



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, February 6, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. INTERVIEWS

- A. Salary Commission Applicant
- B. Planning Commission Applicant
- C. Economic Development Advisory Board Applicant

3. PRESENTATION

- A. Mt. View Community Center - Jessie Holden
- B. School Impact Fee Discussion

4. COUNCIL BUSINESS

- A. Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B. Comcast Franchise Agreement

5. OTHER COUNCIL ITEMS

6. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



City Of Edgewood Council Agenda Summary Sheet

Subject: Salary Commission Applicant	Agenda Item #: 2.A
	For Agenda of: 2/6/2024
	Prepared by: Rachel Pitzel
Attachments (list): 1. SC Public Roster 02.06.24	
Approval of Materials: Rachel Pitzel	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/06/2024 SS Interview 02/13/2024 RCM Approval

Summary Statement:

The city has received an application to fill one of the two open positions on the Salary Commission. Per the Council Rules, once the applications are received, the City shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the council. Tonight, council will conduct an interview with Mr. Joseph Coyle, who has volunteered to serve on the Salary Commission.

As done in the past, council each takes a turn asking the applicant a question regarding their interest in serving. Mayor Olson will present his recommendation at the next regular council meeting for approval and appointment.

Item History:

Recommended Action:

Hold a discussion, interview regarding the candidate seeking appointment to Position No. 2 on the Salary Commission.

Fiscal Note/Consideration:



SALARY COMMISSION BOARD

Position	Title	First Name	Last Name	Term Expires
1		Shelly	Osmonson	12/31/2025
2	PROPOSED	Joseph	Coyle	12/31/2026
3	VACANT			12/31/2026
4	Chair	Jason	Neil	12/31/2025
5		Gary	Lent	12/31/2025



City Of Edgewood Council Agenda Summary Sheet

Subject: Planning Commission Applicant	Agenda Item #: 2.B
	For Agenda of: 2/6/2024
	Prepared by: Lauren Balisky, Evan Hietpas
Attachments (list):	
Approval of Materials: Lauren Balisky, Evan Hietpas	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02.06.2024 Study Session 02.13.2024 Regular Council Meeting

Summary Statement:

Position 5 on the City's Planning Commission is currently vacant. Jan Furey submitted an application to the City for this position. This agenda item provides an opportunity for the applicant to speak with Councilmembers and the Mayor in preparation for a final decision at the February 13, 2024 meeting.

Item History:

N/A

Recommended Action:

Applicant, Councilmembers and Mayor discuss the appointment for Position 5 of the Planning Commission.

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Economic Development Advisory Board Applicant	Agenda Item #: 2.C
	For Agenda of: 2/6/2024
	Prepared by:
Attachments (list):	
Approval of Materials:	Expenditure Required:
	Amount Budgeted:
	Timeline: February 6, 2024 Council Study Session Interviews February 13, 2024 Regular Council Meeting Appointment

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.32.020 for Economic Development Advisory Board (EDAB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Of the seven (7) total seats on EDAB, there are currently four (4) vacancies. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. All candidates shall be interviewed by the Council.

One (1) application has been received for the EDAB. This agenda item is intended to allow City Council to interview said applicant. At the next scheduled Regular Council Meeting, the Mayor shall appoint the chosen interviewee and the Council shall confirm or deny the appointment proposed by the Mayor. The appointment confirmation is scheduled to occur during the regular council meeting next week (February 12, 2024) in anticipation of filling the vacant Position 1 vacancy.

Item History:

N/A

Recommended Action:

Conduct interviews for the Economic Development Advisory Board Position 1 vacancy.

Fiscal Note/Consideration:

N/A

From: [Polm Jr, John A.](#)
To: [Daryl Eidinger](#); [Mark Creley](#); [Ryan Day](#); [Christi Keith](#); [Rosanne Tomyn](#); [John West](#); [Erica Buckley](#); [Nate Lowry](#); [Rachel Pitzel](#); [Jill Schwerzler-Herrera](#); [James Tumelson](#)
Cc: [Romero, Joseph](#); [Keaton, Michael D.](#); [Names, Madeleine D.](#); [Berg, David B.](#); [Kayaoglu, Turan](#); [Marcoe, Laura K.](#); [Martin, Brady L.](#); [Devereux, Brian J.](#); [Kevin Alfano](#)
Subject: Needed Council Action on School Impact Fees
Date: Friday, September 29, 2023 8:04:56 AM
Attachments: [10 02 23 Capital Facilities Plan Update Final 09.27.23.pdf](#)

Dear City of Edgewood Mayor, Council Members and Clerk,
Puyallup School District serves 23,000 students in Pierce County. The district also encompasses over 54 square miles and 144,000 residents. And it is growing.

I bring this to your attention because the City of Edgewood has development that is largely within our school district boundaries.

The school district is struggling to provide permanent classrooms with many of our students housed in portables around the district. Portables are considered temporary housing to accommodate growing enrollment when we cannot afford to build permanent facilities. We recently installed portables at Northwood Elementary in Edgewood due to growth in the attendance area.

Puyallup SD has run two capital levies (2022) and a bond measure (2019) that fell short of the required voter approval. We will continue to put measures before the voters, but we also need help from the Edgewood City Council. We need impact fees to be increased to help address rapid growth. I am requesting the City Council take action on:

First, the impact fees for new construction need to be increased to provide a realistic amount of money to accommodate new students. The current single-family rate of \$3,500 and multi-family rate of \$2,000 fall well short of the cost experienced by the district to serve families. (50% of the Unfunded Need - Single-family = \$31,966 and Multi-Family = \$15,250 per unit). Please see Puyallup School District Capital Facilities Plan Update Report attachment (pages 49-51) for more detail on the costs and calculations.

Second, the City Council should take action to support the passage of a Washington State constitutional amendment requiring a simple majority to pass a school construction bond. The change to simple majority is needed to help ensure sufficient housing capacity exists for students and that the current buildings can be maintained when critical systems need to be replaced e.g. roofs and HVAC.

Sincerely,

Dr. John Polm
Superintendent
Puyallup School District
Phone: (253-840-8950)
Address: 302 2nd ST SE, Puyallup, WA 98372



As of August 4, all PSD staff email addresses now end in @puyallupsd.org. Please update this email address in your contacts. Emails sent to the old email addresses ending in @puyallup.k12.wa.us will still be delivered for an indefinite period of time.

This is an external email. Please use caution when opening any attachments.

CAPITAL FACILITIES PLAN 2023-2028



P U Y A L L U P S D . O R G



(253) 841-8772
323 12th Street NW
Puyallup, WA, 98371



2023-2028 Capital Facilities Plan

Puyallup School District #3

302 2nd Street SE

Puyallup, Washington 98372

[Board of Directors](#)

Joseph Romero, President
David Berg, Vice President
Turan Kayaoglu, Director
Michael Keaton, Director
Maddie Names, Director

Superintendent
John Polm, Ed. D.

September 18, 2023

Prepared by:
Brian Devereux
Director of Facilities Planning
DevereBJ@puyallupsd.org
(253) 841-8772

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I. Executive Summary

The Puyallup School District Capital Facilities Plan (the “plan”) is a six-year plan intended to be reviewed and revised annually. It has been prepared by district staff as the organization’s capital facility planning document, in part, to support the use of school impact fees as provided for under the Washington State Growth Management Act.

The plan consists of: (a) an inventory of the existing schools, support facilities and properties owned by the Puyallup School District; (b) an enrollment history and growth projection through a thirteen (13) year time period; (c) an identification of the District's "levels of service" with respect to school buildings; (d) a forecast of the District's need for new construction, renovation and modernization (e) a plan that will finance the proposed construction projects, maintenance and property purchases within projected funding capacities and clearly identified sources of public money for such purposes.

The plan supports implementation of school impact fees as have been authorized by Pierce County, the City of Puyallup, the City of Edgewood, and the City of Fife. This plan will also provide a basis for mitigation under the State Environmental Protection Act (SEPA) or the State Subdivision Act.

Through board approval of this plan, the district identifies the Level of Service (“LOS”) relative to student instructional space to ascertain current and future school building capacity.

Our Mission:

To prepare and empower every student to reach their full potential and to thrive in school, society, work, and life.

Our Vision:

The Puyallup School District values academic excellence and ensures every student learns in safe and supportive environments in order to develop as critical thinkers ready to take on the world.

Through the completion of a robust needs assessment and with the mission, vision, and theory of action as a foundational guide, five priority areas have been identified as areas of focus for the Puyallup School District over the next five years. By clearly identifying these five areas of focus, the district will be able to pursue an intentional and targeted approach to meeting the district's needs and allocating resources to meet those needs.

1. Academic Achievement
2. Family and Community Engagement
3. Social-Emotional Supports
4. Staff Development, Culture and Satisfaction
5. Facilities, Safety, and Security



II. Introduction & Emerging Issues

Introduction

The [Puyallup School District](#) (the “district”) was organized in 1854 and was the third school district formed in the state of Washington. It is currently the sixth largest enrolled school district in the state, and second largest in Pierce County to Tacoma School District, serving nearly 23,000 students. The district employs approximately 1,560 certificated staff, 1,450 classified staff, and 570 substitute personnel, making it one of the largest employers in Pierce County.

The district is located six miles east of Tacoma, 30 miles south of Seattle, comprising approximately 54 square miles, with an estimated 2022 total population of 144,030 according to the Washington State Office of Financial Management Small Area Estimate report.

Grade Configuration

The Puyallup School District generally operates basic educational programs under the following general grade level configurations:

- Kindergarten through sixth grade housed in elementary schools.
- Seventh through ninth grade housed in junior high schools.
- Tenth through twelfth grade housed in senior high schools.

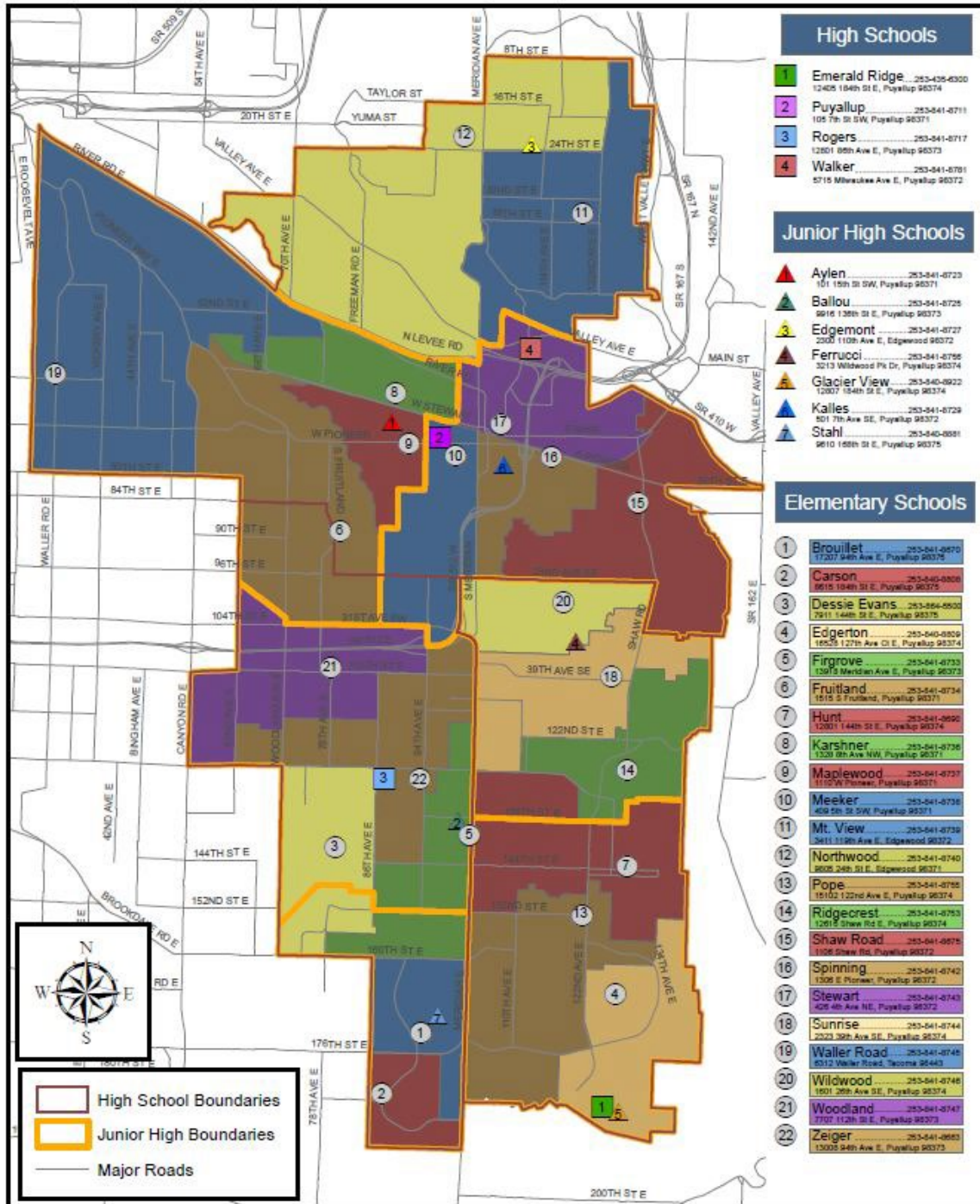
The exception is in the North Hill region of the district where Northwood Elementary and Mt. View Elementary house Kindergarten through fifth grade and Edgemont Junior High houses sixth through ninth grade.

As shown on Map 1, the Puyallup School District operates:

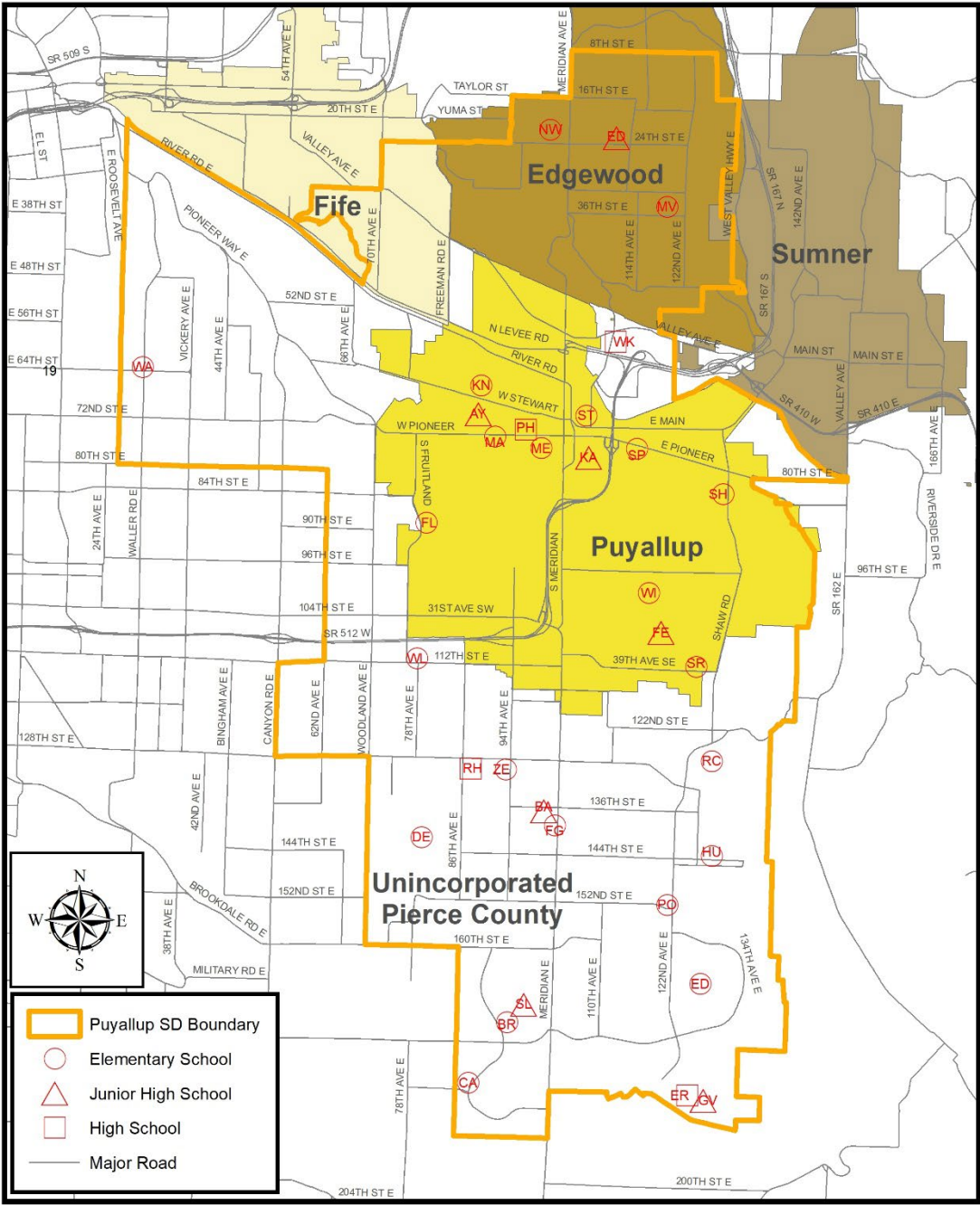
- Twenty-two elementary schools
- Seven junior high schools
- Three comprehensive high schools and one alternative high school
- Puyallup Digital Learning (PDL) and Puyallup Parent Partnership Program (P4)



Map 1 - Puyallup School District Service Area



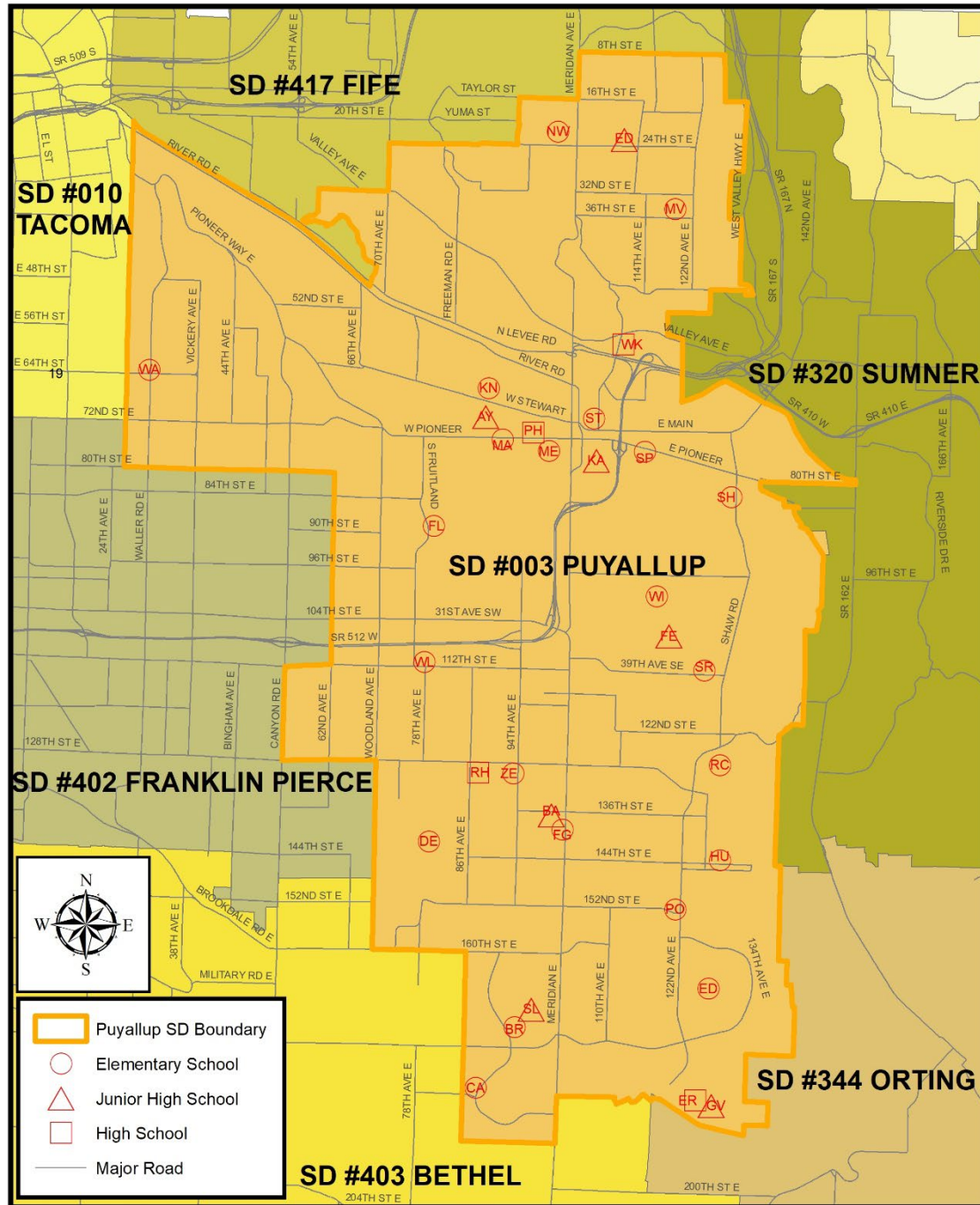
Map 2 - Cities in Puyallup School District



The following municipalities are located within the Puyallup School District service area: Edgewood, Fife, Puyallup, Sumner and unincorporated Pierce County. All municipalities, except for the City of Sumner, have an interlocal agreement with the Puyallup School District to assess school impact fees, as provided for by state GMA.



Map 3 - Surrounding School Districts



The following six school districts share a common border with the Puyallup SD: Bethel, Fife, Franklin Pierce, Orting, Sumner, and Tacoma.



Emerging Issues

School Capacity and Utilization Task Force

The district's proposed November 2019 High School Facility Improvements Bond for Safety, Security, and Growth fell short of the required 60 percent supermajority of yes votes needed to pass the measure, receiving 53.15% yes votes. If approved, the bond would have funded major capital improvements and expansion at Puyallup, Rogers, Emerald Ridge, and Walker high schools. As a result of the bond failure, however, overcrowding of high school permanent facilities will continue and is projected to increase over the next six-year period in absence of future high school capital projects.

In 2022, the district ran an \$125 million dollar capital levy to fund over 400 projects to address critical repairs and system equipment improvements districtwide. The February 2022 election failed to meet the minimum levy approval threshold of 50%, reaching 48.5% approval. The Board of Directors voted later in the year to run the capital levy again in November with minor revisions to the \$125 million dollar package. The November 2022 capital levy proposal received 49.76% approval, failing to meet the 50% minimum threshold for a second time.

Without the additional funding from these recent bond and levy proposals, the district will face financial challenges maintaining its existing inventory of facilities as well as provide the additional capacity needed to accommodate an increasing student enrollment primarily from new housing within the district. To assess these challenges and consider potential alternative solutions, the Board of Directors commissioned the [School Capacity and Utilization Task Force](#) to develop and evaluate recommendations to support the interim housing of students. The task force held its first meeting on June 8, 2023, and will continue to meet through the 2023-24 school year.

Closure of the Puyallup High School Library Science Building

The Library Science Building at Puyallup High School will be closed for 2023-24 school year and is planned to be demolished in the summer of 2024. The decision to close the building was based on its poor condition, lack of antiquated building system parts needed for repair, significant costs to maintain the building operable, and the long-range plan to demolish the building and improve/expand the main building in the Library Science building current footprint.

Staff and equipment from the Library Science Building have integrated into the main building for the 2023-24 school year as an interim solution. Three double-classroom portables are planned to be placed on campus and available for the 2024-25 school year.

COVID-19 Pandemic

On March 13, 2020, the U.S. President declared a national state of emergency and Governor Inslee ordered closure of all public and private K-12 schools in Washington State to contain the spread of COVID-19. Following these declarations, the school learning model transitioned from the traditional in-school instructional model to [a remote learning model](#). Students began transitioning



back to in-school instruction during the first quarter of 2021, following local health department guidelines.

An impact to enrollment was realized in public schools locally and nationally due to the pandemic. Prior to the pandemic, the Puyallup School District generally increased in enrollment year to year by several hundred students over the past decade. In the 2020-21 school year, however, an enrollment decline of more than 1,000 students occurred. The loss of enrollment was focused on the primary grade levels, particularly kindergarten. The district had a slight overall increase in enrollment in 2021-22, but not near the apex of enrollment seen in the district during the 2019-20 school year. The 2022-23 school year saw a large rebound in enrollment with an increase of over 500 students.

Birth Rate Trend

From 2016 to 2020, Pierce County saw birth counts decrease from 11,757 births to 11,045 births. This information is relevant to K-12 school districts, as annual birth counts are viewed as a leading indicator of future kindergarten enrollment. The district will continue to monitor annual birth counts in Pierce County in future enrollment projections.

K-3 Class Size Reduction

Research shows that smaller classes in the early grades help teachers succeed with low-achieving students. Class size reduction for primary grade levels has been a topic in the forefront with the state legislature in its attempt to meet its paramount duty to provide “ample” funding for basic education, as clarified by the widely known State Supreme Court “McCleary” decision on public education funding reform (2012), together with historic legislative bills ESHB 2261 (2009) and HB 2776 (2010).

The additional funding to lower class sizes has had an impact on elementary school building capacity. Lower class sizes require additional classrooms to house the same number of students districtwide. The district’s ability to meet the K-3rd grade class size target levels will result in the district’s ability to fully maximize the state funding available for which it is eligible as calculated by the Office of Superintendent of Public Instruction (OSPI).

Kindergarten Academy & General Education Preschool

Kindergarten Academy is a transitional kindergarten program designed to assist young learners who would benefit from additional support to be successful in kindergarten. The program is free and is available to families who meet district program requirements. Children who turn five after August 31st will be eligible. The program is offered currently at 13 elementary schools throughout the district. It is a full-time program, Monday-Friday, beginning in mid-October and ending in mid-June the following year. Please visit the [Kindergarten Academy page](#) on the Puyallup School District website for more information.



The district is also partnering with [Right at School](#) (RAS) to offer a preschool program at designated school sites. This tuition-based preschool program is independent of the district's special education preschool program. Since both the RAS preschool and Kindergarten Academy programs are housed in elementary school classrooms, they are included in [Table 5 – Elementary School Capacity Summary](#).



III. Inventory of School and Support Facilities and Other District Property

The Puyallup School District maintains over 2.6 million square feet of building space and owns over six hundred acres of property. The following tables provide a summary of:

- Inventory of Current School Facilities
- Inventory of Specialized Instruction and Support Facilities
- Inventory of Undeveloped and Underdeveloped Property



TABLE 1 - Inventory of Current School Facilities

Name	City / County Jurisdiction	Address	*Program Capacity
Elementary (K- 6th grade)			
Brouillet	Pierce County	17207 94th Ave E, Puyallup 98375	448
Carson	Pierce County	8615 184th St E, Puyallup 98375	638
Dessie Evans	Pierce County	7911 144th St E, Puyallup 98375	944
Edgerton	Pierce County	16528 127th Ave Ct E, Puyallup 98374	592
Firgrove	Pierce County	13918 Meridian E, Puyallup 98373	636
Fruitland	City of Puyallup	1515 S Fruitland, Puyallup 98371	438
Hunt	Pierce County	12801 144th St E, Puyallup 98374	668
Karshner	City of Puyallup	1328 8th Ave NW, Puyallup 98371	286
Maplewood	City of Puyallup	1110 W Pioneer, Puyallup 98371	198
Meeker	City of Puyallup	409 5th St SW, Puyallup 98371	328
Mountain View (K-5th)	City of Edgewood	3411 119th Ave E, Edgewood 98372	210
Northwood (K-5th)	City of Edgewood	9805 24th St E, Edgewood 98371	671
Pope	Pierce County	15102 122nd Ave E, Puyallup 98374	690
Ridgecrest	Pierce County	12616 Shaw Rd E, Puyallup 98374	426
Shaw Road	City of Puyallup	1106 Shaw Rd, Puyallup 98372	668
Spinning	City of Puyallup	1306 E Pioneer, Puyallup 98372	286
Stewart	City of Puyallup	426 4th Ave NE, Puyallup 98372	308
Sunrise	City of Puyallup	2323 39th Ave SE, Puyallup 98374	648
Waller Road	Pierce County	6312 Waller Rd, Tacoma 98443	220
Wildwood	City of Puyallup	1601 26th Ave SE, Puyallup 98374	328
Woodland	Pierce County	7707 112th St E, Puyallup 98373	472
Zeiger	Pierce County	13008 94th Ave E, Puyallup 98373	420
Junior High (7th-9th grade)			
Aylen	City of Puyallup	101 15th St SW, Puyallup 98371	827
Ballou	Pierce County	9916 136th St E, Puyallup 98373	966
Edgemont (6th-9th)	City of Edgewood	2300 110th Ave E, Edgewood 98372	656
Ferrucci	City of Puyallup	3213 Wildwood Park Dr, Puyallup 98374	906
Glacier View	Pierce County	12807 184th St E, Puyallup 98374	793
Kalles	City of Puyallup	501 7th Ave SE, Puyallup 98372	830
Stahl	Pierce County	9610 168th St E, Puyallup 98375	1,006
High School (10th-12th grade)			
Emerald Ridge	Pierce County	12405 184th St E, Puyallup 98374	1,295
Puyallup	City of Puyallup	105 7th St SW, Puyallup 98371	1,343
Rogers	Pierce County	12801 86th Ave E, Puyallup 98373	1,399
Walker (9th-12th)	Pierce County	5715 Milwaukee Ave E, Puyallup 98372	35

* Program capacity reflects the Permanent Level of Service Capacity standards described herein. Portable classrooms are excluded from permanent capacity calculation.



TABLE 2 - Inventory of Specialized Instruction and Support Facilities			
Name	City / County Jurisdiction	Address	Ownership
Specialized Instruction			
Kessler Center(including PDL,P4,others) *	City of Puyallup	1501 39th Ave SW, Puyallup 98373	Own
Summit/Advance	City of Puyallup	1507 39th Ave SW, Puyallup 98373	Own
Karshner Museum and Center for Culture & Arts	City of Puyallup	309 4th St NE, Puyallup 98372	Own
Sparks Stadium	City of Puyallup	601 7th Ave SW, Puyallup 98371	Own
Support Facilities			
Business Services ("109")	City of Puyallup	109 E Pioneer, Puyallup 98372	Own
Education Service Center ("ESC")	City of Puyallup	302 2nd St SE, Puyallup 98372	Own
Operations & Transportation	City of Puyallup	323 12th St NW, Puyallup 98371	Own
South Hill Support Campus**	City of Puyallup	3607 17th St SW, Puyallup 98373	Own
214 W. Main Building	City of Puyallup	214 W. Main, Puyallup 98371	Own
Instructional Materials Processing Center ("IMPC")	City of Edgewood	2110 Ave E, Edgewood 98372	Own
<i>* includes Support Facilities as well as specialized instruction.</i>			
<i>** see Appendix iii for a list of support services located at the Support Campus.</i>			

TABLE 3 - Inventory of Undeveloped and Underdeveloped Property			
Name	City / County Jurisdiction	Location	Approx. Acreage
Aliza Property	City of Puyallup	1501 39th Ave SW, Puyallup 98373	4.5
Ballou/Firgrove Meridian frontage	Pierce County	13XXX Meridan E, Puyallup 98373	5
Elementary 24 site	Pierce County	124XX 180th St E, Puyallup 98374	22
Former Hilltop Elementary site / IMPC	City of Edgewood	2110 Ave E, Edgewood 98372	9.1
Heritage site	Pierce County	133XX 94th Ave E, Puyallup 98373	8.8
Lidford site ¹	Pierce County	60XX 44th Ave E, Tacoma 98443	1.1
Masters site	Pierce County	16907 110th Ave E, Puyallup 98374	14.1
Penn site (next to Hunt Elementary)	Pierce County	12917 144th St E, Puyallup 98374	4
Junior High 8 site	Pierce County	XXX 144th St E, Puyallup 98374	43.2
Worm Farm site	City of Puyallup	25XX 17th St SW, Puyallup 98373	9.6
¹ = Puyallup School Board has approved property surplus and available for disposition.			

The school facilities in the Puyallup School District are comprised of properties and buildings that range in size from the 2.7-acre property at Meeker Elementary up to the 55-acre site for Emerald Ridge High School. The building sizes range, using permanent square feet as a metric, from Walker High School with approximately 8,500 square feet up to Puyallup High School with more than 233,000 square feet.



TABLE 4 - School Building Square Feet and Site Acreage				
Name	Site Size (Acres)	Permanent Square Feet¹	Number of Portable Classrooms	Portable Square Feet
Elementary				
Brouillet	10	46,698	10	8,000
Carson	15	73,321	7	5,968
Dessie Evans	16.9	117,910	0	0
Edgerton	12	73,321	10	8,000
Firgrove	16	97,596	0	0
Fruitland	11	45,723	7	5,600
Hunt	15.9	63,400	8	6,400
Karshner	7	31,445	9	7,200
Maplewood	5.5	42,419	7	5,792
Meeker	2.7	39,415	2	1,792
Mountain View	10	28,851	6	4,992
Northwood	14.8	82,190	3	2,592
Pope	9.1	76,406	3	2,400
Ridgecrest	7.3	42,228	8	6,592
Shaw Road	14.2	63,859	3	2,400
Spinning	4.1	37,313	4	3,200
Stewart	3.5	43,745	4	3,200
Sunrise	9.4	84,040	4	3,200
Waller Road	6.8	32,416	8	6,592
Wildwood	10	43,165	8	6,400
Woodland	9.8	46,731	8	6,592
Zeiger ^{2,5}	11.7	47,063	12	9,984
Elementary subtotal	222.7	1,259,255	131	106,896
Junior High				
Aylen	17.7	110,075	4	3,392
Ballou ³	24	112,402	0	0
Edgemont ⁴	14.6	82,628	4	3,200
Ferrucci	20	113,786	4	3,200
Glacier View	21	104,925	4	3,584
Kalles	16	110,075	5	4,000
Stahl	30	112,431	0	0
Junior High subtotal	143.3	746,322	21	17,376
High School				
Emerald Ridge	53.4	202,572	13	11,168
Puyallup	14.7	232,657	13	10,400
Rogers ²	32	209,300	15	12,000
Walker	3.4	8,543	11	9,376
High School subtotal	103.5	653,072	52	42,944
K-12 Total	469.5	2,658,649	204	167,216
<i>Note: Table includes portable moves completed or planned through 2023.</i>				
¹ Measured from the exterior wall and excludes outdoor covered play areas.				
² Located on a 77-acre campus that includes the Hertiage Recreation Center.				
³ Includes 5-acres of underdeveloped frontage along Meridian Ave E.				
⁴ Excludes the 9.1-acre former Hilltop Elementary parcel to the north of EJH.				
⁵ Excludes the restroom and Pierce County ECEAP portables.				



