

1. 6:30 P.M. City Council Regular Meeting Materials

Documents:

[09-02-25 RM.PDF](#)

[AGENDA 09-02-25.PDF](#)

**UNIVERSITY PLACE CITY COUNCIL
Regular Council Meeting
Tuesday, September 2, 2025, 6:30 p.m.**



Note: Times are approximate and subject to change.

PUBLIC NOTICE

The University Place City Council will hold its scheduled meetings to ensure essential city functions continue. Members of the public can attend and participate in a Council meeting in the following manners:

- In-person at the City Council Chambers at 3609 Market Place West, Third Floor;
- Watch live broadcast on University Place Television, Lightcurve (formerly Rainier Connect) Channel 12 or Comcast Channel 21 (SD) or 321 (HD);
- Watch live broadcast on the City's YouTube channel www.YouTube.com/UniversityPlaceTV;
- Watch live broadcast on the City's website www.cityofup.com/398/City-Council-Meetings;
- Listen by telephone by dialing 1 509-342-7253 United States, Spokane (Toll), Conference ID: 922 271 934#; or
- Attend virtually by clicking this hyper-link: [Click here to join the meeting](#).

How to participate in Public Comment and public testimony on Public Hearings:

- In-person at the City Council Chambers.
- Written comments are accepted via email. Comments should be sent to the City Clerk at Egenetia@cityofup.com. Comments received up to one hour (i.e., 5:30 p.m.) before the meeting will be provided to the City Council electronically.
- Participation by telephone. Call the telephone number listed above and enter the Conference ID number. Once the Mayor calls for public comment, use the "Raise Hand" feature by pressing *5 on your phone. Your name or the last four digits of your phone number will be called out when it is your turn to speak. Press *6 to un-mute yourself to speak.
- Participation by computer. Join the meeting virtually by clicking on the hyper-link above. Turn off your camera and microphone before you press "Join Now." Once the Mayor calls for public comment, use the "Raise Hand" icon on the Microsoft Teams toolbar located at the top of your screen. Your screen name will be called out when it is your turn to speak. Turn on your camera and microphone (icon located at the top of your screen) to unmute yourself. Once you are done, turn off your camera and microphone.

In the event of technical difficulties, remote public participation may be limited.

AGENDA

- 6:30 pm **1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE – Councilmember Grassi**
- 4. APPROVAL OF AGENDA**
- 6:35 pm **5. PUBLIC COMMENTS**
- 6:40 pm **6A. – CONSENT AGENDA**
- 6G. Motion: Approve or Amend the Consent Agenda as Proposed**

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

- A. Approve the minutes of the 08/04/25 Council meeting as submitted.**
- B. Receive and File: Payroll for period ending 07/31/25 and 08/15/25; and Claims dated 08/07/25, 08/08/25, and 08/15/25.**
- C. Receive and File: Pierce County Proclamation re: University Place 30th Anniversary Day.**
- D. Authorize the City Manager to execute a Sponsorship Agreement with UP for Art substantially in the form attached hereto.**
- E. Authorize the City Manager to execute Amendment No. 2 to the Lease Agreement with Sunak MM, LLC.**

6:45 pm	7.	SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN 2026-2031 • <u>Staff Report</u> • Public Comment • Council Consideration
7:00 pm	8.	CITY MANAGER & COUNCIL COMMENTS/REPORTS - (Report items/topics of interest from outside designated agencies represented by Council members, e.g., AWC, PRSC, Pierce Transit, RCC, etc., and follow-ups on items of interest to Council and the community.)
		STUDY SESSION – (At this time, the Council will have the opportunity to study and discuss business issues with staff prior to its consideration. Citizen comment is not taken at this time; however, citizens will have the opportunity to comment on the following item(s) at future Council meetings.)
7:30 pm	9.	PARKING METER REPORT
8:00 pm	10.	<u>ECONOMIC DEVELOPMENT REPORT/UPDATE</u>
9:00 pm	11.	ADJOURNMENT

STUDY SESSION – (At this time, the Council will have the opportunity to study and discuss business issues with staff prior to its consideration. Citizen comment is not taken at this time; however, citizens will have the opportunity to comment on the following item(s) at future Council meetings.)

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

APPROVAL OF CONSENT AGENDA

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, August 4, 2025**

1. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem Wood called the Regular Meeting to order at 6:30 p.m.

2. ROLL CALL

Roll call was taken by the City Clerk as follows:

Councilmember Boykin	Present
Councilmember Worthington	Present (virtual)
Councilmember McCluskey	Present
Councilmember Flemming	Present
Councilmember Grassi	Present
Mayor Pro Tem Wood	Present
Mayor Figueroa	Excused

Staff Present: City Manager Sugg, City Attorney Kaser, Police Chief Burke, Public Safety Director Hales, Public Works Director Ecklund, Administrative Services Director Petorak, and City Clerk Genetia.

3. PLEDGE OF ALLEGIANCE

Councilmember Flemming led the Council in the Pledge of Allegiance.

4. APPROVAL OF AGENDA

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

The motion carried.

5. PRESENTATIONS

Employee Recognition – Mayor Pro Tem Wood presented a proclamation to Dean Bentley in recognition of his nearly 30 years of service to the City of University Place. The proclamation highlighted his commitment to public safety, knowledge of building codes, and positive impact on the community. Community and Economic Development Director Briske also presented Dean with a plaque in appreciation of his hard work and dedication.

University Place Refuse Service Update – Michael Gruener and Brian Holden of the University Place Refuse Service, provided an update on the company's services, discussing the slow response to the first Saturday openings and the success of the bulky waste pickup service. They proposed a voucher system for year-round cleanups to improve service and reduce traffic issues.

Public Safety Update – Police Chief Burke provided a comprehensive public safety update, highlighting the impact of increased staffing on proactive policing, officer wellness, and community engagement. He emphasized the positive effects of the additional officers and the growing partnership with the University Place School District.

6. PUBLIC COMMENTS – None.

7. CONSENT AGENDA

MOTION: By Councilmember McCluskey, seconded by Councilmember Flemming, to approve the Consent Agenda as follows:

- A. Approve the minutes of the 07/12/25 and 07/21/25 Council meetings as submitted.
- B. Authorize the City Manager to execute payment to Pierce County in the amount of \$526,173.00 for the 2025 Chipseal/Fogseal Project.
- C. Authorize the City Manager to Execute the Interlocal Agreement with University Place School District, substantially in the form attached.
- D. Adopt a Resolution directing the Park Advisory Commission to review a Legislative Proposal related to the renaming of Homestead Park. **(RESOLUTION NO. 1069)**
- E. Receive and File: Claims dated 07/31/25.

The motion carried.

8. CITY MANAGER AND COUNCIL COMMENTS/REPORTS

City Manager Sugg provided an overview of upcoming City events, including National Night Out, Music on the Square, and a concert at the Curran Apple Orchard with potential appearance by special guest emcees.

Councilmember Fleming expressed his excitement for National Night Out, looking forward to meeting residents and appreciating the community-building aspect of the event. He also thanked Public Safety Director Hales for her efforts in organizing the event. He requested City Manager Sugg to provide quick updates on significant events happening in the City, whether sponsored by the City or not.

Councilmember Grassi echoed Councilmember Fleming's enthusiasm for National Night Out, expressing her love for the event and appreciation for Public Safety Director Hales' efforts in organizing it. She highlighted the success of the farmers market and the annual Movie in the Park at Cirque Park, thanking staff and the community for their participation. Councilmember Grassi mentioned the Twisted Cider Run event and acknowledged the participation of Mayor Pro Tem Wood and looks forward to the upcoming 30th Birthday bash, thanking the event sponsors. Lastly, she thanked the community for their patience with ongoing construction projects and acknowledged the hard work of the City's staff.

Councilmember McCluskey commented on the success of the Movie in the Park event, highlighting the large turnout indicating a high level of community engagement. She gave a shoutout to Sidney Davis and asked Council to consider recognizing her in front of Council for her remarkable achievements and perseverance following her extensive injuries.

Councilmember Boykin emphasized the importance of safety in the City and acknowledged the leadership and teamwork of the Police Department.

Mayor Pro Tem Wood reported on the success of the Twisted Cider 5K event, noting the large turnout and the positive feedback from participants. He also represented the City at the Samoan Community Banquet and recognized the contributions of the 100th of the 442nd Regiment Combat Team.

9. SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN UPDATE

Public Works Director Ecklund presented an update to the City's Six-Year Transportation Improvement Plan (TIP), which outlines key infrastructure projects scheduled for 2026 to 2031. State law requires the City to adopt and update this Plan annually. The primary changes to the TIP include the following:

- The Day Island Spit Road project has been added (Project 4)
- The 35th Street Phase 1 project has been removed
- The 35th Street Phase 2 project has been removed
- The 67th Avenue Phase 2 project has been removed
- The Grandview Intersection (36th St Roundabout) project has been removed

- Funding statuses have been updated to reflect recent grant awards:
 - Project 6 – Chambers Creek Road Roundabout
 - Project 12 – 67th Avenue Phase 3
 - Project 14 – 40th Street Phase 3
- Project schedules and costs have been updated

He indicated that approval of the Six-Year Transportation Plan does not commit the City to any financial expenditures. Rather, each project will be reviewed individually by the City Council in each relevant budget cycle as a component of the Capital Improvement Plan. Approval of the Six-Year Transportation Plan, however, does create eligibility for the City to apply for various grant opportunities. Many grant funding sources require a project to appear in the City's TIP to be eligible. In addition, the TIP provides an indication to other jurisdictions of the City's planning direction for transportation needs.

Director Ecklund responded to several questions, addressing key transportation and infrastructure concerns.

A public hearing to consider this update is scheduled for September 2, 2025.

10. ADJOURNMENT - The meeting adjourned at 8:36 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

AGENDA

VOUCHER APPROVAL DOCUMENT



3609 Market Place W, Ste 200
University Place, WA 98466
PH: 253.566.5656 FAX: 253.566-5658

Voucher for pay period ending 07-31-2025

Date		Name	Amount
08/05/2025	319117	AWC EMPLOYEE BENEFIT TRUST	121,798.14
08/05/2025	319118	OLYMPIC COLLECTIONS SERVICES INC.	293.20
08/05/2025	ACH	DIRECT DEPOSIT	313,412.85
08/05/2025	WIRE	IUOE LOCALS 302/612 TRUST FUND	11,441.87
08/05/2025	ACH	BANK OF AMERICA	46,082.20
08/05/2025	ACH	WA STATE DEPT OF RETIREMENT SYS	38,230.76
08/05/2025	ACH	WA STATE DEPT OF RETIREMENT SYS	4,335.58
08/05/2025	ACH	AFLAC INSURANCE	142.51
			<u>535,737.11</u>

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: (Signature on file.)

Steve Sugg, City Manager

Date:

VOUCHER APPROVAL DOCUMENT



3609 Market Place W, Ste 200
University Place, WA 98466
PH: 253.566.5656 FAX: 253.566-5658

Voucher for pay period ending 08-15-2025

Date		Name	Amount
08/20/2025	319119	KAITYLYN C BLACKWELL	831.43
08/20/2025	319120	JOSE VERDUGO ELGUEZABAL	1,751.00
08/20/2025	319121	OLYMPIC COLLECTIONS SERVICES, INC.	293.21
08/20/2025	ACH	DIRECT DEPOSIT	310,116.59
08/20/2025	ACH	BANK OF AMERICA	45,612.50
08/20/2025	ACH	WA STATE DEPT OF RETIREMENT SYS	38,335.36
08/20/2025	ACH	WA STATE DEPT OF RETIREMENT SYS	4,335.58
08/20/2025	ACH	AFLAC INSURANCE	111.24
			<u>401,386.91</u>

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: (Signature on file.)

Steve Sugg, City Manager

Date:

City of University Place - EERP ~WA 532

ACCOUNTS PAYABLE CHECK RUN REPORT

DATE: 08/07/2025
CHECK RUN: 081525
AMOUNT: 45,465.61

AUDITING OFFICER'S 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 City of University Place, and that I am authorized to authenticate and certify to said claim.


Steve Stagg (Aug 7, 2025 11:29:34 PDT)

Authorized Signature

Check Run Code: 81525

Vendor #	Vendor	Invoice	Document	Voucher	PO	Description	Type	Invoice Net	Due Date
100413	CINTAS	9331891808	4		218071	AED SERVICE AGREEMENT/CITY HALL	INV	\$386.45	08/30/2025
100413	CINTAS	9331892797	6		218071	AED SERVICE AGREEMENT/PW UNIT	INV	\$128.82	08/30/2025
100676	GRAY, GAIL	1103	2		218287	2025 ACFR PREP	INV	\$7,410.00	08/08/2025
200007	INLINE STEEL FABRICATORS, INC.	18471	76		218543	OUTDOOR RAILING/SALTED RIM TI	INV	\$32,813.10	08/31/2025
100064	PIERCE COUNTY SEWER	1576712	51			ACCT #1576712/SEWER/3609 MARKET PL W/RETAIL UNIT A	INV	\$108.04	08/31/2025
100043	UNIVERSITY PLACE REFUSE	1434544	49			AUG25/BILLING PERIOD/REFUSE BILLING	INV	\$3,421.53	08/22/2025
100260	US BANK	7838844	30			UNILTGO09B/DEBT SERVICE PAYMENT	INV	\$147.67	08/24/2025
100260	US BANK	7838845	32			UNILTGO16/DEBT SERVICE PAYMENT	INV	\$350.00	08/24/2025
100260	US BANK	7838846	33			UNILTGO19A/DEBT SERVICE PAYMENT	INV	\$350.00	08/24/2025
100260	US BANK	7838847	35			UNILTGO19B/DEBT SERVICE PAYMENT	INV	\$350.00	08/24/2025

City of University Place - EERP ~WA 532

ACCOUNTS PAYABLE CHECK RUN REPORT

DATE: 08/08/2025
CHECK RUN: 081525BP
AMOUNT: 3,683.30

AUDITING OFFICER'S 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 City of University Place, and that I am authorized to authenticate and certify to said claim.


Steve Sugg (Aug 7, 2025 11:29:34 PDT)

Authorized Signature

Check Run Code: 081525BP

Vendor #	Vendor	Invoice	Document	Voucher	PO	Description	Type	Invoice Net	Due Date
100635	A LIVING BALANCE THERAPY, LLC	REFUND	138			REFUND/BUSINESS LICENSE NOT NEEDED	INV	\$50.00	11/14/2024
100470	HOOVER, THOMAS B	IRRIGATION	42			IRRIGATION REPAIR REIMB/67TH PH 2 PROJECT	INV	\$3,633.30	08/31/2025

City of University Place - EERP ~WA 532

ACCOUNTS PAYABLE CHECK RUN REPORT

DATE: 08/15/2025
CHECK RUN: 081525C
AMOUNT: 822,049.17

AUDITING OFFICER'S 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 City of University Place, and that I am authorized to authenticate and certify to said claim.


Steve Sugg (Aug 22, 2025 11:29:34 PDT)

Authorized Signature

Check Run Code: 081525C

Vendor #	Vendor	Invoice	Document	Voucher	PO	Description	Type	Invoice Net	Due Date
100065	AABERG'S INC	191238	65			RENTAL/VORTEX AIR BLOWERS	INV	\$298.63	08/23/2025
100252	ACCESS INFORMATION MANAGEMENT	11721502	163		218128	JUL25/OFFSITE RECORDS STORAGE	INV	\$343.54	08/30/2025
100327	AMAZON CAPITAL SERVICES	1LQT-63M3-4KGC	66			WATER BALLOON SLINGSHOT	INV	\$88.54	09/03/2025
100327	AMAZON CAPITAL SERVICES	1R3P-1QVK-1JGG	58			OUTDOOR BANNER	INV	\$302.99	08/20/2025
100327	AMAZON CAPITAL SERVICES	1VG9-MKDR-3FT6	59			CREDIT/INV#1R3P-1QVK-1JGG/SHIPPING CHARGES	CRM	(\$6.33)	08/20/2025
100327	AMAZON CAPITAL SERVICES	14D7-LD6T-3PPM	60			CREDIT/INV#1R3P-1QVK-1JGG/SHIPPING	CRM	(\$6.32)	08/20/2025
100327	AMAZON CAPITAL SERVICES	1LQM-49QM-176M	61			CREDIT/INV#197X-VLGL-3CQ9/SHIPPING	CRM	(\$6.33)	09/03/2025
100705	BERESFORD, PETER	7257	166		218471	ORCHARD PERFORMANCE/JUL24	INV	\$600.00	05/26/2025
100684	BRIAN DAVID GARRISON	1218	67		218512	MUSICAL PERFORMANCE/30TH BDB	INV	\$2,000.00	08/22/2025
100113	BUNCE DBA AMERICAN PARTY PLACE	431470-5	48		218291	EVENT RENTALS/MOVIE IN THE PARK	INV	\$3,374.56	09/03/2025
100113	BUNCE DBA AMERICAN PARTY PLACE	427244-5	64		218291	EVENT RENTALS/MOTS/JUL23	INV	\$3,257.58	08/23/2025
100273	CANON FINANCIAL SERVICES	41392779	99		218188	JUL25/COPIER LEASE/SN: 2YJ15633	INV	\$188.33	08/11/2025
100273	CANON FINANCIAL SERVICES	41392781	100		218191	JUL25/IMAGEPRESS/SN: 35Q4300 & SN: 35Q04241	INV	\$619.36	08/11/2025
100264	CANZLER TREE SERVICE, INC	9276	69		20250002	TREE REMOVAL/2734 GLENDALE CRT W	INV	\$2,642.40	08/29/2025
100146	CDW.GOVERNMENT, INC.	AF18Q6U	102			SCANNER CLEANING KIT	INV	\$93.87	08/24/2025
100362	CENTER FOR INTERNET SECURITY	INV-250723-0068883	164		218550	MS-ISAC SINGLE ORG/IT SECURITY SERVICES	INV	\$1,995.00	08/22/2025
100015	CENTURYLINK	334046271	107			PHONES/CITY WIDE	INV	\$567.10	08/20/2025
100015	CENTURYLINK	333714624	104			PW PUMP CALLOUT LINE	INV	\$72.54	08/14/2025
100015	CENTURYLINK	744812190	105			LONG DISTANCE	INV	\$9.06	08/23/2025
100002	CITY OF TACOMA	100068203	142			LIGHTS/3715 BP WAY W	INV	\$2,039.17	08/30/2025
100002	CITY OF TACOMA	101414148	143			WATER/3554 BRIDGEPORT WAY W	INV	\$3.82	09/04/2025
100002	CITY OF TACOMA	100456986	144			LIGHTS/5918 HANNAH PIERCE RD W	INV	\$38.22	08/30/2025
100002	CITY OF TACOMA	100980359	145			WATER/6799 CHAMBERS CK RD W	INV	\$661.44	08/31/2025
100002	CITY OF TACOMA	100890034	147			WATER/7299 57TH T CT W	INV	\$1,214.69	08/31/2025
100002	CITY OF TACOMA	100612293	148			LIGHTS/5103 BP WAY W	INV	\$110.57	08/30/2025
100002	CITY OF TACOMA	100892483	149			LIGHTS/5400 BP WAY W	INV	\$83.57	08/30/2025
100002	CITY OF TACOMA	100851341	150			POWER/6420 CHAMBERS CK RD W	INV	\$53.55	08/30/2025
100002	CITY OF TACOMA	100125070	151			LIGHTS/5370 BP WAY W	INV	\$33.48	08/30/2025
100002	CITY OF TACOMA	100533758	152			LIGHTS/5418 CIRQUE DR W	INV	\$47.77	08/30/2025
100002	CITY OF TACOMA	100737837	153			LIGHTS/5702 BP WAY W	INV	\$20.35	08/31/2025
100002	CITY OF TACOMA	101134786	154			WATER/6200 BP WAY W	INV	\$452.31	08/31/2025
100002	CITY OF TACOMA	100892486	155			LIGHTS/6400 BP WAY W	INV	\$124.51	08/31/2025
100002	CITY OF TACOMA	100864411	79			LIGHTS/6730 40TH ST CT W	INV	\$36.13	08/24/2025
100002	CITY OF TACOMA	100165190	81			POWER/3761 BP WAY W	INV	\$52.65	08/24/2025
100002	CITY OF TACOMA	100385145	82			WATER/3800 74TH AVE W	INV	\$2,191.11	08/24/2025
100002	CITY OF TACOMA	100083115	83			SIGNAL/4000 67TH AVE W	INV	\$36.00	08/24/2025
100002	CITY OF TACOMA	100386367	87			LIGHTS/7223 40TH ST W	INV	\$79.92	08/24/2025
100002	CITY OF TACOMA	101372462	89			WATER/7133 35TH ST W	INV	\$931.39	08/28/2025
100002	CITY OF TACOMA	100565439	3			WATER/3761 BRIDGEPORT WAY W	INV	\$2,034.07	08/24/2025
100002	CITY OF TACOMA	101378490	5			LIGHTS/7225 35TH ST W	INV	\$51.85	08/28/2025
100002	CITY OF TACOMA	101153457	7			LIGHTS/6813 35TH ST W	INV	\$46.63	08/28/2025
100002	CITY OF TACOMA	100060658	10			POWER/3510 67TH AVE W	INV	\$39.70	08/27/2025
100002	CITY OF TACOMA	100093125	11			POWER/8513 33RD ST W, #A	INV	\$41.34	08/26/2025
100002	CITY OF TACOMA	100104132	12			SIGNAL/3503 67TH AVE W	INV	\$27.11	08/27/2025
100002	CITY OF TACOMA	101065354	13			LIGHTS/8001 54TH ST W	INV	\$44.71	08/20/2025
100002	CITY OF TACOMA	100172057	14			POWER & WATER/3920 GRANDVIEW DR W	INV	\$171.49	08/20/2025
100002	CITY OF TACOMA	100737063	15			LIGHTS/2715 ELWOOD DR W	INV	\$55.57	08/19/2025
100002	CITY OF TACOMA	101032430	16			WATER/7935 54TH ST W	INV	\$214.88	08/20/2025
100002	CITY OF TACOMA	100668517	17			WATER/4300 BRIDGEPORT WAY W	INV	\$2,036.18	08/17/2025
100002	CITY OF TACOMA	100333844	18			WATER/4951 GRANDVIEW DR W	INV	\$895.65	08/20/2025
100002	CITY OF TACOMA	100083325	19			POWER/4910 BRISTONWOOD DR W	INV	\$340.29	08/20/2025
100002	CITY OF TACOMA	100080586	20			POWER/4951 GRANDVIEW DR W	INV	\$77.17	08/19/2025

