

# PRELIMINARY REPORT

## PREPARED FOR THE HEARING EXAMINER BY REAL PROPERTY SERVICES

For the Hearing to be Held  
Thursday, May 12, 2016 at 1:30 PM

**PETITIONER: NORTH AMERICAN ASSET MANAGEMENT, LLC    FILE NO. 124.1358**

### **A.    SUMMARY OF REQUEST:**

Real Property Services has received a petition to vacate that portion of Fawcett Avenue lying between South 21<sup>st</sup> and South 23<sup>rd</sup> Streets, to facilitate construction of a large commercial mixed use development. The area is shown on the attached map, Exhibit 2.

### **B.    GENERAL INFORMATION:**

#### **1.    Legal Description of Vacation:**

That portion of the Southwest quarter of the Southwest quarter of Section 04 and the Northwest quarter of the Northwest quarter of Section 09, both in Township 20 North, Range 03 East, W.M. and more particularly described as follows:

That portion of Fawcett Avenue lying southerly of the South right of way margin of South 21<sup>st</sup> Street and northerly of the westerly extended South line of the Replat of Spinning's Addition and Block 2109 of the Amending Map of Smith and Denton's Addition Tacoma, Washington as recorded in Volume 10 of Plats at Page 111, records of Pierce County Auditor.

Situate in the City of Tacoma, County of Pierce, State of Washington

#### **2.    Notification:**

9.22.060 NOTICE OF PUBLIC HEARING The Public Works Department shall cause a 30-day notice to be given of the pendency of the petition by written notice posted in three of the most public places in the City, a like notice in a conspicuous place on the street or alley sought to be vacated, a like notice in a newspaper of general circulation in the City, and a like notice to the legal property owners of all property abutting the right of way requested for vacation as enumerated on the applicant's vacation petition, and to any other interested parties of record. In addition to posting notices of the hearing, the Public Works Department shall mail a copy of the notice to all owners and occupants of the property which lies within 300 feet of the street or alley to be vacated. The said notice shall contain

the statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

In all cases where the proceeding is initiated by the City Council without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, notice shall be sent as provided above. Failure to send notice by mail to any such property owner where the current address for such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation.

### **C. PUBLIC NOTICE:**

Real Property Services in conjunction with the City of Tacoma Clerk's office issued the following public notice:

The Public Hearing Notice was posted April 12, 2016:

1. Placed yellow public notice sign at the southwest corner of the intersection of South 21<sup>st</sup> and Fawcett.
2. Place yellow public notice sign at the northeast corner of the intersection of South 23<sup>rd</sup> and Fawcett.
3. Public notice memo placed into the glass display case located on the second floor of the Municipal Building.
4. Public notice memo placed into the glass display case located on the first floor of the Municipal building abutting the Finance Department.
5. Public notice memo advertised on the City of Tacoma web site at address:  
<http://www.cityoftacoma.org/page.aspx?nid=596>
6. Public Notice advertised in the Daily Index newspaper.
7. Public Notice mailed to all parties of record within the 300 feet of vacation request.
8. Public Notice advertised on Municipal Television Channel 12.

### **D. PURPOSE OF REQUEST:**

The Petitioner intends to incorporate the vacated lands together with the adjoining real property acquisition pursuant to the Development Agreement with the City of Tacoma to construct a large commercial mixed use development. The future development is referred to as Tacoma Town Center.

### **E. HISTORY:**

The City of Tacoma acquired the alley right of way proposed to be vacated within the Replat of Spinning's Addition and Block 2109 Amendatory Map of Smith and Denton's Addition Tacoma, Washington filed for record on July 26, 1915; and Cavender's 2<sup>nd</sup> Addition to Tacoma W.T., filed for record on April 11, 1887, records of Pierce County Auditor.

**F. PHYSICAL LAND CHARACTERISTICS:**

Fawcett Avenue is a level 80 foot wide fully constructed right of way with sidewalk, curb and gutter. As of 2006 the asphalt condition assessment rating was 56. Since that time, the surface treatment has degraded a bit more due to time and lack of general maintenance. This street is classified as a residential street.

**G. APPLICABLE SECTIONS OF THE OFFICIAL CODE OF THE CITY OF TACOMA:**

**9.22.010 PETITION TO VACATE AUTHORIZED:** The owners of an interest in any real estate abutting on any street or alley who may desire to vacate any street or alley, or any part thereof, shall petition to the City Council to make vacation in the manner hereafter provided in this chapter and pursuant to RCW 35.79 or the City Council may itself initiate by Resolution such vacation procedure. The City Council shall require the petitioners to compensate the City in an amount which equals one-half of the appraisal value of the area vacated; provided that if the street or alley has been a public right of way for 25 years or more, the City shall be compensated in an amount equal to the full appraised value of the area vacated; provided that when the vacation is initiated by the City or the City Council deems it to be in the best interest of the City, all or any portion of such compensation may be waived. Except as provided below, one-half of the revenue received hereunder shall be devoted to the acquisition, improvement, and maintenance of public open space land and one-half may be devoted to transportation projects and the management and maintenance of other City owned lands and unimproved rights-of-way.

In the case of vacations of rights-of-way in the tide flats area, defined as easterly of the Thea Foss Waterway (inclusive of the Murray Morgan Bridge), northerly of State Route 509 and westerly of Marine View Drive, the total revenue received hereunder shall be devoted to transportation projects in the tide flats area.

**9.22.040 PUBLIC'S RIGHT TO TRAVEL – UTILITIES:** Vacation of any portion of a street that is designated as an arterial under Section 11.05.490 of the Municipal Code shall be of a minor nature only and shall not unreasonably limit the public's right to travel upon said street or interfere with the ancillary right to occupy said street for utility purposes.

**CRITERIA:** Section 9.22.070 of the Official Code of the City of Tacoma. The following criteria have been considered:

1. That the vacation will provide a public benefit and/or will be for a public purpose.
2. That the right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole.
3. That the public need shall not be adversely affected.
4. That the right-of-way is not contemplated or needed for future public use.

5. That no abutting owner becomes landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient.
6. That vacation of right-of-way shall not be in violation of RCW 35.79.035

**Regarding the above Criteria, Real Property Services finds the following:**

1. The vacation is a public benefit because:
  - a. It will facilitate the City's plans for future economic development project for the area. This property is classified as a Tier 1 property, pursuant to the City's General Government Surplus Property Policy.
  - b. Once the property is developed and is no longer in City ownership or control, it will return it to the Pierce County tax rolls. Property will be conveyed to developer via Quit Claim Deed through the surplus property sale process once the terms of the Development Agreement have been satisfied. City will require the dedication of additional right of way 17' in width within South 23<sup>rd</sup> Street, lying between Tacoma Avenue and Fawcett. This dedication will allow for the future reconstruction of South 23<sup>rd</sup> Street to meet the minimum design standard of 52 feet of right of way.
  - c. Create employment opportunities both temporary and permanent as the project is constructed out.
  - d. Increased tax benefits: property taxes, B&O taxes, sales taxes.
2. City of Tacoma Traffic Engineering / PDS - long range planning has been consulted regarding this petition and does not object to the vacation as long as conditions are put in place to satisfy non-motorized uses within the corridor, except for emergency first response vehicles.
3. The proposed street vacation will not adversely affect future need for Fawcett right of way as long as non-motorized uses and retained easements are reserved for existing public infrastructure and emergency ingress.
4. The proposed vacate area is contemplated or needed for future public use as a non-motorized connection and protection of existing infrastructure. The developer shall work closely with City staff to ensure this connection is protected.
5. No abutting owner will become landlocked nor will their access be substantially impaired. Alternate access is available surrounding the site.
6. The vacate area is not close to a body of water as contemplated under RCW 35.79.035, and not applicable to this action.

**H. ADDITIONAL INFORMATION:**

The area to be vacated has not been assessed for sanitary sewers and is subject to a Connection Charge In-Lieu-of-Assessment per T.M.C. 12.08.350. Should the petitioner wish to clear this item from title, please contact Sue Simpson of the Public Works Department, Real Property



Services, at 591-5529 for the assessment amount. Please note that the ordinance establishing the rate of assessment is updated every few years, and the amount quoted may increase in the future. When the petitioner has submitted a development plan, an in lieu of amount will be computed.

## **I. PROJECT RECOMMENDATIONS:**

As part of the City's review process for street vacation petitions, notice of this application was mailed to various City departments as well as many outside quasi-governmental agencies. These agencies, as noted below, have provided comments and recommended conditions to the Real Property Services Division. These comments, where appropriate, have been incorporated in the "Recommended Conditions of Approval" section of this preliminary report.

Preliminary Report – Exhibit 1  
Aerial Maps (3) – Exhibit 2  
BCRA – Conceptual Drawings – Exhibit 3

### Recommended Conditions:

- 1) RPS/Payment of Fees – No Exhibit Necessary
- 2) City Utility Easement:
  - a. Retain center 40' of vacation area for public use
  - b. Tacoma Water – Exhibit 4
  - c. ES/Site Development – Exhibit 5
  - d. Tacoma Fire Department – Exhibit 6
  - e. PDS/long range planning – Exhibit 7
- 3) Puget Sound Energy – Exhibit 8
- 4) Qwest Communications – Exhibit 9
- 5) Comcast Communications – Exhibit 10

### Advisory Comments

RPS/In-Lieu – In-Lieu Assessment fee - Exhibit 11  
PW/Traffic Engineering – Exhibit 12  
Pierce Transit – Exhibit 13  
Tacoma Power – Exhibit 14  
Environmental Services – Exhibit 15

Solid Waste Management – No Objection – Exhibit 16

## **J. RECOMMENDED CONDITIONS OF APPROVAL:**

Should this street vacation request be approved, the Real Property Services Division recommends that the following conditions be made conditions of approval for this street vacation petition.

1. PAYMENT OF FEES

The petitioner shall compensate the City in an amount equal to the full appraised value of the area vacated. One-half of the revenue received shall be devoted to the acquisition, improvement and maintenance of public open space land and one-half may be devoted to transportation projects and /or management and maintenance of other City owned lands and unimproved rights-of-way. *TMC 9.22.010*

2. CITY EASEMENT RESERVATIONS:

Reservation of an easement over the center 40 feet of the vacation area for the City of Tacoma for the protection, maintenance, repair, construction, and replacement of existing and future above ground and underground utilities along with establishment of non-motorized access easement and emergency access easement. (Exhibits 4 - 7)

3. PUGET SOUND ENERGY (PSE)

- a. Please contact Marilyn Danby at (253) 476-6451 regarding PSE's comments.
- b. PSE has an existing 2 inch STW IP main located within the proposed vacate area. PSE will need to obtain an easement to cover this existing line.

4. QWEST COMMUNICATIONS

- a. Please contact Christopher Omdahl at (425) 218-3978 regarding Qwest Communication's comments.
- b. Qwest indicates that facilities are in the area and their rights must be protected by means of an easement or relocation of their facilities at the developer's expense.

5. COMCAST COMMUNICATIONS

- a. Please contact Aaron Cantrell at (253) 864-4281 regarding Comcast's comments.
- b. Comcast advises it has aerial system crossing Fawcett Avenue East to West at South 21<sup>st</sup> St. Any relocation would be the responsibility of the developer.

**K. ADVISORY COMMENTS:**

6. RPS/IN-LIEU

- a. Please contact Sue Simpson at (253) 591-5529 regarding RPS's comments.
- b. RPS has no objection; however, an in-lieu of assessment of \$1,466.66 is due at this time or at time of development. If the petitioner chooses to wait, the amount due may increase.

7. PW/TRAFFIC ENGINEERING

- a. Please contact Josh Diekmann at (253) 591-5756 regarding Traffic's comments.
- b. The Transportation Master Plan delineates this vacation request area as a bicycle priority corridor. The City constructed improvements along Fawcett in 2014

making this segment a central component of a 13.1 mile corridor from south to north ends of the City.

- c. Retaining the 40 foot easement would reduce the current right of way to half of current width. This proposal presumes non-motorized connectivity can be maintained in this smaller easement width. This would require de-emphasizing motorized travel to ensure the remaining area could safely and efficiently accommodate non-motorized traffic. The easement should reserve all existing rights for construction of public facilities, and should provide the City approval authority for anything to be located within the air rights of this retained corridor.
- d. All design concepts within the corridor shall at a minimum adhere to the NACTO Urban Street Design Guide and be in conformance of the goals sought within the Comprehensive Plan.

#### 8. PIERCE TRANSIT

- a. Please contact Tina Vaslet at (253) 983-2706 regarding Pierce Transit's comments
- b. Pierce Transit advises they have bus stops in the area. Should there be a project in the future that would impact these bus stops, to work with Pierce Transit to determine alternate locations.

#### 9. TACOMA POWER

- a. Please contact Greg Muller at (253) 502-8256 regarding Tacoma Power comments.
- b. Advisory Comment: Tacoma Power has infrastructure in the former alleys lying on either side of Fawcett Avenue. From the plans, it appears they want to redevelop these areas. If an agreement is not reached to relocate the infrastructure, they would request that the easements reserved in the 2002 vacation ordinance be reaffirmed at the time of property sale.

#### 10. ENVIRONMENTAL SERVICES- SCIENCE & ENGINEERING

- a. Please contact Rod Rossi at (253) 502-2127 regarding ESSE comments.
- b. Advisory comment: ESSE provides possible relocation options for the rerouting of Waste water infrastructure. Also, advises the Surface water main located within the vacation request needs to be relocated, privatized or abandoned in place.

#### 11. NO OBJECTION

No objection or additional comment was received from ES/Solid Waste Management.

ATTACHMENT: Vacation Jacket containing all pertinent maps and papers.



# Exhibit 2



**NORTH AMERICAN ASSET MANAGEMENT**

**STREET VACATION NO. 124.1358**

**FAWCETT AVENUE BETWEEN SOUTH 21<sup>ST</sup> AND SOUTH 23<sup>RD</sup> STREET**

**NW 1/4 SEC. 09, T22N, R3E**

**NOT TO SCALE**





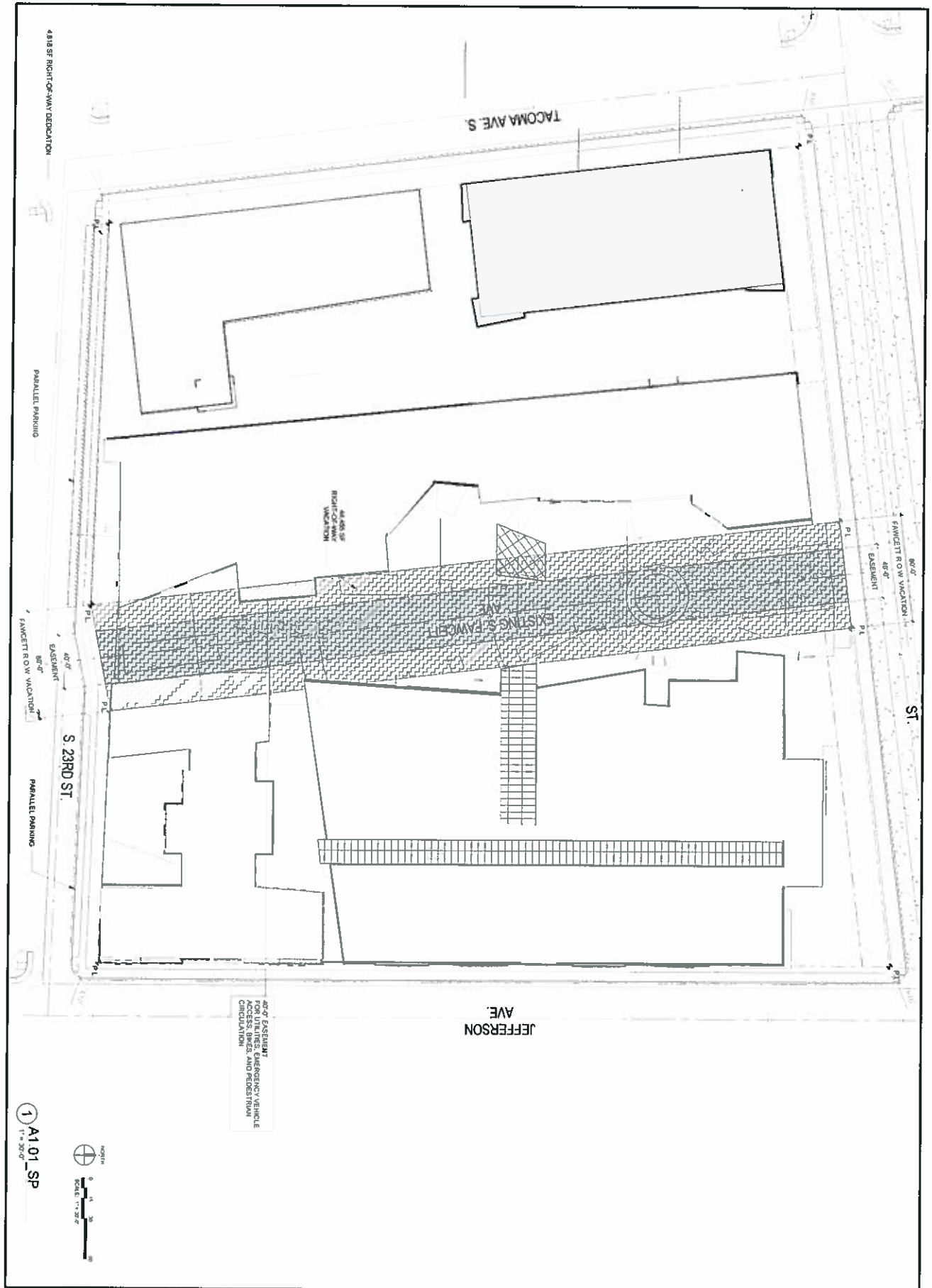
**NORTH AMERICAN ASSET MANAGENT**

**STREET VACATION NO. 124.1358**

**FAWCETT AVENUE BETWEEN SOUTH 21<sup>ST</sup> AND SOUTH 23<sup>RD</sup> STREET**

**NW 1/4 SEC. 09, T22N, R3E**

**NOT TO SCALE**



4818 SF RIGHT-OF-WAY DEDICATION

PARALLEL PARKING

EASEMENT  
40'-0"  
FACETT ROW VACATION  
80'-0"

PARALLEL PARKING

1 A1.01\_SP  
1" = 30'-0"



30'-0" EASEMENT  
FOR UTILITY  
ACCESS, BIKES, AND PEDESTRIAN  
CIRCULATION

PROJECT  
PROJECT DESCRIPTION  
**TACOMA TOWN CENTER**  
21 ST AND JEFFERSON  
TACOMA, WA

NO.	DATE	DESCRIPTION

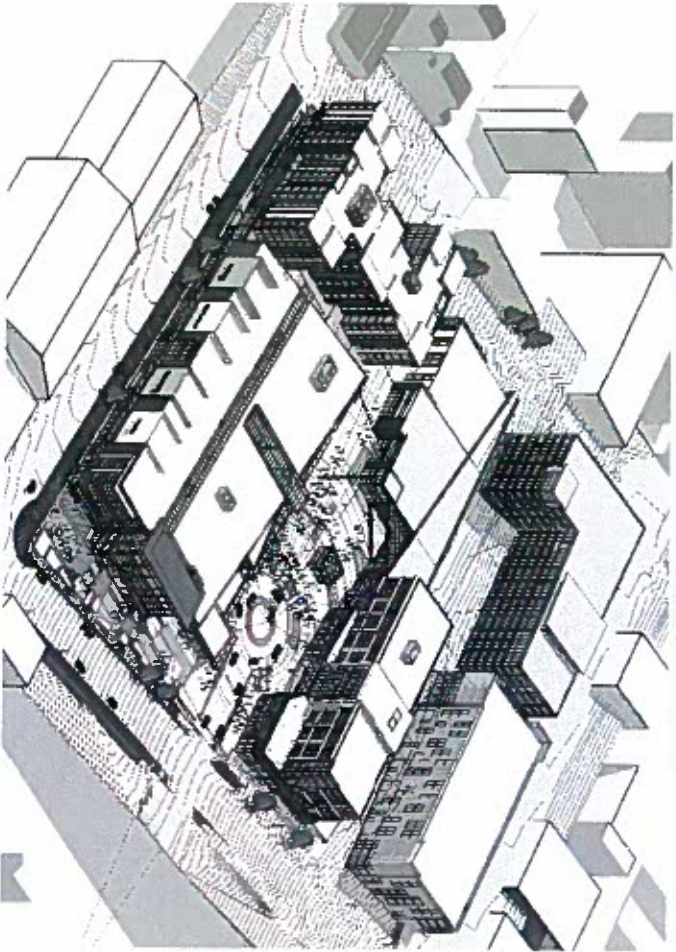
**A1.01**  
SHEET NO.

**BCRA**

**BCRA**

1" = 30'-0" PROJECT USE ONLY. NOT FOR CONSTRUCTION. DATE: 04/23/2014 BY: 1002





CONCEPTUAL DESIGN PROGRESS PACKAGE  
APRIL 20, 2016

**TACOMA TOWN CENTER**  
SOUTH JEFFERSON AVE & SOUTH 21ST ST  
DOWNTOWN TACOMA

**OWNER:**

Mr. Luo  
206.489.8687  
bs13333@163.com

**ARCHITECT:**

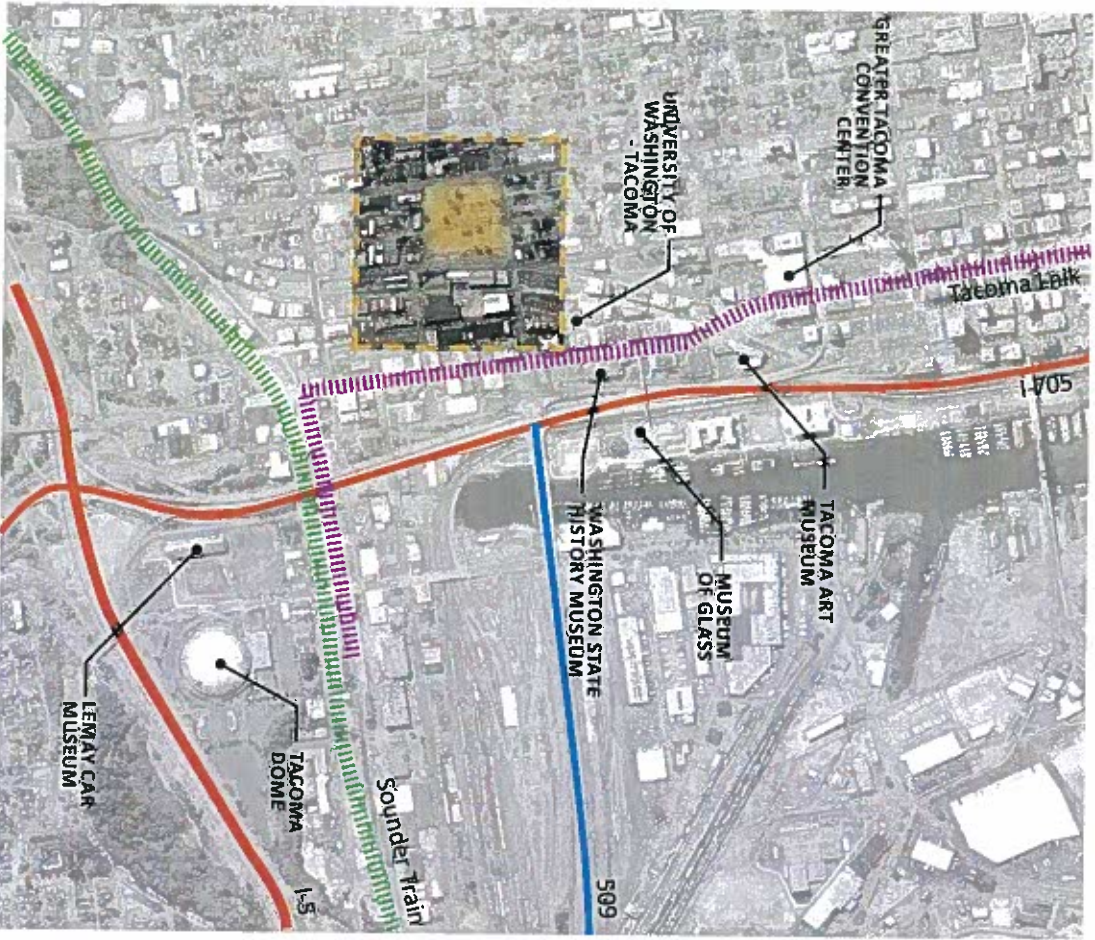
BCRA // Stuart Young, PIC  
2106 Pacific Avenue, Suite 300  
Tacoma, WA 98402  
253-627-4367  
SYoung@bcradesign.com





# Vicinity Map

PROJECT OVERVIEW



VICINITY MAP

NOT TO SCALE



VICINITY DETAIL



NOT TO SCALE





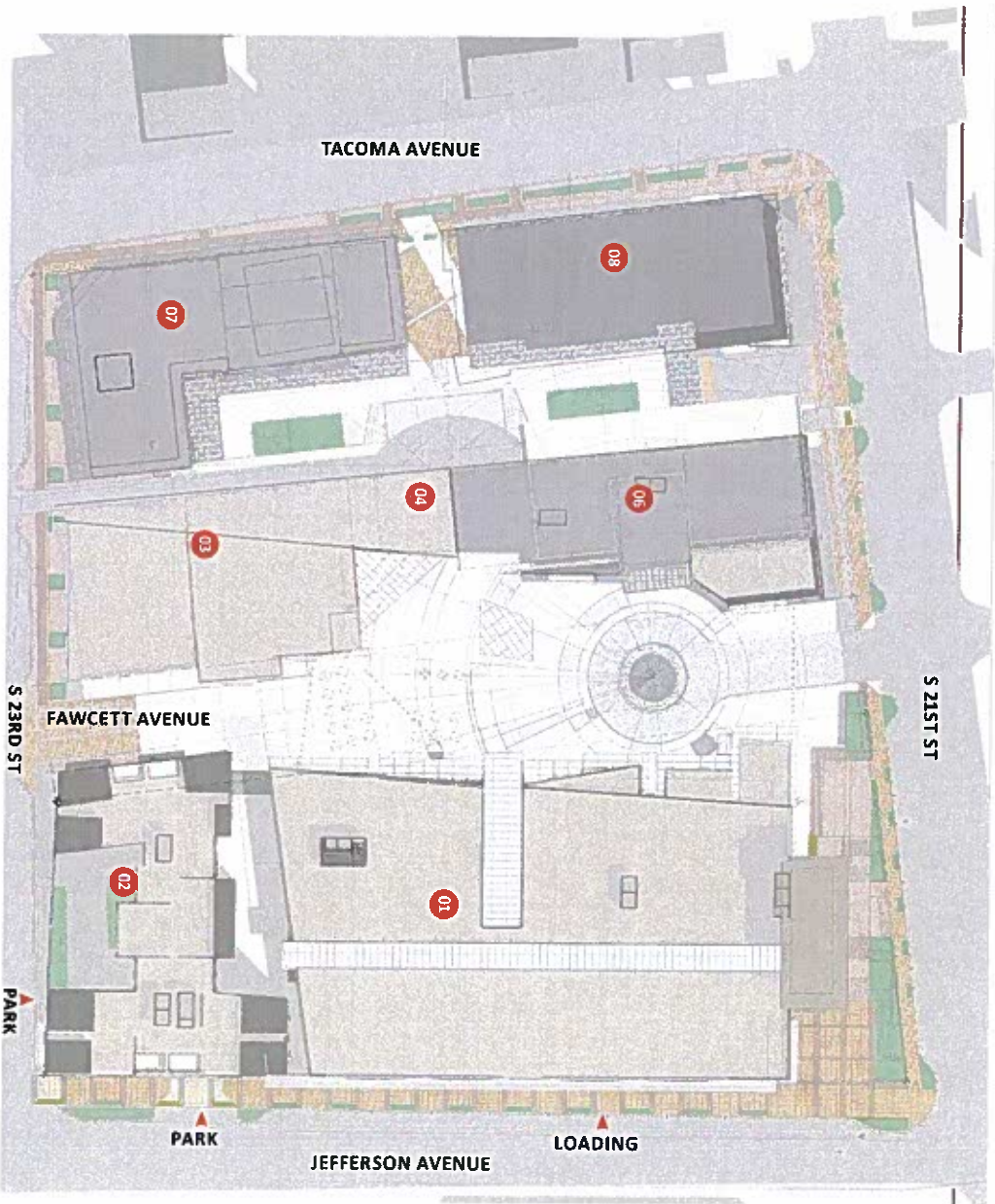


# Conceptual Site Plan

## DESIGN

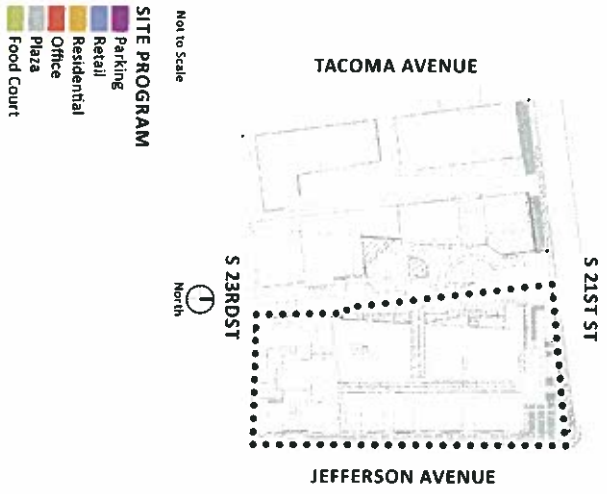
### LEGEND

- 01 PHASE I: Retail Building
- 02 PHASE I: Student Housing Tower
- 03 PHASE I: Retail Building
- 04 PHASE I: Retail Building
- 06 PHASE I: Residential Tower - Market Rate
- 07 PHASE II: Residential Tower - Market Rate
- 08 PHASE II: Office Tower



# Phase I - Town Center - Retail Level 1 and Level 1M DESIGN

KEY PLAN:



