




TO: T.C. Broadnax, City Manager

FROM: Peter Huffman, Interim Director
Planning and Development Services Department 

SUBJECT: **North Downtown Subarea Plan and Environmental Impact Statement (EIS)**

DATE: April 24, 2013

We are pleased to announce the initiation of the North Downtown Subarea Plan and Environmental Impact Statement project. The North Downtown Subarea Plan will extend the planning effort currently underway in the South Downtown and MLK subareas north through the Stadium District and involves the development of an innovative, area-wide plan for Tacoma's North Downtown which will become an element of the City's Comprehensive Plan. The project will identify short- and long-term goals and objectives for this area and outline specific implementation strategies to achieve them.

Together with the Subarea Plan, the non-project EIS will evaluate the environmental impacts associated with alternative(s) that are part of the Subarea Plan and identify measures that will be used to mitigate any potential adverse impacts identified. Specifically, the EIS will analyze the impacts associated with future development in this portion of downtown over approximately the next 20 years, along with potential increases in employment and population that are being planned for in this area.

Bates Technical College will be partnering with the City of Tacoma as the State Environmental Policy Act (SEPA) co-lead agency for the North Downtown Subarea Plan and EIS; this arrangement mirrors that in the South Downtown Subarea Plan where the City partnered with the University of Washington Tacoma. Bates Technical College has prepared a Memorandum of Understanding (MOU) which memorializes this arrangement, respective responsibilities, and designates the City of Tacoma as the nominal lead agency.

Funding for the project is provided through grant funding from the State Community Economic Revitalization Board (CERB) in the amount of \$50,000, a grant application which was approved by Council in April of 2012.

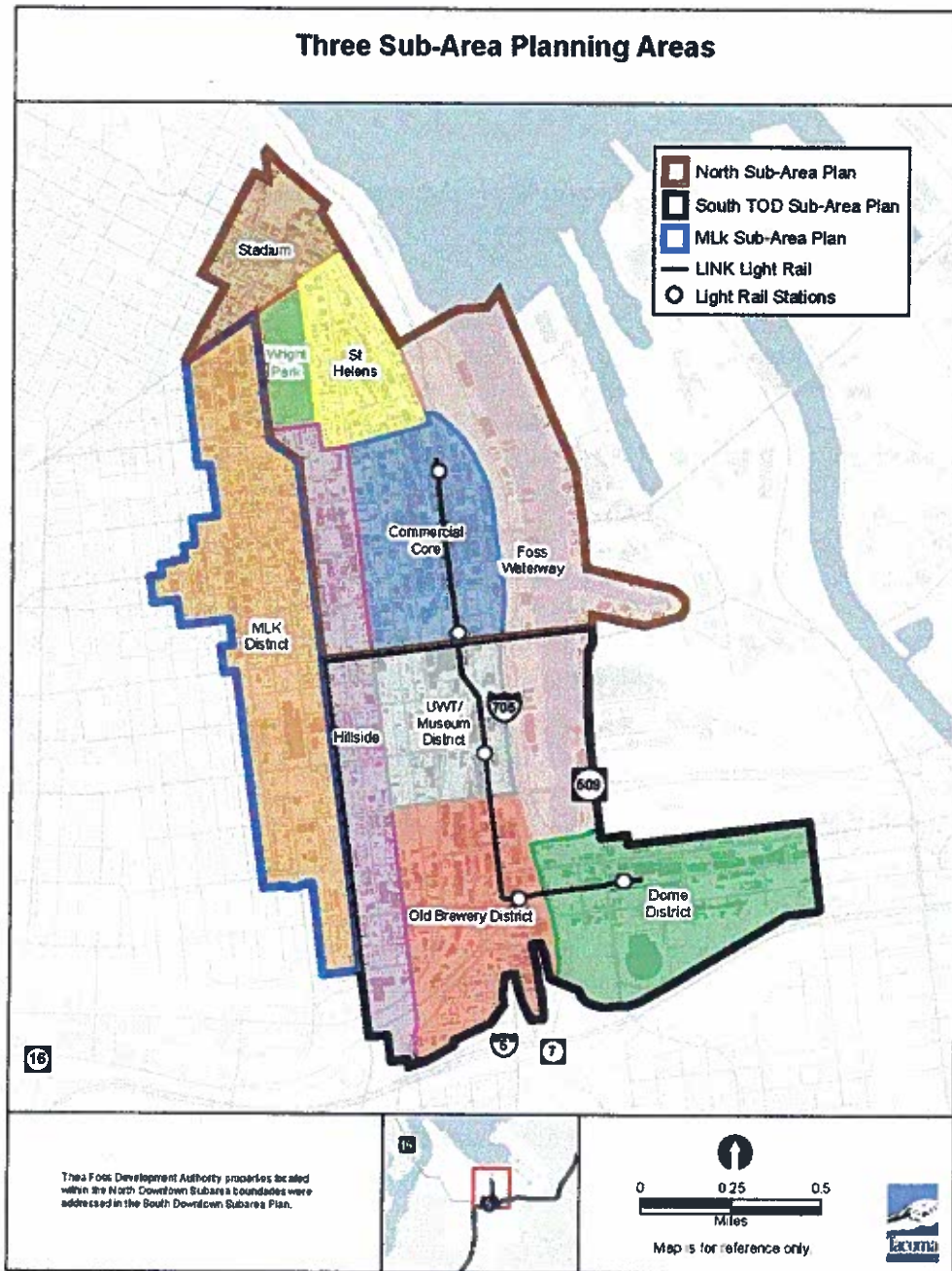
Community meeting and scoping notices for the North Downtown Subarea Plan and EIS are slated to be mailed to community members, agencies, and other identified stakeholders at the end of next month which will formally kick-off the project. The project timeline is as follows:

