uses, compatibility and in conjunction with new subdivisions.

B. General Requirements. Refer to the tables in UPMC [19.65.150](#)(A) and (B) for the landscape level required by the proposed use, expansion or alteration. Each lot line will have a required landscape level based on the abutting land use except that, when two or more properties abut and share a common driveway or parking area, perimeter landscaping along the shared property line may be waived. Pedestrian walkways shall be permitted to cross required landscape areas. Refer to Figures 1, 2, and 3 in UPMC [19.65.140](#) for illustration of perimeter landscaping requirements.

C. If contiguous lots are developed jointly, the requirement for perimeter buffering between the jointly developed lots shall not apply.

D.Maintenance: Where landscaping has been required or a natural buffer has been set aside, no other use including, but not limited to, the construction of structures is allowed unless authorized by the original permit.

19.65.125 Residential development canopy tree requirement.

A minimum of one deciduous tree per 3,000 square feet of lot area shall be planted on each new single-family or duplex lot created through the short plat or conventional preliminary plat/final plat process after the effective date of the ordinance codified in this section. In addition, a minimum of one deciduous or evergreen tree per 2,000 square feet of dedicated common open space shall be planted within a project's open space area. If the calculation of the number of trees results in a fraction of one-half or greater, the fraction and the number of

trees shall round up to the next whole number. If this calculation results in a fraction of less than one-half, the fraction and the number of trees shall round down to the previous whole number.

Planting on an individual lot shall occur prior to the building permit being finalized for a new dwelling unit on the lot. Trees required under this provision shall be in addition to any street trees required to be planted within a public street right-of-way or replacement trees required to be planted in accordance with UPMC [19.65.310](#). This section shall not apply to small lot developments designed in accordance with Chapter [19.53](#) UPMC.

19.65.130 Interior landscaping/site stabilization.

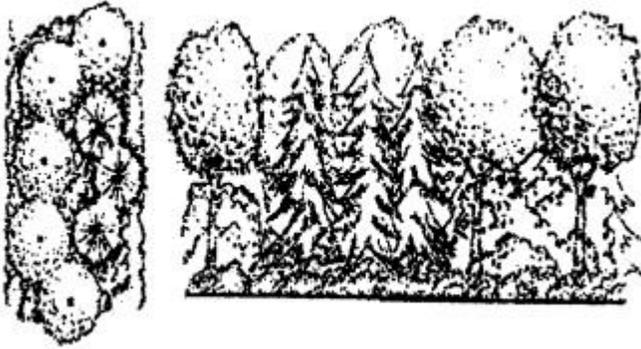
All interior portions of lots, parcels or tracts which are not developed with buildings, parking areas and/or accessory uses or where other more specific landscaping regulations are required shall be landscaped with Level IV landscaping, unless native vegetation already exists, and shall be maintained. This includes temporary stabilization of development sites.

19.65.140 Landscape levels.

A. Level I: Visual Screen. Level I landscaping is intended to provide a very dense sight barrier to significantly separate uses and zoning districts. It shall generally consist of a mix of predominantly evergreen plantings including living trees, shrubs and groundcovers. The choice and spacing of plantings shall be such that they will form a dense hedge sufficient to obscure sight through the screen within three years after planting. Where a sight-obscuring fence is required, chain-link fencing with slats shall not be considered to be sight-obscuring. Level I landscaping shall consist of the following:

1. A minimum of two staggered rows of evergreen trees planted along the entire length of the required buffer. Trees shall be chosen and spaced so as to form an effective visual screen, which creates a solid sight-obscuring barrier within three years of planting. Evergreen trees shall be planted no greater than 15 feet on center in each row.
2. The width of a Level I landscape buffer shall be no less than 20 feet. The area which is not planted with trees shall be planted with shrubs and groundcover. Shrubs shall be spaced no greater than five feet on center. Shrubs and groundcover shall be planted to attain a coverage of 90 percent of the planting area within three years.
3. Lawns may be used to cover up to 75 percent of the landscape area which is not planted with trees or shrubs.