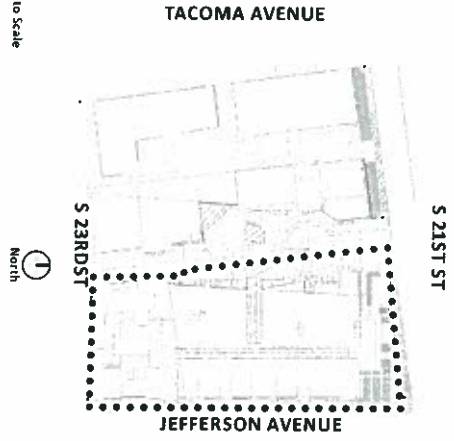
ALL AREAS ARE APPROXIMATE





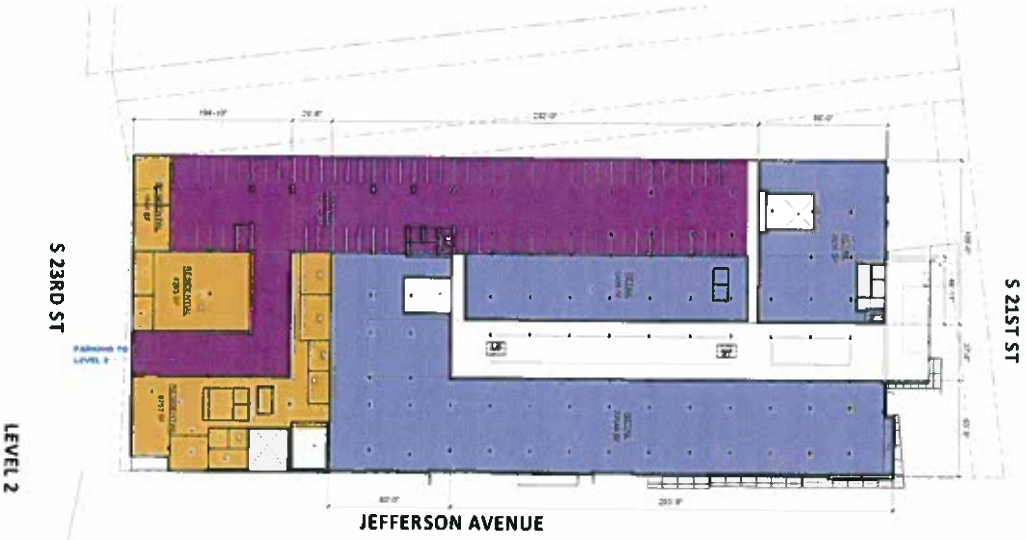
# Phase I - Town Center - Retail Level 2 and Level 2M

KEY PLAN:



- SITE PROGRAM**
- Parking
  - Retail
  - Residential
  - Office
  - Plaza
  - Food Court

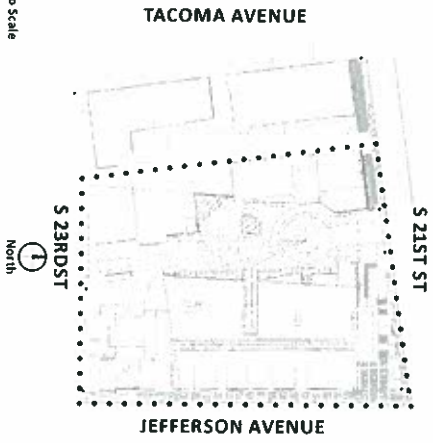
ALL AREAS ARE APPROXIMATE





# Phase I - Town Center- Retail level 3 DESIGN

KEY PLAN:

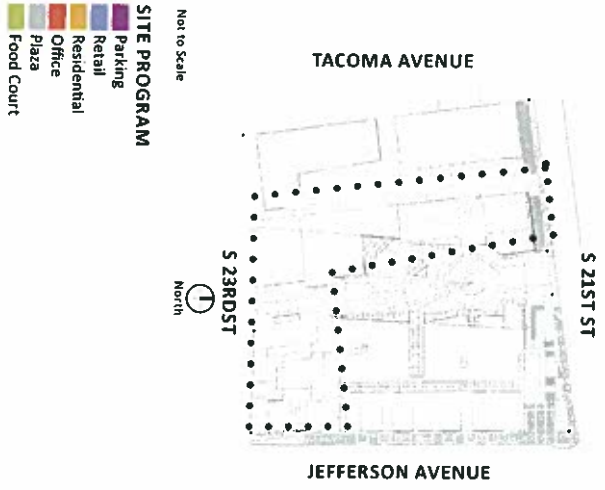


- Not to Scale
- SITE PROGRAM**
- Parking
  - Retail
  - Residential
  - Office
  - Plaza
  - Food Court

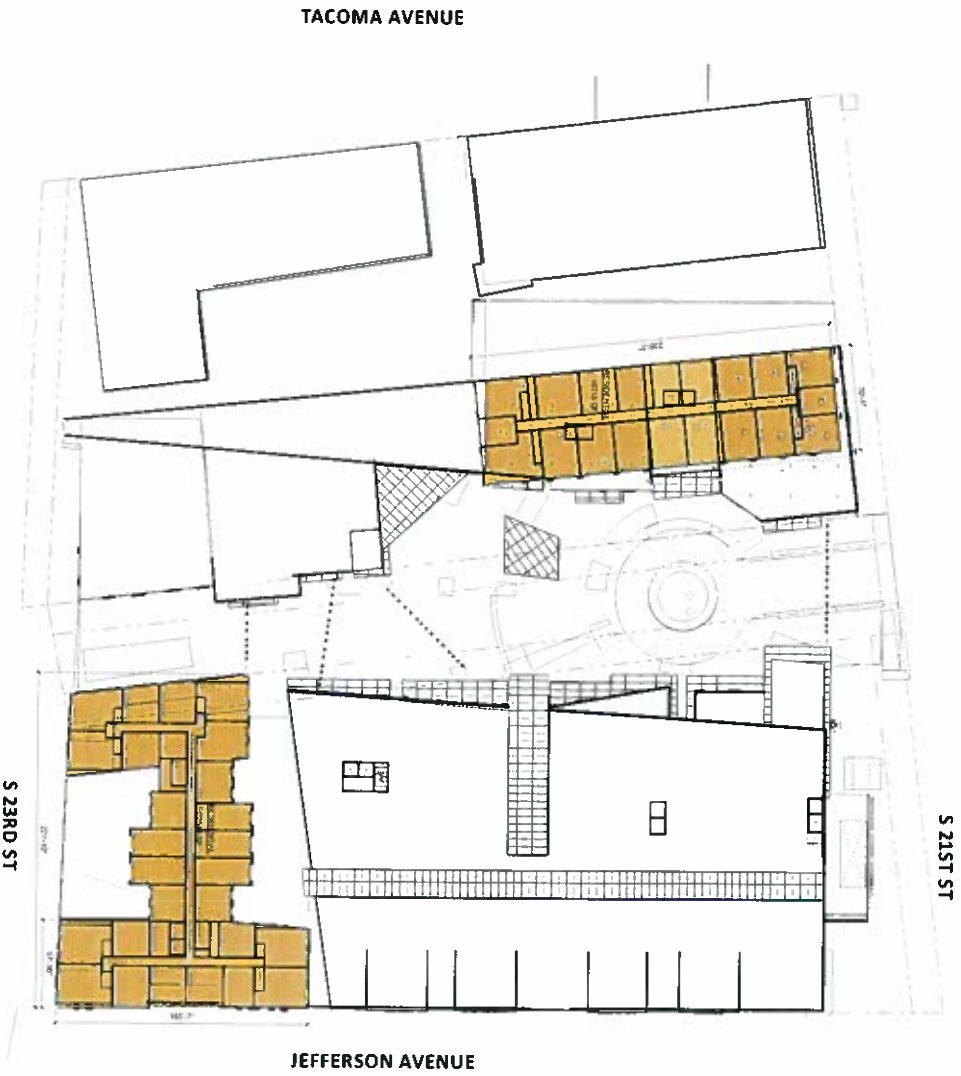


# Phase I - Town Center-Residential level 4

KEY PLAN:



ALL AREAS ARE APPROXIMATE





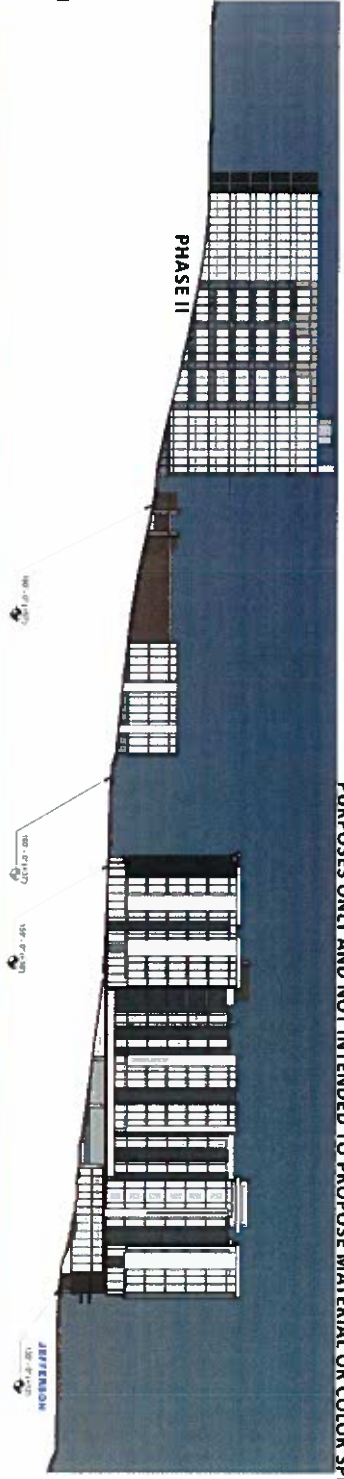
# Site Elevations

DESIGN

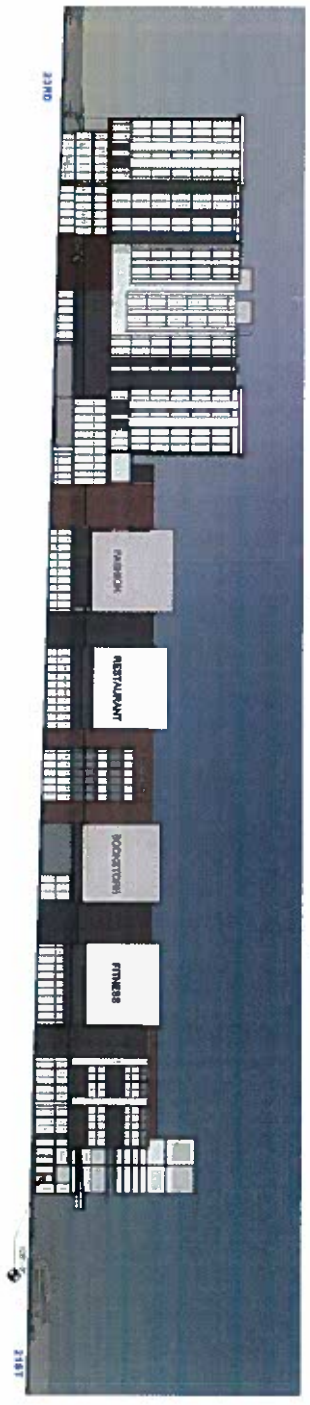
\*COLORS AND SHADING PATTERNS SHOWN ON THESE DRAWINGS ARE FOR ILLUSTRATION PURPOSES ONLY AND NOT INTENDED TO PROPOSE MATERIAL OR COLOR SPECIFICATIONS

BCRA ■

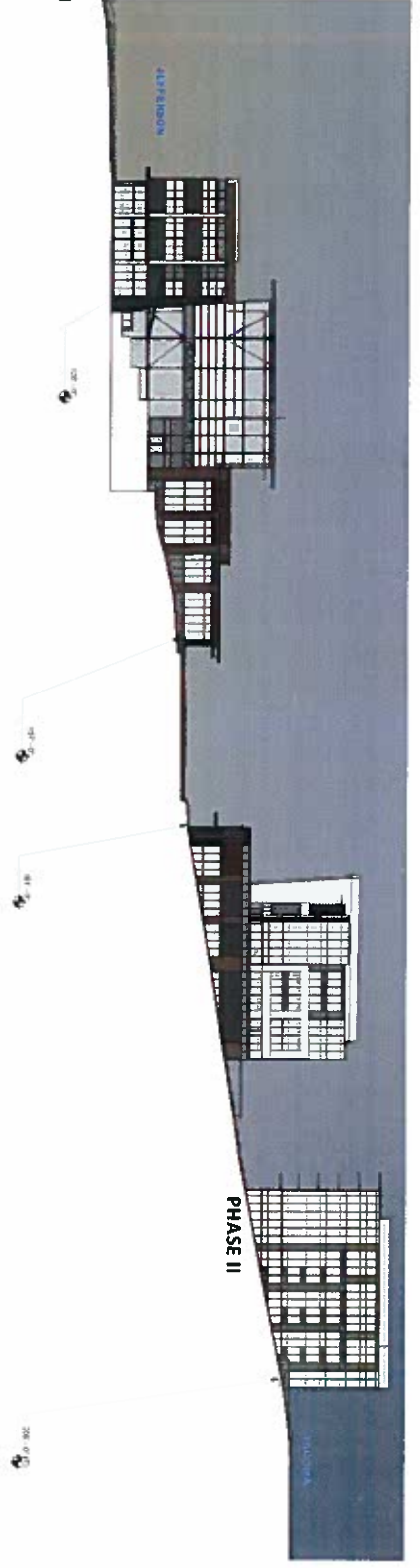
**SOUTH ELEVATION**  
23RD STREET



**EAST ELEVATION**  
S JEFFERSON AVE



**NORTH ELEVATION**  
21ST ST





# Project Gateway DESIGN

BCRA ■

\*COLORS AND SHADING PATTERNS SHOWN ON THESE DRAWINGS ARE FOR ILLUSTRATION PURPOSES ONLY AND NOT INTENDED TO PROPOSE MATERIAL OR COLOR SPECIFICATIONS



ILLUSTRATIVE RENDERING



# Project Gateway DESIGN

\*COLORS AND SHADING PATTERNS SHOWN ON THESE DRAWINGS ARE FOR ILLUSTRATION PURPOSES ONLY AND NOT INTENDED TO PROPOSE MATERIAL OR COLOR SPECIFICATIONS



ILLUSTRATIVE RENDERING



# Project Bird's Eye View

DESIGN

\*COLORS AND SHADING PATTERNS SHOWN ON THESE DRAWINGS ARE FOR ILLUSTRATION PURPOSES ONLY AND NOT INTENDED TO PROPOSE MATERIAL OR COLOR SPECIFICATIONS



ILLUSTRATIVE RENDERING

# Program Elements ANALYSIS

## TACOMA TOWN CENTER

All numbers are approximate and subject to change.

RESIDENTIAL									
Phase	Building	Area Per Floor	Approx. Floors	Gross Area	Efficiency Deduction	Average Unit Area	Units		
I	2	21,700	6	130,200	117,180	650	156		
II	7	23,660	5	118,300	100,555	700	189		
I	6	21,000	5	105,000	89,250	700	150		
				353,500	300,475		475		

RETAIL									
Phase	Building	Level	Area Per Floor	Floors	Gross Area				
I	1	1	30,000	1	30,000				
I	1	2	47,100	1	47,100				
I	1	3	62,000	1	62,000				
I	2	1	4,400	1	4,400				
I	2	3	12,200	1	12,200				
I	3	3	16,600	1	16,600				
I	4	3	22,700	1	22,700				
					195,000				

OFFICE									
Phase	Building	Area Per Floor	Floors	Gross Area					
II	8	22,500	4	90,000					

PROJECT SUMMARY									
Gross Building Area (PHASE I & II)				829,589					
Residential Units				475					

Parking Structure - PHASE I & 2					
Level	Parking Stalls	Gross Area			
1	138	48,400			
1M	98	34,100			
2	71	28,900			
2M	82	28,600			
6	88	27,289			
7	80	23,800			
		557	191,089		

**Price, Richard**

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**From:** Angel, Jesse  
**Sent:** Wednesday, April 20, 2016 6:16 AM  
**To:** Price, Richard  
**Cc:** Vaughan, Stuart; Fletcher, Gloria  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Rich,

I've reviewed the proposed street vacation and have the following comments:

Tacoma Water has an existing 20" water main, fire hydrant, and several water services that are located in the proposed vacation that must remain in service and accessible at all times.

A 20-foot water main easement shall be reserved over the entire length of the water main, fire hydrant, service laterals and meters and within the proposed street vacation. The petitioners Professional Land Surveyor shall prepare and submit the legal description of the easement to Tacoma Water for review and processing. It states that they're proposing to give a 40' easement down the middle of the ROW, but this will likely not cover the water meters and will need to be extended to provide coverage.

If existing water facilities need to be relocated or adjusted due to street improvements for this proposal they will be relocated by Tacoma Water at the owners' expense.

Thanks,

Jesse Angel - Utility Service Specialist

**Tacoma Water**

3628 S. 35th St.

Tacoma, WA 98409-3192

253-502-8280 OFFICE

253-380-2614 CELL

253-502-8694 FAX

[Tacoma Water Website](#)

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**From:** Price, Richard  
**Sent:** Tuesday, April 19, 2016 4:37 PM  
**To:** Adams, Monica (Pierce Transit); Angel, Jesse; Barnes, Maureen; Bateman, Joy; Bishop, Dori; Boudet, Brian; Cantrel, Aaron; Chris Mantle; Coffman, James; Coyne, Richard; Danby, Marilyn; Dykas, Veronica; Erickson, Ryan; Ferrell, Phil; Fletcher, Gloria; Harrison, Dylan; Howatson, James; Jeff Lawrey; Rusler, Jeffrey; Kammerzell, Jennifer; Kingsolver, Kurtis; Larson, Tracy; Luchini, Melissa; Martinson, John; Reynolds, Tanara ; Simpson, Sue; Smith, Anne; Trohimovich, Merita  
**Subject:** Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

To Agency Reviewer,

Please review the attached memo and map exhibits for the proposed Street Vacation Petition 124.1358, as requested by North American Asset Management, LLC, and provide comments for your respective utility/agency **on or before April 29, 2016.**

Please email me with any questions you may have.



**TO: ALL CONCERNED AGENCIES & DEPARTMENTS**

**FROM: RICHARD PRICE  
PUBLIC WORKS /REAL PROPERTY SERVICES**

**SUBJECT: STREET VACATION REQUEST NO. 124.1358**

**DATE: April 18, 2016**

North American Asset Management is petitioning to vacate that portion of Fawcett Avenue lying between South 21<sup>st</sup> and South 23<sup>rd</sup> Streets, as shown on the vicinity maps attached to this email.

Real Property Services previously solicited for Agency Comments on October 21, 2015, under a City initiated vacation action, referenced as the same vacation file number. This petition has been updated to reflect the current developer. Please update any comments previously submitted. It is our understanding the developer intends to submit the preliminary plan sets into the City on April 22, 2016 for review.

As discussed in our last development team meeting, the developer intends to request for the entire portion of Fawcett between South 21<sup>st</sup> and South 23<sup>rd</sup> Street and grant the City an easement over the center 40.0 feet. Please be sure to comment if an easement is satisfactory to protect your interests or if the City needs to retain the center 40.0 feet as right of way.

As part of this request the City will require a street dedication of 17.0 feet lying on the northerly side of South 23<sup>rd</sup> Street lying between Fawcett Ave. and Tacoma Avenue.

In order to be considered, your comments must be received by **Real Property Services, TMB, Room 737, by April 29, 2016**. If your comments are not received by that date, it will be understood that the office you represent has no interest in this matter.

Attachment(s)

- AT&T Broadband
- Pierce Transit
- Puget Sound Energy
- Qwest Communications
- Fire Department
- Police Department
- TPU/Power/T&D
- TPU/Water/LID
- PW/Director (3)
- PW/BLUS (2)

RESPONSE

\_\_\_\_\_ No Objections

\_\_\_\_\_ Comments Attached

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

PW/Site Development  
PW/Engineering  
PW/Engineering/LID  
PW/Engineering/Traffic  
PW/Environmental Services  
PW/Solid Waste  
PW/Street & Grounds  
Tacoma Economic Development  
Click! Network

\_\_\_\_\_ Department

All public utilities shall be in the public easement. Any relocation of public utilities shall be at the developer's expense and meet Tacoma standards

**Price, Richard**

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**From:** Seaman, Chris  
**Sent:** Friday, April 22, 2016 9:38 AM  
**To:** Price, Richard  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Rich,

TFD has no objections to the vacation provided the easement shown on the preliminary plans is recorded to include emergency vehicle access. The easement area will not be permitted to be used in a manner inconsistent with a fire apparatus access road and shall be constructed and maintained in accordance with the adopted Fire Code. Any gates or barricades installed that limit access to the apparatus access road will require approval from the Tacoma Fire Department prior to their installation.

Regards,  
**CHRIS SEAMAN, P.E.**  
Senior Engineer  
Tacoma Fire Department | Prevention Division  
901 Fawcett Avenue | Tacoma, WA 98402  
253.591.5503 | [cseaman@cityoftacoma.org](mailto:cseaman@cityoftacoma.org)



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**From:** Erickson, Ryan  
**Sent:** Tuesday, April 19, 2016 4:45 PM  
**To:** Price, Richard  
**Cc:** Seaman, Chris  
**Subject:** Re: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Rich-

Didn't we already respond to this request?

Ryan Erickson, P.E.  
Tacoma Fire Department  
Fire Code Official  
Sent from my iPhone

On Apr 19, 2016, at 4:37 PM, Price, Richard <[RPRICE@ci.tacoma.wa.us](mailto:RPRICE@ci.tacoma.wa.us)> wrote:

To Agency Reviewer,

Please review the attached memo and map exhibits for the proposed Street Vacation Petition 124.1358, as requested by North American Asset Management, LLC, and provide comments for your respective utility/agency on or before April 29, 2016.

Please email me with any questions you may have.



**Price, Richard**

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**From:** Barnett, Elliott  
**Sent:** Tuesday, May 03, 2016 11:43 AM  
**To:** Price, Richard  
**Cc:** Boudet, Brian; Diekmann, Joshua  
**Subject:** Updated Comments - RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16  
**Attachments:** Comp Plan excerpts.docx

Rich, Please use these comments instead of the ones I did last time.

**Elliott Barnett, Planner**

City of Tacoma PDS  
(253) 591-5389

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**From:** Barnett, Elliott  
**Sent:** Monday, May 02, 2016 2:01 PM  
**To:** Price, Richard  
**Cc:** Boudet, Brian; Diekmann, Joshua  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Rich, thank you for the opportunity to comment.

In reviewing this proposal for PDS Long Range Planning, I concur that this vacation request or one similar to it could potentially be granted, with adequate conditions in place to protect the public good, and with provisions to ensure that the future design and construction of the corridor will fully meet the intent of the City's adopted policies, code requirements and City standards. I concur with the comments that Josh Diekmann provided below and add the following additional comments.

Public rights-of-way serve multiple purposes and are one of the City's most important assets in ensuring that the public good is served through development. In granting the vacation of public right-of-way, particularly Downtown, the City has a responsibility to ensure these public purposes will be adequately met, and furthermore that the public will be better served by granting the vacation request than by retaining the right-of-way.

In this case, promoting economic development is a worthwhile public purpose, but must not come at the cost of losing public assets or functionality that will be increasingly important as Downtown continues to grow. The City's development regulations provide one mechanism to condition the future full development proposal. However, this vacation action must in no way limit the City's ability to ensure that development meets the public purposes and requirements. Special review will be required to ensure this, due to the importance of this catalyst site to the Downtown Tacoma growth vision, and also because standard development regulations often rely on the presence of street frontage as their trigger.

- **Bicycle network:** This segment of the S Fawcett Avenue right-of-way is part of a bicycle route delineated in several places in the Comprehensive Plan, including the South Downtown Subarea Plan, the Downtown Element and the Transportation Master Plan (see policy excerpts). As Josh indicated, the current proposal does not show bicycle or pedestrian through travel facilities. The City must condition this vacation request to ensure that the corridor's active transportation purpose is served. Given the narrowed space available, this design will not be standard. Therefore it should be reviewed by the City and the appropriate citizen commissions and conditioned as needed to meet its purpose. Additional easement width may be necessary for this purpose.

- **Street network:** The South Downtown Subarea Plan and EIS plans for very significant growth in Downtown Tacoma. When streets are closed to vehicular traffic, it raises the question whether the street network's capacity to handle growth is degraded, or whether traffic impacts will be pushed onto other corridors. If the Traffic Division determines that one or two-way vehicular traffic must be retained between S 21<sup>st</sup> and S 23<sup>rd</sup> Streets, this would be supported based on the growth targets. Transit providers should be consulted whether the vacation might impact on their ability to serve the area. Through development conditions, this project should improve S. 21<sup>st</sup>, S 23<sup>rd</sup>, Jefferson and Tacoma Ave to City standards. This should also include the Fawcett Avenue crossings connecting north and south of the site. The S. 23<sup>rd</sup> Street corridor adjacent to the site is called out as an important pedestrian connection between South Downtown and the Hilltop (McCarver School in particular). It should be designed accordingly.
- **Pedestrian connectivity and orientation:** Development Downtown must provide ample, safe and comfortable public pedestrian access and connectivity within the site and with abutting streets. If an alternate pedestrian facility design is used, such as the one depicted in the submittal, the City will need to conduct a close review to ensure that pedestrian spaces, street crossings, and internal connections fully meet City requirements and the intent to emphasize pedestrians called for in the City's policies. Building design too must be pedestrian-oriented. Parking facilities should be designed consistently with the South Downtown Subarea Plan guidance.
- **Public-oriented design:** The design and specific design choices must clearly convey that the public is welcome within the site. The development should not "turn its back" on the surrounding area, but must improve and enhance the external streets as well as the internal corridor. Impacts such as vehicular access, garbage collection should not be pushed to the perimeter of the site in a manner that unduly burdens the abutting streetscapes. Streetscape and building design should be oriented onto the surrounding streets as well as onto the internal corridor. Entry points into the Fawcett Avenue corridor must clearly welcome the public. The Fawcett Avenue approaches must be designed to function and to visually cue the public that they are part of the abutting public network. Wayfinding signage should be include to emphasize this connectivity.
- **Open space and green:** Streets function as public space as well as transportation facilities. The design should provide gathering spaces and pedestrian features. Many city design requirements orient to the public street frontage. This vacation should be conditioned to orient onto the internal corridor in that same manner, not treat it as a private space. Trees and landscaping needs to be incorporated into the design.
- **Maintenance:** Since the design is not City standard, the improvements within the public easement area should be constructed and maintained by the project proponents rather than the City. This would clear up any confusion regarding responsibilities as well as avoid burdens to the City resulting from maintaining a non-standard design.

Special review process: Given the complexity of the design issues raised, we recommend that this vacation request be conditioned with some level of special review. I propose that the Planning Director be given the authority to conduct a special review and apply conditions to meet the intent.

I've included several pertinent excerpts. However, multiple City policies are applicable and must be considered. Please let me know any questions.

**Elliott Barnett, Planner**

City of Tacoma PDS  
(253) 591-5389

---

**From:** Price, Richard

**Sent:** Monday, May 02, 2016 11:40 AM

**To:** Barnett, Elliott

**Subject:** FW: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

## Excerpts of pertinent policies from the Comprehensive Plan

NOTE: This is not an exhaustive policy review . Instead, this sampling is some of the most obviously pertinent policies to this site. Additional pertinent City policy guidance will be found in the following Comprehensive Plan chapters and elements, among others:

- One Tacoma Comprehensive Plan—Transportation Master Plan
- One Tacoma Comprehensive Plan—Urban Form Element
- One Tacoma Comprehensive Plan—Design and Development Element
- One Tacoma Comprehensive Plan—Downtown Element
- South Downtown Subarea Plan



## South Downtown Subarea Plan:

# 08

## OPEN SPACE

As South Downtown gains population and employment, exemplary open space will be a critical ingredient for achieving the goal of a vibrant, walkable, mixed-used community. A diverse network of equitably-accessible, high-quality open spaces and active recreation opportunities will be essential for preserving livability and health as density increases. In addition, urban parks and public open spaces add value to surrounding properties, and can thus serve as powerful economic development catalysts.

Planning for future open space should not only be tailored to provide a sufficient amount of diverse, accessible, usable open spaces, but also to leverage the network of open spaces by enhancing the connectivity among them. Creating legible, efficient, non-motorized connections and trails linking open spaces would not only improve accessibility and usability, but would also help to knit together the Subarea and integrate it with surrounding neighborhoods. In particular, the waterfront along the Foss Waterway is a unique and valuable public amenity that should be easily accessible, welcoming, and usable for residents, workers, visitors, and water-oriented businesses.

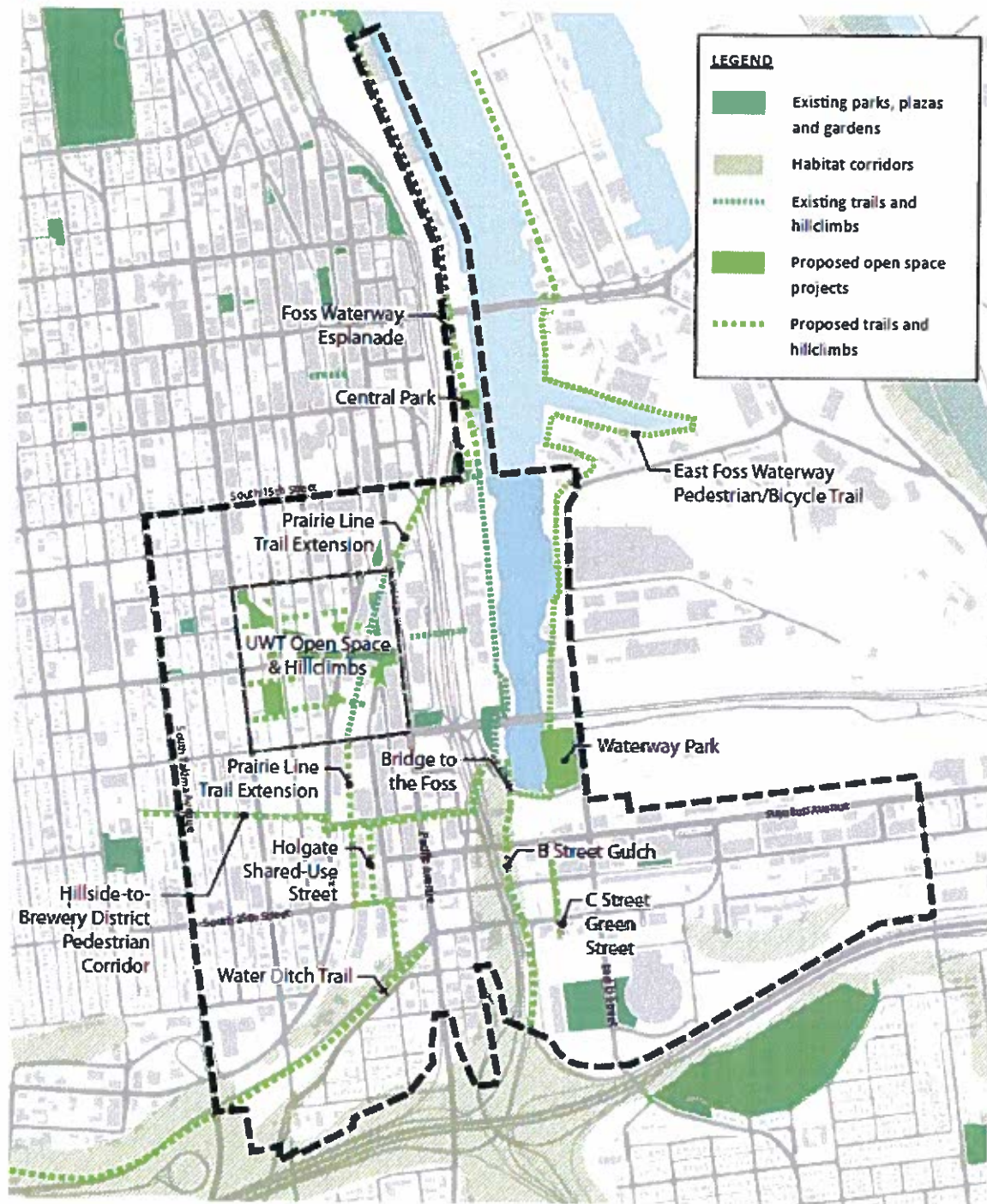
The development of new open spaces in South Downtown presents the opportunity to incorporate green infrastructure such as rain gardens, swales, permeable pavement, and rainwater capture into the design of streetscapes. These natural drainage strategies help to reduce toxic runoff to local water bodies while decreasing capacity demand on the City's stormwater system. Natural drainage features can also be designed to enhance the aesthetic quality and educational value of open spaces. Enhancing surface water quality is particularly important in the Subarea

given the significant public investment that has been expended for the cleanup of the Foss Waterway.