IV. Identification of Level of Service for Capital Facilities Planning

Level-of-service (LOS) standards may be defined as measures of the minimum amount of a public facility which must be provided to meet the community's basic needs and expectations. For a school district specifically, it is an adopted measure that is used to ascertain its overall student capacity of a school building.

In recent history, the Puyallup School District has used a square footage per student calculation as the adopted LOS standard which is a common metric used in educational state funding formulas. However, the continued focus in our state about class size has provided a new capacity currency which is more applicable and intuitive for current and future facilities planning.

Program Capacity Model

The Program Capacity model calculates student capacity first by identifying the number of teaching stations provided in the school building. A teaching station can be a classroom or other instructional area, for example the gymnasium for a PE teacher. The number of teaching stations is then multiplied by the adopted LOS to provide the Teaching Station Capacity.

The Teaching Station Capacity is then compared with the number of Special Education and Core Programs within the building. Special Education and Core Programs are identified specifically because they do not support the adopted LOS for general education teaching stations. For example, a special education classroom may provide a reduced Teaching Station Capacity (i.e., Support Centers) or provide no additional capacity to the building (i.e., pull out programs such as Resource or Music at the elementary level). The number and type of Special Education and Core Programs vary from building to building and may change annually or possibly in the course of the school year. For that purpose, an annual review of educational programs within each school will be completed in following plan updates that may adjust the Program Capacity of the building in any given year.

The Current Capacity of the school building is then calculated by subtracting the Program Capacity from the school year enrollment. A negative number in parenthesis represents that the building is overcrowded by that number of students. A positive number indicates the building still has the identified number of student capacity in the permanent building. The number of portable teaching stations, with its related capacity, is shown for informational purposes only and not included in the Program Capacity calculation.

Starting in school year 1999-2000, the Puyallup School District determined not to use the portable classrooms as part of the "level of service capacity". This is consistent with other school districts in the State of Washington and with the Office of the Superintendent of Public Instruction. The district does not consider portables as being adequate long-term instructional space for students and/or staff members. By design, portable classrooms separate their occupants from the rest of a school's student body and/or staff members. In addition, the increased enrollment that portables afford a school serve, tax the "core" facilities of the permanent building(s), such spaces as the gymnasium, the library, the restrooms, the main office and the food service facilities.



It is unrealistic to achieve 100% utilization of teaching stations at the secondary level because of the conflicts for student programs and the need for specialized rooms for certain programs and the need for teachers to have a workspace during their planning periods. Based upon the common model that provides a planning period for each teaching station during a six-period day, this plan assumes a Utilization Factor of 83% (5/6) that is factored into the Program Capacity at the junior high and high school level.

Level-of-Service Standards

This plan continues the long-established standard that students should be housed within permanent facilities designed to support all needs of students and staff. To this end, instructional space within portable classrooms is considered temporary instructional space and not included in the capacity analysis that follows in later chapters.

At the Elementary level, the Puyallup School District plans to maximize the use of state funding available for reducing class sizes to meet the K-3rd grade districtwide class size targets specified by OSPI. Over the past several years, the district has transitioned to fully comply with the class size targets, which have lowered the districtwide K-6 class size average to 22 students per general education classroom. For K-5 elementary schools, the class size average is best represented by 21 students per general education classroom, specifically at the K-3 grade level. Other instructional programs have a specific class size standard based on the program unique from general education – see Table 5.

**The adopted LOS at K-6th grade schools is 22 students per general education classroom.
The adopted LOS at K-5th grade schools is 21 students per general education classroom.**

The Level-of-Service standard at the secondary level includes a classroom utilization factor which recognizes some expected inefficiency related to a six-period daily instructional model currently followed by all secondary schools in Puyallup.

The adopted Junior High LOS is 30 students per general education classroom x 83% utilization factor.

The adopted High School LOS is 32 students per general education classroom x 83% utilization factor.

This plan recognizes that Walker High School and other instructional programs at the secondary level have a specific class size standard unique from general education – see Table 6.



TABLE 5 - Elementary School Capacity Summary

Elementary School	# of K-6 Teaching Stations	# of PreK Teaching Stations	# of Kindergarten Academy Teaching Stations	K-6 Teaching Station Capacity	K-6 Sp. Ed. & Core Programs	K-6 Sp. Ed. & Core Programs Capacity	K-6 Program Capacity ¹	K-6 2022-23 Enrollment ²	K-6 Current Capacity Surplus / Deficit	# of Portable Teaching Stations ⁵	# of Portable Teaching Station Capacity ⁵	Sp. Ed. & Core Programs with Building Capacity Impacts ³
Brouillet	24	0	0	528	5	(80)	448	550	(102)	10	220	Music, Resource, Support Center(2), Dev.K
Carson	32	1	1	704	3	(66)	638	720	(82)	7	154	Resource, Music(2)
Dessie Evans	47	2	1	1,034	5	(90)	944	955	(11)	0	0	WRAP(2), Resource, Music(2)
Edgerton	31	2	1	682	5	(90)	592	737	(145)	10	220	Resource, Music(2), WRAP(2)
Firgrove	33	4	1	726	5	(90)	636	591	45	0	0	Resource, Music(2), Support Center(2)
Fruitland	23	0	0	506	4	(68)	438	613	(175)	7	154	Resource, Music, Support Center(2)
Hunt	35	0	1	770	6	(102)	668	718	(50)	8	176	Resource, Music(2), Dev.K, Support Center(2)
Karshner	15	0	0	330	2	(44)	286	381	(95)	9	198	Resource, Music
Maplewood	11	5	1	242	2	(44)	198	317	(119)	7	154	Resource, Music
Meeker	18	0	0	396	4	(68)	328	385	(57)	2	44	Support Center(2), Resource, Music
Mountain View ⁴	12	2	0	252	2	(42)	210	283	(73)	6	126	Music, Resource
Northwood ⁴	35	0	1	735	4	(64)	671	685	(14)	3	63	Music(2), Resource, Support Center(2)
Pope	36	1	1	792	6	(102)	690	690	0	3	66	Resource, Music(2), Support Center(2), Dev.K
Ridgecrest	23	0	0	506	5	(80)	426	477	(51)	8	176	Music, Support Center(2), Dev.K., Resource
Shaw Road	35	0	1	770	6	(102)	668	636	32	3	66	Music(2), Dev.K, Support Center(2), Resource
Spinning	15	0	1	330	2	(44)	286	281	5	4	88	Music, Resource
Stewart	16	2	0	352	2	(44)	308	320	(12)	4	88	Resource, Music
Sunrise	34	2	0	748	5	(100)	648	661	(13)	4	88	Resource, Music(2), KITE(2)
Waller Road	12	0	1	264	2	(44)	220	311	(91)	8	176	Resource, Music
Wildwood	19	2	1	418	5	(90)	328	341	(13)	8	176	Dev.K (2), Resource, Title/LAP, Music
Woodland	25	0	0	550	4	(78)	472	572	(100)	8	176	KITE(2), Resource, Music
Zeiger	23	1	1	506	5	(86)	420	477	(57)	12	264	Music, Resource, DHH(2), DHH PreK
Totals	554	24	13	12,141	89	(1,618)	10,523	11,701	(1,178)	131	2,873	

¹ Program Capacity includes 100% classroom utilization rate at the elementary level.

² Based on October 2022 P223 Headcount report. Excludes Preschool, P4, Puyallup Online Academy & Kindergarten Academy students.

³ Libraries, Stages and PE teaching stations are excluded from the Teaching Station and Core Program analysis at the elementary level. Reflects programs planned for 2023-24 school year.

⁴ Kindergarten-5th grade elementary.

⁵ Portable Teaching Stations and Capacity include portable classroom moves completed or planned through 2023.



TABLE 6 - Secondary School Capacity Summary												
Secondary School	# of Teaching Stations	Teaching Station Capacity	Sp. Ed. & Core Programs	Sp. Ed. & Core Programs Capacity	Net Classroom Capacity	Program Capacity ¹	2022-23 Enrollment ²	Current Capacity Surplus / Deficit	# of Portable Teaching Stations	# of Portable Teaching Station Capacity	Net Portable Classroom Capacity	Sp. Ed. & Core Programs with Building Capacity Impacts
Junior High												
Aylen	36	1,080	4	(84)	996	827	714	113	4	120	100	Support Center, Resource(2), KITE
Ballou	43	1,290	6	(126)	1,164	966	888	78	0	0	0	Support Center(2), Resource(3), DHH
Edgemont	27	810	1	(20)	790	656	526	130	4	120	100	Resource
Ferrucci	40	1,200	5	(108)	1,092	906	818	88	4	120	100	Resource(2), WRAP(2), Support Center
Glacier View	36	1,080	6	(124)	956	793	835	(42)	4	120	100	Support Center(2), Resource(3), KITE
Kalles	36	1,080	4	(80)	1,000	830	834	(4)	5	150	125	Support Center(2), Resource(2)
Stahl	44	1,320	5	(108)	1,212	1,006	906	100	0	0	0	Resource(3), EXCEL, KITE
JH Totals	262	7,860	31	(650)	7,210	5,984	5,521	463	21	630	523	
High School												
Emerald Ridge	57	1,824	11	(264)	1,560	1,295	1,445	(150)	13	416	345	Resource(5), EXCEL(3), Support Center(2), Urban Farming
Puyallup ³	57	1,824	9	(206)	1,618	1,343	1,590	(247)	13	416	345	Resource(4), Support Center(3), KITE, Gateway
Rogers	61	1,952	11	(266)	1,686	1,399	1,645	(246)	15	480	398	Resource(5), Support Center(2), DHH, KITE, WRAP(2)
Walker	3	48	1	(6)	42	35	115	(80)	11	165	137	Resource
HS Totals	178	5,648	32	(742)	4,906	4,072	4,795	(723)	52	1,477	1,226	
¹ Program Capacity includes an 83% classroom utilization rate at the secondary level.												
² Based on October 2022 P223 Headcount. Excludes P4, Puyallup Online Academy, Puyallup Open Doors & Full-time Running Start students.												
³ Program Capacity excludes the Library Science Building.												



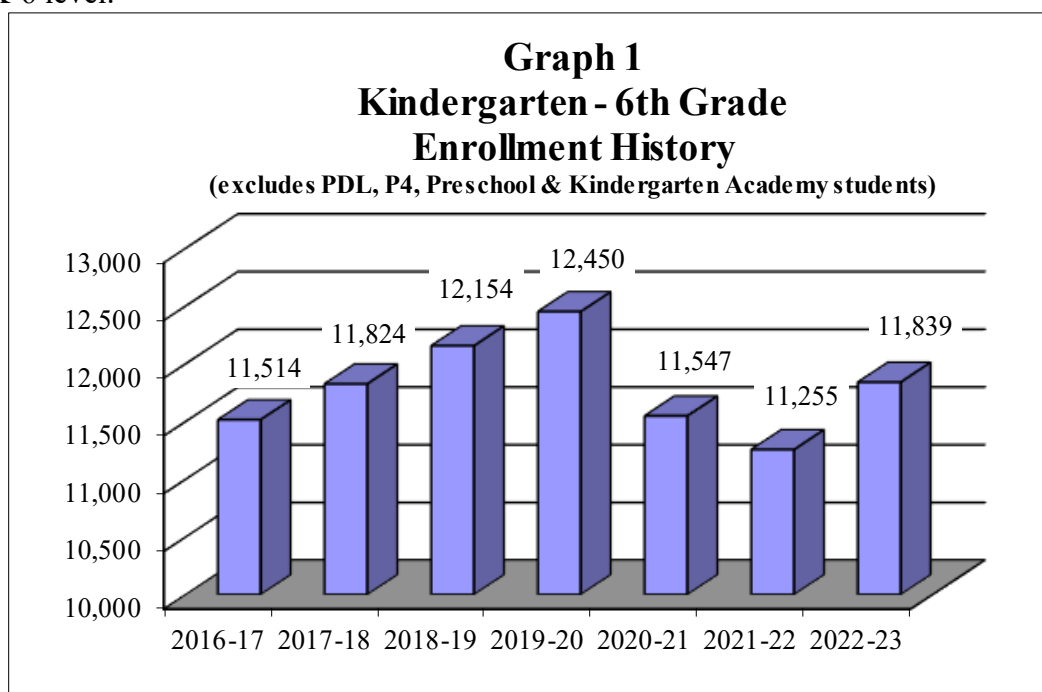
V. Enrollment History and Projections

In this section, the plan will examine (a) the District's student enrollment history housed in a school building over the past six school years, (b) the District's 2022-23 enrollment figures by grade, and (c) enrollment projections through the 2028-2029 school year. The plan utilizes enrollment projections developed by the Puyallup School District Facilities Planning Department. For reporting past and present enrollment information, this plan utilizes October P223 headcount enrollment counts. The data excludes students enrolled in Puyallup Digital Learning, Puyallup Parent Partnership Program, Chief Leschi students and full-time Running Start students. A series of graphs is provided to display the district's enrollment data.

Enrollment History

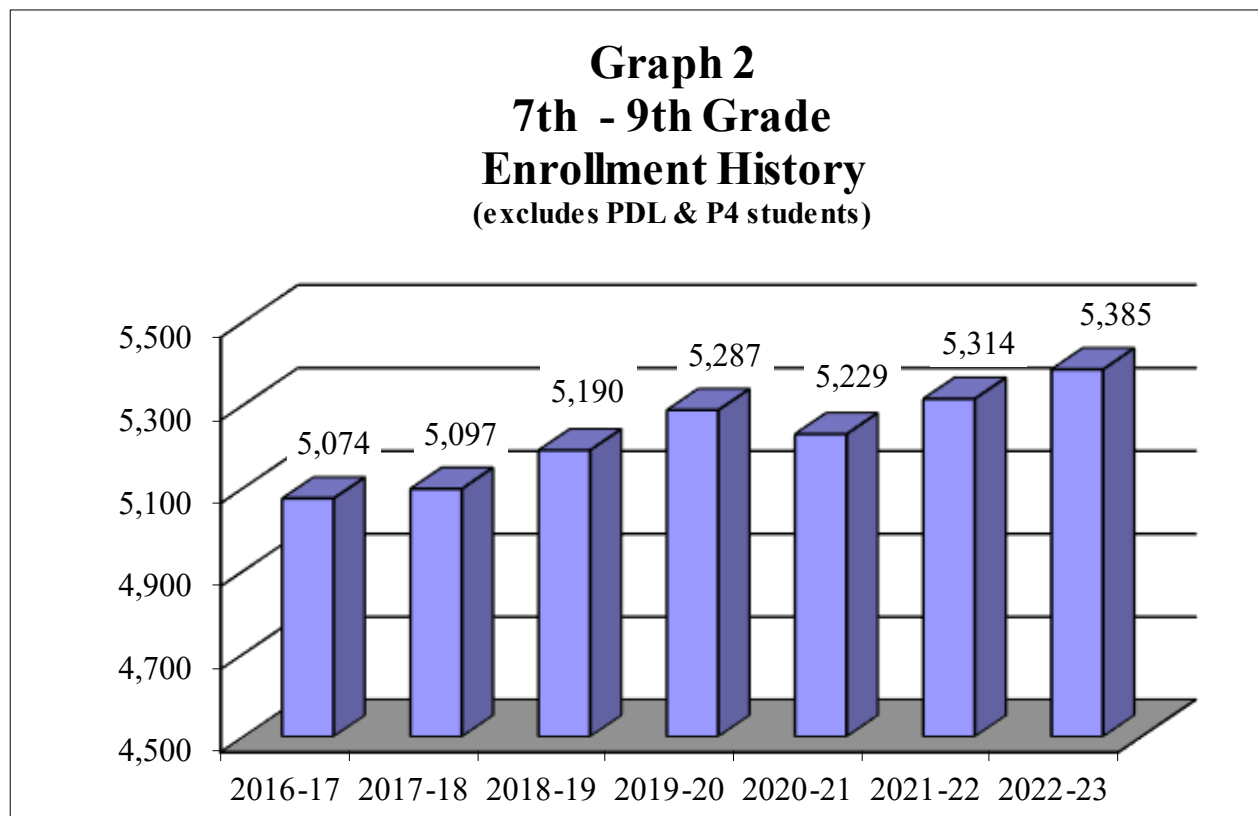
Graph 1 shows the recent enrollment history at the elementary level. Enrollment increased steadily through 2019-20 and reached an all-time high of 12,450 K-6 students. The following two years saw a combined decrease of nearly 1,200 students with a rebound of almost 600 students in 2022-23. The decrease coincides with the pandemic, which resulted in the temporary closure of school buildings and remote instruction followed by hybrid schedules as students and staff were reintroduced to onsite instruction. Alternative programs, such as Puyallup Digital Learning, experienced an increase in enrollment during this same period. Enrollment in Puyallup Digital Learning is not included in the Graph below.

The elementary enrollment numbers reported in Graph 1 include all 6th grade students, including past or present sixth grade students housed at junior high schools, to provide a trend comparison at the K-6 level.

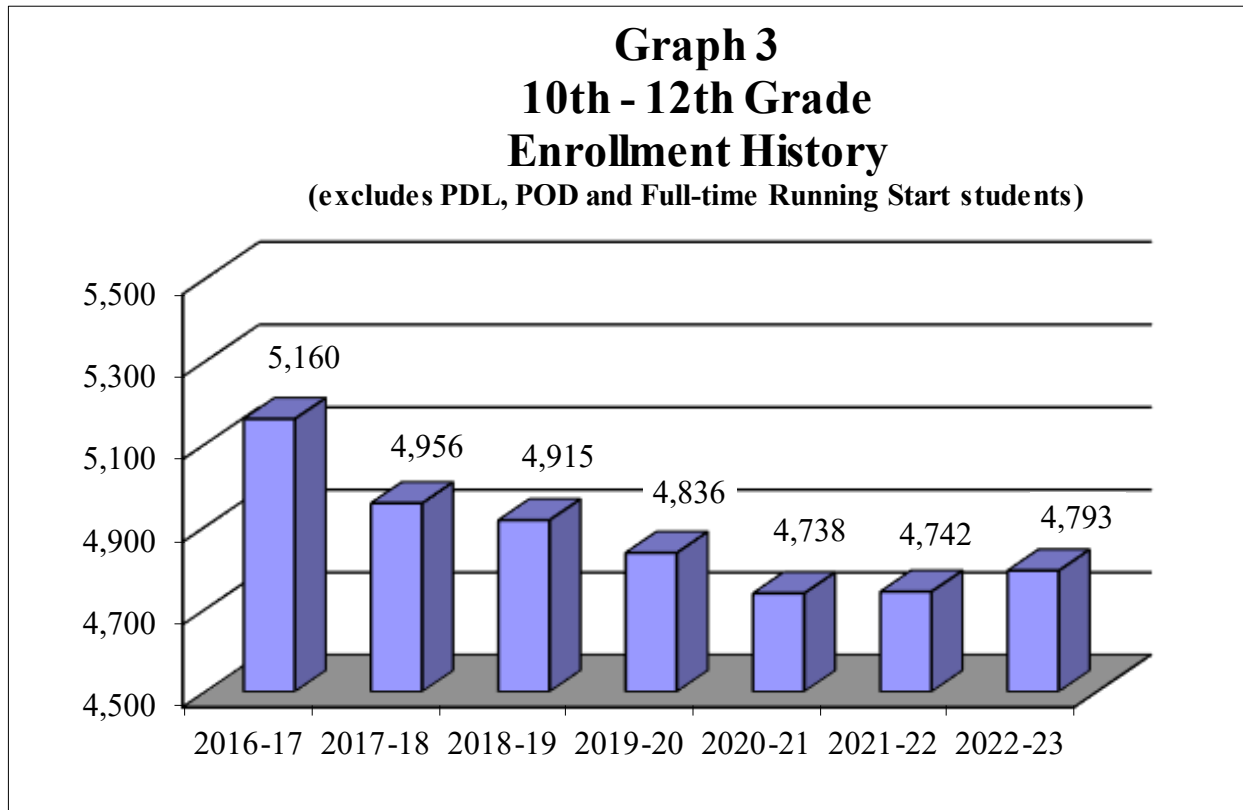


Graph 2 shows recent enrollment history at the junior high level. Enrollment has gradually increased from 2016-17 with a 7th-9th grade enrollment of 5,074 students to 5,385 students enrolled in 2022-23. The eighth grade cohort was the largest grade in the 2022-23 school year with 1,901 students. It is important to note that junior high and high school enrollment wasn't impacted by the pandemic to the extent as the elementary enrollment.

The junior high enrollment numbers reported in Graph 2 exclude all 6th grade students, including past or present students housed at junior high schools, to provide a historical trend comparison at the 7th-9th grade level.



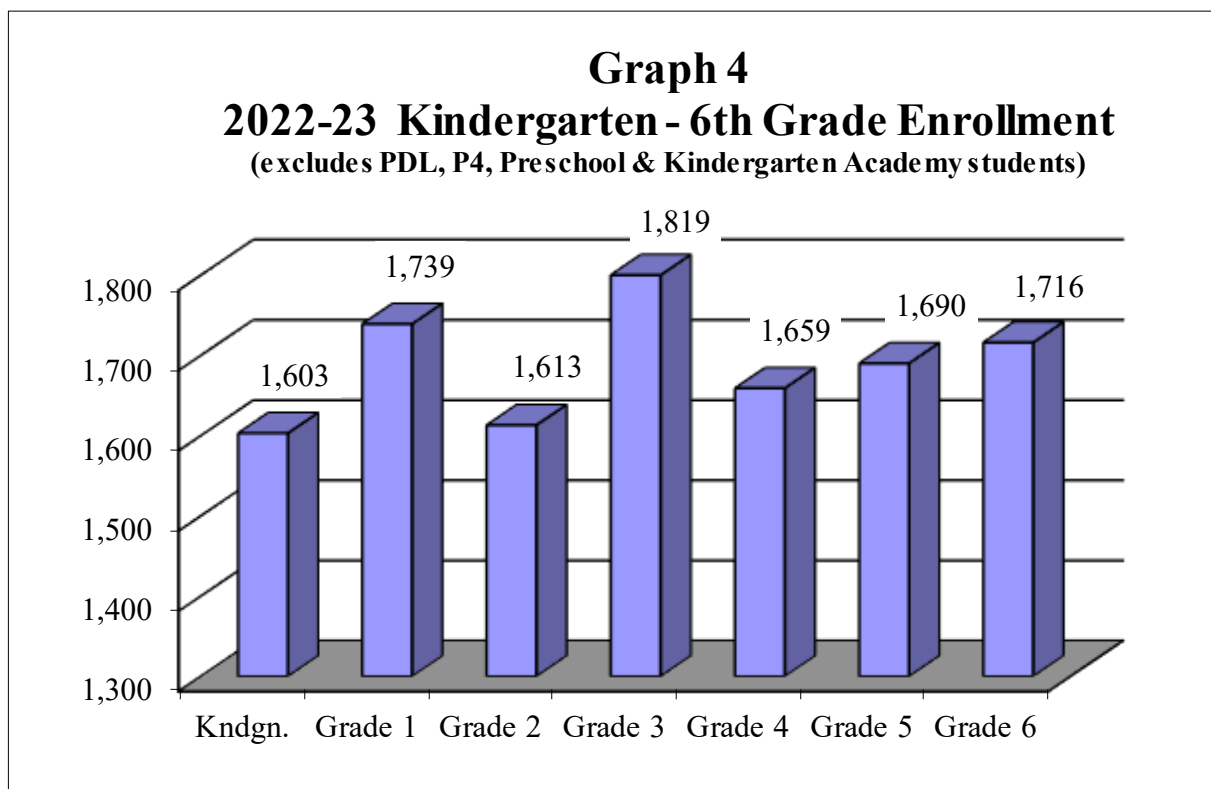
Graph 3 shows recent enrollment history at the high school level. Enrollment has decreased gradually from 2016-17 through 2021-22. A 51-student increase was realized in 2022-23 compared to the year prior. These numbers exclude full-time Running Start students.



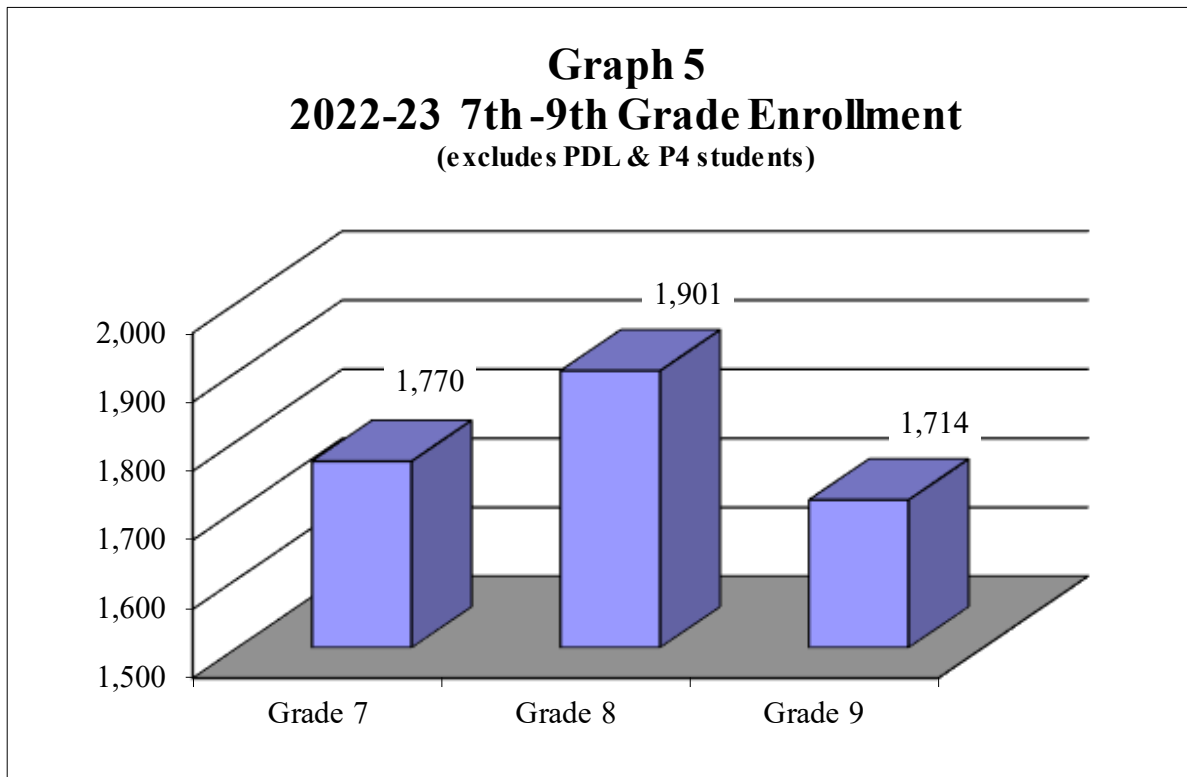
Current Enrollment

This report includes annual enrollment counts from the first week in October to have a consistent reporting basis for enrollment comparison between years. However, enrollment is a dynamic figure that changes month to month, day to day. At elementary, for example, enrollment will increase districtwide when [Kindergarten Academy \(KA\)](#) begins. In years past, KA started the 2nd half of January. Beginning in the 2023-24 school year, KA will begin in mid-October. There were over 200 KA students enrolled in KA during the second half of the 2022-23 school year.

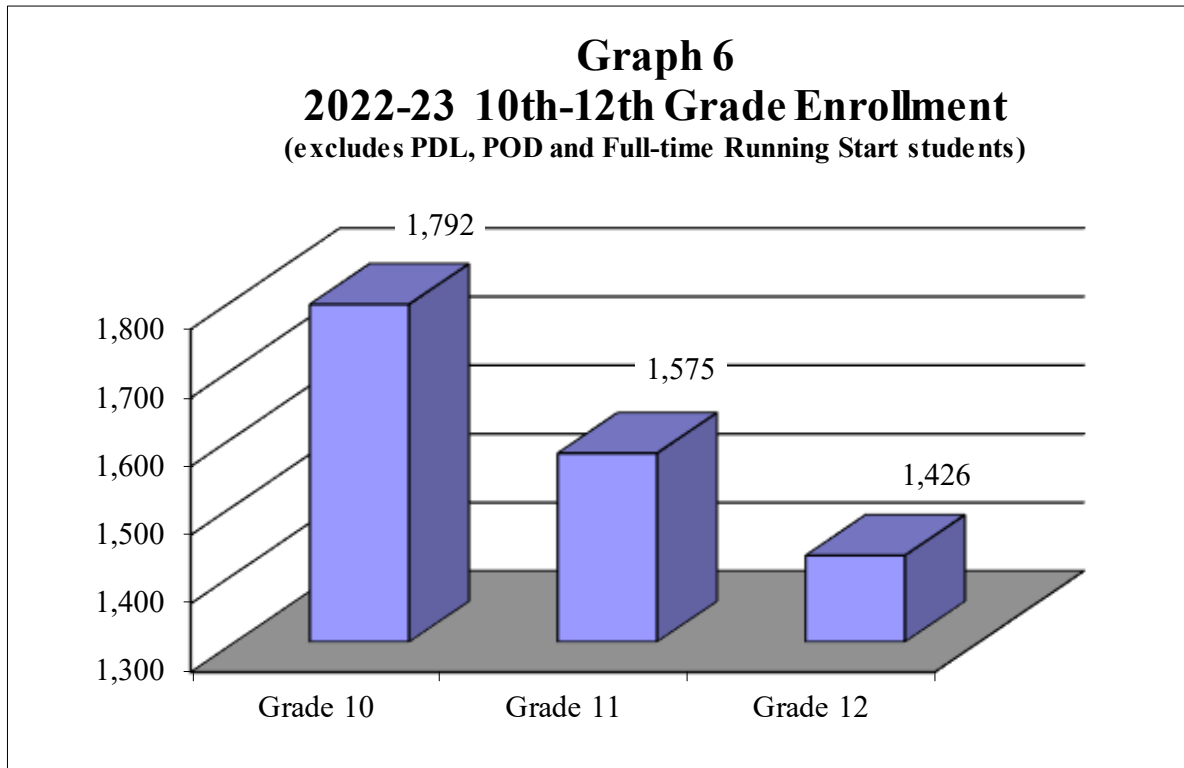
The Puyallup School District 2022-23 Kindergarten - 6th grade enrollment totals 11,839 students. The largest grade level was in third grade, while the lowest was in second grade. The K-6 cohort average is 1,691 students.



The 2022-23 seventh through ninth grade enrollment totals 5,385 students, which is the largest junior high enrollment in the district's history. The largest grade level this year was in eighth grade, while the lowest was in ninth grade. The 7th-9th grade cohort average is 1,795 students.



The 2022-23 high school enrollment totals 4,793 students. The largest grade level this year was in tenth grade while the lowest was in twelfth grade, which is a typical trend historically. The high school cohort average in grades 10-12 is 1,598 students.



Six Year Enrollment Projection

Projecting enrollment is a complex endeavor subject to variables and uncertainties. Forecasting typically considers past trends to help predict future trends. The shorter the forecast, the more likely it is that its underlying assumptions and predictions will be accurate. But as we have seen over the last several years, rates of residential development can change radically in a very short time as housing market conditions vary. The enrollment fluctuations over the course COVID-19 pandemic period have made recent enrollment trends less reliable in identifying enrollment trends moving forward.

Student Generation Rates

The Puyallup School District has established its Student Generation Rates by examining a sampling of the District's newer single-family and multi-family developments. Annually, the number of single-family homes and the number of multi-family homes are counted in those developments identified in the samples. Utilizing the District's Geographic Information System (GIS), registered students are geocoded to their physical address. The number of elementary, junior high and senior high students residing in residential developments listed in Tables 7 and 8 are calculated. The Student Generation Rates are created by dividing the number of students currently living in the homes and living units by the number of homes and living units.

Student Generation Rates are used to help predict the impact a new development to district facilities. For example, when a new single-family or multi-family development comes online, the District's Student Generation Rates can be used to estimate the number of elementary, junior high, and senior high students that will come from said development. Accuracy in determining these rates is critical to long-range planning.

An estimate of the new students coming from a new development is one of the early measures of how that development will impact the school system. Once the impact is determined, then steps can be taken to help mitigate such impact.



