

RESOLUTION NO. 2539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUYALLUP, WASHINGTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MULTICARE HEALTH SYSTEMS RELATED TO THE BUILD OUT OF THE GOOD SAMARITAN HOSPITAL MASTER PLAN

WHEREAS, on June 10, 2025 (Ordinance #3322), the City Council approved the MultiCare Good Samaritan Hospital campus Master Plan;

WHEREAS, the Master Plan will involve the development of a new 240,000 square foot patient care tower to include approximately 200 new licensed beds, two (2) new medical office buildings comprising approximately 200,000 square feet total (100,000 square feet each), a new 90,000 square foot central support tower, a 30,000 square foot expansion of Dally Tower near 3rd Street, added building area and infrastructure related to the existing Emergency Room lobby area, campus Central Utility Plant, new off-street parking garages, and related infrastructure and other improvements, including utilities, streets, landscaping, and storm water infrastructure, all as described further in the Master Plan; and,

WHEREAS, the development of the Master Plan would expand critical healthcare services for the City of Puyallup and the greater East Pierce County region, support healthcare-related employment and education, and generate essential sales, construction, and property tax revenues which collectively provide substantial public benefits consistent with PMC 1.15.030; and,

WHEREAS, PMC 1.15.030 requires that a development agreement be consistent with applicable development regulations (both PMC and the approved Master Plan) to the fullest extent possible; provided, however that a development agreement may allow development standards different than otherwise imposed in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications which provide the functional equivalent or adequately achieve the purposes of the otherwise applicable standards governing the approval; and,

WHEREAS, in order to achieve the public benefits associated with the development of the Master Plan, additional standards and terms are necessary to be established through a Development Agreement, addressing applicable vesting periods; unique permit processing procedures and timelines meant to address the scale and scope of the development proposal(s); customized phasing plan for street frontage improvements (as required by PMC and those street frontage improvements voluntarily proposed by the applicant); re-iteration of the scope and timing of physical improvements to be made to the Emergency Room ambulance bays; and,

WHEREAS, the City Council of the City of Puyallup held a duly noticed public hearing on the proposed Development Agreement on January 27, 2026, in accordance with applicable law; and,

WHEREAS, following the public hearing, the City Council approved this Development Agreement by Resolution 2539 on January 27, 2026;

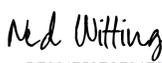
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PUYALLUP, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorize the City Manager to enter into a Development Agreement with MultiCare Health Systems, substantially in the form as attached and incorporated herein as Exhibit "A", pertaining to the development and construction of projects described in the approved Master Plan.

Section 2. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED this 27th day of January, 2026.

APPROVED:

Signed by:

DE881752ECE34E8

Ned Witting
Mayor

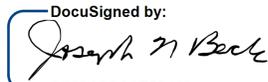
ATTEST/AUTHENTICATED:

Signed by:

E12281903A9A459...

DAN VESSELS, JR.
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

EF5BA5DC2E5544B

JOSEPH N. BECK

City Attorney

FILED WITH THE CITY CLERK: January 28, 2026
PASSED BY THE CITY COUNCIL: January 27, 2026
RESOLUTION NO.: 2539

**DEVELOPMENT AGREEMENT FOR
MULTICARE GOOD SAMARITAN HOSPITAL
MASTER PLAN**

1.0 Parties

This Development Agreement (“Agreement”) is made this ___ day of _____, 2026, by and among the City of Puyallup, a Washington municipal corporation (the “City”), and MultiCare Health System, a Washington nonprofit corporation (“MHS”). The City and MHS are referred to herein individually as a “Party” and collectively as the “Parties.”

2.0 Recitals¹

2.1 *Development Agreements.* The Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction. A development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement, and a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW.

2.4 *City of Puyallup.* The City is a non-charter code city under the laws of the state of Washington. The City adopted Chapter 1.15 of the Puyallup Municipal Code (“PMC” or “Code”) which establishes the standards and procedures for development agreements in the City.

2.5 *City’s Authority.* The City plans and adopts development regulations pursuant to the Washington Growth Management Act and is authorized to enter into development agreements pursuant to RCW 36.70B.170 *et seq.*, Puyallup Municipal Code Chapter 1.15, and other lawful authority.

2.6 *MultiCare Health System.* MHS is a nonprofit corporation organized pursuant to the laws of the state of Washington.

2.7 *Project Description.* MHS requested the City’s approval of this Agreement primarily related to the Good Samaritan Hospital Master Plan (“Master Plan”) approved by the City of Puyallup City Council on June 10, 2025 (City Ordinance No. 3322), which will include several development projects located within the existing Good Samaritan Hospital (“Hospital”) campus located in that 34.86-acre area in, Puyallup, Washington (“Campus”) an abbreviated legal description of which is attached ***Exhibit A*** of this Agreement. The Campus is further described in the Master Plan, related environmental documents further described below, and additional information on file with the City. The proposed projects include a new 240,000 square foot patient care tower to include approximately 200 new licensed beds, two (2) new medical office buildings

¹ The Parties agree that the representations and agreements stated within this Section 2 of the Agreement are intended to be incorporated into this Agreement and are binding upon the Parties to the same extent as the terms set forth in the rest of this Agreement.

comprising approximately 200,000 square feet total (100,000 square feet each), a new 90,000 square foot central support tower, a 30,000 square foot expansion of Dally Tower near 3rd Street, added building area and infrastructure related to the existing Emergency Room lobby area, campus Central Utility Plant, new off-street parking garages, and related infrastructure and other improvements, including utilities, streets, landscaping, and storm water infrastructure, all as described further in the Master Plan (collectively, the “Project”).

2.8 *Public Benefits.* The facilities contemplated by the Master Plan and Project would increase the provision of critical healthcare services to the City of Puyallup and the greater East Pierce County community, create and sustain employment and education opportunities in the healthcare field within the City, and generate essential sales, construction, and property taxes that are crucial to the City’s revenues. The City and MHS each find and conclude that these items, individually and together, will provide substantial public benefits to the City and the broader region consistent with PMC 1.15.030.

2.9 *SEPA and EIS.* MHS submitted a State Environmental Policy Act (“SEPA”) Checklist, based upon which the City issued a Determination of Significance (“DS”) for the Master Plan on November 18, 2022. MHS and the City are engaged in land use permitting for the Master Plan and associated environmental impact statement (“EIS”) processes that began in early 2023 and are ongoing, and which will provide in depth study of all environmentally critical areas, air quality and climate impacts, and pollution criteria. In compliance with applicable provisions of SEPA, a final EIS (“FEIS”) was issued on May 21, 2025. This Agreement was prepared with reference to the both the draft EIS and the FEIS.

2.10 *Certificate of Need.* MHS received Certificate of Need (“CON”) approval from the Washington State Department of Health (“DOH”) in August 2023 for the addition of 160 acute care beds at the Campus, which MHS proposes to locate within the new patient care tower. As a condition of the CON approval, MHS must commence the project authorized by DOH under the CON no later than August 28, 2025. The DOH’s determination that there is need to support the new patient care tower, and the issuance of the CON supports the determination by the City and MHS that the Project will provide substantial public benefits. While the CON approval is for 160 beds, it is anticipated that the initial improvements contemplated by the Master Plan could accommodate up to 200 approved beds.

2.11 *Memorandum of Understanding.* MHS and the City entered into a memorandum of understanding regarding the final permitting process on October 25, 2024 (“MOU”) with non-binding provisions aimed at the parties’ collective goal that the final construction permit documents supporting the patient care tower and enabling project(s) are prepared, reviewed, and approved in a timely manner. A copy of the MOU is attached as **Exhibit B** to this Agreement.

2.12 *Mitigation of Impacts.* The Master Plan and Project will also implement appropriate measures to mitigate direct impacts of the development approved in the Master Plan, consistent with applicable state and local law.

2.13 *Phasing.* Pursuant to applicable law, MHS proposes a phasing plan for the Campus’ frontage improvements surrounding the Campus (the “Frontage Phasing Plan”), based on three primary factors: (i) the capital commitments associated with the areas of frontage around the

Campus; (ii) proximity of the respective Master Plan phases to areas of frontage; and (iii) logical sequencing to avoid disjointed construction disruptions, unnecessary costs and duplication of work. The Frontage Phasing Plan also would provide additional public benefits by including MHS's obligation to perform substantial additional linear square footage of frontage improvements on the north side of 13th Ave SE beyond the improvements that would be required by baseline standards in the Code. *See* PMC 11.08.135(3) ("The frontage improvements shall be required along all street frontage adjoining the property upon which such building will be placed.") The Frontage Phasing Plan is set forth in *Exhibit C-3* of this Agreement. Among other things, Exhibit C includes *Exhibit C-1*, which contains certain Kitchen Enabling Work (as further defined therein), *Exhibit C-2*, which contains certain Ambulance Bay Enabling Work (as further defined therein), and *Exhibit C-3*, which contains the Frontage Phasing Plan.