The overall goals for open space in South Downtown are captured by the following policies from the South Downtown Policy Framework (see Chapter 3) that are part of the overarching strategy to "enhance and connect the public realm:"

- *Policy 3.1:* Provide ample open space for projected future growth
- *Policy 3.2:* Build a legible system of public walkways, trail corridors, and active street linkages that connect South Downtown's neighborhoods, waterfronts and key destinations
- *Policy 3.4:* Apply natural drainage strategies to enhance both the livability and the sustainability of open spaces and to reduce capacity demand on the City's stormwater system

FIG. 8-3 SOUTH DOWNTOWN OPEN SPACES (PROPOSED)



<b>3.5. Hillside to Brewery District Pedestrian Corridor</b>				
<i>Improve pedestrian connectivity between the two neighborhoods</i>				
<b>Priority</b>	<b>Status</b>	<b>Lead</b>	<b>Funding</b>	<b>Discussion</b>
Medium – it is an important component of the future open space network	Proposed as a concept in the Subarea Plan process	City of Tacoma	City of Tacoma	Though they are not far apart, steep topography creates a significant barrier to pedestrian flow between the Brewery District and the Hillside neighborhood to the west. An established pedestrian route fitted with pedestrian amenities would help knit together the two neighborhoods. One possible alignment would be along 23rd Avenue, which is a narrow, slightly angled street west of Jefferson Avenue. This alignment would allow the possibility of integration with redevelopment on the vacant City-owned properties, and the corridor could extend across Pacific to connect with a pedestrian bridge across the railroad tracks to the Foss Waterway.
<b>3.6. Expansion of the 15th Street Bridge to Dock Street</b>				
<i>Widen the bridge by 20 feet as part of the purchase agreement with BNSF Railroad for the Prairie Line property</i>				
<b>Priority</b>	<b>Status</b>	<b>Lead</b>	<b>Funding</b>	<b>Discussion</b>
High – critical open space connector between South Downtown and the Foss Waterway	Negotiations between the City and BNSF in final stages	City of Tacoma	City of Tacoma; \$1.5 million budget	This project would improve an important open space connection.



# 09

## MOBILITY

One of the City’s primary goals for the South Downtown Subarea is a balanced set of transportation choices for residents, businesses, and visitors. Because the City’s transportation system is currently biased toward the single-occupant vehicle (SOV), the focus of this Plan is to help enhance alternative, active transportation modes, including walking, cycling, and transit.

The Plan’s Vision Statement outlines the motivations for pursuing the above goal:

- Providing convenient, practical alternatives to personal vehicles enhances social equity and health while reducing environmental impacts—greenhouse gas emissions in particular.
- A safe, comfortable, and engaging pedestrian experience is perhaps the most essential ingredient of a vibrant, mixed-use center.
- Legible, efficient connections between districts, to transit, and to surrounding neighborhoods via all modes will knit together the Subarea and integrate it with the City.

These transportation goals are also supported by an abundance of programs and policy at the federal, State, regional, and local levels, including:

- Federal Partnership for Sustainable Communities
- Washington State Growth Management Act
- Washington State Policy on Greenhouse Gas Emissions
- Puget Sound Regional Council’s VISION 2040 and Transportation 2040
- Pierce County Countywide Planning Policies

- *City of Tacoma Comprehensive Plan*
- *City of Tacoma Mobility Master Plan*
- *City of Tacoma Climate Action Plan*
- *University of Washington Tacoma Campus Master Plan (2003 and 2008 Update)*

Further details on the above programs and policies can be found in Chapter 1 of this Plan. In particular, the 2010 City of Tacoma *Mobility Master Plan* presents a wide range of specific recommendations that are aligned with the transportation goals of South Downtown. The primary goals of the *Mobility Master Plan* are to:

- Develop a active transportation network that reduces auto travel and increases the number of active transportation users of all ages and abilities.
- Complete a safe and comfortable bicycling system that connects all parts of the city (north to south/ east to west) and accommodates all types of cyclists by 2025.
- Complete an accessible network of pedestrian-supportive infrastructure, including sidewalks, curb ramps, accessible pedestrian signals, and shared-use paths, in high-priority pedestrian areas.

- Increase the active transportation mode split to 5% by 2015 and continue gains thereafter.
- Increase transit use by enhancing pedestrian access and bicycle support facilities through the development of bikeways and walkways that serve transit hubs.

Tacoma's "Complete Streets" guiding principle is another key City policy that supports the transportation goals of South Downtown. In November of 2009, the Tacoma City Council adopted the policy, formalizing the goal that "every street built will be 'complete' in terms of safety and comfortably accommodating all users and fostering a sense of place in the public realm." Complete Streets is a nationally-recognized term referring to streets and sidewalks that are designed, operated, and maintained to enable safe and convenient access and travel for all users – pedestrians, bicyclists, transit riders, and people of all ages and abilities, as well as freight and motor vehicle drivers. In the Transportation Element of the *Tacoma Comprehensive Plan*, Policy #T-MS-12 states:

*Apply the Complete Streets guiding principle, where appropriate, in the planning and design for new construction, reconstruction and major transportation improvement projects to appropriately accommodate all users, moving by car, truck, transit, bicycle, wheelchair, or foot to move along and across streets.*

In Summer 2013 the City initiated a process to update the Comprehensive Plan Transportation Element, with an anticipated completion date of Fall 2014. The citywide update will be designed to support the transportation goals and policies of the Subarea Plan, and will be grounded in the growth assumptions and proposed land use changes in the Plan. The overall objective of the update is to provide a cohesive, efficient, and effective multimodal transportation system that meets the needs and goals of the community. Specific tasks include Transportation Model and Level-of-Service updates, transit scenario planning, corridor analysis, and a roadway update. To provide guidance for this work, the City established a Transportation Commission in August 2013.

## EXISTING CONDITIONS

South Downtown possesses multiple assets that can be leveraged to help achieve a more balanced transportation system. South Downtown's key transportation facilities are mapped in Figure 9-2, and a summary of each mode is given below. Additional details on the Subarea's transportation infrastructure can be found in the Transportation Element of the *South Downtown Environmental Impact Statement*.

### Pedestrian Facilities

Most streets in the Subarea have sidewalks, though their quality varies widely. Many sidewalks are narrow – typically only five feet wide – and lack pedestrian amenities such as planting buffers, benches, and street trees. Recent sidewalk upgrades have been made in numerous locations throughout the Subarea:

- South 25th Street, Pacific Avenue, and Commerce Street, where LINK operates
- Pacific Avenue and South Tacoma Way in the vicinity of the Sounder overpass
- East D Street between East 21st Street and Wiley Avenue
- East C Street between East 25th and East 26th Streets
- South C Street in the vicinity of the Sounder crossing
- Dock Street and Dock Street extension between East D Street and South 11th Street
- Numerous isolated segments adjacent to recent development projects

Streets that currently have no sidewalks include:

- Most of South 23rd Street between South Fawcett and South Yakima Avenues
- South 21st Street between Jefferson and South Tacoma Avenues



FIG. 9-3 The Bridge of Glass is a key pedestrian connector between the Foss Waterway and Pacific Avenue.



FIG. 9-4 Informational signage on the pedestrian walkway along the south end of the Foss Waterway.

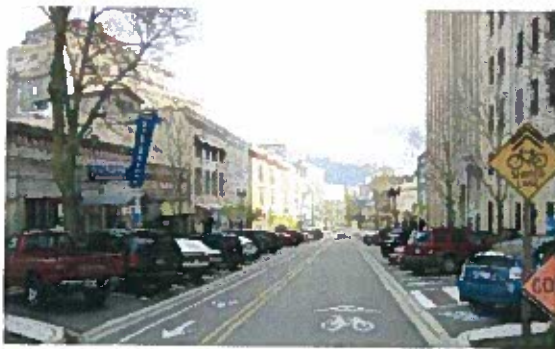


FIG. 9-5 St. Helens Avenue in North Downtown is a good example of a street designed to serve multiple mobility functions.

- Most of the streets in the industrial areas of the Dome District south of Puyallup Avenue and west of East G Street
- Miscellaneous short street ends in the Subarea

The quality of pedestrian street crossings varies widely throughout the Subarea. Numerous intersections lack even basic striped demarcation for crosswalks. On the other end of the quality spectrum, several intersections along East 25th Street and East D Street have recently received high-end upgrades with curb bulbs and special crosswalk paving.

Important pedestrian trails and connectors in the Subarea include the Foss Esplanade, the 19th Street hillclimb through the University of Washington campus, and the Bridge of Glass. Closure of the at-grade railroad crossing between A Street and Dock Street has created a significant barrier to pedestrian access to the south end of the Foss Esplanade. (A new bridge is proposed for this location - see the "Bridge to Foss" discussion in Chapter 8.)

Topography presents a significant challenge for east-west pedestrian mobility in the Subarea, with steep grades dropping off east of Yakima Avenue from the hilltop plateau (for reference, see Figure 2-18 in Chapter 2). Grades are less challenging in the Dome District.

### Bicycle Facilities

Currently, bicycle facilities in the South Downtown Subarea are limited. On-street bicycle lanes are provided on East D Street between East 21st Street and Wiley Avenue. An off-street shared-use path along the Thea Foss Waterway, adjacent to Dock Street, permits bicycle and pedestrian travel from 11th Street in downtown to the base of the Foss Waterway (at East D Street). East-west connections to this waterfront path require the shared use of roadways that have been primarily designed for vehicular traffic and experience high automobile volumes.



## PROJECTS

The following sections describe transportation-related projects that are important ingredients for achieving South Downtown's long-term goals. Some of these projects are already in the planning stages, while some are concepts that have been previously proposed and some are proposed for the first time in this Subarea Plan. These projects are also itemized in Chapter 10 of this Subarea Plan.

### **Active Transportation Projects**

Because walking and cycling can meet the need of many daily trips and also provide connections to longer trips on transit, improving active transportation is a high priority for South Downtown.

### Mobility Master Plan Projects

In general, the principles and recommendations of Tacoma's Mobility Master Plan (MoMaP) align with the goals of South Downtown. Where possible, proposed MoMaP projects that are located in the Subarea should be prioritized to reflect the City's intention to focus significant growth in the Subarea. The MoMaP proposes the following projects in South Downtown:

#### *Short term:*

- Bicycle Boulevard<sup>3</sup> on South Fawcett Avenue between South 15th and South 25th Streets, continuing north beyond the Subarea; construction anticipated in 2013
- Bike Lane on Tacoma Ave South, to the south of South 25th Street, continuing south beyond the Subarea

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<sup>3</sup> According to the Tacoma Mobility Master Plan, "Bike Boulevards are streets where motorists and cyclists share the road. Pavement markings and signage indicate bicycle route. Bike Boulevards are used on lower-volume, residential streets. They are designed to be comfortable for cyclists of all ages and abilities. Bike Boulevards often include traffic calming measures such as traffic circles, rain gardens, or street trees as well as wayfinding signage."

- Bicycle Lane on South 25th Street to connect the bicycle lanes on South Fawcett Avenue and Tacoma Avenue South
- Bicycle facilities on Puyallup Avenue/South 24th Street, between South C Street and East L Street, continuing east beyond the Subarea
- Shared lane markings on Dock Street between East D Street and the north end of the Waterway
- Multi-use trail on the Prairie Line (this project is discussed in Chapter 8 of this Plan); currently in the planning and design phase
- Multi-use trail from the end of the Prairie Line Trail at South 25th Street, connecting via South C Street to South Tacoma Way (continuing southwest beyond the Subarea)

#### *Medium term:*

- Bicycle Lane on South Yakima Avenue extending through the entire Subarea
- Multi-use trail in the "B Street Guich" (this project is discussed in Chapter 8 of this Plan)
- Cycle track on South 21st Street east of Pacific Avenue, continuing along SR-509 beyond the Subarea, and connecting downtown to Marine View Drive

#### *Long term:*

- Bicycle facilities on South Market Street between South 15th and South 21st Streets, continuing north beyond the Subarea
- Multi-use trail on the east edge of the Foss Waterway from Dock Street Extension to beyond the north boundary of the Subarea (a very long term project)

also a through-street and shares right-of-way with LINK light rail tracks, which continue on to Pacific Avenue. West of I-705, the streets in the subarea are erratically connected east-west due to the steep topography and multiple grids intersecting in this area. Primary streets are north-south, including Pacific, Jefferson, and Yakima Avenues along the western border of the Subarea. South 21st Street is a heavily-used connector from the Subarea to SR-509, and is typically congested during commute times. South 15th Street is a priority linkage between the Foss Waterway and neighborhoods to the west. Many of the east-west running streets have very steep sections. Gated, at-grade rail crossings for the Sounder commuter train occur on East C Street and East D Street at E 26th Street, and on South C Street near South Tacoma Way.

### Parking

The Subarea currently has an excess supply of parking, to which significant land area is dedicated (for reference, see Figure 2-15 in Chapter 2).

#### On-Street Parking

Curb-side or other on-street parking within the public right-of-way is available on most local and arterial roadways within the Subarea. Parking is metered north of South 21st Street, west of Dock Street (including both sides of Dock Street), east of Market Street (including both sides of Market), and south of South 7th Street. Within this metered area, there are approximately 1,500 spaces, roughly half of which are located within the Subarea. Meters are enforced from 8:00 AM-6:00 PM Monday-Friday at a rate of \$0.75 per hour with a two-hour time limit, and from 8:00 AM-6:00 PM on Saturday at \$0.75 per hour up to two hours, or \$2.50 for the entire day. There is a “parking buffer zone” between Market Street and Tacoma Avenue in which parking is free but limited in some areas to 90 minutes.

#### Off-Street Parking

According to a parking survey conducted by the Puget Sound Regional Council (PSRC) in 2010, the three survey

zones that most closely align with the boundaries of the Subarea had a total supply of 10,646 off-street parking spaces in 187 off-street parking lots or structures.

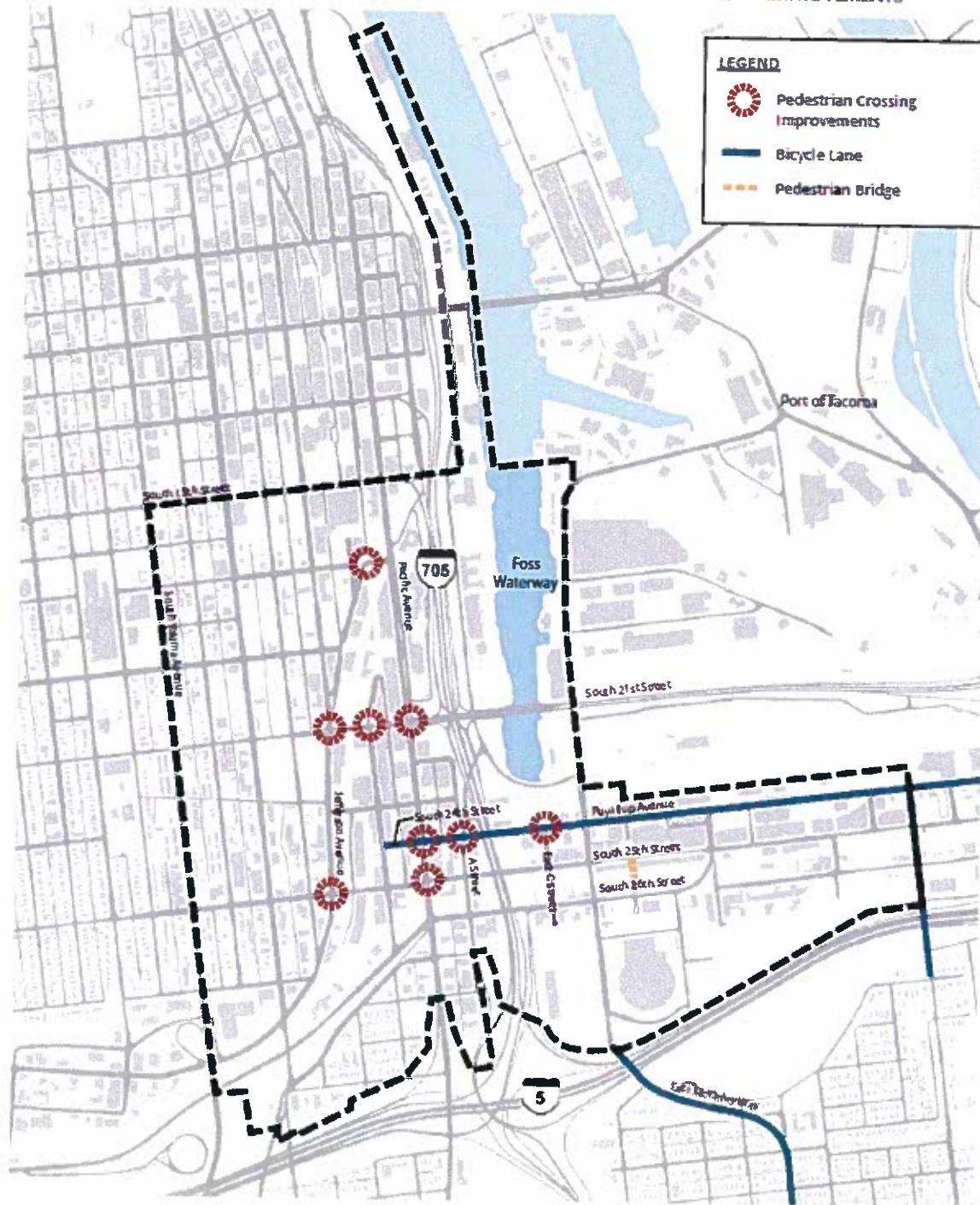
Twenty-three of the 187 off-street parking facilities in the PSRC survey charged an average daily rate of \$6.50. Parking in the Tacoma Dome lots during events ranges from \$10-\$25 per day. None of the zones surveyed within the Subarea had a weekday average occupancy of 62% or more, meaning that off-street parking is widely available.

The largest off-street parking facilities in the Subarea are located in the Tacoma Dome Station multimodal facility, which is owned, managed, operated, and maintained by Pierce Transit. The facility has 2,283 parking spaces in two parking structures located next to the Sounder platform and the Tacoma Link Station. Parking is free with a 24-hour maximum, and these garages are the most heavily utilized parking facilities in the Subarea with an average weekday occupancy of 97%. The Tacoma Dome and America’s Car Museum are surrounded by surface parking lots with the capacity for approximately 1,600 motor vehicles.

The 2008 UWT *Campus Master Plan Update* estimated that the campus’ mix of surface and structured parking provides approximately 550 spaces for 2,173 full-time-equivalent students (FTEs), or a 25% ratio of parking to student FTEs. The Plan states that for future expansion the UWT will plan for a 15% - 30% ratio of parking spaces to student FTEs, which would translate to 1,500 - 3,000 parking spaces for an enrollment of 10,000 FTEs. The Plan estimates that approximately 200-300 spaces could be available as street parking and proposes on-campus locations for future structured parking to accommodate the full needs of the expected expansion.

The City of Tacoma recently adopted a Reduced Parking Area (RPA) in which parking minimums are set to zero for residential and commercial uses. The RPA covers most of Tacoma’s downtown core, including a large portion of the South Downtown Subarea. Further information on the RPA can be found in Chapter 4 of this Subarea Plan.

FIG. 9-15 PROPOSED ACTIVE TRANSPORTATION ACCESS AND PEDESTRIAN CROSSING IMPROVEMENTS





**Policy 2.4:** Continue to encourage the expansion of South Downtown’s concentration of creative arts and design, urban recreation, business incubators, and other dynamic, small-scale businesses

**Proposed Actions:**

- 2.4.1 Promote interim uses such as food vans or pop-up retail trailers on currently underutilized properties
- 2.4.2 Identify potential barriers to adaptive reuse and modify building codes to remove identified barriers
- 2.4.3 Refine live-work and work-live codes to better enable the creation of spaces that provide an economical option for small businesses
- 2.4.4 Encourage the development of flex-tech buildings and modular construction to support easy evolution of tenants and uses; consider a design competition to develop concepts
- 2.4.5 Pursue partnerships with agencies and non-profits to promote the establishment of new creative businesses, as detailed in the 2010 *Brewery District Development Concept Study*
- 2.4.6 Engage the Center for Urban Waters to explore the potential for demonstration projects and business spin-offs located in South Downtown
- 2.4.7 Aggressively market South Downtown’s arts and cultural resources and their contribution to creating an attractive, dynamic location for creative businesses and their patrons
- 2.4.8 Aggressively market South Downtown’s historic building assets and their contribution to creating a unique, vibrant location for creative businesses and their patrons

**Strategy 3: Enhance and connect the public realm**

A robust network of functional, connected open spaces enhances urban livability and promotes economic development. Creating these benefits in South Downtown will require planning for a diversity of open spaces and establishing strong connections between them.

**Policy 3.1:** Provide ample open space for projected future growth

**Proposed Actions:**

- 3.1.1 Phase in a park impact fee system that will generate the funding necessary for the park and open space recommendations of the Subarea Plan
- 3.1.2 Plan for an equitable distribution of a diversity of open space types, including pocket parks, dog parks, passive parks, recreation areas, and gardens
- 3.1.3 Secure land for future parks in strategic locations that can serve multiple purposes and maximize public value
- 3.1.4 Establish a near-term park or open space in a strategic location that will help catalyze nearby private investment and redevelopment
- 3.1.5 Collaborate with private developers to coordinate the site design of private open space with the City’s public open space system
- 3.1.6 Monitor and refine the FAR bonus system as needed to better incentivize the creation of open space in South Downtown
- 3.1.7 Identify opportunity sites for urban farming and community gardens

- 3.1.8 Partner with Sound Transit to seek ways to better facilitate the creation of high-quality, usable open space on surplus parcels from the D-to-M project, wherever possible
- 3.1.9 Explore South Holgate Street between South 23rd and South 25th Streets as a location for a multiple-use, low-speed, shared street open space
- 3.1.10 Explore the Prairie Line corridor south of South 25th Street as future extension of the Prairie Line Trail, and also as a location for a low-speed, multiple-use, shared street open space

**Policy 3.2:** Build a legible system of public walkways, trail corridors, and active street linkages that connect South Downtown’s neighborhoods, waterfronts and key destinations

**Proposed Actions:**

- 3.2.1 Implement the planned/proposed trails in Tacoma’s Open Space System map, including the Prairie Line, South C Street to the Water Ditch Trail, South A St under the freeway and across the railroad track to the Foss Waterway, the east side of the Foss, East B Street “Gulch”, East D Street, and East 25th Street
- 3.2.2 Complete the 1.5-mile Foss Esplanade on the west side of the Waterway
- 3.2.3 Create a safe and convenient pedestrian and bike crossing for the Prairie Line at all street intersections, with focused efforts at the more challenging crossings such as South 21st Street and Pacific Avenue
- 3.2.4 If the intervening property is renovated or redeveloped, encourage the integration of a publicly accessible, midblock crossing to connect the Prairie Line Trail and South Holgate Street at South 24th Street

- 3.2.5 Identify funding sources to build a pedestrian bridge across the railroad tracks at the southwest corner of the Foss Waterway and develop the Public Works parcel into a public open space
- 3.2.6 Integrate public pedestrian hillclimbs into new development on the hillside; consider additional developer incentives
- 3.2.7 Create an east-west open space connector and pedestrian corridor between the Hilltop and the Foss Waterway; a “Green Street” along South 23rd Street is one potential option
- 3.2.8 Create well-marked, multi-use trail loops utilizing both sides of the Foss Waterway, the Prairie Line, East D Street, Puyallup Avenue, the overpass at 15th Street, and the 11th Street Bridge
- 3.2.9 Implement street reconfiguration of Puyallup Avenue/South 24th Street to improve walkability from the Dome District to the Brewery District and integrate transit
- 3.2.10 Encourage the development of street-oriented uses along D Street to create a vibrant walkable connection from the transit stations to the Tacoma Dome and McKinley Park
- 2.2.11 Investigate potential future extensions of the Prairie Line Trail along the historic rail corridor, north from South 15th Street with a connection to the Murray Morgan Bridge, or south into the Nalley Valley
- 2.2.11 Explore the creation of a joint open space/ connectivity development and management plan in partnership with public, non-profit, and private agencies

**Policy 3.3:** Leverage the open space and connectivity potential of the right-of-way through continued improvements to the pedestrian and cycling environment on streets

**Proposed Actions:**

- 3.3.1 Prioritize the implementation of Mobility Master Plan projects that apply to South Downtown
- 3.3.2 Adhere to the City's Complete Streets policies and design guidelines when streets are new or rebuilt for any reason; seek opportunities to incorporate complete streets features as part of street maintenance activities such as asphalt resurfacing
- 3.3.3 Coordinate and integrate with UWT's proposed plans for pedestrian and bicycle priority streets
- 3.3.4 Continue to identify pedestrian and/or priority streets for focused improvements as conditions change over time
- 3.3.5 Refine and where appropriate apply the street typology defined in the 2010 Brewery District Development Concept Study
- 3.3.6 Coordinate planned public utility and street improvements in advance and incorporate Complete Streets improvements whenever feasible

**Policy 3.4:** Apply natural drainage strategies to enhance both the livability and the sustainability of open spaces, and to reduce capacity demand on the City's stormwater system

**Proposed Actions:**

- 3.4.1 Maximize the integration of natural drainage features in the design of the Prairie Line
- 3.4.2 Create a "Green Street" with natural drainage features on East C Street between East 27th Street and Puyallup Avenue

3.4.3 Enhance the B Street Gulch as a green infrastructure corridor providing stormwater quality and quantity benefits in order to protect water quality in the Foss Waterway

3.4.4 Explore South Holgate Street as a location for natural drainage features that also function as placemaking features for a low-speed, shared-street open space

3.4.5 Allow private development to implement natural drainage and rainwater harvesting to meet stormwater management requirements

3.4.6 Allow private development to utilize the right-of-way for natural drainage that serves the development

3.4.7 Encourage stormwater management designs that celebrate rain water as an amenity

3.4.8 Prioritize surface water quality throughout the subarea in order to protect the massive public investment in cleaning the Foss Waterway

**Policy 3.5:** Improve neighborhood navigability and aesthetics in the public realm

**Proposed Actions:**

3.5.1 Improve wayfinding to cultural attractions for motorists arriving from I-705 freeway ramps

3.5.2 Create a graphically compelling wayfinding system for the trail system in South Downtown and adjacent areas

3.5.3 Implement iconic gateway elements at important South Downtown gateways, including locations on Pacific Avenue, Puyallup Avenue, East D Street, South 21st Street, South 25th Street, and Tacoma Avenue