Puyallup School District - Student Generation Rates

Table 7 - Single Family

Description	Elementary Attendance Area	# of Units	# of K-6	# of JH	# of HS	Total Students	K-6 Grade SGR	7-9 Grade SGR	10-12 Grade SGR	Total SGR
Arbors at Sunrise	Edgerton	33	12	7	9	28	0.36	0.21	0.27	0.85
Arborvue at Fruitland	Meeker	18	4	1	3	8	0.22	0.06	0.17	0.44
Ashburn Woods ¹	Edgerton	29	17	6	6	29	0.59	0.21	0.21	1.00
Aster Point ¹	Northwood	36	4	0	0	4	0.11	0.00	0.00	0.11
Braun's Addition	Hunt	15	7	0	1	8	0.47	0.00	0.07	0.53
Brookfield Farms Ph. 2-4	Firgrove	245	104	36	44	184	0.42	0.15	0.18	0.75
Caldwell Crest	Mt. View	15	0	0	0	0	0.00	0.00	0.00	0.00
Christen Estates	Meeker	11	4	2	0	6	0.36	0.18	0.00	0.55
Cottage Glen	Zeiger	32	14	8	2	24	0.44	0.25	0.06	0.75
East Park	Pope	17	11	7	2	20	0.65	0.41	0.12	1.18
Emerald Pointe at Sunrise	Pope	318	137	55	73	265	0.43	0.17	0.23	0.83
Fruitland Ridge	Fruitland	33	16	5	3	24	0.48	0.15	0.09	0.73
Fruitland View Estates	Fruitland	47	26	5	3	34	0.55	0.11	0.06	0.72
Heritage Grove	Hunt	51	18	10	5	33	0.35	0.20	0.10	0.65
Kilen Estates ¹	Pope	7	4	1	0	5	0.57	0.14	0.00	0.71
Lipoma Communities	Pope	127	47	25	19	91	0.37	0.20	0.15	0.72
Massarra	Woodland	19	6	2	1	9	0.32	0.11	0.05	0.47
Meridian Greens	Firgrove	98	28	8	14	50	0.29	0.08	0.14	0.51
Newberry Trails	Zeiger	58	9	5	7	21	0.16	0.09	0.12	0.36
Northwood Estates	Northwood	38	28	1	1	30	0.74	0.03	0.03	0.79
Pascolo Estates ¹	Mt. View	11	3	2	0	5	0.27	0.18	0.00	0.45
Pony Lake ¹	Stewart	38	3	0	2	5	0.08	0.00	0.05	0.13
Puyallup Highlands	Shaw Rd	285	115	54	43	212	0.40	0.19	0.15	0.74
Rainier Ridge Estates	Northwood	13	1	1	0	2	0.08	0.08	0.00	0.15
Reserve at Silver Brook	Meeker	31	8	3	3	14	0.26	0.10	0.10	0.45
Rhonda's Meadow	Hunt	12	3	1	1	5	0.25	0.08	0.08	0.42
Rogers Landing	Zeiger	11	8	4	5	17	0.73	0.36	0.45	1.55
Royal Firs	Hunt	57	24	2	5	31	0.42	0.04	0.09	0.54
Sara's Garden	Hunt	12	4	2	2	8	0.33	0.17	0.17	0.67
Shawnee Ridge	Ridgecrest	65	18	11	3	32	0.28	0.17	0.05	0.49
Stewart Crossing PH. 1-7	Karshner	368	166	70	52	288	0.45	0.19	0.14	0.78
Stewart Crossing PH.8 ¹	Karshner	30	11	3	1	15	0.37	0.10	0.03	0.50
Sully's Glen ¹	Wildwood	18	6	3	4	13	0.33	0.17	0.22	0.72
Sunrise Corner	Zeiger	47	18	8	5	31	0.38	0.17	0.11	0.66
Terra Vista	Hunt	29	14	6	2	22	0.48	0.21	0.07	0.76
The Crossings at Sunrise ¹	Edgerton	99	37	11	4	52	0.37	0.11	0.04	0.53
The Madronas at Sunrise ¹	Edgerton	80	20	12	7	39	0.25	0.15	0.09	0.49
The Pines at Sunrise ¹	Edgerton	20	7	3	0	10	0.35	0.15	0.00	0.50
The Reserve at Hillcrest ¹	Mt. View	17	4	0	1	5	0.24	0.00	0.06	0.29
The Retreat at Sunrise	Pope	33	14	3	10	27	0.42	0.09	0.30	0.82
The Ridge at Sunrise	Edgerton	88	35	15	9	59	0.40	0.17	0.10	0.67
The Woodlands at Sunrise	Edgerton	67	43	23	16	82	0.64	0.34	0.24	1.22
View Pointe	Northwood	43	18	3	4	25	0.42	0.07	0.09	0.58
Villages at South Hill PH. 1&2	Sunrise	227	39	29	20	88	0.17	0.13	0.09	0.39
Westridge	Northwood	284	109	56	26	191	0.38	0.20	0.09	0.67
Willow Ridge	Zeiger	30	13	5	11	29	0.43	0.17	0.37	0.97
Totals		3262	1237	514	429	2180	0.379	0.158	0.132	0.668

Note: Data from all projects last updated in Fall 2022.

¹ = residential development is partially built-out.



Puyallup School District - Student Generation Rates

Table 8 - Apartments/Multifamily

Name	Unit Type	Elementary Attendance Area	Avg Bdrm per unit	# of Units	# of K-6	# of JH	# of HS	Total Students	K-6 Grade SGR	7-9 Grade SGR	10-12 Grade SGR	Total SGR
Arbors at Edgewood	Apartment	Northwood	1.9	254	50	22	11	83	0.20	0.09	0.04	0.33
Copper Valley	Apartment	Sunrise	2.1	220	90	37	30	157	0.41	0.17	0.14	0.71
Edgewood Heights ¹	Apartment	Northwood	2.0	220	46	14	12	72	0.21	0.06	0.05	0.33
Emerald Pointe East	Townhome	Pope		148	19	6	4	29	0.13	0.04	0.03	0.20
Emerald Pointe West ¹	Townhome	Pope		61	10	4	1	15	0.16	0.07	0.02	0.25
Glacier Run	Apartment	Edgerton	1.8	384	43	13	8	64	0.11	0.03	0.02	0.17
Huntington Place	Apartment	Meeker	1.9	38	2	0	1	3	0.05	0.00	0.03	0.08
Lipoma Firs Townhomes	Townhome	Pope	2.5	56	19	7	5	31	0.34	0.13	0.09	0.55
Meridian Glen PDD	Townhome	Zeiger	4.0	8	8	3	2	13	1.00	0.38	0.25	1.63
Meridian Greens	Apartment	Firgrove		28	3	1	0	4	0.11	0.04	0.00	0.14
Robbins Hollow	Townhome	Wildwood	2.3	84	9	7	3	19	0.11	0.08	0.04	0.23
Silver Creek Apts.	Apartment	Carson	1.5	182	12	5	4	21	0.07	0.03	0.02	0.12
Simon's Mill	Apartment	Mt. View	1.6	152	9	3	3	15	0.06	0.02	0.02	0.10
South Hill Apts.	Apartment	Firgrove	2.3	216	115	31	26	172	0.53	0.14	0.12	0.80
The Woodlands ¹ (Edgewood)	Townhome	Northwood	4.0	49	8	1	3	12	0.16	0.02	0.06	0.24
The Edge	Apartment	Northwood	1.8	20	8	1	1	10	0.40	0.05	0.05	0.50
Trio Condos	Apartment	Firgrove		216	17	10	9	36	0.08	0.05	0.04	0.17
Wynstone	Townhome	Woodland	2.5	64	25	7	8	40	0.39	0.11	0.13	0.63
Totals				2400	493	172	131	796	0.205	0.072	0.055	0.332

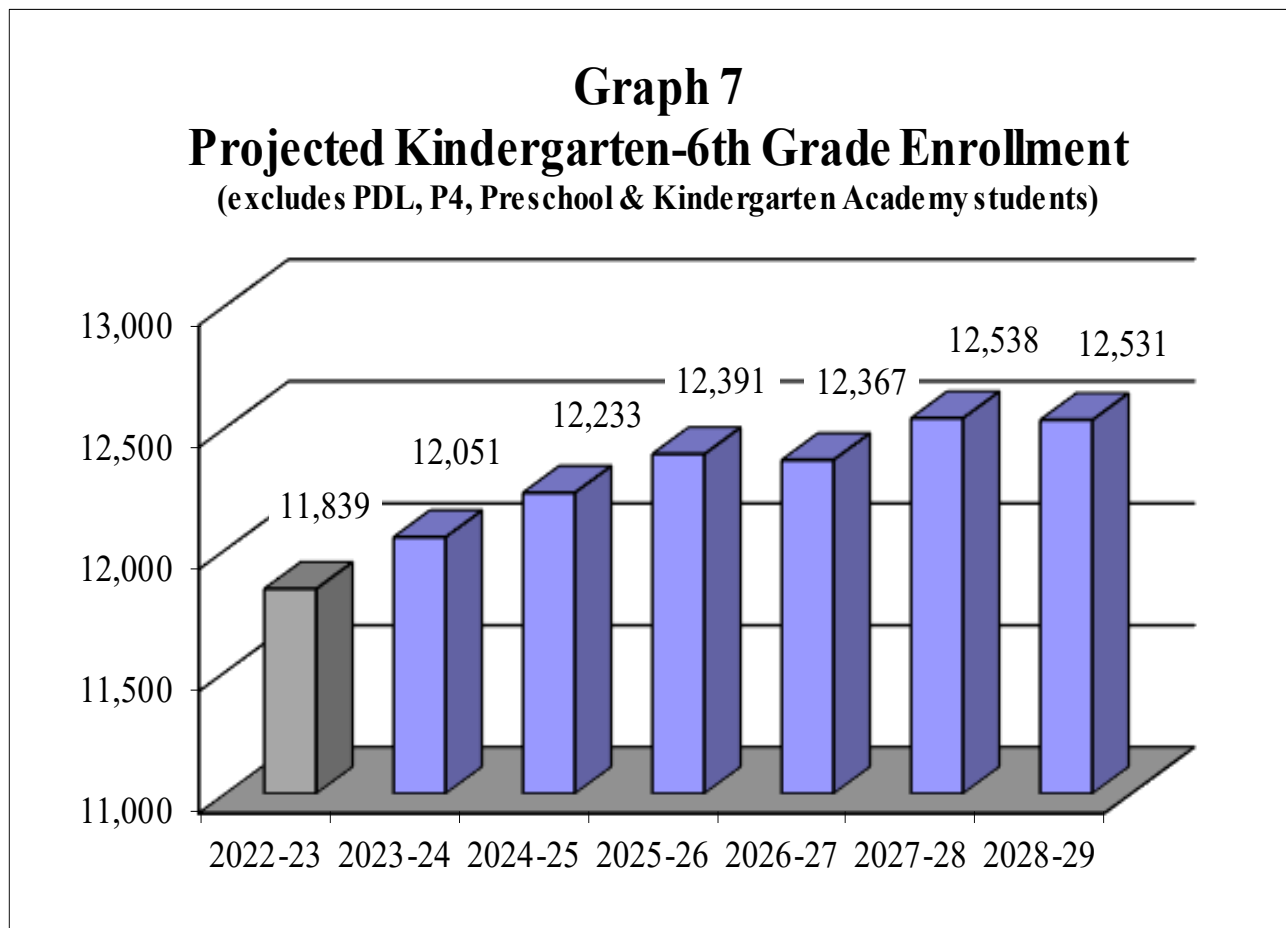
¹ = residential development is partially built-out. All project data last updated in Fall 2022.

Enrollment Projections

Over the next six-year period the District's elementary school enrollment is expected to increase from the current enrollment of 11,389 students to 12,531 students in 2028-29. School year 2027-28 is projected to be the high watermark over this period for elementary enrollment at 12,538 students, a 5.9% increase from 2022-23.

On average, the elementary school enrollment is expected to increase by approximately 115 elementary students each year through the 2028-29 school year. Graph 7 sets forth the projected elementary school enrollment data over the next six years.

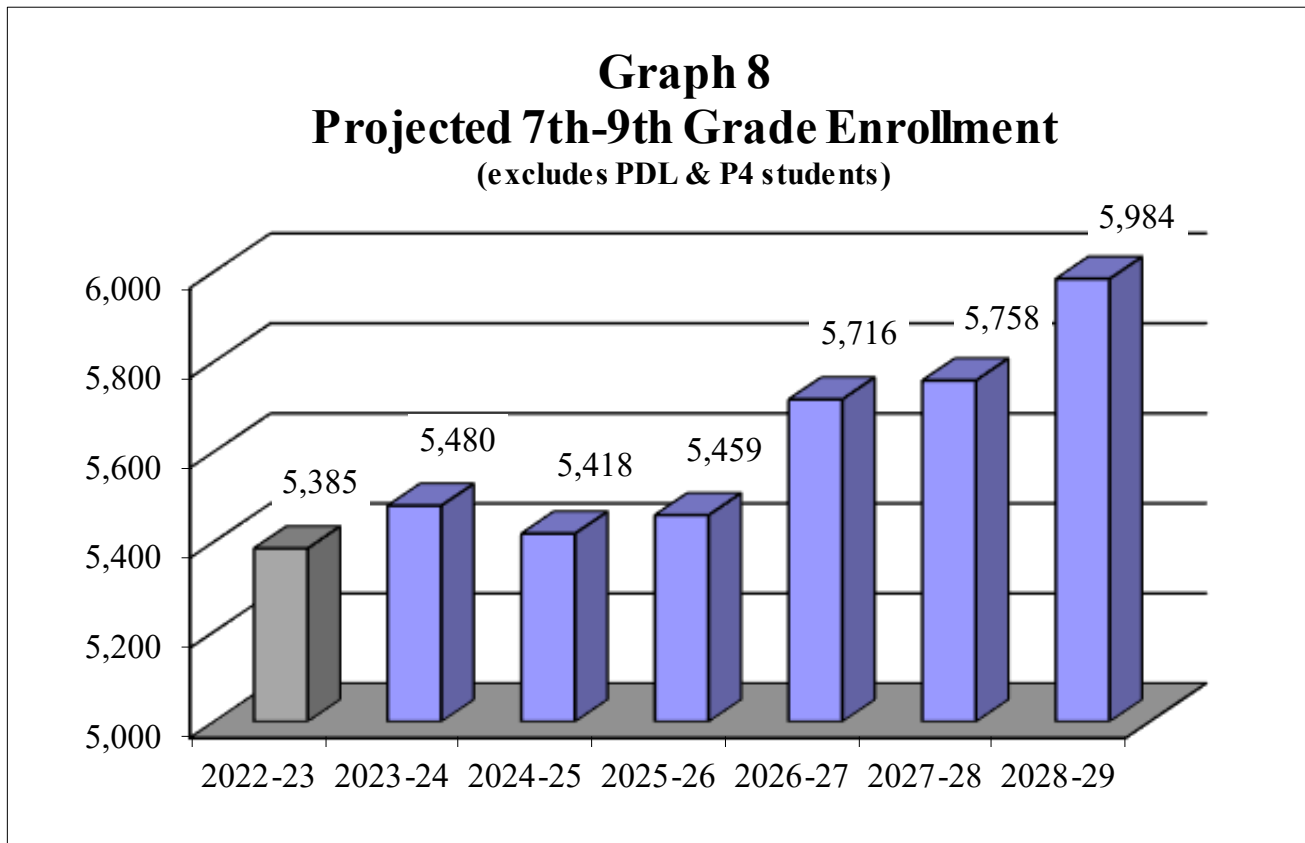
The projected elementary enrollment numbers reported in Graph 7 include all sixth-grade students, including students housed Edgemont Junior High, to provide a trend comparison at the K-6 level.



Over the next six-year period the District's junior high school enrollment is expected to increase from the current enrollment of 5,385 students to 5,984 students in the 2028-29 school year. The projected increase of 599 junior high students represents an 11.1% increase.

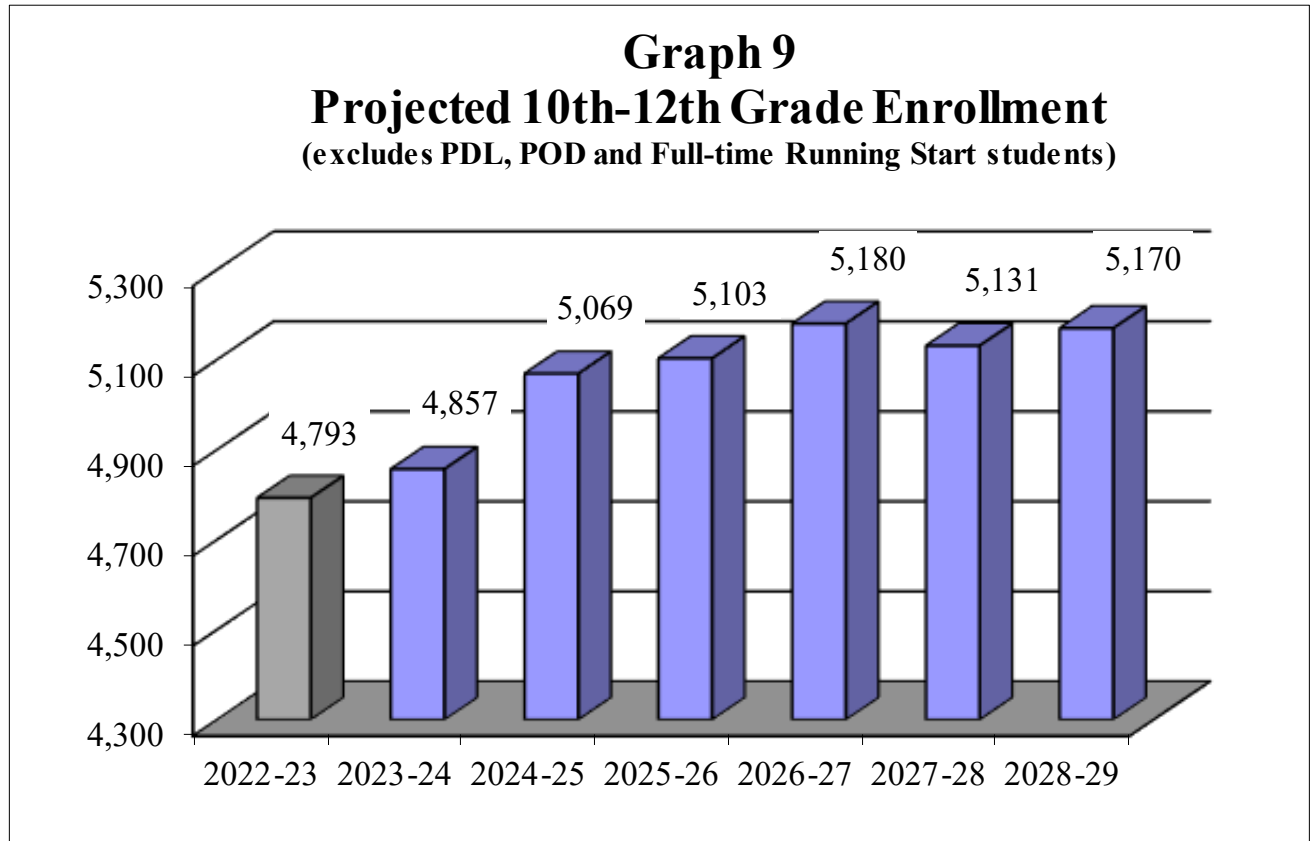
On average, the junior high school enrollment is expected to increase approximately 100 junior high students each year through the 2028-29 school year. However, the majority of the increase is forecasted in the final three years of the six-year forecast. Graph 8 sets forth the projected junior high school enrollment data over the next six years.

The junior high enrollment numbers reported in Graph 8 exclude all sixth-grade students, including students housed at junior high schools, to provide a trend comparison at the seventh to ninth grade level.

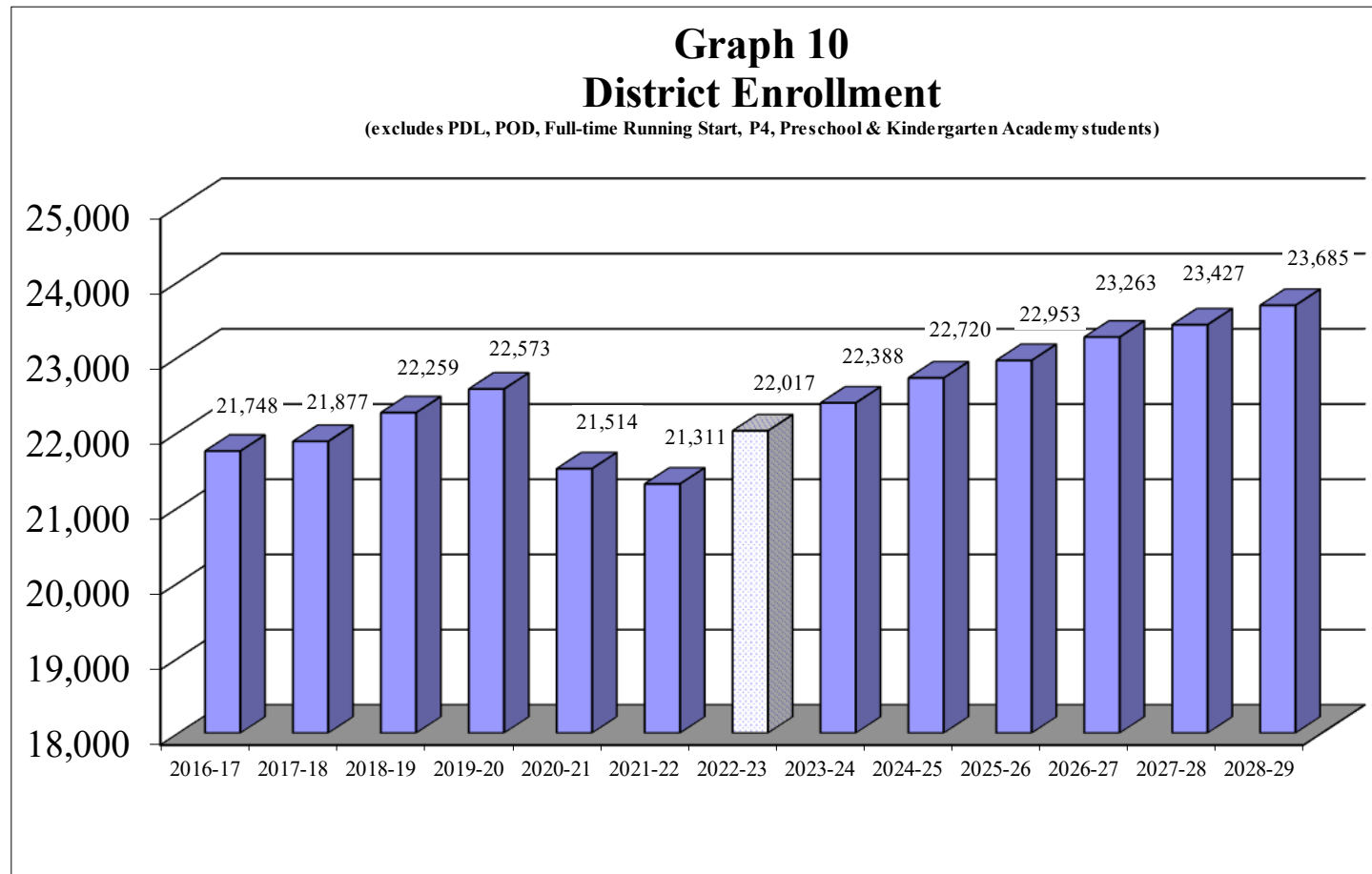


Over the next six-year period the District's high school enrollment is expected to increase from the current enrollment of 4,793 students to 5,170 students in the 2028-29 school year. The projected increase of 377 high school students represents an approximate 7.9% increase.

On average, the high school enrollment is expected to increase approximately 63 high students each year through the 2028-29 school year, with the biggest year-over-year gain expected in the 2024-25 school year. Graph 9 sets forth the projected high school enrollment data over the next six years.



Graph 10 sets forth the District's total enrollment data from the 2016-17 school year to the 2028-29 school year. Districtwide enrollment is projected to increase from 22,017 K-12 students in the 2022-23 school year to 23,685 K-12 students in the 2028-29 school year. This represents a projected increase of 1,668 students districtwide over the coming six-year period. In other words, the districtwide enrollment is expected to increase on average approximately 278 students each year through the 2028-29 school year.



VI. Forecast of Capital Facilities Needs

In the paragraphs to follow, we'll explore how the district's projected student enrollments over the next six years compared with the district's available permanent and portable space to house this projected number of students in the absence of any new construction. Specifically, based on the Level of Service (LOS) capacity calculations for each grade configuration (elementary/secondary), what space surplus or deficit is the district expecting to experience over the next six years, based on our enrollment projections over that same period of time.

Elementary Level

The district's future school space needs for the elementary level are shown in Table 9. The K-6th grade enrollment projections show growth through the 2028-29 school year. Based on the Program Capacity calculations for elementary students, as shown in [Table 5](#), the district presently has permanent capacity for 10,523 students at the elementary level.

The district is currently over capacity at the elementary level by 1,178 students. This number assumes all 6th grade students remain housed at the elementary level, except at Northwood and Mt. View which have a Kindergarten-5th grade alignment. The existing gap between student enrollment and capacity is expected to widen through 2028-29 in the absence of additional building capacity provided.

Table 9			
Future School Space Needs			
Elementary Level			
School Year	Future Enrollment Projections ¹ (# of students)	Current Program Capacity ² (# of students)	Projected Capacity Surplus/Deficit ³ (# of students)
2023-24	11,916	10,523	(1,393)
2024-25	12,098	10,523	(1,575)
2025-26	12,256	10,523	(1,733)
2026-27	12,232	10,523	(1,709)
2027-28	12,403	10,523	(1,880)
2028-29	12,396	10,523	(1,873)
¹ A 135-student reduction has been taken to represent the K-5 and 6-9 grade alignment for Edgemont JH and its feeder schools.			
² Current Program Capacity number calculated in Table 5. Includes permanent building area only.			
³ Numbers in parenthesis represent a building capacity deficit.			



Junior High Level

The district's future school space needs for the junior high level are shown in Table 10. Enrollment projections show growth through the 2028-29 school year. Based on the Program Capacity calculations, as shown in [Table 6](#), the district presently has permanent capacity for 5,984 students at the junior high level.

The district has current capacity to house an additional 463 students when including the recent junior high school expansion projects at Ballou, Stahl, and Ferrucci Junior High. This number assumes all 6th grade students remain housed at the elementary level, except at Northwood and Mt. View, schools that are Kindergarten-5th grade elementary schools. A capacity deficit is projected by the 2028-29 school year.

It should be noted that analyzing district-wide numbers mask a building capacity deficit that currently exists at Glacier View Junior High, which is expected to increase over the next six-year period.

Table 10			
Future School Space Needs			
Junior High Level			
School Year	Future Enrollment Projections¹ (# of students)	Current Program Capacity² (# of students)	Projected Capacity Surplus/Deficit³ (# of students)
2023-24	5,615	5,984	369
2024-25	5,553	5,984	431
2025-26	5,594	5,984	390
2026-27	5,851	5,984	133
2027-28	5,893	5,984	91
2028-29	6,119	5,984	(135)
¹ A 135-student increase has been taken to represent the K-5 and 6-9 grade alignment for Edgemont JH and its feeder schools.			
² Current Program Capacity number calculated in Table 6. Includes permanent building area only.			
³ Numbers in parenthesis represent a building capacity deficit.			



Senior High Level

The district's future school space needs for the high school level are shown in Table 11. Based on the Program Capacity calculations for high school students, as shown in [Table 6](#), the district presently has permanent capacity for 4,072 students at the high school level.

The district is currently over capacity at the high school level by 785 students. The existing gap between student enrollment and capacity is projected to increase over the next six years in the absence of additional permanent capacity constructed within the district.

Table 11			
Future School Space Needs			
Senior High Level			
School Year	Future Enrollment Projections (# of students)	Program Capacity¹ (# of students)	Projected Capacity Surplus/Deficit² (# of students)
2023-24	4,857	4,072	(785)
2024-25	5,069	4,072	(997)
2025-26	5,103	4,072	(1,031)
2026-27	5,180	4,072	(1,108)
2027-28	5,131	4,072	(1,059)
2028-29	5,170	4,072	(1,098)
¹ Current Program Capacity number calculated in Table 6. Includes permanent building area only.			
² Numbers in parenthesis represent a building capacity deficit.			



Property Acquisition Forecasting

When considering property acquisition, the district considers plans 20+ years into the future. The largest percentage of long-term growth continues in the southeastern portion of the district, including the Sunrise Master Plan area with over 1,100 additional housing units yet to be built and occupied. Long-range district enrollment projections show student growth is expected through the 2034-35 school year. In October 2034, the district's K-12 total enrollment is projected to be 24,783 students. This represents an 12.6% enrollment increase over the next twelve-year period.

The primary means to construct new permanent capacity is planned by expanding existing campuses or building on vacant property previously acquired by the district. To support the expansion of existing school facilities, site expansion may also be necessary through future acquisition of adjacent property. Alternatively, the district has also identified a site for a future secondary level school adjacent to Hunt Elementary. This section lists the potential areas of property acquisition over the next six-year period as of the date of the report.

Elementary Level

- Stewart Elementary– At 3.99 acres, the Stewart Elementary campus is second only to Meeker Elementary in terms of the smallest elementary school site in the district. Long-range plans for Stewart Elementary include a two-story classroom-wing addition. There are private properties adjacent to the school site located south and west of the school. District staff will look for future opportunities to purchase the adjacent properties when made available by the owners, potentially within the next six years.
- Spinning Elementary – The Citizens Facilities Advisory Committee has identified Spinning Elementary for a future school replacement and expansion project. Additional property adjacent to Spinning Elementary may be considered for acquisition in the future, to add to the existing 4.5-acre site.
- Ridgecrest Elementary – additional property would allow for improved access and vehicular circulation to/within the Ridgecrest Elementary campus.

Secondary Level

- Puyallup High School – The Puyallup High School campus remains significantly undersized to accommodate the site improvements identified by the district's high school education specifications for a comprehensive high school facility. The total site acreage is less than 15 acres. To provide space for athletic fields and onsite parking for staff and students, additional land acquisition is a priority for its ability to serve a projected enrollment increase. On November 4, 2019, the district purchased 1.1 acres from Immanuel Lutheran Church, across the street from the school's main entrance, and on May 24, 2023, the district purchased a 5,600 sq ft residential property next to the Puyallup High School staff parking lot. District staff will continue to work with adjacent property owners, as opportunities arise, to increase the footprint of the high school campus.



- Sparks Stadium – Sparks Stadium is the premier outdoor athletic venue within the Puyallup School District and supports games, practices, and events from schools throughout the district, including the three comprehensive high schools. It also supports physical education instruction for Puyallup High School during the school day and highly desired community-use facility. The district has continued to acquire adjacent property to the Sparks Stadium campus over the past 50+ years. In 2013, the district purchased the Manweiler property at the corner of 5th Ave SW and 7th St SW. Most recently on October 3, 2022, the district purchased a 1/3-acre vacant lot surrounded by the stadium property to the north, east and south. Long terms plans include additional property acquisition west/southwest of the stadium site to support the construction of a full-sized practice field.

Support Services

- Aliza Property (next to Costco on South Hill) – On May 18, 2023, the district purchased 4.5-acres east of the district’s South Hill Support Campus known as the Aliza Parcel B property. The need for additional property was identified through the Operations Master Plan process which was presented to the Board of Directors at its regular meeting on October 18, 2021. The plan includes expansion of school bus parking on the South Hill site.

Property Surplus

The Kessler Center project allowed the district to consolidate several remote offices and educational programs into the new building located on the South Hill Support Center Campus. The district relocated programs such as Digital Learning and Parent Partnership and the Advance Program to the South Hill Support Campus from leased facilities, eliminating multiple monthly lease payments, resulting in subsequent annual savings. The Special Services Department also relocated to the Kessler Center building.

The Lidford Property has been approved for surplus and is currently listed for sale.

The office building at 214 W. Main is downtown Puyallup is also currently being considered for surplus. The Board of Directors held a public hearing for the potential intergovernmental disposition of property, as allowed per RCW 39.33.010 and RCW 39.33.020, for the property at the Aug. 21, 2023, school board meeting. The process was initiated due to the interest to acquire the property by the City of Puyallup.



VII. Capital Improvement Plan

In the paragraphs to follow, we'll explore the district's plan to meet its facility needs for the next six years. Specifically, this report will examine over the next six-year period what new school facilities are proposed to be constructed, when they will be ready for occupancy, and where they will be located. An analysis will be made of how the new school construction will help mitigate the need for additional building capacity, as defined by our future enrollment projections.

The "District Standard" educational specification for all K-12 programs will be utilized as a blueprint for creating "Site Level" educational specifications for all the district's buildings. This will establish a districtwide program standard to be articulated at each site, considering the constraints of the specific site.

November 2015 Capital Bond Program

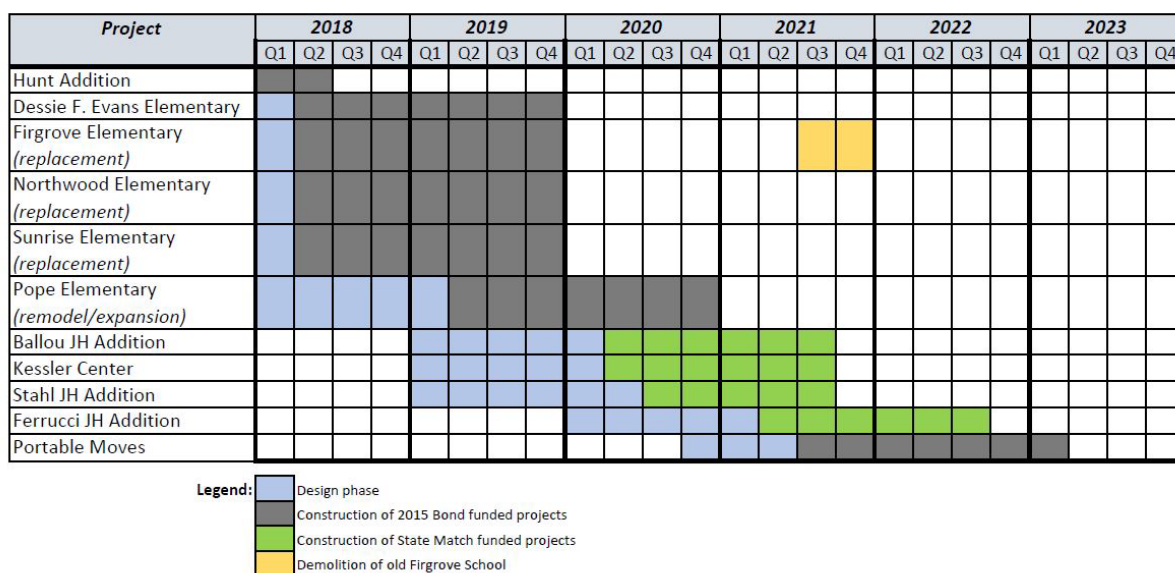
As part of the November 3, 2015, General Election voters approved a \$292.5 million bond with a 69% approval. The funds for the capital bond have financed six major capital bond projects, all at the elementary level. The projects include:

- School building replacements at [Firgrove](#), [Northwood](#), and [Sunrise](#) elementary with larger elementary schools that include 30 home rooms. These school buildings opened for the beginning of the 2019-20 school year.
- New construction of [Dessie Evans Elementary](#) with 44 home rooms on district-owned property 7911 144th St. E., located west of Meridian on South Hill. This new school opened for the 2019-20 school year.
- Remodel and expansion of [Pope Elementary](#) with 32 home rooms, consisting of 28 general classrooms, along with two preschool classrooms and two self-contained rooms for special education. The project provided a new gym/cafeteria, relocation of some play areas, and expansion of the bus loop and parking areas. Staff and students at Pope Elementary were temporarily housed at the Firgrove Elementary site in the 2019-20 school year to allow for the major phases of construction. The project was complete for the beginning of the 2020-21 school year.
- A 12-classroom addition at [Hunt Elementary](#). This project was completed and opened for the 2018-19 school year.