- Scoping period – May/June 2013
- Preliminary goals and policies – July 2013
- Draft Subarea Plan and Draft EIS – September 2013
- Final Subarea Plan and Final EIS – November 2013
- Council Adoption – December 2013

Attached are a map of the study area and a copy of the MOU with Bates Technical College. If you or members of the City Council have questions about this information, please contact Ian Munce, Special Assistant to the Director, at 253-573-2478 or imunce@cityoftacoma.org.

PH:cg
Attachments

North Downtown Subarea Plan & EIS Boundaries





March 26, 2013

Mr. T.C. Broadnax
City Manager
City of Tacoma
747 Market Street
Tacoma, WA 98402

Dear Mr. Broadnax,

Thank you for inviting Bates Technical College (Bates) to share lead agency responsibilities in the development of the North Downtown Sub-Area Plan, a project that is funded by the State Community Economic Revitalization Board to assist in Downtown revitalization. It is our understanding that the project is focused on engaging communities, translating broad policies into regulations and programs that work, implementing a coordinated vision for areas that connect jobs, affordable housing, and mobility, leveraging investments, and changing public perception such that density is associated with livability.

The development and implementation of this plan will serve the crucial purpose of shaping and revitalizing the community that Bates is part of and the members it serves. As such, Bates is honored to have the opportunity to partner with the City of Tacoma in this important effort. Pursuant to WAC 197-11-944, we will be preparing a Memorandum of Understanding that memorializes this arrangement, our respective responsibilities, and designates the City of Tacoma as the nominal lead agency.

The Bates lead staff person shall be Director of Facilities and Operations, Marty Mattes, under designated authority of President, Dr. Ron Langrell. Marty may be reached at (253) 680-7156 or at email mmattes@bates.ctc.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Langrell", is written over a light blue rectangular background.