3.5.4 Create unique wayfinding themes and elements that differentiate the individual districts within South Downtown



# Transportation Master Plan:

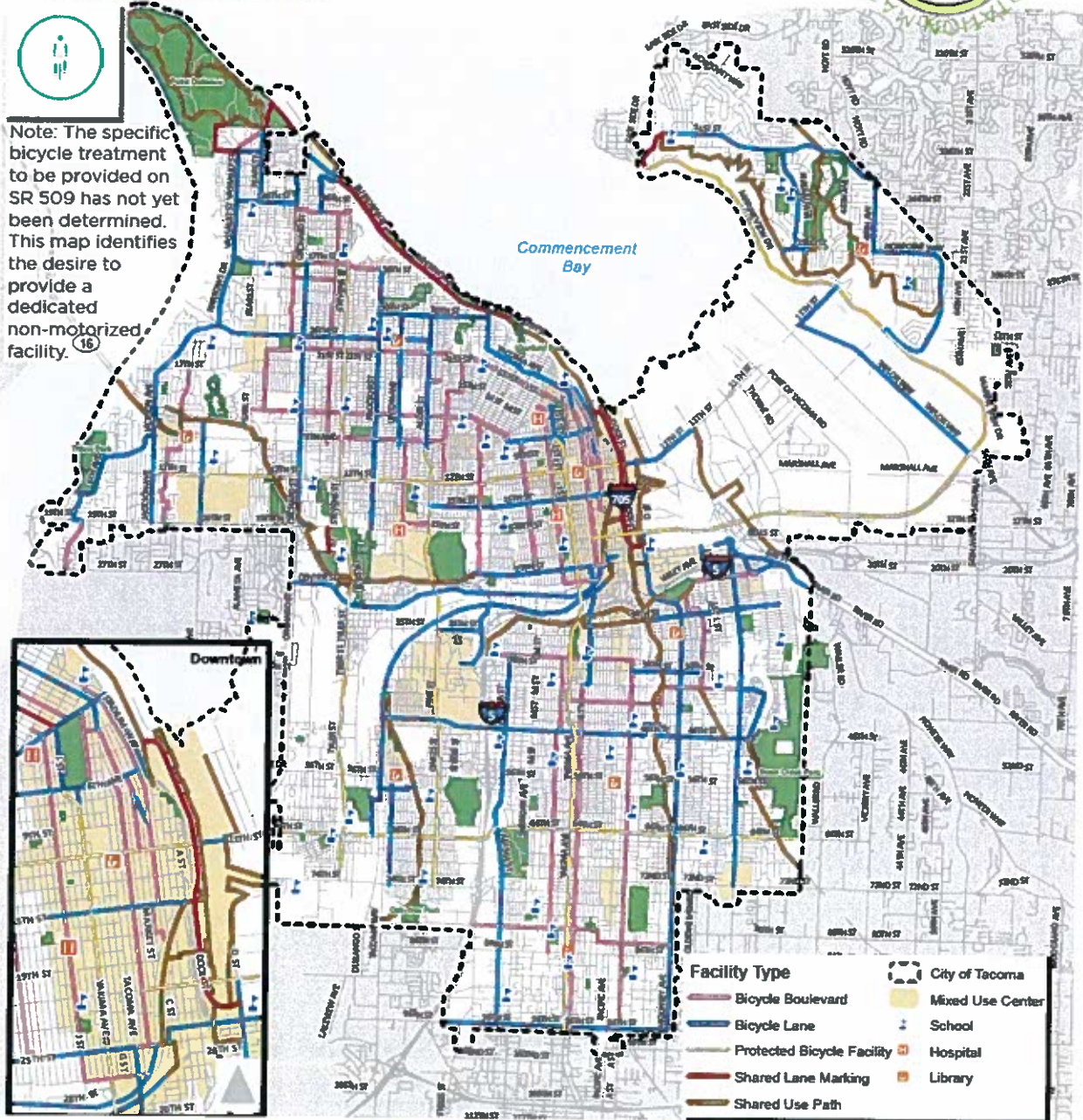
## FUTURE VISION



### BICYCLE PRIORITY NETWORK



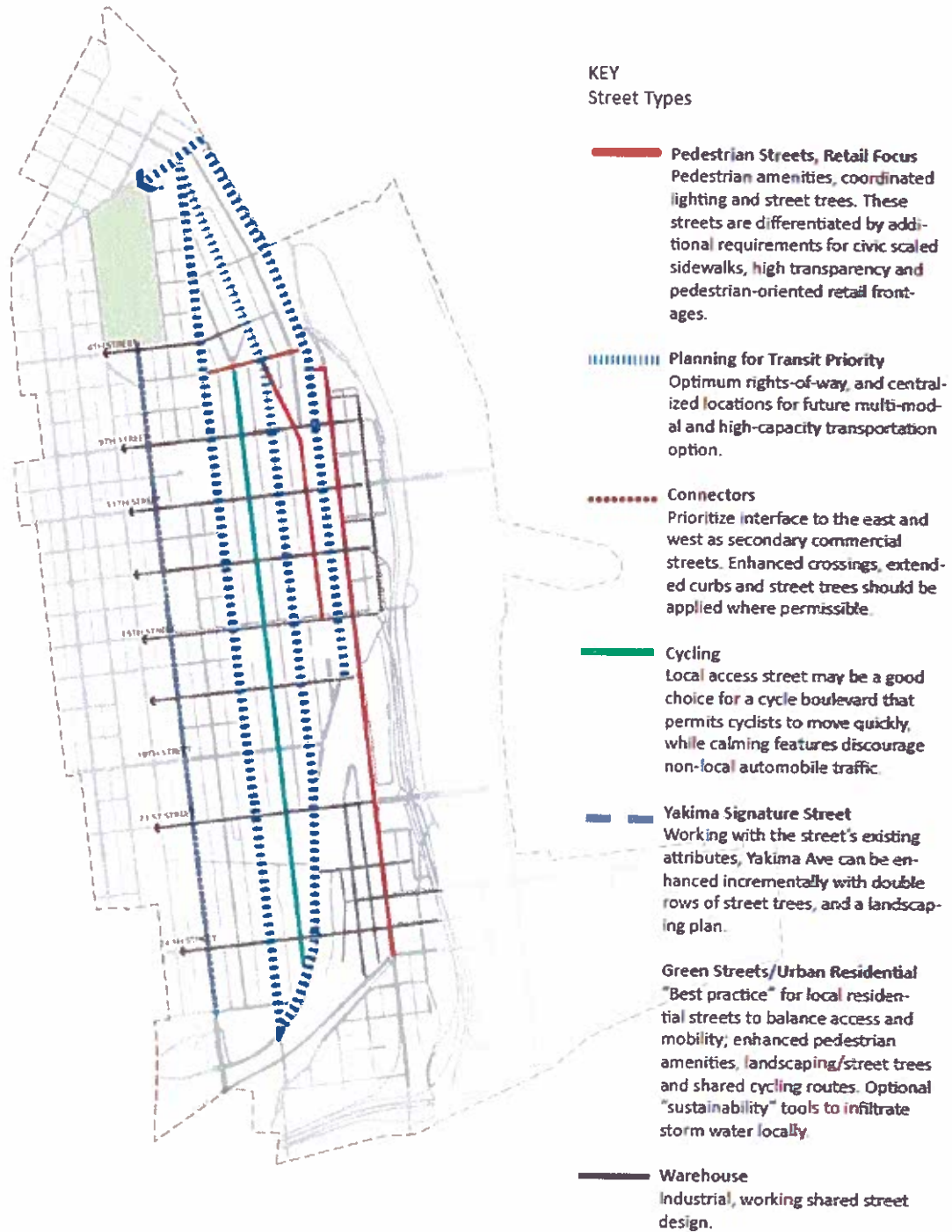
Note: The specific bicycle treatment to be provided on SR 509 has not yet been determined. This map identifies the desire to provide a dedicated non-motorized facility. <sup>16</sup>







# Downtown Element



## CYCLING BOULEVARD

Fawcett Avenue

### Description

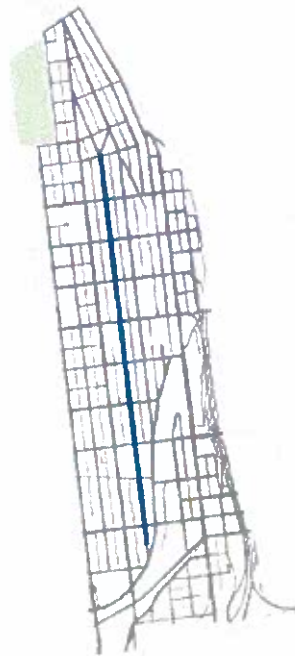
This local access street is a good choice for the City's first cycling boulevard. Ample-width, marked bike lanes are created in concert with traffic-calming measures that slow autos, but prioritize cyclists, along this street. Cyclists typically prefer to ride on lower volume streets for safety and comfort. This option could provide an alternative to busy (and potentially transit oriented) Tacoma Avenue and Market Street.

Intersections along the Cycling Boulevard could also be outfitted with bicycle-oriented signal controls. The Cycling boulevard should shift from residential based towards the south to mixed-use and high density street in the Downtown Core.

Fawcett's lower traffic volumes, central location, and connection across the downtown make it ideal as a key cycling connection, serving the St. Helen's residential neighbourhood, the University, and the Warehouse District.

### Adjacent Land Uses

Residential, institutional and creative industrial or live/work uses.



### Zones and Functions

#### Vehicular/Median

Buffer  
Corner Bulb-out  
Enhanced surface material  
On-street Parking  
Bays  
Time-limited

Pedestrian Realm  
Desired width: 18'

Interface  
Planting strip - varies

Features  
Street Trees/ Planters  
Canopy  
25' Spacing  
Planted Caliper 4"

Pedestrian Lighting  
Double Mast

#### Desired Function

- VEHICULAR
- FREIGHT
- TRANSIT
- BICYCLE
- PEDESTRIAN
- PARKING

**Price, Richard**

---

**From:** Danby, Marilyn M <marilynn.danby@pse.com>  
**Sent:** Friday, April 22, 2016 11:13 AM  
**To:** Price, Richard  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Rich, PSE has an existing 2 in STW IP gas line that runs within S Fawcett Avenue from S 21<sup>st</sup> St to S 23rd St. It appears it is located approximately 22 feet west of the centerline on S Fawcett. PSE will need to obtain an easement for its facilities for the entire west portion of the street, as we have services running from the main. Please provide a legal description for the proposed vacated area and I will prepare our easement and forward to you for signature. Please let me know if you have any questions.

*Marilynn*

Marilynn M. Danby SR/WA  
Senior Real Estate Representative  
Puget Sound Energy  
3130 South 38th Street  
Tacoma, Wa 98409  
Work: 253/476-6451  
Work Cell: 253/905-4668  
e-mail: [marilynn.danby@pse.com](mailto:marilynn.danby@pse.com)

---

**From:** Price, Richard [<mailto:RPRICE@ci.tacoma.wa.us>]

**Sent:** Tuesday, April 19, 2016 4:37 PM

**To:** Adams, Monica (Pierce Transit); Angel, Jesse; Barnes, Maureen; Bateman, Joy; Bishop, Dori; Boudet, Brian; Cantrel, Aaron; Chris Mantle; Coffman, James; Coyne, Richard; Danby, Marilyn M; Dykas, Veronica; Erickson, Ryan; Ferrell, Phil; Fletcher, Gloria; Harrison, Dylan; Howatson, James; Jeff Lawrey; Rusler, Jeffrey; Kammerzell, Jennifer; Kingsolver, Kurtis; Larson, Tracy; Luchini, Melissa; Martinson, John; Reynolds, Tanara ; Simpson, Sue; Smith, Anne; Trohimovich, Merita  
**Subject:** Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

To Agency Reviewer,

Please review the attached memo and map exhibits for the proposed Street Vacation Petition 124.1358, as requested by North American Asset Management, LLC, and provide comments for your respective utility/agency **on or before April 29, 2016**.

Please email me with any questions you may have.

Thank you,

*Richard A. Price, SR/WA*  
*Senior Real Estate Officer*  
*Public Works/Facilities Management/*



**Price, Richard**

---

**From:** Omdahl, Christopher <Christopher.Omdahl@centurylink.com>  
**Sent:** Friday, April 29, 2016 1:29 PM  
**To:** Price, Richard  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16  
**Attachments:** Objection - Fawcett Ave No. 124.1358- Objection.pdf

Hello Richard,

Please see attached Objection letter from CenturyLink.

Let me know if you need anything additional

Christopher Omdahl  
CenturyLink QC  
Network Real Estate  
1208 NE 64th St  
Seattle WA 98115  
425-218-3978



---

**From:** Lawrey, Jeff J  
**Sent:** Monday, April 25, 2016 1:34 PM  
**To:** Scott, David  
**Cc:** Omdahl, Christopher  
**Subject:** FW: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

David, if you would please build this into LeaseNet and assign to Chris for review.

Thanks!

R. Jeff Lawrey  
CenturyLink  
Network Real Estate  
700 W. Mineral Ave., Grid: IA-G13.09  
Littleton, CO 80120  
Ofc. 303.992.4543  
Cell 206.819.1005  
[r.lawrey@centurylink.com](mailto:r.lawrey@centurylink.com)



April 29<sup>th</sup> 2016

City of Tacoma  
Real Property Services  
Attn: Richard Price  
747 Market Street, Room 737  
Tacoma, Washington 98402

**RE: STREET VACATION REQUEST NO. 124.1358– Fawcett Avenue lying between South 21<sup>st</sup> and South 23<sup>rd</sup> Streets.**

Dear Mr. Price,

This letter is in response to the notice for the above referenced proposal. Please be advised that **Qwest Corporation (d/b/a CenturyLink) currently has facilities in the area addressed by this action, and wishes to retain any and all rights to remain in that area and add facilities in the future as needed.**

At this time, Qwest (d/b/a CenturyLink) has no issues with the proposed vacation so long as **provisions are made to retain our rights and facilities either by means of private easements or relocation at the owner's expense.**

Please feel free to contact me as needed; I can be reached at 425-218-3978 or Christopher.ondahl@CenturyLink.com. Thank you for your time.

Sincerely,

*Christopher Omdahl*

Qwest Corporation d/b/a CenturyLink QC  
Christopher Omdahl  
Network Real Estate  
Western Washington  
1208 NE 64<sup>th</sup> St. Rm 401  
Seattle, WA 98115



**TO: ALL CONCERNED AGENCIES & DEPARTMENTS**

**FROM: RICHARD PRICE  
PUBLIC WORKS /REAL PROPERTY SERVICES**

**SUBJECT: STREET VACATION REQUEST NO. 124.1358**

**DATE: April 18, 2016**

North American Asset Management is petitioning to vacate that portion of Fawcett Avenue lying between South 21<sup>st</sup> and South 23<sup>rd</sup> Streets, as shown on the vicinity maps attached to this email.

Real Property Services previously solicited for Agency Comments on October 21, 2015, under a City initiated vacation action, referenced as the same vacation file number. This petition has been updated to reflect the current developer. Please update any comments previously submitted. It is our understanding the developer intends to submit the preliminary plan sets into the City on April 22, 2016 for review.

As discussed in our last development team meeting, the developer intends to request for the entire portion of Fawcett between South 21<sup>st</sup> and South 23<sup>rd</sup> Street and grant the City an easement over the center 40.0 feet. Please be sure to comment if an easement is satisfactory to protect your interests or if the City needs to retain the center 40.0 feet as right of way.

As part of this request the City will require a street dedication of 17.0 feet lying on the northerly side of South 23<sup>rd</sup> Street lying between Fawcett Ave. and Tacoma Avenue.

In order to be considered, your comments must be received by **Real Property Services, TMB, Room 737, by April 29, 2016**. If your comments are not received by that date, it will be understood that the office you represent has no interest in this matter.

Attachment(s)

- AT&T Broadband
- Pierce Transit
- Puget Sound Energy
- Qwest Communications
- Fire Department
- Police Department
- TPU/Power/T&D
- TPU/Water/LID
- PW/Director (3)
- PW/BLUS (2)

RESPONSE

X  No Objections

X  Comments Attached

5/2/16 \_\_\_\_\_ Date

Aaron Cantrell \_\_\_\_\_ Signature

PW/Construction  
PW/Engineering  
PW/Engineering/LID  
PW/Engineering/Traffic  
PW/Environmental Services  
PW/Solid Waste  
PW/Street & Grounds  
Tacoma Economic Development  
Click! Network

\_\_Planning & Design\_\_\_\_\_Department

- Comcast has aerial system crossing Fawcett Ave East to West at S 21<sup>st</sup> St. Any relocation would be the responsibility of the owner / developer.





City of Tacoma

Memorandum

TO: ALL CONCERNED AGENCIES & DEPARTMENTS

FROM: RICHARD PRICE
PUBLIC WORKS /REAL PROPERTY SERVICES

SUBJECT: STREET VACATION REQUEST NO. 124.1358

DATE: April 18, 2016

North American Asset Management is petitioning to vacate that portion of Fawcett Avenue lying between South 21st and South 23rd Streets, as shown on the vicinity maps attached to this email.

Real Property Services previously solicited for Agency Comments on October 21, 2015, under a City initiated vacation action, referenced as the same vacation file number. This petition has been updated to reflect the current developer. Please update any comments previously submitted. It is our understanding the developer intends to submit the preliminary plan sets into the City on April 22, 2016 for review.

As discussed in our last development team meeting, the developer intends to request for the entire portion of Fawcett between South 21st and South 23rd Street and grant the City an easement over the center 40.0 feet. Please be sure to comment if an easement is satisfactory to protect your interests or if the City needs to retain the center 40.0 feet as right of way.

As part of this request the City will require a street dedication of 17.0 feet lying on the northerly side of South 23rd Street lying between Fawcett Ave. and Tacoma Avenue.

In order to be considered, your comments must be received by Real Property Services, TMB, Room 737, by April 29, 2016. If your comments are not received by that date, it will be understood that the office you represent has no interest in this matter.

- Attachment(s)
AT&T Broadband
Pierce Transit
Puget Sound Energy
Qwest Communications
Fire Department
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TPU/Power/T&D
TPU/Water/LID
PW/Director (3)
PW/BLUS (2)
PW/Construction
PW/Engineering
PW/Engineering/LID
PW/Engineering/Traffic

RESPONSE

No Objections

Comments Attached

May 4, 2016

Date

Handwritten signature

Signature

PW/RPS

Department

Assessment In Lieu for San Sewers - \$1,466.66

## Price, Richard

---

**From:** Diekmann, Joshua  
**Sent:** Wednesday, May 04, 2016 3:55 PM  
**To:** Price, Richard  
**Cc:** Kingsolver, Kurtis; Kammerzell, Jennifer; Larson, Chris; Erickson, Ryan; Anderson, Martha; Boudet, Brian  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16 - REVISED

Rich,

Please find below a revised version of the comments I sent last week. The new sections, which are intended to add clarity to my earlier comments, are underlined. Please let me know if you have any questions.

Josh

---

**From:** Diekmann, Joshua  
**Sent:** Friday, April 29, 2016 4:26 PM  
**To:** Price, Richard  
**Cc:** Kingsolver, Kurtis; Kammerzell, Jennifer; Larson, Chris (CLARSON@ci.tacoma.wa.us); Erickson, Ryan (RErickso@ci.tacoma.wa.us); Anderson, Martha; Boudet, Brian  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Rich,

Thank you for the opportunity to comment on this request. As background, I think it is important to note that the Engineering Division of Public Works did not recommend approval of the original vacation petition, which called for the vacation of the entire street, because the Fawcett Corridor is identified in the Transportation Element of Tacoma's Comprehensive Plan (the Transportation Master Plan, or TMP) as a bicycle priority corridor. The City constructed improvements along Fawcett in 2014, making this segment a central component of a 13.1 mile bicycle corridor from the south to the north ends of the City. As areas adjacent to this corridor develop and use of the corridor intensifies, additional infrastructure improvements along the corridor are anticipated. In addition to being identified in the TMP, some of these complementary improvements are identified in the City's 6-Year Transportation Improvement Program, which is scheduled to be approved by Council June 21, 2016.

The current petition proposes retaining an easement on the central 40 foot, centered within the existing ROW. This would symmetrically reduce the existing public roadway to half the current width. This proposal presumes that non-motorized connectivity can be maintained in this smaller easement. This would require de-emphasizing motorized travel to ensure the remaining area could safely and efficiently accommodate non-motorized traffic. In conjunction with the potential developer of the 6.4 Acre site, another private developer, and the University of Washington Tacoma, the City commissioned a traffic study in late 2015 which, among other things, evaluated the impact to the larger roadway network of closing Fawcett to vehicular traffic. This closure would also have other impacts, as it would potentially shift other services such as refuse collection, deliveries, passenger pickup and dropoff, and emergency service access, to other streets. The study assumed that routine access to the properties within the 6.4 Acre site would be served from other streets. Emergency access was not evaluated in the study, and should be addressed by TFD. The study concluded that network circulation could be satisfactorily borne by Jefferson, 21<sup>st</sup>, 23<sup>rd</sup>, and Tacoma Avenue. However, it should be noted the development would likely need to make some improvements to area roadways. Notably, South 21<sup>st</sup> would need to be widened, and operational and safety improvements would be required at each of the intersections of South 21<sup>st</sup> with Fawcett and Tacoma.

Based on the results of this study, and the additional work described below, the Engineering Division has determined that it is feasible to vacate Fawcett, provided an at least 40-foot wide easement for public travel is retained (presumed centered within the existing ROW). The easement should reserve all existing rights for construction of public facilities, and should provide the City approval authority for anything to be located within the air rights of this retained corridor.

Although it is feasible to accomplish the City's transportation needs within the reduced-width corridor, the design of Fawcett itself will be limited by the decision to vacate a portion of the right-of-way. While the City has not completed a design of this roadway, we have reviewed likely designs in light of the proposed vacation. The remainder of my comments are to provide the context behind our above recommendation, and to document the requirements the City anticipates placing on the ultimate developer of this site to accommodate the public's needs within the remaining right-of-way. Given the reduced right-of-way width, the most likely means of accomplishing the goals in the TMP would be construction of a shared commercial street on Fawcett between ~~19<sup>th</sup> and 21<sup>st</sup>~~ and 23<sup>rd</sup>; design guidance for this type of street can be found in the NACTO Urban Street Design Guide. This street would be design for low speed and low volume, and modes would be co-mingled. The ROW vacation will require adoption of this concept, or one very similar to it, because the remaining ROW will be inadequate for providing a standard City traditional roadway design which includes separate facilities for vehicles, pedestrians, and bicycles. Other feasible concepts, such as a non-symmetrical vacation or curvilinear/staggered alignment, were not evaluated.

Rather than evaluate every potential design option, I have reviewed likely design options, and in doing so, have reviewed the latest concepts submitted by the developer. By reviewing the development proposal, I aim to provide useful context about how the public roadway improvements can serve the public's transportation needs and the developer's vision for their site.

1. The renderings do not show any bicycle treatments or bicycle accommodations, and do not appear to accommodate pedestrians in the remaining right-of-way. The design will need to accommodate bicycles and pedestrians continuously on Fawcett from 21<sup>st</sup> to 23<sup>rd</sup> within the right-of-way. This will likely require speed management and volume management traffic calming devices such as those identified in the NACTO Urban Street Design Guide, including turn restrictions for motorized vehicles at 21<sup>st</sup>. The easement or right-of way retained will primarily serve transportation purposes, and will be required to be designed to reduce conflicts between the modes, and between non-motorized through trips and local intra-building circulation.
2. The cul-de-sac proposed would appear to create a roadway which is partially within the public/easement portion and partially on private property. This configuration creates confusion about responsibilities and has the potential to create maintenance coordination issues; the City will require design which does not conflate public and private responsibilities. The proposed ROW vacation will prohibit construction of a turnaround meeting City Standards within the ROW. While the developer may be able to generate a concept acceptable to the City, the developer should expect that the City may require the roadway provides provide continuous two-way vehicular access from 21<sup>st</sup> through to 23<sup>rd</sup>. Other alternatives may be available, such prohibiting motorized vehicle public access.
3. The width provided may not be sufficient to accommodate all of the developer's desired functions, such as parking and loading, on the desired facility. It is possible that the designer may develop concepts which provide these features, but it appears likely that additional easement width will be required to provide robust pedestrian facilities on each side of the accessway.
4. The concept appears to show overhead catenary lighting. If the corridor will be used as a fire access, catenary lighting may impact the ability to deploy ladder trucks; the Fire Department should be consulted regarding this concept. Additionally, the air rights to the corridor should be retained the traveled way is not encumbered, including ensuring adequate vertical clearance and adequate sight lines to overhead traffic control devices.

Please let me know if you have any questions about these comments, or need additional information.

Sincerely,

**Price, Richard**

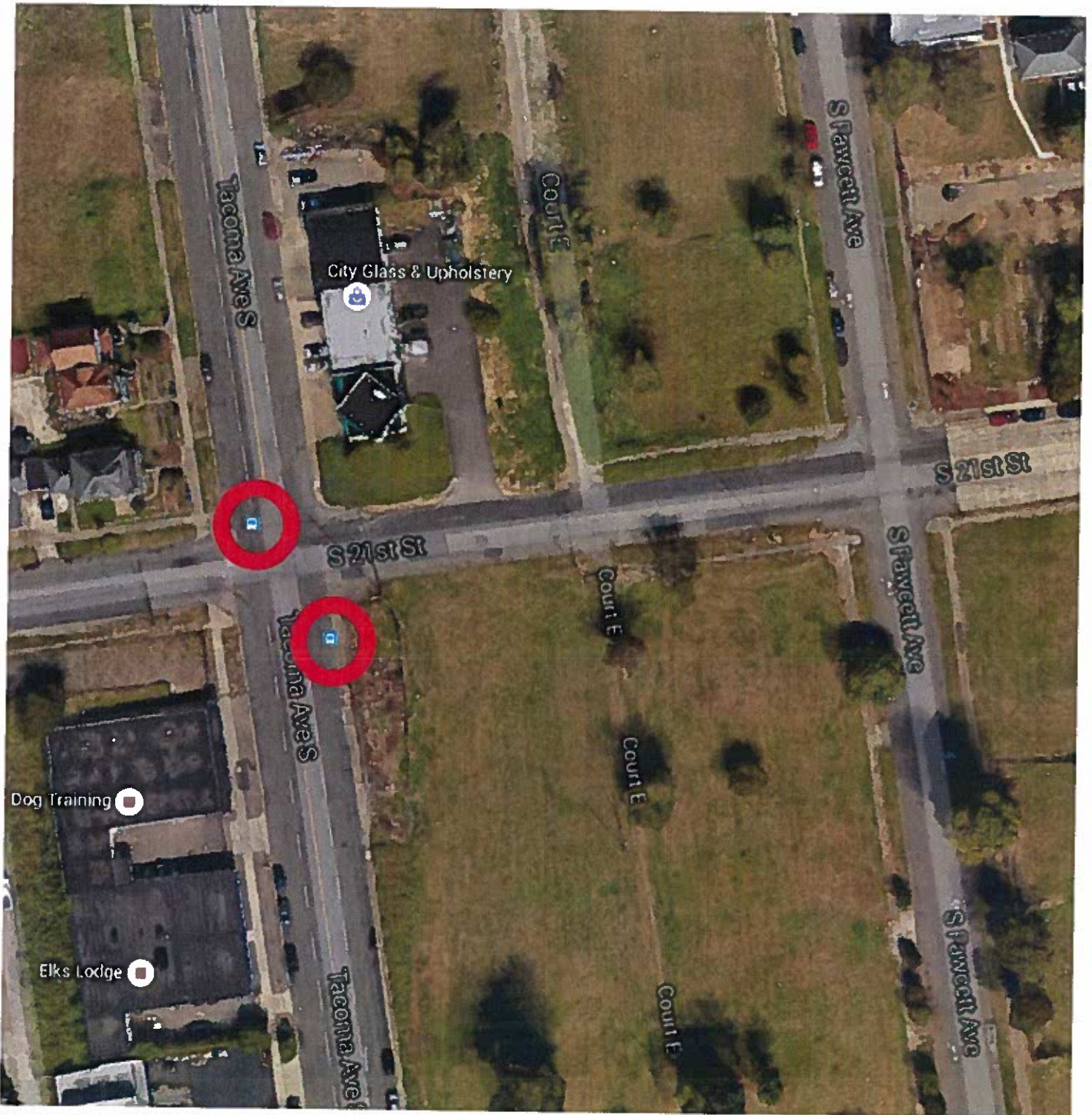
---

**From:** Tina Vaslet <tvaslet@piercetransit.org>  
**Sent:** Thursday, April 28, 2016 12:52 PM  
**To:** Price, Richard  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

Good Afternoon Richard,

Thank you for the opportunity to review the aforementioned proposal. I'm not sure what the plans are for this area once the vacation is complete, but I suspect it would not affect the four bus stops in the vicinity; two stops to the west (Tacoma Ave) and 2 stops to the east (Jefferson). Should there be a project in the future that would impact these bus stops, I hope that Pierce Transit will be considered.





Thank You,  
**Tina Vaslet**, Planner II | T: 253.983.2706 | C: 253.255.8521  
3701 96th St. SW, Lakewood, WA 98499 | [piercetransit.org](http://piercetransit.org)



**From:** Monica Adams  
**Sent:** Wednesday, April 20, 2016 7:59 AM  
**To:** Tina Vaslet  
**Subject:** FW: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

**Price, Richard**

---

**From:** Muller, Gregory  
**Sent:** Friday, April 22, 2016 4:41 PM  
**To:** Price, Richard  
**Subject:** RE: [big attachment]15033\_TACOMA TOWN CENTER SD PACKET TO CITY  
**Attachments:** e11746.pdf; Map.pdf

Rich,

Thanks for passing these along.

Although it doesn't pertain specifically to the area proposed for vacation, Rich Barrutia indicates that Tacoma Power does have infrastructure in the former alleys lying on either side of Fawcett Avenue – see the attached documents. From the plans, it appears they want to redevelop these areas. If an agreement is not reached to relocate the infrastructure, they would request that the easements reserved in the 2002 vacation ordinance be reaffirmed should the property be sold.

Greg

---

**From:** Price, Richard  
**Sent:** Friday, April 22, 2016 4:25 PM  
**To:** Diekmann, Joshua; Muller, Gregory  
**Subject:** FW: [big attachment]15033\_TACOMA TOWN CENTER SD PACKET TO CITY

Development plans to review as part of vacation comments.

---

**From:** Kao, Philip  
**Sent:** Thursday, April 21, 2016 5:41 PM  
**To:** Anderson, Martha; Price, Richard  
**Subject:** Fwd: [big attachment]15033\_TACOMA TOWN CENTER SD PACKET TO CITY

sorry, im out of the office and didnt see this email. see attached concept plan

Begin forwarded message:

**From:** "Kent McLaren" <[KM McLaren@bcradesign.com](mailto:KM McLaren@bcradesign.com)>  
**To:** "Kao, Philip" <[pkao@ci.tacoma.wa.us](mailto:pkao@ci.tacoma.wa.us)>  
**Subject:** FW: [big attachment]15033\_TACOMA TOWN CENTER SD PACKET TO CITY

Philip,

Attached is an SD package for the Street vacation – let me know if this satisfies what your team was expecting.

Kent



2002-118



E11746

200202201465 6 pg  
2-20-2002 03:36pm \$14.00  
PIERCE COUNTY, WASHINGTON

ORIGINAL

P.2002-118

When Recorded, Return To:

City of Tacoma City Clerk's Office  
General Services Department  
747 Market Street, Room 220  
Tacoma WA 98402-3769

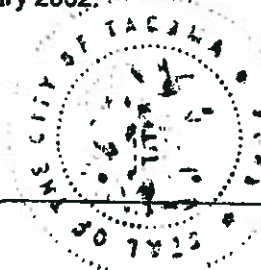
NW 9-2015-038

**DOCUMENT TITLE: ORDINANCE NO. 26780**

I, DORIS SORUM, City Clerk of the City of Tacoma, Pierce County, Washington, do hereby certify that the attached is a full, true and correct copy of Ordinance No. 26780.

WITNESS MY HAND and the Seal of said City this 19<sup>th</sup> day of February 2002.

*Doris Sorum*  
DORIS SORUM  
City Clerk



**Grantor:** City of Tacoma, a Municipal Corporation

**Grantee:** City of Tacoma - General Services Department/Asset Management

**Legal Description:** Vacating the alleys between South 21<sup>st</sup> and South 23<sup>rd</sup> Streets, from Jefferson to Tacoma Avenues, to combine the property for future development. (City of Tacoma; File No. 124.1140)

**Reference Number:**

**Assessor's Parcel Number:** N/A

E 11440





## ORDINANCE NO. 26780

1 AN ORDINANCE vacating the alley lying in CAVENDER'S SECOND  
2 ADDITION TO TACOMA, WASH., W.T., according to the Plat  
3 thereof recorded in Volume 1 of Plats, page 103, in Tacoma,  
4 Pierce County, Washington, and between Block 2111 and  
5 Block 2110, AMENDED PLAT OF SMITH AND DENTON'S  
6 ADDITION TO NEW TACOMA, W.T., according to the Plat  
7 thereof recorded in Volume 2 of Plats, page 38, in Tacoma,  
8 Pierce County, Washington;

9 TOGETHER WITH the alley lying in REPLAT OF SPINNING'S  
10 ADDITION AND BLOCK 2109, AMENDATORY MAP OF SMITH  
11 AND DENTON'S ADDITION TO NEW TACOMA, WASH.,  
12 according to the Plat thereof recorded in Volume 10 of Plats,  
13 page 111, in Tacoma, Pierce County, Washington, and MAP OF  
14 A PART OF THE CITY OF TACOMA (BURNS AND BLINN  
15 ADDITION), as recorded September 24, 1957, records of Pierce  
16 County, Washington, and;

17 TOGETHER WITH that portion of alley right-of-way lying between  
18 those unplatted parcels which lie North of REPLAT OF  
19 SPINNING'S ADDITION AND BLOCK 2109, AMENDATORY  
MAP OF SMITH AND DENTON'S ADDITION TO NEW TACOMA,  
WASH., according to the Plat thereof recorded in Volume 10 of



1  
2 Plats, page 111, in Tacoma, Pierce County, Washington; and  
3 between Blocks 2108 and 2109 of MAP OF A PART OF THE  
4 CITY OF TACOMA (BURNS AND BLINN ADDITION), as  
5 recorded September 24, 1957, records of Pierce County,  
6 Washington.