The parties acknowledge that portions of the frontage around the Campus may, from time to time, present unreasonable health and safety hazards to the public. If such a condition is identified to MHS, the parties will work in good faith to arrive at a mutually agreed upon solution to address such unreasonable health and safety concerns notwithstanding that such work may be out of sequence in relation to the Frontage Phasing Plan.

2.14 *Shared Goals.* To ensure that MHS and the City are able to realize their shared goals of enabling greater health care capacity, employment opportunities, and levels of service to the City and broader community in a cost effective manner, while incrementally and logically improving frontage as developments progress under the Master Plan, and in consideration of the public benefits conferred by this Agreement and the Master Plan, which together reflect the current plans of both the City and MHS, the Parties deem it in their best interests to enter into this Agreement.

2.15 *Public Hearing.* The City Council of the City of Puyallup held a public hearing on _____, 2026 regarding this Agreement. Following the hearing, by Ordinance No. _____, the City Council of the City of Puyallup authorized the City Manager to enter this Agreement with MHS pertaining to development of the Project intended to service the Hospital.

THEREFORE, in consideration of the mutual benefits of this Agreement and the actions and promises set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

3.0 Development Standards and Other Provisions under RCW 36.70B.170(3)

3.1 *Project elements.* For purposes of RCW 36.70B.170(3)(a), the subject project elements shall include the permitted uses, densities and intensities, and building sizes set forth within the Master Plan, except to the extent expressly modified by this Agreement, including without limitation any Exhibits. To the extent this Agreement and its Exhibits deviate or conflict with the Master Plan or any other applicable local codes, the Agreement and its Exhibits shall control.

3.2 *Transportation or traffic infrastructure contributions and other financial items.* The amount and payment of fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the

property owner, inspection fees, or dedications, shall be as set forth within the Master Plan, except to the extent expressly modified by this Agreement, including without limitation any Exhibits, including ***Exhibit D*** (Transportation Impacts Agreement).

3.3 *Mitigation measures.* Mitigation measures, development conditions, and other requirements under chapter 43.21C RCW shall be as set forth within the Master Plan, except to the extent expressly modified by this Agreement, including without limitation any Exhibits.

3.4 *Design standards.* Design standards shall be as set forth within the Master Plan, except to the extent expressly modified by this Agreement, including without limitation any Exhibits.

3.5 *Affordable housing.* No development standards or other provisions pertaining to affordable housing are applicable to the Project, which does not contemplate residential uses.

3.6 *Parks and open space preservation.* Development standards pertaining to parks and open space preservation shall be as set forth in the Master Plan, except to the extent expressly modified by this Agreement, including without limitation any Exhibits.

3.7 *Phasing.*

3.7.1 *General Master Plan Phasing.* The overall phases of the Project are currently anticipated to be as described in the Master Plan.

3.7.2 *Frontage Phasing Plan.* The overall phasing of frontage improvements required in connection with the Project shall be as set forth in the Frontage Phasing Plan attached as ***Exhibit C*** to this Agreement. To any extent the terms and conditions of the Frontage Phasing Plan are deemed to deviate from applicable provisions of the Code, the City intends this Agreement to serve as an authorized deviation from the Code pursuant to PMC 11.08.160.

3.8 *Review procedures and standards for implementing decisions.* Review procedures and standards for implementing decisions shall be as set forth in the Master Plan, except to the extent expressly modified by this Agreement, including without limitation any Exhibits.

3.9 *Build-out period for applicable standards.* The build-out period for the Master Plan shall be the Master Plan's twenty-year term.

3.10 *Other appropriate development requirements or procedures.* The Parties agree to exercise diligent and good-faith efforts to abide by the review timelines and coordination processes set forth in Sections D and E of the MOU.

4.0 Vested Rights

4.1 *Vested Rights.* In accordance with RCW 36.70B.170(1), the following work shall be vested for a ten-year period commencing with upon mutual execution of this Agreement (the "Vesting Period"), as described in the following subsections. However, to the extent that the

Frontage Phasing Plan deviates from or conflicts with underlying development standards, such deviation is intentional and the Frontage Phasing Plan shall control.

4.1.1 All Enabling Work described in Exhibits C-1 and C-2, together with all other Frontage Work described in Exhibit C and generally depicted on Exhibit C-3, shall be vested for the Vesting Period to all regulations and standards in effect as of the mutual execution date of this Agreement.

4.1.2 In addition, the Enabling Work described in Exhibits C-1 and C-2 shall also be vested for the Vesting Period to all regulations and standards in effect as of the mutual execution date of this Agreement.

4.2 *Optional Election for Code Updates.* During the Vesting Period, at MultiCare's sole discretion, MultiCare may voluntarily elect to fully opt into future regulations and standards.

5.0 Term Established. The term of this Agreement shall be for the term of the Master Plan, including to the extent of any lawful extensions or renewals thereof. The term of the Master Plan is twenty years.

6.0 Regulatory Authority Reserved. The City expressly reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

7.0 Interpretation Consistency. All issues or matters not addressed by this Agreement or the Master Plan shall be determined and interpreted consistent with the Code and other applicable law.

8.0 Puyallup Code Compliance per PMC 1.15.060. Specific reference is made to (A) the approved Master Plan, (B) all conditions of approval adopted by the Council with respect thereto, and (C) all applicable existing Codes, together with any appendices and ancillary documents related to each. These instruments, taken together with this Agreement, provide applicable conditions of approval that address the substantive items set forth at PMC 1.15.060(1) through (7).

9.0 Regulatory Consistency

9.1 *Consistency with City Regulatory Requirements.* The City expressly agrees that this Agreement, including without limitation its Frontage Phasing Plan, is consistent with all applicable development regulations to the extent required by RCW 36.70B.170(1). The City finds that the Frontage Phasing Plan meets the City's criteria for frontage deviations authorized under PMC 11.08.160.

9.2 *Consistency and compliance with Other Regulatory Agency Requirements.* The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions, and requirements upon the Project which are separate from and additional to those contained in this Agreement. MHS shall retain exclusive responsibility for complying with any such additional standards, conditions, and requirements, and nothing herein shall be construed as the City's endorsement to violate or otherwise disregard such standards. Further, the parties expressly acknowledge that public agencies in addition to the City have jurisdiction over the Project (e.g., Central Pierce Fire and Rescue).

10.0 Default

10.1 *Breach.* If any Party reasonably believes that another Party has breached any material obligation under this Agreement (respectively the “Non-Defaulting Party” and “Defaulting Party”), then the Defaulting Party shall, upon receipt of written notice from the Non-Defaulting Party, diligently proceed to cure or remedy the default. Such default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature that is not capable of being cured within thirty (30) days, the Defaulting Party shall commence efforts to cure within thirty (30) days and diligently pursue completion within ninety (90) days following receipt of such notice of default. The Parties may in their joint discretion mutually agree to extend the period for cure. The Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period described herein has expired and the default remains materially uncured at such time. PROVIDED, nothing in this Section shall limit in any manner the City’s regulatory authority, which the City may in its discretion exercise as to the Project independent of the process set forth in this Section.

10.2 *Enforcement.* Subject to this Section 10, the provisions of this Agreement may be specifically enforced against a Defaulting Party. The Non-Defaulting Party may pursue any available legal remedy in event of a breach of this Agreement. PROVIDED, that nothing herein shall be construed as creating or otherwise authorizing any third-party beneficiary or enforcement rights. The provisions of this Agreement may only be enforced by the Parties hereto and their respective successors and assignees.

11.0 Dispute Resolution

In the event of a dispute between the Parties regarding the interpretation of this Agreement, either Party may appeal to the City’s Hearing Examiner, whose decision shall be the City’s final decision unless the Parties agree to submit the dispute to mediation within ten (10) days of the Examiner’s decision. Appeals of the City’s decision shall otherwise be taken to the Superior Court for Pierce County.

12.0 Authority to Approve Agreement

12.1 *By MHS.* By executing this Agreement, MHS represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.

12.2 *By City.* By executing this Agreement, the City represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes, except as otherwise provided herein or by law.

13.0 General Terms

13.2 *Integration.* This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.

13.2 *Headings.* The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

13.3 *Venue.* Venue for all judicial litigation arising under or connected with this Agreement shall be in the Superior Court for Pierce County. This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington.

13.4 *Covenant Running with Land.* The terms and conditions of this Agreement shall be covenants running with the land and shall be binding on the Parties and their successors and assigns, and on all subsequent purchasers, lessees or lessors, and transferors of every nature as set forth herein.

13.5 *Attorney Fees.* In any action arising under or related to this Development Agreement, the prevailing party shall be entitled to be paid its reasonable attorney's fees, expenses and costs by the non-prevailing party.

13.6 *Severability.* If any section, sentence, clause or portion of this Agreement is declared unlawful or unconstitutional for any reason, the remainder of this Agreement shall continue in full force and effect.