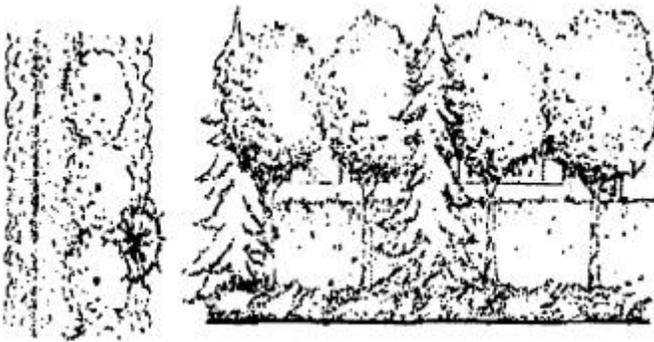
Figure 1. Landscaping Level I, Visual Screen



B. Level II: See-Through Buffer. Level II landscaping is intended to create a visual separation between uses and zones. Level II landscaping shall consist of:

1. A mix of evergreen and deciduous trees, with no more than 30 percent being deciduous. All trees shall be planted at intervals no greater than 10 feet on center.
2. The width of a Level II landscape buffer shall be no less than 12 feet. The area which is not planted with trees shall be planted with a mix of evergreen and deciduous shrubs, with not more than 30 percent being deciduous, planted at a density of seven per 100 square feet of planting area, together with other living groundcover planted to attain a coverage of 90 percent within three years of planting.

Figure 2. Landscaping Level II, See-Through Buffer



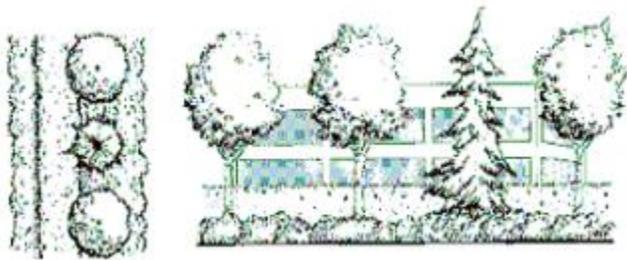
C. Level III: Ornamental Effects Landscaping. Level III landscaping is intended to provide a visual separation of uses from streets; and visual separation of compatible uses so as to soften the appearance of the development from public streets and soften the appearance of parking areas, buildings, and other improvements. Level III landscaping shall consist of:

1. Canopy-type deciduous trees or spreading evergreen trees planted in clumps or strips with a mix of living evergreen and deciduous groundcovers and low shrubs. Up to 100 percent of the trees may be deciduous. Trees shall be spaced at intervals no greater than 30 feet on center.

2. The width of a Level III landscape buffer shall be no less than five feet. The area which is not planted with trees shall be planted with shrubs and living groundcover chosen and planted to attain a coverage of 90 percent within three years of planting. Shrubs shall be planted at a density of five shrubs per 100 square feet of that portion of the landscape area which is not planted in lawn. Lawn may be used for up to 75 percent of the required groundcover.

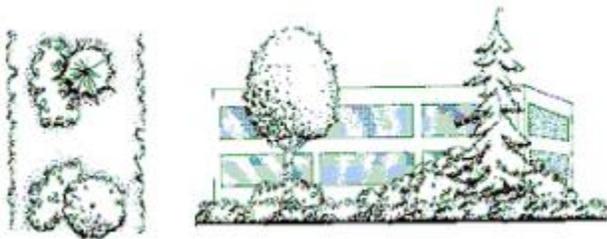
3. Landscaping located within public rights-of-way shall be approved by the Department, prior to planting, as part of the review of landscape plans required by UPMC [19.65.200](#). Landscaping in the public right-of-way shall be in accordance with the “Design Standards and Guidelines for Streetscape Elements” adopted pursuant to Chapter [19.54](#) UPMC.

Figure 3. Landscaping Level III, Ornamental Effects



D. Level IV: Soil Stabilizing Vegetation/Landscaping. Level IV landscaping is intended to provide soil stability, prevent erosion and prevent sedimentation of off-site properties and improvements. Level IV landscaping shall consist of lawn, other living groundcover, shrubs and trees with a root structure which stabilizes soil where necessary to prevent erosion and sedimentation. Type IV landscaping may include other organic and/or inorganic soil-stabilizing materials such as rockeries, retaining walls or other similar slope and soil stabilization devices. Level IV landscaping shall be established on all portions of development sites that are or have remained undeveloped for a period of six months.

Figure 4. Landscaping Level IV, Soil Stabilizing



19.65.150 Perimeter landscape tables.

A. Residential, Commercial and Industrial Table.

| Existing Uses | | | | | | |
|--|----------------|---|--------------------------------|----------------------|-----------------|-----------------|
| | School or Park | Single- or Two-Family <u>or Duplex</u> Dwellings | Multifamily and Senior Housing | Offices and Services | Commercial Uses | Industrial Uses |
| Proposed Uses | | | | | | |
| Single- or Two-Family <u>or Duplex</u> Subdivisions | L3 | X | L3 | L1 | L1 | L1 |
| Short Plats** | L3 | | L3 | L3 | L3 | L3 |
| Multifamily and Senior Housing* | L1 | L1 | L2 | L1 | L1 | L1 |
| Mixed Use | L1 | L1 | L1/L2*** | L3 | L3 | L2 |
| Religious Assembly and Day Care | L1 | L1 | L2 | L1 | L1 | L1 |
| Offices and Services | L1 | L1 | L1 | L3 | L3 | L2 |
| Commercial Uses | L1 | L1 | L1 | L3 | L3 | L2 |
| Industrial Uses | L1 | L1 | L1 | L2 | L2 | L3 |

*Includes mobile home parks

**Required on newly created vacant lots only as a condition of building permit issuance. Installation required prior to building permit final.