7 Retaining and reserving therein easements over the vacated area  
8 as follows:

- 9
- 10 1. The west ten feet of both existing alleys shall be retained as  
11 a utility easement for Tacoma Power, together with an  
12 all-weather access to all facilities, for utility maintenance  
13 vehicles.
  - 14 2. A sanitary sewer easement, 20 feet in width and centerline  
15 of the existing sanitary sewer line (ten feet on each side of  
16 the pipe).

17 WHEREAS all steps and proceedings required by law and by  
18 resolution of the City Council to vacate the portion of the street  
19 hereinafter named have been duly taken and performed; Now,  
20 Therefore,

21 BE IT ORDAINED BY THE CITY OF TACOMA:

22 Section 1. That the City Council hereby adopts the Hearing  
23 Examiner's Findings, Conclusions, and Recommendations as contained  
24

25 *Handwritten signature or initials*



1  
2 in the Hearing Examiner's Report and Recommendation to the City  
3 Council bearing File No. 124.1140, and dated February 1, 2001, which  
4 Report is on file in the office of the City Clerk.  
5

6 Section 2. That the alleys lying between South 21st Street and  
7 South 23rd Street from Jefferson Avenue to Tacoma Avenue, and more  
8 particularly described as follows:  
9

10 The alley lying in CAVENDER'S SECOND ADDITION TO  
11 TACOMA, WASH., W.T., according to the Plat thereof  
12 recorded in Volume 1 of Plats, page 103, in Tacoma,  
13 Pierce County, Washington, and between Block 2111 and  
14 Block 2110, AMENDED PLAT OF SMITH AND  
15 DENTON'S ADDITION TO NEW TACOMA, W.T.,  
according to the Plat thereof recorded in Volume 2 of  
Plats, page 38, in Tacoma, Pierce County, Washington;

16 TOGETHER WITH the alley lying in REPLAT OF  
17 SPINNING'S ADDITION AND BLOCK 2109,  
18 AMENDATORY MAP OF SMITH AND DENTON'S  
19 ADDITION TO NEW TACOMA, WASH., according to the  
20 Plat thereof recorded in Volume 10 of Plats, page 111, in  
21 Tacoma, Pierce County, Washington, and MAP OF A  
22 PART OF THE CITY OF TACOMA (BURNS AND BLINN  
23 ADDITION), as recorded September 24, 1957, records of  
24 Pierce County, Washington, and;  
25  
26



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TOGETHER WITH that portion of alley right-of-way lying between those unplatted parcels which lie North of REPLAT OF SPINNING'S ADDITION AND BLOCK 2109, AMENDATORY MAP OF SMITH AND DENTON'S ADDITION TO NEW TACOMA, WASH., according to the Plat thereof recorded in Volume 10 of Plats, page 111, in Tacoma, Pierce County, Washington; and between Blocks 2108 and 2109 of MAP OF A PART OF THE CITY OF TACOMA (BURNS AND BLINN ADDITION), as recorded September 24, 1957, records of Pierce County, Washington.

is hereby vacated, and the land so vacated is hereby surrendered and attached to the property bordering thereon, respectively, as a part thereof, and all right or title of the City of Tacoma in and to the portion of the streets so vacated does hereby vest in the owners of the property abutting thereon, all in the manner provided by law; provided however, that there is hereby retained and reserved, pursuant to statutes of the State of Washington, the following easement, to wit:

Retaining and reserving therein easements over the vacated area as follows:

1. The west ten feet of both existing alleys shall be retained as a utility easement for Tacoma Power, together with an

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all-weather access to all facilities, for utility maintenance vehicles.

- 2. A sanitary sewer easement, 20 feet in width and centerline of the existing sanitary sewer line (ten feet on each side of the pipe).

Passed FEB 5 2002

*Curtis Johnson*  
Mayor

Attest:

*Deirdre Serunian*  
City Clerk

Location: Alleys lying between South 21st Street and South 23rd Street from Jefferson Avenue to Tacoma Avenue  
Petitioner: General Services Department/Asset Management  
Vacation Request #124.1140

Approved as to form and legality:

*Jeffrey*  
Assistant City Attorney

Property description approved:

*David Johnson*  
Chief Surveyor  
Public Works Department

38

## Price, Richard

---

**From:** Rossi, Rod  
**Sent:** Wednesday, April 20, 2016 9:08 AM  
**To:** Price, Richard  
**Subject:** FW: Street Vacation 124.1358 - Comments DUE November 6th - City of Tacoma Petitioner  
**Attachments:** ES Comments - Street Vacation 124.1358.pdf

Below are the comments that ES submitted 11/2015. The bold is what has been added to the previous comments.

Let me know if you have any questions.

Rod Rossi  
City of Tacoma - Environmental Services  
Science & Engineering  
326 East D St  
Tacoma, WA 98421  
(253)502-2127

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**From:** Rossi, Rod  
**Sent:** Monday, November 02, 2015 2:14 PM  
**To:** Criswell, Larry  
**Cc:** Dressler, Teresa; Bartlett, Karen  
**Subject:** FW: Street Vacation 124.1358 - Comments DUE November 6th - City of Tacoma Petitioner

Hi Larry,

Listed below are ES responses to the street vacation request.

### Wastewater

- S 23<sup>rd</sup> & Fawcett Ave – Reroute 8” sanitary line down S 23<sup>rd</sup> and connect to 8” sanitary line at S 23<sup>rd</sup> & Jefferson Ave. **If this option is chosen then the 8” WW main will have to be upsized on S Jefferson Ave.**
- S 23<sup>rd</sup> & Court E – Reroute 8” sanitary line down S 23<sup>rd</sup> and connect to sanitary line at S 23<sup>rd</sup> & Jefferson Ave.
- Sanitary lines North of S 23<sup>rd</sup> up to S 21<sup>st</sup> St need to be removed, privatized or abandoned.
- Sanitary line on S Jefferson or S 21<sup>st</sup> St may need to be upsized based on where they connect. **If the development connects at this point the 10” WW main may need to be upsized.**

### Surface Water

- 10” surface water line on Fawcett Ave needs to be removed, privatized or abandoned.

Let me know if you have any questions.

Rod Rossi  
City of Tacoma - Environmental Services  
Science & Engineering  
326 East D St  
Tacoma, WA 98421  
(253)502-2127



**TO: ALL CONCERNED AGENCIES & DEPARTMENTS**

**FROM: RICHARD PRICE  
PUBLIC WORKS /REAL PROPERTY SERVICES**

**SUBJECT: STREET VACATION REQUEST NO. 124.1358**

**DATE: April 18, 2016**

North American Asset Management is petitioning to vacate that portion of Fawcett Avenue lying between South 21<sup>st</sup> and South 23<sup>rd</sup> Streets, as shown on the vicinity maps attached to this email.

Real Property Services previously solicited for Agency Comments on October 21, 2015, under a City initiated vacation action, referenced as the same vacation file number. This petition has been updated to reflect the current developer. Please update any comments previously submitted. It is our understanding the developer intends to submit the preliminary plan sets into the City on April 22, 2016 for review.

As discussed in our last development team meeting, the developer intends to request for the entire portion of Fawcett between South 21<sup>st</sup> and South 23<sup>rd</sup> Street and grant the City an easement over the center 40.0 feet. Please be sure to comment if an easement is satisfactory to protect your interests or if the City needs to retain the center 40.0 feet as right of way.

As part of this request the City will require a street dedication of 17.0 feet lying on the northerly side of South 23<sup>rd</sup> Street lying between Fawcett Ave. and Tacoma Avenue.

In order to be considered, your comments must be received by **Real Property Services, TMB, Room 737, by April 29, 2016**. If your comments are not received by that date, it will be understood that the office you represent has no interest in this matter.

- Attachment(s)
- AT&T Broadband
- Pierce Transit
- Puget Sound Energy
- Qwest Communications
- Fire Department
- Police Department
- TPU/Power/T&D
- TPU/Water/LID
- PW/Director (3)
- PW/BLUS (2)

RESPONSE

\_\_\_\_\_ No Objections

X \_\_\_\_\_ Comments Attached

4-20-16

Date

Richard W. Ross

Signature

Richard W. Ross

PW/Construction  
PW/Engineering  
PW/Engineering/LID  
PW/Engineering/Traffic  
PW/Environmental Services  
PW/Solid Waste  
PW/Street & Grounds  
Tacoma Economic Development  
Click! Network

ES. S & E

Department



**Price, Richard**

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**From:** Coyne, Richard  
**Sent:** Wednesday, April 20, 2016 10:19 AM  
**To:** Price, Richard  
**Subject:** RE: Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

No objections from SWM

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**From:** Price, Richard  
**Sent:** Tuesday, April 19, 2016 4:37 PM  
**To:** Adams, Monica (Pierce Transit); Angel, Jesse; Barnes, Maureen; Bateman, Joy; Bishop, Dori; Boudet, Brian; Cantrel, Aaron; Chris Mantle; Coffman, James; Coyne, Richard; Danby, Marilyn; Dykas, Veronica; Erickson, Ryan; Ferrell, Phil; Fletcher, Gloria; Harrison, Dylan; Howatson, James; Jeff Lawrey; Rusler, Jeffrey; Kammerzell, Jennifer; Kingsolver, Kurtis; Larson, Tracy; Luchini, Melissa; Martinson, John; Reynolds, Tanara ; Simpson, Sue; Smith, Anne; Trohimovich, Merita  
**Subject:** Agency Comments - Vacation File No. 124.1358 - Comments due 4/29/16

To Agency Reviewer,

Please review the attached memo and map exhibits for the proposed Street Vacation Petition 124.1358, as requested by North American Asset Management, LLC, and provide comments for your respective utility/agency **on or before April 29, 2016**.

Please email me with any questions you may have.

Thank you,

*Richard A. Price, SR/WA*  
*Senior Real Estate Officer*  
*Public Works/Facilities Management/*  
*Real Property Services*  
*(253) 591-5515 Office*  
*(253) 594-7941 Fax*

**Price, Richard**

**From:** Diekmann, Joshua  
**Sent:** Wednesday, May 11, 2016 10:57 AM  
**To:** Kidd, Brennan; Kammerzell, Jennifer; Belk, Justin; Brown, Dana; Daniels, Tyler; Larson, Chris; Lindahl, Rachel  
**Cc:** Price, Richard  
**Subject:** RE: Fawcett street vacation staff report

Good comments, Brennan. The arterial comment, in particular, is important—I believe removing it from 11.05.490 must be done before the vacation can commence.

Rich—I am bringing 11.05 before IPS in June, and could add this (from 17<sup>th</sup> to 25<sup>th</sup>, most likely) to the list for code changes this summer. Will this work for your timeline?

Josh

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**From:** Kidd, Brennan  
**Sent:** Tuesday, May 10, 2016 1:40 PM  
**To:** Diekmann, Joshua; Kammerzell, Jennifer; Belk, Justin; Brown, Dana; Daniels, Tyler; Larson, Chris  
**Cc:** Price, Richard  
**Subject:** RE: Fawcett street vacation staff report

I skimmed through this briefly...

Under Section F, it says that Fawcett is classified as a residential street, but GovME shows it as an "Unclassified Arterial" (and it's listed the same under 11.05.490).

Street Ops probably has an updated pavement rating from the Pavement Management System/Modeling work, rather than the 2006 rating cited.

Brennan

---

**From:** Diekmann, Joshua  
**Sent:** Thursday, May 05, 2016 7:45 PM  
**To:** Kammerzell, Jennifer; Kidd, Brennan; Belk, Justin; Brown, Dana; Daniels, Tyler; Larson, Chris  
**Subject:** Fwd: Fawcett street vacation staff report

FYI

**RECEIVED  
AT HEARING**

**MAY 12 2016**

Sent from my Verizon Wireless 4G LTE smartphone

**HEARING EXAMINER**

----- Original message -----

From: "Price, Richard" <[RPRICE@ci.tacoma.wa.us](mailto:RPRICE@ci.tacoma.wa.us)>

Date: 05/05/2016 7:32 PM (GMT-08:00)

To: "Don Mellott" <[DMellott@bcradesign.com](mailto:DMellott@bcradesign.com)> (<[DMellott@bcradesign.com](mailto:DMellott@bcradesign.com)>) <[DMellott@bcradesign.com](mailto:DMellott@bcradesign.com)>

**EX.17**

**ORIGINAL**

RECEIVED  
AT HEARING

MAY 12 2016

HEARING EXAMINER

**APPENDIX C: CITY 6.4 ACRE SITE TRANSPORTATION IMPACT STUDY**



**ORIGINAL**

Ex. 18

## MEMORANDUM

RECEIVED  
AT HEARING

MAY 18 2016

Date: March 1, 2016  
To: Albert Sze, North America Asset Management Group  
From: Dan Grayuski, Fehr & Peers  
Subject: **City 6.4 Acre Site – Transportation & Parking Impact Assessment**

SE15-0413

This memorandum describes the transportation and parking impacts of the proposed development at the City 6.4 Acre Site in the Tacoma Brewery District. This evaluation was completed as part of the Brewery District Transportation Study which includes the subarea bounded by S 13th Street, S 25th Street, S Yakima Avenue, and I-705. This memorandum focuses on the area most affected by the proposed site. Additional details, including maps, may be found in the Brewery District Transportation Study.

The City 6.4 Acre Site is located on the parcels bounded by S 21st Street to the north, S 23rd Street to the south, Tacoma Ave S to the west, and Jefferson Ave to the east. The proposed development would include:

- 368 residential units
- 195,000 square feet of retail use
- 90,000 square feet of office use
- 486 parking stalls for residents, employees, and customers of the development

S Fawcett Avenue currently bisects the site in the north-south direction. The conceptual plan, shown in **Figure 1** for development assumes that S Fawcett Avenue would be vacated, and a linear plaza allowing pedestrian, bicycle, and emergency vehicle access would be in its place. A circular driveway along the S Fawcett Avenue alignment would provide a loading/unloading zone.

EX. 18





At the time of this evaluation, the conceptual plan indicates that vehicles would enter the site's parking garage from Jefferson Avenue S, and exit to Jefferson Avenue S and S 23rd Street. Maintenance vehicles would use a southbound alley on the western half of the site.

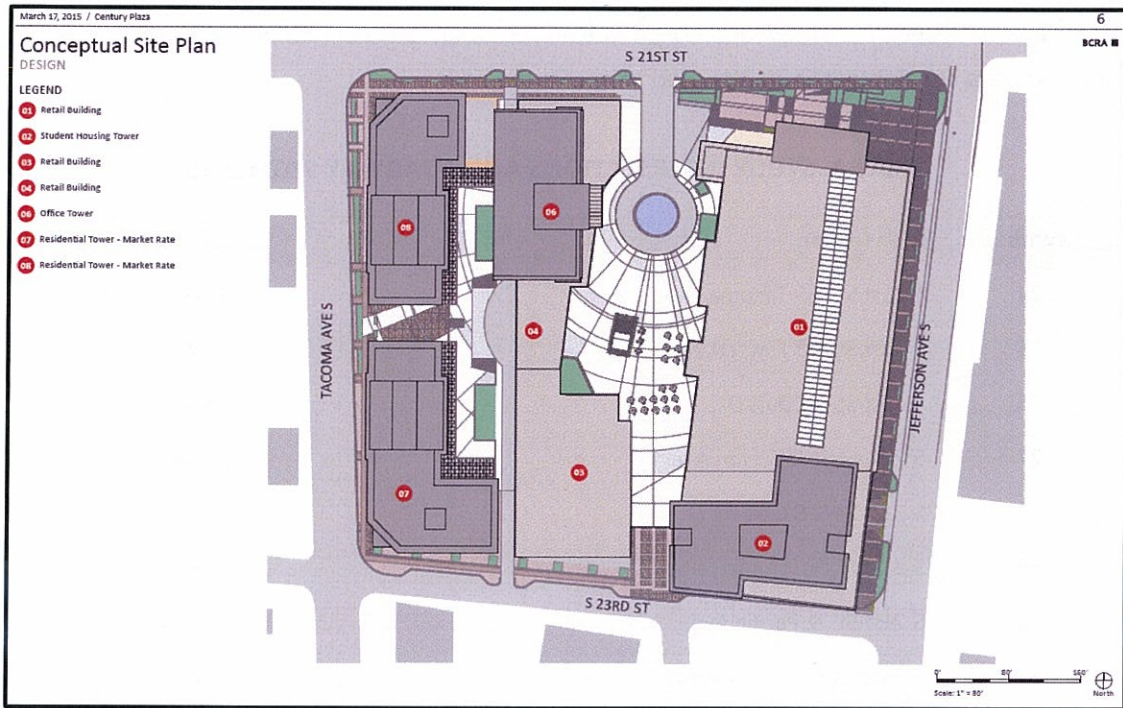


Figure 1. Conceptual Site Plan, BCRA.



## STUDY AREA

**Table 1** summarizes the relevant study intersections in the study area. Note that the study intersection numbers match those used in the Brewery District Transportation Study, as shown in **Figure 2**. Intersections 24-27 and 31-33 are immediately adjacent to the site; the remaining intersections are along main routes used to access the site.

**TABLE 1. STUDY INTERSECTIONS AND ROADWAY SEGMENTS**

Number	Intersection	Control
24	S 21st St & S Tacoma Ave	TWSC
25	S 21st St & S Fawcett Ave	TWSC
26	S 21st St & Court D	TWSC
27	S 21st St & Jefferson Ave	Signalized
28	S 21st St & S C St	TWSC
29	S 21st St & Commerce St	TWSC
30	S 21st St & Pacific Ave	Signalized
31	S 23rd St & S Tacoma Ave	TWSC
32	S 23rd St & S Fawcett Ave	TWSC
33	S 23rd St & Jefferson	TWSC
41	S 25th St & Jefferson Ave	Signalized
42	S 25th St & S C St	Signalized
43	S 25th St & Pacific Ave	Signalized

Notes: 1. Study intersection numbers match those used in the Brewery District Transportation Study.  
 2. TWSC = Two-way stop control

Source: Fehr & Peers, 2015.





**Figure 2. Study Intersections**





## EXISTING CONDITIONS

To establish the existing transportation conditions in the vicinity of the site, we collected PM peak hour turning movement counts in October 2015. The existing counts indicate the study area has a PM peak hour of 4:30-5:30 PM when traffic is most congested. As such, that is the analysis hour for this study. The traffic count data is included in the Appendix of the Brewery District Transportation Study. The traffic count data was used to evaluate operations using two methodologies: roadway segment level of service and intersection level of service.

### Roadway Segment Level of Service

The City of Tacoma adopted LOS standards in the Transportation Element of the Comprehensive Plan for areas within Designated Centers. The project site falls within the Downtown Designated Center. The concurrency standard is determined by the volume-to-capacity (v/c) ratio of the Arterial Lane Miles (ALM). The City's standard states that 85 percent of ALM must have no greater than a 0.99 v/c ratio. This equates to at least 85 percent of ALM operating at LOS E or better.

All of the roadway segments adjacent to the site currently operate at LOS C or better. Just north of the site, southbound Market Street between S 19th and S 21st Streets operates at LOS E.

### Intersection Level of Service

Methods described in the Highway Capacity Manual (Transportation Research Board 2010) are used to calculate the LOS for signalized and stop-controlled intersections. For the purposes of this study, a LOS E intersection LOS standard is used. This is consistent with the roadway segment level of service standard. **Table 2** summarizes the findings of the existing conditions traffic operations assessment.

Two of the intersections adjacent to the site on S 21st Street currently operate at LOS F, along with a third intersection further east of S 21st Street. All three of these intersections are unsignalized, with stop signs on the minor streets only. They are located on the S 21st Street corridor which has lengthy eastbound queues caused by vehicles accessing SR 509 and I-705. During field observations, the queue stretched to Tacoma Avenue S, a condition which was replicated within the traffic operations model's micro-simulation component. All other study intersections operate at LOS D or better.





**TABLE 2. EXISTING TRAFFIC OPERATIONS**

Number	Intersection	Control	Level of Service (LOS / Seconds of Delay)
24	S 21st St & S Tacoma Ave	TWSC	<b>F / &gt;150</b>
25	S 21st St & S Fawcett Ave	TWSC	<b>F / 69</b>
26	S 21st St & Court D	TWSC	B / 11
27	S 21st St & Jefferson Ave	Signalized	B / 19
28	S 21st St & S C St	TWSC	<b>F / 65</b>
29	S 21st St & Commerce St	TWSC	C / 16
30	S 21st St & Pacific Ave	Signalized	D / 52
31	S 23rd St & S Tacoma Ave	TWSC	B / 11
32	S 23rd St & S Fawcett Ave	TWSC	B / 10
33	S 23rd St & Jefferson	TWSC	B / 10
41	S 25th St & Jefferson Ave	Signalized	B / 20
42	S 25th St & S C St	Signalized	B / 20
43	S 25th St & Pacific Ave	Signalized	C / 34

Notes: 1. Study intersection numbers match those used in the Brewery District Transportation Study.  
 2. TWSC = Two-way stop control

Source: Fehr & Peers, 2015.

### **Pedestrian, Bicycle and Transit Facilities**

Sidewalks are provided on most sections of roadway near the site. They are missing on a portion of S 21st Street and S 23rd Street immediately adjacent to the site as well as several nearby segments. S Fawcett Avenue is designated as a bicycle boulevard, including through the proposed site. The Brewery District is served by three transit agencies: Pierce Transit, Intercity Transit (serving primarily Thurston County to the southwest), and Sound Transit. Bus routes run adjacent to the site on Tacoma Avenue S and S Jefferson Avenue.



## Parking

Parking occupancy surveys were collected in October 2015. The peak parking hour within the Brewery District occurred between noon and 1 PM. Within the subarea, there is paid on-street parking east of Market Street between S 13th and S 21st Streets.

The locations with the highest concentration of on-street parking utilization within or adjacent to the site are S Fawcett Ave (through the site), S 21st Street and S 23rd Street between S Fawcett Avenue and S Jefferson Avenue, and S Jefferson Avenue between S 21st and 23rd Streets. Some nearby blocks to the north and east also experience very high parking utilization.

## TRIP GENERATION

We assessed the amount of additional vehicle traffic that the project would create and analyzed the effect of these additional trips on the local transportation system. **Table 3** summarizes the estimated trip generation for the project.

Trip generation was estimated using MainStreet, an enhanced trip generation tool that integrates traditional trip generation methods with modern knowledge and current practices to more accurately estimate vehicle trips. MainStreet accounts for the unique environmental characteristics of the project site including demographics, diversity of land uses, access to transit, and intersection density. Rather than provide land use-specific trip rates, MainStreet considers the mix of proposed land uses and provides an aggregate trip generation estimate that accounts for travel that would occur within the site itself.

**TABLE 3. PROPOSED LAND USE**

Land Use	Units/Square Feet	Daily Trips	PM Peak Hour Trips
Residential	368 units		
Retail	195,000 sq ft	8,741	677
Office	90,000 sq ft		

Source: Fehr & Peers, 2015.

Once the project is fully built, an additional 8,741 vehicle trips per day would be added to the local transportation network. During the PM peak hour, the project would generate an additional 677 trips.



## TRIP DISTRIBUTION

The trips generated by the project were assigned to area roadways using the travel patterns reflected in the City of Tacoma's travel demand model. The trip distribution is generally:

- 37 percent to and from the east via S 24th and S 25th Streets
- 20 percent to and from the south via Jefferson and Pacific Avenues
- 17 percent to and from I-705 and SR 509
- 15 percent to and from the west via S 25th Street
- 11 percent to and from the north via Tacoma Avenue S

Of the 677 trips generated by the project, 321 would be inbound and 356 would be outbound. In coordination with the City's Brewery District Transportation Study, project traffic was applied to a 2022 horizon year.

## FINDINGS

The Brewery District Transportation Study includes a roadway segment LOS evaluation of the 2022 cumulative scenario, which includes development of the City 6.4 acre site. Most arterial segments in the vicinity of the project are expected to operate at LOS C or better. The segment of Market Street between S 19th and S 21st Streets is an exception, with the northbound direction expected to operate at LOS D and the southbound direction at LOS F. However, very little traffic on those segments is associated with this project. Eastbound S 21st Street between S Fawcett Avenue and Market Street is expected to operate at LOS D. The overall percentage of Arterial Lane Miles at LOS E or better within the Brewery District is 99 percent, well above the 85 percent threshold.

**Table 4** summarizes the intersection level of service in 2022 with and without the project. The intersections along S 21st Street that operate at LOS F under existing conditions are still expected to operate at LOS F in the future: S Tacoma Avenue, S Fawcett Avenue, and S C Street. In addition, the S 21st Street/Pacific Avenue intersection is expected to fall to LOS F by 2022. This would occur with or without the project, although the project's traffic would add approximately three seconds (a three percent increase) to the average intersection delay.

Project traffic would add up to 16 seconds of delay (representing a 89 percent increase in delay at S 25th Street and Pacific Avenue) to other nearby intersections. While the project would cause





several study intersections to fall from LOS B to LOS C, it would not result in any intersections that were meeting the LOS E standard without the project to fall to LOS F with the project.

**TABLE 4. 2022 TRAFFIC OPERATIONS**

Number	Intersection	Control	Level of Service (LOS / Seconds of Delay)	
			Without Project	With Project
24	S 21st St & S Tacoma Ave	TWSC	F / >150	F / >150
25	S 21st St & S Fawcett Ave	TWSC	F / >150	F / 72
26	S 21st St & Court D	TWSC	B / 12	B / 12
27	S 21st St & Jefferson Ave	Signalized	C / 22	C / 26
28	S 21st St & S C St	TWSC	F / >150	F / >150
29	S 21st St & Commerce St	TWSC	C / 21	C / 23
30	S 21st St & Pacific Ave	Signalized	F / 92	F / 95
31	S 23rd St & S Tacoma Ave	TWSC	B / 11	C / 21
32	S 23rd St & S Fawcett Ave	TWSC	B / 11	B / 11
33	S 23rd St & Jefferson	TWSC	B / 11	B / 14
41	S 25th St & Jefferson Ave	Signalized	B / 16	C / 20
42	S 25th St & S C St	Signalized	C / 24	C / 29
43	S 25th St & Pacific Ave	Signalized	B / 18	C / 34

Notes: 1. Study intersection numbers match those used in the Brewery District Transportation Study.  
 2. TWSC = Two-way stop control

Source: Fehr & Peers, 2015.

The Jefferson Avenue driveway is assumed to have two egress lanes to accommodate the forecasted auto traffic. With that configuration, the driveway is expected to operate at LOS E with eastbound left turns experiencing the highest delay due to heavy volumes on Jefferson Avenue. The S 23rd Street driveway is expected to operate at LOS B given the lower auto volumes.

This project was also analyzed as part of a cumulative 2040 scenario, which includes substantial growth within the Brewery District and citywide. While the 8,741 daily trips generated by the project site are a substantial and measurable component of the trips analyzed within the Brewery





District study area, they are a small percentage of overall trips in the context of the larger subarea study. Therefore, cumulative 2040 transportation conditions are discussed at a high level in the Brewery District Transportation Study, but intersection level LOS forecasts are not included within this impact assessment.

### **System Completeness**

The City of Tacoma recently adopted a new multimodal concurrency metric: system completeness. The underlying policy is that the City will build the transportation system as defined in the TMP at a rate equal to or ahead of the pace of development during the planning horizon. This is determined by comparing the progress of development completion and infrastructure completion in relation to the City's 2040 goals.

The total land use growth proposed to occur in the Brewery District by 2022 accounts for roughly 14.4 percent of the 2040 growth assumed in the TMP; approximately 5.7 percent of the 2040 growth is attributable to this project.

**Table 5** summarizes the funds expected to be spent on Tier 1 projects within the Brewery District by year 2022 and 2040.<sup>1</sup> One Tier 1 project is proposed to be in place by 2022:

- Prairie Line Trail Phase I – extend Prairie Line Trail along the BNSF railroad track from UWT to Dock Street.

This project is estimated to cost \$4,421,000, representing 12.5 percent of the project dollars planned to be spent in the Brewery District by 2040. This evaluation indicates that an additional \$682,300 would need to be invested into the Brewery District's transportation infrastructure by 2022 to keep pace with the currently planned development and meet the City's concurrency requirement. The 6.4 Acre Site accounts for approximately 39.2 percent of the currently planned development. That share applied to the gap of \$682,300 is approximately \$267,700.

The following section identifies various improvements in the vicinity of the site, including along S 21st Street. Because those improvements are part of the City's planned auto priority network, the value of the developer's investment in these improvements should be credited to the system completeness share.

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<sup>1</sup> Only Tier 1 projects from the 2040 Project List are included because costs are not available for all non-Tier 1 projects.



**TABLE 5. 2022 SYSTEM COMPLETENESS**

Year	Source	Project Dollars
2022	CTIP 2016-2021	\$4,421,000
2040	TMP 2040 Project List	\$35,418,000
Proportion		12.5%

Source: CTIP 2016-2021 and TMP 2040 Project List.

Note: The 2040 Project List total includes projects that are principally located within the Brewery District or a proportional share of key corridor projects that stretch outside the study area. There are other projects that would benefit the Brewery District, but were located largely outside the study area and therefore are not counted toward the total.

## RECOMMENDATIONS

The Brewery District Transportation Study summarizes recommendations for improvements throughout the study area. Those that are related, at least in part, to increases in traffic generated by the City 6.4 Acre site are discussed here.

### **21st Street Widening**

The City of Tacoma's 25-Year Project List includes plans to widen S 21st Street along the northern border of the City 6.4 Acre Site. Therefore, frontage improvements along S 21st Street should be constructed in a manner consistent with the planned widening and the developer should contribute their fair share to the widening project based on the expected increase in volume generated by the project.