13.7 *Recordation.* Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Pierce County Auditor at MHS's expense following final execution. MHS shall promptly provide the City with proof of such recording.

13.8 *Voluntary Agreement.* Each Party has entered into this Agreement knowingly and voluntarily and agrees to be bound by the terms and conditions hereof.

13.9 *Amendment.* This Agreement may be amended or modified only by the mutual written agreement of the parties.

[Signature page follows.]

MultiCare Health System

Dated: _____, 2026

By: William G. Robertson
Its: Chief Executive Officer

City of Puyallup

Dated: _____, 2026

By: Steve Kirkelie
Its: City Manager

Approved as to form:

Attest:

Joseph N. Beck
City Attorney

Dan Vessels Jr.
City Clerk

Exhibits to Agreement:

EXHIBIT A – Legal Description (Abbreviated)

EXHIBIT B – Memorandum of Understanding

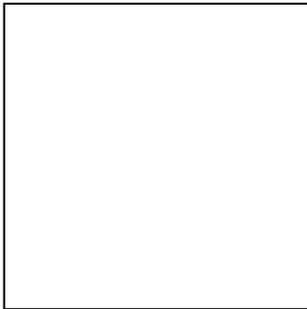
EXHIBIT C – Frontage Phasing Plan

EXHIBIT D - Transportation

STATE OF _____)
)
COUNTY OF _____) ss:

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

DATED: _____, 2026.



Print Name: _____
NOTARY PUBLIC in and for the State of
_____, residing at:

My Appointment Expires: _____

STATE OF WASHINGTON }
 } ss.
COUNTY OF PIERCE }

This record was acknowledged before me on _____, 2026 by William G. Robertson as Chief Executive Officer of MultiCare Health System, a Washington nonprofit corporation.

[Stamp Below]

Signature
NOTARY PUBLIC in and for the State of Washington
My Commission Expires _____

EXHIBIT A: LEGAL DESCRIPTION (ABBREVIATED)

Inserted following this page.

EXHIBIT A - Tax Parcels

Parcel Number	Land Acres	Legal Description
9810000130	0.2583	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST L 1 THRU 3 B 6 TOG/W POR OF VAC ALLEY # 2480401 TOG/W 2ND ST SE VAC ORD 1761 EASE OF RECORD 5619915DC 3/20/19 BB RTSQQ:
9810000140	0.0861	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST L 4 B 6 TOG/W POR OF VAC ALLEY # 2480401 ALSO TOG/W 2ND ST SE VAC ORD 1761 5619915DC 3/20/19 BB
9810000151	0.2551	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST 1ST L 5 THRU 7 B 6 EXC THAT PART LY N OF SLY LI STATE HWY TOG/W POR OF VAC ALLEY ALSO TOG/W 2ND ST SE VAC ORD 1761 SEG F 9192 5619915DC 3/20/19 BB
9810000161	0.1979	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST 1ST L 8 THRU 11 B 6 EXC THAT POR LY N OF SLY LI STATE HWY TOG/W POR OF VAC ALLEY ALSO TOG/W 13TH AV SE VAC ORD 1765 & ALSO TOG/W 2ND ST SE VAC ORD 1761 SEG F 9191 5619915DC 3/20/19 BB
9810000120	0.427	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST L 7 THRU 11 B 5 EXC POR FOR HWY TOG/W POR OF VAC ALLEY # 2480401 ALSO TOG/W VAC 13TH AV SE ORD 1765 5619915DC 3/20/19 BB
9810000101*	0	UNKNOWN Legal Description: Section 34 Township 20 Range 04 Quarter 21 WOODS 1ST: WOODS 1ST SOUTH HILL MEDICAL-DENTAL BUILDING CONDOMINIUM ASSESSED UNDER PARCELS 776600-001-0, 002-0 & 003-0 DESC AS FOLL LOTS 1 THRU 6 B 5 OF WOODS 1ST ADD TO PUYALLUP TOG/W ALL THAT POR OF VAC 20 FT
7766000010*	0	Section 34 Township 20 Range 04 Quarter 21 WOODS 1ST: WOODS 1ST SOUTH HILL MEDICAL-DENTAL BUILDING CONDOMINIUM ASSESSED UNDER PARCELS 776600-001-0, 002-0 & 003-0 DESC AS FOLL LOTS 1 THRU 6 B 5 OF WOODS 1ST ADD TO PUYALLUP TOG/W ALL THAT POR OF VAC 20 FT
7766000030*	0.0712	UTILITIES Section 34 Township 20 Range 04 Quarter 23 SOUTH HILL MED/DEN BLDG AMD CONDO: SOUTH HILL MED/DEN BLDG AMD CONDO UNIT #3 TOG/W 17.24% INT IN COMMON AREAS EASE OF RECORD NW-34-20-04E OUT OF 981000-010-0 & 011-0 SEG L-1139 SP JW
420342141	0.1699	AUTO PARKING PARCEL `B` OF DBLR 2000-10-06-5001 DESC AS FOLL COM AT NE COR OF SE OF NW TH W ALG N LI SD SUBD 993.84 FT TO NW COR OF E 1/2 OF W 1/2 SD SUBD TH S ALG W LI SD E 1/2 431.05 FT
420342112	0.46	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 : THAT POR LY S OF STATE HWY BEG AT A PT ON N BDRY OF 13TH AVE SE IN CY OF PUY 825 FT N & 438.87 FT E OF 1/4 SEC COR IN W BDRY OF SEC 34 TH N 490.08 FT TH E 392.72 FT TH S 483.71 FT TO N BDRY OF SD AVE TH W

420342081	0.3211	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 : THAT POR OF FOLL DESC PROP LY S OF STATE HWY BEG AT A PT IN N BDRY OF 13TH AVE SE 826.5 FT N & 359.35 FT W OF SE COR OF SW OF NW OF SEC TH N 486.88 FT TH W 132.73 FT TH S 488.68 FT TO N BDRY OF 13TH AVE SE TH
420342104	0.25	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 : THE W 1/2 OF FOLL DESC BEG AT A STONE MON IN N BDRY OF CLIFF ST IN CY OF PUY 826.05 FT N & 180.47 FT W OF SE COR OF SW OF NW TH N 242.43 FT TH WLY 178.88 FT TH S PAR TO E LI THEREOF 238.60 FT TO N BDRY OF SD C
420342124	0.0285	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 E 1/2 OF FOLL BEG AT A STONE MON IN N BDRY OF CLIFF ST IN CITY OF PUY 826.05 FT N & 180.47 FT W OF SE COR OF SW OF NW RUN TH N 242.43 FT TH WLY 178.88 FT TH S PAR TO E LI THEREOF 238.60 FT TO BDRY OF SD CLIFF
420342035	0.2167	AUTO PARKING Legal Description: Section 34 Township 20 Range 04 Quarter 23 : E 1/2 OF S 125 FT OF FOLL DESC PROP BEG AT A STONE MON IN N BDRY OF CLIFF ST 826.05 FT N & 180.47 FT W OF SE COR OF SW OF NW TH N 242.43 FT TH WLY 178.88 FT TH S PAR TO E LI THEREOF 238.60 FT TO BDRY OF SD CLI
7080000132	1.569	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 PUYALLUP HOME SUB/DIV: PUYALLUP HOME SUB/DIV SE OF NW 34-20-04E PARCEL 'A' OF DBLR 2000-10-06-5001 DESC AS POR OF B 6 & 7 & SE OF NW DESC AS FOLL COM AT NE COR OF SE TH W ALG N LI SD SUBD 993.84 FT TO NW COR OF RTSQQ
7790000558	0.4164	COMM VAC LAND Section 34 Township 20 Range 04 Quarter 32 SOUTH SIDE ADD TO PUYALLUP TR A OF S P 2001-11-29-5005 STORM DRAINAGE EXC POR CYD TO CY OF PUY PER ETN 4238024 OUT OF 055-1 SEG N-0440 JU 1/15/02JU DC00162327 12/30/10 MC
7790000554	1.6594	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 32 SOUTH SIDE ADD TO PUYALLUP: SOUTH SIDE ADD TO PUYALLUP NW OF SW 34-20-04E L 2 OF S P 2001-11-29-5005 TOG/W EASE & RESTRICTIONS OF REC APPROX 72,285 SQ FT OUT OF 055-1 SEG N-0440 JU 1/15/02JU
7790000566	3.51	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 32 SOUTH SIDE ADD TO PUYALLUP L 2 OF S P 2009-12-17-5002 TOG/W EASE & RESTRICTIONS OF REC OUT OF 056-3 SEG 2010-0296 JU 1/6/10JU
7790000565	1.0895	COMM VAC LAND Section 34 Township 20 Range 04 Quarter 32 SOUTH SIDE ADD TO PUYALLUP L 1 OF S P 2009-12-17-5002 TOG/W EASE & RESTRICTIONS OF REC OUT OF 056-4 SEG 2010-0296 JU 1/6/10JU