***Mixed use projects that are predominantly commercial shall use an L1 buffer. Mixed use projects that are predominantly residential shall use an L2 buffer.

Note: Perimeter landscaping not required when development is adjacent to vacant land.

B. Public Facilities and Utilities Table.

| Existing Uses | | | | | | |
|---|--|---|--------------------------------|----------------------|-----------------|-----------------|
| | Single- or Two-Family or Duplex Dwellings | Single- or Two-Family or Duplex Subdivisions | Multifamily and Senior Housing | Offices and Services | Commercial Uses | Industrial Uses |
| Proposed Uses | | | | | | |
| Government and Utility Offices | L1 | L1 | L1 | L3 | L3 | L2 |
| Schools and Parks | L1 | L1 | L1 | L2 | L2 | L1 |
| Government and Utility Maintenance Facilities | L1 | L1 | L1 | L2 | L2 | L3 |
| Sewage Treatment Plants | L1 | L1 | L1 | L1 | L1 | L1 |
| Accessory Utility Facilities | L2 | L2 | L2 | L3 | L3 | L3 |

19.65.160 Not required in wetlands or across streams.

The landscape requirements of this chapter are not required in a wetland, wetland buffer, fish and wildlife buffers or across streams.

19.65.170 Modification of landscaping requirements.

A. Upon written request supported by one or more of the following instances the Director may authorize a reduced width of planting or waive some or all of the landscaping requirements:

1. Where, except those areas where Level IV landscaping is required, the requirement of this chapter would require more than 50 percent of the site area (excluding parking lots) to be landscaped, the Director may modify the requirements so that not more than 50 percent of the site area (excluding parking lots) must be landscaped. The Director may require more intensive landscaping if the reduction in the required planting area would reduce the effectiveness of the landscaping to a point where the intent of the landscape level cannot be satisfied.

2. When the inclusion of existing vegetation on the site would result in landscaping equivalent to or better than the requirements of this chapter in achieving the intent of the required landscape level.

3. When existing conditions on or abutting the site, including, but not limited to, differences in elevation, existing vegetation, location of buildings or utilities would render the requirements of this chapter ineffective.

4. When Level I visual screening is required, an applicant may request to use plantings that can be expected to form a healthy sight-obscuring evergreen hedge within three years in lieu of two rows of trees. In reviewing such a request for modification, the Director shall consider the applicant's request in light of the intent of Level I landscaping and the nature of the use or development which is being screened.

5. When the applicant proposes an alternative method of landscaping that would achieve the intent and purpose of the landscaping required in this chapter and which the Director determines to provide superior quality through the use of native vegetation existing on site, preservation of groves of trees, preservation of wetlands and/or wildlife habitat, increasing perimeter landscape width in strategic locations, providing unique focal points of interest, or through other means.

6. When development will occur in phases and development of subsequent phases will result in removal of landscaping required by this title.

B. When approving a request for a modification of landscaping requirements, the Director shall issue findings upon which the approval is based. The Director may attach conditions to any such approval of a request for modification of landscaping requirements if necessary to assure that the intent of the landscape level and any modification thereof is maintained.

19.65.180 Planter boxes.

In limited circumstances the director may approve the use of planter boxes in lieu of Level III landscaping where such planter boxes will not obstruct sight distance.

19.65.190 Sizes and types of landscaping.

Landscape areas required pursuant to UPMC [19.65.090](#) through [19.65.150](#) shall conform to the following standards. All plant material shall meet or exceed ANSI Z60.1-1996 American Standards for Nursery Stock.

A. Trees, Evergreen. Size: Coniferous and broadleaf evergreen trees may be comprised of a mixture of sizes but shall not be less than six feet in height at time of planting. Tree material at time of planting shall be of a sufficient size to meet ~~applicable the minimum height and~~ landscape buffer or screening requirements within 10 years of installation.