The schedule tied to the 2015 Capital Bond Program is outlined in the diagram below.



Bond Projects/State Match Projects Schedule



Junior High Classroom Additions

[Ballou JH](#) and [Stahl JH](#) addition projects were completed in fall 2021 with the [Ferrucci JH addition](#) opened in fall 2022. These projects were funded primarily with state match monies received from the state for the 2015 Bond Program projects, as recommended by the Bond Oversight Committee and approval by the Board of Directors.

Temporary Classroom Facilities (Portables)

The bond schedule diagram above demonstrates the point that construction of new permanent facilities is a multi-year process. The district will continue to utilize portable classrooms over the next six-year period, particularly at elementary and at high school, to house students that cannot be accommodated in permanent classroom space. This includes the purchase of new portable classroom buildings and the relocation of existing portables. The need to move/add portable classroom buildings will be evaluated on an annual basis.

Kessler Center

The 40,000 square foot multipurpose building opened in September 2021 at the South Hill Support Campus located next to Costco at 1501 39th Ave SW. [Kessler Center](#) is home for the following:

- Puyallup Digital Learning (PDL)
- Advance Program (Special Services young adult program);
- Child Find;
- Highly Capable headquarters; and
- Puyallup Special Services staff



The central location of the Kessler Center provides an opportunity for professional development space for staff and a school board meeting room. The building was funded through State Match funds from the 2015 bond program.

Citizens Facilities Advisory Committee

A committee of 24-members made up of parents, high school students, educators, and community members was commissioned by the school board in April 2021 to update the 12-year comprehensive facilities planning document known as the [Citizens Facilities Advisory Committee](#) report, as well as prepare a recommendation for a future bond package. The committee's work began in May 2021 and continued through the 2021-22 school year, including 15 committee meetings and an [update report](#) to the school board on January 21, 2022. The committee's [final report](#) was presented to the Board of Directors on April 22, 2022.

2022 Capital Levy Elections

The district proposed a \$125 million-dollar capital levy in February 2022 and again in November 2022. The February proposal failed to pass with a 48.5% approval. The November levy proposal failed by a narrower margin, receiving 49.76% approval. Fifty percent is the minimum required to pass a levy in Washington State.

The main difference between the capital levy requests was the reallocation of funding for a central transportation facility proposed in February into additional safety, security, and technology improvements districtwide.

The district is considering running another capital levy within the next year.

Future Bond Program

For purposes of this plan update, the project recommendations from the [2021-22 Citizens Facilities Advisory Committee report](#) will be used as the basis of the proposed capital facilities projects planned over the future six-year window. However, it should be noted that the timing, sequencing, and construction of a future bond program will ultimately be contingent on the following:

- Bond Advisory Committee recommendation (BAC not yet commissioned)
- Bond Program approval by Puyallup School Board
- Voter approval of Bond Program

This plan assumes a February 2025 Bond Program Special Election proposal approved by voters. Design work for some projects would begin in early 2025 with construction spanning into the 2029 calendar for the final projects.



[illegible]

Level of Service Comparison

The following tables and figures will demonstrate how the implementation of the Future Bond Program described in this six-year plan will impact the district's ability to meet the District Level of Service standards by comparing future permanent capacity to projected enrollment at each grade level.

Elementary Level

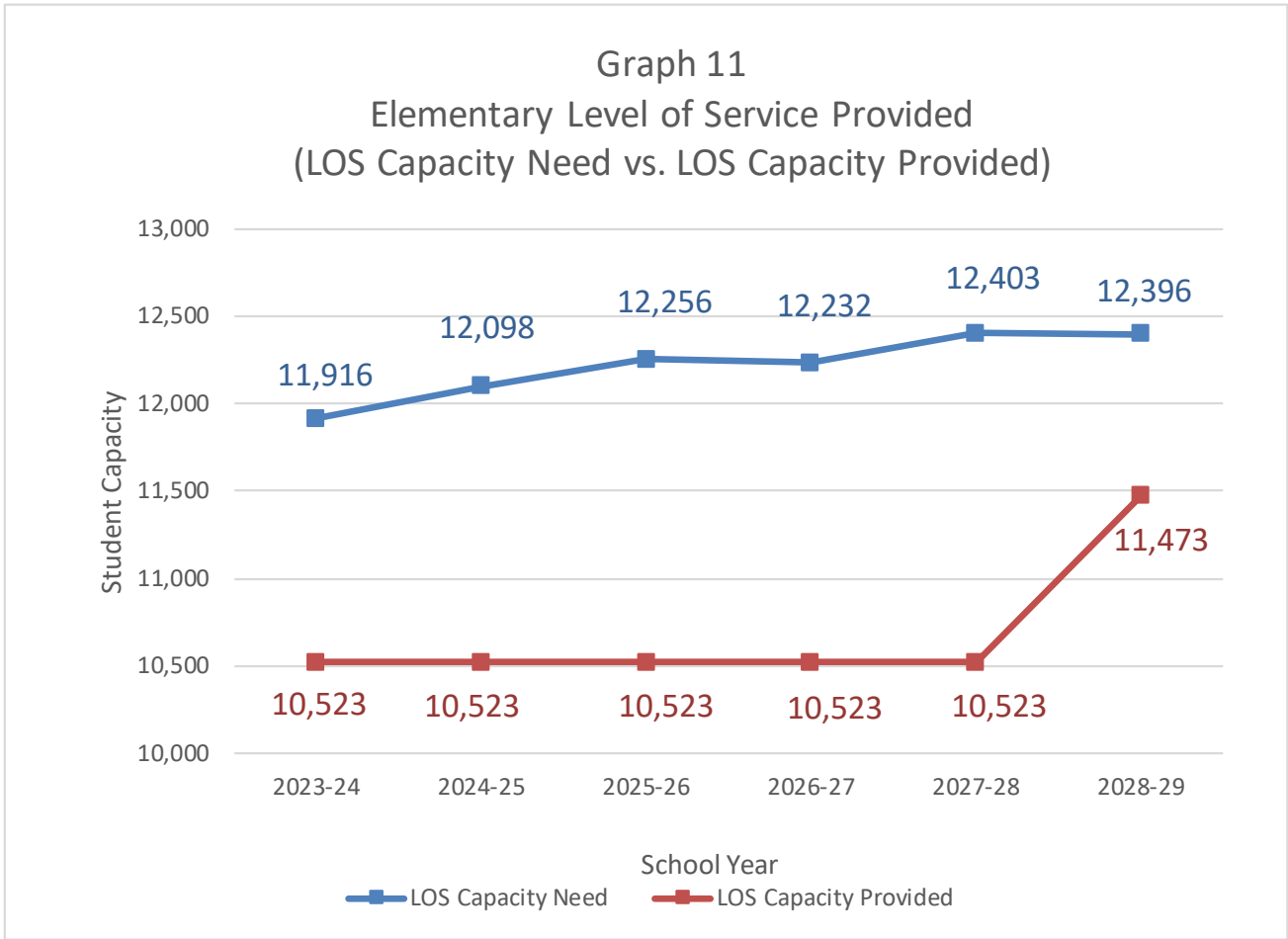
In 2023-24, the district will provide total permanent capacity for 10,523 students based upon the adopted Level of Service standards. A 950-student capacity new elementary school, similar in size to Dessie Evans Elementary, is proposed to be constructed and open for the 2028-29 school year. The Future Bond Program also includes two school building replacement projects at Spinning Elementary and Waller Road Elementary that will be under construction during the 2028-29 school year. Both projects will add additional elementary student capacity beginning in the 2029-30 school year, outside of the six-year window of this plan.

Table 12				
Existing and Proposed Permanent Student Capacity				
at the				
Elementary Level				
School Year	Existing Permanent Capacity	Proposed Permanent Capacity Addition	Total Permanent Capacity	School Project
2023-24	10,523	Existing Capacity (Table 5)	10,523	
2024-25	10,523	0	10,523	
2025-26	10,523	0	10,523	
2026-27	10,523	0	10,523	
2027-28	10,523	0	10,523	
2028-29	10,523	950	11,473	New Elementary (South Hill East region)

Note: Numbers represent permanent student capacity. Waller Road Elementary replacement and Spinning Elementary replacement projects planned to open in Sept. 2030



Graph 11 charts the projected student housing need vs. the planned student housing provided at the elementary level. The 2028-29 opening of the new elementary school in the district’s southeast region will reduce the projected gap by approximately half. The gap will be further decreased with the opening of the Spinning Elementary and Waller Road Elementary replacement buildings in the 2029-30 school year. Over the next six-year period, portable classrooms will be utilized to supplement the permanent building capacity to house the larger number of projected student enrollment.



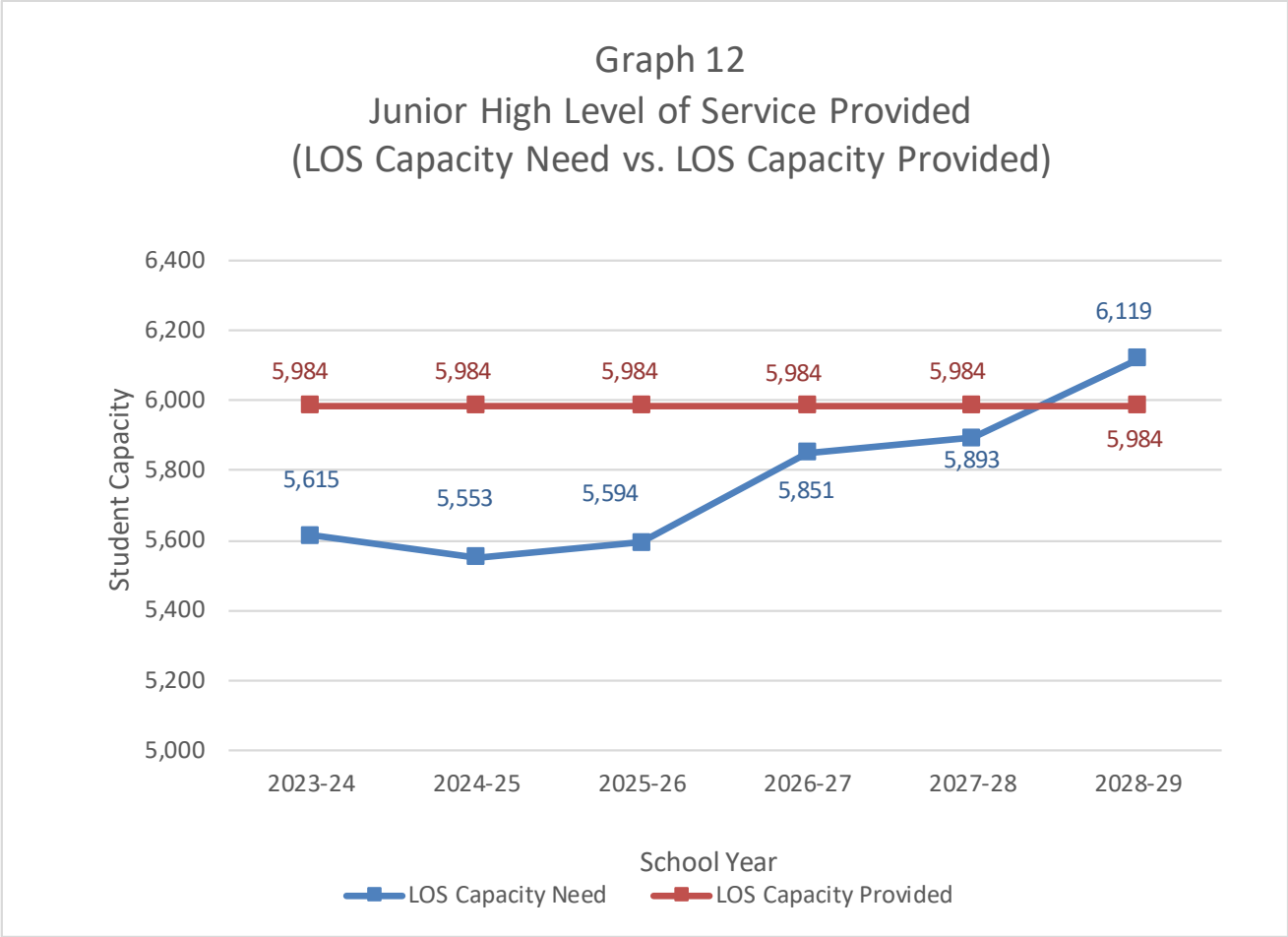
Junior High Level

Presently, the district is providing total permanent capacity for 5,984 students based upon the adopted Level of Service standards, which includes the recent classroom additions of Stahl Junior High and Ballou Junior High school in 2021-22, as well as the opening of the Ferrucci Junior High classroom addition in 2022-23.

Table 13				
Existing and Proposed Permanent Student Capacity				
at the				
Junior High Level				
School Year	Existing Permanent Capacity	Proposed Permanent Capacity	Total Permanent Capacity	School
2023-24	5,984	0	5,984	
2024-25	5,984	0	5,984	
2025-26	5,984	0	5,984	
2026-27	5,984	0	5,984	
2027-28	5,984	0	5,984	
2028-29	5,984	0	5,984	
Note: Numbers represent permanent student capacity. Glacier View Junior High Classroom Addition planned to open in Sept. 2030				



Graph 12 charts the projected student housing need vs. the planned student housing provided at the junior high level. With the recent classroom addition projects at Ballou, Stahl, and Ferrucci Junior High schools, the projection shows sufficient student capacity at the Junior High level through 2027-28. A 116-student permanent capacity deficit is projected in 2028-29. A classroom addition at Glacier View Junior High is planned to open in Fall 2030 to address longer-range student growth in its attendance area, primarily within the Sunrise Master Plan community.



High School Level

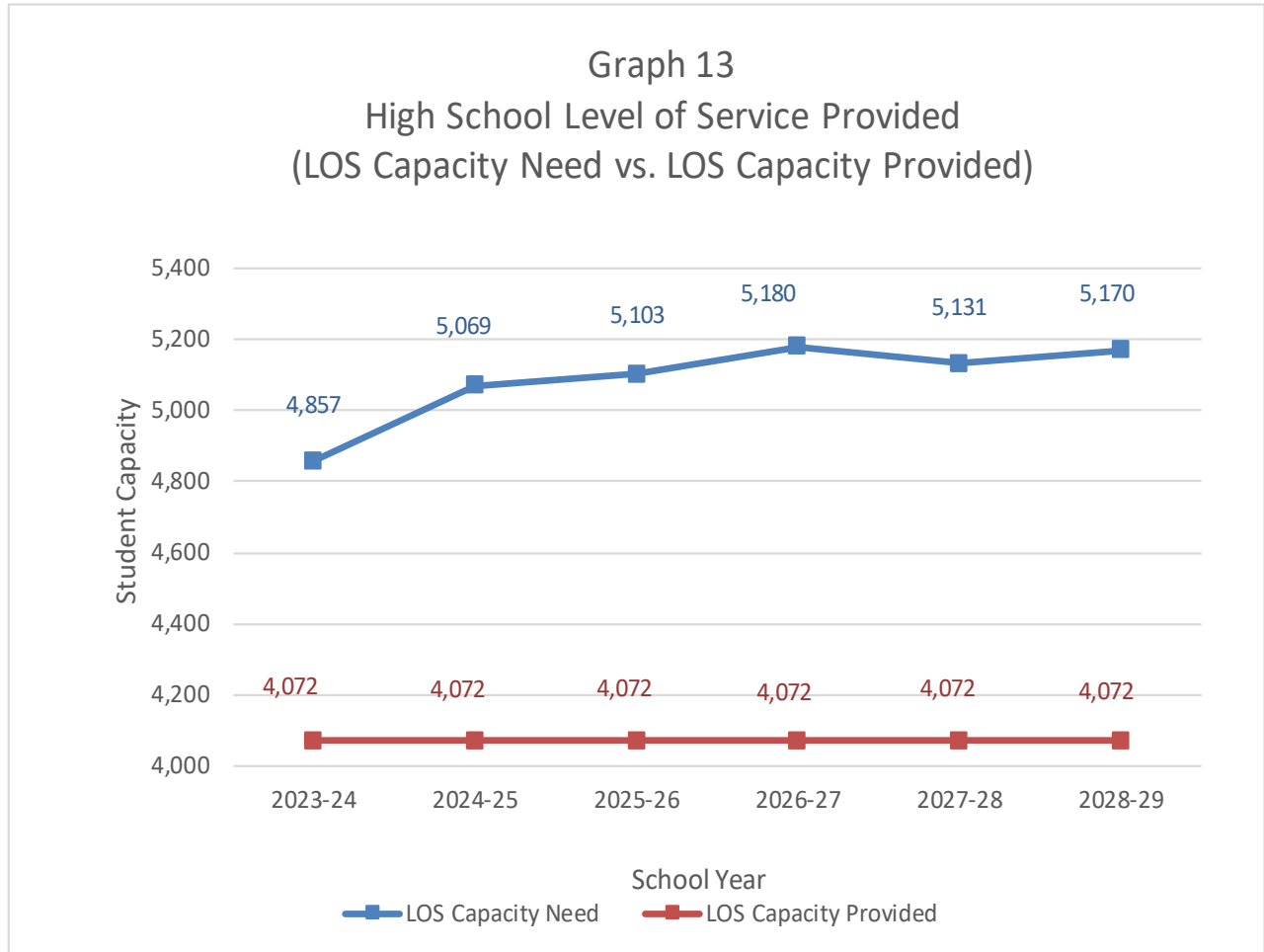
Presently, the district is providing total permanent capacity for 4,072 students based upon the adopted Level of Service standards. The high school capacity decreased this year compared to last year with the closure of the Puyallup High School Library Science Building.

Remodel and expansion projects are planned for all four high school sites and will be under construction during the six-year window of this plan. Projects at Emerald Ridge, Rogers, and Puyallup High School buildings will be completed for the 2029-30 school year, while Walker High School improvements are planned for completion in the 2030-31 school year. Portable classrooms will be used in the interim to address overcrowding and growth issues until permanent building capacity can be constructed.

Table 14				
Existing and Proposed Permanent Student Capacity				
at the				
Senior High Level				
School Year	Existing Permanent Capacity	Proposed Permanent Capacity	Total Permanent Capacity	School
2023-24	4,072	0	4,072	
2024-25	4,072	0	4,072	
2025-26	4,072	0	4,072	
2026-27	4,072	0	4,072	
2027-28	4,072	0	4,072	
2028-29	4,072	0	4,072	
Note: Numbers represent permanent student capacity. Remodel and expansion projects at PHS and RHS and the ERHS Classroom Addition project are scheduled to to be complete in Sept. 2029. Walker HS addition scheduled to open in 2030.				



Graph 13 charts the projected student housing need vs. the planned student housing provided at the high school level. A significant gap exists. The November 2019 High School Improvements bond program would have provided the needed permanent space by the 2022-23 school year, however, the bond failed to receive the 60% supermajority approval by voters. Future bond projects are planned to begin design and construction over the next six years but will open beginning in the 2029-30 school year, outside the timeframe of the chart below. Portable classroom facilities will be used to meet the student house need until permanent building capacity can be constructed.



VIII. Finance Plan

Introduction

The Puyallup School District recognizes the value of long-range capital facilities planning. The development of the six-year capital improvement plan identified earlier in the previous section addresses the district's need for additional permanent and temporary instructional space to accommodate the additional students anticipated to enroll over the next six school years. In addition, replacement and modernization of existing space is needed to address code improvements, energy enhancements and educational upgrades.

In conjunction with the capital improvement plan, the district needs a means of financing the new construction, replacement construction, and modernization. In the paragraphs to follow, the costs associated with the construction projects identified in the Capital Improvement Plan will be presented. In addition, the fund sources available to implement said construction projects will also be identified.

Construction Costs

A number of factors influence the total cost and, specifically, the local share of any school construction project. Even within the same school district, two (2) identical schools constructed at the same time will likely not be constructed for the same cost. The major factors that impact the cost of school construction are as follows:

1. The per acre cost of school sites will vary considerably from district to district. In general, the more urban a district tends to be, the costlier the school sites.
2. The acreage of available property will vary from site to site.
3. The proximity of needed utilities (i.e., water, sewer, electricity, etc.) and roadways to a school site are often times significant cost variables.
4. As mentioned earlier, the nature of the instructional programs housed in school facilities drastically impact the cost of those facilities. The square foot cost of senior high schools is almost always higher than elementary and junior high schools. The square footage costs of junior high schools are usually higher than elementary schools. Specialized facilities for Vocational and Special Education programs can also increase construction costs.
5. The posture of the local governmental planning agencies (City or County) will affect such items as off-site street improvements, landscaping, street signaling and signage.
6. The "bidding climate" at the time a school construction project comes online is terribly important. Normally, the less construction works available the more competitive the general contractors become and visa-versa.



7. The experiences and competence of the lowest bidding general contractor and their major subcontractors can also impact the final cost of any school construction project.
8. The State's "matching percentage", as determined in accordance with the formula set forth in RCW 28A.525.166, establishes the relationship between the local and state funding of any school construction project.
9. The enrollment projection provisions of the State's "space allocations" as outlined in WAC 392-343-045 determine just how much area of a school facility will be eligible for state matching funds. Building a new school (i.e., elementary, junior high, senior high) without full "unhoused" eligibility increases the amount of local funds that have to be spent on a project.
10. The State's "construction cost allocation" also impacts the level of state financial assistance, as spoken to in WAC 392-343-060.
11. Increases over time of the basic costs of construction, labor, materials, and equipment. Over short periods these costs can be volatile. In particular, recent dramatic escalations in material costs have greatly impacted project costs.

Funding Sources

School districts utilize budgets consisting of several discrete funds. However, for the most part, the capital needs of any school system are addressed with the Capital Projects Fund and the Debt Service Fund.

The Capital Projects Fund is used for purposes such as: (a) to finance the purchase and development of school sites; (b) the construction of new and replaced facilities and the modernization of existing facilities; and (c) the purchase of initial equipment, library books and textbooks for new, replaced and remodeled facilities. Revenues accruing to the Capital Project Fund come primarily from bond sale proceeds, capital levy collections and state matching funds. However, revenues from the General Fund, the sale or lease of property and contributions can also be accrued to the Capital Projects Fund. Under the authority of the Growth Management Act (GMA), impact fees are accrued to the Capital Projects Fund. Mitigation funds that accrue under the authority of SEPA or the State Subdivision Act are also deposited in the District's Capital Projects Fund.

The Debt Service Fund is used as a mechanism to pay for bonds. When a Bond Issue passes, a school district sells bonds that have a face value and an interest rate. Local property taxes are adjusted to provide the funds necessary to meet the approved periodic payments on sold bonds. The proceeds from the taxes collected for this purpose are deposited in the Debt Service Fund and drawn out for payments at the appropriate times.



Sources of Public Money

Bonds

These are financial instruments having a face value and an interest rate that is determined at the time and by the conditions of their sale. Bonds are backed by the "full faith and credit" of the issuing school district and may be paid from proceeds derived from a specific increase in the property taxes for that purpose. The increase in taxes results in an "excess levy" of taxes beyond the constitutional limit, so the bonds must be approved by a vote of the people in the jurisdiction issuing them. The total of outstanding bonds issued by the jurisdiction may not exceed five percent of the assessed value of the property within that jurisdiction at the time of issuance.

Bonds are multi-year financial instruments, generally issued by school districts for 20 years. Because of their long-lasting impact, they require both an extraordinary plurality of votes and a specific minimum number of voters for validation. The positive votes must equal or exceed 60 percent of the total votes cast on the issue and the total number of voters must equal or exceed 40 percent of the total number of voters in the school district who cast ballots in their last general election.

Proceeds from bond sales are limited by bond covenants and must be used for the purpose(s) for which the bonds are issued. They cannot be converted to a non-capital or operating purpose. The life of the improvement resulting from the bonds must meet or exceed the term of the bonds themselves.

Capital Levies

These differ from bonds in that they do not result in the issuance of a financial instrument and, therefore, do not affect the "bonded indebtedness" of a school district. This method of financing is a straight increase in property tax rates to produce a voter-approved dollar amount. The amount generated from the capital levy is then available to a district in the approved year. The actual levy rate itself is determined by dividing the number of dollars approved by the assessed valuation of the total school district at the time the taxes are set by the County Council.

Capital levies can be approved for up to a six-year period. The amounts to be collected are identified for each year separately and the tax rates set for each individual year. Like bond issues, capital levies must be used for the specified capital purpose(s) for which they were passed. They cannot be converted to a non-capital or operating purpose.



State Matching Funds

The State of Washington has a Common School Construction Fund. The State Board of Education is responsible for administration of the funds and the establishment of matching ratios on an annual basis. The Office of the Superintendent of Public Instruction (OSPI), on behalf of the State Board of Education, has determined that Puyallup School District's matching ratio for 2023 is 63.18%, for those expenses that are defined as match eligible.

The base to which the percent is applied is the cost of construction, as determined by the Construction Cost Allocation. The Construction Cost Allocation is an index of construction costs that is used by the state to help define or limit their level of support. This construction cost index rarely matches the actual cost of school construction in districts across Washington State. Nevertheless, the Construction Cost Allocation for school construction costs per OSPI (July 1, 2024), is \$271.61 per square foot.

The formula for determining the amount of state matching support can be expressed as $A \times B \times C = D$, where:

- A = eligible area (determined by OSPI's student square foot allowances)
- B = the Construction Cost Allowance (in dollars per square foot)
- C = a school district's applicable matching rate
- D = the amount of state fiscal assistance to which a district will be entitled

Qualification for state matching funds involves an application process. Districts may submit information for consideration by the State Board of Education. Once approved, a district qualifies for matching funds in a sequence that recognizes the existing approvals of previous submittals. Failure of a school district to proceed with a project in a timely manner can result in the loss of a district's "place in line."

Funds for the state match come from the Common School Construction Fund using revenues accruing predominantly from the sale of renewable resources, primarily timber, from state school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet current needs, the legislature can appropriate additional funds, or the State Board of Education can establish a moratorium on certain projects (Chapter 392, Sections 341-347 of the Washington Administrative Code).

Market demand for timber and wood products has been declining over the past decade resulting in a substantial decrease in state matching revenues. Efforts in the State Legislature to supplement timber-generated revenues with general fund moneys have been partially successful. As noted in WAC 392-343-057, if state matching monies are not available to fund a specific school project, then school districts may proceed at their own financial risk. At such time state monies do become available, reimbursement will be made to the district for the state's share of said school project.



Mitigation/Impact Fees

According to RCW 82.02.090, the definition of an impact fee is ". . . a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. 'Impact fee' does not include a reasonable permit or application fee."

Mitigation or impact fees can be calculated based on "unhoused student need" or "the maintenance of a district's level of service" as related to new residential development. A mitigation/impact fee may be imposed based upon a determination of insufficient existing permanent and/or portable school space or to pay for permanent and/or portable school space previously constructed due to growth in the district. The amounts to be charged are then calculated based on the costs for providing the space and the projected number of students in each residential unit. A district's School Board must first approve the application of the mitigation or impact fees, and, in turn, approval must then be granted by the other general government jurisdictions having responsibility within the district, counties, cities and towns. In the Puyallup School District those general government jurisdictions include the City of Puyallup, City of Edgewood, and City of Fife, along with Pierce County.

Furthermore, developers may contribute properties that will have value to a district. In such cases, the developer is entitled to a credit for the actual cost of the provided property. This credit can reduce or eliminate the mitigation or impact fee that would have been chargeable under the mitigation/impact fee calculation. Following is the mitigation fee calculation for this year (see Table 16).

The district anticipates receipt of approximately \$4,500,000 over the next six years. This calculates to be an average annual collection rate of \$750,000.

Table 15 is a summary of the impact fee calculation factors with brief comments related to their origin. The factors are used in the calculation to determine the fee.

Table 16 represents Puyallup School District's Unfunded Need calculation for 2023. The Unfunded Need calculation represents the average financial impact, per new residential unit, to the district to pay for the necessary public facilities to serve new student growth. Ultimately, in the case of the Puyallup School District, the municipalities of Puyallup, Fife, Edgewood, and Pierce County determine the rate of impact fee collection as adopted in their respective impact fee ordinances. At the request of Pierce County, a note has been added at the bottom of Table 16 that calculates the Fee Obligation, per Pierce County code 4A.30.030



Table 15				
Impact Fee Calculation Factors				
Description	Grade Span	Value	Units	Comments
Student Generation Factor - Single Family Residence	Elementary	0.379	Students/Resid	See Table 7
" "	Jr. High	0.158	Students/Resid	" "
" "	Sr. High	0.132	Students/Resid	" "
Student Generation Factor - Multi-Family Residence	Elementary	0.205	Students/Resid	See Table 8
" "	Jr. High	0.072	Students/Resid	" "
" "	Sr. High	0.055	Students/Resid	" "
Facility Acreage	Elementary	17	Acres	Based on Dessie Evans Elementary
"	Jr. High	43.2	Acres	Based on Tacoma Water property purchase next to Hunt Elementary. Site has critical area and entitlement constraints.
"	Sr. High	1.1	Acres	Based on Immanuel Lutheran property acquisition near PHS
Cost per Acre	Elementary	\$0	Cost/Acre	
	Jr. High	\$46,875	Cost/Acre	Based on Tacoma Water property purchase
	Sr. High	\$681,818	Cost/Acre	Based on Immanuel Lutheran property acquisition near PHS
Facility Capacity - New Construction	Elementary	950	New Student Capacity	Planned Capacity for Elementary 24.
" "	Jr. High	200	New Student Capacity	Based upon Ferrucci JH addition project
" "	Sr. High	400	New Student Capacity	Projected new capacity of ERHS classroom addition project.
Facility Size - Temp Construction	Elementary	22	Adopted Elementary LOS	22 students per general education teaching station.
" "	Jr. High	30	Adopted Secondary LOS	30 students per general education teaching station.
" "	Sr. High	32	Adopted Secondary LOS	32 students per general education teaching station.
Permanent Student Capacity	Elementary	1,259,255	Square Feet	see Table 4
" "	Jr. High	746,322	Square Feet	see Table 4
" "	Sr. High	653,072	Square Feet	see Table 4
Portable Sq. Footage(Total)	Elementary	106,896	Square Feet	see Table 4
" "	Jr. High	17,376	Square Feet	see Table 4
" "	Sr. High	42,944	Square Feet	see Table 4
Facility Cost - New Construction	Elementary	\$108,660,000	Cost/Grade Level	Based upon Elementary 24 new construction with 2027 mid-construction cost estimate.
" "	Jr. High	\$22,630,000	Cost/Grade Level	Based upon Glacier View JH Addition mid-construction cost estimate
" "	Sr. High	\$58,410,000	Cost/Grade Level	ERHS Classroom Addition with 2027 mid-construction cost estimate.
Facility Cost - Temp Construction	Elementary	\$250,000	Cost/Portable	Assumes the reuse / relocation of existing portables within the district.
" "	Jr. High	\$250,000	Cost/Portable	" "
" "	Sr. High	\$250,000	Cost/Portable	" "
Construction Cost Allocation	All	\$271.61	Cost/Sq Foot	Per State OSPI as of July 1, 2024
OSPI Space Allocation/Student	Elementary	90.0	Sq Foot/Student	Per State Funding Allocation
"	Jr. High	121.3	Sq Foot/Student	" "
"	Sr. High	130.0	Sq Foot/Student	" "
State Funding Assistance	All	63.18%	Percent	2023 State Funding Assistance for Puyallup SD
Average Assessed Value - Single Family	All	\$ 530,870	Cost/Unit	Per Pierce County Assessor-Treasurer 2023 Residential Revaluation Report
Average Assessed Value - Multi-Family	All	\$ 335,299	Cost/Unit	Per Pierce County Assessor-Treasurer 2023 Residential Revaluation Report, using "Townhouse" avg
Capital Bond Interest Rate	All	3.36%	Percent	Estimated average rate of outstanding bond sales.
Years Amortized	All	10	Years	Pierce County Code 4.A.30.030, Table 4A.1.
Property Tax Levy Rate - Capital Construction Portion	All	\$ 1.07	Cost/1000 of Assessed Value	Per Pierce County Assessor-Treasurer Certification of 2022 Levies and 2023 Tax Rates letter dated 1/5/2023.