9810000014	3.9	HOSPITAL Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST CANNOT BE SOLD OR SUBD WITHOUT 001-5 & 001-6 LOT 1 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 30 FT E & 151.05 FT N OF INTER OF 15TH AV SE & 3RD ST SE TH N 322.08 FT TH N 305.27 FT TH E 692.45 FT
9810000015	6.56	HOSPITAL Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST CANNOT BE SOLD OR SUBD WITHOUT 001-4 & 001-6 LOT 1 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 30 FT E & 151.05 FT N OF INTER OF 15TH AV SE & 3RD ST SE TH N 322.08 FT TH N 305.27 FT TH E 692.45 FT
9810000016	0.0533	HOSPITAL Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST CANNOT BE SOLD OR SUBD WITHOUT 001-4 & 001-5 LOT 1 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 30 FT E & 151.05 FT N OF INTER OF 15TH AV SE & 3RD ST SE TH N 322.08 FT TH N 305.27 FT TH E 692.45 FT
9810000643	0.441	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST CANNOT BE SOLD OR SUBD WITHOUT 064-4 & 064-5 LOT 2 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 55.51 FT N & 30 FT W OF INTER OF 15TH AV SE & 5TH ST SE TH N 268.15 FT TO A PT OF CUSP ON A CURVE CONC
9810000644	0.6536	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST CANNOT BE SOLD OR SUBD WITHOUT 064-3 & 064-5 LOT 2 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 55.51 FT N & 30 FT W OF INTER OF 15TH AV SE & 5TH ST SE TH N 268.15 FT TO A PT OF CUSP ON A CURVE CONC
9810000645	0.2273	MEDICAL OFFICES SERVICES Section 34 Township 20 Range 04 Quarter 23 WOODS 1ST CANNOT BE SOLD OR SUBD WITHOUT 064-3 & 064-4 LOT 2 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 55.51 FT N & 30 FT W OF INTER OF 15TH AV SE & 5TH ST SE TH N 268.15 FT TO A PT OF CUSP ON A CURVE CON
7080000251	3.320000	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 PUYALLUP HOME SUB/DIV LOT 3 OF BLA 2010-06-15-5001 DESC AS BEG AT A PT 30 FT E & 64.49 FT N OF INTER 15TH AV SE & 5 ST SE TH N 264.51 FT TH E 300.37 FT TH S 40.39 FT TH E 160.36 FT TH S 81.54 FT TO A PT OF
7080000181	0.2569	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 PUYALLUP HOME SUB/DIV CANNOT BE SOLD OR SUBD WITHOUT 018-2 LOT 4 OF BLA 2010-06-15-5001 DESC AS FOLL COM AT A PT 30 FT E & 64.49 FT N OF INTER OF 15TH AV SE & 5TH ST SE TH N 264.51 FT & POB TH CONT N 132.7
7080000182	1.7101	AUTO PARKING Section 34 Township 20 Range 04 Quarter 23 PUYALLUP HOME SUB/DIV CANNOT BE SOLD OR SUBD WITHOUT 018-1 LOT 4 OF BLA 2010-06-15-5001 DESC AS FOLL COM AT A PT 30 FT E & 64.49 FT N OF INTER OF 15TH AV SE & 5TH ST SE TH N 264.51 FT & POB TH CONT N 132.7

420342146	1.4601	HOSPITAL Section 34 Township 20 Range 04 Quarter 24 WOODS 1ST : LT 5 BLA 2010-06-15-5001 DESC AS COM AT INTER NLY R/W 14TH AV SE & WLY R/W 5TH ST SE TH E 30 FT TO POB TH N 181.78 FT TH E 41.04 FT TH N 43.29 FT TH W 40.98 FT TH N 49.97 FT TH S 78 DEG 58 MI
420342147	1.9604	HOSPITAL Section 34 Township 20 Range 04 Quarter 24 : LT 6 BLA 2010-06-15-5001 DESC AS COM AT INTER OF NLY R/W LI OF 14TH AV SE & WLY R/W LI OF 5TH ST SE TH E 260.14 FT TO POB TH N 232.56 FT TH S 78 DEG 58 MIN 52 SEC E 102.08 FT TH S 9.93 FT TH S 83 DEG 47 M
420342148	0.7687	COMM VAC LAND Section 34 Township 20 Range 04 Quarter 24 LOT 7 OF BLA 2010-06-15-5001 DESC AS COM AT INTER OF NLY R/W LI 14TH AV SE & WLY R/W LI OF 5TH ST SE TH E 260.14 FT TH N 232.56 FT TH S 78 DEG 58 MIN 52 SEC E 102.08 FT TH S 9.93 FT TH S 83 DEG 47 MIN 52 SEC
420342151	0.7862	HOSPITAL Section 34 Township 20 Range 04 Quarter 24 LOT 10 OF BLA 2010-06-15-5001 DESC AS COM AT INTER OF NLY R/W LI 15TH AV SE & E LI OF E 1/2 OF W 1/2 OF SE OF NW TH N 9.67 FT TO POB & BEG OF CURVE CONCAVE TO SW HAVING A RAD OF 255 FT & C/A OF 22 DEG 19 MIN
420342150	0.7579	COMM VAC LAND Section 34 Township 20 Range 04 Quarter 24 LOT 9 OF BLA 2010-06-15-5001 DESC AS COM AT INTER NLY R/W LI 15TH AV SE & E LI OF E 1/2 OF W 1/2 OF SE OF NW TH N 400.34 FT TH N 88 DEG 09 MIN 40 SEC W 88 FT TO POB & PT OF CUSP ON CURVE CONCAVE TO SE HAVING
420342149	0.6467	VAC LND MAJOR PROBLEM Section 34 Township 20 Range 04 Quarter 24 : LOT 8 OF BLA 2010-06-15-5001 DESC AS COM AT INTER OF NLY R/W LI 14TH AV SE & WLY R/W LI 5TH ST SE TH E 260.14 FT TH N 232.56 FT TH S 78 DEG 58 MIN 52 SEC E 102.08 FT TH S 9.93 FT TH S 83 DEG 47 MIN 52 SEC

Good Samaritan Hospital Master Plan Proposed New Buildings Summary			
Initial Phase		Future Phases	
Building	SF	Building	SF
Central Plant Expansion	2,000	Medical Office Bldg A	100,000
ED Entry Expansion	2,000	Medical Office Bldg B	100,000
Patient Care Tower	240,000	Central Support Tower	90,000
		3rd St. Expansion	30,000
Total Initial Phase	244,000	Total Future Phases	320,000
Total Proposed Building Square Footage		564,000	
Initial Phase Parking		Future Phase Parking	
PCT Parking Garage	110,000	MOB Parking Garage	260,000
<i>*All square footages are approximate based on current projections.</i>			
Total Proposed New Square Footage (incl. parking):		934,000	

Good Samaritan Hospital Campus Parcel Summary			
Parcel #	Area (ac.)	Parcel #	Area (ac.)
9810000130	0.26	7790000566	3.51
9810000140	0.09	7790000565	1.09
9810000151	0.26	9810000014	3.90
9810000161	0.2	9810000015	6.56
9810000120	0.43	9810000016	0.05
7766000010*	0.24	9810000643	0.44
7766000020*	0.1	9810000644	0.65
7766000030*	0.07	9810000645	0.23
0420342141	0.17	7080000251	3.32
0420342112	0.46	7080000181	0.26
0420342081	0.32	7080000182	1.71
0420342104	0.25	0420342146	1.46
0420342124	0.03	0420342147	1.96
0420342035	0.22	0420342148	0.77
7080000132	1.57	0420342151	0.79
7790000558	0.42	0420342150	0.76
7790000554	1.66	0420342149	0.65
Total Acres		34.86	

EXHIBIT B: MEMORANDUM OF UNDERSTANDING

Inserted following this page.

GOOD SAMARITAN HOSPITAL – PATIENT CARE TOWER

MEMORANDUM OF UNDERSTANDING (MOU) – FINAL PERMIT PROCESSING

A. Purpose and Need

This Memorandum of Understanding (“MOU”) is entered into by the City of Puyallup (the “City”) and MultiCare Health System (“MultiCare”).