B. Trees, Deciduous. Size: Deciduous trees may be comprised of a mixture of sizes but shall be fully branched, have a minimum caliper of two inches and a minimum height of 10 feet at time of planting unless the City determines that a particular species or cultivar, which is available only in a smaller size, is the preferred selection for a specific location. Tree material at time of

planting shall be of a sufficient size to meet ~~any applicable the minimum height and landscape buffer or~~ screening requirements within 10 years of installation.

C. Shrubs and Hedges. Size: Shrubs may be comprised of a mixture of sizes but shall not be less than 24 inches at time of planting. Shrub and hedge material at time of planting shall be of a sufficient size to meet the minimum height and screening requirements within three years of installation.

D. Groundcover, Vegetative. Size: Groundcover shall be planted to achieve a minimum planting area coverage of 90 percent of required coverage within three years of installation and shall achieve 100 percent of required coverage within five years of installation.

E. Groundcover, Inert. Wood chips, bark, decorative rock or other appropriate inert organic material may be used.

F. Lawn Sodded and Seeded. Newly seeded lawns or installed sod shall be comprised of drought-resistant and hardy varieties which, when properly installed and maintained, are capable of surviving under conditions of restricted water use.

19.65.200 Landscape plans.

A. A Landscape plan includes a planting plan and an irrigation plan and is required to be prepared for any landscape areas required in UPMC [19.65.100](#) through [19.65.130](#) including active recreation areas in formal subdivisions and short subdivisions. Other areas require only a planting plan. Plans shall be submitted to the Department for review and approval.

B. Landscape plans shall be prepared by a Washington State registered landscape architect, a Washington State certified nurseryperson, or a Washington State certified landscaper, except that landscape plans for short subdivisions and for street tree requirements may be prepared by the applicant. A certified irrigation designer shall prepare the irrigation plan.

C. A planting plan is required to ensure that the proposed plantings are in conformance with the standards and requirements of this chapter. A planting plan drawn to the same scale as the other development plans shall include, at a minimum, the following components:

1. The location of existing vegetation to be retained, proposed vegetation, property lines, impervious surfaces, existing or proposed buildings, natural or manmade water features or bodies, existing or proposed fences and retaining walls, critical lands and associated buffers, and designated recreational open space areas.
2. A plant schedule containing the botanical and common names of the new plant material, existing plant material proposed to be retained, the planting size of the material, the number of each plant, and any special planting instructions.
3. Whenever possible the landscape plan shall incorporate the recommendations contained in the City's publication on root control, water conservation and suggested plant material.

D. An irrigation plan is required to ensure that the planting will be watered at a sufficient level to ensure plant survival and healthy growth. All landscaped areas must provide an irrigation method as stated below:

1. Option 1. A permanent underground irrigation method with an automatic controller plus an overriding rain switch.
2. Option 2. An irrigation method which provides sufficient water to ensure that the plants will become established. The method shall be required to be permanent unless the plant materials selected are determined to be drought-tolerant by the Department, in which case irrigation standards shall be required only during the first growing season following installation. Even if drought-tolerant plants are used in the landscape design, there must be an identified method to easily provide water to the plants in the case of a prolonged drought. Any automatic/mechanical system designed under this option shall be fitted with an overriding rain switch.

E. Planting is encouraged to take place in the spring or fall planting season following final development permit approval, and shall be completed prior to final occupancy approval of the building. The Director may allow a postponement of the landscaping due to weather conditions, with appropriate financial guarantees to ensure completion, but in no case shall planting be postponed beyond 90 days after the certificate of occupancy is issued or final inspection. However, the Director may approve an alternative timeline associated with a phased project.

F. Following installation of the landscaping and irrigation, the person or persons who prepared the planting and irrigation plans shall submit, within 30 days, a signed affidavit that the landscaping and irrigation system has been installed per the approved plans. The City will conduct an inspection prior to final approval of the landscape plan.

19.65.210 Maintenance.

A. The following standards shall be followed for all required landscaping:

1. The property owner shall maintain all landscaping for the life of the land use.
2. All landscape materials shall be pruned and trimmed as necessary to maintain a healthy growing condition or to prevent primary limb failure.
3. All landscape areas shall be kept free of trash.

B. Uses permitted by special use permits issued before the City's incorporation where landscaping was required as a condition of approval shall be subject to the maintenance provisions of this section.

19.65.220 Replacement.

The following standards apply to the replacement of vegetation within required landscape areas:

A. Any installed plant material located within required landscape areas which dies shall be replaced during the spring or fall growing season following plant loss but not greater than 180 days from time of loss. This standard applies for the life of the project.