100002	CITY OF TACOMA	101115836	21	LIGHTS/2702 ELWOOD DR W	INV	\$18.09	08/20/2025
100002	CITY OF TACOMA	100615001	22	SIGNAL/2247 E DAY ISLAND BLVD	INV	\$3.43	08/23/2025
100002	CITY OF TACOMA	100933758	23	LIGHTS/7203 44TH ST W	INV	\$38.18	08/21/2025
100002	CITY OF TACOMA	100185134	24	LIGHTS/4401 67TH AVE W	INV	\$31.20	08/22/2025
100002	CITY OF TACOMA	100131881	25	LIGHTS/4523 97TH AVE W	INV	\$29.51	08/20/2025
100002	CITY OF TACOMA	100798512	26	LIGHTS/4402 97TH AVE W H1	INV	\$61.03	08/20/2025
100002	CITY OF TACOMA	101206301	187	WATER/9300 CIRQUE DR W	INV	\$640.67	09/06/2025
100002	CITY OF TACOMA	100101775	188	LIGHTS/5250 GRANDVIEW DR W	INV	\$55.65	09/05/2025
100002	CITY OF TACOMA	101200947	189	LIGHTS/4910 BRISTONWOOD DR W	INV	\$39.04	09/06/2025
100002	CITY OF TACOMA	101102107	190	POWER/3555 MARKET PL W	INV	\$1,256.32	09/04/2025
100002	CITY OF TACOMA	100495884	191	LIGHTS/3625 DREXLER DR W	INV	\$49.47	09/04/2025
100002	CITY OF TACOMA	100156353	192	SIGNAL/4720 BP WAY W	INV	\$36.94	09/03/2025
100002	CITY OF TACOMA	100138171	193	SIGNAL/3998 BP WAY W	INV	\$35.42	09/03/2025
100002	CITY OF TACOMA	100617905	194	LIGHTS/3525 BRIDGEPORT WAY W	INV	\$68.65	09/04/2025
100002	CITY OF TACOMA	100635715	195	POWER/3609 MARKET PL W, #HSE 3	INV	\$830.49	09/04/2025
100002	CITY OF TACOMA	100087691	196	LIGHTS/3697 BRIDGEPORT WAY W	INV	\$83.61	09/04/2025
100002	CITY OF TACOMA	100439837	197	LIGHTS/3501 72ND AVE CT W	INV	\$13.36	09/03/2025
100002	CITY OF TACOMA	100751205	198	WATER/3555 MARKET PL W, HSE	INV	\$238.86	09/04/2025
100002	CITY OF TACOMA	101184889	199	LIGHTS/3610 BP WAY W	INV	\$39.79	09/04/2025
100002	CITY OF TACOMA	101098584	200	LIGHTS/7450 MARKET SQ	INV	\$96.21	09/04/2025
100002	CITY OF TACOMA	101117614	201	POWER/3612 DREXLER DR W	INV	\$597.41	09/04/2025
100002	CITY OF TACOMA	100802489	202	LIGHTS/3904 BP WAY W	INV	\$20.67	09/03/2025
100002	CITY OF TACOMA	100122800	203	SIGNAL/4398 BP WAY W	INV	\$130.52	09/03/2025
100002	CITY OF TACOMA	100105615	204	LIGHTS/3503 BP WAY W	INV	\$57.76	09/03/2025
100002	CITY OF TACOMA	100086155	205	SIGNAL/7801 40TH ST W	INV	\$9.06	09/04/2025
100002	CITY OF TACOMA	100137272	206	POWER & WATER/1901 SEAVIEW AVE W	INV	\$1,964.20	09/03/2025
100002	CITY OF TACOMA	100086165	207	SIGNAL/7813 44TH ST W	INV	\$9.06	09/04/2025
100002	CITY OF TACOMA	100306925	208	POWER/8020 CHAMBERS CK RD W	INV	\$38.15	09/05/2025
100002	CITY OF TACOMA	100306924	209	POWER/8900 CHAMBERS CK RD W	INV	\$38.15	09/05/2025
100002	CITY OF TACOMA	100737857	210	LIGHTS/2101 MILDRED ST W	INV	\$16.98	09/04/2025
100002	CITY OF TACOMA	101259117	211	LIGHTS/8720 CHAMBERS CK RD W	INV	\$43.89	09/04/2025
100002	CITY OF TACOMA	100668504	212	WATER/7401 CHAMBERS LN W	INV	\$676.49	09/05/2025
100002	CITY OF TACOMA	100668505	213	WATER/8102 CHAMBERS CK RD W	INV	\$530.91	09/05/2025
100002	CITY OF TACOMA	100668518	214	WATER/9600 64TH ST W	INV	\$449.26	09/05/2025
100002	CITY OF TACOMA	100668522	215	WATER/8902 CHAMBERS CK RD W	INV	\$217.18	09/05/2025
100002	CITY OF TACOMA	101122277	216	LIGHTS/8308 CHAMBERS CK RD W	INV	\$19.12	09/05/2025
100002	CITY OF TACOMA	100578632	217	WATER/7450 MARKET PL W	INV	\$1,967.57	09/04/2025
100002	CITY OF TACOMA	100951901	218	LIGHTS/7723 CHAMBERS CK RD W	INV	\$73.06	09/05/2025
100002	CITY OF TACOMA	100101800	219	LIGHTS/6318 GRANDVIEW DR W	INV	\$61.20	09/04/2025
100002	CITY OF TACOMA	100986098	220	LIGHTS/7613 CHAMBERS CK RD W	INV	\$11.31	09/04/2025
100002	CITY OF TACOMA	101215023	222	LIGHTS/9020 CHAMBERS CK RD W	INV	\$19.31	09/05/2025
100002	CITY OF TACOMA	101325438	223	LIGHTS/8021 CHAMBERS CK RD W	INV	\$34.02	09/04/2025
100002	CITY OF TACOMA	101325439	224	LIGHTS/7313 CHAMBERS CK RD W	INV	\$63.51	09/04/2025
100610	CODE PUBLISHING	GCI0018120	106	218130 MUNICIPAL CODE/WEB UPDATE	INV	\$3,144.46	08/28/2025
100493	DARELLE FOSTER - HOLDEN	16736	158	218414 PERFORMANCE/MOTS/AUG20	INV	\$800.00	08/19/2025
100708	DAVID A. HUDSON	2701	57	218498 ORCHARD BAND/AUG14	INV	\$600.00	08/13/2025
100365	DAVID R SOBIE	UP08022025	54	218447 SOUND EQUIPMENT/LABOR/MOVIE IN THE PARK	INV	\$2,000.00	08/26/2025
100072	DON SMALL & SONS OIL DIST CO	0282657	123	218149 DELIVERED BULK CLEAR UNLEADED FUEL FOR CITY VEHICL	INV	\$5,171.64	08/21/2025
100702	DUNN, MARK	0001	103	218503 ARTWORK/POLICE DEPT	INV	\$669.31	07/17/2025
100235	GAMETIME	PJI-0253496-A	167	20250010 INCLUSIVE PLAYGROUND EQUIPMENT	INV	\$250,260.00	11/30/2024
100185	GRAINGER	9595890469	92	218517 RESERVED KEY PADLOCKS/PARKS/STREETS	INV	\$1,171.52	09/04/2025
100027	HOLROYD COMPANY, INC.	445499	72	218486 CONCRETE/INCLUSIVE PLAYGROUND/SIDEWALK/RMP	INV	\$1,200.70	08/21/2025
100028	HOME DEPOT U.S.A., INC.	JUL25	184	JUL25/MISC REPAIR & MAINT SUPPLIES	INV	\$731.28	08/27/2025
100007	HONEY BUCKET	0555010778	74	218131 PORTA POTTIES/RENTAL/CIRQUE PARK	INV	\$121.00	08/27/2025

100007	HONEY BUCKET	0555020027	75	218131	PORT A POTTY RENTAL/CURRAN ORCHARD/SUPPLIES	INV	\$411.50	08/30/2025
100115	JAMES R MCCLAIN	5198	94		TOP SOIL	INV	\$172.07	09/01/2025
100677	JOSE CARLOS VALENCIA DEL ANGEL	WE2501	227	218292	RENTAL/30TH BIRTHDAY/GIANT LETTERS/SIGNAGE	INV	\$1,761.60	04/02/2025
100682	KALIMBA LLC	32542	159	218293	HEADLINER BAND/30TH BD	INV	\$6,000.00	08/22/2025
200003	LILLIE, ANGELEE	AUG23	160	218521	30TH BDB/BAND #2	INV	\$1,000.00	09/22/2025
100030	LLOYD ENTERPRISES INC	22048	93	218151	HAUL CONTAMINATED VACTOR/SWEEPER WASTE	INV	\$1,181.25	08/28/2025
100030	LLOYD ENTERPRISES INC	22047	90	218151	HAUL CONTAMINATED VACTOR/SWEEPER WASTE	INV	\$1,487.50	08/27/2025
100250	MERRY MAKERS INC	40044441	52	218281	EVENT ATTRACTION RENTALS/30TH BDAY BASH	INV	\$9,091.13	08/23/2025
100652	MIDWAY UNDERGROUND LLC	4	41	218275	57TH SEWER EXTENSION PROJECT/#4	INV	\$40,798.29	08/31/2025
100367	NARRIANA SILVA	08022025	50	218493	EVENT CHARACTER & EMCÉE/MOVIE IN THE PARK	INV	\$150.00	09/01/2025
100131	NW PLAYGROUND EQUIPMENT, INC.	56236	112	218467	GARBAGE CAN RECEPTABLE/LID/MOUNT	INV	\$2,255.95	08/30/2025
100570	PAPE KENWORTH	2221981	97	20250001	SWEEPER REPAIR	INV	\$940.66	08/30/2025
100009	PIERCE COUNTY BUDGET & FINANCE	CI-373018	170		2NDQTR25/LIQUOR EXCISE TAX	INV	\$2,699.36	09/04/2025
100064	PIERCE COUNTY SEWER	1571443	86		ACCT #1571443/SEWER/7520 CIRQUE DR W	INV	\$58.38	08/30/2025
100064	PIERCE COUNTY SEWER	664685	77		ACCT #664685/SEWER/4951 GRANDVIEW DR W	INV	\$581.84	08/31/2025
100064	PIERCE COUNTY SEWER	1512692	78		ACCT #1512692/SEWER/3555 MARKET PL W	INV	\$27.95	08/31/2025
100064	PIERCE COUNTY SEWER	1576721	34		ACCT #1576721/SEWER/3609 MARKET PL W/RETAIL UNIT B	INV	\$64.46	08/31/2025
100064	PIERCE COUNTY SEWER	1576739	36		ACCT #1576739/SEWER/3609 MARKET PL W/POLICE	INV	\$64.46	08/31/2025
100064	PIERCE COUNTY SEWER	1633279	38		ACCT #1633279/SEWER/1902 SEAVIEW AVE W	INV	\$691.40	08/31/2025
100064	PIERCE COUNTY SEWER	604682	39		ACCT# 604682/SEWER/2917 MORRISON RD W	INV	\$27.95	08/31/2025
100019	PUGET SOUND ENERGY CORP	200014542258	88		GAS/7450 MARKET SQ W	INV	\$58.83	08/29/2025
100019	PUGET SOUND ENERGY CORP	200000971479	156		GAS/4910 BRISTONWOOD DR W	INV	\$61.30	08/27/2025
100081	R. W. SCOTT CONSTRUCTION	1	182	218480	JUL25/36TH ST & GRANDVIEW DR ROUNDABOUT/#1	INV	\$382,976.26	09/06/2025
100147	RAINIER COMMUNICATIONS CENTER	2NDQTR25	118		2NDQTR25/RAINIER CONNECT/PEG FEES	INV	\$607.50	09/05/2025
100147	RAINIER COMMUNICATIONS CENTER	2NDQTR25/COMCAST	119		2NDQTR25/COMCAST/PEG FEES	INV	\$10,913.61	09/05/2025
100672	RICHARD ALEXANDER ZERBE	1363	157	218423	ZANIAC ENTERTAINMENT 30TH BDB	INV	\$1,250.00	09/22/2025
100110	S & S SERVICE INC.	1-168062	176	218545	REPLACEMENT TIRES FOR PW/PARKS TRUCKS#37,42,48	INV	\$2,222.66	08/28/2025
100102	SENSKE SERVICES	16382566	177	218138	LATE SUMMER TREE & SHRUB CARE	INV	\$1,653.70	08/24/2025
100409	SH&H VALUATION AND CONSULTING LLC	16463-25	43	218536	APPRAISAL SERVICES/2903 MORRISON ROAD WEST	INV	\$3,600.00	09/06/2025
100411	SOUND SCREENING SERVICES, INC.	1039836	183		EMPLOYEE SCREENING	INV	\$352.32	09/29/2025
100055	SPECTRUM SIGN COMPANY, INC.	30274	55	218546	ROAD CLOSED/DAY OF THE WEEK SIGNS	INV	\$2,946.94	07/26/2025
100693	SPLASHTIMESFUN, LLC.	40692739	56	218362	SUPER BUBBLE PARTY/30TH BDB	INV	\$655.09	04/26/2025
100434	STERICYCLE INC	8011414265	173	218133	JUL25/DOCUMENT SHREDDING	INV	\$260.14	08/17/2025
100043	UNIVERSITY PLACE REFUSE	1438012	45		AUG25/BILLING PERIOD/REFUSE BILLING/CIRQ PK	INV	\$486.63	08/22/2025
100043	UNIVERSITY PLACE REFUSE SERVICE, INC.	1433658	46		AUG25/BILLING PERIOD/COMPACTOR	INV	\$1,442.43	08/22/2025
100260	US BANK N.A. - CUSTODY	745000006	174		CUSTOMER #745000000/JUL25/MAINT FEES	INV	\$36.00	08/30/2025
100437	VALLEY SIGN LLC	5016	108	218481	CIRQUE PARK INCLUSIVE PLAYGROUND/SIGNAGE	INV	\$1,794.98	08/27/2025
100340	VESTIS UNIFORM & WORKPLACE SUP.	5120720464	181		MAT RENTAL/PW SHOP	INV	\$35.01	08/14/2025
100077	WA STATE DEPT OF ECOLOGY	26-WAR045021-1	168	20250015	WATER QUALITY PROGRAM/2026	INV	\$15,654.50	09/06/2025
100119	WA STATE DEPT OF LICENSING	L0278148589	175		JUL25/LICENSE PLATE QUERIES	INV	\$1.12	08/30/2025
100494	WILLIAM S SHEW	8310	225	20250022	ENTERTAINMENT/30TH BDB	INV	\$800.00	08/22/2025

CHECK RUN - WIRES
CITY OF UNIVERSITY PLACE

Check Run Date: 08/15/2025

Wires: #4, 11645835

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 was 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 was issued.

Wire #	Vendor	Invoice	Description	Invoice Net
4	DEPT OF LABOR & INDUSTRIES	116458341	2NDQTR25/L&I VOLUNTEER HOURS	\$44.88
11645835	WA STATE DEPT OF REVENUE	JUL25-2	JUL25/B&O SALES TAX/SWM FEE	\$421.15

Auditing Officer: 
Steve Sugg (Aug 22, 2025 11:29:34 PDT)

Date: _____

City of University Place - EERP ~WA 532

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999-00-000-000000-NO-1001-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4	08/07/2025	WIRE	100095 WA STATE DEPT OF REVENUE	421.15			
11645835	08/07/2025	WIRE	100140 DEPT OF LABOR & INDUSTRIE	44.88			
51992094	08/07/2025	PRINTED	100413 CINTAS	515.27			
51992095	08/07/2025	PRINTED	100676 GRAY, GAIL	7,410.00			
51992096	08/07/2025	PRINTED	200007 INLINE STEEL FABRICATORS,	32,813.10			
51992097	08/07/2025	PRINTED	100064 PIERCE COUNTY SEWER	108.04			
51992098	08/07/2025	PRINTED	100043 UNIVERSITY PLACE REFUSE	3,421.53			
51992099	08/07/2025	PRINTED	100260 US BANK	1,197.67			
51992100	08/08/2025	PRINTED	100635 A LIVING BALANCE THERAPY,	50.00			
51992101	08/08/2025	PRINTED	100470 HOOVER, THOMAS B	3,633.30			
51992102	08/15/2025	PRINTED	100065 AABERG'S INC	298.63			
51992103	08/15/2025	PRINTED	100252 ACCESS INFORMATION MANAGE	343.54			
51992104	08/15/2025	PRINTED	100672 RICHARD ALEXANDER ZERBE	1,250.00			
51992105	08/15/2025	PRINTED	100327 AMAZON CAPITAL SERVICES	372.55			
51992106	08/15/2025	PRINTED	100705 BERESFORD, PETER	600.00			
51992107	08/15/2025	PRINTED	100494 WILLIAM S SHEW	800.00			
51992108	08/15/2025	PRINTED	100113 BUNCE DBA AMERICAN PARTY	6,632.14			
51992109	08/15/2025	PRINTED	100273 CANON FINANCIAL SERVICES	188.33			
51992110	08/15/2025	PRINTED	100273 CANON FINANCIAL SERVICES	619.36			
51992111	08/15/2025	PRINTED	100264 CANZLER TREE SERVICE, INC	2,642.40			
51992112	08/15/2025	PRINTED	100146 CDW.GOVERNMENT, INC.	93.87			
51992113	08/15/2025	PRINTED	100362 CENTER FOR INTERNET SECUR	1,995.00			
51992114	08/15/2025	PRINTED	100015 CENTURYLINK	639.64			
51992115	08/15/2025	PRINTED	100015 CENTURYLINK	9.06			
51992116	08/15/2025	PRINTED	100002 CITY OF TACOMA	25,002.00			
51992117	08/15/2025	PRINTED	100610 CODE PUBLISHING	3,144.46			
51992118	08/15/2025	PRINTED	100708 DAVID A. HUDSON	600.00			
51992119	08/15/2025	PRINTED	100072 DON SMALL & SONS OIL DIST	5,171.64			
51992120	08/15/2025	PRINTED	100702 DUNN, MARK	669.31			
51992121	08/15/2025	PRINTED	100677 JOSE CARLOS VALENCIA DEL	1,761.60			
51992122	08/15/2025	PRINTED	100493 DARELLE FOSTER - HOLDEN	800.00			
51992123	08/15/2025	PRINTED	100235 GAMETIME	250,260.00			
51992124	08/15/2025	PRINTED	100185 GRAINGER	1,171.52			
51992125	08/15/2025	PRINTED	100027 HOLROYD COMPANY, INC.	1,200.70			
51992126	08/15/2025	PRINTED	100028 HOME DEPOT U.S.A., INC.	731.28			
51992127	08/15/2025	PRINTED	100007 HONEY BUCKET	532.50			
51992128	08/15/2025	PRINTED	100682 KALIMBA LLC	6,000.00			
51992129	08/15/2025	PRINTED	200003 LILLIE, ANGELEE	1,000.00			
51992130	08/15/2025	PRINTED	100030 LLOYD ENTERPRISES INC	2,668.75			
51992131	08/15/2025	PRINTED	100367 NARRIANA SILVA	150.00			
51992132	08/15/2025	PRINTED	100115 JAMES R MCCLAIN	172.07			
51992133	08/15/2025	PRINTED	100250 MERRY MAKERS INC	9,091.13			
51992134	08/15/2025	PRINTED	100652 MIDWAY UNDERGROUND LLC	40,798.29			
51992135	08/15/2025	PRINTED	100131 NW PLAYGROUND EQUIPMENT,I	2,255.95			
51992136	08/15/2025	PRINTED	100570 PAPE KENWORTH	940.66			
51992137	08/15/2025	PRINTED	100009 PIERCE COUNTY BUDGET & FI	2,699.36			
51992138	08/15/2025	PRINTED	100064 PIERCE COUNTY SEWER	1,516.44			
51992139	08/15/2025	PRINTED	100684 BRIAN DAVID GARRISON	2,000.00			
51992140	08/15/2025	PRINTED	100019 PUGET SOUND ENERGY CORP	120.13			
51992141	08/15/2025	PRINTED	100081 R. W. SCOTT CONSTRUCTION	382,976.26			
51992142	08/15/2025	PRINTED	100147 RAINIER COMMUNICATIONS CE	11,521.11			
51992143	08/15/2025	PRINTED	100110 S & S SERVICE INC.	2,222.66			

City of University Place - EERP ~WA 532

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999-00-000-000000-NO-1001-

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
51992144	08/15/2025	PRINTED	100102 SENSKE SERVICES	1,653.70			
51992145	08/15/2025	PRINTED	100409 SH&H VALUATION AND CONSUL	3,600.00			
51992146	08/15/2025	PRINTED	100365 DAVID R SOBIE	2,000.00			
51992147	08/15/2025	PRINTED	100411 SOUND SCREENING SERVICES,	352.32			
51992148	08/15/2025	PRINTED	100055 SPECTRUM SIGN COMPANY, IN	2,946.94			
51992149	08/15/2025	PRINTED	100693 SPLASHTIMESFUN, LLC.	655.09			
51992150	08/15/2025	PRINTED	100434 STERICYCLE INC	260.14			
51992151	08/15/2025	PRINTED	100043 UNIVERSITY PLACE REFUSE	486.63			
51992152	08/15/2025	PRINTED	100043 UNIVERSITY PLACE REFUSE S	1,442.43			
51992153	08/15/2025	PRINTED	100260 US BANK N.A. - CUSTODY	36.00			
51992154	08/15/2025	PRINTED	100437 VALLEY SIGN LLC	1,794.98			
51992155	08/15/2025	PRINTED	100340 VESTIS UNIFORM & WORKPLAC	35.01			
51992156	08/15/2025	PRINTED	100077 WA STATE DEPT OF ECOLOGY	15,654.50			
51992157	08/15/2025	PRINTED	100119 WA STATE DEPT OF LICENSIN	1.12			
66 CHECKS				CASH ACCOUNT TOTAL	854,196.14	.00	

City of University Place - EERP ~WA 532

AP CHECK RECONCILIATION REGISTER

66 CHECKS	FINAL TOTAL	UNCLEARED	CLEARED
		854,196.14	.00

** END OF REPORT **



A Proclamation of the Pierce County Council and Executive Proclaiming August 23, 2025, as “University Place 30th Anniversary Day” in Pierce County, Washington.