Table 16							
Impact Fee Calculation							
School Site Acquisition Cost:							
(((Acres x Cost per Acre) / Facility Capacity) x Student Generation Factor)							
	Facility	Cost/	Facility	Student	Student	Calculated	
	Acreage	Acre	Size	Factor		Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	17.00	\$0	950	0.379	0.205	\$ -	\$ -
Jr. High	43.20	\$46,875	200	0.158	0.072	\$ 1,595.42	\$ 725.63
Sr. High*	1.10	\$681,818	30	0.132	0.055	\$ 3,295.33	\$ 1,367.68
*includes costs for potential additions to existing campuses only					TOTAL	\$ 4,890.75	\$ 2,093.31
School Construction Cost:							
(((Facility Cost / Facility Capacity) x Student Generation Factor) x (permanent / Total Sq Ft))							
	%Perm/	Facility	Facility	Student	Student		
	Total Sq.Ft.	Cost	Capacity	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	92.18%	\$108,660,000	950	0.379	0.205	\$ 39,980.37	\$ 21,656.92
Jr. High	97.72%	\$22,630,000	200	0.158	0.072	\$ 17,423.62	\$ 7,924.58
Sr. High	93.83%	\$58,410,000	400	0.132	0.055	\$ 18,019.49	\$ 7,478.75
					TOTAL	\$ 75,423.47	\$ 37,060.26
Temporary Facility Cost:							
(((Facility Cost / Facility Capacity) x Student Generation Factor) x (Temporary / Total Square Feet))							
	%Temp/	Facility	Facility	Student	Student	Cost/	Cost/
	Total Sq.Ft.	Cost	Capacity	Factor	Factor	SFR	MFR
				SFR	MFR		
Elementary	7.82%	\$250,000	22	0.379	0.205	\$ 337.18	\$ 182.65
Jr. High	2.28%	\$250,000	30	0.158	0.072	\$ 29.88	\$ 13.59
Sr. High	6.17%	\$250,000	32	0.132	0.055	\$ 63.39	\$ 26.31
					TOTAL	\$ 430.45	\$ 222.55
State Matching Credit:							
Area Cost Allowance X SPI Square Footage X State Match % X Student Factor							
	Area Cost	SPI	State	Student	Student	Cost/	Cost/
	Allowance	Footage	Match %	Factor	Factor	SFR	MFR
				SFR	MFR		
Elementary	271.61	90.0	63.18%	0.379	0.205	\$ 5,856.71	\$ 3,172.51
Jr. High	271.61	121.3	63.18%	0.158	0.072	\$ 3,279.94	\$ 1,491.78
Sr. High	271.61	130.0	63.18%	0.132	0.055	\$ 2,933.88	\$ 1,217.67
					TOTAL	\$ 12,070.52	\$ 5,881.96
Tax Payment Credit:							
						SFR	MFR
Average Assessed Value						\$ 530,870	\$ 335,299
Capital Bond Interest Rate						3.36%	3.36%
Net Present Value of Average Dwelling						\$ 4,446,356	\$ 2,808,331
Years Amortized						10	10
Property Tax Levy Rate						\$ 1.07	\$ 1.07
Present Value of Revenue Stream						\$ 4,741.79	\$ 2,994.93
Fee Summary:							
				Single -	Multiple -		
				Family	Family		
Site Acquisition Costs				\$ 4,890.75	\$ 2,093.31		
Permanent Facility Cost				\$ 75,423.47	\$ 37,060.26		
Temporary Facility Cost				\$ 430.45	\$ 222.55		
State Match Credit				\$ (12,070.52)	\$ (5,881.96)		
Tax Payment Credit				\$ (4,741.79)	\$ (2,994.93)		
Unfunded Need				\$ 63,932.37	\$ 30,499.23	YEAR 2023	
Note: Pierce County code 4A.30 calculates the Unfunded Need x 50% = the Fee Obligation (The Fee Obligation is the lesser of the Fee Calculations or the Maximum Fee Obligation as defined in Pierce County code 4A.30.030 School Impact Fee Schedule)				\$ 31,966.18	\$ 15,249.62		



Funding for School Facilities

The ability to move forward on school construction projects in the Puyallup School District hinges primarily on two factors. First, the district needs to have local funding available to help pay for the cost of any school construction project. Normally, school districts secure most of their local funds through the sale of general obligation bonds, as approved by the voters of their districts. The authority to issue and sell such bonds rests in the Constitution and laws of the State of Washington, including RCW 28A.530.010 and RCW 84.52.056.

Second, and of importance to the Puyallup School District, is its eligibility for State Matching Funds. Such state financial assistance is used along with local funds to pay for the cost of school construction projects. However, state monies cannot be used to purchase school sites, to make off-site improvements and/or fund those specific items spoken to in WAC 392-343-120. The formula for determining the exact amount of State Matching Funds a district can receive is set forth in WAC 392-343-020.

Table 17 shows how the district plans to fund the projects enumerated in this report. The allocation of bond-related funds is subject to review by the Bond Oversight Committee and ultimately consideration by the Board of Directors.



Table 17 Six Year Finance Plan Costs in Millions (M)³															
Project ⁴	Costs in Millions (M) ³									Source of Revenue ¹				Pre-2023 Impact Fee Allocation	% of Growth-Related Project Costs ⁷
	Pre-2023 ⁵	2023	2024	2025	2026	2027	2028	Post- 2028	Project Cost	2015 Bond Program ⁶	2015 Bond State Match	Other Capital Funds	Impact Fees		
Ballou Junior High Addition (2021)	\$22.9 M								\$22.9 M	\$22.1 M	\$22.6 M		\$3 M	\$5 M	3%
Stahl Junior High Addition (2021)	\$16.5 M								\$16.5 M		\$16.0 M		\$5 M	\$5 M	6%
Ferrucci Junior High Addition (2023)		\$27.3 M							\$27.3 M		\$26.8 M		\$5 M	\$1 M	1%
Kessler Center (2021)	\$25.6 M								\$25.6 M						
Property Acquisition next to Puyallup High School (2019)	\$8 M	\$3 M							\$1.1 M					\$8 M	71%
Property Acquisition from Tacoma Public Utilities (2021)	\$2.0 M								\$2.0 M			\$2.0 M			
Property Acquisition next to Sparks Stadium (2022)	\$2 M								\$2 M						
Elementary 24 (2028)							\$108.7 M		\$108.7 M						
Puyallup HS Master Plan Phase 2 (2029)								\$142.4 M	\$142.4 M				\$5 M		
Rogers HS Master Plan Phase 1 (2029)								\$100.5 M	\$100.5 M						
Emerald Ridge HS Addition (2029)								\$58.4 M	\$58.4 M						
Walker HS Addition (2030)								\$22.8 M	\$22.8 M						
Spinning Elementary Replacement (2029)								\$66.2 M	\$66.2 M						
Waller Road Elementary Replacement (2029)								\$73.7 M	\$73.7 M						
Glacier View JH Addition (2030)								\$22.6 M	\$22.6 M						
Instructional Portable Buildings ⁸	\$17.8 M	\$4 M	\$2.5 M	\$1.0 M	\$1.0 M	\$1.0 M	\$1.0 M		\$24.8 M	\$20.8 M		\$4.0 M		\$2 M	1%
Total Cost		\$28.0 M	\$2.5 M	\$1.0 M	\$1.0 M	\$1.0 M	\$109.7 M	\$486.7 M	\$629.8 M	\$258.9 M	\$65.3 M	\$6.0 M	\$3.0 M	\$13.7 M	
Note ¹ : 2015 Bond Program projects were front-funded by the bond issue. When state matching funds are received, bond funds are released and reallocated at the Board's discretion.															
Note ² : Shaded cells represent the planned design and construction timeline for each major capital project. Although costs will occur throughout said timeline, the total cost of the project is displayed in the year of projection completion.															
Note ³ : Future project costs are adjusted for expected inflation, utilizing the mid-point of construction cost estimate. Numbers are rounded to the Tenth Million.															
Note ⁴ : Includes growth-related projects only. Year of project completion or projected completion in parenthesis for major capital projects.															
Note ⁵ : Growth-related projects completed prior to 2023 will remain in the finance plan for 10 years after completion, or until the growth portion of the project has been reimbursed in full by impact fee revenue, whichever is first.															
Note ⁶ : District-wide Infrastructure (Life Cycle) and Bond Contingency funds from 2015 Bond Program not included.															
Note ⁷ : Percentage represents the portion of Pre-2023 Impact Fee revenue expended towards a project (growth portion only, if pro-rated).															
Note ⁸ : The projected budget will provide for limited portable buildings moves each year. The number and location of portables moves, if any, is determined on a year-by-year basis.															



IV. Appendix



School Property Descriptions

This Capital Facilities Plan provides a brief description of each school facility. The descriptions include such items as the date of construction and/or modernization, names of the architect and contractors and the identification of funding sources. They may include a short explanation of how the school was named. In addition, the descriptions identify what kind of permanent instructional spaces exist, the school's Condition and Suitability Score and a perspective of when the facility will be eligible for State Matching Funds for modernization.

BROUILLET ELEMENTARY SCHOOL

17207 94th Avenue East

Puyallup, WA 98375

Brouillet Elementary School was opened in 1990 and is located in the Gem Heights Development on South Hill, west of Meridian Street South. The project architect was Burr Lawrence Rising + Bates of Tacoma, Washington, and the general contractor was C & T Construction, also of Tacoma, Washington. Brouillet Elementary was a state match project with the local funds coming from the 1988 Bond Issue.

The school was named after Dr. Frank "Buster" Brouillet. Dr. Brouillet was a graduate of Puyallup High School where he also served as a teacher and counselor. Later, he served as a state legislator and finished his professional career as the superintendent of public instruction and president of Pierce College.

The education specifications for the permanent building were designed with a total of 18 general-use classrooms, two (2) kindergarten rooms, three (3) special education classrooms, and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. The school building became eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2010. The site is located in the Thun Field Safety Zone 6 which includes certain limitations of future expansion as specified in Pierce County code.

CARSON ELEMENTARY SCHOOL

8615 184th Street East

Puyallup, WA 98375

Carson Elementary School opened in September 2007 and was dedicated a month later in October 2007. The school is located on approximately 15 acres inside the Silver Creek Master Plan Development on South Hill, located at the NW corner of Gem Heights Drive / 184th Street East.



The school was named after Emma L. Carson, who was the first teacher in the Puyallup School District in 1854. Classes were held in the Blockhouse along the Puyallup River, and there were four students in her class.

Carson Elementary was a state match project with the local funds coming from the 2004 Bond Issue. The project architect was BLRB Architects from Tacoma, Washington, and the general contractor was Commercial Structures, Inc. from Burien, Washington.

The school includes twenty-four (24) general classrooms, twelve (12) small group project rooms, three (3) kindergarten classrooms, two (2) music classrooms, three (3) specialty classrooms together with a library, technology lab, stage and gymnasium program areas.

The Carson Elementary building will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2037.

DESSIE F. EVANS ELEMENTARY

7911 144th St. E.

Puyallup, WA 98375

Dessie Evans, the school's namesake, taught in the district for 33 years. Evans was 21 years old in 1975 when she moved to the Pacific Northwest from Frierson, Louisiana. She grew up in a very small town where all students in her school were African American. It wasn't until she started high school that integration began, and she had a few Caucasian teachers. Evans spent her entire career at Kalles teaching social studies and language arts to seventh and eighth graders. She retired in 2008.

The 16.84-acre property where the school is located was purchased in January of 2007 for a total sum of \$5,810,000 (approximately \$345,000 per acre) excluding district consultant costs.

The Dessie F. Evans Elementary project was constructed with funding from the 2015 Bond Issue. The project architect was NAC Architecture from Seattle, Washington, and the general contractor was Garco Construction from Tacoma, Washington. The school opened for the beginning of the 2019-2020 school year.

Dessie F. Evans Elementary is over 117,000 sq. ft. school consisting of forty-four (44) classrooms and twenty-one (21) project rooms as well as two (2) special education classrooms, two (2) music rooms, library, gymnasium/commons/lunchroom area, administration spaces, improved play areas, parent drop-off and parking. At time of construction, Dessie F. Evans Elementary was the largest elementary school in the State of Washington.

The school will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2049.



EDGERTON ELEMENTARY SCHOOL***16528 127th Avenue Court East******Puyallup, WA 98374***

Edgerton Elementary School opened in September 2007 and was dedicated a month later in October. The school is located on approximately 12 acres and the only school in the district with site access exclusively via private roads.

The school was named after George W. Edgerton, a founding father of Puyallup, who served as a civic and business leader in the community. He was one of the 71 people who signed a petition to incorporate Puyallup in 1890 and was the last survivor of the group. His list of civic contributions is lengthy, including founder and director of Citizen's State Bank for 46 years, a founder and director of the Western Washington Fair, and a member of the Puyallup School Board for 24 years.

Edgerton Elementary was a state matched project with the local funds coming from the 2004 Bond Issue. The project architect was BLRB Architects from Tacoma, Washington, and the general contractor was Neeley Construction from Puyallup, Washington.

The school includes twenty-four (24) general classrooms, twelve (12) small group project rooms, three (3) kindergarten classrooms, two (2) music classrooms, three (3) specialty classrooms together with a library, technology lab, stage and gymnasium program areas. The building will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2037.

FIRGROVE ELEMENTARY SCHOOL***13918 Meridian East******Puyallup, WA 98373***

Firgrove Elementary School is located on South Hill, west of Meridian Street South and south of 136th Street East. The original school opened in 1930 as part of the former Firgrove School District. In 1946, the Firgrove School District consolidated with the Puyallup School District.

As part of the 2015 bond package, the \$45.9 million-dollar Firgrove Elementary replacement project replaced the old Firgrove facilities with two replacement buildings totaling approximately 97,000 square feet consisting of 30 classrooms and 15 project rooms as well as four (4) special education classrooms, two (2) music rooms, a library, a gymnasium/commons/lunchroom area, administration spaces, improved play areas, parent drop-off and parking. The replacement buildings are constructed to the west of the original Firgrove Elementary campus and south of Ballou Junior High.

The new school, a design of Mahlum Architects from Seattle, Washington, and constructed by Neeley Construction from Puyallup, Washington, was built according to Washington State's green building standard for high performance buildings. This environmentally



friendly design includes energy efficiency, daylighting, water conservation, stormwater treatment and sustainable materials.

The school opened to students in September 2019 and will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2049.

FRUITLAND ELEMENTARY SCHOOL

1515 South Fruitland

Puyallup, WA 98371

Fruitland Elementary School opened in 1965 and is located within the western portion of the City of Puyallup. The project architect was Seifert, Forbes and Berry of Tacoma, Washington, and the general contractor was KAM Construction, also of Tacoma, Washington.

The school was named Fruitland Elementary because it was located in an area that had become known as Fruitland. The Ross family, early pioneers to that area, had extensive fruit orchards, hence, the name Fruitland.

In 1991, the building was completely modernized, and a small addition was made to the library. This remodel/addition was a state matched project with the local funds coming from the 1988 Bond Issue.

In 2006, an eight (8) classroom, 12,700 SF addition was completed as part of the 2004 Bond Program.

The education specifications for the permanent building were designed with a total of 19 general-use classrooms, one (1) kindergarten room, two (2) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. The school building became eligible for state matching funds for modernization or new construction in lieu of modernization in 2011.

HUNT ELEMENTARY SCHOOL

12801 144th Street East

Puyallup, WA 98374

Hunt Elementary School was opened in 1990 and is located on South Hill, east of Meridian Street South and just north of 144th Street East. The project architect was Burr Lawrence Rising + Bates of Tacoma, Washington, and the general contractor was C & T Construction, also of Tacoma, Washington. Hunt Elementary was a state matched project with the local funds coming from the 1988 Bond Issue.

The school was named after Mr. Warren D. Hunt. Mr. Hunt was a graduate of Puyallup High School and the University of Puget Sound. Warren was a local businessman and civic leader



for many years. For 16 years he served as a member of the Puyallup School District's Board of Directors.

The education specifications for the permanent building were designed with a total of 18 general-use classrooms, two (2) kindergarten rooms, three (3) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. The school building became eligible for state matching funds for modernization or new construction in lieu of modernization in 2010.

A 12-classroom, 16,000 square foot addition opened at the beginning of the 2018-19 school year funded by the 2015 Bond Issue. The classroom addition building will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2048.

KARSHNER ELEMENTARY SCHOOL

1328 8th Avenue Northwest

Puyallup, WA 98371

Karshner Elementary School opened in 1953 and is located in west Puyallup, west of Meridian Avenue and north of Stewart Avenue. A major addition to the school was completed in 1962. The entire school was modernized in 1989. This remodel was a state matched project with local funds coming from the 1984 Bond Issue.

On July 5, 2020, a fire significantly damaged the east wing of the Karshner building, among other areas. For the 2020-21 school year, Karshner Elementary was housed in the former Firgrove Elementary building on South Hill. Restoration was completed on the Karshner Elementary building and opened to students in September 2021.

The school was named after Dr. Warner Karshner, who was a well-known doctor in Puyallup. Before becoming a doctor, he taught at Spinning School for a few years. Dr. Karshner was also a member of the state legislature for 12 years. He was always a supporter of the value of education.

Dr. Karshner and his wife traveled extensively throughout the world bringing many interesting souvenirs back to Puyallup. With those souvenirs, they founded the Karshner Museum in memory of their deceased son. The Museum is located in the old Stewart School Building, located in east Puyallup, east of Meridian Avenue and north of Main Avenue East.

The permanent school building was designed with a total of 12 general-use classrooms, one (1) pre-first classroom, one (1) kindergarten classroom and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds.



MAPLEWOOD ELEMENTARY SCHOOL

1110 West Pioneer

Puyallup, WA 98371

The first Maplewood School was constructed in 1891 and consisted of four (4) classrooms. The school is located in west Puyallup, west of Meridian Avenue and just south of West Pioneer. Maplewood School was named in recognition of all the maple trees that existed in the vicinity.

The original structure was razed, and the current building was constructed and opened in 1934. In 1948, a gym/stage and a seven (7) classroom addition were built. In 1952, an additional two (2) classrooms were built on the east wing.

In 1998, Maplewood Elementary School was completely modernized. The project also included construction of a gymnasium/stage facility. The project architect was Burr Lawrence Rising + Bates of Tacoma, Washington. The general contractor was Neeley Construction of Puyallup, Washington. The modernization/addition was a state matched project with local funding coming from redirected 1991 Bond Issue revenues.

The education specifications for the permanent building are designed with 13 general-use classrooms, one (1) kindergarten classroom, two (2) special education classrooms and a number of smaller specialty instructional spaces. In addition, the building has one (1) of the district's prototype play sheds. The Maplewood Elementary building will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2029.

MEEKER ELEMENTARY SCHOOL

409 5th Street Southwest

Puyallup, WA 98371

Meeker Elementary School was built in 1923 and is located in southwest Puyallup, west of Meridian Avenue and south of West Pioneer Avenue. In 1936, the school was remodeled and expanded. In 1948, another new addition was constructed.

In 1979, an arson fire damaged most of Meeker Elementary School, doing \$500,000 worth of damage. Double shifting at Maplewood Elementary School and the use of rooms at the Presbyterian Church enabled students to attend school while Meeker was being rebuilt.

It is assumed that Meeker Elementary School was named for Puyallup Valley pioneer, Ezra Meeker. Others have disputed that claim and think possibly another member of the Meeker family was the intended honoree. However, sometime in the 1960's the Puyallup School Board put the question to rest by officially designating the school as Ezra Meeker Elementary.

A major remodel and expansion of Meeker was completed in the summer of 2006. The work included a multi-purpose addition of about 4,000 SF and conversion of the existing gym into two classrooms.



The education specifications for the permanent building are designed for a total of 14 general-use classrooms, one (1) kindergarten room, two (2) special education classrooms and a number of smaller specialty instructional spaces. In addition, the building has one (1) of the district's prototype play sheds. The Meeker Elementary building will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2036.

MOUNTAIN VIEW ELEMENTARY SCHOOL

3411 119th Avenue Court East

Edgewood, WA 98372

Mountain View Elementary School was opened in 1966 as part of a separate Edgemont School District. In 1967, the Edgemont School District consolidated into the Puyallup School District. Mountain View Elementary School is located on North Hill, east of Meridian Avenue North and south of 32nd Street East.

In 1979, the kindergarten and music classroom building addition was constructed. In 1991, the school was remodeled and several of the buildings were connected. This remodel/addition was a state matched project with local funds coming from the 1988 Bond Issue.

The education specifications for the permanent buildings are designed to have a total of 11 general-use classrooms, one (1) kindergarten room, one (1) special education classroom and a number of smaller specialty instructional spaces. In addition, the building has one (1) of the district's prototype play sheds. The Mountain View Elementary building became eligible for state matching funds for modernization or new construction in lieu of modernization in 2011.

NORTHWOOD ELEMENTARY SCHOOL

9805 24th Street East

Edgewood, WA 98371

The original Northwood Elementary School opened in 1974 and was located on North Hill, west of Meridian Avenue North and just north of 24th Street East. This school was one of seven (7) school projects constructed in Washington under the Washington School Building Systems Program (WSBSP), Program One. In this program, bidders were invited to design structural, roofing, mechanical, space division, ceiling lighting, carpet, casework and fire protection systems. The design of each of the seven (7) schools was finalized in the local districts using the same low bid components for each project. Non-system items such as site work, utilities, foundations, slabs, exterior walls, finish hardware, specialties and plumbing required to complete each project were added and bid on an individual basis.

The project architect for Northwood Elementary School was Brudevold & Putnam Architects of Puyallup, Washington, and the general contractor was William. B. Johnson of Sumner, Washington. In 1977, an addition was made at Northwood that added more classroom spaces.



The voter approved 2015 bond enabled the district to replace Northwood Elementary. The Northwood Elementary replacement school was a \$38 million-dollar project that includes approximately 82,000 square feet. The replacement building consists of 30 classrooms and 15 project rooms as well as two (2) special education classrooms, two (2) music rooms, a library, a gymnasium/commons/lunchroom area, administration spaces, improved play areas, parent drop-off and parking. It was constructed to the northeast of the original school building footprint.

The new school was designed by Studio Meng Strazzara from Seattle, Washington, and constructed by CE&C Inc. from Tacoma, Washington. It was built according to Washington State's green building standard for high performance buildings. This environmentally friendly design includes energy efficiency, daylighting, water conservation, stormwater treatment and sustainable materials.

The school opened to students in September 2019 and will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2049.

In 2022, Parcel B at Northwood, a 4.66-acre additional parcel, significantly encumbered by wetlands and wetland buffers, was sold to an adjacent property owner. The same parcel had been approved as surplus by the Board of Directors in 2017.

POPE ELEMENTARY SCHOOL

15102 122nd Avenue East

Puyallup, WA 98374

Pope Elementary School opened in 1981 and is located on South Hill, east of Meridian Street South and north of 152nd Street East. The project architect was Seifert, Forbes and Berry of Tacoma, Washington, and the general contractor was Pilcher Construction of Puyallup, Washington. Pope Elementary School was a state matched project with the local funds coming from the 1978 Bond Issue.

The school was named after Ms. Florence Pope. Ms. Pope was born on June 17, 1909, in Mabton, Washington, and was a graduate of Central Washington University and Columbia University. Florence began teaching in Prosser, Washington, in 1929, and later taught at Spinning Elementary in the Puyallup School District. She served as the Director of Elementary Schools in Puyallup from 1945 until her retirement in 1974. Florence Pope passed away on March 1, 1992.

The voter approved 2015 Bond provided funds to expand and remodel the existing school building. The work included construction of a 12-classroom addition, along with two (2) music rooms, and modernization of the existing building (approximately 76,000 square feet total construction), selective demolition of existing structures, removal of portables, relocation of some play areas, the addition of a detached cover play shed, and expansion of the bus loop and parking areas. The design accommodates all-day kindergarten and special education and tuition preschool.



The permanent building now has a total of 30 homeroom classrooms, two (2) music rooms, and a number of smaller specialty instructional spaces.

The school opened to students in September 2020 and will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2050.

RIDGECREST ELEMENTARY SCHOOL

12616 Shaw Road East

Puyallup, WA 98374

Ridgecrest Elementary School was opened in 1981 and is located on South Hill, east of Meridian Street South and north of 128th Street East. The project architect was Seifert, Forbes and Berry of Tacoma, Washington, and the general contractor was Pilcher Construction Company of Puyallup, Washington. Ridgecrest Elementary School was a state match project with the local funds coming from the 1978 Bond Issue.

The school was named in recognition for its proximity to the western edge of the Sumner-Orting Valley.

The education specifications for the permanent building were designed for a total of 18 general-use classrooms, two (2) kindergarten rooms, three (3) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. It is currently eligible for state matching funds for modernization or new construction in lieu of modernization.

SHAW ROAD ELEMENTARY SCHOOL

1106 Shaw Road

Puyallup, WA 98372

Shaw Road Elementary School was opened in 1992 and is located in east Puyallup, south of East Pioneer and just west of Shaw Road. The project architect was Burr Lawrence Rising + Bates of Tacoma, Washington, and the general contractor was Absher Construction Company of Puyallup, Washington. Shaw Road Elementary was a state matched project with the local funds coming from the 1988 Bond Issue.

The school was named in recognition of its location. The north-south roadway that borders this school site and connects East Pioneer Avenue with Old Military Road was named Shaw Road after the Shaw family who moved to this area in 1901.

The education specification for the permanent building was designed to have a total of 18 general-use classrooms, two (2) kindergarten rooms, three (3) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. It became eligible for state matching funds for modernization or new construction in lieu of modernization in 2012.



A 12-classroom, 16,000 square foot classroom addition opened at the beginning of the 2017-18 school year.

SPINNING ELEMENTARY SCHOOL

1306 East Pioneer

Puyallup, WA 98372

Spinning Elementary School began as a four (4) room schoolhouse in 1891. Spinning Elementary School is located in east Puyallup, east of Meridian Avenue and just south of East Pioneer Avenue.

The school was named after Frank R. Spinning. Mr. Spinning was born in Olympia, Washington, on August 6, 1860. Frank received his early education in an Indian school on the Puyallup reservation, later attending the public schools of Puyallup and Sumner, and completing his studies in the schools of Portland, Oregon.

In 1882, Mr. Spinning engaged in farming at a location in the Stuck Valley, three (3) miles north of Sumner. For many years Mr. Spinning took an active part in public affairs and served in a number of important official positions. For example, from 1883 to 1887 he was a member of the Board of County Commissioners and was a member of the Sumner School Board for 18 years.

A two (2) room addition was made to Spinning Elementary School in 1923 and a four (4) room addition was added in 1926. The V-shaped building was remodeled in 1935 and the play court, which was an outside play court, was made into an enclosed play court with a stage.

The east and west classroom wings were added to the V-building in 1961. In 1977, the special education wing was added. In 1985, the entire building was modernized except for the special education wing. This remodel was a state matched project with local funds coming from the 1984 Bond Issue.

The education specifications for the permanent building were designed to have a total of 12 general-use classrooms, one (1) kindergarten room, three (3) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. It is currently eligible for state matching funds for modernization or new construction in lieu of modernization.

STEWART ELEMENTARY SCHOOL

426 4th Avenue Northeast

Puyallup, WA 98372

The present Stewart Elementary School was constructed under the 1997 Bond Program as a replacement for the 1962 building and opened in 2002. During the 2001-02 school year, the school was temporarily relocated to the old Edgemont Junior High building to allow for construction of the new building. It is located on the same site as the old Stewart Elementary



School building, which is now known as the Karshner Museum building. The site also housed the district's historic Central School. Stewart Elementary School is located in east Puyallup, east of Meridian Avenue and north of Main Avenue East.

The school was named after James P. Stewart. Mr. Stewart was born near Croten, New York, now known as Treadway, New York, on September 20, 1833. Stewart came to the Puyallup Valley in 1859 and was the first permanent settler to file a claim in the valley following the Indian War of 1855-56.

In 1860, Stewart began teaching school near Spanaway Lake. That same year, he was elected as probate judge of Pierce County. About that same time, the Puyallup School District was revived, and directors voted to place a school on his land, near the location of Puyallup's Meridian Street Bridge. In 1861, J.P. Stewart was appointed as a school director.

Later in 1862, Stewart became the postmaster, a position he held for 11 years. By 1870, Mr. Stewart had gone into the hop farming business, while also continuing in the mercantile business. James P. Stewart died on January 13, 1895, at the age of 61.

An effort was made in the design to exploit the relationship with the Karshner Museum; thus, the school serves as an extended gallery for the museum. Furthermore, the school has one (1) of the district's prototype play sheds. The Stewart Elementary building will be eligible for state matching funds for modernization or new construction in lieu of modernization in 2032.

SUNRISE ELEMENTARY SCHOOL
2323 39th Avenue Southeast
Puyallup, WA 98374

The original Sunrise Elementary School opened in 1973 and was located on South Hill, east of Meridian Street South and just north of 39th Avenue Southeast.

The 42.7 million-dollar Sunrise Elementary replacement school project was funded via the 2015 bond package.

The new, 3-story, 84,000 sq. ft. replacement school building includes 30 general education classrooms and 15 project rooms as well as two (2) special education classrooms, two (2) music rooms, a library, a gymnasium/commons/lunchroom area, administration spaces, improved play areas, parent drop-off and parking. It was constructed to the west of the original school building footprint.

The new school, designed by Studio Meng Strazzara of Seattle, Washington, and constructed by Forma Construction Co. of Olympia, Washington, was built according to Washington State's green building standard for high performance buildings. This environmentally friendly design includes energy efficiency, daylighting, water conservation, stormwater treatment and sustainable materials.



The school opened to students in September 2019 and will become eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2049.

WALLER ROAD ELEMENTARY SCHOOL

6312 Waller Road

Tacoma, WA 98443

Waller Road Elementary School first began in 1913 as a one-room schoolhouse named Woodrow School, in honor of our twenty-eighth president of the United States, Woodrow Wilson. The name was later changed to Waller Road Elementary School to fit the location of the school.

In the early 1920's, this small school building was moved to the rear of the school's current site. In 1936, a new three (3) classroom building was constructed on the same site. Waller Road Elementary School is located west of Puyallup, north of 64th Street East along the west side of Waller Road.

In 1950, the Waller Road School District consolidated with the Puyallup School District and in 1953, the equivalent of three (3) more classrooms were added to the original 1936 structure. In 1960, three (3) classrooms and a play court were added on the north end of the building and six (6) classrooms, kindergarten, office area and multi-purpose rooms were added on the south side of the building.

The original Woodrow School remains a community center at its present location, about one quarter mile west and south of the Waller Road Elementary School site. Renovated as part of a 1976 Bicentennial project by the Waller Road Grange, the little schoolhouse earns its keep mainly as a museum and center for community historical materials.

In 1985, the school was completely modernized. This remodel was a state matched project with local funds coming from the 1984 Bond Issue.

The education specifications for the permanent building were designed with a total of 12 general-use classrooms, one (1) kindergarten room, two (2) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. The Waller Road Elementary building is currently eligible for state matching funds for modernization or new construction in lieu of modernization.



WILDWOOD PARK ELEMENTARY SCHOOL
1601 26th Avenue Southeast
Puyallup, WA 98374

Wildwood Park Elementary School opened in 1965 and is located in southeast Puyallup, east of Meridian Street South and south of 23rd Avenue Southeast. The project architect was Seifort, Forbes and Berry of Tacoma, Washington, and the general contractor was Absher Construction Company of Puyallup, Washington.

The school was named in recognition for its proximity to Wildwood Park, a city park located east of Meridian Street South and just north of 23rd Avenue East.

In 1976, a six (6) classroom addition was made on the east end of the building and a play shed was added in 1979. In 1991, the building was completely modernized, and a small addition was made to the library. This remodel/addition was a state matched project with the local funds coming from the 1988 Bond Issue.

The education specifications for permanent building were designed to have a total of 18 general-use classrooms, two (2) kindergarten rooms, five (5) special education classrooms and a number of smaller specialty instructional spaces. The Wildwood Park Elementary building became eligible for state matching funds for modernization or new construction in lieu of modernization in 2011.

WOODLAND ELEMENTARY SCHOOL
7707 112th Street East
Puyallup, WA 98373

Woodland Elementary School began as a one-room schoolhouse in 1884 in a standalone Woodland School District. The original school was located at its present South Hill site, west of Meridian Street South and just north of 112th Street East. Between 1884 and 1907, two other replacement school buildings were constructed on this same site.

In 1937, the fourth replacement building was built at the corner of 112th Street East and Fruitland Avenue. Additions were made on the east and north sides of the school in 1943, 1952, and again in 1955. In 1956, the Woodland School District consolidated with the Puyallup School District. In 1962, on the east side of the main classroom building, a covered play court was constructed. A new Woodland Elementary School building was opened on the east side of the site in 1993 and, at the same time, the structures located on the corner of 112th Street East and Fruitland Avenue were razed. The project architect on the new building was Burr Lawrence Rising + Bates of Tacoma, Washington, and the general contractor was L P & H Construction Company of Longview, Washington. This new Woodland Elementary School was a state matched project with the local funding coming from the 1991 Bond Issue.

The education specifications for the permanent building were designed to have a total of 18 general-use classrooms, two (2) kindergarten rooms, three (3) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of



the district's prototype play sheds. The building became eligible for state matching funds for modernization or new construction in lieu of modernization in 2023.

ZEIGER ELEMENTARY SCHOOL

13008 94th Avenue East

Puyallup, WA 98373

Zeiger Elementary School opened in 1996 and is located on South Hill, west of Meridian Street South and south of 128th Street East. The project architect was Burr Lawrence Rising + Bates of Tacoma, Washington, and the general contractor was Neeley Construction of Puyallup, Washington. Zeiger Elementary School was a state matched project with the local funding coming from the 1991 Bond Issue.

The school was named in honor of Mr. C. Edward Zeiger. Mr. Zeiger began his career in education as a fifth and sixth grade teacher at Maplewood Elementary School in 1952. In 1958, Ed moved to Firgrove Elementary School where he served as the principal and taught in grades five/six. Mr. Zeiger opened three new Puyallup School District schools as principal. He retired in 1994 after 43 years of service to the district. Mr. Zeiger passed away on Oct. 2, 2021.

The education specifications for the permanent building were designed to have a total of 18 general-use classrooms, two (2) kindergarten rooms, three (3) special education classrooms and a number of smaller specialty instructional spaces. In addition, the school has one (1) of the district's prototype play sheds. Zeiger Elementary will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2026.



AYLEN JUNIOR HIGH SCHOOL

101 15th Street Southwest

Puyallup, WA 98371

The present Aylen Junior High School building opened in 2008 and was constructed under the 2004 Bond Program as a replacement project for the old Aylen Junior High building. The new Aylen Junior High remains on the same 17.7-acre site located just north of West Pioneer in downtown Puyallup, on the east side of 15th Street SW. The project architect was Northwest Architectural Company from Seattle and Spokane, Washington. The general contractor was Jody Miller Construction from Tacoma, Washington. The new 100,000 square foot school building houses thirty-nine (39) total teaching stations. This includes 21 classroom areas, 9 laboratory classrooms, and program space for band, chorus, drama, art, library, and gymnasium and weight/fitness room.

Aylen Junior High School was first opened as West Junior High School in 1962, modernization/addition projects constructed in 1979 and 1986. In 1970, the school's name was changed from West Junior High School to Aylen Junior High School. Dr. Charles H. Aylen graduated from the University of Manitoba Medical School in Winnipeg, Canada, in 1915. He served as a general practitioner in Puyallup until he retired in 1950. Dr. Aylen also served on the Puyallup School Board for 12 years. Charles Aylen passed away on April 18, 1981.

The Aylen Junior High building will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2038.

BALLOU JUNIOR HIGH SCHOOL

9916 136th Street East

Puyallup, WA 98373

The school was originally built in 1970 and named in honor of Mr. Frank H. Ballou. The school is located on South Hill, west of Meridian Street South and just south of 136th Street East, next to Firgrove Elementary.