B. Any tree existing on site at the time of development, greater than four inches DBH, located within a required perimeter landscape buffer or parking lot landscape areas, shall be replaced during the spring or fall growing season following death or following a determination by an urban forester or the City that the tree is diseased or damaged and has a significant chance of toppling in high winds, but not greater than 180 days from time of loss. The existing tree shall be replaced on a two-for-one basis. Any future replacement of the initial replacement trees shall occur at a one-for-one ratio. This standard applies for the life of the project.

19.65.230 Financial guaranty.

A. Performance bonds or other appropriate security (including but not limited to an assignment of funds) in the amount of 125 percent of the approved estimated landscaping cost shall be required if landscaping is not installed. The financial guaranty shall be provided prior to issuance of occupancy, for nonresidential building permits, before final inspection of residential construction, and prior to final subdivision or short plat approval, whichever is applicable. Prior to accepting a financial guaranty, the City shall have approved the landscape plans and a cost estimate for completing the landscaping. The cost estimate shall include the cost of plant material, irrigation and labor, installation, and materials.

B. For all projects which require landscaping except short plats, an 18-month landscaping maintenance guaranty equal to the cost of the landscaping less the irrigation system shall be required prior to final project approval or release of the landscape performance bond. At the end of the 18-month period, the applicant shall request that the City inspect the landscaping to ensure all planted material is alive and healthy. Any plant material needing replacement shall be replaced in accordance with UPMC [19.65.220](#) and inspected prior to the release of the maintenance guaranty. After the maintenance bond is released, landscaping shall be maintained in accordance with UPMC [19.65.210](#).

19.65.240 Urban forest management.

The intent of this section is best stated in Comprehensive Plan policy EN316, which states, "Protect and enhance the natural green and wooded character of University Place." Therefore, projects shall be designed around existing trees, preserving the maximum ~~number~~amount of significant trees and retaining existing native vegetation to the extent as-possible. The intent is ~~not to discourage~~ allow-clear-cutting of a project site, mass grading and reliance on then replanting with smaller trees as mitigation for the loss of tree canopy. Forest practices except for Christmas tree cultivation are prohibited in University Place. Because of the likelihood that much of the remaining undeveloped privately-owned ~~all~~ lands within the City will be converted to urban development in the foreseeable~~near~~ future, all trees shall be managed in accordance with this chapter.

19.65.250 City tree account.

Funds kept for planting and maintenance of trees on City property and in public rights-of-way shall be kept in a City tree account. Funds shall be placed in the account by the City Council, from fines collected as a result of violations of this chapter, from payments in lieu of replacement trees, from private donations and from grants and loans for the purpose of establishing and maintaining trees in the City. A schedule of tree costs including tree purchase, installation and maintenance is adopted by separate resolution.

19.65.260 Significant trees.

The City may maintain an inventory of significant trees.

19.65.270 Tree retention in development situations.

A. This section regulates the removal of trees associated with the development process to encourage development, where practicable, to incorporate existing trees, particularly high quality or larger trees, into a design. It is the intent of these provisions to lessen the aesthetic and ecological impacts of tree removal.

~~A. Except as provided in subsection (C) of this section, a maximum of five trees may be removed within a 36-month period without a permit. Additional trees can only be removed in accordance with this chapter.~~

~~B. The following trees shall be retained: The applicant must show how existing trees, excluding invasive trees, nuisance trees and hazard trees, will be preserved by choosing one of the following options to identify those trees to be retained. Trees located within a critical area or associated buffer are excluded from the following calculations:~~

- ~~1. Preserve at least 35% of the trees located on the site;~~
- ~~2. Preserve all trees \geq 20 inches DBH and at least 20% of the total tree diameter on the site, where there are at least 4 trees \geq 20 inches DBH on the site;~~
- ~~3. Preserve at least 50% of all trees \geq 20 inches DBH and at least 25% of the total tree diameter on the site, where there are at least 4 trees \geq 20 inches DBH on the site;~~
- ~~4. Preserve at least 30% of the total tree diameter on the site, where all trees are $<$ 20 inches DBH; or~~
- ~~5. Preserve at least 35% of the total regulated tree canopy area on the site, if the site is larger than two acres.~~

~~1. The maximum number of trees located within any required perimeter landscaping area and in no case less than 75 percent;~~

~~2. Twenty five percent of the trees located in the interior of the lot, excluding critical areas or their buffers;~~