Whereas, University Place is nestled along the shores of Puget Sound, where salt, air, and evergreen woods have long been features of this community; and

Whereas, on August 31, 1995, University Place was officially incorporated, and with this bold step, residents had a new voice in the experiment of self-governance, united in purpose, resolved to shape their own destiny; and

Whereas, over the past thirty years, University Place has blossomed into a vibrant and nurturing community, its parks – Curran Apple Orchard, Cirque Park, and others – are sanctuaries where children play, and families gather under branches heavy with apple-scented memory; and

Whereas, its neighborhoods beat with the pulse of warmth and welcome, and its schools echo with inquisitive minds lit by promise, while a thriving local economy is buoyed by businesses that form the bedrock of both prosperity and friendship; and

Whereas, to mark three decades of progress, the City hosts “Cheers to 30 Years”, a jubilant celebration at Cirque Park, the heart of University Place’s communal soul, and

Whereas, since its founding, the City of University Place has celebrated its unique spirit and sense of community through the annual Duck Daze parade and festival, where neighbors, schools, businesses, and organizations come together in a joyful tradition that reflects the humor, pride, and unity of University Place; and

Whereas, the City proudly hosts Pierce County Environmental Services Building and the County Water Treatment Center, and also maybe something about recently celebrating the 10-year anniversary of the U.S. Open (2025); and

Whereas, the City of University Place, in partnership with Pierce County and neighboring jurisdictions, has worked to preserve and enhance the Chambers Creek Regional Park system by developing trails, open spaces, and gathering places that connect communities, protect natural resources, and enrich the quality of life for residents and visitors alike; and

Whereas, as dusk falls, the first-ever Hot Air Balloon Glow Show will ignite the evening, serving as a luminous symbol of the city’s upward journey, resilience, and ever-brightening hope; **Now, Therefore,**

BE IT PROCLAIMED on this 23rd day of August 2025 by the Pierce County Council and Executive that August 23, 2025, is hereby designated “University Place 30th Anniversary Day” in Pierce County, Washington. On behalf of the community members of Pierce County, we are grateful for the history, culture, and community that the people of University Place contribute to the beauty of life in Pierce County.

PIERCE COUNTY EXECUTIVE

Ryan N. Mello, Pierce County Executive

PIERCE COUNTY COUNCIL

Jani Hitchen, Chair, District No. 6

Dave Morell, District No. 1

Paul Herrera, District No. 2

Amy Cruver, District No. 3

Rosie Ayala, District No. 4

Bryan Yambe, District No. 5

Robyn Denson, District No. 7

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

Proposed Council Action:

Authorize the City Manager to execute a Sponsorship Agreement with UP for Art substantially in the form attached hereto.

Agenda No:

6D

Dept. Origin:

City Manager

For Agenda of:

September 2, 2025

Exhibits:

Sponsorship & Facility
Use Agreement

Concurred by Mayor:

Approved by City Manager:

Approved as to Form by City Atty.:

Approved by Finance Director:

Approved by Dept. Head:

Expenditure

Required: \$0.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$0.00

SUMMARY/POLICY ISSUES

Up for Art has expressed a desire to host one or more events free to all people during the 2025 Event Season in the Atrium at the Civic Building. Due to the City's agreement with the Library, only events sponsored by these two organizations may be held in the Atrium.

Up for Art has a long and standing tradition of providing quality arts education and enrichment activities in the City of University Place. The proposed chamber music event would take place on Saturday, September 6, 2025 from 7pm to 8pm and offers a free opportunity for the community to connect while promoting an appreciation for the arts.

An agreement containing the details of the arrangements is attached for Council's approval.

RECOMMENDATION/MOTION

MOVE TO: Authorize the City Manager to execute a Sponsorship Agreement with Up for Art substantially in the form attached hereto.

SPONSORSHIP & FACILITY USE AGREEMENT

*THIS SPONSORSHIP AGREEMENT (the "Agreement") is entered into this **2nd day of September 2025**, by and between **UP for Art** (hereafter "Organizer"), the organizer or producer of the **UP for Arts Education** (hereafter the "Event" or "Special Event"), and the City of University Place ("City"), a Washington municipal corporation (collectively the "Parties").*

RECITALS

This Agreement is entered into based upon the following:

A. WHEREAS, Organizer is the organizer or producer of the Special Event which will take place on **September 6, 2025** in University Place, Washington whose purpose is to **provide free arts education performances**.

B. WHEREAS Up for Arts has a long and standing tradition of providing quality arts education and enrichment activities in the City of University Place.

C. WHEREAS After a COVID pandemic hiatus, UP for Art returns to continue this valuable community tradition.

D. WHEREAS the Organizer promotes and advertises the Special Event for, among other things, the purpose of raising funds to pay for the costs associated with the Special Event.

E. WHEREAS this event is free to all people.

F. WHEREAS, the City desires to be involved with the Special Event as a sponsor and have the Organizer promote the City in connection with and during the Event.

G. WHEREAS, the Organizer and the City intend by this Agreement to fully and completely set forth their conditions, agreement and understanding regarding the City's sponsorship and involvement with the Special Event, and the respective duties, obligations and rights of the parties.

H. NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

AGREEMENT

1. Definitions.

a. *Special Event Permit, Event Permit or Permit* means the permit issued by the City giving the Organizer official permission to promote and conduct the Event within the City of University Place.

b. *City Representative* means the City Manager's Special Events designee, or such other City staff person as designated by the City Manager or the City Manager's Special Events designee.

2. Express Representations of Organizer.

Organizer has received and reviewed a copy of the University Place Civil Library Building Atrium Policies and Procedures, a copy of which is attached to this agreement, and agrees to abide by the same, and in particular those provisions applicable to "Event Organizers." In addition, the Organizer agrees to abide by the following additional conditions:

- Use of the Atrium will not be granted when the primary purpose is for private or commercial gain or for commercial advertising purposes. This provision does not restrict the rental of other City facilities to commercial businesses for meetings, lectures, conferences, banquets and other uses so long as the primary purpose is not for commercial gain.
- The use of the Atrium shall not be granted for political purposes.
- Use of the Atrium will not be granted for any Special Event at which admission is charged or a collection of money taken, unless all such funds are to be used to cover the costs of the meeting and/or for bona fide municipal purposes, in which case, the applicant shall be obligated to provide to the City adequate documentation to establish that charges will cover costs only and/or that charges will be used for bona fide municipal purposes.
- Facilities used shall be limited to those specified on the approved application.

3. Sponsorship Fees.

a. The City agrees to sponsor the Event for the Event date set forth in section 6. *Term* through the provision of in-kind City of University Place services. The in-kind services shall include the use of the Civic Building Atrium. The in-kind services shall not include permit application fees, park rental fees, business license fees, alcohol license fees, Building Department fees or Fire Department inspection/permit fees.

b. Organizer shall pay 100% of the cost of any City services required to support and/or remedy the activities conducted in violation of the permit.

4. Record Inspection and Retention.

The City or its representative shall have the right to inspect and copy the records of Event upon reasonable notice. In addition, if an audit has been performed or is commenced during the term of this Agreement which pertains to the Event, a copy of such audit shall be provided to the City Representative. Organizer is required to provide any audit conducted within two years of the Event which covers the Event. Unless the audit is a public audit, Organizer may direct that the audit contains trade secrets and shall remain confidential to the extent permitted by the law. Organizer agrees to keep its Event related books in accordance with an approved bookkeeping system, to retain its books and records, including all records relating to the Event, for a period of three (3) years following the execution of this Agreement, and to make such books and records available for inspection by City Staff, or other designated representative of the City, at any time from the effective date of this Agreement until expiration of the required retention period. Organizer understands that the Washington Public Records Request Act contained in chapter 42.56 RCW may be applicable.

5. Promotional Consideration.

Organizer shall provide to the City during and in connection with the Event and during the terms of this Agreement, the following considerations, services, and promotion. The City of University Place shall be

considered a Sponsor of the Event. Organizer shall provide to the City during and in connection with the Event during the terms of this Agreement, the following considerations, services and promotion:

- a. Limited use of the Event logo upon written and authorized permission of the Organizer.
- b. City of University Place logo included on Event materials printed and displayed after this Agreement is signed.
- c. City of University Place logo and link to www.cityofup.com on the Event website.

Additionally, the City and Organizer agree to the provisions of section 6 contained here within titled "The City's Logo".

6. Term.

This Agreement shall become effective immediately and shall remain in full force and effect for the **Chamber Music performance of September 6, 2025**. Each event date will be requested using the Atrium Reservation form. Multiple events can be included on one Atrium Reservation. Approved reservations will become attachments to this agreement.

7. The City's Logo.

Within a reasonable time following the execution of this Agreement, but not later than fifteen (15) business days following the execution of this Agreement, the City will provide to Organizer the design for the City's logo to be used by Organizer in its promotional and advertising materials for and in connection with the Event. Promotional and advertising materials using the City's logo shall be subject to the City Representative's prior written approval. Approval shall be provided by the City for a maximum of forty-eight (48) business hours following receipt of drafting advertising by Organizer with a request for approval. The granting of approval to use the City's logo shall be deemed a nonexclusive privilege for license only. Organizer shall have no property interest or other rights in the City's logo and shall use such logo only in connection with advertising or promotion of the Event. Upon termination of this Agreement, Organizer shall have no further right to use the City's logo. Any use of the City's logo in a manner inconsistent with the provisions of this paragraph shall give the City the right to disallow further use of its logo and shall constitute cause for termination of this Agreement.

8. Insurance.

It shall be a condition of the issuance and continued validity of any Special Event Permit granted pursuant to this Agreement that the Organizer first obtain, pay for and maintain a policy of general liability insurance or the equivalent insurance approved as to form by the City's Representative and the City's Risk Manager, which shall insure the City, including its officers and employees, against any liability, or claims of liability, brought or made by or on behalf of any person for personal injury (including death) or property damage caused by or arising out of any negligent act or omission of either the Organizer, or its agents, employees, volunteers or Event participants occurring during the period and as a result of the activities for which such Special Event Permit was issued. The amount of coverage to be provided by such policy shall not be less than \$1,000,000.00 combined single limit. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this Event or location. Organizer may satisfy the requirements imposed by this Section through the presentation of a certificate of insurance, of at least the required amount of coverage, which indicates that the City of University Place is an additional insured. Such certification shall additionally provide that the acquired

insurance will not be modified, changed or terminated without written notice delivered to the City Risk Manager at least 30 days in advance.

9. Indemnity by Organizer.

Subject to the limitations of applicable law, Organizer shall indemnify, protect, defend and hold harmless City and its governing boards, officers, employees, authorized agents, contractors and subcontractors, and their respective successors and assigns from and against any and all liability, costs and expenses (including defense costs, legal fees, and experts' fees), and claims, losses, liabilities, suits, or actions of any kind (collectively "Claims and Expenses") for damages for personal injury (including death) or property damage, arising out of, relating to or as a result of any negligent or intentional acts or omissions of Organizer or its officers, directors, employees, authorized agents, vendors, contractors, subcontractors, or volunteers, except to the extent such Claims and Expenses are proximately caused by the negligence or willful misconduct of the City or its officers or employees.

10. Relationship of Parties.

The Parties acknowledge and agree that this Agreement does not constitute or create a franchise, partnership, joint venture, or other business relationship between Organizer and the City. The City is independent of Organizer and the City is not, and shall not, represent itself to be an agent or representative of Organizer. Further, Organizer is not, and shall not represent itself to be an agent of the City. Neither party to this Agreement shall have any authority, express or implied, to act as an agent on behalf of the other party, or to bind the other party to any obligation. Notwithstanding anything in this Agreement to the contrary, Organizer is solely and exclusively responsible for the control, direction, production and promotion of the Event, and the manner and method thereof. This section shall not prevent the City from exercising its police and regulatory powers and other public duties. This Agreement does not relieve Organizer from the requirement to obtain and comply with a Special Event Permit and other applicable laws.

11. Termination for Cause.

This Agreement may be terminated by either party if the other party materially breaches this Agreement and fails to cure such breach within 10 days of the date of receipt of notice of the breach from the non-breaching party. Any notice of the breach must set forth the nature of the breach. If the breach is not cured within said 10-day period, then this Agreement may be terminated only upon notice of the non-breaching party to the other. Alternatively, a non-breaching party may seek enforcement of this Agreement by an action at law or any other means provided at law or in equity. Failure to maintain required insurance shall be grounds for immediate termination.

12. Effect of Termination.

Upon termination of this Agreement, neither party shall have any further right, title or interest in or under this Agreement; except that the provisions set forth above in the Sections titled "Indemnity by Organizer" shall survive the termination of this Agreement. If there is a termination of this Agreement based upon the breach of either party of a term or provision of this Agreement, the Sections titled and "Indemnity by EVENT" shall survive the termination. This section shall not be construed to relieve Organizer of the duty to pay for City Services actually provided.

13. Notices.

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given by registered or certified mail, return receipt requested, postage prepaid thereon as follows:

City of University Place

Attn: Marian Holloway
3609 Market Place W., Suite 200
University Place, WA 98466
MHolloway@cityofup.com
Phone: (253) 677-0799

UP for Art

Attn: Debbie Klosowski
Email: debbieklosowski10@gmail.com
Phone: (253) 302-6413
Attn: Derek Zhao
Email: HappyDuo@gmail.com
Phone: (206) 234-3517

14. Assignment.

Neither party shall assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.

15. Successors.

Notwithstanding the anti-assignment provisions of this Agreement, in the event any successor, transferee, or assignee of either party should acquire any interest in this Agreement or the Special Event Permit, then, in such event, the terms and conditions of this Agreement or the Special Event Permit shall be fully binding upon such third party and inure to such third party's benefit.

16. No Conflict.

Each party represents and warrants to the other that the party has the right and authority to enter into this Agreement, and that this Agreement presents no conflict with any obligation of the party with any third party.

17. Entire Agreement.

This Agreement sets forth the entire understanding and agreement of the parties regarding and/or relating to the Event and the subjects covered by this Agreement, and the Agreement supersedes all prior representations, negotiations and agreements.

18. Compliance with Laws.

Each party agrees that it will comply with all laws, rules, permit conditions, and regulations effecting this Agreement or the performance thereof.

19. Force Majeure.

Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that such delay or failure is caused by an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitations, acts of God, fire, floods, storms, explosions, riots, natural disasters, sabotage or labor problems which may materially impact the Event or its economic viability. A party claiming a force majeure shall give the other party notice thereof as soon as practicable. Should the event of force majeure continue

beyond 30 days, or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement.

20. Amendments.

This Agreement may only be amended in writing signed by both parties.

21. Headings.

The section headings used in this Agreement are for convenience only and are not intended to broaden or limit this Agreement or the interpretation thereof.

22. Governing Laws.

This Agreement shall not be construed for or against a party by virtue of which party drafted the Agreement. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any suit relating to this Agreement shall be in a court of competent jurisdiction located in Pierce County, Washington.

23. Waiver.

The failure of either party to enforce any provision of this Agreement shall not be construed or considered a waiver or release of such provision and such provision shall remain in full force and effect.

24. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Agreement or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement or any part thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sponsorship Agreement between the Organizer, and the City of University Place as of the date first written above.

CITY OF UNIVERSITY PLACE

UP for Art

By: _____
Stephen P. Sugg
City Manager

By: _____
Debbie Klosowski
Artistic Director

Approved as to form:

By: _____
Matthew S. Kaser
City Attorney

Attachment A - Insurance

Attachment B - Atrium Reservation
Attachment C - Special Event Permit Application
Attachment D - Atrium Policy and Procedures

Attachment A Insurance

Certificate of Insurance Contractors must provide a **certificate of insurance naming the City as additionally insured** and containing the following details displayed in the *Description of Operations* section on the certificate. Use exact wording shown below. Multiple events can be noted on one certificate.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
1. Name of Additionally Insured: <u>City of University Place, a Washington Municipal Corporation, and its officials, officers, employees, contractors, and agents.</u>	
2. Event Name: (Your event name here)	
3. Event Date: (Your event date here)	
4. Event Location: (Your event location here)	
CERTIFICATE HOLDER City of University Place 3609 Market Place W STE 200 University Place WA 98466	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Minimum Amounts of Insurance Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, unless larger attractions are included in the event rentals. Where bounce houses or other inflatable or large rentals are included the Commercial General Liability insurance shall be written with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and is determined on and event by event basis and at the City's discretion.

Commercial General Liability Insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity **using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.**

POLICY NUMBER:	COMMERCIAL GENERAL LIABILITY CG 20 12 05 09
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS	
This endorsement modifies insurance provided under the following:	
COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE	
State Or Governmental Agency Or Subdivision Or Political Subdivision: 	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	
Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions: 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.	2. This insurance does not apply to: a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



3005 112th Street East
Tacoma, WA 98446
PH: 253.536.6500 FAX: 253.537.1809

Attachment B

University Place Civic and Library Building Atrium Reservation Application

University Place
WASHINGTON



3609 Market Place W, Ste 200
University Place, WA 98466
PH: 253.566.5656 FAX: 253.460.2541

RECEIVED
AUG 05 2025

DEVELOPMENT SERVICES
CITY OF UNIVERSITY PLACE

This application will only be processed and the facility will only be reserved after this form has been completed and approved by representatives of the City of University Place and Pierce County Library System representatives, when applicable, and when all required fees are paid in full.

Application Information

Name of Organization UP for Arts / City of UP sponsorship.
Contact Person Derek Zhao
Title VP of UP for Arts
Mailing Address City Zip Happy Duo Cafe 3609 Market PL W #101 U.P. WA 98466
Phone Derek 206-234-3517
Home Work Fax Cell
Email happyduo@gnail.com

Event Information

Title of event, if applicable UP for Arts Chamber Music Festival
Briefly describe proposed use Free chamber music for community in library / civic atrium after hours from 7pm - 8pm
Describe proposed set-up/use of space (i.e., tables, chairs, sound system, etc.) piano in front of fireplace chairs in rows, aisles on both sides + through center library chairs being used

☒ Yes or ☐ No - Will food be served? water & snacks donated by Happy Duo Cafe
☒ Yes, I agree to use recommended floor plan. ☒ Yes, I agree to return tables and chairs to its original location (see diagram).

Date/Time of the event. Note set-up and take-down time as well.

First option Saturdays: 9/6 & 11/8 & 2/28 & 4/25, all from 7pm to 8pm
Second option set up 5pm
Third option _____

Describe attendees

Invited guests ☒ Yes ☐ No

Open to public ☒ Yes ☐ No

Charge to attendees ☐ Yes ☒ No

Other _____

Number of people expected to attend 60

Acknowledgement

I have read the University Place Civic and Library Building Atrium Use Rules and agree to comply. I understand that I am responsible for any negligence incurred while using the atrium during this assigned time period.

Signature [Signature] Date 8/4/2025

You may submit this completed application by mail to the City of University Place, 3715 Bridgeport Way West, University Place, WA 98466, by fax at 253.566.5658, or by email at City_Hall@CityofUP.com. The City of University Place and the Pierce County Library System will review your application. Upon approval, the City will notify you and confirm your reservation.