### **Vacation of S Fawcett Avenue**

S Fawcett Avenue is currently designated as a bicycle boulevard throughout the study area. Development of this project could partially vacate S Fawcett Avenue between S 21st and S 23rd Streets, altering the existing bicycle facility as well as prohibiting through vehicle traffic. The current design concept includes a wide plaza that would accommodate pedestrian and bicycle travel, as well as emergency vehicles, through the mixed use site.

*Treatments through the City 6.4 Acre Site.* Closing S Fawcett Avenue to vehicle traffic through the City 6.4 Acre Site presents an opportunity to create a bicycle and pedestrian friendly pathway connecting S 21st and S 23rd Streets. One option is to have a shared use path, with pedestrians





and bicyclists traveling in the same space. Cities have used rights-of-way ranging between 10 and 20 feet to construct shared use paths. Such a path would require bicycles to travel slowly through the space, creating a more comfortable environment for pedestrians.



Source: Google Earth, 16th Street & Platt Street in Denver, Colorado.

Another option is a separated path for bicycles and pedestrians. Using different materials to distinguish between the two paths is advised, with a minimum right-of-way between 15 and 25 feet, depending on whether bicycle traffic is also split by direction. The example shown below is from Allen St in New York City (although the City 6.4 Acre Site would not have vehicle traffic alongside the pedestrian and bicycle paths). The bicyclists are separated by an environmental barrier, making it a pleasant experience for both modes.



Source: Jacob Mason, Streetsblog NYC.

### *S 21st Street & S Fawcett Avenue*

At this location, S 21st Street is currently stop-controlled and S Fawcett Avenue has the right of way. The City 6.4 Acre Site will be developed on the south side of this intersection, with S Fawcett Avenue partially vacated through the site and S 21st Street widened through this intersection (between Tacoma Avenue S and Market Street). Due to the change in travel patterns and intersection operations, it is recommended that a signal or pedestrian hybrid beacon (also called a HAWK) be implemented to accommodate pedestrians and bicycles along the S Fawcett Avenue bicycle boulevard crossing S 21st Street. The developer should contribute a proportionate share of the crossing treatment cost, applying the same proportion as is identified for frontage improvements.

A hybrid beacon that is actuated by the crossing pedestrians and/or cyclists is shown below. This treatment would allow traffic on S 21st Street to have unimpeded flow the majority of the time while also providing an enhanced crossing treatment for the bicycle boulevard.





Source: NACTO Urban Bikeway Design Guide

### *S 23rd Street & S Fawcett Street*

The City 6.4 Acre Site development would require a change at the S 23rd Street/S Fawcett Avenue intersection. Due to the partial vacation of S Fawcett Avenue, only pedestrians and bicycles would be approaching the intersection from the north, and the dominant auto volume flow would be in the eastbound and westbound directions. Therefore, side-street stop control is recommended on the north and south approaches with a Rectangular Rapid Flashing Beacon (RRFB) on S 23rd Street to increase driver yielding rates.

### *S 21st Street & Tacoma Avenue S*

This minor street stop-controlled intersection currently operates at LOS F on the westbound approach, a delay which would increase in the future, in part due to traffic generated in the northbound through and southbound left movements by the City 6.4 Acre Site. However, that intersection would operate at LOS F even without this development. Traffic volumes on Tacoma Avenue S can make through and left turn movements difficult from S 21st Street. The analysis indicated that this location may meet a signal warrant by 2022. Moreover, the City 6.4 Acre site is



expected to be constructed by 2022. Accordingly, the frontage improvements along the south side of S 21st Street between Tacoma Avenue S and Market Street should be completed in a manner consistent with the planned widening. The City and 6.4 Acre site developers should monitor volumes and consider constructing a signal in conjunction with the planned frontage improvements, with the developer contributing their fair share based on the expected increase in volume generated by the project.

#### *S 21st Street & S C Street*

In this location, S 21st Street has the right of way with the minor cross street of S C Street stop-controlled. Left turn and through movements through the five-lane S 21st Street is difficult from S C Street, resulting in LOS F operations either with or without this development. The through and left turn movement volumes from S C Street represent a very small proportion of the intersection's traffic. This intersection currently has a flashing beacon due to the high pedestrian demand for crossing at this location; this is due in large part to UWT students walking between campus and their parked cars. In addition, this intersection may act as the interim crossing location for the Prairie Line Trail before a grade separation is constructed. If so, this location would experience even higher demand when the Prairie Line Trail is extended to the south. Although this intersection may not meet a standard signal warrant, a signal is recommended at this location to facilitate safe pedestrian and bicycle travel, especially given the limited sight distance. A signal would provide the added benefit of reducing delay for vehicles entering from S C Street. Due to the closely spaced intersections, the signals along S 21st Street would need to be coordinated to provide efficient operations along the corridor, as well as create downstream capacity for vehicles turning from S C Street onto S 21st Street.

#### *S 21st Street & Pacific Avenue*

The intersection of S 21st Street & Pacific Avenue is expected to fall to LOS F by 2022 due to increased auto volumes. The intersection would operate at LOS F without the development; with the project, the average delay at the intersection would increase by three seconds. This intersection is already built out and accommodates Link light rail as well as the entry way to the I-705/SR 509 Single Point Urban Interchange (SPUI). One potential option for improving traffic operations would be re-evaluating signal operations, including the exclusive priority given the Link light rail and the potential for Intelligent Transportation System (ITS) measures. No intersection modifications are recommended at this location.





## **Parking**

This project proposes to build 486 parking spaces for Phase 1; additional parking would likely be constructed for Phase 2. The on-site parking provided by the developer is expected to accommodate demand under typical operating circumstances. There may be occasional times when demand exceeds supply. It is recommended that the developer implement Transportation Demand Management (TDM) measures to reduce any off-site parking impacts, including partnerships with UWT, Downtown on the Go, or Pierce Transit; provisions for parking in another location; or financial support for expansion of the existing parking management zones. Additional information on TDM measures may be found in Tacoma's TMP.

As described in Tacoma's municipal code, there is a Reduced Parking Area (RPA), located between 6th Avenue and S 23rd Street, and between Dock Street and Tacoma Avenue. Within that area, the City does not have minimum off-street parking stall quantity requirements (TMC 13.06A.065.6.B.1). Because the proposed development is within the RPA, the parking provision conforms to code. The TMC does require bicycle parking in this area. For Phase 1 of this development, the TMC would require 168 bicycle parking spaces. Phase 2 would require 114 to 139 bicycle parking spaces, depending on if the Phase 1 spaces are accessible to the second phase of residential development.

The partial vacation of S Fawcett Avenue would remove two block faces of parallel parking. These spaces are currently in high demand, with utilization over 85 percent during the peak parking hour. That demand would shift to nearby streets, increasing utilization in the surrounding areas.

**APPENDIX D: CONVENTION CENTER HOTEL TRANSPORTATION  
IMPACT STUDY**







## MEMORANDUM

Date: March 1, 2016  
To: George Lenex, Project Management Advisors  
From: Dan Grayuski, Fehr & Peers  
Subject: **Convention Center Hotel – Transportation & Parking Impact Assessment**

*SE15-0413*

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This memorandum describes the transportation and parking impacts of the proposed development of a hotel and residential development adjacent to the Tacoma Convention Center in Tacoma's Brewery District. This evaluation was completed as part of the Brewery District Transportation Study which includes the subarea bounded by S 13th Street, S 25th Street, S Yakima Avenue, and I-705. This memorandum focuses on the area most affected by the proposed site. Additional details, including maps, may be found in the Brewery District Transportation Study.

The Convention Center Hotel is located on the parcel just south of the existing Tacoma Convention Center bounded by S Commerce Street to the east, Court C to the west, and S 17th Street to the south. The proposed development would include:

- 300 hotel rooms (Phase 1)
- 8,250 square feet of retail use (Phase 1)
- 15,850 square feet of conference space (Phase 1)
- 298 parking stalls (Phase 1)
- 200 residential units (Phase 2)

The site plan for the development is shown below in **Figure 1**.

At the time of this evaluation, the Phase 1 site plan indicates that vehicles would enter the site's parking garage from S Commerce Street, Broadway, and Court C, with exits onto Broadway and

Court C. Loading access would be via Market Street to the existing Convention Center loading dock on the west side of the site.

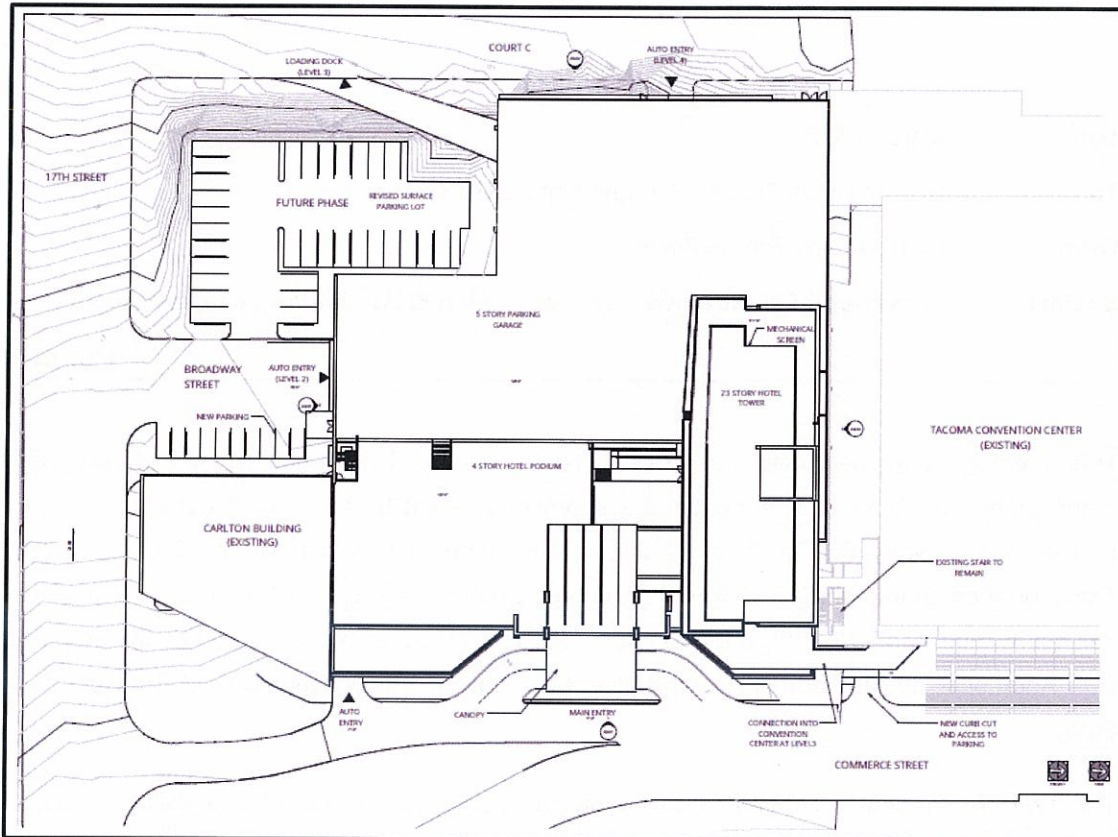


Figure 1. Site Plan, Ankrom Moisan Architects.

There was no Phase 2 site plan available at the time of this evaluation. For analysis purposes, it was assumed that the residential development would include vehicle access from Court C and Market Street.

## STUDY AREA

**Table 1** summarizes the relevant study intersections in the study area. Note that the study intersection numbers match those used in the Brewery District Transportation Study, as shown in **Figure 2**. Intersections 5-8 and 12-16 are in the immediate vicinity of the site; the remaining intersections are along main routes used to access the site.

**TABLE 1. STUDY INTERSECTIONS AND ROADWAY SEGMENTS**

Number	Intersection	Control
1	S 13th St & Pacific Ave	Signalized
5	S 15th St & Market St	Signalized
6	S 15th St & Court C	TWSC
7	S 15th St & S Commerce St	Signalized
8	S 15th St & Pacific Ave	Signalized
10	S 17th St & Tacoma Ave	TWSC
12	S 17th St & Market St	TWSC
13	S 17th St & Court C	TWSC
14	S 17th St & Broadway	TWSC
15	S 17th St & S Commerce St	TWSC
16	S 17th St & Pacific Ave	Signalized
30	S 21st St & Pacific Ave	Signalized

Notes: 1. Study intersection numbers match those used in the Brewery District Transportation Study.  
2. TWSC = Two-way stop control

Source: Fehr & Peers, 2015.





Figure 2. Study Intersections



## EXISTING CONDITIONS

To establish the existing transportation conditions in the vicinity of the site, we collected PM peak hour turning movement counts in October 2015. The existing counts indicate the study area has a PM peak hour of 4:30-5:30 PM when traffic is most congested. As such, that is the analysis hour for this study. The traffic count data is included in the Appendix of the Brewery District Transportation Study. The traffic count data was used to evaluate operations using two methodologies: roadway segment level of service and intersection level of service.

### **Roadway Segment Level of Service**

The City of Tacoma adopted LOS standards in the Transportation Element of the Comprehensive Plan for areas within Designated Centers. The project site falls within the Downtown Designated Center. The concurrency standard is determined by the volume-to-capacity (v/c) ratio of the Arterial Lane Miles (ALM). The City's standard states that 85 percent of ALM must have no greater than a 0.99 v/c ratio. This equates to at least 85 percent of ALM operating at LOS E or better.

All of the roadway segments adjacent to the site currently operate at LOS C or better. To the south of the site, southbound Market Street between S 19th and S 21st Streets operates at LOS E.

### **Intersection Level of Service**

Methods described in the Highway Capacity Manual (Transportation Research Board 2010) are used to calculate the LOS for signalized and stop-controlled intersections. For the purposes of this study, a LOS E intersection LOS standard is used. This is consistent with the roadway segment level of service standard. **Table 2** summarizes the findings of the existing conditions traffic operations assessment.

S 17th Street is two-way stop controlled at Market Street and currently operates at LOS D during the peak hour due to delays for westbound left-turns caused by insufficient gaps in north-south traffic. The remaining intersections adjacent to the proposed development operate at LOS B. The signalized intersection of S 21st Street and Pacific Avenue which provides access to SR 509 and I-705 also operates at LOS D.

**TABLE 2. EXISTING TRAFFIC OPERATIONS**

Number	Intersection	Control	Level of Service (LOS / Seconds of Delay)
1	S 13th St & Pacific Ave	Signalized	C / 25
5	S 15th St & Market St	Signalized	B / 16
6	S 15th St & Court C	TWSC	B / 10
7	S 15th St & Commerce St	Signalized	B / 12
8	S 15th St & Pacific Ave	Signalized	B / 19
10	S 17th St & Tacoma Ave	TWSC	C / 18
12	S 17th St & Market St	TWSC	D / 33
13	S 17th St & Court C	TWSC	B / 11
14	S 17th St & Broadway	TWSC	B / 12
15	S 17th St & Commerce St	TWSC	B / 13
16	S 17th St & Pacific Ave	Signalized	B / 13
30	S 21st St & Pacific Ave	Signalized	D / 52

Notes: 1. Study intersection numbers match those used in the Brewery District Transportation Study.  
2. TWSC = Two-way stop control

Source: Fehr & Peers, 2015.

**Pedestrian, Bicycle and Transit Facilities**

Sidewalks are provided on nearly all sections of roadway near the site, including all of the segments directly adjacent to the site. Sidewalk is missing on the east side of Court C between S 17th Street and S 19th Street to the south of the site. S Fawcett Avenue is designated as a bicycle boulevard to the west of the site, and Pacific Ave has shared lane markings to the east of the site. The planned Prairie Line Trail extension will provide an additional bike and pedestrian connection to the waterfront from the development site. The Brewery District is served by three transit agencies: Pierce Transit, Intercity Transit (serving primarily Thurston County to the southwest), and Sound Transit. Tacoma Link Light Rail runs directly adjacent to the site on Commerce Street including a stop at Commerce Street and S 15th Street near the Convention Center.

## Parking

Parking occupancy surveys were collected in October 2015. The peak parking hour within the Brewery District occurred between noon and 1 PM. Within the subarea, there is paid on-street parking east of Market Street between S 13th and S 21st Streets.

S 15th Street, Court C, and Commerce Street have no on-street parking directly adjacent to the Convention Center and proposed hotel. Most of the paid parking areas in close vicinity of the site have utilization below 85%, while some nearby blocks to the west outside of the metered parking area experience very high parking utilization.

## TRIP GENERATION

We assessed the amount of additional vehicle traffic that the project would create and analyzed the effect of these additional trips on the local transportation system. **Table 3** summarizes the estimated trip generation for the project.

Trip generation was estimated using MainStreet, an enhanced trip generation tool that integrates traditional trip generation methods with modern knowledge and current practices to more accurately estimate vehicle trips. MainStreet accounts for the unique environmental characteristics of the project site including demographics, diversity of land uses, access to transit, and intersection density. Rather than provide land use-specific trip rates, MainStreet considers the mix of proposed land uses and provides an aggregate trip generation estimate that accounts for travel that would occur within the site itself.

**TABLE 3. PROPOSED LAND USE**

Land Use	Units/Square Feet	Daily Trips	PM Peak Hour Trips
Hotel Rooms (Phase 1)	300 units		
Retail (Phase 1)	8,250 sq ft	2,151	91
Conference Space (Phase 1)	15,850 sq ft		
Residential (Phase 2)	200 units	1,129	124

Source: Fehr & Peers, 2015.

Once Phase 1 of the project is built, 2,151 vehicle trips per day would be added to the local transportation network. Upon completion of Phase 2, 1,129 vehicle trips per day would be added



to the network. During the PM peak hour, the project would generate an additional 91 and 124 trips in Phases 1 and 2, respectively.

## TRIP DISTRIBUTION

The trips generated by the project were assigned to area roadways using the travel patterns reflected in the City of Tacoma's travel demand model. The trip distribution is generally:

- 33 percent to and from I-705 and SR 509
- 29 percent to and from the north via Tacoma Avenue S, and Market and Commerce Streets
- 18 percent to and from the south via Court C, Jefferson, and Pacific Avenues
- 16 percent to and from the west via S 15th and 17th Streets
- 4 percent to and from the east via Puyallup Avenue and S 25th Street

Of the 215 PM peak hour trips generated by the project in Phase 1 and 2, 121 would be inbound and 94 would be outbound. In coordination with the City's Brewery District Transportation Study, project traffic was applied to a 2022 horizon year.

## FINDINGS

The Brewery District Transportation Study includes a roadway segment LOS evaluation of the 2022 cumulative scenario, which includes the assumed development of both phases of the Convention Center Hotel project. Most arterial segments in the vicinity of the project are expected to operate at LOS C or better. The segment of Market Street between S 19th and S 21st Streets is an exception, with the northbound direction expected to operate at LOS D and the southbound direction at LOS F. Eastbound S 21st Street between S Fawcett Avenue and Market Street is also expected to operate at LOS D. However, despite the project slightly contributing to the overall intersection demand, very little traffic on those segments is associated with this project. The overall percentage of Arterial Lane Miles at LOS E or better within the Brewery District is 99 percent, well above the 85 percent threshold.

**Table 4** summarizes the intersection level of service in 2022 with and without the project by phase. The intersections of S 17th Street/Market Street, and S 21st Street/Pacific Avenue which currently operate at LOS D are expected to fall to LOS F by 2022. This would occur with or without the project, although the project's traffic would add minimally to the average intersection delay.



Project traffic would add between zero and four seconds of delay to other nearby intersections. Most of those intersections would continue to operate acceptably even with the added project traffic. However, the project would result in one intersection falling below the LOS E standard. The intersection of S 17th Street and Tacoma Avenue which currently operates at LOS C is expected to fall to LOS E by 2022 without the project. Construction of Phase 1 of the project would result in three seconds of additional delay, keeping the intersection at LOS E. However, the additional trip generated by Phase 2 of the project would increase the average delay by an additional second, pushing to intersection to LOS F.

**TABLE 4. 2022 TRAFFIC OPERATIONS**

Number	Intersection	Control	Level of Service (LOS / Seconds of Delay)		
			Without Project	With Phase 1	With Phases 1 & 2
1	S 13th St & Pacific Ave	Signalized	C / 25	C / 25	C / 25
5	S 15th St & Market St	Signalized	B / 17	B / 17	B / 17
6	S 15th St & Court C	TWSC	B / 12	B / 12	B / 13
7	S 15th St & Commerce St	Signalized	A / 10	A / 10	A / 10
8	S 15th St & Pacific Ave	Signalized	B / 19	B / 19	B / 19
10	S 17th St & Tacoma Ave	TWSC	E / 47	E / 50	<b>F / 51</b>
12	S 17th St & Market St	TWSC	<b>F / &gt;150</b>	<b>F / &gt;150</b>	<b>F / &gt;150</b>
13	S 17th St & Court C	TWSC	B / 13	B / 14	B / 14
14	S 17th St & Broadway	TWSC	B / 13	B / 14	B / 15
15	S 17th St & Commerce St	TWSC	B / 14	B / 14	B / 15
16	S 17th St & Pacific Ave	Signalized	B / 15	B / 15	B / 16
30	S 21st St & Pacific Ave	Signalized	<b>F / 93</b>	<b>F / 96</b>	<b>F / 95<sup>3</sup></b>

Notes: 1. Study intersection numbers match those used in the Brewery District Transportation Study.  
 2. TWSC = Two-way stop control  
 3. This intersection performs better with Phase 2 due to slightly different signal timing splits based on the change in turning movements.  
 Source: Fehr & Peers, 2015.

The site parking garage exit onto Court C is expected to operate at LOS A and the Broadway exit from the parking garage at S 17th Street is expected to operate at LOS B, due to low auto volumes on Court C and S 17th Street.

This project was also analyzed as part of a cumulative 2040 scenario, which includes substantial growth within the Brewery District and citywide. While the 3,280 daily trips generated by the Convention Center Hotel project are a substantial and measurable component of the trips analyzed within the Brewery District study area, they are a small percentage of overall trips in the context of the larger subarea study. Therefore, cumulative 2040 transportation conditions are discussed at a high level in the Brewery District Transportation Study, but intersection level LOS forecasts are not included within this impact assessment.

### **System Completeness**

The City of Tacoma recently adopted a new multimodal concurrency metric: system completeness. The underlying policy is that the City will build the transportation system as defined in the TMP at a rate equal to or ahead of the pace of development during the planning horizon. This is determined by comparing the progress of development completion and infrastructure completion in relation to the City's 2040 goals.

The total land use growth proposed to occur in the Brewery District by 2022 accounts for roughly 14.4 percent of the 2040 growth assumed in the TMP; approximately 1.8 percent of the 2040 growth is attributable to this project.

**Table** summarizes the funds expected to be spent on Tier 1 projects within the Brewery District by year 2022 and 2040.<sup>1</sup> One Tier 1 project is proposed to be in place by 2022:

- Prairie Line Trail Phase I – extend Prairie Line Trail along the BNSF railroad track from UWT to Dock Street.

This project is estimated to cost \$4,421,000, representing 12.5 percent of the project dollars planned to be spent in the Brewery District by 2040. This evaluation indicates that an additional \$682,300 would need to be invested into the Brewery District's transportation infrastructure by 2022 to keep pace with the currently planned development and meet the City's concurrency

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<sup>1</sup> Only Tier 1 projects from the 2040 Project List are included because costs are not available for all non-Tier 1 projects.

requirement. The Convention Center Hotel accounts for approximately 12.4 percent of the currently planned development. That share applied to the gap of \$682,300 is approximately \$84,600.

**TABLE 5. 2022 SYSTEM COMPLETENESS**

Year	Source	Project Dollars
2022	CTIP 2016-2021	\$4,421,000
2040	TMP 2040 Project List	\$35,418,000
Proportion		12.5%

Source: CTIP 2016-2021 and TMP 2040 Project List.

Note: The 2040 Project List total includes projects that are principally located within the Brewery District or a proportional share of key corridor projects that stretch outside the study area. There are other projects that would benefit the Brewery District, but were located largely outside the study area and therefore are not counted toward the total.

## RECOMMENDATIONS

The Brewery District Transportation Study summarizes recommendations for improvements throughout the study area. Those that are related, at least in part, to increases in traffic generated by the Convention Center Hotel are discussed here.

### *S 17th Street & Tacoma Avenue S*

As stated above, construction of Phase 2 of this project is expected to cause this intersection to fall below the LOS E standard. This location currently has stop signs on the minor street approaches (S 17th Street). The heavy traffic volumes along Tacoma Avenue S would make it difficult for through and left turn movements from S 17th Street. As part of Phase 2 of the project, the TCCH developer should construct a westbound left turn pocket at the intersection. This may require removal of a portion of the parking spaces on the north side of the street. Adding the turn pocket would allow multiple vehicles to take advantage of a single gap in traffic, and drop the westbound movement average delay from 51 seconds to 34 seconds.

### *S 17th Street & Market Street*

This location currently has stop signs on the minor street approaches (S 17th Street). Again, westbound traffic on S 17th Street is expected to experience high delays by 2022 regardless of



the completion of this project. However, the westbound traffic accounts for a relatively small proportion of the overall traffic at this intersection. It is recommended that the City and developer monitor operations at this intersection and consider implementing a signal if a warrant is met (potentially the MUTCD Coordinated Signal System or Roadway Network warrant).

#### *S 21st Street & Pacific Avenue*

The intersection of S 21st Street & Pacific Avenue is expected to fall to LOS F by 2022 due to increased auto volumes. The intersection would operate at LOS F without the development; with the project, the average delay at the intersection would increase by two to three seconds. This intersection is already built out and accommodates Link light rail as well as the entry way to the I-705/SR 509 Single Point Urban Interchange (SPUI). However, operational improvements could be made through traffic signal modifications and Intelligent Transportation System (ITS) measures.

#### **Parking**

This project proposes to build 298 parking spaces for Phase I. As described in Tacoma's Municipal Code (TMC), there is a Reduced Parking Area (RPA), located between 6th Avenue and S 23rd Street, and between Dock Street and Tacoma Avenue. Within that area, the City does not have minimum off-street parking stall quantity requirements (TMC 13.06A.065.6.B.1). Because the proposed development is within the RPA, the parking provision conforms to code. The TMC does require bicycle parking in this area. For Phase 1 of this development, the TMC would require 20 bicycle parking spaces. Phase 2 would require 120 to 130 bicycle parking spaces, depending on if the Phase 1 spaces are accessible to the second phase of residential development.

#### **Site Access**

There is mid-block crosswalk across Commerce Street between the Convention Center and Tollefson Plaza. The proposed Convention Center parking garage exit ramp (between the Convention Center and the hotel) would align directly with that crosswalk, creating a safety issue. Therefore, the crosswalk should be relocated either immediately north or south of its current location. Due to an existing signal pole for Link light rail train, coordination with Sound Transit would be necessary.



**APPENDIX E: 2022 TRIP GENERATION**

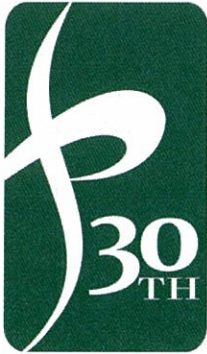


# Appendix E: Trip Generation

Site	Vehicle Trips		
	Total PM Peak Hour Trips	PM In	PM Out
Convention Center Phase 1	91	55	36
Convention Center Phases 1 & 2	215	121	94
UW Tacoma Parking Structures	650	0	650
Jet Building	17	8	9
Sites A, B & C	170	105	65
City 6.4 Acre Site	677	321	356

Tacoma Brewery District

**APPENDIX F: SYSTEM COMPLETENESS – 25-YEAR PROJECT LIST**



25-Year Project List - Brewery District

Project ID	Name	Description	Additional Notes	Source	Project Type Category	Share Included for Brewery District	Cost estimate
9	S 19th St Corridor Improvement Project	A signal integration and coordination project and other ITS applications	Total project is between Jackson Avenue and Market Street - included 17% of cost based on share of signals within Brewery District	New / TMP	New Capacity/Link	17%	\$ 1,150,071
20	Brewery District Roadway Improvement	This project will implement the "Complete Streets" concept in the area of south downtown known as the Brewery District. Improvements will include bike lanes, sidewalks, street bulb outs, transit improvements, signalization improvements, channelization, stormwater improvements, utilities and more to transform several arterial streets into a multimodal network that improves efficiency for all modes of transportation. The project will improve connections to the LINK Light Rail transit center and to the Tacoma Dome Station, (Regional Transit Center).		PSRC	Road diet	100%	\$ 2,776,369
27	Prairie Line Trail	Shared-Use Path		2015 CIP	Bicycle/Pedestrian Projects	100%	\$ 4,420,686
28	Puyallup Ave	Bike Lane between Holgate - Pacific Ave	Length = 0.09 miles	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 31,834
33	S C St 2100 Block	Complete gap of 304 feet of missing sidewalk	Previous gap analysis for Citizens Neighborhood Street Improvement	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 129,200
34	S C St 2500 Block	Complete gap of 1052 feet of missing sidewalk	Previous gap analysis for Citizens Neighborhood Street Improvement	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 447,100
50	Fawcett Ave 1500 Block	Complete gap of 304 feet of missing sidewalk	Previous gap analysis for Citizens Neighborhood Street Improvement	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 129,200
53	HCT Corridor - Downtown Tacoma to Parkland	Corridor identified in the updated Sound Transit Long Range Plan. Corridor located along Pacific Avenue or Yakima Avenue	Downtown Tacoma to Parkland	ST	Transit	100%	\$ 7,500,000
54	HCT Corridor - N M St/15th St	Possible BRT/Light Rail/Streetcar service to University Puget Sound to Downtown Tacoma	Union Avenue to Downtown Tacoma	New / TMP	Transit	100%	\$ 3,750,000
58	Holgate St	Bike Lane between S 25th St - S 24th St	Length = 0.07 miles	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 22,284
69	S 21st St widening	From Market/Jefferson Avenue to MLK to support MLK Subarea Plan	New Capacity/Link	New / TMP	New Capacity/Link	100%	\$ 5,750,000
101	S 25th St	Bicycle Boulevard between Fawcett Ave - S Hood St	Length = 0.08 miles	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 80,000
102	S 25th St	Bike Lane between MLK Jr Way - Tacoma Ave S	Length = 0.35 miles	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 458,410
136	Market St - S 9th to S 17th St	Market Street from 9th Street to 17th Street street improvements to include vaulted sidewalk and sidewalk repair, street rehabilitation, landscaping, utility improvements, mid-block crossings, and street light upgrades.	Planning	2015 CIP	Improved roadway and nonmotorized facilities	100%	
153	S 15th St	Bike Lane between Yakima Ave - I-705	Length = 0.49 miles	New / TMP	Bicycle/Pedestrian Projects	100%	\$ 155,987
420	Prairie Line Trail Phase II	This project will construct the southern 1/3 mile of the Praire Line Trail from the UW-Tacoma to South 26th St.	Hood Street between South 21st and 26th Streets	2016 TIP	Bicycle/Pedestrian Projects	100%	\$ 5,000,000
421	Pedestrian Improvements in Hilltop & South Downtown	This project will include intersection improvements that may include ADA curb ramps, painted crosswalks, or signage or similar treatments that make intersections more visible, safer and pedestrian and bicycle friendly. This project also includes a safety and education component.	Hilltop and south Downtown	2016 TIP	Bicycle/Pedestrian Projects	100%	\$ 3,617,000
<b>TOTAL</b>							<b>\$ 35,418,140</b>

Assumed in place by 2022



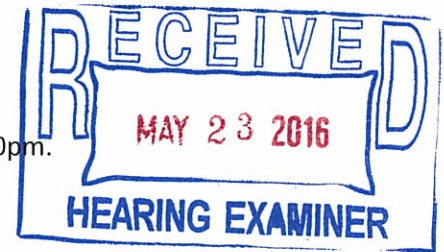
**Legg, Louisa**

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**From:** Hearing Examiner  
**Sent:** Monday, May 23, 2016 4:44 PM  
**To:** Legg, Louisa; Carrara, Deborah  
**Subject:** FW: 124.1358 - NAAM (Fawcett)  
**Attachments:** Plaza concept diagram-color 052016.pdf; Amendment No 1 to PSA DevAgmnt 3-30-16 (3a).docx; Agreement .pdf

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**From:** Price, Richard  
**Sent:** Monday, May 23, 2016 4:44:19 PM (UTC-08:00) Pacific Time (US & Canada)  
**To:** Hearing Examiner  
**Subject:** 124.1358 - NAAM (Fawcett)

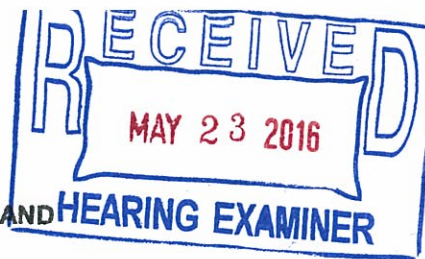


Pursuant to your request for additional information for the hearing tomorrow at 1:30pm.