C. In addition to those trees identified for retention in subsection B, the following trees shall be retained:

~~31. All trees within a critical area including wetlands or wetland buffers, fish and wildlife habitat buffers, or landslide and erosion hazard areas with slopes requiring preservation, (trees and vegetation shall be maintained in these critical areas in accordance with unless removal is authorized pursuant to UPMC Title 17). If the city determines that a tree located within a critical area is a hazard, the city may authorize conversion of the tree to a “habitat snag” by cutting the tree at the highest point possible that still eliminates a tree’s hazard risk. The lower portion of the tree remains in place as a habitat snag to provide habitat value for fish and wildlife. In addition, the upper portion of the tree is usually left on the ground to provide extra habitat value. Also, in order to compensate for the loss in habitat value, additional tree plantings in the critical area and/or buffer may be required as mitigation;~~

~~42. All trees within an identified scenic road corridor, wildlife corridor, or scenic trail identified in the City’s Parks, and Recreation and Open Space Plan or the Comprehensive Plan;~~

~~53. All significant trees; and~~

~~64. Trees located within a shoreline vegetation conservation area except when their removal is authorized in accordance with UPMC 18.25.100(F) and (G).~~

C. Except as provided in subsection (C)(1)(B)(3) of this section, trees to be retained shall not include hazard trees that are determined to be exempt under UPMC 19.65.070(D), following inspection and a report in the format recommended by the International Society of Arboriculture’s Guide to the Evaluation of Hazard Trees in Urban Areas prepared by an urban forester and reviewed and approved by the City, are determined to be: Hazard trees may include:

1. Damaged or diseased trees;

2. Trees that pose a safety hazard due to potential root, trunk or primary limb failure; or

3. exposure of mMature trees that which have grown in a closed, forested situation dense stand of trees and recently become exposed to windthrow due to nearby development activity.

~~D. The urban forester shall use the most recent guidelines established by the International Society of Arboriculture in its guide to the professional evaluation of landscape trees, shrubs and evergreens to make the determination that a tree is either damaged, diseased and/or a safety hazard.~~
D.E. At the discretion of the City, damaged or standing dead trees may be retained and counted toward the tree requirement, if demonstrated that such trees will provide important wildlife habitat and are not classified as hazard trees.

E. A tree removal permit is required when the development activity will result in the removal of more than five trees.

19.65.275 Tree retention – No Associated Development.

A. The purpose of this section is to manage and conserve the urban forest when development activity is neither proposed nor occurring.

B. Trees listed in UPMC 19.65.270(C) shall be retained.

C. A maximum of five trees not listed in UPMC 19.65.270(C) may be removed within a 36-month period without a tree removal permit. In addition, trees determined to be hazard trees as provided in UPMC 19.65.270(D), invasive trees as provided in UPMC 19.65.330, and nuisance trees as provided in UPMC 19.65.340 may be removed and will not count toward the five-tree limit.

D. Removal of additional trees beyond those provided for in subsection B may only be authorized through issuance of a tree removal permit in accordance with the tree retention standards set forth in UPMC 19.65.270 and this chapter.

19.65.280 Tree retention plans.

~~On timbered property greater in size than one-half acre or commercial property with more than 15 trees, or other sites the City deems it necessary because of special circumstances or complexity, the City shall review the site and be involved~~The City shall participate in the ~~following~~ three phases of tree retention described below. The City may retain an urban forester consulting arborist to work on the City's behalf. The ~~urban forester consulting arborist~~ shall be paid by the City and the applicant shall reimburse the City for all ~~urban forester consulting arborist~~ costs. ~~Urban forester Consulting arborist~~ expenses shall be reimbursed prior to the issuance of any building permits or final approval, whichever is first required following the work done by the ~~urban forester consulting arborist~~.

A. Survey and Evaluation ~~Planning~~ Phase.

1. Individual tree survey. The applicant shall provide a survey of the location of all trees and place them on the site plan. ~~If there is an overwhelming number of trees, the City may do a preliminary site evaluation to delineate where the better trees are located based on species, condition, size, soils, and exposure.~~2. All trees located near existing and proposed future buildings, roads, common open space areas, and ~~high to moderately used areas~~ other activity areas shall be evaluated. The tree identification number, species, size, condition, vigor, structure, risk of failure, and maintenance recommendations shall be documented in the plan.

2. Statistical sampling. For large stands of trees proposed to be retained in their entirety or largely in their entirety, statistical sampling may be used to estimate the total tree DBH and total number of trees present. Sampling must be carried out by an SAF Certified Forester based

on standard methodologies. Statistical sampling may be used in these stands in lieu of individual tree survey.

3. Tree canopy. When calculating the amount of regulated tree canopy on a site, the total canopy area must be based on the most recent aerial photograph available. The aerial photograph must be no more than five years old. Other data such as LiDAR may be used to help in calculating tree canopy as appropriate. Regulated tree canopy excludes invasive trees, nuisance trees, hazard trees and trees within critical areas or their buffers.