FOR OFFICIAL USE ONLY

Approved: City of U.P. _____ Date _____ Pierce County Library _____ Date _____
Checklist: ☐ Facilities _____ ☐ Engineering _____ ☐ Janitorial _____ ☐ Lock-up Services _____
Fee: \$ _____ ☐ Cash ☐ Check # _____ Receipt # _____

Attachment C
Special Event Permit Application

**SPECIAL EVENTS PERMIT –
MINOR *Application***
(1 to 299 participants)

University Place
WASHINGTON



3609 Market Pl W, Suite 200
University Place, WA 98466
PH: (253) 566-5656

Please fill out all of the required information **COMPLETELY**. Attach all site plans showing locations of all signs, fire hydrants, structures, and parking areas. Attach any route maps for parades or races, including indications for all streets or portions of streets to be closed. Submit proof of liability insurance, and additional insured endorsement. The non-refundable application fee is due at the time of application. Fees for City support services (if necessary) will be paid after departmental review and determination of costs, before the permit is issued. Application is due at least 30 days prior to the event.

PLEASE PRINT OR TYPE

Name of Applicant	Address	Phone Number
-------------------------	---------------	--------------------

Name of Organization	Address	Phone Number
----------------------------	---------------	--------------------

Name of On-Site Contact	Address	Phone Number
-------------------------------	---------------	--------------------

Please check the event type:

- | | |
|---|--------------------------------------|
| ☐ Athletic Event | ☐ Park Event |
| ☐ Car Show | ☐ Parade |
| ☐ Festival | ☐ Other _____ |

Description of Event (in detail): _____

Is this an event involving political or religious activity intended primarily for the communication or expression of ideas? ☐ YES ☐ NO

Will participants pay a fee or make a donation? ☐ YES ☐ NO
If yes, Admission Tax may be due pursuant to UPMC 4.60.

EVENT LOCATION (address or cross streets): _____

DATE(s) of EVENT (INCLUSIVE)	Number of Participants including Spectators
------------------------------------	---

FOR OFFICE USE ONLY	☐ MAJOR EVENT	☐ MINOR EVENT
	☐ PRE-APPLICATION MEETING REQUIRED	☐ FEE EXEMPT

APPROXIMATE TIMES (indicate AM/PM) for:

Day 1	Assembly	Event Start	Event Close	Disassembly
Day 2	Assembly	Event Start	Event Close	Disassembly
Day 3	Assembly	Event Start	Event Close	Disassembly

*Attach description of additional days if necessary

NAME OF STREET(S) TO BE CLOSED OR ALTERED AND THE TYPE OF CLOSURE REQUESTED (e.g. half-street or full-street, temporary with flag person for 3-5 minutes or with signs and barricades)

Street	Type of Closure

DESCRIPTION OF MARCHING UNITS, VEHICLES, AND BANDS (include size and number and attach a diagram of any parade, race, or other travel route)

SPECIAL CONSIDERATIONS - Please check all that apply to this event (Additional permits, insurance and/or licenses may be required). WILL THERE BE:

☐ AMPLIFIED SOUND (describe)

☐ ALCOHOL (additional insurance and WSLCB permit required) (describe)

☐ ANIMALS (describe)

☐ ATHLETIC EVENT (Participant Liability Insurance required) (describe)

- ☐ DRONES (Aviation liability insurance required) (describe)

- ☐ CATERERS or ☐ FOOD TRUCKS (Food vendors required to have liability insurance , including products completed operations coverage) (describe number and diagram locations)

- ☐ COOKING FACILITIES OR OPEN FLAME (describe number and size and diagram locations)
* Fire Code requires that open flame and grease-laden cooking be conducted at least 12' from a tent or canopy cover. Separation requirements for cooking trailers may apply.
* Food vendors must have proof of insurance and required Health Department permits.

- ☐ TENTS, CANOPIES, AND AWNINGS (describe number and size and diagram locations)
* Fire Permits/inspections may be required for tents > 200 sf, canopies > 400 sf, and combinations of canopies without a 12' separation.

- ☐ INFLATABLES OR AMUSEMENT RIDES (additional insurance required) (describe number and size and diagram locations)
* Must be licensed through Labor and Industries (L&I) and marked with the appropriate L&I inspection decal.
* Vendor supplying the ride must be an L&I certified amusement ride operator (L&I website has a list of approved vendors at [Amusement Rides Operators \(wa.gov\)](https://www.lni.wa.gov/amusement-rides)).
* The ride operator must be an employee of the vendor supplying the ride.

- ☐ SMOKING (If smoking is allowed, noncombustible ash containers are required. Diagram locations)

- ☐ FLOATS (describe number and size. Auto liability insurance required for all vehicle entries.)
* Floats must be constructed of flame-retardant materials.

- ☐ ELECTRICAL POWER REQUIREMENTS (describe source & voltage and diagram power cord path)

- ☐ COMPRESSED GAS CYLINDERS (describe number and size and diagram locations)

- ☐ DUMPSTERS WITH CAPACITY > 1.5 CUBIC FT. (describe number and size and diagram locations)

- ☐ PORTABLE RESTROOMS (describe number and size and diagram locations)

* Some restrooms must meet ADA requirements.

- ☐ TEMPORARY PARKING (describe capacity and diagram locations)

* Parking in the public right-of-way may require a street-closure permit.

- ☐ ENTRANCE/EXIT (diagram ingress/egress for event and parking facilities)

- ☐ STAGES, BOOTHS, TRAILERS, MOTORHOMES, OR OTHER TEMPORARY STRUCTURES (describe number and size and diagram location)

* Building permits may be required for temporary structures.

- ☐ TEMPORARY SIGNAGE (describe number and size and diagram location)

* Five event signs < 30 sf. ea. & six off-premises directional signs < 4 sf. ea. permitted. A temporary sign permit may be required.

☐ VENDOR SALES (number of vendors conducting sales)

*UPMC 15.05 – Parks Code – may require separate sales permits for sales activities in City parks.

READ CAREFULLY AND SIGN

The City of University Place does not maintain insurance that will respond to claims against the Applicant/Organization in connection with the permitted event by the Applicant/Organization, its members, or those attending the event. Applicant/Organization is required to obtain occurrence-based liability insurance in accordance with City of University Place policy, name the City of University Place as an additional insured on the policy using an endorsement at least as broad as ISO additional insured endorsement form CG 20 26, and shall provide proof of such insurance two-weeks prior to the date of the event. After reviewing this application, the City of University Place will determine the types and amounts of insurance required. Certificates of insurance and amendatory endorsements shall be submitted to the City for approval 14 working days prior to the event. Acceptability of insurance is subject to approval by the City's Risk Manager.

Applicant/Organization agrees to maintain access for emergency vehicles. Applicant/Organization agrees to pay for all required services by City or City-contracted personnel necessary for security and safety for the duration of the event, as specified on the special events permit. Payment for estimated charges will be made prior to issuance of the Special Event Permit. If cancellation is necessary and written notice to the City is given within 48 hours, fees for City support services will be refunded.

Applicant/Organization shall defend, indemnify and hold harmless the City of University Place, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Organization, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City of University Place.

Applicant is at least 18 years old and is authorized by Organization to agree to the terms of this Special Event Permit Application on Applicant's own, and Organization's behalf.

Signature of Applicant

Date

Print Name

Special Events Permitting Indemnification/Hold Harmless Agreement



3609 Market Place W., Suite 200
University Place, WA 98466-4488
PH: (253) 566-5656 FAX: (253) 460-2541

WHEREAS, _____ ("Applicant") has applied for a Special Event Permit under City Ordinance codified at UPMC Chapter 5.10; NOW, THEREFORE, Applicant shall defend, indemnify and hold harmless the City of University Place, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Permittee/User, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Permittee/User, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Dated this _____ day of _____, _____.

Signature: _____

Print name: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

I certify that I know of have satisfactory evidence that _____ (name of signer) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

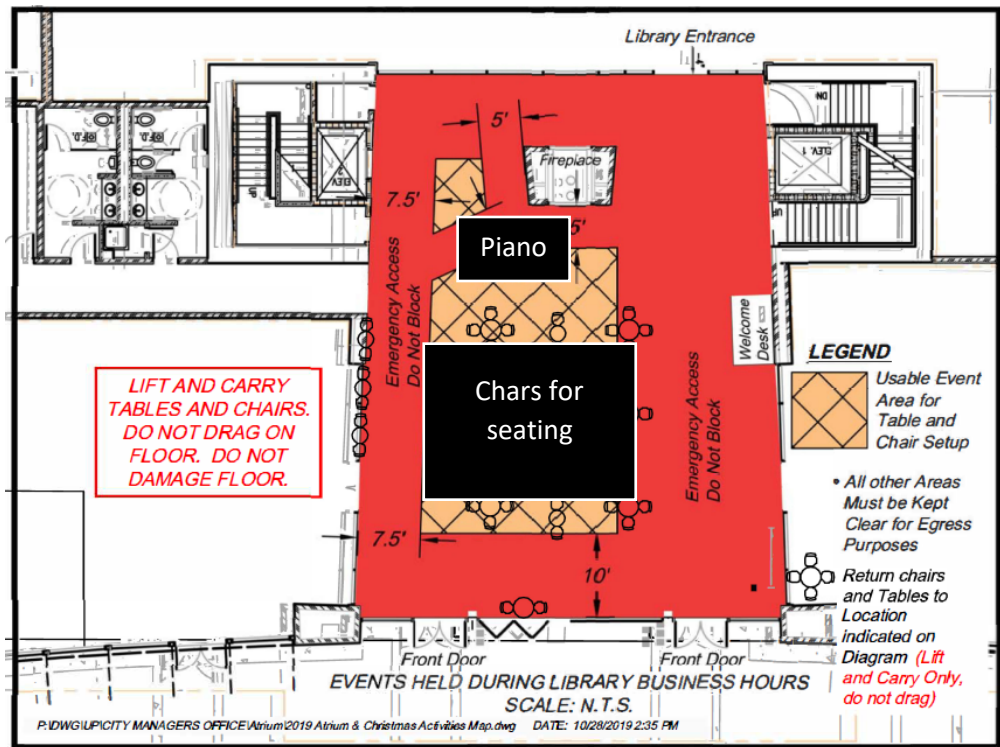
Signature: _____

Print Name: _____

NOTARY PUBLIC in and for the State of Washington,

Residing in _____

Commission expires: _____



-60 occupants with tables and chairs set-up. 120 maximum for standing room only.

Attachment D

Atrium Policies and Procedures Atrium Layout During and After Hours



3005 112th Street East
Tacoma, WA 98446
PH: 253.536.6500 FAX: 253.537.1809

University Place Civic and Library Building Atrium Policies and Procedures



3609 Market Place West, Suite 200
University Place, WA 98466
PH: 253.566.5656 FAX: 253.460.2541

Facility Usage Policy:

The Library/Civic Building Atrium is available only for City of University Place (City) and Pierce County Rural Library District (Library) special events and for bulletin boards, information racks and information booths or kiosks that are approved by the City and the Library. "Library or City special event" shall mean any Library or City sponsored special event; currently, it does not include organizations affiliated with the City or the Library

Event Rules:

- Proposed Atrium special events will be scheduled by coordination between the City and Library representatives according to facility availability throughout the year.
- All events will be scheduled for times other than regular City and Library hours of operation, unless the City and Library representatives agree otherwise.
- Event set-up will not be permitted during City and Library regular hours of operation, unless the City and Library representatives agree otherwise.
- Event organizers must meet with the Library and City representatives to discuss the event plan including provisions for emergency exiting by attendees, layout/equipment to be brought in for the event, and the proposed activities. The Library and City representatives must approve the set-up and have the right in their sole discretion to deny events, or event plans not appropriate for the Atrium.
- Event set up rules include, but are not limited to:
 - No objects of any kind may be attached to the walls by any means.
 - No objects may obstruct exiting by attendees.
- In circumstances where an event is allowed to occur during City and Library regular hours of operation, no objects or event activities will be allowed to obstruct ingress and egress by Library or City patrons.
- Tables/chairs brought in for events must have rubber/plastic padding that prevent damage to Atrium floor. Event organizers must receive approval from the Library and City representatives for rental equipment to be brought into the Atrium.

Additional Requirements and Fees:

- A refundable damage/cleaning deposit of \$250 for use of the Atrium by City and Library partners is due one week prior to the event.
- A certificate of insurance is required and must be received by the City of University Place one week prior to the event or your reservation will be cancelled. The certificate must be in the applicant's name, provide insurance coverage of at least \$1,000,000 for bodily injury/property damage, name the City of University Place as an additional insured, include the event name, date and address. An Additional Insured Endorsement is required to accompany the certificate of insurance. A certificate of insurance can be obtained from your insurance agent or through the City's provider at <https://app.gatherguard.com/?v=0465-507>.
- The Library and City representatives have the right to impose additional requirements and levy charges as deemed appropriate within their sole discretion to particular events, including but not limited to the following:

- Security/Safety/Inspection costs: (including any required police or fire department personnel). Should an event require outside (City, County, State) safety or security approvals/inspections, the Library and City representatives may assess those charges upon the event organizer(s).
- Maintenance and set-up cost, in the event as determined within the sole discretion of the Library and City representatives that City and/or Library staff need to participate in set-up or in the event itself.

Cleaning

- Clean-up and removal of refuse from the event is the responsibility of the event organizer.
- The event organizer is required to provide trash receptacles and cleaning supplies including trash bags and paper towels for cleaning of the premises. All refuse must be removed by the event organizer from the building immediately after the event.
- If the City and Library representative determine in their sole discretion that, due to use during an event, additional cleaning and maintenance is necessary to return premises to its prior condition, special maintenance services will be arranged by the City and Library representatives and billed to the event organizer.

Equipment for Events

- Any equipment required for the event must be provided by the event organizer. Delivery and pick-up of all equipment and other rentals must be coordinated by the event organizer with the City and Library representatives.
- All event supplies, equipment, and rentals must be removed by the event organizer from the facility immediately following the event.
- The City and Library will not be responsible for any equipment, materials or property of any kind left on the premises by the event organizer or its vendors or agents, if any.
- The event organizer must provide its own personnel, dollies or carts for loading, unloading or carrying equipment to the area being used.
- All applicable building capacity requirements including fire codes and regulations regarding exits and entrances must be adhered to.

Catering

- Catering is permitted for events, but must be approved by the City and Library representatives.
- The caterer(s) or individual(s) responsible for food/beverages for the event organizer are required to meet with the City and Library representatives at least two weeks prior to the event to discuss logistics of preparation and serving of food/beverages within the facility.
- Adequate protective covering, as determined within the sole discretion of the City and Library representatives, must be provided by the event organizer for all the surfaces on which food and drink is served and consumed.
- Cooking inside the Atrium is not allowed. The building has no kitchen, cooking, or refrigeration facilities for public use. The event organizer/caterer must supply all necessary catering equipment and supplies. Candles or open flames are not permitted in the building.
- No catering equipment, supplies, or rentals may be left on the premises after the conclusion of the event. The City and Library will not be responsible for any lost or stolen catering supplies. These are the sole responsibility of the caterer or the event organizer.
- The event organizer will be fully responsible for ensuring that caterers clean up thoroughly. This includes depositing all trash in trash bags and removing them to containers outside the building and off the premises. If the City and Library representatives determine in their sole discretion the clean-up and rubbish removal of the caterer to be inadequate, the event organizer will be billed for any cleaning required.

Beverage/Alcohol Policy

- Any beverages for events, including coffee and condiments, will be provided by the event organizer. The event organizer is also responsible to provide any coffee makers, paper products, utensils, and coolers necessary for the event.

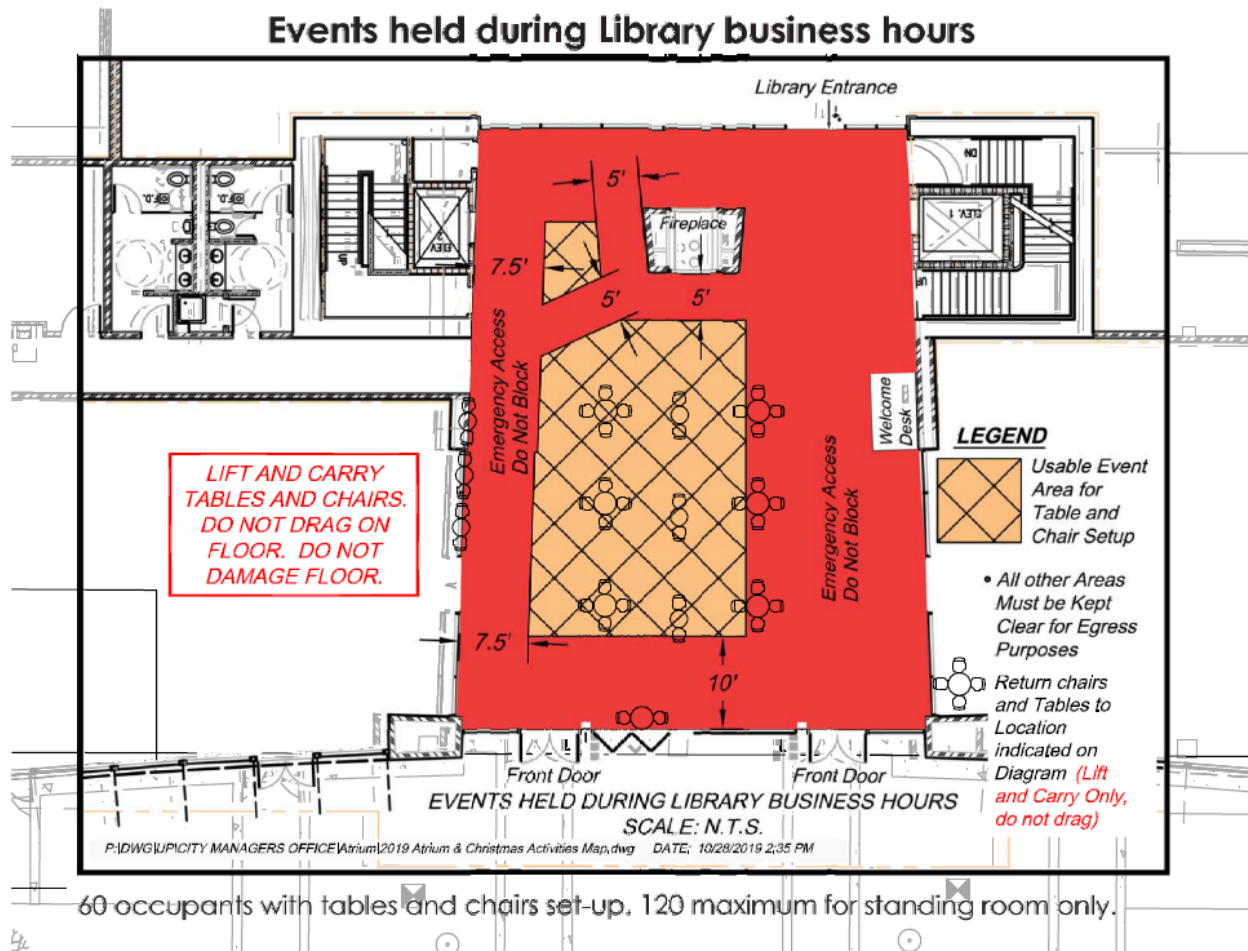
- Alcoholic beverages will be allowed only with the prior written approval of the City and Library representatives, and upon documented compliance with any other applicable laws and licensing requirements for the service of alcohol.

Utilities and Special Equipment

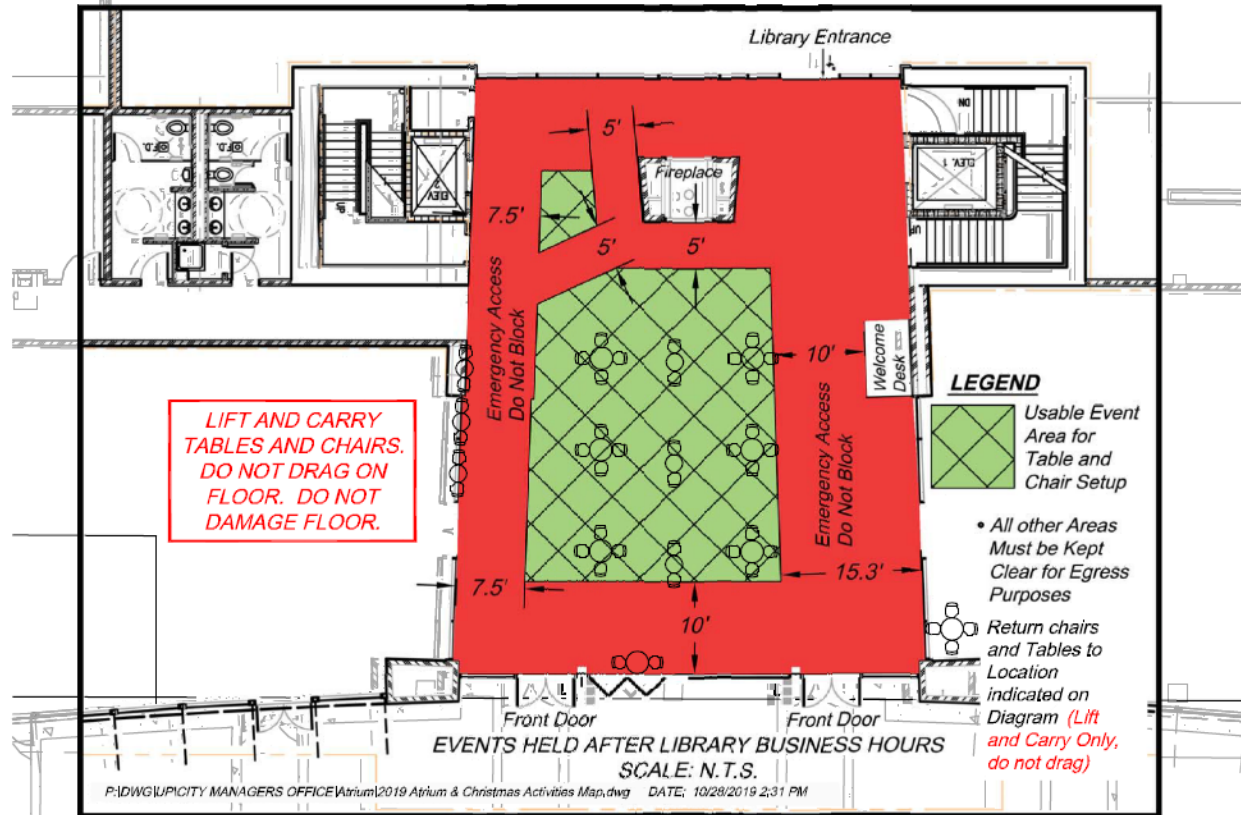
- The event organizer must accept the Atrium's existing environmental conditions for lighting, heating, cooling, and humidity ranges, all of which are determined in the City and Library's sole discretion.
- Any electrical equipment such as microphones, speakers, amplifiers, projectors, video and computer equipment, extension cords, generators, etc., must be provided by the event organizer or the organizer's vendor and must be approved by the City and Library representative.