- i. The City acknowledges the significant public benefits of the MultiCare Good Samaritan Hospital (“MGSH”) campus Master Plan (the “Plan”) and the new patient care tower project. The Plan and the project aim to provide critical healthcare services to the Puyallup community and the region, create and sustain employment and education opportunities in the healthcare field within the City, and generate essential sales, construction, and property taxes that are crucial to the City’s revenues. The Plan and project will also implement appropriate measures to mitigate direct impacts of the development approved in the Plan.*
- ii. MultiCare received Certificate of Need (“CON”) approval for the new patient care tower and related enabling projects from the Washington State Department of Health (“DOH”) in August 2023. Under that CON approval, MultiCare has two (2) years to commence construction on the work authorized by DOH under the CON. In other words, MultiCare has until August 2025 to commence construction of the tower or an enabling project to support tower construction.*
- iii. MultiCare and the City are engaged in land use permitting for the Plan and associated environmental review (“EIS”) processes that began in early 2023 and are ongoing.*
- iv. The MOU is needed to provide a customized ministerial permitting pathway that supersedes typical City processes. Typically, final ministerial permits associated with a Master Plan and associated EIS would not be allowed to be submitted until the final EIS is issued and the Master Plan is adopted, per City permit submittal policies.*
- v. Due to the complexity associated with the preparation of the EIS and the associated adoption of the Master Plan, completion of these processes is not expected until March 2025, leaving only a few months until the deadline for MultiCare to commence construction under the CON for review of permits, and full design and construction permitting for the patient care tower will require much longer design and review timelines by MultiCare’s consultants and City staff. Even permits for early enabling work are conservatively expected to require six months of review time by City staff after submittal.*
- vi. In order to review and approve the permit(s) for the new patient care tower or the associated enabling project, additional time is required to allow for advanced submittal of construction permits. This MOU aims to meet this requirement and establish a timeline for the ministerial permit process to ensure that the final construction permit documents*

supporting the patient care tower and enabling project are prepared, reviewed and approved in a timely manner.

B. Project Schedule

EIS and Master Plan milestone targets:

- i. November 2024 – Draft EIS Issuance*
- ii. March 21, 2025 – Final EIS Issuance*
- iii. April 2025 – Master Plan consideration by Council*

MGSH Projects:

MultiCare has identified an enabling project, which involves a phased kitchen renovation, with the intent of satisfying its August 2025 deadline for commencement of construction under the CON. When available, MultiCare will provide its proposed construction schedule for said enabling project and will further endeavor to update the City regarding the building permitting process for the patient care tower and the remaining construction projects under the Plan. Upon receiving specific timeline information, the parties will collaborate to define anticipated submittal timelines and overall permit timing. When specific permit scheduling information is provided, the parties will mutually agree on whether the indemnified projects will fall within the scope and intent of this MOU.

C. Permit Submittal – Timing

This section establishes that the new patient care tower and associated enabling project improvement permit(s), may be submitted following the issuance of the draft EIS for the project. In a typical process, the final permits would not be allowed to be submitted until SEPA has concluded and a Master Plan is adopted, although there is no state law or code requirement for this process, it has been prior City practice and Department procedure.

Based on the current EIS project schedule (dated August 2024), the draft EIS is anticipated to be issued in November 2024. The EIS schedule has been previously delayed because of consultant workloads.

D. Review Timelines

This section establishes non-binding timelines for review and for resubmittal by the applicant. All permits submitted under this section are assumed to be the substantially complete, ready for construction design set. MultiCare may request a pre-application meeting with the City to review MultiCare's prospective permit submittals, including compliance with applicable codes and other matters relevant to the project and permit at issue.

- i. **First submittal review.** Review of first submittal of any permits for the patient care tower or associated enabling work – 35 business days; if the first submittal relates to internal improvements to existing facilities – 20 business days.
- ii. **Comment responses.** Redesign and response to comment by the applicant – 20 business days.
- iii. **Further submittal reviews.** Review of any subsequent resubmittal(s) – 15 business days.
- iv. **Meetings.** Collaboration meeting between the City and applicant to resolve any outstanding comments may be requested by the applicant and should occur no later than 10 business days following City's review of resubmittals.

E. Applicant/City Staff Coordination

This section establishes the need for coordination between City staff and MultiCare's design team.

The City acknowledges the need for expeditious review of permit submittals and is committed to this goal. If deemed necessary by the Parties based on the scope of the comments and status of the applicable project, City staff and MGS's design team will convene a comment resolution meeting to inform the City of how issues will be resolved in subsequent resubmitted design documents and to discuss the adequacy of or other options for resolving issues.

[Signatures begin on following page]

Dated: October 22, 2024

MultiCare Health System



By: James G. Lee
Its: EVP Population Based Care and Chief
Financial Officer

Dated: 10/25/2024

City of Puyallup

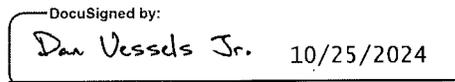
DocuSigned by:


By: Steve Kirkelie
Its: City Manager

Approved as to form:

DocuSigned by:
 10/25/2024
EF5B8A5DC2E5544B...
Joseph N. Beck
City Attorney

Attest:

DocuSigned by:
 10/25/2024
E12281903A9A459...
Dan Vessels Jr.
City Clerk

2024.10.10_Good Sam - City of Puyallup MOU

Final Audit Report

2024-10-22

Created:	2024-10-10 (Pacific Daylight Time)
By:	Cheryl Tobie (Cheryl.Tobie@multicare.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp88Lc_GEvdppxS_PQGIppfR2CdGSqux5

"2024.10.10_Good Sam - City of Puyallup MOU" History

-  Document created by Cheryl Tobie (Cheryl.Tobie@multicare.org)
2024-10-10 - 2:33:38 PM PDT
-  Document emailed to james.g.lee@multicare.org for signature
2024-10-10 - 2:34:26 PM PDT
-  Email viewed by james.g.lee@multicare.org
2024-10-10 - 2:46:37 PM PDT
-  Email viewed by james.g.lee@multicare.org
2024-10-22 - 10:11:52 AM PDT
-  Signer james.g.lee@multicare.org entered name at signing as James Lee
2024-10-22 - 10:13:28 AM PDT
-  Document e-signed by James Lee (james.g.lee@multicare.org)
Signature Date: 2024-10-22 - 10:13:30 AM PDT - Time Source: server
-  Agreement completed.
2024-10-22 - 10:13:30 AM PDT

EXHIBIT C: FRONTAGE PHASING PLAN

A. Purposes and Statutory Basis.

This Frontage Phasing Plan is provided for the purposes of (1) setting forth development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of real property for the duration specified in the attached Agreement pursuant to PMC 1.15.010-020; (2) elaborating and clarifying the permitted phasing of the project's frontage pursuant to PMC 1.15.060; and (3) allowing processing of individual, phased construction projects with greater certainty than would be possible if the Master Plan did not exist, pursuant to PMC 20.80.000. The City's approval of phasing plans is expressly contemplated at PMC 20.58.005(2) and 20.88.020(1)(b), and its approval of deviations from default frontage engineering standards is expressly contemplated at PMC 11.08.160.

B. Frontage Phasing Plan

1. All work set forth in the below phases (the "Frontage Work") shall be completed in a workmanlike manner, in compliance with all applicable codes and standards that are in effect as of the date the applicable construction permit application is submitted, unless a deviation is duly authorized by the City. The City may decline to issue a final certificate of occupancy for the improvements in a given phase until the applicable frontage improvements for that phase are completed as described in this Frontage Phasing Plan.

2. Each below-described phase of the Frontage Work, when completed in compliance with all applicable codes to which the phase is vested, is deemed and shall be deemed all of the frontage work required for each given phase of Project improvements under the Master Plan.

3. Enabling Phase.

A. Kitchen. MHS proposes the completion of work to enable the future construction of the patient care tower on campus, comprised of expanding the Good Samaritan Hospital Campus's existing Nutrition Department (the "Kitchen"), including new storage, ware wash, cooking, and office spaces serving multiple departments, followed by new tray makeup, cooking, and further office spaces. Supporting infrastructure for these aspects of the Kitchen project will also be constructed as part of this work. Prior to the City's issuance of a permanent certificate of occupancy for said kitchen project, MHS shall complete the "Kitchen Enabling Work" set forth in Exhibit C-1 below.

B. Ambulance Bays. All ambulance bay improvements shall be consistent with the Master Plan. MHS's commencement of Phase I the "Ambulance Bay Enabling Work" set forth in Exhibit C-2 below and in the approved Master Plan will be a condition of the earlier of: (i) final inspection signoff or acceptance (or equivalent) of the completion of the emergency department expansion project included in the Master Plan; or (ii) the issuance of a certificate of occupancy (or equivalent) for the patient care tower project included in the Master Plan. Completion of Phase II of the ambulance bay improvements will be a condition of the City's

issuance of a certificate of occupancy (or equivalent) for the 3rd Street Expansion, as that project is described further in the proposed Master Plan

4. Master Plan Frontage Phases. The following frontage improvements (the “Master Plan Phased Frontage Work”) shall be delivered in conjunction with the phases of work generally described and defined in the Master Plan. For informational reference, a general depiction of these frontage phases is attached hereto as Exhibit C-3 below.

A. Master Plan Phase 1. Prior to the City’s issuance of a permanent certificate of occupancy for the patient care tower described in Phase 1 of the Master Plan, MHS will improve the frontage along the northerly side of 15th Avenue SE, from 3rd Street SE to the vacated portion 6th Street SE that serves as an entry point to the roundabout in front of Dally Tower (as depicted further in Exhibit C-3). MHS’s proposed area of frontage improvement along 15th Avenue SE will supplement: (i) any required traffic mitigation associated with the tower; and (ii) the Ambulance Bay Enabling Work.