Mr. Ballou was born in Sanborn, Iowa, and moved to the Firgrove Community in 1943. Frank was very interested in youth and the activities of youth. To provide better education for Firgrove children, he spearheaded the consolidation of the Firgrove Elementary School District with the Puyallup School District in 1950.

A remodel and addition project at Ballou Junior High School was completed in 2001 as part of the 1997 Bond Program. The project architect was Burr Lawrence Rising + Bates of Tacoma. Ballou Junior High was a state matched project with the local funds coming from the 1997 Bond Issue.

In September 2021, a building addition project was completed and open to staff and students. The project was funded with state match funds generated from the 2015 Bond. Modifications included seven (7) additional classrooms, two (2) science rooms, a new library, an auxiliary gym, and removal of portables.



EDGEMONT JUNIOR HIGH SCHOOL

2300 110th Avenue East

Edgewood, WA 98372

The new Edgemont Junior High School, one of the 1997 Bond Program projects, opened in the fall of 2001 and replaced the original school at the same site.

The Edgewood, Jovita and Mountain View school districts consolidated in 1936 creating the new Edgemont School District. Named for this "new" school district, the original Edgemont School was opened in 1938 on North Hill, east of Meridian Avenue North and just north of 24th Street East. In the beginning, the old school only had eight (8) classrooms and housed students in grades one through grade eight. Edgemont School changed to a junior high school in 1957 with the opening of the former Hilltop Elementary building.

The permanent building has a total of 20 classroom spaces, one (1) gymnasium, one (1) practice gym, and several smaller specialty instructional spaces. It will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2031.

FERRUCCI JUNIOR HIGH SCHOOL

3213 Wildwood Park Drive

Puyallup, WA 98374

Ferrucci Junior High School opened in 1982 and is located on South Hill, east of Meridian Avenue South and south of 23rd Avenue Southeast. The project architect was Burr and Associates of Tacoma, Washington, and the general contractor was Neeley Construction of Puyallup, Washington.

The school was named in honor of Dr. Vitt Ferrucci, a long-time area resident, veterinarian, and businessman. In addition, Dr. Ferrucci served the community as a School Board Member for over 38 years, from 1957 to 1995. Dr. Ferrucci was also a Board of Regents member for Washington State University. Vitt Ferrucci was involved in numerous civic programs and resided in Puyallup until his death on June 1, 2009.

The original permanent building has a total of 30 classroom spaces, one (1) gymnasium, one (1) multi-purpose space, three (3) special education rooms and several smaller specialty instructional spaces.

In September 2022, the school opened a building addition funded with state match funds generated from the 2015 Bond. The building addition of approximately 18,000 sq. ft. was constructed on the east end of the existing building. Another 3,700 sq. ft. was added to the commons area near the main entry. Overall, the project added ten (10) classrooms, expansion of the office and commons, removal of portables, expansion of the bus loop and parking areas, and conversion of a computer lab to a drama classroom. Remodeling changed the building entry to the commons through a secure vestibule to improve access security.



GLACIER VIEW JUNIOR HIGH SCHOOL

12807 184th Street East

Puyallup, WA 98374

Glacier View Junior High School opened in 2008 and is located on South Hill, east of Meridian within the Sunrise Master Planned Community. The school building sits just east of Emerald Ridge High School on the shared 100-acre campus. It was constructed under the 2004 Bond Program to serve a growing population in the southeast area of the district.

The project architect was Northwest Architectural Company from Seattle and Spokane, Washington. The general contractor was Commercial Structures, Inc. from Burien, Washington. The new 105,000 square foot school building houses thirty-nine (39) total teaching stations. This includes 21 classroom areas, 9 laboratory classrooms, and program space for band, chorus, drama, art, library, and gymnasium and weight/fitness room.

Glacier View Junior High was named after the Glacier View Wilderness area that borders the west boundary of Mt. Rainier National Park. It can be seen from the GVJH site when looking southeast towards Mt. Rainier. Glacier View Wilderness area was officially designated by Congress in 1984 to protect and preserve the scenic, alpine environments and to compliment the adjacent Mount Rainer National Park. Glacier View Junior High is a complimentary name to its neighbor, Emerald Ridge High School, while maintaining its own separate identity.

The site for Glacier View Junior High was purchased in December of 1992 from Rainier Ventures Limited Partnership for a sum of \$640,000.00. The parcel was originally purchased as a location for a future elementary school (Elementary 24) to accommodate anticipated enrollment growth from the Sunrise Development. Master planning for the 100-acre district-owned campus subsequently identified it as the appropriate location for the junior high.

The GVJH building will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2038.

KALLES JUNIOR HIGH SCHOOL

501 7th Avenue Southeast

Puyallup, WA 98372

The present Kalles Junior High School opened in 2007 and was constructed under the 2004 Bond Program as a replacement project for the old Kalles Junior High buildings. Although the address did change (previously 515 3rd St SE), the new Kalles Junior High remains on the same 16-acre site located east of Meridian Avenue South and on the north side of 7th Avenue Southeast in downtown Puyallup. The project architect was Northwest Architectural Company from Seattle and Spokane, Washington. The general contractor was Absher Construction from Puyallup, Washington. The new 110,000 square foot school building houses thirty-nine (39) total teaching stations. This includes 21 classroom areas, 9 laboratory



classrooms, and program space for band, chorus, drama, art, library, and gymnasium and weight/fitness room.

Kalles Junior High School was first opened as East Junior High School in 1956. In 1970, the name was changed to Eileen B. Kalles Junior High School. Mrs. Eileen B. Kalles, a long-time Puyallup resident and a leading citizen in education and community affairs, was a member of the Puyallup School Board for fifteen years, from 1952 through 1966. She was well known in state education programs and served on the Washington State Board of Education from October 1962 until January 1981. In addition to her heavy school responsibilities, Mrs. Kalles was active in numerous civic organizations in the city and county.

The new Kalles Junior High building will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2037.

STAHL JUNIOR HIGH SCHOOL

9610 168th Street East

Puyallup, WA 98375

Stahl Junior High School opened in 1993 and is located on South Hill, west of Meridian Street South and just south of 168th Street East. The project architect was Erickson McGovern Peterson Storaasli of Tacoma, Washington, and the general contractor was L P & H Construction Company of Longview, Washington. Stahl Junior High School was a state matched project with local funding coming from the 1991 Bond Issue.

The school was named in honor of Mrs. Doris M. Stahl. Doris began her teaching career in 1939 in the Montesano School District. She moved to the Puyallup School District in 1942 and taught junior high spelling and penmanship.

After spending six years in Arizona, Mrs. Stahl returned to the Puyallup School District in 1953 and taught English at Puyallup High School. At the time of her retirement, in 1981, Doris had taught for 33 years in the Puyallup School District, 31 at the junior high level.

The school was named in recognition of a teacher who represented excellence in the teaching profession and in the Puyallup School District. She was the consummate junior high teacher and was loved, respected, and appreciated by all that knew her. Doris Stahl passed away on January 20, 1983.

The original building has a total of 30 classroom spaces, two (2) gymnasiums, four (4) special education rooms and several smaller specialty instructional spaces. It will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2023.

In September 2021, a building addition was completed with funding from state match generated from the 2015 Bond. The project included a 16,000 sq. ft. building addition, including six general education classrooms, two (2) science and two (2) special ed



classrooms, support spaces, and enhanced courtyard. The project also included renovation of approx. 9,000 sq. ft. of the existing CTE and performing arts areas and approx. 2,500 sq. ft. addition to custodial/receiving and Commons, removal of thirteen (13) portables, mechanical upgrades, and a secure vestibule at the building entry.



EMERALD RIDGE HIGH SCHOOL

12405 184th Street East

Puyallup, Washington 98374

Emerald Ridge High School opened in 2000 as the district's third comprehensive high school. Emerald Ridge High School was the premier project of the 1997 Bond Program. The architect was Northwest Architectural Company from Seattle and Spokane, Washington. The general contractor was Lydig Construction from Spokane, Washington.

The building is based on the house concept which clusters classrooms into smaller areas which contain a common project area. The school is located on the 100-acre Sunrise campus on South Hill. The school is named after Emerald Ridge on Mount Rainier, which it faces. The building has one (1) gymnasium, and one (1) practice gymnasium, a commons area which serves as a lunchroom, and a theatre which seats 450.

A 400-student addition is planned to connect to the classroom wing near the southeast end of the building. The mechanical and electrical systems have been sized for this addition.

The ERHS building will be eligible for state matching funds for modernization or new construction in lieu of modernization in the year 2030.

PUYALLUP HIGH SCHOOL

105 7th Street Southwest

Puyallup, WA 98371

The district's first high school classes were held at Central School, the present site of the Karshner Museum building. In 1910, a newly constructed two-story brick building was built at 105 7th Street Southwest and named Puyallup High School for its geographical location. Puyallup High School is located in the Puyallup Valley, west of Meridian Avenue and just north of West Pioneer.

In 1919, a gymnasium and auditorium were added to the original structure. However, a disastrous fire occurred in 1927, which virtually destroyed all buildings.

Following the fire, a three-story building was rebuilt along with the addition of a south wing and an entry foyer. In 1935, a large auditorium was added to the building and two east wings were added to the buildings in 1938.

The Gym Building was built in 1958 and a swimming pool was constructed in 1962. The Library-Science Building was also constructed in 1962. It consists of a single-story library wing with a two-story classroom building serving the science program needs. A metal shop addition to the original Agriculture Shop Building was completed in 1962. In 1969, a 7,079 square foot Auto Shop Building was constructed on the southeast corner of the existing campus. In 1987, the Pool Building was torn down due to massive rot in the structural members. In 1989, a new Pool Building was constructed, attached to the Gym Building.



Several portions of the Puyallup High School campus have been modernized since the early 1970's. The Main Classroom Building was remodeled in 1971. In 1986, the Library-Science Building was modernized and in 1984 the Gym Building was remodeled.

The Main Classroom Building was again completely modernized in 1995. The project architect was Burr Lawrence Rising + Bates of Tacoma, Washington, and the general contractor was Absher Construction Company of Puyallup, Washington. This remodel was a state matched project with local funding coming from the 1991 Bond Issue.

A one-story building addition known as Phase I of the Puyallup High School Master Plan was completed prior to the 2009-2010 school year. The PHS Phase I construction was the last major project part of the 2004 Bond Program to be completed. It included relocating the Career and Technical Education classrooms and tennis courts along with the new softball field.

In the spring of 2023, the Library-Science building was vacated due to needed system repairs. Staff and students were relocated to the main building for the 2023-24 school year. Additional portable classrooms are planned to be placed onsite and operational for the 2024-25 school year to help mitigate the loss of the L/S building.

The permanent buildings have a combined total of 57 classroom spaces, one main gymnasium, one swimming pool building, and several smaller specialty instructional spaces. Eligibility for state matching funds for modernization or new construction in lieu of modernization will occur as follows: 2025 for the Main Classroom Building, 2009 for the Gymnasium & Pool Building, 2006 for the Library/Science Building and 2039 for the Career and Tech Building.

ROGERS HIGH SCHOOL

12801 86th Avenue East

Puyallup, WA 98373

The original Rogers High School was opened in 1968 and is located on South Hill, west of Meridian Street East and along the south side of 128th Street East. The project architect was Seifort, Forbes and Berry of Tacoma, Washington and the general contractor was KAM Construction Company, also of Tacoma, Washington.

Rogers High School was named in honor of Governor John R. Rogers. Governor Rogers was a former schoolteacher, businessman and author, who moved to the Puyallup area in 1890. Elected to the House of Representatives in 1894, he introduced the Barefoot Schoolboy Law which provided state tax money (\$6.00 per child) to subsidize county schools. He was elected as Governor in 1896 and re-elected in 1900. Governor Rogers is buried in the Puyallup cemetery.

A separate Auto Shop Building was constructed in 1971 and a shop addition was built in 1977. A two (2) classroom addition to the Administration Building, a three (3) classroom



science addition on the southwest side of the Main Classroom Building, Performing Arts Center were all added in 1983. The Rogers Swimming Pool facility was constructed in 1987.

All but the Performing Arts Center and the pool facility were completely remodeled as part of the 1997 Bond Program and a student commons area was added to connect the cafeteria and gymnasium with the classroom building.

The permanent buildings have a combined total of 61 classroom spaces, one gymnasium, one swimming pool and several smaller specialty instructional spaces. Eligibility for state matching funds for modernization or new construction in lieu of modernization for the buildings not remodeled in 2000 will occur as follows; 2003 for the Performing Arts Building, weight room and other 1983 classroom additions and 2007 for the Swimming Pool Building. Those buildings remodeled in 2000 will be eligible in 2030.

WALKER HIGH SCHOOL

5715 Milwaukee Avenue East

Puyallup, WA 98372

In 1975, at the time of its origin, E. B. Walker High School was known as the Puyallup Continuation School (PCS) and was located in the gym portion of the old North Puyallup Elementary School. A separate North Puyallup School District consolidated with the Puyallup School District in 1958; however, only the gym portion of the original building remained. The school is located in North Puyallup, east of Meridian Avenue and south of Valley Avenue Northeast.

In 1986, a new PCS building was constructed on the south side of the present site and the old North Puyallup gym was burned down. The project architect was Erickson McGovern Architects of Tacoma, Washington, and the general contractor was Robert Smith Builders, also of Tacoma, Washington. This was a state match project with local funding coming from the 1984 Bond Issue. Also, when the new school opened it was renamed the Puyallup Alternative School (PAS).

In 1994, the PAS was again renamed E.B. Walker High School in honor of Mr. Edmund B. Walker. Mr. Walker was born in New Albany, Indiana, in 1861 and that was where he began his career in public education. After moving west, Edmund Walker became principal of Spinning School in Puyallup, then superintendent of the Auburn School District and then superintendent of the Puyallup School District. During Walker's twelve (12) year tenure as Puyallup's Superintendent, he was highly active in civic affairs. He was known for his progressive and helpful spirit toward all educational policies. E.B. Walker passed away in 1921.

The permanent building has a total of three (3) classroom spaces, as well as a multi-purpose room. The Walker High School building is currently eligible for state matching funds for modernization or new construction in lieu of modernization.



Support Facilities Inventory

Support Facility Descriptions

This plan provides a brief description of each support facility. The description includes such items as the use of the facility, the square footage of the buildings, the site size, the purchase date and price, from whom it was purchased and other related information.

BUSINESS SERVICES BUILDING

109 East Pioneer

Puyallup, WA 98372

This office building presently houses support staff from Accounting and Purchasing Services. The facility is located in east Puyallup, east of Meridian Avenue and just north of East Pioneer Avenue, see location. The building has a total of 6,284 square feet on two (2) levels and an adjacent parking lot with nine (9) regular parking stalls and one (1) handicap parking stall. The building was previously referred to as the Learning Resource Center.

The building was constructed in 1928. The district leased it from Puget Sound Power & Light Company in 1963 and relocated their central administrative staff from a location by Puyallup High School. The district purchased the building in 1966.

The McVittie Building was located adjacent to 109 (east side) at the corner of East Pioneer Avenue and 2nd Street Southeast. The district purchased that property in 1981 and razed the building and constructed the parking lot in 1988. In 2012, the building received a remodeled façade, including new windows providing better energy efficiency and comfort for staff working in the front offices.

CENTRAL KITCHEN

3607 17th Street Southwest, Suite A

Puyallup, WA 98373

This facility provides all the elementary school lunches, as well as supplying food products to support all of the district's secondary kitchens. The Central Kitchen is located on South Hill, west of Meridian Avenue and north of 39th Avenue Southwest. The building is connected to the west side of the Warehouse building.

The Central Kitchen was constructed in 1997, with funding coming from the 1991 Bond Issue. The project architect was Burr Lawrence Rising + Bates Architects of Tacoma, Washington, and the general contractor was Jody Miller Construction Company, also of Tacoma, Washington.

The kitchen facility has a total of 16,900 square feet, including office and conference room spaces, and an adjacent parking lot.



EDUCATION SERVICE CENTER (ESC)

302 2nd Street Southeast

Puyallup, WA 98372

The Educational Service Center (ESC) is located at the southeast corner of Meridian and Pioneer in downtown Puyallup, Washington. The building has an area of 22,262 square feet. It is home to many of the district's central office functions. The district moved its offices to this leased location in 1998 and subsequently purchased the building. While this consolidation was a considerable improvement over the previously spread-out offices, it lacks the space needed to consolidate business services, special services, operations, and other support services into one central location.

EDUCATION TECHNOLOGY and ENGAGEMENT CENTER SOUTH HILL SUPPORT CAMPUS

3607 17th Street Southwest, Suite C

Puyallup, WA 98373

In the summer of 2007, Education Technology (formerly known as “ITC”) was relocated from a 5,000 square foot building located at the Kalles Junior High campus to the newly constructed 10,000 square foot building located at the Support Campus site near Costco. Other site improvements at that time included parking lot improvements to accommodate a portion of the school bus fleet on South Hill, installation of a double portable to house a new office location for the Transportation department, and frontage improvements along 17th St SW as required by the City of Puyallup.

FAMILY, STUDENT AND STAFF SUPPORT CENTER

214 West Main

Puyallup, WA 98371

The Board of Directors held a public hearing for the potential intergovernmental disposition of property, as allowed per RCW 39.33.010 and RCW 39.33.020, for the property and office building at 214 West Main, at the Aug. 21, 2023, school board meeting. The process was initiated due to the interest to acquire the property by the City of Puyallup.

The facility is located in downtown Puyallup at the SE corner of the West Main / 2nd Street East intersection. The building has a total of approximately 9,000 square feet combined including an unfinished mezzanine and an adjacent parking lot.

The building had been operated as the Black Kettle Restaurant prior to its purchase by the district in 1985. The purchase price was \$120,000.00. The building was then remodeled, and the district relocated the administrative and support staff for the Special Services and Programs Department from a house located across the street (west side) from Puyallup High School. The Special Services and Programs staff was housed in the building until Aug. 2021 when they relocated to the Kessler Center.



KARSHNER MUSEUM AND CENTER FOR CULTURE AND ARTS

309 4th Street Northeast

Puyallup, WA 98372

The Karshner Museum is a teaching museum owned and operated by the Puyallup School District. The site hosts field trips and culture and art festivals. It also serves as a meeting space for large and small groups. It includes approximately 5,000 square feet and is located next to Stewart Elementary.

The museum was founded by Dr. and Mrs. Warner M. Karshner as a lasting memorial for their only son, Paul, who died in 1924 from polio. The Karshner's idea for the memorial grew and took form after a visit to the British Museum in London. They saw the English students thoroughly enjoying their visit to the museum. It was their wish that Puyallup children might have these experiences too.

When the museum was founded in 1930, it was located in Puyallup High School. The museum was moved in 1965 to its present location in the old Stewart School building. A major interior remodel of the museum was completed prior to the 2014-15 school year in conjunction with the site's renewed mission to create exhibitions and learning experiences which will help visitors make connections between themselves and the world in which we live.

KESSLER CENTER

1501 39TH Avenue Southwest

Puyallup, WA 98373

The Kessler Center is located along the north side of 39th Ave SW and is part of the district's South Hill Support Campus. It is built on part of the property that was originally purchased in April of 1986 from Donald and Edith Kessler for the sum of \$320,000. The Kessler Center project was funded with state match funds from the 2015 bond and was designed by BCRA. The general contractor was Pease and Sons.

Puyallup Special Services, Child Find, Quest, Advance, Digital Learning, and Summit has been housed at the site since it opened in Sept. 2021. The building is approximately 35,000 square feet and includes student classrooms and administrative office space.

OPERATIONS/TRANSPORTATION

323 12th Street Northwest

Puyallup, WA 98371

These buildings house a portion of each of the district's Operations and Transportation departments. The site houses two permanent structures and three portable buildings. It is the home of the district's sole bus mechanic shop, bus wash, and fueling station. The provides bus parking for just over 100 bus vehicles, not including staff parking areas.



A portion of the main bus driveway located on the north side of the two-story office building is not owned by the district; rather the land is leased by the district to provide ingress/egress from 12th Street NW to the bus yard. In 2010, the district purchased an additional .5-acre site on the south side of the office building to, in part, provide an alternative means of access in the future. The land acquisition also allowed for a parking lot expansion, the addition of a second and third portable building.

SPARKS STADIUM
601 7th Avenue Southwest
Puyallup, WA 98371

Before the opening of Rogers High School in 1968, the sports facility, now known as Sparks Stadium, was called Viking Field. The field was grass, with a wooden covered grandstand on the south side of the field and open metal bleachers on the north side of the field. The cinder track ran in front of the grandstands, but behind the bleachers, due to the small size of the overall site.

In 1969, Viking Field was renamed Sparks Stadium in recognition of Mr. Carl Sparks. Mr. Sparks moved to Puyallup in 1939. He served as head basketball and head football coach at Puyallup High School. Carl was also Puyallup School District's first Athletic Director.

In 1987, the Sparks Stadium facilities were completely remodeled and expanded. Covered grandstands were constructed on both the home side and visitor side of the field. Artificial turf was installed on the field and the track has a rubberized all-weather surface. A parking lot was constructed south of the home grandstand.

A total of 15 separate properties were purchased on the south side of the site, along 7th Avenue SW, prior to the renovation project. Another property was purchased on the west side of the site, along 7th Street SW. In 2013, the district purchased a second property along 7th Street SW, at the corner of 5th Avenue SW, known as the Sparks Stadium apartments. The five-unit apartment building has since been demolished and the has been developed as an interim practice field area.

In 2022, the district purchased a 1/3-acre vacant lot surrounded by the stadium property to the north, east and south. Long term plans include additional property acquisition west/southwest of the stadium site to support the construction of a full-sized practice field.

The stadium is located west of Meridian Avenue and south of West Pioneer Avenue. In the summer of 2018, Sparks Stadium was renovated to include a new field turf and track, along with other stadium improvements.

The district and the Washington State Fair have maintained an agreement to provide overflow parking at the Fair's Red Parking Lot, located to the south across 7th Ave SW from Sparks Stadium, over the past several decades.



TEXTBOOK AND MEDIA CENTER AND SCIENCE RESOURCE CENTER (Former Hilltop Elementary Multi-Purpose Building)

2110 110th Avenue East

Edgewood, WA 98372

This building houses and maintains an inventory of the district's instructional materials and supports the elementary science kit program.

The facility, located on North Hill next to Edgemont Junior High, east of Meridian Avenue North and north of 24th Street East, is the former Hilltop Elementary multi-purpose building. The building was originally constructed in 1977.

In 2023, the existing covered play shed was enclosed creating a 30' x 60' steel structure of additional heated storage space.

WAREHOUSE/CENTRAL KITCHEN (at Support Campus)

3607 17th Street Southwest, Suites A and D

Puyallup, WA 98373

This building houses an inventory of food products and general school supplies for the Puyallup School District. The facility is located on South Hill, west of Meridian Avenue and north of 39th Avenue Southwest. The Warehouse was constructed in 1987, with funding coming from the 1984 Bond Issue. The building has a total of 12,873 square feet, including some office spaces. In 2019, the district built a 12,000 sq. ft. warehouse addition to house the print shop and laundry services funded from state match funds from the Shaw Road addition project.

In 2007, a remote 1,728-square foot portable transportation facility was completed to go along with the paved parking improvements adding an additional 82 school bus parking capacity within the district. In addition, the 10,000-square foot Education Technology and Engagement Center (EdTec) was completed, allowing the district's EdTec department to relocate from Kalles Junior High.

In 2018, a 3,800 sq. ft. warehouse facility (the "Cube" building) was constructed along the frontage of 17th St SW to provide extra storage space for furniture.



Undeveloped / Underdeveloped Properties Descriptions

Property Descriptions

This Capital Facilities Plan provides a brief description of each property. The descriptions include such items as the site size, the purchase date and price, from whom it was purchased, the current zoning and other related information.

BALLOU SITE

When Ballou Junior High School was first constructed in 1970, it was built on approximately 30-acres of leased land owned by the Washington State Department of Natural Resources, next to the district's Firgrove Elementary 10-acre site. On May 28, 1992, the district purchased the 30-acre site for a sum of \$1,675,000.00.

The eastern section of property, SW of the Meridian / 136th St E intersection, is currently developed as field space. Nearly two decades ago, the district identified the option of relocating the Ballou Junior High track and field away from Meridian with the potential to surplus approximately 5-acres along the property's Meridian frontage. The property is within unincorporated Pierce County's Urban Corridor zone, allowing certain commercial and multi-family residential uses.

No action to surplus the Meridian frontage has been taken by the Board of Directors to date.

ELEMENTARY #24 SITE (Sunrise property)

This property was purchased in October of 1993 from Rainier Ventures Limited Partnership for a sum of \$1,100,000.00. This site is contiguous with Emerald Ridge High School and Glacier View Junior High school. The site was originally purchased as a location for what is now Glacier View Junior High. Master planning for the 100-acre district-owned property, subsequently identified the site as the appropriate location for the elementary school.

This site has approximately 24 total acres, although it is estimated at this time that the net usable acreage is approximately 17 acres, based upon the presence of some steep slope and wetland areas. It is mostly rectangular in shape with street frontage along 180th Street E. The site is covered with a stand of second growth trees. The site topography is mostly flat or slightly sloping except for the steep slope that borders the southern boundary of the parcel.

This property is located inside the Sunrise Master Plan Development, an unincorporated area of Pierce County. The Sunrise Development is subject to the Pierce County 2001 zoning regulations and the Sunrise Master Plan currently designates the site as "School" space.



One can locate the site by traveling south on Meridian (SR 161), turning east on Sunrise Blvd., turning south onto 122nd Avenue E. and then turning east on 180th Street East. The site is located on the south side of the future 180th Street E. at approximately the 130XX block.

LDS SITE (including Heritage Recreation Center)

This property was purchased in July of 1985 from the Church of Jesus Christ of Latter-day Saints for a sum of \$468,000.00 (approximately \$10,100.00 per acre). Initially, the site was purchased with no particular purpose in mind other than it was a large piece of available property at a good price. It obviously had some potential for being developed by the district.

At the time the LDS site was purchased, it had approximately 46.45 acres and was rectangular in shape with street frontage on 128th Street E. and 94th Avenue E. After construction of Zeiger Elementary School, approximately 32.04 acres of the LDS site remained undeveloped. In September 2002, a fifty-year inter-local agreement with Pierce County to develop a large portion of the site for use as athletic complex (Heritage Recreation Center) was approved by district and Pierce County leadership. An approximate 8.80-acre portion now remains available for other district uses. Several of those acres along the south property line are wetlands. Furthermore, a Bonneville Power line easement, a storm drainage easement and a sewer line easement all exist close to the south property line, making part of the area non-buildable. At this time, we would estimate that approximately four acres of this remaining parcel remain as potential residential building or a park site.

One can locate the site by traveling south on Meridian (SR 161), turning west on 128th Street E., and turning south on 94th Avenue E. The site is located on the west side of 94th Avenue E. and the south side of 128th Street E, south of the Heritage Recreation Center.

LIDFORD SITE

This property was purchased in July of 1971 from Helmer and Pearl Wold for a sum of \$5,000.00. The site was purchased as the location for a second elementary school on the West Hill (Waller Road) portion of the district. The vision was to use the Lidford site in conjunction with a ten (10) acre County Park (i.e., Lidford Playfield) that is located directly to the north, across 60th Street E.

The Lidford site has approximately 1.1 acres and is rectangular in shape with street frontage on 60th Street E. and 44th Avenue E. This site is covered with a stand of second growth trees. The property slopes rather gently from the east property line downward towards the west property line.

This property is located in an unincorporated area of Pierce County and presently has a zoning designation of Rural Separator. One can locate the site by traveling west, out of the valley floor, on 72nd Street E., turning north on 44th Avenue E. and traveling until you reach 60th Street E. The property is located at the SW corner of the 60th Street E / 44th Avenue E.



Utilities are readily available to the site. In 1985, a power line easement was granted to the City of Tacoma for, and on behalf, of its Department of Public Utilities. However, the district reserved the right to revoke the easement and have the power lines removed at no cost to the district if the property were to be sold.

On June 19, 2017, by way of Resolution #227 2016-17, the Board of Directors declared the Lidford property surplus to the educational needs of the district. District staff has been authorized to pursue its sale and disposition.

MASTERS SITE

This property was purchased in March of 1980 from Joseph and Barbara Masters for a sum of \$125,606.00 (approximately \$8,800.00 per acre). Given the growth that was taking place on South Hill, this site was purchased as the location for a future elementary school.

The Masters site has approximately 14.29 acres and is L-shaped with street frontage on 110th Avenue E. and 170th Street E. The site is covered with brush and what appears to be a stand of second growth trees. The property is level and rolling, sloping ever so gently from the east property line towards the west property line.

This property is located in an unincorporated area of Pierce County. The site has a zoning designation of High Density Residential under the county's adoption of the South Hill Community Plan in 2004. The site is also located in the Thun Field Safety Zone 6 which limits the placement of a new elementary school within its boundaries. One can locate the site by traveling south on Meridian (SR 161), turning east on 152nd Street E, then turning south onto 110th Avenue E. The property is located near the NE intersection of 110th Ave E / 170th St E.

TACOMA WATER PROPERTY

The Board of Directors approved the purchase of a 43-acre parcel at their regular board meeting on July 1, 2020, via Resolution #225 2019-20 for the price of \$2,025,000 dollars. The undeveloped property is accessed from 144th St. E. (south) and from 134th Ave. E. (east) on South Hill, just east of Hunt Elementary. Pierce County Parks purchased 100-acres north of the site to develop in the future for passive recreation.

The site is situated between Glacier View Junior High and Ferrucci Junior High on the east side of Meridian on South Hill, an area of considerable new housing projected to be built over the next 20-year period. The 43+ acre site includes areas of suspected wetlands and utility easements. However, the net buildable acreage is sufficient to accommodate a new junior high school campus. The property purchase was completed on March 18, 2021. The site will be held by the district to accommodate long-term growth 15+ years in the future.



WAREHOUSE SITE

This property was originally purchased in April of 1986 from Donald and Edith Kessler for the sum of \$320,000. Given the overall growth of the Puyallup School District, there was a need to establish greater central warehousing capacity. As a result, this site was purchased because it was centrally located within the Puyallup School District and because of its proximity to Highway 512. In 2006, the district purchased two adjoining residential properties for expansion of the facilities which have been razed.

On May 18, 2023, the district purchased 4.5-acres to the east of the site known as the Aliza Parcel B property. The need for additional property was identified through the Operations Master Plan process which was presented to the Board of Directors at its regular meeting on October 18, 2021. The plan includes expansion of school bus parking on the site.

The Warehouse site has approximately 23.7 acres with street frontage on 39th Avenue SW and 17th Street SW in the City of Puyallup and is reasonably flat. Most of the site is zoned Public Facilities, except for the Aliza Parcel B parcel, currently zoned commercial.

“WORM FARM” SITE

This property was purchased in May of 1970 from Bennie and Eva Berg for a sum of \$15,000.00. Given the growth that was beginning on South Hill, this site was purchased as the location for a future elementary school.

The “Worm Farm” site has approximately 9.59 acres and is square in shape, with street frontage on 17th Street SW. The site is vacant except for scattered trees, mostly cedar, along the west property line and some blackberries near the south property line. At one time in the past, there were some outbuildings located along the north property line that the district rented to a gentleman who was commercially raising angle worms, hence, the property became affectionately known as the “Worm Farm” site. The property slopes gently downward from the south property line towards the north property line.

On January 1, 2009, the Worm Farm site property was annexed into the City of Puyallup as part of the “West Hills Annexation”. The site is currently zoned as Public Facilities by the City of Puyallup. The northeast corner of the “Worm Farm” site is located approximately 375 feet south of the intersection of 23rd Avenue SW and 17th Street SW, on the west side of 17th Street.



Puyallup School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Civil Rights Compliance Coordinator: Gordon Brobbey, brobbg@puyallupsd.org, (253) 840-8863; 504/ADA Coordinator: Almai Malit, malitaa@puyallupsd.org, (253) 840-8849; Title IX Coordinator Staff: Amie Brandmire, brandmah@puyallupsd.org, (253) 841-8645; Title IX Coordinator Students: Gordon Brobbey, brobbg@puyallupsd.org, (253) 840-8863. 302 2nd St. SE, Puyallup, WA 98372.