Cancellation Policy

- The City and Library representatives have the right in their sole discretion to cancel special events due to unforeseen circumstances. Additionally, the Licensee's failure to comply with any of these rules or any other applicable laws or regulations may result in cancellation of the Licensee's event in the City and Library representative's sole discretion.



Events held after Library business hours



75 occupants with tables and chairs set-up. 150 maximum for standing room only.

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

Proposed Council Action:

Authorize the City Manager to execute Amendment No. 2 to the Lease Agreement with Sanuk MM, LLC.

Agenda No:

6E

Dept. Origin:

Public Works

For Agenda of:

September 2, 2025

Exhibits:

Amendment 2

Concurred by Mayor:

Approved by City Manager:

Approved as to form by City Atty.:

Approved by Finance Director:

Approved by Department Head:

Expenditure
Required: \$17,008.50

Amount
Budgeted: \$0.00

Appropriation
Required: \$17,008.50

SUMMARY/POLICY ISSUES

In 2024, the City entered into a Lease Agreement with Sanuk MM, LLC to establish a commercial restaurant in Suite 102 of the Civic Building. City staff have determined that it is in the City's best interest to design and pay for the exterior signage for the space. This will result in signage meeting a standard compatible with the desired appearance of the outside of the building, improve visibility and enhance site recognition. To best coordinate and reduce conflict with construction efforts of the tenant, it is desired to have the tenant install the signage and have the City reimburse them for the cost.

ALTERNATIVES CONSIDERED

The City evaluated several design options for this sign and selected the proposed design as the most desirable for the intended purpose.

RECOMMENDATION/MOTION

MOVE TO: Authorize the City Manager to execute Amendment No. 2 to the Lease Agreement with Sanuk MM, LLC.

**ADDENDUM 2 TO
SANUK MM, LL LEASE**

The following terms are made part of and incorporated by this reference into the Lease Agreement ("Agreement") dated May 1, 2024 between City of University Place, ("Landlord"), and Sanuk MM, LLC, a WA Limited Liability Company ("Tenant") concerning the leased commercial premises commonly known as Suite 102 ("Premises"), which Premises are part of the real property located at 3609 Market Place W, ("Property").

LANDLORD AND TENANT AGREE AS FOLLOWS: Regarding EXHIBIT C, 2. Improvements to be Completed by Tenant – Other:

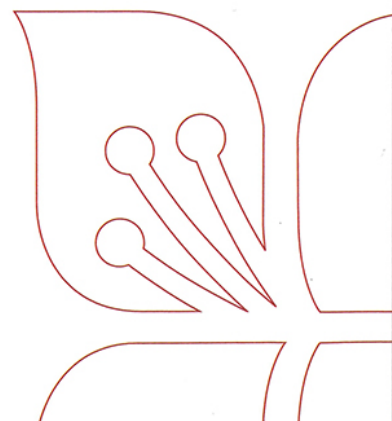
Tenant shall install lighted overhead signage and lighted under canopy blade sign at Landlord's expense not to exceed \$15,448.23 plus tax. City shall retain the sign upon lease termination or end of occupancy.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

INITIALS

Landlord/Lessor _____ Date _____ Tenant/Lessee _____ Date _____

Landlord/Lessor _____ Date _____ Tenant/Lessee _____ Date _____



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

Proposed Council Action:

Authorize the City Manager to execute the Participation Agreement and Allocation Agreement for participation by the City of University Place in the opioid settlement with Purdue Pharma, Sackler, and eight generic opioid manufacturers reached by the Washington Attorney General.

Agenda No:

6F

Dept. Origin:

City Attorney

For Agenda of:

September 2, 2025

Exhibits:

Participation Form
Allocation Agreement

Concurred by Mayor:

Approved by City Manager

Approved as to Form by City Atty.:

Approved by Finance Director

Approved by Dept. Head

Expenditure

Required: \$0.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$0.00

SUMMARY/POLICY ISSUES

In September 2022, Council adopted Resolution No. 987, approving the City's participation in various opioid settlements reached by the Washington Attorney General, and authorizing the City Manager to execute all documents necessary to achieve the intent of the Resolution.

The City Council has previously authorized prior settlements with entities with whom the Attorney General has entered settlements. A portion of these funds have been set aside for local governments. Before the Council now are additional settlements.

Washington has entered into the Purdue Pharma and Sackler Family settlement, valued at **\$105.6 million payable over 15 years**. Separately, Washington reached settlement agreements with **eight generic opioid manufacturers** totaling up to **\$16.7 million**, with payment schedules ranging from one to ten years. Including these pending settlements, eligible Washington local governments will receive \$578 million from the opioid settlements. Information provided by the Attorney General's Office reflects that, if accepted, this would bring University Place's share of these settlements to approximately \$204K. The Attorney General's opioid litigation continues, and additional settlements are possible.

RECOMMENDATION/MOTION

MOVE TO: Authorize the City Manager to execute the Participation Agreement and Allocation Agreement for participation by the City of University Place in the opioid settlement with Purdue Pharma, Sackler, and eight generic opioid manufacturers reached by the Washington Attorney General.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form **("Combined Participation Form")**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - h. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - i. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS,
AND CERTAIN OPIOID MANUFACTURERS**

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the “Allocation Agreement IV”) governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Purdue Plan”) , including and amendments thereto and all “Plan Documents” as defined therein, if the “Effective Date” as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties’ Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the “Purdue Bankruptcy and Sackler Direct Claims Settlement”).
- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Alvogen Settlement”).
- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Amneal Settlement”).
- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Apotex Settlement”).
- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Hikma Settlement”).
- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Indivior Settlement”).
- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Mylan Settlement”).
- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Sun Settlement”).

- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Zydus Settlement”)

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as “the Settlements”. The Settlements can be accessed at <https://nationalopioidsettlement.com/> and the Purdue Plan can be accessed at <https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&Attribute=Plan%20%26%20Disclosure%20Statement>. The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:
 - A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.
 - B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the “Effective Date” as defined in the Purdue Plan has occurred.
 - C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.
3. *Requirements to become a Participating Local Government.* To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement IV.
 - B. The Local Government must do the following:
 - i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the

Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

- ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
- D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
 - A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, “Washington Distributions”) that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington’s State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State’s Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

- B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.
- D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.
7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.
12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

- A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.
- B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.
- C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlements.
- D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.
- E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IV of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”
- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from a Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

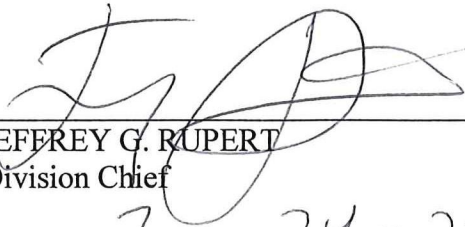
the MOU shall be the percentage set forth in that contingency fee agreement.

- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 - 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
 - 15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.
 - 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 7-24-2025

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

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

Proposed Council Action:

Authorize the City Manager to approve a final billing amount of \$56,145.00 to be paid from the Parks CIP budget.

Agenda No:

6G

Dept. Origin:

Public Works

For Agenda of:

September 2, 2025

Exhibits:

Concurred by Mayor:

Approved by City Manager:

Approved as to form by City Atty.:

Approved by Finance Director:

Approved by Department Head:

Expenditure

Required: \$56,145.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$56,145.00

SUMMARY/POLICY ISSUES

City of University Place has an Interlocal Agreement with the City of Lakewood and Pierce County for the planning, design and construction of the Chamber Creek Canyon Trail. Staff from the cities and County have jointly worked on this interlocal agreement to cooperate with the final engineering, permitting and construction of the bridges and boardwalk funded in part by two grants awarded by the Washington State Recreation and Conservation Office (RCO). The development of the Chambers Creek Canyon Trail is an adopted City Council goal described in the 2014 Parks, Recreation and Open Space (PROS) Plan and the City's Comprehensive Plan.

The RCO funds were granted in the amount of \$500,00.00 and Ceccanti was hired to construct the project. Funds over the grant amount were paid through the Park Impact Fund. However, an additional \$56,145.00 for the final billing of the project is proposed to be paid from the Parks CIP budget.

RECOMMENDATION/MOTION

MOVE TO: Authorize the City Manager to approve a final billing amount of \$56,145.00 to be paid from the Parks CIP budget.

PUBLIC HEARING & COUNCIL CONSIDERATION

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

Proposed Council Action:

Adopt a Resolution amending the Six-Year Transportation Improvement Plan for years 2026 to 2031.

Agenda No:

7

Dept. Origin:

Engineering

For Agenda of:

September 2, 2025

Exhibits:

6-Year TIP 2026-2031
Resolution

Concurred by Mayor:

Approved by City Manager

Approved as to Form by City Atty.:

Approved by Finance Director

Approved by Dept. Head

Expenditure

Required: \$0.00

Amount

Budgeted: \$0.00

Appropriation

Required: \$0.00

SUMMARY/POLICY ISSUES

The City of University Place is required by state law to adopt and annually update a Six-Year Transportation Improvement Plan (TIP). This TIP covers the years of 2026 – 2031.

The primary changes to the TIP include the following:

- The Day Island Spit Road project has been added (Project 4)
- Four projects have been removed: 35th Street Phase 1, 35th Street Phase 2, 67th Ave Phase 2, and Grandview Intersection (36th St Roundabout).
- Funding statuses have been updated to reflect recent grant awards:
 - Project 6 – Chambers Creek Road Roundabout
 - Project 12 – 67th Ave Phase 3
 - Project 14 – 40th St Phase 3
- Project schedules and costs have been updated

Approval of the Six-Year Transportation Plan does not commit the City to any financial expenditures. Rather, each project will be reviewed individually by the City Council in each relevant budget cycle as a component of the Capital Improvement Plan. Approval of the Six-Year Transportation Plan, however, does create eligibility for the City to apply for various grant opportunities. Many grant funding sources require a project in question to appear in the City's TIP. In addition, the TIP provides an indication to other jurisdictions of the City's planning direction for transportation needs.

ALTERNATIVES CONSIDERED

The Six-Year Transportation Plan has been prepared using the information obtained from Council discussions, public input, and staff experience and expertise.

RECOMMENDATION/MOTION

MOVE TO: Adopt a Resolution amending the Six-Year Transportation Improvement Plan for years 2026 to 2031.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AMENDING
THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, AND DIRECTING
THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION
AND THE PUGET SOUND REGIONAL COUNCIL**

WHEREAS, RCW 35.77.010 requires the City to adopt a comprehensive transportation program;
and,

WHEREAS, a Six-Year Transportation Improvement Program (TIP) is an important consideration
in the City's long-range planning; and,

WHEREAS, a TIP will be a tool to help the City plan the directions it will consider in the future; and

WHEREAS, street and arterial needs are important considerations to the City; and

WHEREAS, following a Public Hearing on March 4, 1996, the proposed Six-Year Transportation
Improvement Program was adopted; and

WHEREAS, the Six-Year Transportation Plan was amended on November 17, 1997 August 17,
1998, and July 7, 1999; and August 21, 2000, August 6, 2001, September 16, 2002, August 4, 2003,
November 1, 2004, September 6, 2005, November 6, 2006, March 17, 2008, November 10, 2008 and
October 5, 2009; October 18, 2010; October 24, 2011; April 30, 2012; October 15, 2012; September 16,
2013; April 14, 2014; September 8, 2015; August 1, 2016; August 7, 2017; August 21, 2018; July 1, 2019;
May 18, 2020; July 19, 2021; June 21, 2022; August 7, 2023; and June 17, 2024

WHEREAS, a public hearing was held on the Amended Six-Year Transportation Improvement Plan
on Monday, September 2, 2025;

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

Section 1. Program Adopted. The revised Six-Year Transportation Improvement Program for the
City of University Place, a copy of which is attached hereto as Exhibit A, which program sets forth project
locations, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. The City Clerk is hereby authorized and directed to file a copy of this
Resolution, together with the Exhibit attached hereto, with the Secretary of Transportation and the Puget
Sound Regional Council.

Section 3. Effective Date. This Resolution shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 2, 2025.

Javier H. Figueroa, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

County: **Pierce County**

2026-2031

Adoption Date:

Resolution Number: _____

Utilities Legend:G-Gas, C -Cable TV, P-Power, S-Sewer, T-Telephone, W-Water, O-Other

(Project Costs in 2026 Dollars X 1000)

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)					
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031
16	P	1 - Mildred St /Regents Intersection Improvements														
		City of University Place			G C P S T W	PE / 27		P	250	100	350	PE	0	250	0	0
		Int. of 67th Ave and Regents Blvd.	12	0.341		RW / 28		P	150	50	200	RW	0	0	200	0
						CN / 31		P	825	200	1,025	CN	0	0	0	1025
		Construct intersection improvements.										Total	0	250	200	1,025
PROJECT TOTAL								0		1,225	350	1,575				
16	P	2 - 27th St W - Undergrounding														
		City of University Place	06	0.625	G C P S T W	PE / 30			0	100	100	PE	0	0	0	100
		Grandview Drive to Bridgeport Way				RW / N/A			0	0	0	RW	0	0	0	0
						CN /31			0	1,300	1,300	CN	0	0	0	1,300
		Underground utilities										Total	0	0	0	1,400
PROJECT TOTAL								0		0	1,400	1,400				
16	P	3 - Cirque/67th Intersection														
		City of University Place	12	n/a	G C P S T W	PE / 28			0	200	200	PE	0	0	200	0
		Cirque Drive and 67th Avenue Intersection				RW / 29			0	200	200	RW	0	0	0	200
						CN / 30			0	550	550	CN	0	0	0	550
		Construct intersection improvements										Total	0	0	200	750
PROJECT TOTAL								0		0	950	950				
16	P	4 -Day Island Spit Road														
		City of University Place	06	0.200	G C P S T W	PE /27	P	240	0	60	300	PE	0	300	0	0
						RW /N/A		0	0	0	0	RW	150	0	0	0
						CN /29	P	1,500	0	300	1,800	CN	1,500	0	0	1,800
		Reconstruct roadway										Total	1,650	300	0	1,800
PROJECT TOTAL								1,740		0	360	2,100				
16	P	5 - Chambers Creek Rd Phase 2														
		City of University Place	06	1.420	G C P S T W	PE / 29	P	250	0	34	284	PE	0	0	0	284
		64th Street to 81st Ave W (Charles Wright)				RW / 29	P	400	0	54	454	RW	0	0	0	454
						CN / 31	P	1,850	0	250	2,100	CN	0	0	0	2,100
		Construct curb, gutter, sidewalk and bike lane both sides, with intersection improvements and crossings										Total	0	0	0	2,838
PROJECT TOTAL								2,500		0	338	2,838				

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)						
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031	
14	P	6 - Chambers Creek Road Roundabout															
		City of University Place	06	0.100	G C P S T W	PE / 26	F	255			45	300	PE	300	0	0	0
		Intersection of Chambers Creek Road and 64th St W				RW /26	F	0		0	170	170	RW	170	0	0	0
						CN / 27	F-P*	1,600		0	300	1,900	CN	0	1,900	0	0
		Construct Roundabout at the Intersection of Chambers Creek Road and 64th St W and provide pedestrian and bicycle connections and crosswalk improvements. * \$500K obtained from Federal Appropriation, \$800K from FHWA													Total	470	1,900
PROJECT TOTAL							1,855		0	515	2,370						
14	P	7 - Chambers Creek Trail Connection															
		City of University Place	06	1.000	G C P S T W	PE / 26	P	150			24	174	PE	174	0	0	0
		Chambers Creek Crossing				RW /NA	P	0		0	0	0	RW	0	0	0	0
						CN / 27	P	1,730		0	270	2,000	CN	0	1,000	1,000	0
		Construct Bridge across Chambers Creek connecting to the Canyon Trail system on each side of the creek *Project is part of a multi-jurisdictional trail improvement project. The portion of this connection between Leach Creek and Philips Road is in the City of Lakewood.													Total	174	1,000
PROJECT TOTAL							1,880		0	294	2,174						
14	P	8 - Arbordale Safe Route to School															
		City of University Place	06	0.250	G C P S T W	PE / 29	P	150			50	200	PE	0	0	0	200
		Beckonridge to Olympic				RW /NA		0		0	0	0	RW	0	0	0	0
						CN / 30	P	650		0	50	700	CN	0	0	0	700
		Construction of sidewalk, curb gutter and lighting on the N side of street and Bike lanes on both sides of street													Total	0	0
PROJECT TOTAL							800		0	100	900						
17	P	9 - 44th Street W Phase 1b															
		City of University Place	06	0.511	G C P S T W	PE / 28	P	250			34	284	PE	0	0	284	0
		Bridgeport Way to 67th Avenue				RW / 28	P	250			34	284	RW	0	0	284	0
						CN / 30	P	1,500			203	1,703	CN	0	0	0	1,500
		Construct curbs, gutters, sidewalks, bike lanes, street lighting and landscaping south side of the street													Total	0	0
PROJECT TOTAL							2,000		0	270	2,270						
17	P	10 - Alameda North Phase 2															
		City of University Place	01	1.023	G C P S T W	PE / 28	P	250			34	284	PE	0	0	284	0
		Cirque Drive W. to 44th St. W.				RW /29	P	150			20	170	RW	0	0	0	170
						CN /30	P	1,800			243	2,043	CN	0	0	0	2,043
		Construct curbs, gutters, sidewalks, bike lane, street lights west side.													Total	0	0
PROJECT TOTAL							2,200		0	297	2,497						
16	F/P	11 - 67th Avenue - Phase 1															
		City of University Place	06	1.000	G C P S T W	PE / 19	F*	259			41	300	PE	0	0	0	0
		Regents Blvd. to 40th St				RW / 21	F*	440			69	509	RW	0	0	0	0
						CN / 26	F*	3,028			472	3,500	CN	3,500	0	0	0
		Construct concrete curb, gutter and sidewalk on both sides. *Some phase funding expended in prior years **Local funds are available/secured													Total	3,500	0
PROJECT TOTAL							3,727		0	582	4,309						

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)														
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031										
16	P	12 - 67th Avenue - Phase 3	06	1.000	G C P S T W	PE / 26	F**	255			45	300	PE	300	0	0	0									
		Cirque Dr to 40th St				RW / NA																				
						CN / 27												F**	2,040			360	2,400			
		Construct concrete curb, gutter and sidewalk on both sides.																								
		**Local funds are available/secured																								
PROJECT TOTAL								2,295		0	405	2,700														
17	P	13 - 40th Street Phase 3	06	0.800	G C P S T W	PE / 26	F**	150			23	173	PE	173	0	0	0									
		7200 Block to 67th Avenue				RW / NA																				
						CN / 27												F**	650			100	750			
		Construct curb, gutter, sidewalk and bike lane on the north side																								
		**Local funds are available/secured																								
PROJECT TOTAL								800		0	123	923														
17	P	14 - Grandview Drive - Phase 5b	06	0.500	G C P S T W	PE / 29	P	200			27	227	PE	0	0	0	227									
		City of University Place				RW / 30												P	350			47	397			
		27th Street to 19th Street				CN / 31												P	1,800			243	2,043			
		Construct curb, gutter, sidewalk and bike lane on the east side																								
PROJECT TOTAL								2,350		0	317	2,667														
14	P	15 - 40th/Bridgeport Intersection	12	n/a	G C P S T W	PE / 28					0	250	250	PE	0	0	250	0								
		City of University Place				RW / 28																				
		40th Street and Bridgeport Intersection				CN / 29																				
		Construct intersection improvements																								
PROJECT TOTAL								0		0	990	990														
17	P	16 - Sunset Drive	06	2.008	G C P S T W	PE / 29	P	140			25	165	PE	0	0	0	165									
		City of University Place				RW / 30												P	56			9	65			
		Cirque Drive to 19th Street				CN / 31												P	3,025			475	3,500			
		Construct concrete curb, gutter, bike lane and sidewalk on one side.																								
PROJECT TOTAL								3,221		0	509	3,730														
17	P	17 - Elwood Drive Phase 2	06	0.133	G C P S T W	PE / 27	P	150			40	190	PE	0	190	0	0									
		City of University Place				RW /NA												P			0	0				
		29th Street to 27th Street				CN / 28												P	750			100	850			
		Construct concrete curb, gutter, bike lanes and sidewalks on the west side of the street.																								
PROJECT TOTAL								900		0	140	1,040														