B. Master Plan Phase 2. Prior to the City’s issuance of a permanent certificate of occupancy for the construction of Medical Office Building (“MOB”) A, MHS will improve frontage on portions of both the north and the south sides of 13th Avenue SE as shown on Exhibit C-3. This scope is due to the relative proximity of the structure to 13th Avenue SE and because the likeliest point of road access for this building (15th Avenue SE) will be improved as a part of the earlier Phase 1. For an absence of doubt, the improvements to the north side of 13th Avenue SE are voluntary improvements that have been proposed by MHS and would not be required by the City under the applicable Code provisions. *See* PMC 11.08.135(3) (“The frontage improvements shall be required along all street frontage adjoining the property upon which such building will be placed.”)

C. Master Plan Phase 3. Prior to the City’s issuance of a permanent certificate of occupancy for the construction of MOB B, MHS will improve the northerly frontage of 15th Avenue SE between 5th Street SE and the unopened 7th Street SE right-of-way.

D. Master Plan Phase 4.

1. Support Tower. Prior to the City’s issuance of a permanent certificate of occupancy for the support tower, MHS will improve areas on both the north and the south sides of 13th Avenue SE as shown on Exhibit C-3. This scope is due to the proximity with the support tower and logical contiguity with the primary hospital buildings. Again, for the absence of doubt, MHS has offered to provide these frontage improvements as part of this Frontage Phasing Plan, which will supplementally improve the north side of 13th Avenue SE in Phase 4 beyond what would be required under baseline Code. *See* PMC 11.08.135(3) (quoted above).

2. Third Street Expansion. Similarly, in conjunction with the expansion of 3rd Street SE that is proposed under Phase 4 of the Master Plan, MHS will improve the frontage areas clouded accordingly on Exhibit C-3, along the easterly and westerly frontage of 3rd Street SE, together with the clouded area along the northerly frontage of 14th Avenue SE and limited portions of 13th Ave SE north and south frontage near the corner of 3rd Street SE and 13th Avenue SE, as shown in Exhibit C-3. Again, for absence of doubt, this phase would also provide

additional areas of frontage improvements beyond those that would be required by the City under the Code's standard rules. *See* PMC 11.08.135(3) (quoted above).

A. City Engineer's Review and Approval.

Consistent with the Requirements of PMC 11.08.160, the City Engineer has reviewed this Frontage Phasing Plan in the context of (A) the Master Plan, (B) the Final Environmental Impact Statement thereto, (C) and other applicable documents on file with the City. Informed by these matters, and subject to general compliance with the Master Plan, the City Engineer has found that this Frontage Phasing Plan constitutes a reasonable implementation of Code Chapter 11.08 (Encroachments, Obstructions and Construction of Highways and Sidewalks), the Frontage Phasing Plan will not be contrary to the intent of Ch. 11.08 PMC, or contrary to the public interest, safety, health and welfare.

The City Engineer has further found that to the extent of any deviation, due to special conditions or exceptional characteristics of the subject Campus property (as further defined in the Development Agreement) a literal enforcement of Ch. 11.08 PMC would result in both practical difficulties and unnecessary hardships.

City Engineer for the City of Puyallup

Hans Hunger

**Accepted and Agreed:
MultiCare Health System**

By:
Title:

EXHIBIT C-1: KITCHEN ENABLING WORK

Please see following page.

EXHIBIT C-1: KITCHEN ENABLING WORK

The following is a list of field inspected improvements provided by City Engineering inspectors during the scoping of the kitchen enabling work project.

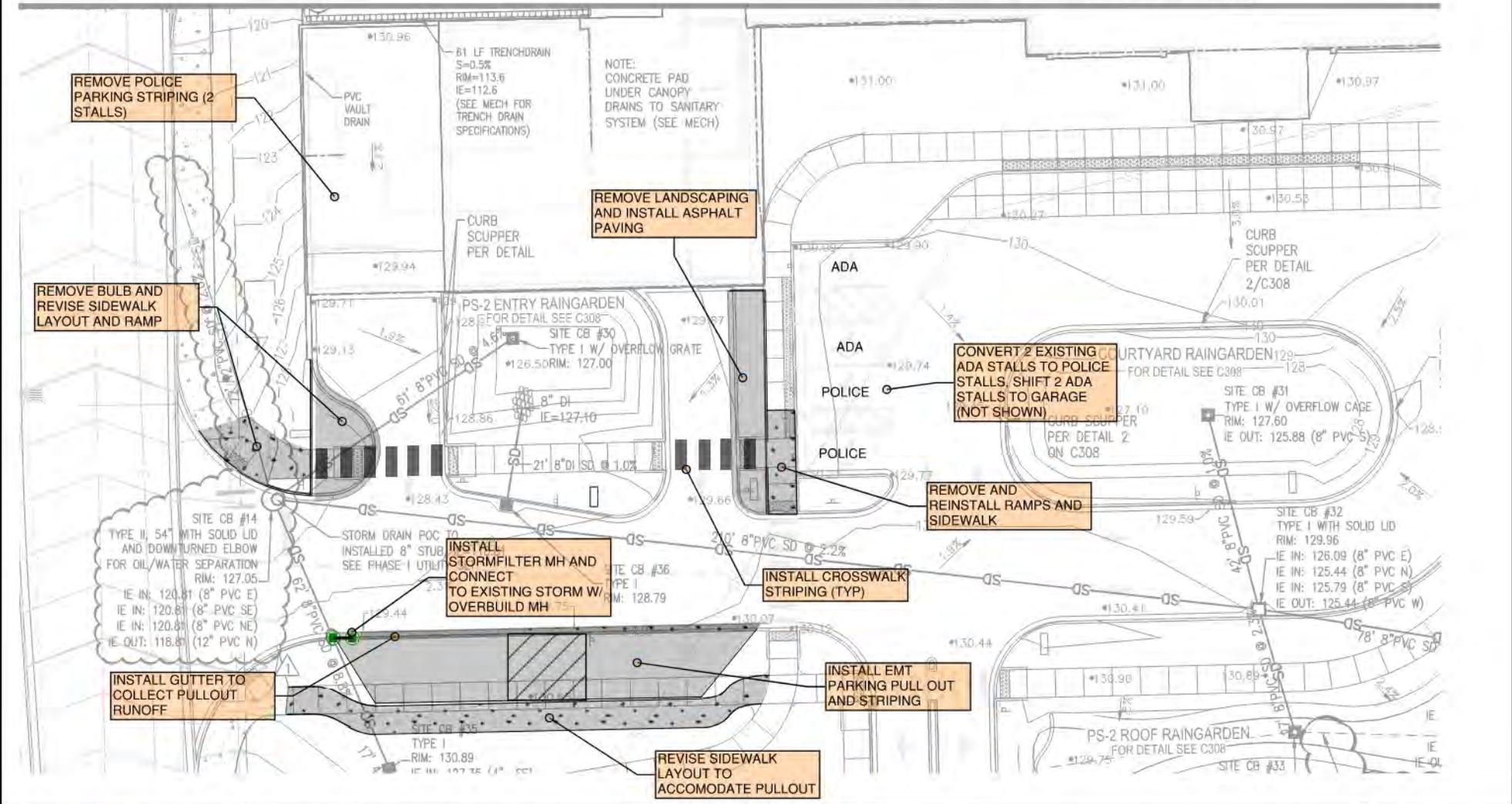
City of Puyallup Comment	Location	
Crosswalk striping to cross 3rd St SE at 15th Ave SE in bad condition.	3rd St SE (N Bound S to N)	
Glue down truncated domes in pedestrian refuge area (roundabout splitter island) in crosswalk crossing 3rd St SE edges are cracked and missing.	3rd St SE (N Bound S to N)	
Cross walk striping across emergency room approach faded.	3rd St SE (N Bound S to N)	
Streetlight J-boxes along 3rd St SE are not tack welded shut.	3rd St SE (N Bound S to N)	
Vegetation in planter encroaching onto sidewalk.	3rd St SE (S Bound N to S to 14th Ave SE)	
Streetlight J-boxes along 3rd St SE are not tack welded shut.	3rd St SE (S Bound N to S to 14th Ave SE)	
Vegetation in planter encroaching onto sidewalk.	14th Ave SE (W Bound E to W)	
All street light j-boxes are not secured.	15th (E Bound W to E)	
None of the street lights are stenciled "C".	15th (E Bound W to E)	
Cross walk stripes are worn off.	15th (E Bound W to E)	
Small rockery is falling into the sidewalk.	15th (E Bound W to E)	
Cross walk markings at next block up are warn in both directions.	15th (E Bound W to E)	
Advanced warning stop sign is bubbled and peeling.	15th (E Bound W to E)	
Stop bar for 15th and 5th is warn.	15th (E Bound W to E)	
Crosswalk bars are worn crossing 5th.	15th (E Bound W to E)	
None of the stop signs meet the minimum 7' height requirement.	15th (E Bound W to E)	
Debris falling on sidewalk where rockery is located.	15th (E Bound W to E)	
Multiple wall pilings are rusted and paint chipping. Should be cleaned up and repainted.	15th (W Bound E to W)	
Multiple street light j-boxes are unsecure.	15th (W Bound E to W)	
Multiple street light grout at base is cracked, loose, and missing.	15th (W Bound E to W)	
Multiple street lights are not labeled with a "C".	15th (W Bound E to W)	
15th and private road 5th stop signs do not meet the 7' minimum height requirement.	15th (W Bound E to W)	
Cross walk bars are worn crossing private road 5th.	15th (W Bound E to W)	
Left turn pocket marking are worn.	15th (W Bound E to W)	
Cross walk bars N to S across 15th are worn.	15th (W Bound E to W)	
Yield pavement markings on W bound 15th worn.	15th (W Bound E to W)	
FDC, near brick building along north side of 15th, has no designated building numbers.	15th (W Bound E to W)	
All curb and crosswalks need to be repainted	13th Ave SE (W Bound E to W)	
Crosswalk sign 480' bent post	13th Ave SE (W Bound E to W)	
Parking lot signs leaning into the sidewalk 760'	13th Ave SE (W Bound E to W)	
Chain link fence bent in to walkway around 300'	13th Ave SE (W Bound E to W)	
Crosswalk sign 208' needs to be raised	13th Ave SE (W Bound E to W)	
All curb and crosswalks need to be repainted	13th Ave SE (W Bound E to W)	