~~3. once the survey and evaluation is completed, the applicant can begin to plan the project to avoid the more favorable trees and vegetation. The applicant shall work with the City to help determine which trees can be preserved based on location, grade changes, and proposed uses and improvements.~~

B. Planning and Design Phase.

1. Detailed planning and design should not proceed until the survey and evaluation phase is completed so that the project design may achieve the most beneficial tree retention plan from the standpoint of maximizing ecological and aesthetic benefit to the community. The applicant shall work with the City to determine which trees can be preserved based on location, grade changes, and proposed uses and improvements.

21. The critical root zone (CRZ) of all trees to be retained near clearing, grading, or other disturbances shall be shown on all site plan construction documents. Any grading, construction, or utility installation within the CRZ shall be called out on the plan. Required work in these areas shall be under the direction or instruction of the City.

32. The locations of the tree protection barriers shall be shown on the clearing and grading plans. ~~The t~~ree protection barriers shall be shown along the edge of the CRZ or adjusted under the direction of the City.

C. Construction Phase.

1. A preconstruction meeting is required before any clearing takes place. The City shall point out retained trees to the general contractor, review tree preservation guidelines, and answer questions regarding tree protection.

2. The City shall inspect and approve the tree protection barrier prior to any work on the site, make adjustments where necessary, and discuss techniques to work within CRZs as needed.

3. The City shall establish a schedule to periodically monitor the tree retention plan based on the number of trees and difficulty of protecting trees during construction.

4. When clearing and grading activities are completed, the applicant shall request an inspection. The City may require tree maintenance and remedial action to improve tree health

and vigor. If any unauthorized trees are removed, the City shall take action in accordance with UPMC [19.65.040](#).

19.65.290 Tree protection.

A. To provide the best protection for remaining trees:

1. No tree removal that requires a permit shall be allowed on a site until approval of the tree removal permit.
 2. An area free of disturbance, generally corresponding to the CRZ of each tree, shall be identified on the site plan. During construction a temporary five-foot-high chain link or plastic net fence shall be installed around the trees or group of trees to be retained.
 3. No impervious surfaces, fill, excavation, or storage of construction materials shall be permitted within the area enclosed by such fencing.
 4. A rock wall shall be constructed if the grade level around a tree is to be raised by more than one foot. The inside diameter of the wall shall be equal to the diameter of the drip line of the tree.
 5. The grade level shall not be lowered within the larger of the two areas defined as follows:
 - a. The drip line of the tree(s); or
 - b. An area around the tree equal to one-foot diameter or each inch of tree trunk diameter measured four feet above the ground.
- B. The City may approve use of tree protection techniques, other than those listed above, if the trees will be protected to an equal or greater degree than by the techniques listed above. Alternative techniques shall be those recommended by an urban forester.
- C. No impervious surface or fill shall be placed within the drip line of the tree unless the City determines that the long-term health of the tree will not be significantly harmed.

19.65.300 Tree removal in subdivisions.

When subdividing property by preliminary plat, trees and groundcover shall not be removed prior to preliminary plat approval. When subdividing property by either short or preliminary plat, no clearing of trees or groundcover may take place until a tree preservation plan and site development permit have been approved by the City. Road locations must be staked prior to clearing. Prior to issuance of a building permit, a title notification shall be recorded that states:

Trees which are required to remain on this lot pursuant to the city's tree preservation regulations (Chapter [19.65](#) UPMC) shall not be removed for a period of three years from the date of original purchase by individual lot owners except as provided for in UPMC [19.65.270](#)(~~ED~~) and only then following consent by the city. Regulated trees removed

subsequent to this three year period shall be replaced in accordance with UPMC 19.65.190 and UPMC 19.65.310.

19.65.310 Tree replacement.

A. When the required number of trees cannot be retained as determined at the sole discretion of the City, trees that are removed shall be replaced with new trees of the same species ~~in accordance with UPMC 19.65.220,~~ at a replacement rate of three trees for every tree removed. The City may authorize an alternative species or cultivar if it would be a more suitable and beneficial selection for a specific location given unique site characteristics.

B. When the required number of trees cannot be physically retained or replaced on site, the applicant has the option of:

1. Planting the required number of replacement trees at locations approved by the City prior to the time of occupancy of the building or final approval of the subdivision at the same rate as the replacement rate required for on-site replacement of trees; or

2. Payment in lieu of replacement may be made to the City tree account for planting of trees in priority off-site locations various areas of within the City. These are public street rights-of-way, public parks, and other public open spaces. The payment is an equivalent amount to the estimated cost of buying and planting the trees that would otherwise have been required to be planted on site, as determined by the City’s tree replacement cost schedule. The payment in lieu of planting trees on site shall be made prior to the issuance of any building permit or final subdivision approval.