P U Y A L L U P

S C H O O L D I S T R I C T

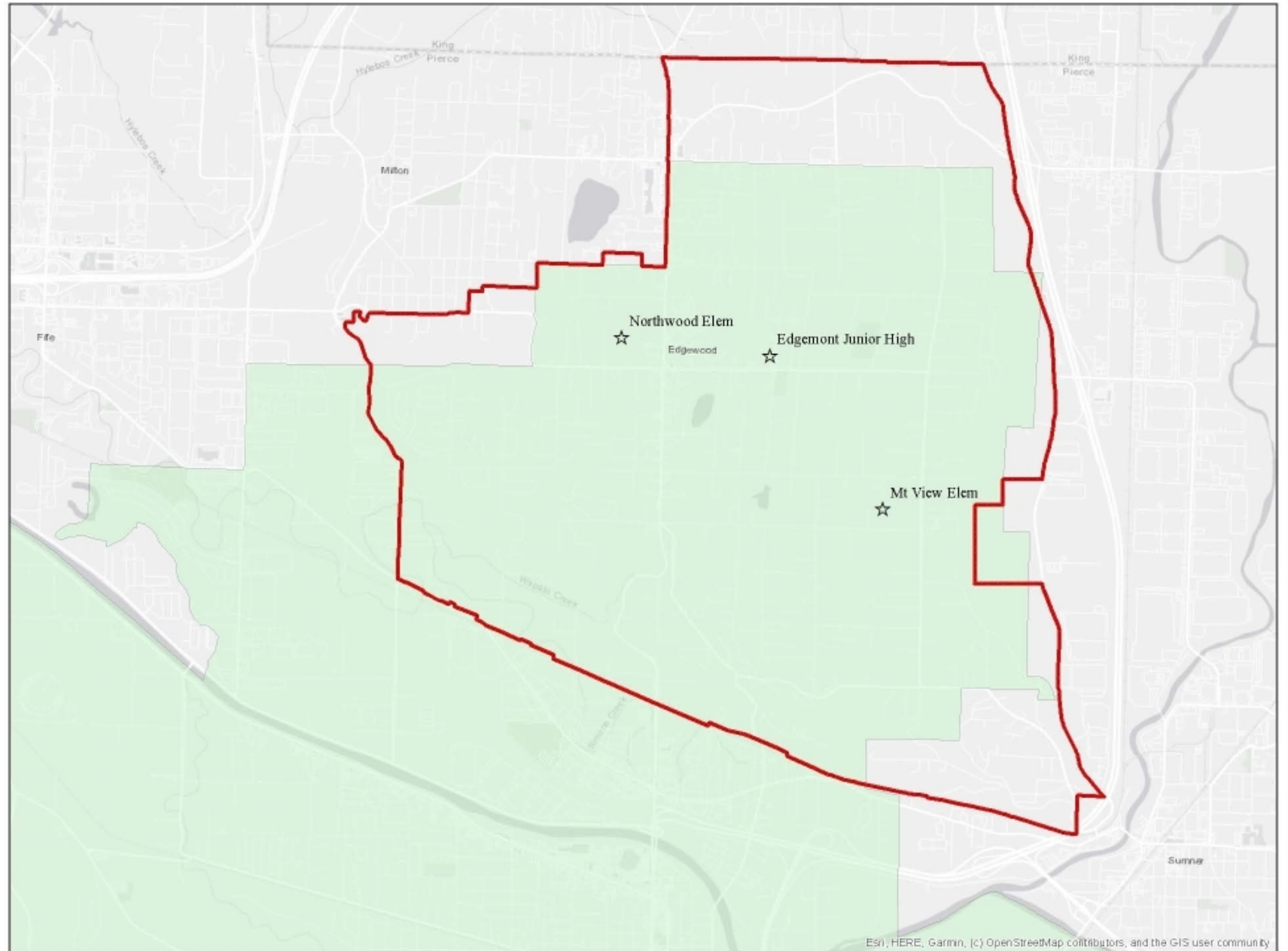
A Tradition of Excellence

**February 6, 2024 - Edgewood City Council
Meeting**

City of Edgewood Puyallup SD Overlay Map

Legend

- ☆ PSD Schools in Edgewood
- ✚ City of Edgewood Boundary
- PSD Boundary



0 1 2 Miles

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Document Path: Y:\FAC\Planning\GIS\2021_22\Maps\Edgewood_PSD_Overlay.mxd

Date: 1/10/2022





Northwood Elementary

Kindergarten – 5th Grade

670-Student Permanent
Capacity

735-Student Capacity with three
portable classrooms*

715 enrolled students (Jan.'24)



Mt. View Elementary

Kindergarten – 5th Grade

250-Student Permanent
Capacity

375-Student Capacity with six
portable classrooms*

262 enrolled students (Jan.'24)



Edgemont Junior High

6th-9th Grade

650-Student Permanent
Capacity

750-Student Capacity with Four
portable classrooms*

560 enrolled students (Jan.'24)



PSD Schools within the City of Edgewood



Puyallup High School

10th – 12th Grade

1260-Student Permanent Capacity

1,585-Student Capacity with 13
portable classrooms

1,623 enrolled students
(Oct.'23)



Walker High School

9th – 12th Grade

Districtwide Alternative
High School Program

125 enrolled students
(Oct.'23)



Puyallup Digital Learning

Puyallup Parent Partnership
Program (P4) Kindergarten –
6th Grade

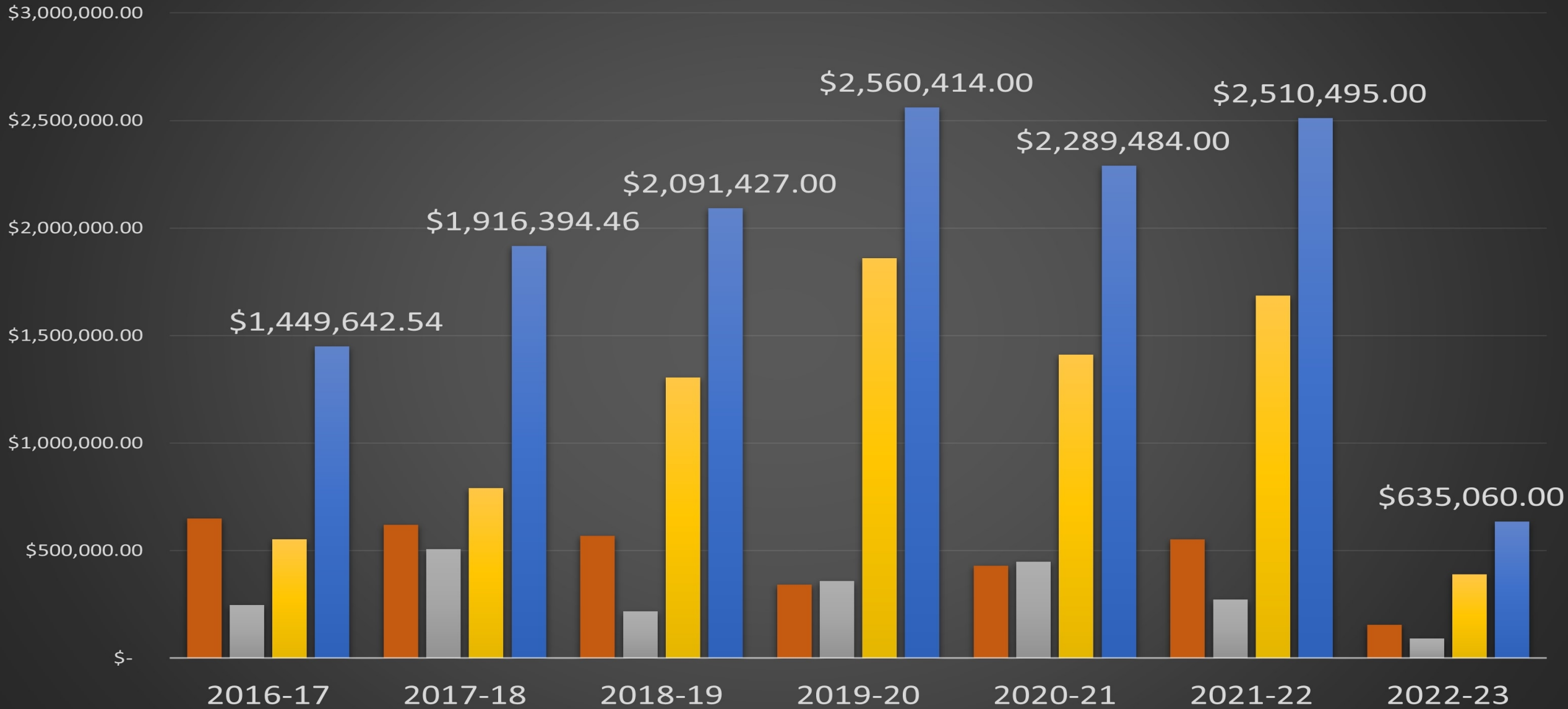
Puyallup Online Academy (POA)
7th – 12th Grade

Based in the Kessler
Center Building (near Costco-Puyallup)



Other PSD Schools serving Edgewood

Annual Puyallup SD School Impact Fee Net Revenue by Jurisdiction



No Fees from City of Fife
during this period

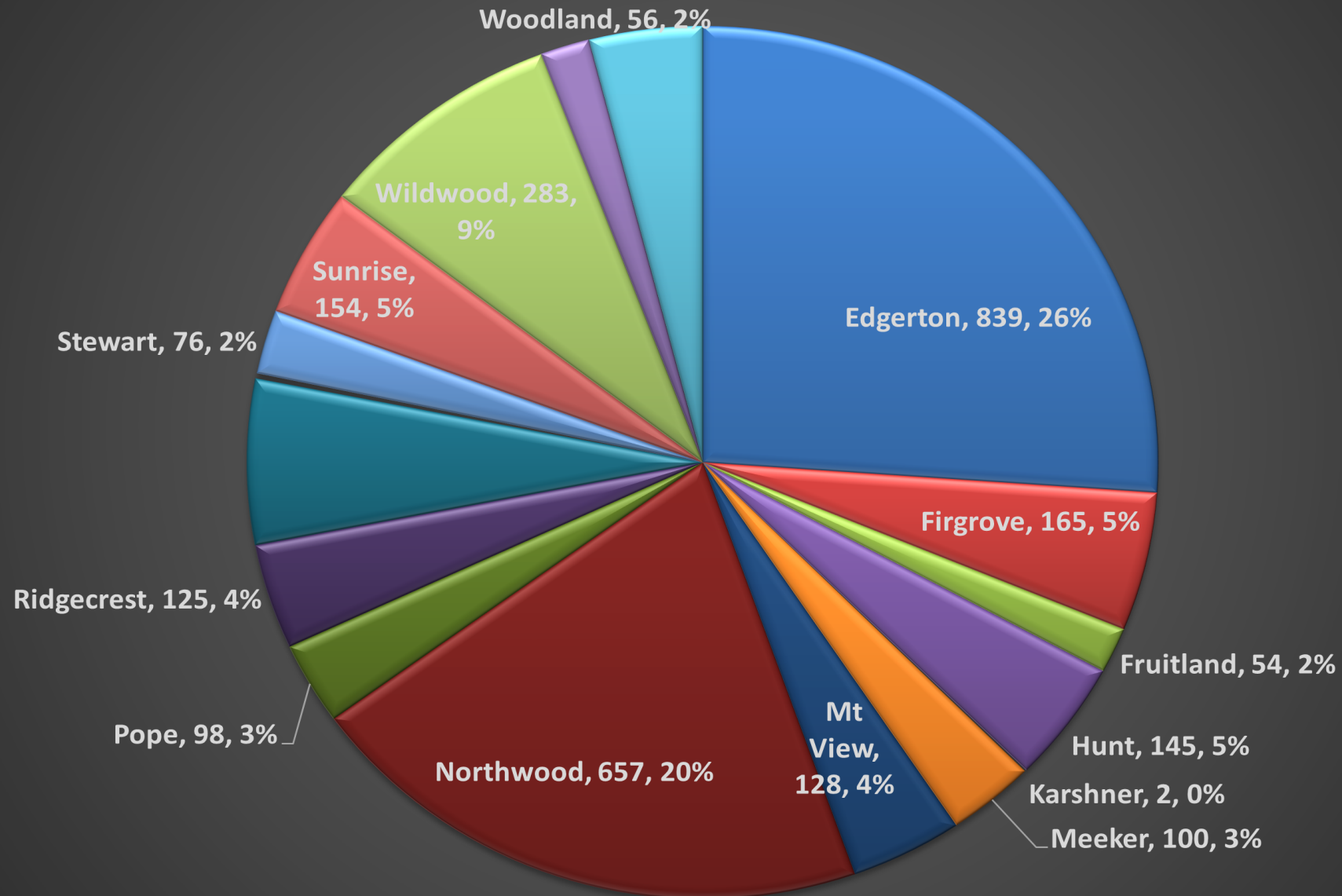
Edgewood

Puyallup

Pierce County

Total

2023-28 (5-Yr) Total Projected Housing Units by Elementary Attendance Area



School Capacity and Utilization Task Force

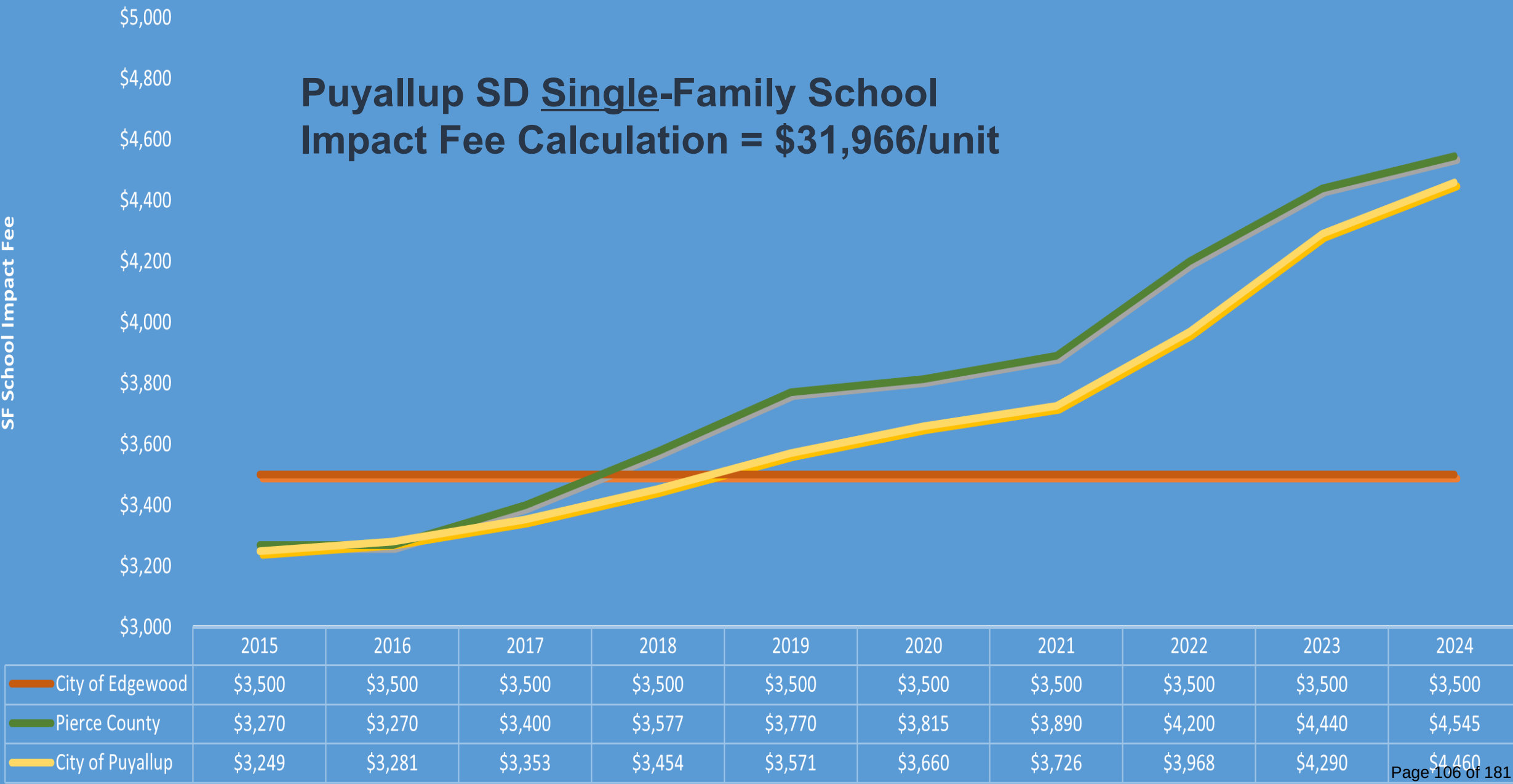


The School Capacity and Utilization Task Force will provide recommendations that support current and projected enrollment, building capacity, and address space issues within our existing facilities until future capital projects are funded and constructed.



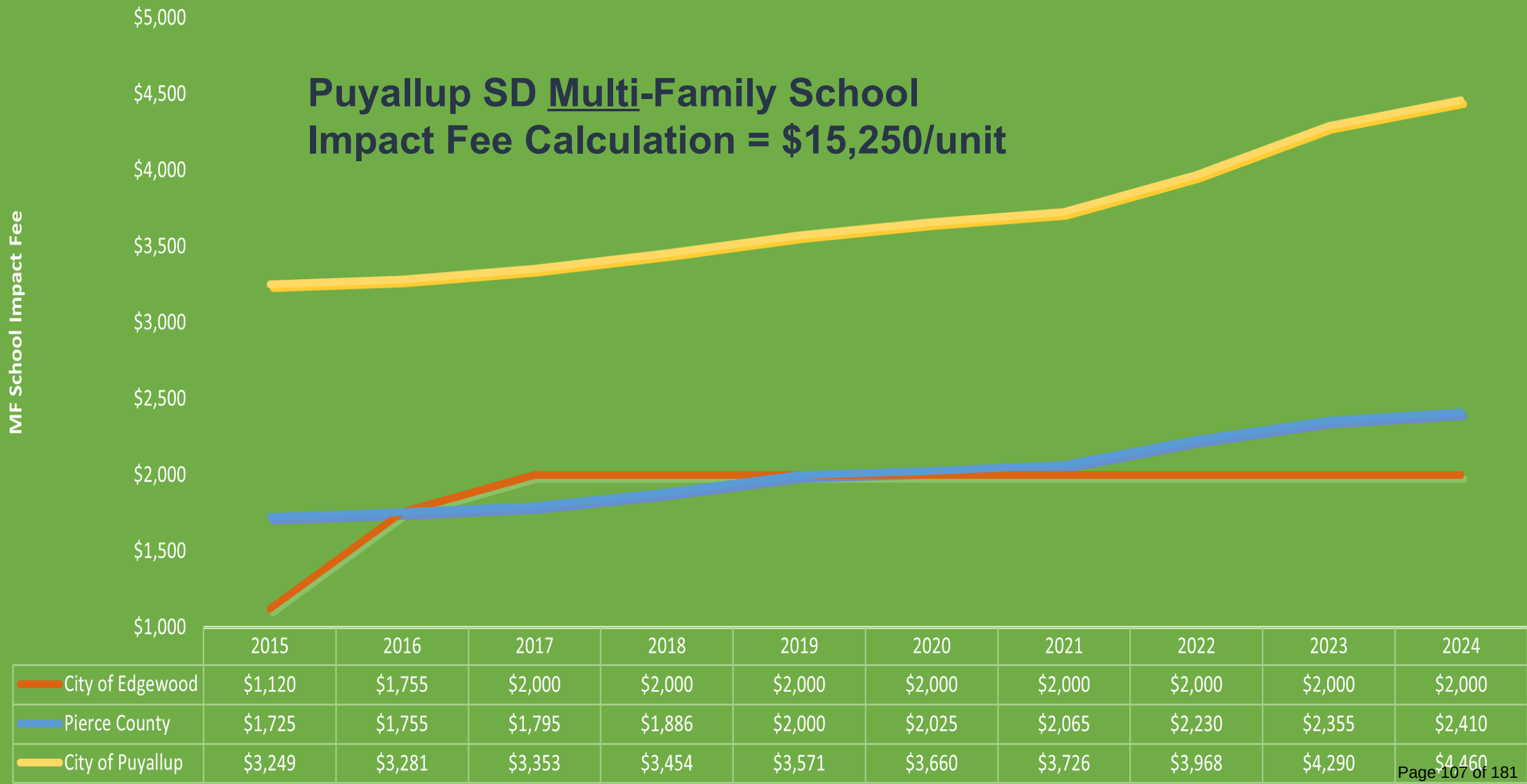
SINGLE-FAMILY SCHOOL IMPACT FEE RATES WITHIN THE PUYALLUP SCHOOL DISTRICT

Puyallup SD Single-Family School
Impact Fee Calculation = \$31,966/unit



MULTI-FAMILY SCHOOL IMPACT FEE RATES WITHIN THE PUYALLUP SCHOOL DISTRICT

Puyallup SD Multi-Family School
Impact Fee Calculation = \$15,250/unit



Vote: February 13, 2024



Voters will be asked to consider a 6-Year **\$175 million** Capital Levy on the **February 13, 2024**, Special Election ballot.

The levy would provide needed infrastructure improvements not funded by the state that address:

- Building Improvements
- Technology
- Safety
- Site and Traffic Improvements
- Outdoor Learning

PUYALLUP
SCHOOL DISTRICT
A Tradition of Excellence

RESTORE, IMPROVE & REPLACE

906 PROJECTS

aging infrastructure and systems

FEB. 13, 2024, SPECIAL ELECTION



puyallupsd.org/levy

Questions ?



CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1337

Chapter 334, Laws of 2023

(partial veto)

68th Legislature
2023 Regular Session

GROWTH MANAGEMENT ACT—ACCESSORY DWELLING UNITS—URBAN GROWTH AREAS

EFFECTIVE DATE: July 23, 2023

Passed by the House April 14, 2023
Yeas 85 Nays 11

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 6, 2023
Yeas 39 Nays 7

DENNY HECK

President of the Senate

Approved May 8, 2023 1:13 PM with the
exception of section 5, which is
vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the
House of Representatives of the
State of Washington, do hereby
certify that the attached is
ENGROSSED HOUSE BILL 1337 as passed
by the House of Representatives and
the Senate on the dates hereon set
forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2023

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 1337

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Representatives Gregerson, Barkis, Berry, Christian, Duerr, Fitzgibbon, Taylor, Ramel, Reeves, Simmons, Walen, Graham, Bateman, Reed, Lekanoff, Doglio, Tharinger, Cortes, Macri, and Stonier

Read first time 01/16/23. Referred to Committee on Housing.

1 AN ACT Relating to expanding housing options by easing barriers
2 to the construction and use of accessory dwelling units; amending RCW
3 36.70A.696, 43.21C.495, and 36.70A.280; adding new sections to
4 chapter 36.70A RCW; adding a new section to chapter 64.34 RCW; adding
5 a new section to chapter 64.32 RCW; adding a new section to chapter
6 64.38 RCW; adding a new section to chapter 64.90 RCW; creating a new
7 section; and repealing RCW 35.63.210, 35A.63.230, 36.70A.400,
8 36.70.677, and 43.63A.215.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

10 NEW SECTION. **Sec. 1.** (1) The legislature makes the following
11 findings:

12 (a) Washington state is experiencing a housing affordability
13 crisis. Many communities across the state are in need of more housing
14 for renters across the income spectrum.

15 (b) Many cities dedicate the majority of residentially zoned land
16 to single detached houses that are increasingly financially out of
17 reach for many households. Due to their smaller size, accessory
18 dwelling units can provide a more affordable housing option in those
19 single-family zones.

20 (c) Localities can start to correct for historic economic and
21 racial exclusion in single-family zones by opening up these

1 neighborhoods to more diverse housing types, including accessory
2 dwelling units, that provide lower cost homes. Increasing housing
3 options in expensive, high-opportunity neighborhoods will give more
4 families access to schools, parks, and other public amenities
5 otherwise accessible to only the wealthy.

6 (d) Accessory dwelling units are frequently rented below market
7 rate, providing additional affordable housing options for renters.

8 (e) Accessory dwelling units can also help to provide housing for
9 very low-income households. More than 10 percent of accessory
10 dwelling units in some areas are occupied by tenants who pay no rent
11 at all; among these tenants are grandparents, adult children, family
12 members with disabilities, friends going through life transitions,
13 and community members in need. Accessory dwelling units meet the
14 needs of these people who might otherwise require subsidized housing
15 space and resources.

16 (f) Accessory dwelling units can meet the needs of Washington's
17 growing senior population, making it possible for this population to
18 age in their communities by offering senior-friendly housing, which
19 prioritizes physical accessibility, in walkable communities near
20 amenities essential to successful aging in place, including transit
21 and grocery stores, without requiring costly renovations of existing
22 housing stock.

23 (g) Homeowners who add an accessory dwelling unit may benefit
24 from added income and an increased sense of security.

25 (h) Accessory dwelling units provide environmental benefits. On
26 average they are more energy efficient than single detached houses,
27 and they incentivize adaptive reuse of existing homes and materials.

28 (i) Siting accessory dwelling units near transit hubs, employment
29 centers, and public amenities can help to reduce greenhouse gas
30 emissions by increasing walkability, shortening household commutes,
31 and curtailing sprawl.

32 (2) The legislature intends to promote and encourage the creation
33 of accessory dwelling units as a means to address the need for
34 additional affordable housing options.

35 **Sec. 2.** RCW 36.70A.696 and 2021 c 306 s 2 are each amended to
36 read as follows:

37 The definitions in this section apply throughout RCW 36.70A.697
38 ~~((and)),~~ 36.70A.698, and sections 3 and 4 of this act unless the
39 context clearly requires otherwise.

1 (1) "Accessory dwelling unit" means a dwelling unit located on
2 the same lot as a single-family housing unit, duplex, triplex,
3 townhome, or other housing unit.

4 (2) "Attached accessory dwelling unit" means an accessory
5 dwelling unit located within or attached to a single-family housing
6 unit, duplex, triplex, townhome, or other housing unit.

7 (3) "City" means any city, code city, and town located in a
8 county planning under RCW 36.70A.040.

9 (4) "County" means any county planning under RCW 36.70A.040.

10 (5) "Detached accessory dwelling unit" means an accessory
11 dwelling unit that consists partly or entirely of a building that is
12 separate and detached from a single-family housing unit, duplex,
13 triplex, townhome, or other housing unit and is on the same property.

14 (6) "Dwelling unit" means a residential living unit that provides
15 complete independent living facilities for one or more persons and
16 that includes permanent provisions for living, sleeping, eating,
17 cooking, and sanitation.

18 (7) "Gross floor area" means the interior habitable area of a
19 dwelling unit including basements and attics but not including a
20 garage or accessory structure.

21 (8) "Major transit stop" means:

22 (a) A stop on a high capacity transportation system funded or
23 expanded under the provisions of chapter 81.104 RCW;

24 (b) Commuter rail stops;

25 (c) Stops on rail or fixed guideway systems, including
26 transitways;

27 (d) Stops on bus rapid transit routes or routes that run on high
28 occupancy vehicle lanes; or

29 (e) Stops for a bus or other transit mode providing actual fixed
30 route service at intervals of at least fifteen minutes for at least
31 five hours during the peak hours of operation on weekdays.

32 ~~((+8))~~ (9) "Owner" means any person who has at least 50 percent
33 ownership in a property on which an accessory dwelling unit is
34 located.

35 ~~((+9))~~ (10) "Principal unit" means the single-family housing
36 unit, duplex, triplex, townhome, or other housing unit located on the
37 same lot as an accessory dwelling unit.

38 (11) "Short-term rental" means a lodging use, that is not a hotel
39 or motel or bed and breakfast, in which a dwelling unit, or portion

thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than 30 consecutive nights.

NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70A RCW to read as follows:

(1)(a) Cities and counties planning under this chapter must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of section 4 of this act, to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130.

(b) In any city or county that has not adopted or amended ordinances, regulations, or other official controls as required under this section, the requirements of this section and section 4 of this act supersede, preempt, and invalidate any conflicting local development regulations.

(2) Ordinances, development regulations, and other official controls adopted or amended pursuant to this section and section 4 of this act must only apply in the portions of towns, cities, and counties that are within urban growth areas designated under this chapter.

(3) Any action taken by a city or county to comply with the requirements of this section or section 4 of this act is not subject to legal challenge under this chapter or chapter 43.21C RCW.

(4) Nothing in this section or section 4 of this act requires or authorizes a city or county to authorize the construction of an accessory dwelling unit in a location where development is restricted under other laws, rules, or ordinances as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property.

(5) Nothing in this section or in section 4 of this act prohibits a city or county from:

(a) Restricting the use of accessory dwelling units for short-term rentals;

(b) Applying public health, safety, building code, and environmental permitting requirements to an accessory dwelling unit that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater;

(c) Applying generally applicable development regulations to the construction of an accessory unit, except when the application of

1 such regulations would be contrary to this section or to section 4 of
2 this act;

3 (d) Prohibiting the construction of accessory dwelling units on
4 lots that are not connected to or served by public sewers; or

5 (e) Prohibiting or restricting the construction of accessory
6 dwelling units in residential zones with a density of one dwelling
7 unit per acre or less that are within areas designated as wetlands,
8 fish and wildlife habitats, flood plains, or geologically hazardous
9 areas.

10 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A
11 RCW to read as follows:

12 (1) In addition to ordinances, development regulations, and other
13 official controls adopted or amended to comply with this section and
14 section 3 of this act, a city or county must comply with all of the
15 following policies:

16 (a) The city or county may not assess impact fees on the
17 construction of accessory dwelling units that are greater than 50
18 percent of the impact fees that would be imposed on the principal
19 unit;

20 (b) The city or county may not require the owner of a lot on
21 which there is an accessory dwelling unit to reside in or occupy the
22 accessory dwelling unit or another housing unit on the same lot;

23 (c) The city or county must allow at least two accessory dwelling
24 units on all lots that are located in all zoning districts within an
25 urban growth area that allow for single-family homes in the following
26 configurations:

27 (i) One attached accessory dwelling unit and one detached
28 accessory dwelling unit;

29 (ii) Two attached accessory dwelling units; or

30 (iii) Two detached accessory dwelling units, which may be
31 comprised of either one or two detached structures;

32 (d) The city or county must permit accessory dwelling units in
33 structures detached from the principal unit;

34 (e) The city or county must allow an accessory dwelling unit on
35 any lot that meets the minimum lot size required for the principal
36 unit;

37 (f) The city or county may not establish a maximum gross floor
38 area requirement for accessory dwelling units that is less than 1,000
39 square feet;

1 (g) The city or county may not establish roof height limits on an
2 accessory dwelling unit of less than 24 feet, unless the height
3 limitation that applies to the principal unit is less than 24 feet,
4 in which case a city or county may not impose roof height limitation
5 on accessory dwelling units that is less than the height limitation
6 that applies to the principal unit;

7 (h) A city or county may not impose setback requirements, yard
8 coverage limits, tree retention mandates, restrictions on entry door
9 locations, aesthetic requirements, or requirements for design review
10 for accessory dwelling units that are more restrictive than those for
11 principal units;

12 (i) A city or county must allow detached accessory dwelling units
13 to be sited at a lot line if the lot line abuts a public alley,
14 unless the city or county routinely plows snow on the public alley;

15 (j) A city or county must allow accessory dwelling units to be
16 converted from existing structures, including but not limited to
17 detached garages, even if they violate current code requirements for
18 setbacks or lot coverage;

19 (k) A city or county may not prohibit the sale or other
20 conveyance of a condominium unit independently of a principal unit
21 solely on the grounds that the condominium unit was originally built
22 as an accessory dwelling unit; and

23 (l) A city or county may not require public street improvements
24 as a condition of permitting accessory dwelling units.

25 (2)(a) A city or county subject to the requirements of this
26 section may not:

27 (i) Require off-street parking as a condition of permitting
28 development of accessory dwelling units within one-half mile walking
29 distance of a major transit stop;

30 (ii) Require more than one off-street parking space per unit as a
31 condition of permitting development of accessory dwelling units on
32 lots smaller than 6,000 square feet before any zero lot line
33 subdivisions or lot splits; and

34 (iii) Require more than two off-street parking spaces per unit as
35 a condition of permitting development of accessory dwelling units on
36 lots greater than 6,000 square feet before any zero lot line
37 subdivisions or lot splits.

38 (b) The provisions of (a) of this subsection do not apply:

39 (i) If a local government submits to the department an empirical
40 study prepared by a credentialed transportation or land use planning

expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of (a) of this subsection for accessory dwelling units will be significantly less safe for vehicle drivers or passengers, pedestrians, or bicyclists than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses. The department must develop guidance to assist cities and counties on items to include in the study; or

(ii) To portions of cities within a one mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements.

(3) When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.

(4) The provisions of this section do not apply to lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to a watershed serving a reservoir for potable water if that watershed is or was listed, as of the effective date of this section, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).

***NEW SECTION. Sec. 5. A new section is added to chapter 36.70A RCW to read as follows:**

To encourage the use of accessory dwelling units for long-term housing, cities and counties may adopt ordinances, development regulations, and other official controls which waive or defer fees, including impact fees, defer the payment of taxes, or waive specific regulations. Cities and counties may only offer such reduced or deferred fees, deferred taxes, waivers, or other incentives for the development or construction of accessory dwelling units if:

(1) The units are located within an urban growth area; and

(2) The units are subject to a program adopted by the city or county with effective binding commitments or covenants that the units will be primarily utilized for long-term housing consistent with the public purpose for this authorization.

****Sec. 5 was vetoed. See message at end of chapter.***

Sec. 6. RCW 43.21C.495 and 2022 c 246 s 3 are each amended to read as follows:

1 (1) Adoption of ordinances, development regulations and
2 amendments to such regulations, and other nonproject actions taken by
3 a city to implement: The actions specified in section 2, chapter 246,
4 Laws of 2022 unless the adoption of such ordinances, development
5 regulations and amendments to such regulations, or other nonproject
6 actions has a probable significant adverse impact on fish habitat;
7 and the increased residential building capacity actions identified in
8 RCW 36.70A.600(1), with the exception of the action specified in RCW
9 36.70A.600(1)(f), are not subject to administrative or judicial
10 appeals under this chapter.

11 (2) Adoption of ordinances, development regulations and
12 amendments to such regulations, and other nonproject actions taken by
13 a city or county consistent with the requirements of sections 3 and 4
14 of this act are not subject to administrative or judicial appeals
15 under this chapter.

16 **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
17 read as follows:

18 (1) The growth management hearings board shall hear and determine
19 only those petitions alleging either:

20 (a) That, except as provided otherwise by this subsection, a
21 state agency, county, or city planning under this chapter is not in
22 compliance with the requirements of this chapter, chapter 90.58 RCW
23 as it relates to the adoption of shoreline master programs or
24 amendments thereto, or chapter 43.21C RCW as it relates to plans,
25 development regulations, or amendments, adopted under RCW 36.70A.040
26 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
27 to hear petitions alleging noncompliance ~~((with RCW 36.70A.5801))~~
28 based on a city or county's actions taken to implement the
29 requirements of sections 3 and 4 of this act within an urban growth
30 area;

31 (b) That the ~~((twenty-))~~ 20-year growth management planning
32 population projections adopted by the office of financial management
33 pursuant to RCW 43.62.035 should be adjusted;

34 (c) That the approval of a work plan adopted under RCW
35 36.70A.735(1)(a) is not in compliance with the requirements of the
36 program established under RCW 36.70A.710;

37 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
38 regionally applicable and cannot be adopted, wholly or partially, by
39 another jurisdiction; or

1 (e) That a department certification under RCW 36.70A.735(1)(c) is
2 erroneous.

3 (2) A petition may be filed only by: (a) The state, or a county
4 or city that plans under this chapter; (b) a person who has
5 participated orally or in writing before the county or city regarding
6 the matter on which a review is being requested; (c) a person who is
7 certified by the governor within (~~sixty~~) 60 days of filing the
8 request with the board; or (d) a person qualified pursuant to RCW
9 34.05.530.

10 (3) For purposes of this section "person" means any individual,
11 partnership, corporation, association, state agency, governmental
12 subdivision or unit thereof, or public or private organization or
13 entity of any character.