EXHIBIT C-2: AMBULANCE BAY ENABLING WORK

Please see following pages.

Exhibit C-2

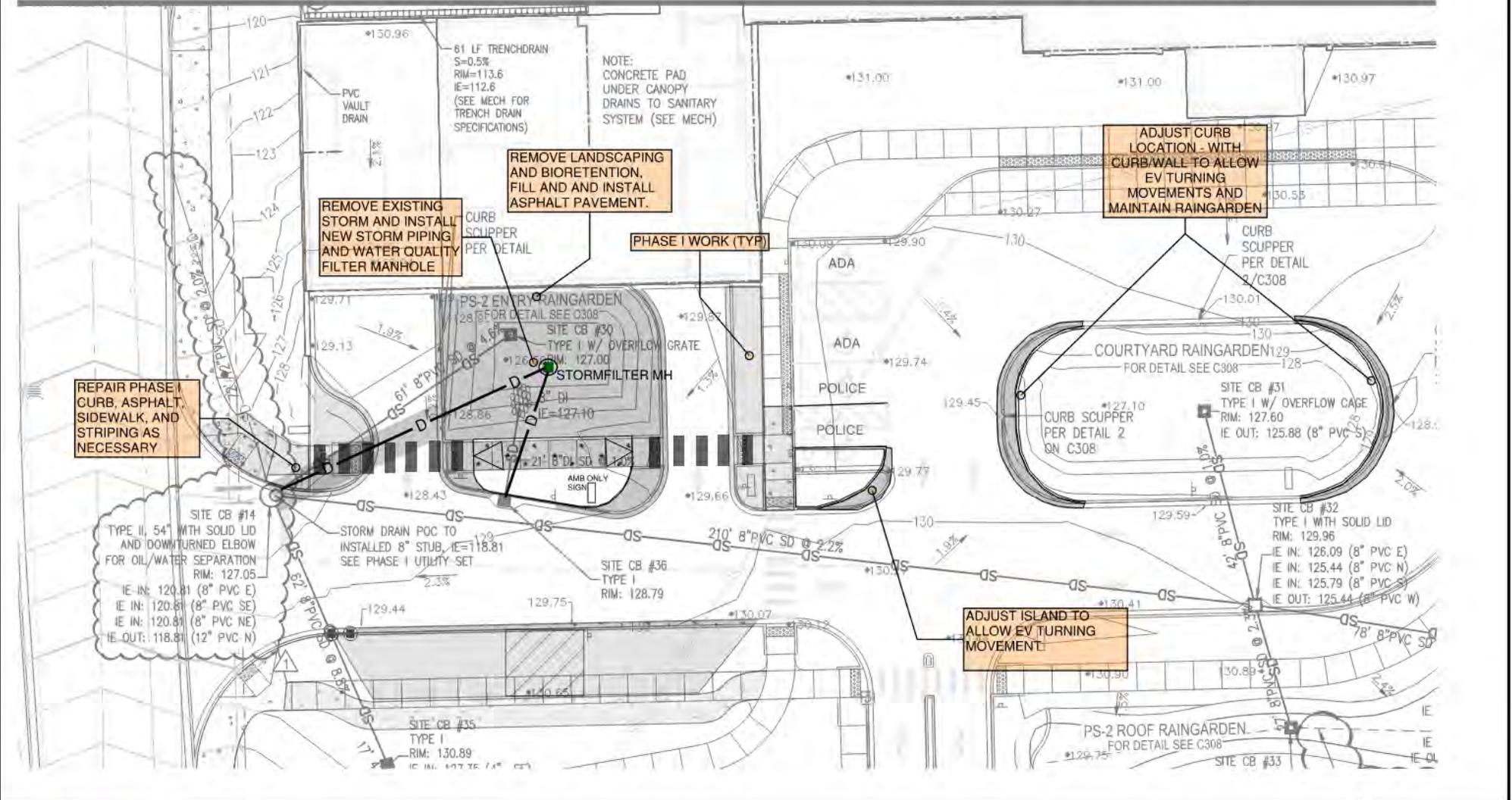
FOR CONTINUATION SEE C300, C301




2215 North 30th Street
Suite 300
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

GOOD SAMARITAN HOSPITAL		Appendix Fig. AMB1
AMBULANCE BAY REVISIONS - PHASE I		
DRAWN BY: SBD/DN	DATE: 10/21/2024	

FOR CONTINUATION SEE C300, C301



2215 North 30th Street
Suite 300
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

GOOD SAMARITAN HOSPITAL

AMBULANCE BAY REVISIONS - PHASE II

DRAWN BY: SBD

DATE: 10/21/2024

JOB NO.: 2220223.11

**Appendix
Fig. AMB2**

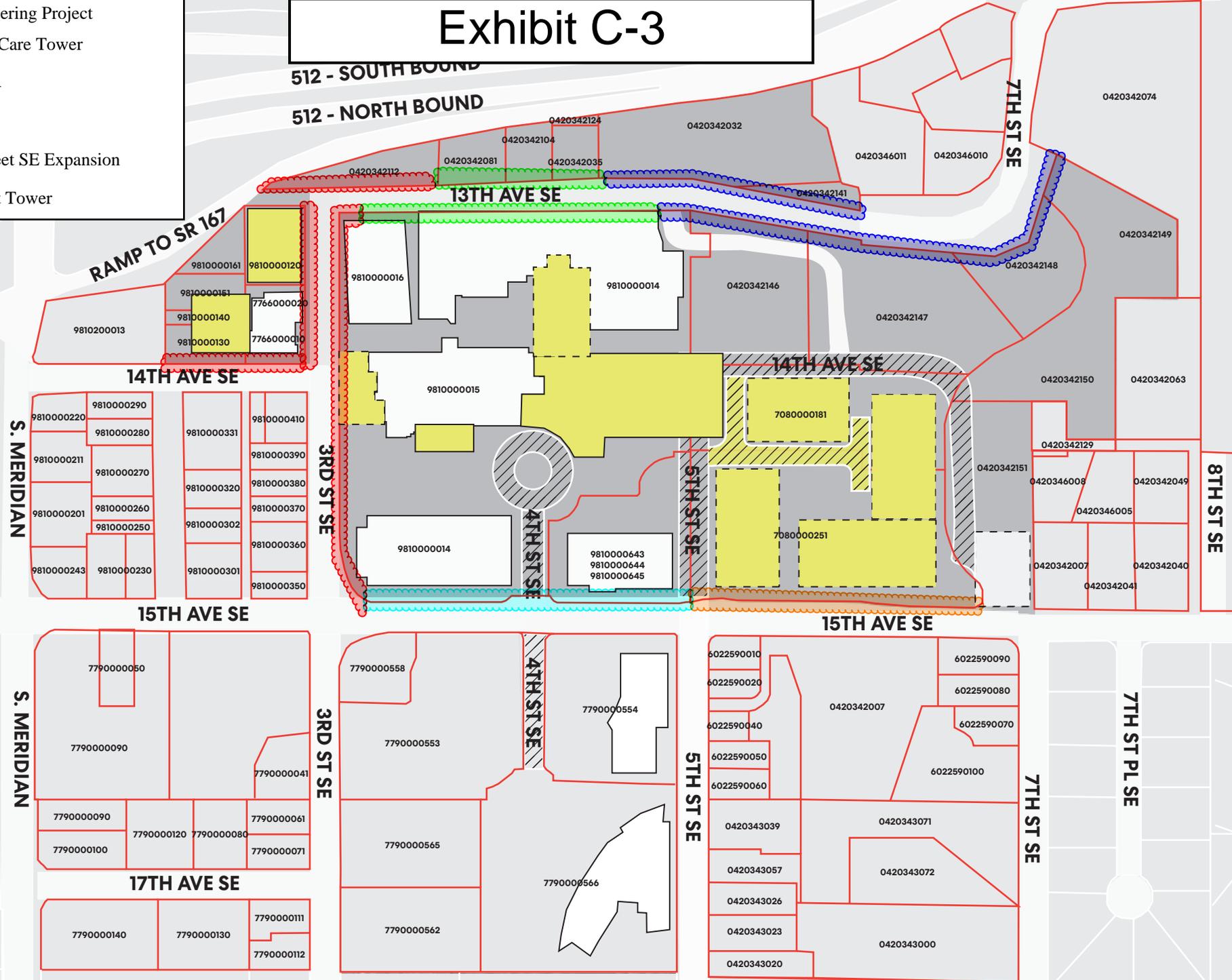
EXHIBIT C-3: PLAN SHEET TO FRONTAGE PHASING PLAN

Please see following page.