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)											
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031						
17	P	18 - Beckonridge Drive Phase 2	06	0.530	G C P S T W	PE /30	P	250			34	284	PE	0	0	0	284					
		RW / NA				P							0	0	RW	0	0	0	0			
		CN / 31				P							1,200	162	1,362	CN	0	0	0	1,362		
		Construct concrete curb, gutter, sidewalk, and bike lane on the east side of the street.											Total	0	0	0	1,646					
		PROJECT TOTAL											1,450	0	196	1,646						
17	P	19 - Lemmons Beach/31st Street/Parkway Phase 1	06	1.000	G C P S T W	PE / 29	P	250			38	288	PE	0	0	0	250					
		RW / NA				P							1,800	270	2,070	RW	0	0	0	0		
		CN / 30														CN	0	0	0	1,800		
		Construct concrete curb, gutter, sidewalk, bike land and street lighting on S/E side of the street.											Total	0	0	0	2,050					
		PROJECT TOTAL											2,050	0	308	2,358						
17	P	20 - Lemmons Beach/31st Street/Parkway Phase 2	06	1.000	G C P S T W	PE / 30	P	250			40	290	PE	0	0	0	290					
		RW / NA				P							1,800	300	2,100	RW	0	0	0	0		
		CN / 31														CN	0	0	0	2,100		
		Construct concrete curb, gutter, sidewalk, bike land and street lighting on N/W side of the street.											Total	0	0	0	2,390					
		PROJECT TOTAL											2,050	0	340	2,390						
17	P	21 - 44th Street Phase 2b	06	0.549	G C P S T W	PE / 28	P	87			13	100	PE	0	0	100	0					
		RW / NA				P							0	0	0	0						
		CN / 30				P							750	95	845	CN	0	0	0	845		
		Construct curb, gutter, sidewalk, bike lane, and street lights on north side of street.											Total	0	0	100	845					
		PROJECT TOTAL											837	0	108	945						
17	P	22 - 44th Street Phase 2c	06	0.549	G C P S T W	PE / 29	P	150			25	175	PE	0	0	0	175					
		RW / NA				P								0	0	0	0					
		CN / 30				P							750	95	845	CN	0	0	0	845		
		Construct curb, gutter, sidewalk, bike lane, street lights, and landscaping on south side of the street.											Total	0	0	0	1,020					
		PROJECT TOTAL											900	0	120	1,020						
17	P	23 - 27th Street	06	0.625	G C P S T W	PE / 29	P	200			65	265	PE	0	0	0	265					
		RW / 30				P							150	50	200	RW	0	0	0	20		
		CN /31				P							1,200	200	1,400	CN	0	0	0	1,400		
		Construction of curb, gutter, sidewalk, bicycle lane one side and enclosed storm drainage system.											Total	0	0	0	1,685					
		PROJECT TOTAL											1,550	0	315	1,865						

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)															
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031										
17	P	24 - Chambers Creek Road "C"	06	0.511	G C P S T W	PE / 27	F	130			20	150	PE	0	150	0	0									
		City of University Place				RW / 29												P	250	85	335	RW	0	0	0	335
		Chambers Lane to Bridgeport Way				CN / 30												P	2,100	300	2,400	CN	0	0	0	2,400
		Construct curb, gutter, sidewalk sand bike lanes both sides side.																				Total	0	150	0	2,735
		PROJECT TOTAL																2,480	0	405	2,885					
17	P	25 - 54th Street Phase 2	06	0.379	G C P S T W	PE / 29	P	56			9	65	PE	0	0	0	65									
		City of University Place				RW / 29												P	120	65	185	RW	0	0	0	185
		79th Avenue to Bridgeport Way				CN / 30												P	450	100	550	CN	0	0	0	550
		Construct concrete curb, gutter and sidewalks on the south side of the street.																				Total	0	0	0	800
		PROJECT TOTAL																626	0	174	800					
17	P	26 - Elwood Drive Phase 1b	06	0.625	G C P S T W	PE / 28	P	87			13	100	PE	0	0	100	0									
		City of University Place				RW / 29												P	78	12	90	RW	0	0		90
		Cirque Drive to 40th Street				CN / 30												P	779	121	900	CN	0	0	0	900
		Construct curb, gutter, sidewalk, bike lane, and street lights on west side of street.																				Total	0	0	100	990
		PROJECT TOTAL																944	0	146	1,090					
14/16 17/19	P	27- Street Overlay Program	07		G C P S T W	varies	P	87			13	100	PE	25	25	25	25									
		City of University Place				RW / NA													0	0	0	0				
		Various Locations				varies												P	3,460	540	4,000	CN	500	500	500	2,500
		*Overlay program to be completed on various City streets.																				Total	525	525	525	2,525
		PROJECT TOTAL																3,547	0	553	4,100					
16	F	28 - UP School Crosswalk Improvments	07	0.300	G C P S T W	PE / 24*	F	100			50	150	PE	0	0	0	0									
		City of University Place				RW / NA													0			0				
		UP primary to Narrowsview (27th, Grandview, Olympic and 40th)				CN / 25*												F	700	70	770	CN	250		0	0
		Crosswalk and lighting improvements																				Total	250	0	0	0
		*Some phase funding expended in prior years																				PROJECT TOTAL				800
16	P	29 - Chambers Creek Bridge Replacement	07	0.100	G C P S T W	PE / 29	P	750			120	870	PE	0	0	0	870									
		City of University Place				RW / NA												P	0	0	0	0				
		Chambers Creek Road at Creek Crossing				CN / 31												P	8,500	1,346	9,846	CN	0	0	0	9,846
		Bridge replacement in partnership with Pierce Co.																				Total	0	0	0	10,716
		PROJECT TOTAL																9,250	0	1,466	10,716	0				

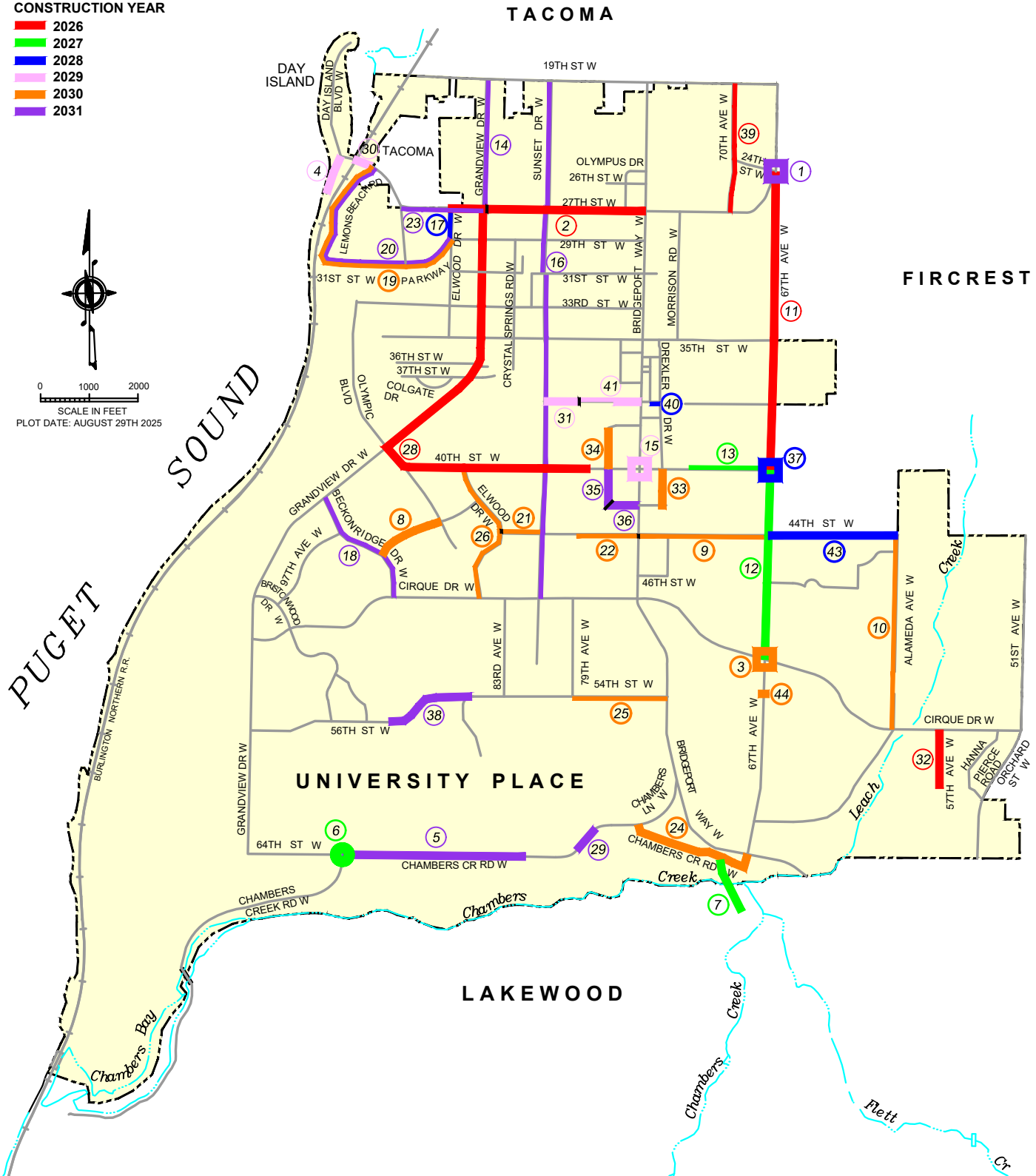
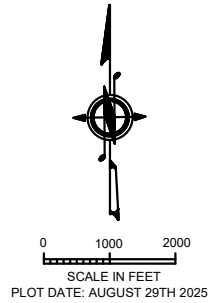
Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data					Expenditure Schedule (Local Agency Use)					
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031	
19	F/P	30 - Day Island Bridge Retrofit/Replacement															
		City of University Place	01	0.114	G C P S T W	PE / 26	F	0		750	250	1,000	PE	1,000	0	0	0
		Day Island Bridge				RW / NA					0	0	RW	0	0	0	0
						CN / 29	P	18,000			2,000	20,000	CN	0	0	0	20,000
		Retrofit/Replace Structurally Deficiencies in the Bridge											Total	1,000	0	0	20,000
PROJECT TOTAL								18,000		750	2,250	21,000					
19	P	31 - 37th Street Pedestrian Connection															
		City of University Place	01	0.114	G C P S T W	PE / 28	P	120			25	145	PE	0	0	145	0
		Sunset Drive to 7900 Block				RW / NA					0	0	RW	0	0	0	0
						CN / 29	P	750			120	870	CN	0	0	0	870
		Construct Pedestrian connection to Sunset Drive											Total	0	0	145	870
PROJECT TOTAL								870		0	145	1,015					
19	P	32 - 57th Avenue Connection															
		City of University Place	01	0.152	G C P S T W	PE / 23			F		100	100	PE	0	0	0	0
		Cirque Drive to 5800 Block				RW / 24					65	65	RW	0	0	0	0
						CN / 25				F	800	800	CN	500	0	0	0
		Construct roadway to complete connection *Some phase funding expended in prior years											Total	0	0	0	0
PROJECT TOTAL								0		0	965	965					
19	P	33 - Drexler Drive South															
		City of University Place	01	0.150	G C P S T W	PE / 28					250	250	PE	0	0	250	0
		40th Street to 42nd Street				RW / 29					200	200	RW	0	0	0	100
						CN / 30					1,200	1,200	CN	0	0	0	1,200
		Construct roadway for town center grid											Total	0	0	250	1,300
PROJECT TOTAL								0		0	1,650	1,650					
19	P	34 - Larson Lane South Phase 2															
		City of University Place	01	0.250	G C P S T W	PE / 28					150	150	PE	0	0	150	0
		38th Street to 40th Street				RW / 29					1,475	1,475	RW	0	0	0	1,475
						CN / 30					1,300	1,300	CN	0	0	0	1,300
		Construct roadway for town center grid											Total	0	0	0	2,775
PROJECT TOTAL								0		0	2,925	2,925					
19	P	35 - Larson Lane South Phase 3															
		City of University Place	01	0.250	G C P S T W	PE / 29					250	250	PE	0	0	0	250
		40th Street to 42nd Street				RW / 30					1,100	1,100	RW	0	0	0	1,100
						CN / 31					2,000	2,000	CN	0	0	0	2,000
		Construct roadway for town center grid											Total	0	0	0	3,350
PROJECT TOTAL								0		0	3,350	3,350					

Functional Class.	Fund Status	Project Identification	Improvement Type	Length (miles)	Utility Codes	Start Date	Phase Data				Expenditure Schedule (Local Agency Use)						
							Federal Fund Code	FF Cost by Phase	State Fund Code	State Funds	Local Funds	Total	2026	2027	2028	2029-2031	
19	P	36 - 42nd Street Phase 2 City of University Place Bridgeport Way to Larson Lane Construct roadway for town center grid	01	0.110	G C P S T W	PE / 29 RW / 30 CN / 31					150 450 1,200	150 450 1,200	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	150 450 1,200 1,800
PROJECT TOTAL								0		0	1,800	1,800					
16	P	37 - 40th Street/67th Avenue Intersection City of University Place 40th Street and 67th Avenue Intersection Construct intersection improvements	12	n/a	G C P S T W	PE / 27 RW / 27 CN / 28			0 0 0	60 100 340	60 100 340	PE RW CN Total	0 0 0 0	60 100 0 160	0 0 340 340	0 0 0 0	
PROJECT TOTAL								0		0	500	500					
17	P	38 - 56th Street Phase 2 City of University Place 89th Ave to 8500 block of 54th Street Connect 56th Street to 54th Street. Construct roadway and pedestrian improvements	01	0.250	G C P S T W	PE / 29 RW / 30 CN / 31	P P P	173 692 1,645	0 0 0	27 108 255	200 800 1,900	PE RW CN Total	0 0 0 0	0 0 0 0	0 0 0 0	200 800 1,900 2,900	
PROJECT TOTAL								2,510		0	390	2,900					
17	P	39 - 70th Avenue Phase 2 City of University Place 27th Street to 19th Street Sidewalk, curb, gutter, landscaping, bike lane, and streetlights on the east side between 27th and 19th	01	0.246	G C P S T W	PE / 25 RW / NA CN / 26	F F	128 750	0 0 0	22 0 120	150 0 870	PE RW CN Total	150 0 870	0 0 0 0	0 0 0 0	0 0 0 0	
PROJECT TOTAL								878		0	142	1,020					
19	P	40 - 37th Street Phase 1 City of University Place Market Place to Drexler Drive (South Side) Construct sidewalk and street lighting along the south side of the street.	01	0.057	G C P S T W	PE / 27 RW / N/A CN / 28					100 0 550	100 0 550	PE RW CN Total	0 0 0 0	100 0 0 100	0 0 550 550	0 0 0 0
PROJECT TOTAL								0		0	650	650					
19	P	41 - 37th Street Phase 2 City of University Place 7900 Block to Bridgeport Way Construct sidewalk and street lighting along both sides of the street Bridgeport to Larson and along the north side of the street Larson to current end of street . **Local funds are available/secured	01	0.057	G C P S T W	PE / 28 RW / N/A CN / 29	P P	87 562			13 0 88	100 0 650	PE RW CN Total	0 0 0 0	0 0 0 0	100 0 0 0	0 0 650 650
PROJECT TOTAL								649		0	101	750					

LEGEND

CONSTRUCTION YEAR

- 2026
- 2027
- 2028
- 2029
- 2030
- 2031



CITY OF UNIVERSITY PLACE 6 YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2026-2031

(27) Street overlay program located throughout the arterial network, various years

(42) ADA Transition Plan Improvements located throughout the arterial network

STUDY SESSION/REPORTS

Memo

DATE: September 2, 2025

TO: Mayor Javier Figueroa
Mayor Pro Tem Ed Wood
Councilmembers

FROM: Becky Metcalf, Business Outreach Liaison

SUBJECT: Business Community Profile 2025

The 2025-2026 City Council Economic Development Goal is "Foster economic development by prioritizing the diversification of city revenue and strategic collaboration on projects that enhance the quality of life for our residents and drive sustainable growth for our business districts." Staff developed several strategies designed to make progress toward this goal.

One of those strategies was to "Expand awareness of businesses already existing in the Community." As a means to achieve this objective, a Profile of the University Place Business Community was conducted in the 2nd quarter of this year.

Attached is the resulting report. Staff presentation will cover the main points of this report with a PowerPoint presentation and provide time for questions and answers regarding this information.

CITY OF UNIVERSITY PLACE BUSINESS COMMUNITY PROFILE 2025

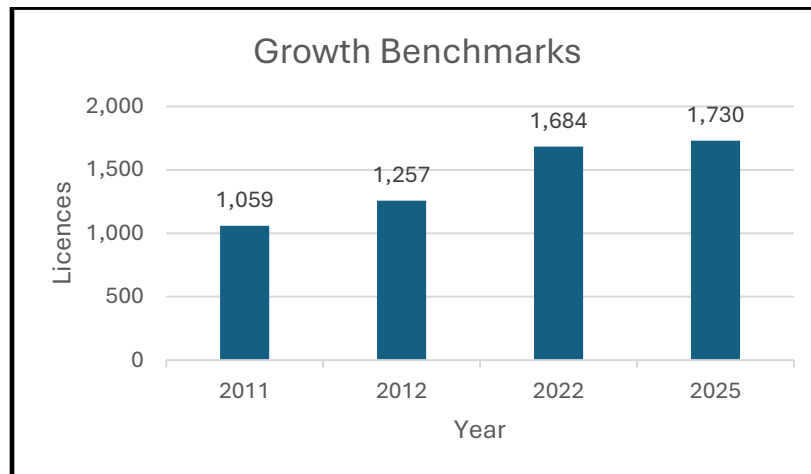
INTRODUCTION

The 1,730 licensed businesses that call University Place home add to the vibrancy and quality of our community. Overall, they provide the goods and services that most residents appreciate finding in their immediate locale.

There is no “perfect” business category distribution that fits all communities across the country; the variables of different geographies and economies as well as demographic profiles result in unique issues that impact each community differently. However, it is helpful to understand the business make-up of our city as we continue to grow and develop. This report provides a snapshot in time, with business license data current as of March 31, 2025¹.

HISTORY

In 2025, the City of University Place celebrates its 30th anniversary of incorporation. This profile, then, reflects a maturing, established city.



Here are some signposts that outline business growth in University Place from its early years.

- First business list with intense outreach, in conjunction with creation of the 2005 business directory; 706 businesses – 20% home-based businesses
- By 2011 the list had grown to 862 businesses, 39% of these were home-based
- Mid-2011 was the start of more accurate and consistent tracking with a total number of active business licenses at 1,059.
- September 2012 was the first time that home-based businesses outnumbered storefronts. Total business licenses were 1,257 with 624 storefronts, and 633 home-based businesses.
- Business license growth in 2020 was unprecedented – 432 new licenses were applied for and active throughout the year. In contrast, 2019 total new business licenses were 293.
- Since mid-2011, the number of active business licenses in University Place has increased by 63.4%.

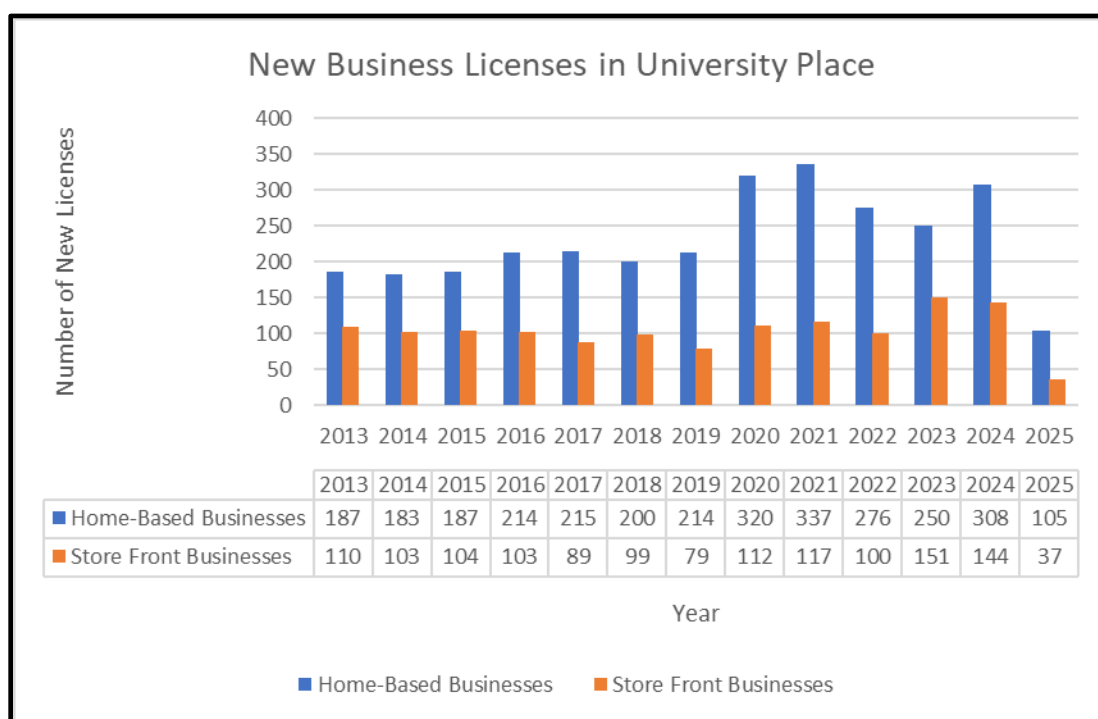
¹ University Place business license data downloaded from Washington State Department of Revenue.