14 (4) To establish participation standing under subsection (2)(b)
15 of this section, a person must show that his or her participation
16 before the county or city was reasonably related to the person's
17 issue as presented to the board.

18 (5) When considering a possible adjustment to a growth management
19 planning population projection prepared by the office of financial
20 management, the board shall consider the implications of any such
21 adjustment to the population forecast for the entire state.

22 The rationale for any adjustment that is adopted by the board
23 must be documented and filed with the office of financial management
24 within ten working days after adoption.

25 If adjusted by the board, a county growth management planning
26 population projection shall only be used for the planning purposes
27 set forth in this chapter and shall be known as the "board adjusted
28 population projection." None of these changes shall affect the
29 official state and county population forecasts prepared by the office
30 of financial management, which shall continue to be used for state
31 budget and planning purposes.

32 NEW SECTION. **Sec. 8.** A new section is added to chapter 36.70A
33 RCW to read as follows:

34 (1) By December 31, 2023, the department must revise its
35 recommendations for encouraging accessory dwelling units to include
36 the provisions of sections 3 and 4 of this act.

37 (2) During each comprehensive plan review required by RCW
38 36.70A.130, the department must review local government comprehensive
39 plans and development regulations for compliance with sections 3 and

1 4 of this act and the department's recommendations under subsection
2 (1) of this section.

3 NEW SECTION. **Sec. 9.** A new section is added to chapter 64.34
4 RCW to read as follows:

5 (1) Except a declaration created to protect public health and
6 safety, and ground and surface waters from on-site wastewater, a
7 declaration created after the effective date of this section and
8 applicable to a property located within an urban growth area may not
9 impose any restriction or prohibition on the construction,
10 development, or use on a lot of an accessory dwelling unit that the
11 city or county in which the urban growth area is located would be
12 prohibited from imposing under section 4 of this act.

13 (2) For the purposes of this section, "urban growth area" has the
14 same meaning as in RCW 36.70A.030.

15 (3) A city or county issuing a permit for the construction of an
16 accessory dwelling unit may not be held civilly liable on the basis
17 that the construction of the accessory dwelling unit would violate a
18 restrictive covenant or deed restriction.

19 NEW SECTION. **Sec. 10.** A new section is added to chapter 64.32
20 RCW to read as follows:

21 (1) Except a declaration created to protect public health and
22 safety, and ground and surface waters from on-site wastewater, a
23 declaration created after the effective date of this section and
24 applicable to a property located within an urban growth area may not
25 impose any restriction or prohibition on the construction,
26 development, or use on a lot of an accessory dwelling unit that the
27 city or county in which the urban growth area is located would be
28 prohibited from imposing under section 4 of this act.

29 (2) For the purposes of this section, "urban growth area" has the
30 same meaning as in RCW 36.70A.030.

31 (3) A city or county issuing a permit for the construction of an
32 accessory dwelling unit may not be held civilly liable on the basis
33 that the construction of the accessory dwelling unit would violate a
34 restrictive covenant or deed restriction.

35 NEW SECTION. **Sec. 11.** A new section is added to chapter 64.38
36 RCW to read as follows:

(1) Except governing documents of associations created to protect public health and safety, and ground and surface waters from on-site wastewater, governing documents of associations created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

(2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.

(3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.

NEW SECTION. **Sec. 12.** A new section is added to chapter 64.90 RCW to read as follows:

(1) Except declarations and governing documents of common interest communities created to protect public health and safety, and ground and surface waters from on-site wastewater, declarations and governing documents of common interest communities created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

(2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.

(3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.

NEW SECTION. **Sec. 13.** The following acts or parts of acts are each repealed:

(1) RCW 35.63.210 (Accessory apartments) and 1993 c 478 s 8;

(2) RCW 35A.63.230 (Accessory apartments) and 1993 c 478 s 9;

(3) RCW 36.70A.400 (Accessory apartments) and 1993 c 478 s 11;

1 (4) RCW 36.70.677 (Accessory apartments) and 1993 c 478 s 10; and
2 (5) RCW 43.63A.215 (Accessory apartments—Development and
3 placement—Local governments) and 1993 c 478 s 7.

Passed by the House April 14, 2023.

Passed by the Senate April 6, 2023.

Approved by the Governor May 8, 2023, with the exception of certain items that were vetoed.

Filed in Office of Secretary of State May 10, 2023.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Section 5, Engrossed House Bill No. 1337 entitled:

"AN ACT Relating to expanding housing options by easing barriers to the construction and use of accessory dwelling units."

Section 5 of the bill gives local governments authority to waive or defer fees, defer payment of taxes, or waive other regulations for the development of accessory dwelling units (ADUs) if specified conditions are met. The specified conditions are that the ADU must be located within an urban growth area, and the ADU must be subject to a locally adopted covenant program ensuring that the ADU will be primarily utilized for long-term housing. Current law allows local governments to waive fees, taxes, and to establish various incentives for the construction of ADUs without requiring the creation of a local covenant program. The administrative costs necessary to administer a new covenant program for ADUs may cause some cities to discontinue current incentive programs.

For these reasons I have vetoed Section 5 of Engrossed House Bill No. 1337.

With the exception of Section 5, Engrossed House Bill No. 1337 is approved."

--- END ---



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 4.A
	For Agenda of: 2/6/2024
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, City Clerk/HR Director 2/1/2024 Dave Gray 2/1/2024 Dave Olson 2/1/2024	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Comcast Franchise Agreement	Agenda Item #: 4.B
	For Agenda of: 2/6/2024
	Prepared by: Madrona Law Group, City Staff
Attachments (list): 1. 2024 Comcast Franchise Ordinance 2. 10262023 Final Comcast Franchise Renewal (2)	
Approval of Materials: Madrona Law Group, City Staff Rachel Pitzel, City Clerk/HR Director 2/1/2024 Dave Gray 2/1/2024 Dave Olson 2/1/2024	Expenditure Required: N/A Amount Budgeted: Revenue Only Timeline: 01/16/2024 Study Session for council discussion and review. 01/23/2024 Regular Council Meeting-first reading and council discussion. 06/06/2024 Study Session for council discussion and review 02/13/2024 Regular Council Meeting-second reading and potential council action.

Summary Statement:

Comcast, a regional cable television service provider, has a cabling network located in the public right-of-way. They enter agreements with government entities to operate and service said network of cabling. They pay a fee of 5% of gross sales generated within the City of Edgewoods jurisdictional boundary. They are still required to obtain permits for work in the city that require a permit. The franchise fee agreement being presented will operate for ten years.

Item History:

Council asked questions related to the type of revenue/use, amount (approx. \$150k in 2023). This completed the first public reading with no questions from the public. We will proceed to the second public reading with this coming study session and ask council if they wish to take action on February 13th.

Recommended Action:

Discussion only, will be present for second reading and action at the next regular council meeting of February 13, 2024.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 24-0659

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A NONEXCLUSIVE FRANCHISE TO INSTALL, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN, ON, OVER, UPON, ALONG, AND ACROSS CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF EDGEWOOD, WASHINGTON, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS, AND CONDITIONS WITH RESPECT THERETO, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an initial franchise with Comcast of Puget Sound, Inc., now Comcast Cable Communications Management, LLC (“Comcast”) on February 22, 2011, under Ordinance 11-0355; and

WHEREAS, the City and Comcast entered into negotiations to execute a renewal franchise; and

WHEREAS, the City Council has the authority under the Federal Cable Act, RCW 35A.47.040, and Edgewood Municipal Code Chapter 12.06 to grant nonexclusive cable communications franchises for the use of its streets and other public properties; and

WHEREAS, based on representations and information provided by Comcast, the City Council has determined that the renewal grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Franchise Granted. The Edgewood City Council hereby grants to Comcast a renewal franchise in a form substantially the same as that attached hereto as Attachment A.

Section 2. Previous Franchise Repealed. The franchise granted to Comcast by the Edgewood City Council on February 22, 2011 under Ordinance No. 11-0355 is hereby repealed and terminated.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

ADOPTED THIS ____TH DAY OF _____, 2024.

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Published:

Effective Date:

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND
THE CITY OF EDGEWOOD, WASHINGTON**

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SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely discretionary. A list that follows the use of the word "including" is intended to illustrate examples, not be an exhaustive list, unless the context clearly indicates otherwise. The Grantor and Grantee may be collectively referred to as the "Parties."

1.1 "Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups, and individuals in the community, including the Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges, and universities.

b. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate" when used in connection with Grantee, means any Person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes the retransmission of local television Broadcast Channels, all EG SD Access Channels required in this Franchise, and any additional programming designated by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local non-commercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes, or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City” is the City of Edgewood, Washington, a body politic and corporate under the laws of the State of Washington.

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is

the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units, unless the additional facilities are clearly accessory.

1.21 “EMC” means the Edgewood Municipal Code.

1.22 “FCC” means the Federal Communications Commission.

1.23 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.24 “Finance Director” means the director of the Grantor’s Finance Department or designee.

1.25 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.

1.26 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.27 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.28 “Grantee” means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.29 “Grantor” means the City of Edgewood, Washington.

1.30 “Grantor Council” means the Edgewood City Council, or its successor, the governing body of the City of Edgewood Washington.

1.31 “Gross Revenues” means, and shall be construed broadly, to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles (“GAAP”). Gross Revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are

provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Franchise Area and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in relation to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast EffectTV or their successors associated with sales of advertising on the Cable System within the Franchise Area allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion that is subsequently collected, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;

- any taxes and/or fees on services furnished by Grantee imposed by an municipality, State, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Public, Educational and Governmental (hereinafter “EG”) Fees;
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services that includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State, or local law. The allocations shall be done for each bundled package separately, and updated and revised within sixty (60) days, each time an element within the package has its rate card changed, including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this subsection 1.31 in order to meet the standards required by governing accounting principles, as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”), and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee shall notify Grantor of any changes in allocation methodologies in its next quarterly franchise fee reports delivered to Grantor.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP, as promulgated and defined by the FASB, EITF, and/or the SEC. Notwithstanding the foregoing, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF, and/or the SEC.

1.32 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks that are part of the Cable System, and all other related equipment and facilities.

1.33 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.34 “Mayor” means the chief administrative officer of the City of Edgewood or designee.

1.35 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.36 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program, or per-event basis.

1.37 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding Persons residing in such Multiple Dwelling Units to the extent Cable Services are billed on a bulk-billing basis.

1.38 “Right(s)-of-Way” means land acquired or dedicated for public roads and streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, but does not include:

- (a) State highways where the Grantor does not have authority to grant permits related to Cable Systems;

- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;

- (c) Structures, including poles and conduits, located within the right-of-way;

- (d) Federally granted trust lands or forest board trust lands;

- (e) Lands owned or managed by the state parks and recreation commission; or

- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

“Right(s)-of-Way” also includes easements dedicated for compatible use and consistent with Section 621 of the Cable Act.

1.39 “State” means the State of Washington.

1.40 “Subscriber” means any Person who or which has entered into an agreement to receive Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who has not been disconnected for failure to adhere to Grantee's regular and non-discriminatory terms and conditions for receipt of service.

1.41 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.42 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way consistent with the requirements of 47 U.S.C. § 541(a)(2), within the Franchise Area to construct, operate, maintain, reconstruct, and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision, or condition herein is subject to the provisions of State law, federal law, and the generally applicable ordinances and regulations enacted by the Grantor Council pursuant thereto, portions of which may be codified in the EMC. To the extent there is any conflict between this Franchise and any provision of the Grantor’s Code as it exists on the Effective Date of this Franchise, the terms of this Franchise shall control. Subject to the Grantor’s right to exercise its police power under subsection 2.5, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) If allowed under Applicable Law, this Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions, for use of the Rights-of-Way should Grantee provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Grantee from making any other lawful uses of the Cable System as permitted by Applicable Law related to Grantee’s non-Cable Service operations.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting

and carrying on a business within the Franchise Area that may be required by the ordinances and laws of the Grantor;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits and Right-of-Way use permits; or

(3) Any generally applicable permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits, and agreements for placing devices on poles, in conduits, or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area. Provided, however, to the extent any utility poles located in the City of Edgewood are owned by the Grantor, Grantee's specific use of those poles shall be subject a separate pole attachment agreement.

(B) Grantee must follow Grantor's established non-discriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the Grantor or others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety, and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or that is installed without prior Grantor approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges, and authority granted hereunder shall take effect on , 2023 (the "Effective Date"), and shall terminate on , 2033,

unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest, or license for any purpose whatsoever, including the right of the Grantor to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as it may deem necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services within the Franchise Area. If the Grantor grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, following Grantee's request as described in subsection 2.6(B), so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) The modification process of this Franchise as provided for in subsection 2.6(A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or

conditions in the authorization granted in subsection 2.6(A) that are materially different from Grantee's obligations under this Franchise; (2) identifying the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; (3) identifying the Franchise terms and conditions for which Grantee is seeking amendments; and (4) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this subsection 2.6, should any entity, whose authorization to provide Cable Services or similar video programming service resulted in a triggering of the amendments under this Section, fail or cease to provide such services within the Franchise Area, the Grantor may provide ninety (90) days' written notice to Grantee of such fact, and the Grantor and Grantee shall enter into good faith negotiations to determine the original terms, conditions, and obligations of this Franchise shall be reinstated and fully effective.

(C) Upon receipt of Grantee's written notice as provided in subsection 2.6(B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a one hundred and eighty (180) day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) Notwithstanding anything contained in subsection 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise or similar agreement with the Grantor.

(E) In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the Franchise Area without a Cable Service franchise or other similar lawful authorization granted by the Grantor, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide the text of all proposed Franchise amendments to the Grantor, and (4) identify all material terms or conditions in the applicable state or federal authorization that are substantially more favorable or less burdensome to the competitive entity. The Grantor shall not unreasonably withhold consent to Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges, and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms, and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise,

and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due or such shorter period if required by Applicable Law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Reserved.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise for a period of time in accordance with state law (the "audit period"). Pursuant to subsection 1.31, as part of the Franchise Fee audit/review, the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for the Grantor's subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this subsection 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers), and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the actual cost of the audit/review, such cost not to exceed seven thousand five hundred dollars (\$7,500.00) for each year of the audit period.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the then current maximum rate set forth in RCW 19.52.020, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the then current maximum rate set forth in RCW 19.52.020, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect

an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor, by resolution of Grantor Council, to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days' prior written notice from the Grantor of such amendment, so long as all cable operators in the Franchise Area are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations regarding customer service standards and build out obligations shall not be offset against Franchise fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The Grantor likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders resulting from the FCC, Grantee shall provide the Grantor advance written notice and up to one hundred-twenty (120) days to make an election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. Grantor's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the Grantor.

3.12 Tax Liability

Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes, or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, signed by a

representative of Grantee under penalty of perjury under the laws of the State of Washington, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee, or any other manner authorized by Applicable Law.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, marital, military or economic status, physical or mental disability, or, where consistent with any requirement of federal or State law, geographic location within the Franchise Area. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and non-discriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of Applicable Law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Grantor to invoke any relevant remedy in accordance with subsection 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, or such other time as the Parties may agree, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the Parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Grantor Council for its approval. If so approved by the Grantor Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit, or otherwise affect the ability of the Grantee to impose other assessments, charges, fees, or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule, or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be non-discriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscriber.

4.10 Force Majeure

In the event either party is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control and beyond the foresight of such party, the delayed party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation. Those conditions that are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, pandemics and epidemics, and severe or unusual weather conditions, all of which have a direct and substantial impact on the party's ability to perform its commitments under this Franchise and were not caused and could not have been avoided by the party, who used its best efforts in its operations to avoid such results.

If a party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party claiming a force majeure condition has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend, and hold the Grantor, its officers, officials, boards, commissions, agents, and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be

obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct. The provisions of this section shall survive the expiration or termination of this Franchise.

(B) RCW 4.24.115. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Franchise.

(C) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs, or reasonable expenses assessed against, or payable by, the Grantor resulting from, Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by Grantor.

(D) Additional Circumstances. Grantee shall also indemnify, defend, and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way resulting from:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(E) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses, or other costs the Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(G) is required. In that event, the provisions of Paragraph 5.1(G) shall govern Grantee's responsibility for Grantor's attorneys' fees, expenses, or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(F) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(G) Separate Representation. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall select separate counsel that does not have such a conflict to represent Grantor. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts, or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket costs and expenses, such as consultants' fees and court costs, and shall also include the reasonable value of any services rendered by the Grantor's attorney or his/her assistants or any employees of the Grantor or its agents, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to the Grantor by Grantee.

(H) Inspection. Inspection or acceptance by the Grantor of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

(I) Damage to Grantee Facilities. Notwithstanding any other provisions of this subsection 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the Grantor, and agrees to release and waive any and all such claims against the Grantor except to the extent any such damage or destruction is caused by or arises from the negligence or criminal actions of the Grantor. In no event shall the Grantor be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the Grantor's acts or omissions.

(J) Survival. The indemnification, defense, and hold harmless obligations contained in this subsection 5.1 shall survive the expiration, abandonment, or termination of this Franchise.

(K) Prior Franchises. The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the Grantor against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.2 Insurance

(A) Grantee shall procure and maintain for the duration of the Franchise and as long as Grantee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way in the coverage amounts described below:

(1) Commercial General Liability insurance with limits of no less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by the current ISO CG 00 01 or its equivalent and include severability of interests with respect to each

additional insured. Such insurance shall cover liability arising from premises, operations, stop-gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using the current ISO endorsement CG 20 12 05 09, or substitute endorsement providing at least as broad coverage.

(2) Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000.00) per accident. The policy shall contain a severability of interests provision with respect to each additional insured. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Contractors Pollution Liability insurance written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(5) Excess or Umbrella Liability insurance shall be written with limits of not less than five million dollars (\$5,000,000.00) per occurrence and annual aggregate. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Such insurance shall name Grantor, its officers, officials, and employees as additional insureds.

(B) Endorsements.

(1) All commercial general, automobile, and umbrella excess liability policies required herein shall contain, or shall be endorsed so that:

(a) Grantor, its officers, officials, boards, commissions, and employees are to be covered as, and have the rights of, additional insureds with respect to liability for which the Grantee is responsible herein;

(b) Grantee's insurance coverage shall be primary insurance with respect to each additional insured. Any insurance or self-insurance maintained by the additional insured shall be in excess of the Grantee's insurance and shall not

contribute to it with respect to liability for which the Grantee is responsible hereunder; and

(c) Grantee's insurance shall provide for severability of interest with respect to each additional insured.

(C) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(D) Verification of Coverage. The Grantee shall furnish Grantor with certificates of insurance, evidencing the required endorsements, including but not limited to blanket additional insured status. The certificates are to be on standard forms or such forms as are consistent with standard industry practices.

(E) Adequacy of Limits and Coverage. It is agreed that these insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

(F) Grantor Full Availability of User Limits. If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this Agreement or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

(G) Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall require that the Grantor is an additional insured on the Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 26.

(H) Notice of Cancellation. Grantee shall provide the Grantor with advanced written notice of any policy cancellation within thirty (30) days prior to the date of cancellation.

(I) Failure to Maintain Insurance. Failure on the part of Grantee to maintain insurance as required under this Section 5.2 shall constitute a material breach of this Franchise, upon which, the Grantor may, after giving five (5) business days' notice to Grantee, terminate the Franchise, or at its discretion, to correct the breach, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Grantor on demand.

(J) Other Insurance Provision. Grantee's Commercial Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the

Grantor shall be excess of Grantee's insurance and shall not contribute with it.

(K) Grantee – Self-Insurance. If the Grantee is self-insured or becomes self-insured during the term of the Franchise, Grantee or its affiliated parent entity shall comply with the following:

- (1) provide the Grantor, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available;
- (2) Grantee or its parent company is responsible for all payments within the self-insured retention; and
- (3) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

(L) No Limitation of Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the Grantor's recourse to any remedy available at law or in equity.

5.3 Security

(A) Grantee shall provide a performance bond ("Performance Bond") in the amount of one hundred thousand dollars (\$100,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the Grantor Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and shall keep the same in full force and effect at all times. Except as expressly provided in Section 5.3, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

(B) If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars (\$25,000).

(C) If a letter of credit is furnished pursuant to Subsection 5.3(B), the letter of credit shall be then maintained at the same amount until the uncured breach is resolved.

(D) After the giving of notice by the Grantor to Grantee and expiration of any applicable cure period, the letter of credit or Performance Bond may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;

(3) Liquidated damages assessed against Grantee as provided in this Franchise.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within fifteen (15) business days following receipt of such notice, Grantee shall restore the Performance Bond or letter of credit to the amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the Grantor's recourse to any other remedy available at law or in equity.

(F) Grantee shall have the right to appeal to the Grantor's hearing examiner for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal as of the date of such decision.

(G) If any Performance Bond or letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Performance Bond or letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in this Section.

5.4 Bonds

Grantee, at its expense, shall further comply with all of the applicable bonding requirements provided for in the Grantor's Code or construction / development standards officially adopted by the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with customer service standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619, as amended, and any local standards adopted in accordance with applicable law. Grantee acknowledges the Grantor's ability to enact customer service standards that exceed those enacted by the FCC and the Grantor acknowledges Grantee's right to recover the costs associated with complying with such standards. The Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standards. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's telephone number on its Subscriber bills.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, or its authorized representative shall have access to, and the right to inspect, books and records of Grantee, its parent corporations and Affiliates that are reasonably necessary to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may, within ten (10) days of a request, require that the Grantor or its designee inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and are not made available in copies to the Grantor or its designee upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration, or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by the Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under RCW 42.56, the Public Records Act ("PRA"), to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under the PRA. As a public agency, records and information may be subject to a request submitted under the PRA. If the Grantor receives a request under the PRA to inspect or

copy the information so identified by Grantee and the Grantor determines that release of the information is required by the PRA or otherwise appropriate, Grantor will use its best efforts to promptly provide Grantee with notice of the request in accordance with RCW 42.56.540, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than ten (10) business days) within which Grantee may seek an injunction to prohibit the Grantor's disclosure of the requested record. If the Grantee fails to timely obtain a court order enjoining disclosure, the Grantor will release the requested information on the date specified. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify, and hold the Grantor harmless from any claim or judgment.

The Grantor has, and by this Section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the PRA. The Grantor shall not be liable to the Grantee for releasing records. The Grantor shall not be liable to the Grantee for any records that the Grantor releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall make available to the upon thirty (30) days prior written request and subject to Applicable Law:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations, or Affiliates that relate to the operation of the Cable System in the Franchise Area;

(3) Number of current subscribers by Tier;

(4) A log of Cable Services added or dropped, Channel changes, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates, and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within ninety (90) days of the Grantor's written request, Grantee shall submit to the

Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

- (A) A Gross Revenue statement,
- (B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);
- (C) The number of homes passed, beginning and ending plant miles, and any technological changes occurring in the Cable System;
- (D) A statement of planned construction, if any, for the next year; and,
- (E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within sixty (60) days of a written request, Grantee shall submit to the Grantor copies of all regular reports maintained in the ordinary course of business submitted by Grantee or its parent corporation(s), to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System for the previous twelve (12) months, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints, and shall provide such information to Grantor within sixty (60) days of a written request.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Washington news, weather, and information;

- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture, and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather, and information; and,
- (J) Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor. In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming that is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming that is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

It shall be the right of all Subscribers to continue to receive Cable Service from Grantee

insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

8.7 New Technology

(A) If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test or trial is suited to the size and demographics of the Grantor, Grantee shall be allowed by the Grantor to conduct the trial or beta test in the Grantor so long as such a test is technically feasible.

(B) If there is a new technology that in the Grantor's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the Grantor, investigate the feasibility of implementing said technology and report to the Grantor the results of such investigation within ninety (90) days from the date of such request.

8.8 Complimentary Cable Service

The Grantor acknowledges that Grantee currently provides certain complimentary video services to schools, libraries, and municipal buildings, without charge. Grantee will continue to provide this complimentary service, provided that the facilities are already served or are within 125 aerial service feet or 60 underground trench feet (a Standard Installation) of Grantee's Cable System, excluding those buildings or portions of buildings that house or occupy prison/jail populations but that these services are not mandated. Grantee agrees to voluntarily continue, until it elects to discontinue, the provision of complimentary services. At such time as Grantee elects to discontinue the provision of complimentary services, Grantee agrees that it will do so only after providing Grantor with at least one hundred eighty (180) days' prior written notice. Such notice shall document the proposed offset or service charges so that the Grantor can make an informed decision as to whether to keep the services. Upon written notice from Grantee, the Grantor shall be given the full one hundred eighty (180) days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by Grantee in the event Grantee elects to discontinue the provision of complimentary service as set forth herein. In the event applicable law is overturned in whole or in part by action of the FCC or through judicial review, the Grantor and Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies.

SECTION 9. ACCESS

Grantor agrees that the Educational and Governmental Access programming provided on Grantee's Cable System as part of the Pierce County regional lineup adequately meets the needs of the community. Grantee agrees to continue to carry Pierce County Television (PCTV) in high definition (HD) and standard definition (SD) throughout the term of this Franchise, provided that it remains available.

However, Grantor reserves the right to establish its own Access Channel. Should Grantor wish to do so, it will notify Grantee of its intent to do so and shall give Grantee thirty (30) days' notice. At that time, Grantor and Grantee shall enter into negotiations for appropriate revisions to this franchise to accommodate the provision of a Grantor operated Access Channel.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions, and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Joint Trenching/Boring

Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

10.3 General Standard & Scheduling

(A) All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables. Grantee must comply with all federal, State, and local safety requirements, rules, regulations, standards, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) All construction shall be subject to the Grantor's permitting process.

(C) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(D) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(E) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(F) Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the Grantor with a construction schedule for work in the Rights-of-Way as required by the Grantor's permitting regulations. Further, Grantee shall meet with the Grantor and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the Grantor, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.

(G) Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including but not limited to, the removal of bundles of unused cables.

10.4 Permits Required for Construction

Prior to doing any work in the Right-of-Way, Grantee shall apply for, and obtain, all appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.5 Emergency Permits

In the event that emergency repairs are necessary, Grantee may immediately initiate such emergency repairs, and shall notify Grantor prior, provided such emergency contact information has been provided. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.6 Compliance with Applicable Codes

(A) Construction Codes. Grantee shall comply with all applicable industry, State and Grantor construction codes and standards, as currently enacted, or as may be amended or adopted in the future.

(B) Safety Codes. Grantee shall comply with all federal, State, and Grantor safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by Applicable Law during construction, operation, and repair of its Cable System. By way of

illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

10.7 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.8 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

10.9 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.10 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations, and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to defend, indemnify, and hold the Grantor harmless against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by or assessed against the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

This subsection shall survive the termination or expiration of this Franchise.

10.11 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in Ch. 19.122 RCW, as amended.

Within forty-eight (48) hours after any Grantor employee, contractor, franchisee, licensee, or permittee notifies Grantee of a proposed Right-of-Way excavation or the need for a design locate, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation or design;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation or design; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation or design.

10.12 Notice to Private Property Owners

Grantee shall give reasonable notice to private property owners of work on or adjacent to private property, consistent with the requirements of the permit authorizing such work.

10.13 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations, or rules of Grantor or applicable State or federal law, or Grantor project, Grantee's Cable System shall be placed underground at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles wherever possible but in no case shall Grantee be permitted to install any of its own poles in the Franchise area.

(D) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of Grantor or any other Person.

10.14 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.15 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.16 Repair and Restoration

(A) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(B) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the Grantor.

(C) Private Property. Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

(D) The Grantor Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way and public places after restoration.

10.17 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this

Franchise.

10.18 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee shall remove the facility. Grantee shall complete such removal in accordance with a schedule set by the Grantor. Until such time as Grantee removes the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

10.19 Movement of Cable System Facilities For Grantor Purposes

(A) The Grantor shall have the right to require Grantee to, at the Grantor's request, locate (which may include potholing) and survey Grantee's facilities and equipment, relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this subsection 10.19 shall be borne by Grantee. Such work shall be performed at Grantee's expense.

(B) Except when a shorter time is necessitated due to an emergency, Grantee shall, within sixty (60) days' written notice by the Grantor, or such longer period as the Grantor may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of the Grantor. To provide guidance on this notice process, the Grantor will make reasonable efforts to involve Grantee in the predesign and design phases of any public project. Upon notice both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). Following notice by the Grantor, if other users of the Right-of-Way relocate aerial facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor will work collaboratively with Grantee to

identify available alternate locations within the Rights-of-Way for Grantee to relocate its facilities at Grantee's cost.

(C) If Grantee fails to complete this work within the time prescribed above and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the Grantor. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the Grantor, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the Grantor of costs for construction delays related to an alleged failure to act in accordance with this subsection 10.19.

10.20 Movement of Cable System Facilities for Other Entities

If any removal, replacement, modification, or disconnection of the Cable System is required to accommodate the construction, operation, or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least sixty (60) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.21 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the Permittee, and Grantee may require a reasonable deposit of the estimated payment in advance. The cost of such temporary change may be charged by the Grantee to the Permittee, and Grantee may require the estimated payment in advance. Such payment is an exchange between the Grantee and the Permittee, and the Grantor will not be the administrator of these transactions.

10.22 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained, or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee's Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the Grantor or public utility, Grantee shall be solely responsible for the costs associated with relocation, in accordance with State law.

10.23 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way that interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulation of the Grantor regarding tree trimming except in emergencies. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.24 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer, and repair the unsafe condition if Grantee fails to do so, and to charge Grantee for its costs.

10.25 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall be liable for all costs incurred by the Grantor and associated with Grantee's violation and the Grantor's issuance of the stop work order. Grantee reserves the right to challenge any Grantor determination of Grantee's obligations under this Section.

10.26 Removal of Facilities from Poles

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by Grantor for attachment of Grantee's facilities, and Grantor subsequently abandons the pole, for example

by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within ninety (90) days of notification from Grantor. If Grantee requires additional time to accomplish the removal and/or relocation, Grantee shall notify the Grantor in writing of the reasons for the additional time and its anticipated schedule, which in no case shall be longer than 180 days.

10.27 Work of Contractors and Subcontractors

Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations, and requirements. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

11.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards, other federal or state requirements, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) implementation will be accomplished in compliance with the Washington State EAS Plan and be in compliance with Homeland Security requirements or applications. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC) standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Franchise Area for a period of at least one (1) year, and individual Subscriber complaints from the Franchise Area for a period of at least three (3) years, and make such information available to the Grantor at Grantee’s office upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.6 Additional Tests

Where there exists other evidence that in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze, and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem that precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis that may be required.

11.7 No Income Discrimination

Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.8 System Review

The Grantor may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests.

The parties recognize that, as of the Effective Date, the Grantor is not permitted to require the provision of specific Video Programming pursuant to this subsection.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. The seven (7) day requirement shall be extended if necessary to comply with any underground construction permitting requirements. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement;

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop or sixty (60) foot underground drop connecting to an inside wall for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Grantor; and

(3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU bulk Subscribers, and other lawful exceptions to uniform pricing.

(B) Service to Multiple Dwelling Units. The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all Applicable laws.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may:

(1) Withdraw an amount from the letter of credit as monetary damages imposed under subsection 13.8;

(2) If a material violation, recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Grantor, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one (1) year's written notice to Grantor of the termination date, and upon that date, all rights, duties, and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a Force Majeure occurrence, or when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the Cable System;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee

and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Any proceeding under the paragraph above shall be conducted by the Grantor Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the Parties. The Grantor Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Grantor Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or, if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Grantor Council determines are reasonable under the circumstances. If the Grantor determines that the Franchise is to be revoked, the Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantor or Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Grantor Council may, at its sole discretion, take any lawful action that it deems appropriate to enforce Grantor's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale

of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4 below; or

(3) Upon written request of Grantee, permit the Franchise term to continue pursuant to subsection 14.1(C), or commence the transfer provisions of subsection 14.2(C).

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Grantor at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures, and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition or better as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

(C) If Grantee fails to complete any removal required by subsection 13.3(B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Grantor shall have the option to purchase the Cable System in accordance with Sect. 627 of the Cable Act.

13.5 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after

their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision, and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under Applicable Law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Grantor may assess against Grantee monetary damages of (i) up to five hundred dollars (\$500.00) per day for any general construction delays, (ii) up to two hundred fifty dollars (\$250.00) for failure to provide EG Channels, or (iii) up to three hundred dollars (\$300.00) per day for any other material breaches. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Grantor in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by Grantor by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may: operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses, and damages incurred.

13.10 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.9 if:

The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for three (3) consecutive days, unless in the case of Force Majeure event or if the Grantor authorizes a longer interruption of service.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement, and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all

obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation; nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Grantor Council, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by Applicable Law.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data, including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an entity controlling, controlled by, or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court, legislative body or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: Franchise Director

With a copy to:
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204
Attention: Franchising Department

The Grantor's address shall be:

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372
Attn: Mayor

with a copy to:

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372
Attn: City Clerk & City Attorney

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

16.5 Binding Effect

This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 No Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Pierce County Superior Court, Washington, or in the United States District Court for the Western District of Washington in Seattle.

16.11 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

16.12 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the Grantor, this Franchise shall be executed by Grantee by filing with the Grantor Clerk. In addition to filing the executed Franchise, Grantee shall furnish the additional insured endorsements and certificates of insurance

required pursuant to Section 5. The failure of Grantee to file the executed Franchise shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the Grantor.

16.13 Termination of Prior Franchise Grantee and the Grantor agree that this Franchise replaces and supersedes Ordinance No. 11-0355 (the “Prior Franchise”) with respect to Grantee; provided, however, that the grant of this Franchise shall have no effect on Grantee’s obligations to indemnify or insure the Grantor against acts and omissions occurring during the period(s) that the Prior Franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees consistent with Washington State statute of limitations that were due and owed under a Prior Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the _____ of _____, Washington this ____ day of _____, 2023.

ATTEST:

CITY OF EDGEWOOD, WASHINGTON:

Rachel Pitzel

City Clerk

Daryl Eiding, Mayor

APPROVED AS TO FORM:

Ann Marie Soto, Edgewood City Attorney

Accepted and approved this _____ day of _____, 2023.

ATTEST:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Public Notary

Name/Title: _____