Exhibit C-3

Triggering Project

-  Phase 1 - Patient Care Tower
-  Phase 2 - MOB A
-  Phase 3 - MOB B
-  Phase 4 - 3rd Street SE Expansion
-  Phase 4 - Support Tower



LEGEND

-  PRIVATE ROAD
-  PROPOSED EXPANSION

EXHIBIT D: TRANSPORTATION IMPACTS AGREEMENT

This Transportation Impacts Agreement (“**Agreement**”) is attached to, supplements, and is made part of the Development Agreement for MultiCare Good Samaritan Hospital Master Plan between the City and MHS dated _____, 2026 (“**Development Agreement**”). All initially capitalized terms not defined herein shall have the same meanings as set forth in the Development Agreement.

RECITALS

A. This Agreement incorporates by reference the terms and conditions of the Development Agreement.

B. The Parties anticipate that the varying portions of the Project, if completed, will increase traffic to the Campus and may have impacts on City streets, intersections, and other transportation infrastructure. As a part of its environmental impacts review of the Project, the City engaged Jacobs Engineering Group Inc. (“**Jacobs**”) to conduct a traffic impact and safety analysis of the Project to determine whether traffic impact mitigation measures are warranted to address potential Project impacts relative to current traffic conditions, as reflected in Jacobs’s Good Samaritan Hospital Traffic Operations Technical Memorandum and related Good Samaritan Safety Analysis (collectively, the “**2025 Traffic Analysis**”). Based on the 2025 Traffic Analysis, Jacobs identified mitigation strategies to address traffic impacts of the Project at current and future design phases to meet the City, Pierce County (“**County**”), and the Washington State Department of Transportation (“**WSDOT**”) level of service standard thresholds (collectively, the “**Mitigation Measures**”).

C. Among other things, in the 2025 Traffic Analysis Jacobs analyzed 2023 existing conditions, 2028 “no-build” and “build” alternatives with Phase 1 (defined below) land uses, a 2043 “no build” alternative, and a 2043 “build” alternative in both a “full build” scenario and a “partial-build” scenario that would exclude the 100,000 square foot medical office building under consideration for the second Phase of the Master Plan. Jacobs analyzed the 2028 “build” alternative based on a planned 200-bed patient care tower, and analyzed the 2043 scenarios based on that same patient care tower plus two 100,000 square foot medical office buildings in the “full build” scenario, or one 100,000 square foot medical office building in the “partial-build” scenario.

D. Accordingly, pursuant to the Development Agreement and as further set forth herein, MHS has agreed to, among other things, pay fees imposed or agreed to in accordance with the terms of the Development Agreement and as further set forth in this Agreement, for the purpose of implementing applicable Mitigation and Updated Mitigation Measures (defined below) agreed by the Parties and to compensate the City for traffic impacts to the extent caused by the Project.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Recitals; Exhibits.** The recitals above and the exhibits attached hereto are hereby incorporated into this Agreement.

2. **Phase 1 Mitigation Measures.** The Project will be implemented in several development phases, each comprised of one or more elements, and all of which are described in the Master Plan (each, a “**Phase**” and collectively, the “**Phases**”). The 2025 Traffic Analysis identifies the Mitigation Measures for the first Phase (“**Phase 1**”) of the Project. This Agreement does not govern MHS’s completion of the

Mitigation Measures associated with Phase 1; those Mitigation Measures will be implemented in accordance with the Development Agreement and Master Plan.

3. Future Phases of Development. Concurrently with or after MultiCare’s completion of Phase 1 and its associated mitigation Measures, MultiCare may propose to construct a facility that is included in the approved Master Plan but is of a different size or scope than is otherwise described in the Master Plan (each, an “**Amended Facility**”) that is within the scope of any Phase following Phase 1. To assess the traffic impacts of each proposed Amended Facility, MHS may, at its cost and expense and in its sole discretion, commission a new traffic impact study in accordance with Section 4 (a “**TIA**”). For the avoidance of doubt, MHS will rely upon the 2025 Traffic Analysis for the construction of any facilities that are substantially similar to those facilities included in the approved Master Plan.

4. TIA Requirements. If MHS elects to commission a new TIA to evaluate the traffic impacts resulting from the then-applicable Amended Facility, the TIA shall comply with the following requirements:

4.1. MHS will present its plans for the Amended Facility to the City, including sufficient detail for MHS and the City to determine material differences, clarifications, or refinements between the description of the proposed Amended Facility (each, a “**Facility Description**”) and the same facility’s attributes in the Master Plan.

4.2. The TIA will be based on the Facility Description, and may be conducted by a qualified traffic consultant selected by MHS, provided that MHS must provide the City with advance notice of its proposed traffic consultant for the City’s reasonable feedback. Notwithstanding the foregoing, the City reserves the right to require the use of a City-approved traffic consultant. If the City chooses to exercise this right, it shall provide MHS with a list of at least three approved traffic consultants, and MHS may select any consultant from among those three.

4.3. The consultant shall conduct new traffic counts and complete a new traffic impact analysis to determine: (a) if the findings from the 2025 Traffic Analysis are accurate based on the Facility Description and any changed traffic circumstances; and (b) whether any of the Mitigation Measures should be amended, replaced, or eliminated to address potential impacts resulting from the Amended Facility detailed in the Facility Description and the future Phases based on the then-current traffic conditions (any such changes to the 2025 Mitigation Measures are referred to as the “**Updated Mitigation Measures**”).

4.4. The TIA shall include new traffic counts at intersections and calculated expected levels of service² at each of those intersections under the conditions prior to any of the Master Plan phases being implemented, the then-existing conditions prior to the Amended Facility being implemented, and at the end of the future Phases, based on reasonable assumptions regarding the Project, Amended Facility, and other estimated project-specific or general background growth. To the greatest extent possible, the TIA

² Level of service (LOS) is a term commonly used by transportation practitioners to measure and describe the operational characteristics of intersections, roadway segments, and other facilities. This term equates seconds of delay per vehicle at intersections to letter grades “A” through “F,” with “A” representing optimum conditions and “F” representing breakdown or over-capacity flows. The LOS for a signal-controlled intersection is defined by average delay of all movements. The LOS for an unsignalized two-way-stop-controlled (TWSC) intersection is defined by the worst movement delay. The complete methodology is established in the Highway Capacity Manual.

shall estimate which trips and traffic conditions are caused (or will be caused) by the Project and its users, and which are not. Any mitigation measures proposed in the new TIA shall offset any as-yet-unmitigated traffic impacts associated with the cumulative traffic generated from previous implemented Project phases as well as new Amended Facilities.

4.5. The TIA and the updates included therein, including, but not limited to, methods and locations for traffic counts and level of service standards to be applied to impose mitigation shall be performed accordance with then applicable requirements established by the City, County, or WSDOT, as applicable, and otherwise in accordance with other applicable standards and methodology then in effect and used in connection with comparable projects similar to the Project in or around Puyallup, Washington.

5. **Term.** The term of this Agreement shall be for the term of the Master Plan, including to the extent of any lawful extensions or renewals thereof.

6. **Default and Dispute Resolution.** This Agreement is subject to the Default and Dispute Resolution provisions set forth in the Development Agreement.

7. **Conflict.** In the event of a conflict between this Agreement and any other exhibits or addenda to the Development Agreement, this Agreement shall prevail.

MultiCare Health System

Dated: _____, 2026

By: William G. Robertson
Its: Chief Executive Officer

City of Puyallup

Dated: _____, 2026

By: Steve Kirkelie
Its: City Manager

Approved as to form:

Attest:

Joseph N. Beck
City Attorney

Dan Vessels Jr.
City Clerk