A WORD ABOUT THE NUMBERS

The business numbers we track and report come from Washington State. Each quarter, reports are downloaded from the State Department of Revenue which maintains records of all licensed businesses in Washington. Businesses that are home-based are identified. The remainder are reported as store-front, which is a broad term.

What is important to understand is that a store-front business may not represent one specific shop. For example, hair salons can either be licensed under one license and each separate stylist is an employee, or a salon may have a business license, and each stylist may be an independent business that rents a chair from the salon. Each of the separate businesses would have their own business license so would be counted as a separate business. Additionally, electric vehicle charging stations appear with their own business license.

NEW BUSINESSES



One of the reports downloaded for each quarter provides information on all new business licenses for the time period specified. A new business may be a first-time start-up in the city. However, also included in new licenses are those businesses who have changed the structure of their business. If a business originally licenses as a Sole Proprietorship, for example, and later incorporates as an LLC, this change involves the termination of the original license, and the issuance of a new license representing the business in its current structure. The sale of a business will necessitate a new business license as well. So, the listing of new business licenses can be a blend of both first-time start-ups and businesses that have made changes necessitating a new license.

The chart above shows new business license numbers per year since 2013 and separated by home-based and store front. The 2025 number is Quarter 1 only. The steep uptick in

home-based business license numbers in the years 2020, 2021 and 2022 can be tied to the COVID pandemic. During those years the lockdown policies encouraged individuals to begin home-based businesses.

In the last 12 months there have been several significant new business licenses activated in University Place. Both **Beirut Bites** and **UP Shell** are significant for the fact that they represent a transfer in ownership with an intent to keep the business in its current location. **The Essential Pantry** and **Swank Boutique** are exciting in that they represent new niche or boutique shops that cater to a higher-end clientele.

TERMINATED BUSINESSES

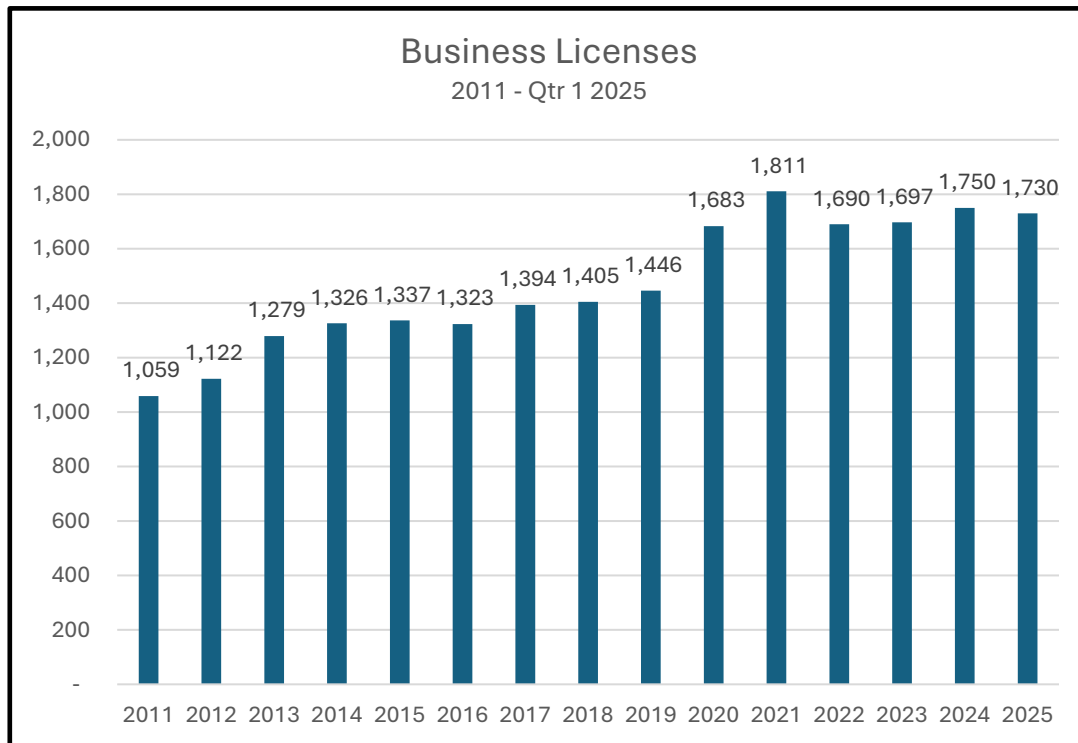
What happens when a business closes? Eventually, the license will be terminated. This may happen as soon as the business closes if the owner notifies the State that the license should be terminated. If this does not happen, the license continues to be active until 180 days after the yearly renewal date has passed. At that point, the license is automatically terminated. For this reason, terminations can lag significantly in reporting.

Although it is important to understand what the numbers do and do not mean, this source is still the most consistent way to track business license numbers. Since 2011, our business license numbers have come from this source, and so provides a reliable way to follow business license activity in University Place. Trends over time provide a good picture of business activity in our community.

2025 BUSINESS COMMUNITY PROFILE

BUSINESS LICENSE NUMBERS

The first counting of businesses in 2005 identified 706 businesses within the city limits. Twenty years later, our total count of active business licenses is 1,730, an increase of over 1,000 businesses in twenty years. The following chart represents business license annual totals since 2011.

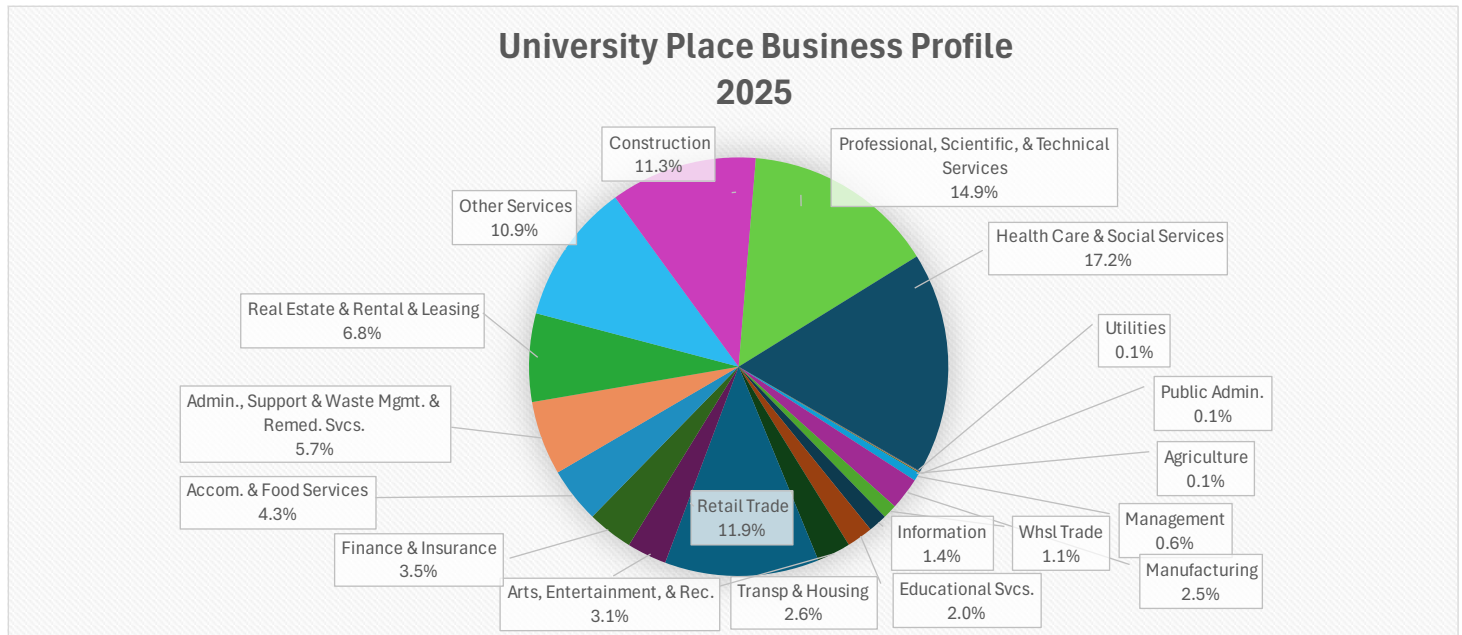


Business growth has shown a steady increase. The years 2020 and 2021 display an unusual spike in numbers. Early March 2020 was the beginning of nationwide responses to the Covid pandemic. The State of Washington initiated a moratorium on the automatic termination of business licenses that had expired during those years. That action, in combination with the non-customary increase in mostly home-based business licenses, resulted in a significant bump in our business license numbers. The termination moratorium was lifted in January 2023.

BUSINESS CATEGORIES

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. A NAICS code is assigned to each business by the State Department of Revenue and is used to provide categorization.

Only one NAICS Code category does not exist in University Place. That is Sector 21 which is “Mining, Quarrying, and Oil and Gas Extraction”. The chart below provides a breakdown of total business licenses by business category.



NAICS CODE	CATEGORY	TOTAL BUSINESS LICENSES	PERCENTAGE
62	Health Care and Social Services	297	17.2%
54	Professional, Scientific, and Technical Services	257	14.9%
44-45	Retail Trade	206	11.9%
23	Construction	196	11.3%
81	Other Services except Public Administration	188	10.9%
53	Real Estate and Rental and Leasing	118	6.8%
56	Administrative and Support and Waste Management and Remediation Services	99	5.7%
72	Accommodation and Food Services	74	4.3%
52	Finance and Insurance	61	3.5%
71	Arts, Entertainment, and Recreation	53	3.1%
48-49	Transportation and Housing	45	2.6%
31-33	Manufacturing	43	2.5%
61	Educational Services	35	2.0%
51	Information	25	1.4%
42	Wholesale Trade	19	1.1%
55	Management of Companies and Enterprises	11	0.6%
22	Utilities	1	0.1%
92	Public Administration	1	0.1%
11	Agriculture, Forestry, Fishing and Hunting	1	0.1%

The top 5 categories of University Place business account for over 60% of licensed businesses. It is interesting to note that in 2012, which is the last time business categories were analyzed, the same five categories represented the majority of businesses in University Place. However, the order was slightly different.

2012	Rank	2025
Health Care and Social Services	1	Health Care and Social Services
Professional, Scientific and Technical Services	2	Professional, Scientific and Technical Services
Other Services	3	Retail Trade ↑
Retail Trade	4	Construction ↑
Construction	5	Other Services ↓

Below is a quick summary of the top five categories represented by University Place businesses.

Health Care and Social Services - 297 (17.2%)

It is true that University has plenty of Dentists, but that number is overshadowed by Mental Health Practitioners, Other Individual and Family Services (which includes counseling, holistic care, visitation services, and general mental health), Offices of Physicians, Assisted Living Facilities for the Elderly, and All Other Miscellaneous Health Practitioners (which includes massage, acupuncture, naturopathic medicine, nutrition counseling and chiropractic care.

Professional, Scientific and Technical Services – 257 (14.9%)

Our business community is heavily weighted by professional, scientific and technical service businesses. The largest sub-category is Administrative Management and Management Consulting Services, followed by Legal Services, then Accounting Services. The fourth and fifth largest groupings in this sector are Photography Studios and Translation and Interpretation Services.

Retail Trade – 206 (11.9%)

NAICS codes are assigned to businesses by the State Department of Revenue. Although the Retailer category is broken down into a variety of sub-categories, some businesses can be difficult to fit into just one category. So we find that the largest sub-category in this code is All Other Miscellaneous Retailers followed by All Other Merchandise Retailers. To the surprise of some may be the third highest counted sub-category among retailers, and that is Clothing and Clothing Accessories Retail. Keep in mind that these numbers include both home-based and store front businesses. Of the 19 businesses in this group, 16 of them are home-based businesses. Cosmetics, Beauty Supplies and Perfume Retailers are the fourth largest sub-category among retailers, and the fifth largest is Jewelry Retailers.

Construction – 196 (11.3%)

New Single-Family Housing Construction and Residential Remodelers comprise the top 2 sub-categories in Construction. Rounding out the top five, in order, are Electrical Contractors and Other Wiring Installation Contractors; Painting and Wall Covering Contractors; and Plumbing, Heating, and Air-Conditioning Contractors.

Other Services except Public Administration – 188 (10.9%)

Beauty Salons is the top sub-category under Other Services. Following that is Other Personal Care Services, defined as establishments primarily engaged in providing personal care services (except hair, nail, facial, nonpermanent makeup, or non-medical diet and weight

reducing services.) Nail Salons is the third largest sub-category, followed by All Other Personal Services (NAICS definition for this sub-category is “establishments primarily engaged in providing personal services [except personal care services, death care services, drycleaning and laundry services, pet care services, photofinishing services, or parking space and/or valet parking services.]” and General Automotive Repair.

A more detailed breakdown of these five categories can be found in Appendix A.

ABOUT RESTAURANTS

A frequent request from residents is that more restaurants locate in University Place. In 2012, there were 57 business licenses that were categorized under Accommodations and Food Services. In 2025, we have 74 licenses in this same category. Of that list, 43 establishments identified as full service or limited-service restaurants. This list can be found in Appendix B. Not included in that total are specialty food shops such as Bliss, Wanna Cupcake, or coffee shops.

These eateries are distributed throughout the city, as follows:

District	Total	Percentage
27th Street Business District	6	14.0%
Northeast Business District	5	11.6%
Town Center Business District	26	60.5%
Outside of Business Districts	6	14.0%
Total	43	

CONCLUSIONS

After 30 years, University Place has developed into a mature city that provides appropriate goods and services for its residents, as well as those in abutting cities.

- Several “destination” establishments draw visitors from the region, including Whole Foods, Trader Joes, Trek Bikes, and Chambers Bay Golf Course.
- Our largest business sector, Medical and Social Services, also acts as a draw for out-of-town guests who, while here for services, may spend additional time and money in our city.
- Business growth has been steady for the last decade. Although actions to address the pandemic impacted business licenses temporarily due to a moratorium on the usual practice of automatic termination of expired business licenses, that practice was reinstated in January 2022.
- University Place has developed a reputation as a great location to do business. The responsiveness of Development Services staff when dealing with incoming businesses as well as the excellent level of public safety and the draw of the top-tier school district all combine to attract business owners to our community.
- University Place benefits from delivered goods and services. During the Covid lockdown, although most brick and mortar businesses saw a significant drop in business, residents in our community were able to access needed goods through home delivery.

Appendix A– Top Five Sectors and Sub-Categories

Health Care and Social Assistance (17.2%)

297

NAICS Code	Total
620000 General Health Care & Social Assistance	2
621111 Offices of Physicians (except Mental Health Specialists)	38
621112 Offices of Physicians, Mental Health Specialists	5
621210 Offices of Dentists	20
621310 Offices of Chiropractors	8
621320 Offices of Optometrists	3
621330 Offices of Mental Health Practitioners (except Physicians)	29
621340 Offices of Physical, Occupational and Speech Therapists, and Audiologists	16
621391 Offices of Podiatrists	1
621399 Offices of All Other Miscellaneous Health Practitioners	54
621420 Outpatient Mental Health and Substance Abuse Centers	2
621610 Home Health Care Services	9
621999 All Other Ambulatory Health Care Services	1
622110 General Medical and Surgical Hospitals	1
623110 Nursing Care Facilities (Skilled Nursing Facilities)	1
623311 Continuing Care Retirement Communities	1
623312 Assisted Living Facilities for the Elderly	44
624110 Child and Youth Services	3
624120 Services for the Elderly and Persons with Disabilities	6
624190 Other Individual and Family Services	36
624210 Community Food Services	1
624221 Temporary Shelters	1
624310 Vocational Rehabilitation Services	3
624400 Child Care Services	12

Professional, Scientific and Technical Services (14.9%) 257

NAICS Code	Total
540000 General	2
541110 Office of Lawyers	22
541199 All Other Legal Services	6
541211 Offices of Certified Public Accountants	6
541213 Tax Preparation Services	6
541219 Other Accounting Services	21
541310 Architectural Services	3
541320 Landscape Architectural Services	2
541330 Engineering Services	10
541350 Building Inspection Services	3
541410 Interior Design Services	8
541430 Graphic Design Services	8
541490 Other Specialized Design Services	4
541511 Custom Computer Programming Services	10
541512 Computer Systems Design Services	5
541513 Computer Facilities Management Services	1
541611 Administrative Management and General Management Consulting Services	49
541612 Human Resources Consulting Services	5
541613 Marketing Consulting Services	12
541618 Other Management Consulting Services	2
541620 Environmental Consulting Services	1
541690 Other Scientific and Technical Consulting Services	2
541715 Research and Development in the Physical, Engineering, and Life Sciences	2
541810 Advertising Agencies	1
541820 Public Relations Agencies	3
541850 Indoor and Outdoor Display Advertising	1
541890 Other Services Related to Advertising	1
541921 Photography Studios, Portrait	18
541922 Commercial Photography	1
541930 Translation and Interpretation Services	17
541940 Veterinary Services	12
541990 All Other Professional, Scientific, and Technical Services	13

Retail Trade (11.9%)

206

NAICS Code	Total
441110 New Car Dealers	2
441210 Recreational Vehicle Dealers	1
441227 Motorcycle, ATV, and All Other Motor Vehicle Dealers	1
441330 Automotive Parts, Accessories, and Tire Retailers	2
441340 Tire Dealers	1
444140 Hardware Retailers	1
444180 Other Building Materials Dealers	3
444240 Nursery, Garden Center, and Farm Supply Retailers	1
445110 Supermarkets and Other Grocery Retailers (except Convenience Retailers)	6
445131 Convenience Retailers	3
445132 Vending Machine Operators	1
445291 Baked Goods Retailers	1
445292 Confectionery and Nut Retailers	2
445298 All Other Specialty Food Retailers	1
445320 Beer, Wine, and Liquor Retailers	3
449110 Furniture Retailers	1
449121 Floor Covering Retailers	1
449122 Window Treatment Retailers	1
449129 All Other Home Furnishings Retailers	2
449210 Electronics and Appliance Retailers	6
450000 General Merchandise Retailers	1
454110 Department Stores	1
455211 Warehouse Clubs and Supercenters	2
455219 All Other Merchandise Retailers	19
456110 Pharmacies and Drug Retailers	4
456120 Cosmetics, Beauty Supplies, and Perfume Retailers	15
456130 Optical Goods Retailers	1
456191 Food (Health) Supplement Retailers	3
456199 All Other Health and Personal Care Retailers	7
457110 Gasoline Stations with Convenience Stores	4
458110 Clothing and Clothing Accessories Retailers	17
458310 Jewelry Retailers	10
459110 Sporting Goods Retailers	4
459120 Hobby, Toy, and Game Retailers	4
459130 Sewing, Needlework, and Piece Goods Retailers	1
459140 Musical Instrument and Supplies Retailers	1
459210 Book Retailers and News Dealers	5
459310 Florists	5
459410 Office Supplies and Stationery Retailers	1
459420 Gift, Novelty, and Souvenir Retailers	6

459510 Used Merchandise Retailers	8
459910 Pet and Pet Supplies Retailers	3
459920 Art Dealers	6
459991 Tobacco, Electronic Cigarette, and Other Smoking Supplies Retailers	4
459999 All Other Miscellaneous Retailers	34

Construction (11.3%)

196

NAICS Code	Total
230000 Construction	5
236115 New Single-Family Housing Construction (except For-Sale Builders)	71
236116 New Multi-family Housing Construction (except For-Sale Builders)	1
236117 New Housing For-Sale Builders	1
236118 Residential Remodelers	32
236220 Commercial and Industrial Building Construction	3
238110 Poured Concrete Foundation and Structure Contractors	3
238120 Structural Steel and Precast Concrete Contractors	2
238130 Framing Contractors	1
238150 Glass and Glazing Contractors	1
238160 Roofing Contractors	7
238170 Siding Contractors	2
238190 Other Foundation, Structure, and Building Excavation Contractors	1
238210 Electrical Contractors and Other Wiring Installation Contractors	16
238220 Plumbing, Heating, and Air-Conditioning Contractors	10
238290 Other Building Equipment Contractors	1
238310 Drywall and Insulation Contractors	1
238320 Painting and Wall Covering Contractors	12
238330 Flooring Contractors	5
238340 Tile and Terrazzo Contractors	3
238350 Finish Carpentry Contractors	8
238390 Other Building Finishing Contractors	2
238910 Site Preparation Contractors	1
238990 All Other Specialty Trade Contractors	7