*Richard A. Price, SR/WA*  
*Senior Real Estate Officer*  
*Public Works/Facilities Management/*  
*Real Property Services*  
*(253) 591-5515 Office*  
*(253) 594-7941 Fax*

**ORIGINAL**

**EX-19**



AGREEMENT REGARDING THE PURCHASE AND SALE AND DEVELOPMENT OF REAL PROPERTY BETWEEN THE CITY OF TACOMA AND NORTH AMERICA ASSET MANAGEMENT, LLC

This PURCHASE AND SALE AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of August 18, 2015, between the City of Tacoma, a first class municipal corporation ("Seller" or the "City") and North America Asset Management Group, LLC, a Washington limited liability company ("Buyer" or "NAAM")(collectively, the "Parties").

RECITALS

WHEREAS, Seller is the owner of those certain parcels of real property, together with all improvements thereon, located in the City of Tacoma in and around 21st to 23rd, and Jefferson to Tacoma Ave. more particularly described in Section 1, below (the "Property"); and

WHEREAS, the Property was proposed for sale by Seller via a Request for Proposal ("RFP") process beginning in 2012 for which no proposals were initially received, but in 2015, Buyer responded to Seller's RFP with a conforming proposal, and has agreed to develop the Property in substantial compliance with the RFP; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell the Property to Buyer subject to the terms and conditions and development requirements/covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Real Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms, conditions and covenants set forth in this Agreement, the real property and improvements legally described in Exhibit A and depicted in Exhibit B, together with all of Seller's right, title and interest therein (collectively the "Property"). The Property consists of the following tax parcels:

- 2021100011, 2021100040, 2021100050, 2021100060, 2021100070, 2021100080, 2021100090, 2021100100, 2021100110, 2021100120, 2021100130, 2021100140, 2021110130, 2021110120, 2021110091, 2021110061, 2021110050, 2021110040, 2021110030, 2021110020, 2021110010, 2021080011, 2021090020, 2021090031, 2021090050, 2021090060, 2021090070, 2021090080, 2021090090, 2021090100, 2021090111, 0320092000, 0320092005, and 2021090011.

The Parties acknowledge that the Fawcett Street right of way that bisects the Property is not part of the transaction or purchase price set forth herein, but can potentially be vacated in accordance with applicable state and local laws.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Three Million Five Hundred Thousand U.S. DOLLARS (\$3,500,000.00) based on the appraisal of the Property dated March 13, 2015 issued by Tony Colombini of Puget Sound Appraisal. The Purchase Price will be paid to Seller in cash or other readily available funds at Closing (as defined at Section 8.1 below).

ORIGINAL

EX. 19



3. Additional Consideration. In addition to the Purchase Price and as part of the consideration for this Agreement, Buyer hereby agrees that, at Closing, the Property shall be made subject to the Development Covenants and Conditions attached hereto and incorporated herein as Exhibit C. The Development Covenants and Conditions shall be recorded against the Property at Closing in a separately recordable document and shall be enforceable upon their own terms.

4. Earnest Money Deposit. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to Chicago Title Company in Tacoma, Washington (the "Title Company"), as escrow agent for the closing of this transaction, an earnest money deposit in the amount of Seven Hundred Thousand U.S. Dollars (\$700,000.00) (the "Deposit") as part payment of the Purchase Price of the Property. The Deposit will be held by the Title Company for the benefit of the Parties pursuant to the terms of this Agreement. Any interest that accrues on the Deposit will be for the benefit of Buyer; provided, however, that if Buyer forfeits the Deposit to Seller pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller.

5. Title to Property.

5.1 Conveyance. At Closing, Seller shall convey the Property to Buyer by duly executed and acknowledged Quit Claim Deed (the "Deed") subject only to those encumbrances that Buyer approves pursuant to Section 5.3 below (the "Permitted Encumbrances"). The Deed shall be substantially in the form attached hereto as Exhibit D.

5.2 Commitment. Upon execution of this Agreement, Seller authorizes Buyer to order a commitment for an owner's standard coverage policy of title insurance (or, at Buyer's election, an owner's extended coverage policy of title insurance) for the Property in the amount of the Purchase Price to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment ("Commitment").

5.3 Condition of Title. If Buyer elects to obtain a Commitment for the Property, Buyer shall review any encumbrances on the Property listed in the Commitment and shall advise Seller by written notice what encumbrances to title, if any, are disapproved by Buyer ("Disapproved Encumbrances") within 30 (thirty) business days of receipt of the Commitment. Any monetary encumbrances other than non-delinquent ad valorem property taxes will be deemed to be disapproved. Seller will have thirty (30) business days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Encumbrances, or (ii) Seller elects not to remove Disapproved Encumbrances. If Seller fails to give Buyer notice before the expiration of the thirty (30) day period, Seller will be deemed to have elected not to remove Disapproved Encumbrances. If Seller elects not to remove any Disapproved Encumbrances, Buyer will have fifteen (15) business days to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those encumbrances, or to terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this section, the escrow will be terminated, the Deposit will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the Commitment. Refusing to remove any objected to encumbrance shall not be considered the fault of Seller in any termination. If Buyer elects not to obtain a Commitment for the Property, this Section 5.3 shall not apply.

5.4 Title Policy. Buyer, at its election, may cause the Title Company to issue to Buyer at Closing a standard coverage owner's policy of title insurance insuring Buyer's



title to the Property in the full amount of the Purchase Price subject only to the Permitted Encumbrances (the "Title Policy"). The Title Policy must be dated as of the Closing Date.

6. Buyer's Feasibility.

6.1 Feasibility Study. Buyer will have until one hundred twenty (120) days from the execution date of this Agreement (the "Feasibility Study Period") to conduct a review of the Property and satisfy itself with respect to the condition of, and other matters related to the Property and its suitability for Buyer's intended use (the "Feasibility Study"). The Feasibility Study may include all inspections and studies Buyer deems reasonably necessary or desirable as well as inquiry and/or project scoping meetings with Seller's Planning and Development Services Department, and review of South Downtown Sub-Area plan and Final EIS. Buyer's Feasibility Study and entitlements process will likely require a traffic study. To the extent that Buyer's requirement for a traffic study becomes part of a larger, area-encompassing, multi-party study, Buyer's obligation to participate monetarily will be pro-rated based on street frontage of the Property as it relates to other property involved in the multi-party study. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, from and after the date of this Agreement to enter onto the Property and make borings, drive test piles and conduct any other reasonable tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer's intended use. Buyer shall coordinate all such entries and activities with Seller through Seller's Facilities Division of its Public Works Department the State Department of Ecology as necessary. All tests and inspections are to be performed in a manner not disruptive to the operation of the Property, in a manner that does not compromise the structural integrity of any improvements on the Property, and that is in compliance with that certain Environmental Covenant No.A-406 dated December 6, 2013 and recorded under Pierce County Auditor's File No. 201312260516 (the "DOE Covenant"). Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released. Buyer and Seller may extend the Feasibility Study Period for one thirty (30) day extension by mutual agreement in a written supplement hereto. To the extent that the Parties agree to any such extension of the Feasibility Study Period and other dates/deadlines in this Agreement are determined from the end of the Feasibility Study Period, all such dates will be modified in accordance with the extension of the Feasibility Study Period.

6.2 Buyer's Indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable costs and attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to persons, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of Buyer, or its agents or employees in exercising its rights under this Agreement and the right of entry granted in connection with its Feasibility Study, except for claims caused by Seller's sole negligence.

6.3 Non-Suitability. At the expiration of the Feasibility Study Period, Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this section, the Deposit, less any costs advanced or committed for Buyer, will be returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as



otherwise specified by this Agreement and except for Buyer's obligations to indemnify Seller under this section. Failure by Buyer to notify Seller in writing of any matters affecting the suitability of the Property, whether or not an inspection has been carried out, shall deem Buyer to have waived this contingency.

6.4 Feasibility Satisfied. At the expiration of the Feasibility Study Period, if Buyer does not terminate this Agreement pursuant to Section 6.3 "Non-Suitability," Buyer shall (a) provide Seller a written notice indicating Buyer's intention to move forward to closing on the Property and that feasibility is satisfied/waived, and (b) shall deposit an additional One Hundred Seventy Five Thousand U.S. Dollars (\$175,000.00) into the escrow account established under Section 4 above, to be added to the Deposit. With Buyer's satisfaction/waiver of feasibility, the Deposit will become non-refundable to the Buyer unless in the case of this Agreement being terminated due to a material default by the Seller, or due to Seller's failure to obtain Tacoma City Council approval pursuant to Section 7.1.

7. Conditions Precedent to Closing. All of the following must be achieved/completed prior to Closing on Buyer's purchase of the Property:

Seller's Conditions Precedent

7.1 City Council Approval. This Agreement, and the transaction contemplated herein, is subject to Tacoma City Council approval prior to Closing. If Tacoma City Council approval is not obtained, this Agreement will automatically terminate, and all documents and other funds deposited will be returned to the Buyer, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. Nothing in this Paragraph 7.1 will obligate the Seller to obtain City Council approval beyond the ordinary course of City procedure.

7.2 Buyer Financing. No later than 180 days after execution of this Agreement (the "Financing Feasibility Date"), Buyer must be able to prove to Seller's reasonable satisfaction that Buyer has procured funds/financing sufficient to (a) pay Seller the Purchase Price, and (b) complete Phase I its proposed project on the Property. Proof of having obtained this financing shall include the following:

- (a) Proof that a minimum of Twenty-Five Million U.S. Dollars (\$25,000,000.00) cash equity has been transferred to the U.S.; and
- (b) Proof of a loan commitment for up to 45% loan to value of total project costs; and
- (c) Proof of firm commitment of financing for 65% of total project development (essentially full financing for Phase I of the project).

In addition to the above, the City recognizes that Buyer is targeting EB-5 funding for thirty percent (30%) of overall project costs, and is aiming for a fifteen (15) month recruitment period upon approval of Regional Center status by USCIS. Buyer acknowledges that Seller's primary purpose in entering into this Agreement is to achieve redevelopment and productive use of the Property. To that end, if Buyer is unable to prove to Seller's reasonable satisfaction that it has procured sufficient funds/financing to accomplish (a) through (c) by the Financing Feasibility Date, Seller may discretionarily terminate this Agreement.

7.3 Development Plans. No later than 180 days after execution of this Agreement, Buyer must submit a complete plan set for Phase I of its development on the Property in accordance with Buyer's written proposal dated February 28, 2015 as supplemented on March 17, 2015, which is incorporated herein by this reference. The plan set must comply with the terms and conditions of this Agreement and the Development Covenants and



Conditions attached hereto and incorporated herein as Exhibit C. The submitted plan set must include, at a minimum, the following:

- Construction of a minimum of 360 residential units,
- 200,000 sq. ft. commercial/retail space and 90,000 sq. ft. of office space;
- Of the 200,000 sq. ft. of retail space, a minimum of 4,000 sq. ft. of ground floor commercial/retail

space must be constructed along Tacoma Avenue as part of Phase II construction;

- Approximately 480 parking stalls must be constructed underground or within structures; and
- Gross Floor Area Ratio (FAR), excluding below grade spaces shall be at least 2.0.

The foregoing are minimum requirements only. Buyer may add square footage to the project where feasible, and is encouraged to do so.

7.4 Construction Plan/Schedule. No later than thirty (30) days prior to the scheduled Closing Date, Buyer and Seller must have agreed upon construction plans and a construction schedule for Buyer's project to be completed on the Property.

#### Buyer's Conditions Precedent

7.5 Feasibility. As set forth at Section 6.1 above, prior to Closing, Buyer must have concluded its Feasibility Study and satisfy itself with respect to the condition of, and other matters related to the Property and its suitability for Buyer's intended use.

7.6 Permits. Buyer shall have either obtained permits for its project on the Property or reasonable assurance of their issuance no later than ten (10) days prior to the scheduled Closing date and in any event no later than one calendar year after execution of this Agreement.

Buyer acknowledges, however, that the Seller has not made any representation or warranty with respect to Buyer's ability to obtain any permit or approval, or to meet any other requirements for development of the Property or construction of the project. Nothing in this Agreement is intended to or shall be construed to require that the City, as Seller, exercise its discretionary authority under its regulatory ordinances to further the project nor binds the City to do so. Buyer understands that the City will process applications for permits and approvals in accordance with its normal processes.

Buyer or Seller may waive satisfaction of their specific conditions to Closing listed above at their discretion. To the extent any condition is not either satisfied or waived, either party may terminate this Agreement.

#### 8. Closing.

8.1 Closing. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The Closing will be held at the office of the Title Company on or before that date which is ten (10) days after the end of the Feasibility Study Period and the above conditions (at Section 7) are either satisfied or waived by Buyer and Seller whichever is later, but in no event later than one calendar year after the execution of this Agreement (the "Closing Date"). If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, forward the Deposit to the party

entitled to receive it as provided in this Agreement and return all documents to the party that deposited them. When notified by Escrow Agent, Buyer and Seller will deposit with Escrow Agent without delay all instruments and moneys required to complete the transaction in accordance with this Agreement. "Closing," for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to the Seller, and legal title passes to the Buyer.

8.2 Closing Costs and Prorations. Seller shall pay state of Washington real estate excise taxes if any are applicable to the sale, and one-half of the Escrow Agent's escrow fee. Buyer shall pay all costs associated with title insurance coverage for the Property (if elected by Buyer) and any endorsements required by Buyer, any financing costs, the cost of recording the deed and any financing documentation, and one-half of the Escrow Agent's escrow fee. Property taxes and assessments for the current year, water and other utility charges, if any, shall be prorated as of the Closing Date unless otherwise agreed. Seller is a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore property taxes should only be due from Buyer for its ownership from and after the Closing Date.

8.3 Representations and Warranties. As further set forth in the Covenants and Conditions (Exhibit C), Buyer represents and warrants the following:

8.3.1 Buyer shall begin construction of Phase I of its project on the Property no later than sixty (60) days after Closing on the purchase of the Property;

8.3.2 Buyer must commence Phase II construction within six (6) months of receiving a Certificate of Occupancy for Phase I;

8.3.3 Total construction timeline is not to exceed 33 months with the completion date for Phase I to occur no later than June 30, 2018, and completion of Phase II to occur no later than June, 2020;

8.3.4 Buyer represents and warrants that Buyer shall develop the Property in accordance with the Development Plans set forth at Section 7.3 above;

8.3.5 In constructing its project on the Property, Buyer agrees to use its best efforts to comply with the City of Tacoma's SBE and LEAP program as outlined in Exhibit B to the Development Covenants and Conditions;

8.3.6 In constructing its project on the Property, Buyer agrees to employ architects, engineers and construction firms, contractors and subcontractors that have a minimum of five (5) years' experience in Tacoma/Pierce or Seattle/King County areas of Washington, and Buyer shall identify a project manager to oversee all aspects of the project and coordinate with City planning, permitting and development staff;

8.3.7 In constructing its project on the Property, Buyer intends to promote hiring staff from the Tacoma/Pierce County area.

8.3.8 After Closing, Buyer shall not oppose the formation of any Local Improvement District ("LID") in which Buyer, as the owner of the Property, is considered a benefitted owner; and

8.3.9

It is Buyer's intention to petition the City of Tacoma to vacate Fawcett Ave. and use Fawcett as a public plaza area with limited vehicular access. If the vacation is approved, Buyer agrees to use public art that will be integrated into or attached



to portions of the project that, upon completion, that will be visible and/or accessible to the public as part of the public plaza area. Buyer agrees to use, a minimum 1% of Phase 1 construction costs or \$500,000, whichever is lower, in completing this public art component of the project

Up to seventy-five percent (75%) of the public art allocation may be used to implement and design integrated elements in the public plaza and streetscape as long as the elements are designed by a professional artist. Art and artist selection will be coordinated by the City's Public Art Coordinator and selected by a panel comprised of representative(s) of the Buyer and the Seller. Buyer may offer artist names to be considered. The selected artist(s) will work directly with the public plaza design team to play a significant role affecting the overall aesthetic design of the plaza and streetscape that will result in the integration of art and design in paving patterns, lighting, seating and functional elements that would be included as part of the plaza and streetscape design and associated costs. Material and construction costs associated with implementing the artist designed elements will be credited toward this public art funding requirement. If requested by the Buyer, a portion of this amount may also be used to create distinct works of art by artists that are not in the plaza or streetscape but that may be viewed by the public.

The remaining twenty-five percent (25%) shall be used for artist fees, all aspects of art coordination, design, fabrication, and installation of additional site artworks.

In the event that Fawcett Ave. cannot be vacated, the Parties must meet and negotiate a functional equivalent public art component to the project using the same allocation set forth herein.

8A. Condition Subsequent to Closing—Seller's Rescission Right. Seller shall have the right to rescind conveyance of the Property under the following, two circumstances ("Rescission Right"):

**First**, if Buyer fails to "commence construction" of Phase I of the project on the Property by the one hundred twentieth (120<sup>th</sup>) day after Closing, Seller shall have the discretionary right to rescind the sale of the Property by refunding the Purchase Price to Buyer.

For purposes of this Agreement, "commencing construction" shall mean that Buyer, or its agents, employees or contractors have begun vertical construction work involving the foundation or the structure of the building(s) to be constructed as part of the project. Site preparation, grading, excavation and mobilization alone are not sufficient to "commence construction" and prevent Seller's Rescission Right from accruing. If Buyer fails to commence construction of Phase I of the project by the construction start date set forth above and Seller has not given written notice of its intent to exercise the Rescission Right by the 180<sup>th</sup> day after the construction start date, then Seller shall be deemed to have waived its right to exercise the Rescission Right as of such 180<sup>th</sup> day.

**Second**, In the event that Buyer fails to substantially complete Phase I of the project on the Property by the date set in 8.3.3 above, or if at any time during construction of Phase I of the project, Buyer ceases construction for six (6) months or more and fails to cure such cessation within sixty (60) days of Seller's delivery of written notice of its intent to exercise the Rescission Right, Seller shall have the right to rescind the conveyance of the Property by refunding the Purchase Price.

Notwithstanding either of the foregoing triggering events, if Buyer cures its failure to commence construction or its cessation of construction prior to sixty (60) days' passage of Seller's notice of



its intent to rescind, Seller's Rescission Right shall be held in abeyance pending completion of Phase I of the project.

The reconveyance of the Property pursuant to this Rescission Right shall be realized no later than sixty (60) days following Seller's notice of exercise of the Rescission Right. If Buyer commences construction or completes construction within the sixty (60) day notice of exercise of the Rescission Right at any time prior to reconveyance, Seller's notice shall lapse. Seller and Buyer agree that the reconveyance of the Property pursuant to Seller's Rescission Right is self-executing and that Buyer shall execute a reconveyance deed to Seller upon presentation by Seller. If Buyer fails to reconvey the Property to Seller as provided in this Section 8A., then Buyer shall pay to Seller liquidated damages in the amount of \$500 per day until the Property is reconveyed as required in this section. The parties agree that Seller's damages in the event of such delay are difficult to measure and such liquidated damages are a reasonable estimate of the damages that Seller will suffer for Buyer's delay in reconveying the Property as provided herein. Buyer is entitled to specific performance of this Rescission Right.

Buyer shall pay all transfer and excise taxes (to the extent not exempt under WAC 458-61A-209) in connection with such reconveyance. The deed will be in substantially the same form as used to convey the Property to Buyer. Upon such reconveyance to Seller, no encumbrances shall exist on title other than those that existed when title transferred to Buyer, those consented to by Seller in writing (except any Mortgage, which shall not be a permitted encumbrance) and those that were recorded as part of the closing of the acquisition of the Property. Buyer shall be responsible for obtaining the release of any Mortgage. If Seller exercises the Rescission Right, Buyer shall be released from further obligations under this Agreement, except those that by their terms expressly survive termination. If Buyer commences construction prior to Seller's exercise of the Rescission Right, the Rescission Right shall terminate. At Buyer's request, upon commencement of construction, Seller shall provide written confirmation to a Mortgagee that commencement of construction has occurred to satisfy a condition of a Mortgagee to advance funds under a construction loan.

9. Condition of the Property.

9.1 "AS-IS" Buyer acknowledges that the Property will be sold under this Agreement in an "as is" "where is" condition. Seller shall surrender the Property in as good condition, except for normal wear and tear, as exists on the date of this Agreement. Seller agrees that it will not damage or commit waste on the Property between the date of acceptance of this Agreement and the date of closing. The "as is" "where is" basis of this Agreement includes releasing Seller, without limitation, from all potential liabilities under all applicable laws such as (by way of illustration and not limitation) the Model Toxics Control Act (RCW 70.105D *et seq*) and CERCLA (42 USC 103 *et seq*) and their related regulations. Buyer understands that, unless released, Buyer will take title to the Property subject to the DOE Covenant.

9.2 Inspections. Buyer agrees that it will rely on its own inspections and evaluations of the Property, with the exception of written documentation, including, but not limited to any disclosures required by law, provided to it by Seller, to determine the suitability of the Property for Buyer's intended use. Buyer acknowledges that Seller has provided it copies of all printed materials Seller has in its possession regarding the current physical and environmental condition of the Property and all improvements thereon.

10. Casualty Loss. Seller shall promptly notify Buyer of any event prior to the Closing Date which causes damage to or destruction of any portion of the Property. If Buyer and Seller cannot come to an agreement regarding any such damage to or destruction of the Property, including the settlement of any insurance claims, then Buyer and Seller will each have the right to terminate this Agreement by giving written notice of termination to the other party within twenty (20) days



after receipt of actual notice of such casualty loss. Upon exercise of such termination election by either party, this Agreement shall terminate, and the Deposit will be returned to Buyer.

11. Possession. Seller shall deliver possession of the Property to Buyer once the Deed is recorded with the Pierce County Auditor.

12. Events of Default. In the event Buyer fails, without legal excuse to complete the purchase of the Property, then that portion of the Deposit not exceeding twenty-five percent (25%) of the Purchase Price shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer shall be entitled to immediate return of its Deposit as the sole and exclusive remedy available to Buyer.

13. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, or given by mail or via facsimile. E-mail transmission of notice shall not be effective. All notices must be addressed to the parties at the following addresses, or at such other addresses as the parties may from time to time direct in writing:

Seller: City of Tacoma, Real Property Services  
Attn: Jennifer Hines  
747 Market Street, 7<sup>th</sup> Floor  
Tacoma, WA 98402  
Phone: 253-591-5320  
Facsimile No. 253-594-7941

With a copy to: City of Tacoma, Legal Department  
Attn: Jeff H. Capell, Deputy City Attorney  
747 Market Street, Rm 1120  
Tacoma, WA 98402  
Facsimile No. 253-591-5755

Buyer: North America Asset Management Group. LLC  
Attn: Luo Xun Kun  
9420 N. 5<sup>th</sup> St.  
Bellevue, WA 98004  
Ph. 206-548-9984

Any notice will be deemed to have been given, when personally delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit in the U.S. mail, and if delivered by facsimile, the same day as verified.

14. Counterparts; Faxed Signatures. This Agreement may be executed in any number of counterparts by the parties hereto, each of which counterpart when so executed shall have the same force and effect as if that party had signed all other counterparts. Facsimile transmitted signatures shall be fully binding and effective for all purposes.

15. Brokers and Finders. Each party represents and warrants to the other that, to such party's knowledge, no broker, agent or finder is involved in this transaction. In the event any broker or other person makes a claim for a commission or finder's fee based upon the transaction contemplated by this Agreement, the party through whom said broker or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by

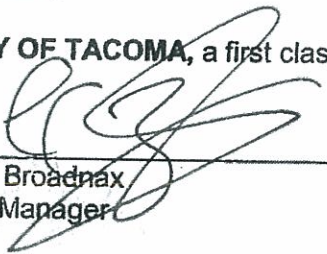
- such other party in connection with such claim. This indemnity shall survive the closing of this transaction.
16. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer, and shall be attached as an addendum to this Agreement.
17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.
18. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Washington.
19. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy proceeding.
20. Time of the Essence. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.
21. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.
22. Non-merger. The terms and provisions of this Agreement, including without limitation, all indemnification obligations and the Rescission Right will not merge in, but will survive, the closing of the transaction contemplated under the Agreement.
23. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent.
24. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.
25. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to give effect to the Agreement contemplated herein.
26. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property, and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter of this Agreement.
27. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby




IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first written above.

**SELLER:**

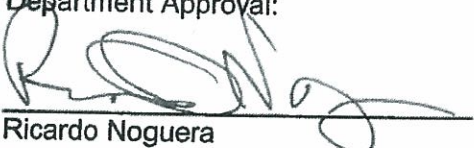
**CITY OF TACOMA**, a first class municipal corporation

  
\_\_\_\_\_  
T.C. Broadnax  
City Manager

Attest:

  
\_\_\_\_\_  
Doris Sorum  
City Clerk


Department Approval:

  
\_\_\_\_\_  
Ricardo Noguera  
Director, Community and Economic Development

Approved as to form:

  
\_\_\_\_\_  
Deputy City Attorney

Legal Description(s) Approved

  
\_\_\_\_\_  
City Surveyor

**BUYER:**

**North America Asset Management Group, LLC**, a Washington Limited Liability Company

  
\_\_\_\_\_  
Luo Xun Kun, Managing Member

**Exhibit A**  
**Legal Description**

That portion of the Southwest quarter of the Southwest quarter of Section 04 and the Northwest quarter of the Northwest quarter of Section 09, all in Township 20 North, Range 03 East, W.M. and more particularly described as follows:

All of Blocks 2110 and 2111 of CAVENDER'S SECOND ADDITION TO TACOMA, W.T. as recorded in Volume 1 of Plats at Page 103, records of Pierce County Auditor;

**Together With:** Blocks 2110 and 2111 of AMENDED PLAT OF SMITH AND DENTON'S ADDITION TO NEW TACOMA, W.T. as recorded in Volume 2 of Plats at Pages 38-40, records of Pierce County Auditor;

**Together With:** REPLAT OF SPINNING'S ADDITION AND BLOCK 2109, AMENDATORY MAP OF SMITH AND DENTON'S ADDITION TACOMA, WASH. As recorded in Volume 10 of Plats at Page 111, records of Pierce County Auditor;

**Together With:** Blocks 2108 and 2109, BURNS AND BLINN MAP OF A PART OF THE CITY OF TACOMA as recorded in Volume 1 of Plats at Page 28, records of Pierce County Auditor;

**Together With:** A parcel of unplatted land more particularly described as follows:

Beginning at the Southeast corner of Block 2108, BURNS AND BLINN MAP OF A PART OF THE CITY OF TACOMA as recorded in Volume 1 of Plats at Page 28, records of Pierce County Auditor;

Thence southerly along the westerly right of way margin of Jefferson Avenue a distance of 132 feet more or less to the northerly line of REPLAT OF SPINNING'S ADDITION AND BLOCK 2109, AMENDATORY MAP OF SMITH AND DENTON'S ADDITION TACOMA, WASH. As recorded in Volume 10 of Plats at Page 111, records of Pierce County Auditor;

Thence westerly along said northerly line to the easterly right of way margin of Fawcett Avenue:

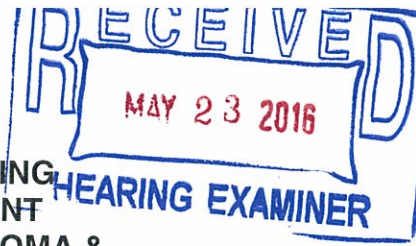
Thence northwesterly along said easterly right of way margin a distance of 127 feet more or less to the Southwest corner of Block 2109, BURNS AND BLINN MAP OF A PART OF THE CITY OF TACOMA as recorded in Volume 1 of Plats at Page 28, records of Pierce County Auditor;

Thence easterly along the South line of said Block 2109 and its easterly extension to the Point of Beginning.

**Together With:** The alleys abutting all aforementioned Blocks as vacated by City of Tacoma Ordinance Number 26780, as recorded under Auditors File Number 200202201465, records of Pierce County Auditor.

Situate in the City of Tacoma, County of Pierce, State of Washington





FIRST AMENDMENT TO AGREEMENT REGARDING THE PURCHASE AND SALE AND DEVELOPMENT OF REAL PROPERTY BETWEEN THE CITY OF TACOMA & NORTH AMERICA ASSET MANAGEMENT GROUP, LLC

THIS FIRST AMENDMENT (this "First Amendment") is entered into and made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the CITY of TACOMA ("City"), a Washington First-Class municipal corporation, and NORTH AMERICA ASSET MANAGEMENT GROUP, LLC, a Washington limited liability company ("NAAM") (collectively the "Parties").