19.65.320 Common area management plans.

In those cases where a ~~subdivision or planned residential~~ development has common areas ~~that, which~~ are managed by a homeowner’s association, a common area management plan may be developed in lieu of obtaining consecutive tree removal permits. A common area management plan shall be developed by a certified or registered arborist and submitted to the City for review and approval.

19.65.330 Invasive tree species list.

Tree species known to be invasive in the Pacific Northwest are listed below. The City may determine that additional tree species should be classified as invasive if the species clearly exhibits the detrimental characteristics of invasive species.

| <u>Common Name</u> | <u>Species Name</u> |
|-----------------------|----------------------------|
| <u>Norway maple</u> | <u>Acer platanoides</u> |
| <u>Sycamore maple</u> | <u>Acer pseudoplatanus</u> |

| | |
|----------------------------------|--------------------------------------|
| <u>Horse chestnut</u> | <u><i>Aesculus hippocastanum</i></u> |
| <u>Tree-of-heaven</u> | <u><i>Ailanthus altissima</i></u> |
| <u>European white birch</u> | <u><i>Betula pendula</i></u> |
| <u>English/European hawthorn</u> | <u><i>Crataegus monoqyna</i></u> |
| <u>English holly</u> | <u><i>Ilex aquifolium</i></u> |
| <u>Princess tree</u> | <u><i>Paulowniatomentosa</i></u> |
| <u>White poplar</u> | <u><i>Populus alba</i></u> |
| <u>Sweet cherry</u> | <u><i>Prunus avium</i></u> |
| <u>Cherry laurel</u> | <u><i>Prunus laurocerasus</i></u> |
| <u>Portugal</u> | <u><i>Prunus lusitanica</i></u> |
| <u>Black locust</u> | <u><i>Robiniapseudoacacia</i></u> |
| <u>European mountain ash</u> | <u><i>Sorbus aucuparia</i></u> |
| <u>Siberian elm</u> | <u><i>Ulmus pumila</i></u> |

19.65.340 Nuisance tree species list.

Tree species categorized as nuisance trees in University Place are listed below. The City may determine that additional tree species should be classified as nuisance trees if the species clearly exhibits the detrimental characteristics of nuisance species.

| <u>Common Name</u> | <u>Species Name</u> |
|-------------------------|-----------------------------------|
| <u>Red alder</u> | <u><i>Alnus rubra</i></u> |
| <u>Black cottonwood</u> | <u><i>Populus trichocarpa</i></u> |

LEGISLATIVE PROPOSAL

DEC 28 2015

PROPOSAL: Consider changes to Council Rules to provide for greater transparency and predictability.

- Clarify how regular City Council meetings are cancelled and rescheduled.
- Formalize agenda setting process by Council Members.

REASON FOR THE PROPOSAL: Today’s Council Rules, for several Council processes and actions, are neither as transparent in process nor as predictable in their use as they could or should be.

CANCELLING OR RESCHEDULING REGULAR MEETINGS: The Council wants the public to have as much information as possible and to easily know when to attend regular Council meetings. The schedule of regular Council meetings is established by an ordinance passed by the Council as required under State law. Currently, regular meetings are cancelled or rescheduled without public process, or participation by the whole Council. This process doesn’t always allow for the public to be timely noticed of the cancellation or rescheduling of a meeting. Changing the Council Rules to state that the cancellation or rescheduling of a regular City Council meeting must be by vote of the City Council in session would provide effective notice and transparency for the public.

COUNCIL AGENDA REQUESTS: Over the last two years, we have informally established a written process for Council Members to submit proposed agenda items. This process has worked well and the Council should consider amending the Council Rules to formalize its use.

BACKGROUND INFORMATION: *(Provide background information to assist in understanding the legislative history or rationale for the legislation, including information on existing Code/Policy.)*

University Place Council Rules establishes processes and sets decorum standards for the University Place City Council. Periodically, the Council Rules are amended by City Council Resolution. The last amendment was two years ago.

FISCAL IMPACT: No impact.

DESIRED OUTCOME: Provide more public transparency and predictability on how University Place City Council conducts its business.

RESOURCES REQUIRED:

Submitted by:



(Signature)

12-28-15

(Date)

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



(Signature)

12/28/15

(Date)

Date Submitted: _____ Date Reviewed: _____ Agenda Date: _____