Other Services (except Public Administration (10.9%) 188

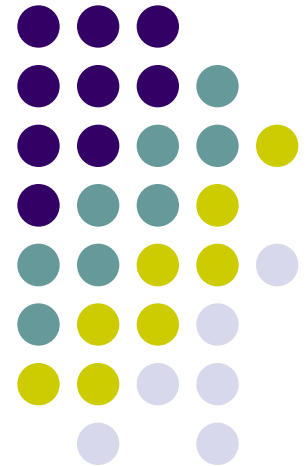
NAICS Code	Total
810000 Other Services (except Public Administration)	4
811111 General Automotive Repair	10
811114 Specialized Automotive Repair	1
811122 Automotive Glass Replacement Shops	2
811192 Car Washes	3
811198 All Other Automotive Repair and Maintenance	1
811210 Electronic and Precision Equip	5
811310 Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	4
811412 Reupholstery and Furniture Repair	2
811490 Other Personal and Household Goods Repair and Maintenance	2
812111 Barber Shops	9
812112 Beauty Salons	9
812113 Nail Salons	3
812191 Diet and Weight Reducing Centers	2
812199 Other Personal Care Services	2
812210 Funeral Homes and Funeral Services	2
812220 Cemeteries and Crematories	1
812310 Coin-Operated Laundries and Drycleaners	2
812320 Drycleaning and Laundry Services (except Coin-Operated)	3
812910 Pet Care (except Veterinary) Services	8
812990 All Other Personal Services	1
813110 Religious Organizations	7
813211 Grantmaking Foundations	5
813219 Other Grantmaking and Giving Services	3
813310 Social Advocacy Organizations	1
813319 Other Social Advocacy Organizations	1
813410 Civic and Social Organizations	2
813920 Professional Organizations	1
813940 Political Organizations	1
814110 Private Households	1

Appendix B – Full and Limited-Service Restaurants

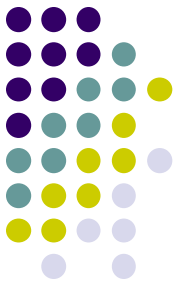
Name	Address
Applebee's Neighborhood Grill	3819 Bridgeport Way W
Beirut Bites	3555 Market Place W, Ste. 6
B's Hot Chicken	2101 Mildred St. W
Chambers Bay Distillery Tasting Room	3610 Bridgeport Way W, Ste. 1
Chambers Bay Grill	6320 Grandview Drive W
Cheers UP Bar & Grill	7101 27th St. W
Chicago's Pizza Kitchen	5016 Bridgeport Way W, Ste. B
Chili Thai Restaurant	7406 27th St. W
Chipotle Mexican Grill	4020 Bridgeport Way W
Dairy Queen	2110 Mildred St W
Domino's Pizza	1905 Bridgeport Way W
Five Guys	3626 Market Place W, Ste. 2
Ginza Teriyaki	6828 19th St. W
Gyro Zone	7510 40th St. W
Habit Burger Grill	4040 Bridgeport Way W
Happy Duo Café	3609 Market Place W, Ste. 101
Happy Hana Teriyaki	3929 Bridgeport Way W
Herfy Burger	5510 Orchard St. W, Ste. B3
India Mahal	1905 Bridgeport Way W, Ste. 110
Jack in the Box	3922 Bridgeport Way W
Jersey Mike's Subs	3555 Market Place W, Ste. 4
Jimmy Johns Sandwiches	3800 Bridgeport Way W
Joy Teriyaki	1905 Bridgeport Way W, Ste. 100
Lefty's Burger Shack	8317 27th St. W
Maria's Cocina Mexicana	3820 Bridgeport Way W
Mauritius Tea	7320 40th St. W, Ste. B
McDonalds	6700 19th St W
McDonalds	3802 Bridgeport Way W
MOD Pizza	3626 Market Place W, Ste. 105
OMG Pho	3556 Market Place W, Ste. 111
Papa Murphy's Pizza	3828 Bridgeport Way W
Pearl Tea	3610 Bridgeport Way W
Pizza Hut	3830 Bridgeport Way W
Pizza Pizazz	5510 Orchard St W, Ste. B6
Round Table Pizza	7011 27th St. W
Salted Rim Bar & Kitchen	3609 Market Place W., Ste. 102
Sapporo Steakhouse	3810 Bridgeport Way W
Seoul Kitchen	4324 Bridgeport Way W
Subway Sandwich	7320 40th St. W
The Pine Cone	7912 27th St. W
Thirsty Hound Drinkery	1905 Bridgeport Way W, Ste. 112
UP Pho & Teriyaki	2620 Bridgeport Way W, Ste. B
UP Station Bar & Grill	8305 27 th St. W

Business Community Profile

City of University Place
September 2, 2025



Business License Numbers History

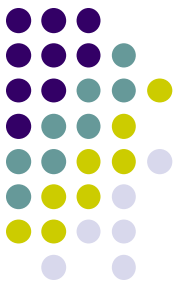


- 2011 business license numbers from WA State Dept. of Revenue 1,059
- 2012 home-based businesses over 50% of total business licenses 1,257
- 2022 business license numbers normalize following pandemic 1,684
- 2025 business licenses numbers first quarter 1,730

63.4 %

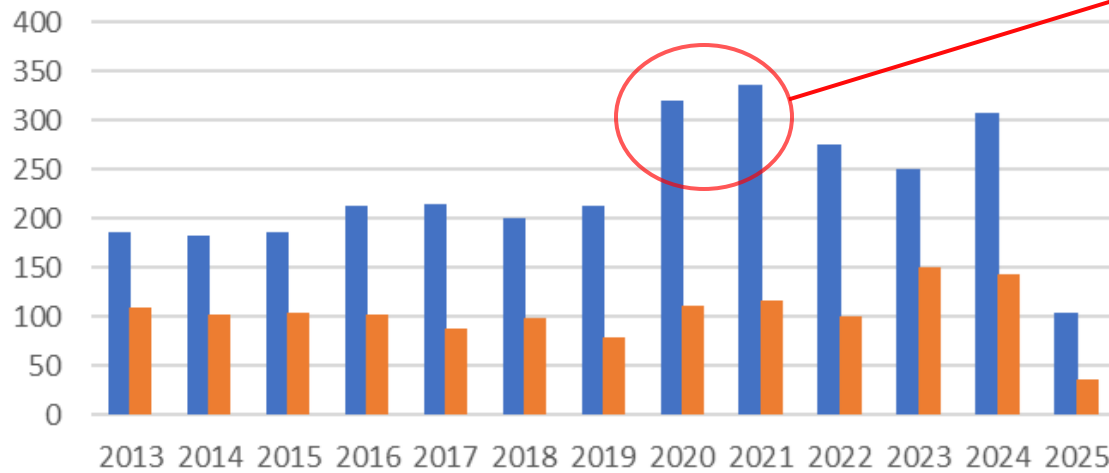
Business License Numbers

New Businesses



New Business Licenses in University Place

Number of New Licenses



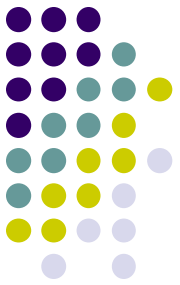
Covid
impact:
Over 400
new
business
licenses
each year

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
■ Home-Based Businesses	187	183	187	214	215	200	214	320	337	276	250	308	105
■ Store Front Businesses	110	103	104	103	89	99	79	112	117	100	151	144	37

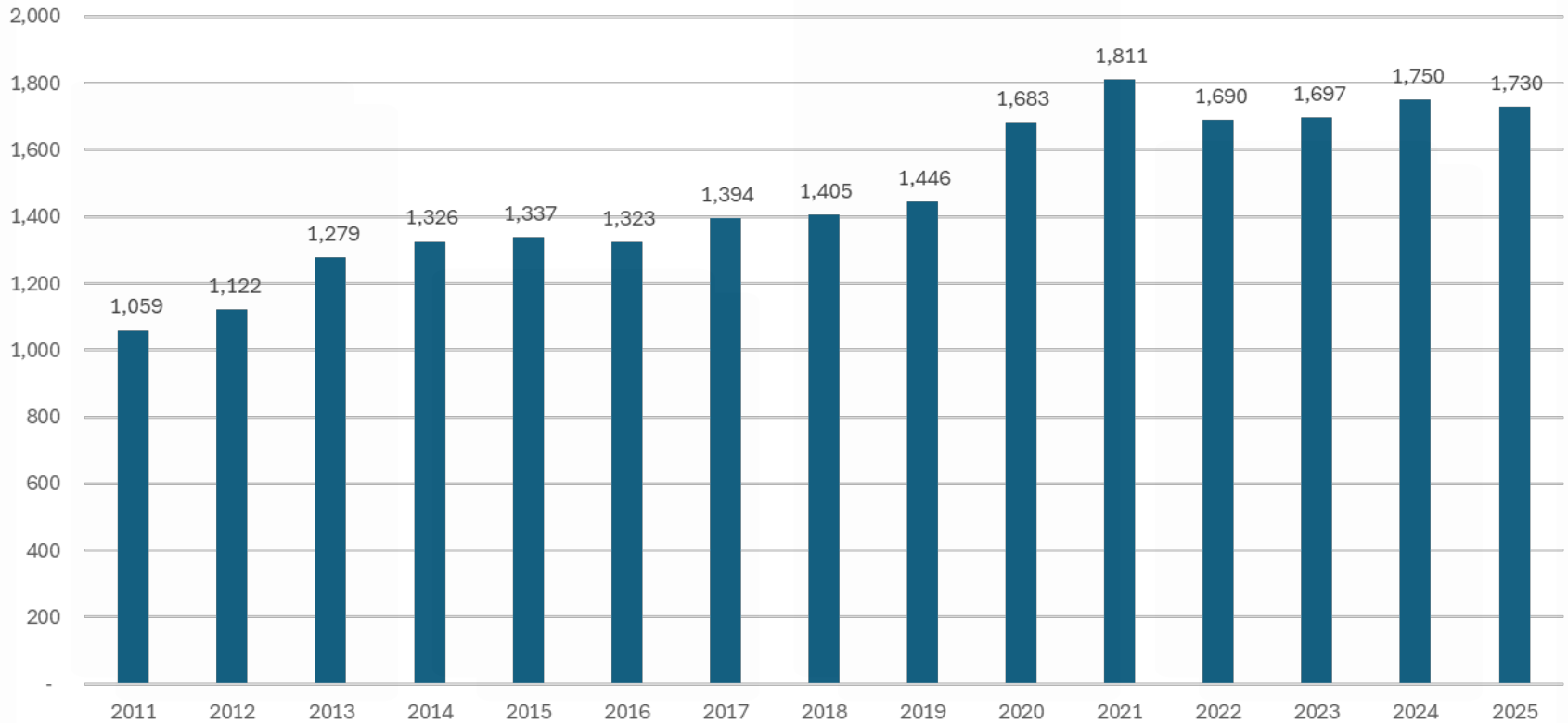
Year

■ Home-Based Businesses ■ Store Front Businesses

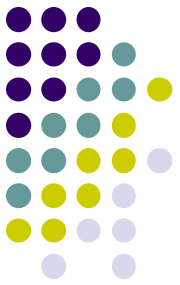
Business License Numbers 2011 to Q1 2025



Business Licenses
2011 - 2025



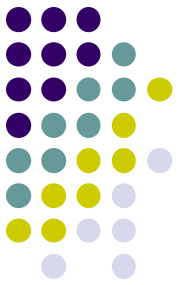
Business Categories



<u>Category</u>	<u>Total Licenses</u>	<u>%</u>
Health Care and Social Services	297	17.2
Professional, Scientific and Technical Services	257	14.9
Retail Trade	206	11.9
Construction	196	11.3
Other Services except Public Administration	188	10.9
Real Estate and Rental and Leasing	118	6.8
Admin. Support & Waste Mgmt. & Remediation Services	99	5.7
Accommodation and Food Services	74	4.3
Finance & Insurance	61	3.5
Arts, Entertainment and Recreation	53	3.1
Transportation and Housing	45	2.6
Manufacturing	43	2.5
Educational Services	35	2.0
Information	25	1.4
Wholesale Trade	19	1.1
Management of Companies and Enterprises	11	0.6
Utilities	1	0.1
Public Administration	1	0.1
Agriculture, Forestry, Fishing and Hunting	1	0.1

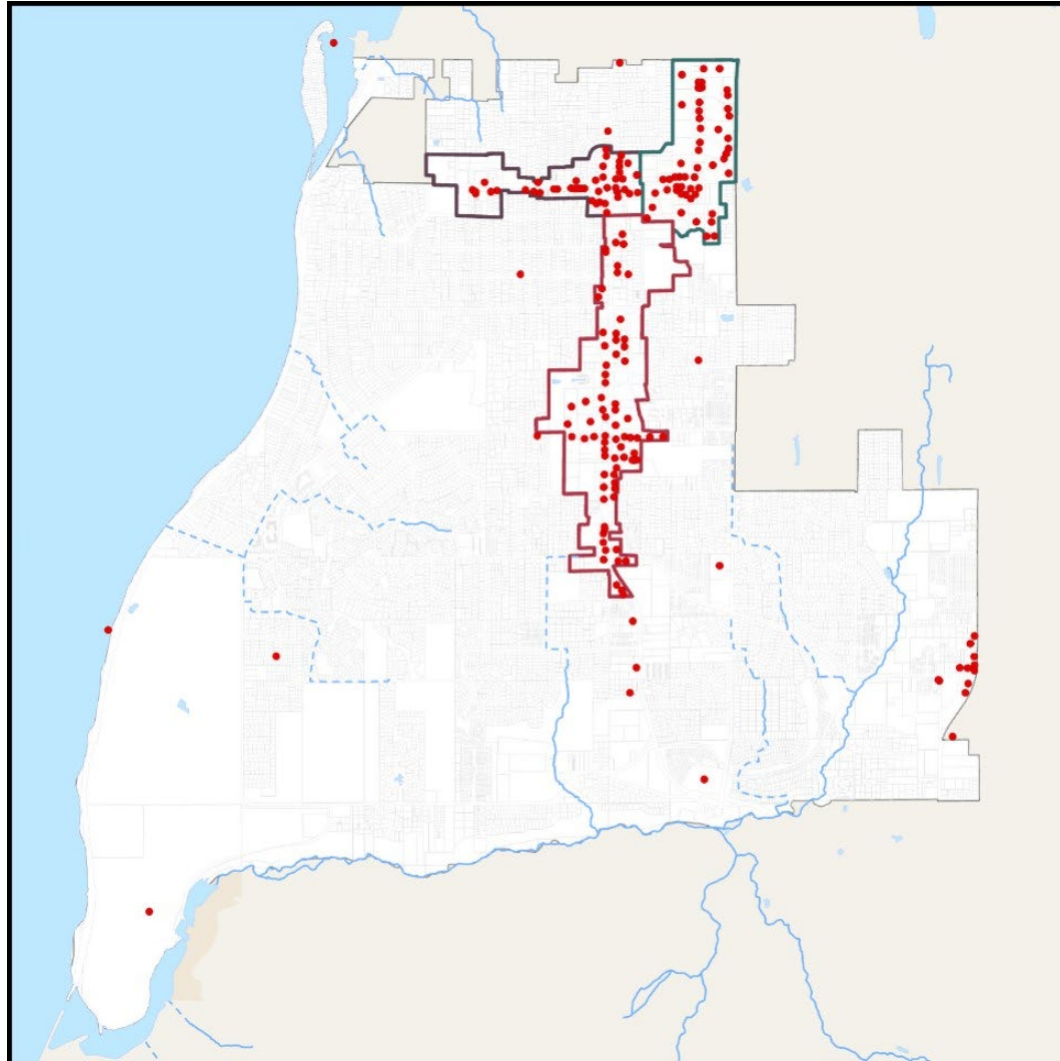
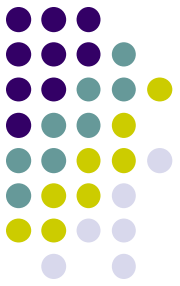
Business Categories

2012 Comparison



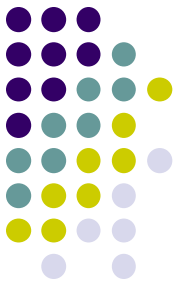
2012	Rank	2025
Health Care and Social Services	1	Health Care and Social Services
Professional, Scientific and Technical Services	2	Professional, Scientific and Technical Services
Other Services	3	Retail Trade ↑
Retail Trade	4	Construction ↑
Construction	5	Other Services ↓

Business Locations (store-front only)



Business Community Profile

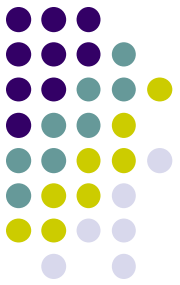
Restaurants



- “Accommodation and Food Services” licenses have increased 30% since 2012.
- In 2025, there are 74 business licenses in this category. Of that list, 43 establishments are either full- or limited-service restaurants, distributed as follows:

District	Total	Percent
27 th Street Business District	6	14.0%
Northeast Business District	5	11.6%
Town Center Business District	26	60.5%
Outside of Business Districts	6	14.0%
Total	43	

Restaurants in University Place



Applebee's Neighborhood Grill

Beirut Bites

B's Hot Chicken

Chambers Bay Distillery Tasting Room

Chambers Bay Grill

Cheers UP Bar & Grill

Chicago's Pizza Kitchen

Chili Thai Restaurant

Chipotle Mexican Grill

Dairy Queen

Domino's Pizza

Five Guys

Ginza Teriyaki

Gyro Zone

Habit Burger Grill

Happy Duo Café

Happy Hana Teriyaki

Herfy Burger

India Mahal

Jack in the Box

Jersey Mike's Subs

Jimmy Johns Sandwiches

Joy Teriyaki

Lefty's Burger Shack

Maria's Cocina Mexicana

Mauritius Tea

McDonalds

MOD Pizza

OMG Pho

Papa Murphy's Pizza

Pearl Tea

Pizza Hut

Pizza Pizazz

Round Table Pizza

Salted Rim Bar & Kitchen

Sapporo Steakhouse

Seoul Kitchen

Subway

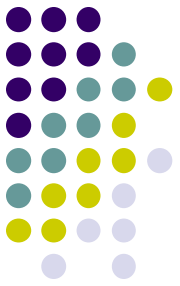
The Pine Cone

Thirsty Hound Drinkery

UP Pho & Teriyaki

UP Station Bar & Grill

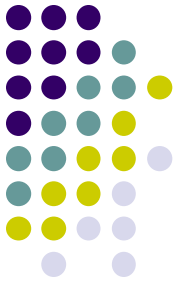
Conclusions



- Several “destination” establishments draw visitors from the region.
- Our largest business sector, “Medical and Social Services” attracts out-of-town guests.
- Business growth has been steady for the last decade.
- University Place has developed a reputation as a great location to do business.
- University Place benefits from delivered goods and services.

Thank You!

Questions and Answers



**UNIVERSITY PLACE CITY COUNCIL
Regular Council Meeting
Tuesday, September 2, 2025, 6:30 p.m.**



Note: Times are approximate and subject to change.

PUBLIC NOTICE

The University Place City Council will hold its scheduled meetings to ensure essential city functions continue. Members of the public can attend and participate in a Council meeting in the following manners:

- In-person at the City Council Chambers at 3609 Market Place West, Third Floor;
- Watch live broadcast on University Place Television, Lightcurve (formerly Rainier Connect) Channel 12 or Comcast Channel 21 (SD) or 321 (HD);
- Watch live broadcast on the City's YouTube channel www.YouTube.com/UniversityPlaceTV;
- Watch live broadcast on the City's website www.cityofup.com/398/City-Council-Meetings;
- Listen by telephone by dialing 1 509-342-7253 United States, Spokane (Toll), Conference ID: 922 271 934#; or
- Attend virtually by clicking this hyper-link: [Click here to join the meeting](#).

How to participate in Public Comment and public testimony on Public Hearings:

- In-person at the City Council Chambers.
- Written comments are accepted via email. Comments should be sent to the City Clerk at Egenetia@cityofup.com. Comments received up to one hour (i.e., 5:30 p.m.) before the meeting will be provided to the City Council electronically.
- Participation by telephone. Call the telephone number listed above and enter the Conference ID number. Once the Mayor calls for public comment, use the "Raise Hand" feature by pressing *5 on your phone. Your name or the last four digits of your phone number will be called out when it is your turn to speak. Press *6 to un-mute yourself to speak.
- Participation by computer. Join the meeting virtually by clicking on the hyper-link above. Turn off your camera and microphone before you press "Join Now." Once the Mayor calls for public comment, use the "Raise Hand" icon on the Microsoft Teams toolbar located at the top of your screen. Your screen name will be called out when it is your turn to speak. Turn on your camera and microphone (icon located at the top of your screen) to unmute yourself. Once you are done, turn off your camera and microphone.

In the event of technical difficulties, remote public participation may be limited.

AGENDA

- 6:30 pm **1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE – Councilmember Grassi**
- 4. APPROVAL OF AGENDA**
- 6:35 pm **5. PUBLIC COMMENTS**
- 6:40 pm **6A. – CONSENT AGENDA**
- 6G. Motion: Approve or Amend the Consent Agenda as Proposed**

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

- A. Approve the minutes of the 08/04/25 Council meeting as submitted.**
- B. Receive and File: Payroll for period ending 07/31/25 and 08/15/25; and Claims dated 08/07/25, 08/08/25, and 08/15/25.**
- C. Receive and File: Pierce County Proclamation re: University Place 30th Anniversary Day.**
- D. Authorize the City Manager to execute a Sponsorship Agreement with UP for Art substantially in the form attached hereto.**
- E. Authorize the City Manager to execute Amendment No. 2 to the Lease Agreement with Sunak MM, LLC.**

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