RECITALS

- 1. The City and NAAM entered into that certain "Agreement regarding the Purchase and Sale and Development of Real Property" dated August 18, 2015 (together with this First Amendment the "Agreement") under which NAAM has contracted to purchase from the City and develop the real property legally described and depicted on Exhibit A (as now revised, the "Property") as attached hereto and incorporated herein.
2. Pursuant to Section 6.1 and other applicable sections of the Agreement, NAAM previously requested an additional 30 days for its Feasibility Study of the Property which was granted in a mutually executed writing extending the end of the initial 120 day Feasibility Study Period until January 15, 2016.
3. NAAM has now requested an amendment to the Agreement further adjusting upcoming performance dates and development parameters under the Agreement, and the City is willing to make the requested amendment and can do so pursuant to Tacoma Municipal Code 1.06.269 C.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

- 1. Capitalized terms not otherwise defined herein shall have the meanings previously ascribed in the original Agreement.
2. The Parties hereby agree to the following amendments/modifications to the Agreement:
(a) The legal description of the Property attached to the original Agreement as Exhibit A, is hereby superseded and replaced with the legal description attached to this First Amendment, which hereafter will be the parties' accepted legal description of the Property.

EX.20

ORIGINAL



(b) As a result of the change in area to the Property, the Purchase Price set forth in section 2 of the original Agreement is hereby revised to be \$3,451,228.

(c) At Section 7.2 of the Agreement, the opening sentence is hereby modified to read as follows:

No later than April 20, 2016 (the "Financing Feasibility Date"), Buyer must be able to prove to Seller's reasonable satisfaction that Buyer has procured funds/financing sufficient to (a) pay Seller the Purchase Price, and (b) complete Phase I of its proposed project on the Property.

(d) Section 7.2 (a) is hereby deleted and replaced with the following:

Proof that a minimum of \$20 million US Dollars has been transferred to the U.S. and is available for Phase 1. An additional \$5 million U.S. Dollars must be transferred on or before the start of Phase 2 construction; and

(d) Section 7.3 of the original Agreement is hereby deleted and replaced with the following:

"No later than April 25, 2016, Buyer must submit the schematic design for Phase I of its development on the Property in accordance with Buyer's written proposal dated February 28, 2015 as supplemented on March 17, 2015, which is incorporated herein by this reference, and as may be further modified by this First Amendment. The schematic design must comply with the terms and conditions of this Agreement and the Development Covenants and Conditions attached hereto and incorporated herein as Exhibit C. The submitted plan set for Phase 1 must include, at a minimum, the following:

- Construction of a minimum of 180 residential units,
- 200,000 sq. ft. retail space 30,000 sq. ft. of commercial space;
- Of the 200,000 sq. ft. of retail space, a minimum of 4,000 sq. ft. of ground floor commercial/retail space must be constructed along Tacoma Avenue as part of Phase II construction;
- Approximately 380 parking stalls must be constructed underground or within structures; and

When constructed, Phase II must include at a minimum:

- 180 residential units (in addition to those in Phase I; and
- a minimum of 30,000 SF commercial space, with a target of 60,000 SF commercial space depending on market conditions and
- 100 parking stalls.

Gross Floor Area Ratio (FAR) for the project, in total, excluding below grade spaces shall be at least 2.0.

With the prior written approval of the City Manager, substitution of project elements between Phase I and Phase II may be allowed, provided that the total project size and approximate gross building square footage including parking is not less than 570,000SF.

The foregoing are minimum requirements only. Buyer may add square footage to the project where feasible, and is encouraged to do so.

(e) The first paragraph of Section 7.6 is changed to read as follows:

Permits. Buyer shall have either obtained a site development permit for its project on the Property or reasonable assurance of its issuance from the City, and Buyer shall have submitted its shell and core design no later than September 30, 2016.

(f) The first sentence of Section 8.1 is hereby revised to read as follows:

Closing. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The Closing will be held at the office of the Title Company on or before that date which is ten (10) days after the end of the Feasibility Study Period and the above conditions (at Section 7) are either satisfied or waived by Buyer and Seller whichever is later, but in no event later than October 10, 2016 (the "Closing Date").

(g) Subsection 8.3.1 is hereby revised to read as follows:

8.3.1 Buyer shall begin site work for Phase I of its project no later than sixty (60) days after Closing on the purchase of the Property, and commence construction, as set forth in Section 8A, no later than March 1, 2017;

(h) Subsection 8.3.3 is hereby revised to read as follows:

8.3.3 Total construction timeline is not to exceed 33 months with the completion date for Phase I to occur no later than October 31, 2018, and completion of Phase II to occur no later than December, 2020;

(i) The first full paragraph of Section 8A is hereby revised to read as follows:

**First**, if Buyer fails to "commence construction" of Phase I of the project on the Property in accordance with subsection 8.3.1 above, Seller shall have the discretionary right to rescind the sale of the Property by refunding the Purchase Price to Buyer.



(j) The Parties hereby make the following revisions to Exhibit C - DEVELOPMENT COVENANTS AND CONDITIONS of the Agreement:

(i) Subsection B. (1) is hereby revised to read as follows:

(1) Developer shall begin site work for Phase I of its project no later than sixty (60) days after Closing on the purchase of the Property, and commence construction, as set forth in Section 8A of the PSA, no later than March 1, 2017.

(ii) Subsection B. (3) is hereby revised to read as follows:

(3) Developer must substantially complete Phase I of the project on the Property by October 31, 2018 in accordance with subsection 8.3.3 of the PSA.

(iii) Section C of Exhibit C is hereby revised to read as follows:

**C. Construction Completion.** Developer covenants to complete all construction (both Phase I and II) within 33 months of the recording of this Covenant, with the completion date for Phase I to occur no later than October, 2018, and completion of Phase II to occur no later than December, 2020.

3. All other terms and conditions of the Agreement, shall remain unchanged and in full force and effect, unaltered by this First Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment effective as of the Effective Date first written above.

**CITY OF TACOMA  
LLC**

**NORTH AMERICA ASSET MANAGEMENT GROUP**

\_\_\_\_\_  
T.C. Broadnax, City Manager  
Approved:

\_\_\_\_\_  
Luo Xun Kun, Managing Member

\_\_\_\_\_  
Ricardo Noguera, Director  
Community and Economic  
Development Department

\_\_\_\_\_  
Andrew K. Cherullo,



Finance Director

Attest:

Approved as to form:

\_\_\_\_\_  
Doris Sorum, City Clerk

\_\_\_\_\_  
Deputy City Attorney

**Exhibit B**

Depiction of the Property



**EXHIBIT C  
DEVELOPMENT COVENANTS AND CONDITIONS**

When Recorded Return To:

City of Tacoma  
Public Works Department  
Real Property Services  
747 Market Street, Room 737  
Tacoma WA 98402-3701

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<b>Document Title:</b>	<b>DEVELOPMENT COVENANTS AND CONDITIONS</b>
<b>Reference No.</b>	
<b>Grantor:</b>	<b>North America Asset Management Group, LLC</b>
<b>Grantee:</b>	<b>CITY OF TACOMA</b>
<b>Legal Description:</b>	
<b>Additional Legal Description:</b>	<b>PAGE __, EXHIBIT A</b>
<b>Assessor's Tax Parcel Numbers:</b>	<b>2021100011, 2021100040, 2021100050, 2021100060, 2021100070, 2021100080, 2021100090, 2021100100, 2021100110, 2021100120, 2021100130, 2021100140, 2021110130, 2021110120, 2021110091, 2021110061, 2021110050, 2021110040, 2021110030, 2021110020, 2021110010, 2021080011, 2021090020, 2021090031, 2021090050, 2021090060, 2021090070, 2021090080, 2021090090, 2021090100, 2021090111, 0320092000, 0320092005, and 2021090011.</b>

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**DECLARATION OF DEVELOPMENT COVENANTS AND CONDITIONS  
FOR THE REAL PROPERTY IN AND AROUND 21<sup>ST</sup> & JEFFERSON**

The City of Tacoma, a Washington State municipal corporation (the "City"), and North America Asset Management Group, LLC, a Washington limited liability company (the "Developer") have agreed pursuant to that certain Agreement Regarding the Purchase and Sale and Development of real Property Agreement dated \_\_\_\_\_, 201\_\_ (the "PSA"), to the terms and conditions for the sale/disposition and development of certain surplus City owned real property located in and around 21<sup>st</sup> and Jefferson in the City of Tacoma identified by the Pierce County Tax Parcel nos. captioned above, and as legally described in Exhibit A (the "Property") attached hereto and by this reference incorporated herein, which Property will be conveyed to Developer by a Quit Claim Deed of even date herewith, referenced as City of Tacoma Deed #\_\_\_\_ and recorded under Auditor's File No. \_\_\_\_\_ (the "Quit Claim Deed") immediately prior to recording this Declaration of Covenants and Conditions. Conveyance and recording of the Quit Claim Deed is conditioned upon Developer executing this Declaration of Covenants and Conditions (this "Covenant").

The City's primary purpose in conveying the Property to the Developer is to see it redeveloped and returned to productive use within a commercially reasonable time. To that end, this Covenant is an integral part of the consideration for the conveyance of the Property. By this Covenant, Developer agrees to use the Property for the purpose of developing the Property into a



mixed use development of no less than 360 residential units, 100,000 square feet of retail/commercial space with a minimum of 4,000 sq. ft. of ground floor retail/commercial space to be constructed along Tacoma Avenue as part of Phase II, together with approximately 480 parking stalls that must be constructed underground or within structures in the project all in conformance with Developer's proposal dated February 28, 2015 as supplemented on March 17, 2015, (the "Designated Development Use").

In light of the foregoing, and as consideration for the conveyance of the Property, the City and the Developer hereby covenant and agree as follows (this "Covenant"):

**I. Developer Covenants.**

**A. Designated Purpose.** Developer covenants to use and develop the Property for the Designated Development Use as set forth herein and in the PSA and as further detailed in Developer's proposal dated February 28, 2015 as supplemented on March 17, 2015 (the "Proposal"). To the extent that the City's approved Development Plans deviate from the Proposal, the Development Plans shall control and Developer shall develop the Property in conformance with the Development Plans.

**B. Construction Commencement/Completion.**

(1) Developer shall begin construction of its project on the Property no later than one hundred twenty (120) days after Closing on the purchase of the Property in accordance with the terms and conditions of the PSA, which date should coincide with the recording of this Covenant.

(2) Once construction is commenced, Developer must diligently pursue construction to completion. If at any time during construction of Phase I of the project, Developer ceases construction for six (6) months or more, Developer shall be in violation of this Covenant.

(3) Developer must substantially complete Phase I of the project on the Property by June 30, 2018.

If Developer violates any of the foregoing, the City shall have the right to rescind the conveyance of the Property to Developer in accordance with Section 8A of the PSA.

Notwithstanding any violation of B.1-3 above, if Developer cures its failure to commence construction, its cessation of construction, or failure to complete timely construction of Phase I of the project prior to sixty (60) days' passage of Seller's notice of its intent to rescind, Seller's Rescission Right shall be held in abeyance.

(4) Developer must commence Phase II construction within six (6) months of receiving a Certificate of Occupancy for Phase I.

**C. Construction Completion.** Developer covenants to complete all construction (both Phase I and II) within 33 months of the recording of this Covenant, with the completion date for Phase I to occur no later than June, 2018, and completion of Phase II to occur no later than June, 2020.

**D. Gross Floor Area Ratio.** Developer covenants that Gross Floor Area Ratio (FAR) for the project, excluding below grade spaces, shall be at least 2.0.

E. SBE and LEAP Participation. In constructing its project on the Property, Developer agrees to use its best efforts to participate in the City of Tacoma's SBE and LEAP program as outlined in Exhibit B hereto.

F. Local Improvement District. Developer hereby covenants to not oppose the formation of any Local Improvement District ("LID") in which Developer, as the owner of the Property, is considered a benefitted owner.

G. Development Team. Developer has agreed to employ architects, engineers and construction firms, contractors and subcontractors that have a minimum of five (5) years' experience in the Tacoma/Pierce Seattle/King County areas in Washington in constructing its project on the Property, and shall identify a project manager to oversee all aspects of the project and coordinate with City planning, permitting and development staff;

H. Local Staffing. In constructing its project on the Property, Developer intends to promote hiring staff from the Tacoma/Pierce County area.

I. Public Art. It is Developer's intention to petition the City of Tacoma to vacate Fawcett Ave. and use Fawcett as a public plaza area with limited vehicular access. If the vacation is approved, Developer agrees to use public art that will be integrated into or attached to portions of the project that, upon completion, that will be visible and/or accessible to the public as part of the public plaza area. Developer agrees to use, a minimum 1% of Phase 1 construction costs or \$500,000, whichever is lower, in completing this public art component of the project

Up to seventy-five percent (75%) of the public art allocation may be used to implement and design integrated elements in the public plaza and streetscape as long as the elements are designed by a professional artist. Art and artist selection will be coordinated by the City's Public Art Coordinator and selected by a panel comprised of representative(s) of the Developer and the City. Developer may offer artist names to be considered. The selected artist(s) will work directly with the public plaza design team to play a significant role affecting the overall aesthetic design of the plaza and streetscape that will result in the integration of art and design in paving patterns, lighting, seating and functional elements that would be included as part of the plaza and streetscape design and associated costs. Material and construction costs associated with implementing the artist designed elements will be credited toward this public art funding requirement. If requested by the Developer, a portion of this amount may also be used to create distinct works of art by artists that are not in the plaza or streetscape but that may be viewed by the public.

The remaining twenty-five percent (25%) shall be used for artist fees, all aspects of art coordination, design, fabrication, and installation of additional site artworks.

In the event that Fawcett Ave. cannot be vacated, the Developer and the City must meet and negotiate a functional equivalent public art component to the project using the same allocation set forth herein.



## II. City Covenants.

The City covenants to work cooperatively with Developer to meet the construction commencement deadline and subsequent construction completion deadlines set forth herein and in the PSA and to assist Developer in order to achieve the following:

1. Compliance with development requirements and standards,
2. Design approval,
3. Building permit issuance, and
4. Issuance of certificate of occupancy upon project completion.

## III. Indemnification of the City.

**A.** Developer covenants to indemnify, defend, and hold the City harmless from and against all claim, liability, loss, damage, cost, or expense (including reasonable attorneys' fees, court costs, and amounts paid in settlements and judgment) incurred in connection with Developer's development activity, construction activity, or other liability arising in any manner out of its activities on the Property, including the construction of improvements on the Property, as well as any act or omission of Developer or its members, agents, employees, representatives, contractors, subcontractors, successors, assigns or invitees, on or with respect to the Property. The City shall not be entitled to such indemnification to the extent that such claim, liability, loss, damage, cost or expense is caused by the negligence or willful misconduct of the City.

**B.** Promptly following receipt of notice, the City shall give Developer written notice of any claim for which Developer has indemnified the City hereunder, and the relevant party shall thereafter vigorously defend such claim on behalf of the City. Failure to give prompt notice to Developer shall not constitute a bar to the indemnification hereunder unless such delay has prejudiced Developer in the defense of such claim. If Developer is required to defend any action or proceeding pursuant to this Section to which action or proceeding the City is made a party, the City shall be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and to the extent the City is indemnified under this section, Developer shall bear the cost of the City's defense, including reasonable attorneys' fees and costs. No settlement of any non-monetary claim shall be made without the City's written approval, not to be unreasonably withheld.

**C.** Developer agrees to include in each construction contract for construction of its project or other work on the Property that if there is liability for damage or injury during construction, each contractor waives immunity under the Workers' Compensation Laws of the State of Washington, Title 51 RCW, for claims brought by its employees against the City. Further, each contractor shall agree to indemnify and hold the City harmless for damages attributable to the contractor's negligence.

**D.** The City shall indemnify, defend, and hold Developer harmless from and against all claim, liability, loss, damage, cost, or expense (including reasonable attorneys' fees, court costs, and amounts paid in settlements and judgment) incurred in connection with the City's negligence or other legally culpable conduct in performing its obligations under this Covenant.

## IV. Miscellaneous Provisions.

**A. No Joint Venture.** It is not intended by this Covenant to, and nothing contained in this Covenant shall, create any partnership or joint venture or create the relationship of



principal and agent between Developer and the City, or any of their successors in interest.

**B. Enforcement and Remedies.** In the event of any violation of any of the provisions of this Covenant by the parties, the non-violating party shall have the right to enforce the violated covenant by any appropriate proceedings at law or in equity, including the right to apply to a court of competent jurisdiction for an injunction against such violation, or for specific performance. Any remedies specifically provided herein are non-exclusive and are in addition to all other remedies available to the non-violating party at law or in equity.

**C. Covenants to Run With the Land.** The City and Developer hereby declare their express intent that the covenants and conditions set forth in this Covenant shall run with the land, and shall bind all successors in title to the Property.

**D. Governing Law and Choice of Venue.** This Covenant shall be governed by the laws of the State of Washington without regard to any principles of Conflicts of Laws. Any action brought regarding this Covenant shall be brought in the Superior Court for the State of Washington in Pierce County.

**E. Amendments.** This Covenant may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the Official Records of Pierce County, Washington.

**F. Severability.** If any provision of this Covenant shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Covenant shall not in any way be affected or impaired thereby.

**G. Recording.** This Covenant shall be recorded in the real property records of Pierce County, Washington.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**DEVELOPER**

**North America Asset Management Group, LLC, a Washington  
Limited Liability Company**

\_\_\_\_\_  
**Luo Xun Kun, Managing Member**



## EXHIBIT A to Covenants and Conditions

That portion of the Southwest quarter of the Southwest quarter of Section 04 and the Northwest quarter of the Northwest quarter of Section 09, all in Township 20 North, Range 03 East, W.M. and more particularly described as follows:

All of Blocks 2110 and 2111 of CAVENDER'S SECOND ADDITION TO TACOMA, W.T. as recorded in Volume 1 of Plats at Page 103, records of Pierce County Auditor;

**Together With:** Blocks 2110 and 2111 of AMENDED PLAT OF SMITH AND DENTON'S ADDITION TO NEW TACOMA, W.T. as recorded in Volume 2 of Plats at Pages 38-40, records of Pierce County Auditor;

**Together With:** REPLAT OF SPINNING'S ADDITION AND BLOCK 2109, AMENDATORY MAP OF SMITH AND DENTON'S ADDITION TACOMA, WASH. As recorded in Volume 10 of Plats at Page 111, records of Pierce County Auditor;

**Together With:** Blocks 2108 and 2109, BURNS AND BLINN MAP OF A PART OF THE CITY OF TACOMA as recorded in Volume 1 of Plats at Page 28, records of Pierce County Auditor;

**Together With:** A parcel of unplatted land more particularly described as follows:

Beginning at the Southeast corner of Block 2108, BURNS AND BLINN MAP OF A PART OF THE CITY OF TACOMA as recorded in Volume 1 of Plats at Page 28, records of Pierce County Auditor;

Thence southerly along the westerly right of way margin of Jefferson Avenue a distance of 132 feet more or less to the northerly line of REPLAT OF SPINNING'S ADDITION AND BLOCK 2109, AMENDATORY MAP OF SMITH AND DENTON'S ADDITION TACOMA, WASH. As recorded in Volume 10 of Plats at Page 111, records of Pierce County Auditor;

Thence westerly along said northerly line to the easterly right of way margin of Fawcett Avenue;  
Thence northwesterly along said easterly right of way margin a distance of 127 feet more or less to the Southwest corner of Block 2109, BURNS AND BLINN MAP OF A PART OF THE CITY OF TACOMA as recorded in Volume 1 of Plats at Page 28, records of Pierce County Auditor;

Thence easterly along the South line of said Block 2109 and its easterly extension to the Point of Beginning.

**Together With:** The alleys abutting all aforementioned Blocks as vacated by City of Tacoma Ordinance Number 26780, as recorded under Auditors File Number 200202201465, records of Pierce County Auditor.

Situate in the City of Tacoma, County of Pierce, State of Washington



## Exhibit B to Covenants and Conditions

### CITY OF TACOMA LEAP & SBE PARTICIPATION

Developer agrees to use its best efforts to comply with the City of Tacoma's Local Employment and Apprenticeship Training Program (LEAP) and Small Business Enterprise (SBE) program by attempting to ensure that all contractors performing work on the project make their best efforts to comply with the program requirements. In an effort to develop relationships with the local community and promote the local work force and subcontracting businesses, Developer will notify each contractor and Bidders of the LEAP and SBE requirements and strongly encourage participation in the programs.

- I. **LEAP Utilization Goal:** The City of Tacoma's LEAP program has established an annual local hire/apprentice utilization goal of 15 percent of total workforce hours.
- II. **SBE Annual Goal:** The City of Tacoma's SBE program has established an annual subcontracting goal of 22 percent.

Contractors that agree to comply with the City of Tacoma LEAP and SBE programs must track the local hire and apprentice hours worked, and SBE contracts awarded under Developer's project. It shall be the responsibility of the contractors that qualify for and are participating in each respective program to supply the City of Tacoma with a monthly "Progress Report" that shows proof of participation in LEAP and SBE. A final participation tracking report shall be prepared by the Developer and provided to the City of Tacoma upon completion of the project.

LEAP and SBE can assist contractors in identifying qualified workers and subcontractors in meeting their business and workforce needs as identified in their respective bid submittals and scopes of work.

Program Contacts:

LEAP	<a href="http://www.cityoftacoma.org/leap">http://www.cityoftacoma.org/leap</a>
Peter Guzman	253.594.7933 <a href="mailto:pguzman@cityoftacoma.org">pguzman@cityoftacoma.org</a> .
SBE	<a href="http://www.cityoftacoma.org/Page.aspx?nid=136">http://www.cityoftacoma.org/Page.aspx?nid=136</a>
Charles Wilson	253.591.5224 <a href="mailto:cwilson@cityoftacoma.org">cwilson@cityoftacoma.org</a>

**Exhibit D**

City of Tacoma Deed No. D-\_\_\_\_\_

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When Recorded Return To:

City of Tacoma  
Public Works Department  
Real Estate Services  
747 Market Street, Room 737  
Tacoma WA 98402-3701

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<b>Document Title:</b>	<b>DEED</b>
<b>Reference Number:</b>	
<b>Grantor:</b>	<b>CITY OF TACOMA</b>
<b>Grantee:</b>	
<b>Legal Description:</b>	
<b>Additional Legal Description:</b>	<b>SEE PAGE 1 FOR FULL LEGAL DESCRIPTION</b>
<b>Assessor's Tax Parcel Numbers:</b>	<b>2011220020 and 2011220030</b>

---

**QUIT CLAIM DEED NO. 7154**

The **CITY OF TACOMA** ("Grantor"), a municipal corporation operating under the laws of the State of Washington as a first class city, conveys and quit claims to **North America Assets Management, LLC**, a \_\_\_\_\_ Limited Liability Company, ("Grantee"), all of its rights, title, and interest, including any after acquired title, in that certain real property, appurtenances and improvements thereon, situate in the City of Tacoma, County of Pierce, State of Washington, for the consideration of **TEN and 00/100 DOLLARS (\$10.00)**, legally described as follows:

All situate in the City of Tacoma, County of Pierce, State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**CITY OF TACOMA**

**ATTEST:**

\_\_\_\_\_  
Marilyn Strickland, Mayor

\_\_\_\_\_  
Doris Sorum, City Clerk

STATE OF WASHINGTON     )  
                                          ) ss  
COUNTY OF PIERCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally appeared **MARILYN STRICKLAND**, to me known to be the **MAYOR** of the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that seal affixed is the corporate seal of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
My Commission Expires \_\_\_\_\_



\_\_\_\_\_  
Ricardo Noguera,  
Director Community and Economic Development

\_\_\_\_\_  
Andrew Cherullo  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

Legal Description Approved:

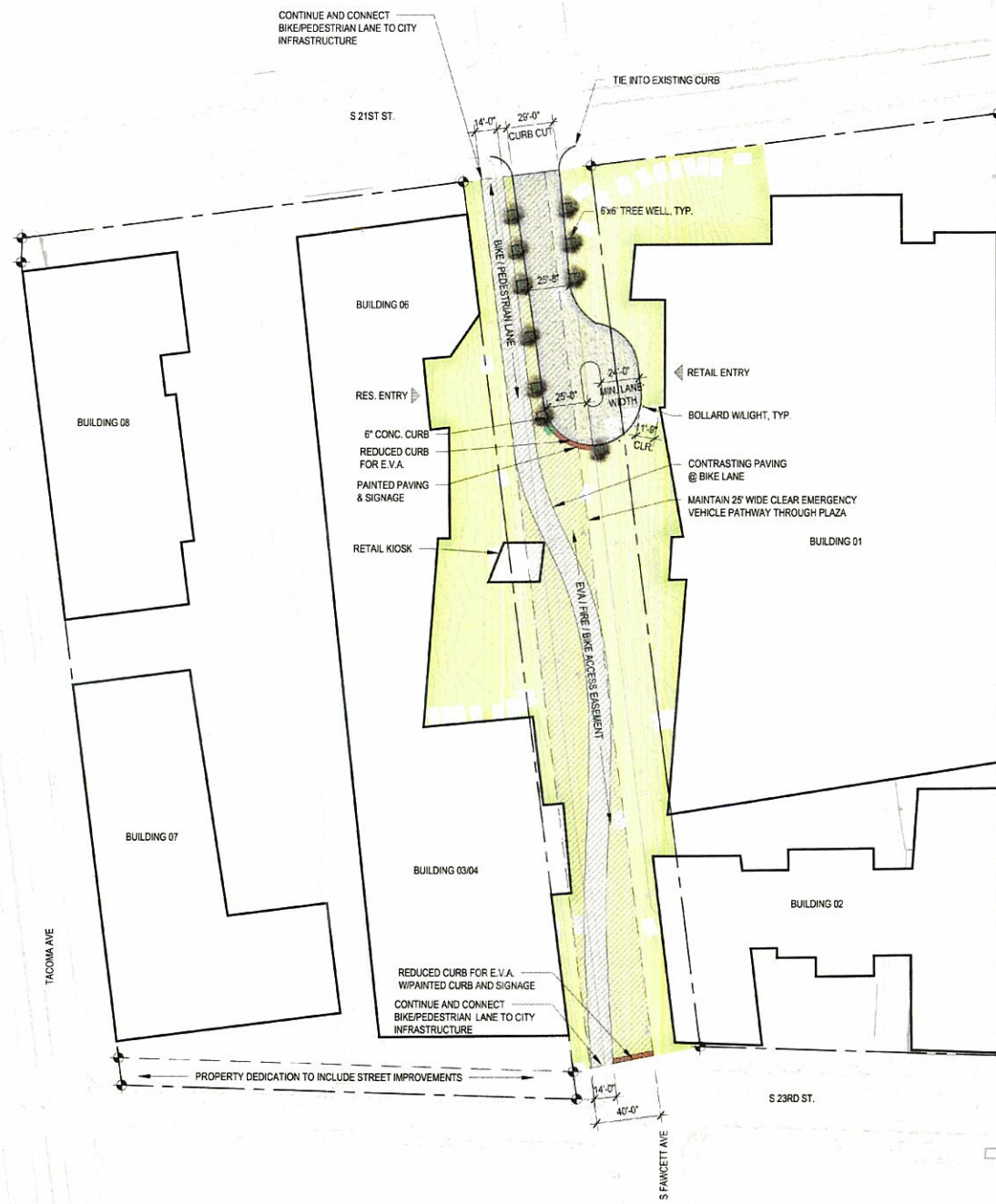
\_\_\_\_\_  
Leonard J. Webster, P.L.S.  
Chief Surveyor



S 21ST ST. LOOKING WEST



S 21ST ST. LOOKING EAST



**TACOMA TOWN CENTER**

S. 21ST ST. & JEFFERSON AVE  
TACOMA  
WA 98402

CUSTOM SET

DISCLAIMER  
CUSTOM DISCLAIMER

SUBMITTAL / REVISION	DATE
SUBMITTAL/REVISION TITLE	DATE OF SUBMITTAL

STAMP

SHEET TITLE  
CONCEPT SITE PLAN

SHEET NUMBER  
**A1.00**

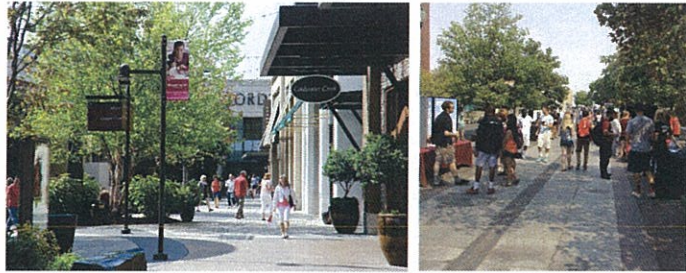
CARON PROJECT NO. 2016.037

**1 MULTI-MODAL PLAZA CONCEPT DIAGRAM**  
1" = 50'-0"



*Ex. 21 (Enlarged Copy)*





S 21ST ST. LOOKING WEST



S 21ST ST. LOOKING EAST

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1 MULTI-MODAL PLAZA CONCEPT DIAGRAM  
 1" = 50'-0"

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EX-21

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**Legg, Louisa**

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**From:** Price, Richard  
**Sent:** Tuesday, May 24, 2016 4:32 PM  
**To:** Hearing Examiner  
**Subject:** FW: Brewery District Draft Final TIA, Feb 2016  
**Attachments:** Brewery District Transportation Study 020516 Optimized.pdf

Per your request.

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**From:** Diekmann, Joshua  
**Sent:** Tuesday, May 24, 2016 4:10 PM  
**To:** Price, Richard  
**Subject:** Brewery District Draft Final TIA, Feb 2016

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**EX. 22**

# Tacoma Brewery District Transportation Study

Prepared for:  
City of Tacoma

March 2016

SE15-0409

by  
**FEHR & PEERS**



**ORIGINAL**

*EX. 22*





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## INTRODUCTION

Tacoma's Brewery District is expected to absorb substantial amounts of new development over the next 25 years, with planning for several large-scale projects currently underway. In anticipation of this new development, the City is completing an area wide transportation study to evaluate the existing transportation conditions, and identify improvements needed to serve the expected growth.

The Brewery District study area is shown in **Figure 1**. The neighborhood is located in the south part of Downtown Tacoma and west of I-705. The north end of the study area has two key institutional anchors: the Convention Center and University of Washington, Tacoma (UWT). To the south, the area is more industrial in nature, and includes more vacant land. The topography of the study area is another key feature, with a steep incline from the east to the west.

**Figure 1** shows the location of several developments currently in the planning stage:

- Tacoma Convention Center Hotel – including retail and residential units in its final phase
- City 6.4 Acre Site – a mixed use development with housing, office, and retail
- JET Building – a brewery and tasting room
- Sites A, B, and C – residential units, light industrial and retail uses





Figure 1  
Study Area