Ron Langrell
President

Thanks T.C.

cc: Mr. Peter Huffman, Interim Director, Planning & Development Services, City of Tacoma
Marty Mattes, Director of Facilities and Operations

Downtown Campus | 1101 S. Yakima Ave., Tacoma, WA 98405 | 253.680.7000

Mohler Campus | 2320 S. 19 St., Tacoma, WA 98405 | 253.680.7700

South Campus | 2201 S. 78 St., Tacoma, WA 98409 | 253.680.7400

Bates Technical College is an equal opportunity and non-discriminatory employer and educational institution.

**SEPA Co-LEAD AGENCY AGREEMENT
MEMORANDUM OF UNDERSTANDING
Between
City of Tacoma and Bates Technical College**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the City of Tacoma (City) and Bates Technical College (College), collectively the "Parties."

II. PURPOSE

In recognition of the vital role played by the College in the community and area that is the subject of this agreement, the City and College have agreed to share lead agency responsibilities under the State Environmental Policy Act (SEPA), chapter 43.21C RCW, in the development of the North Downtown Sub-Area Plan, a project that is funded by the State Community Economic Revitalization Board to assist in Downtown revitalization.

This memorandum of understanding (MOU) delineates the duties of each co-lead agency, how decisions will be made, a plan for resolution of conflicts, and how the MOU may be dissolved.

III. DUTIES

A. Nominal Lead Agency. The City shall be the nominal lead agency. As the nominal lead agency, the City shall be responsible for:

- (i) providing all notices required by SEPA and City ordinances and regulations;
- (ii) planning, coordinating, scheduling and providing notice of public meetings required by SEPA;
- (iii) planning, coordinating and scheduling community forums and presentations;
- (iv) providing required opportunities to comment on SEPA documents;
- (v) preparing or causing the preparation of environmental documents required by SEPA;
- (vi) making all filings and publications required by SEPA;
- (vii) defending any administrative and/or court challenge to the adequacy of the environmental documents;
- (viii) identifying the actions, as defined in SEPA, that would be necessary to implement the North Downtown Sub-Area Plan;
- (ix) contracting with consultants, architects, and others for the preparation of the Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS) and related technical documents;
- (x) receiving or recording all public comment including, but not limited to, all oral transcripts, written and electronic documents received;
- (xi) solicit, accept, review and rank bids from prospective consultants as needed for the preparation of the DEIS/FEIS and pay the consultant fees and associated costs;
- (xii) providing copies of all documents that the City receives in its performance of the above-listed obligations to the College within ten (10) days of receipt;

(xiii) compliance with all other local, state, and federal requirements associated with the development and implementation of the North Downtown Sub-Area Plan.

B. Co-Lead Agency. The College shall be the co-lead agency. As the co-lead agency, the College shall be responsible for:

- (i) hosting meetings, forums and presentations associated with development of the North Downtown Sub-Area Plan;
- (ii) assisting with organizing and presiding over meetings as appropriate and agreed upon by the Parties;
- (iii) inviting members of the College community to provide input, suggestions, and ideas about proposals;
- (iv) providing input on all aspects of the North Downtown Sub-Area Plan, as well as associated code revisions, zoning, landscaping and improvements including, but not limited to, traffic and parking related area development;
- (v) providing information and input that enables incorporation of College long range planning and development into the North Downtown Sub-Area Plan and associated EIS;
- (vi) reviewing draft scoping notices and provide comments or notify the City of its approval within five (5) working days of receipt of the draft;
- (vii) reviewing preliminary draft reports and technical memoranda and provide comments to the City within ten (10) working days;
- (viii) reviewing preliminary drafts of a DEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within fifteen (15) working days;
- (ix) reviewing drafts of a FEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within ten (10) Working Days;
- (x) promptly providing access to data, studies, or information reasonably available to the College with respect to any provision that falls within the scope of the Colleges' Strategic Plan and Facilities Master Plan;

C. Mutual Agreement and Responsibilities:

The Parties mutually agree:

- (i) to work together in apprising each other, as far in advance as possible, of any related actions or problems that might affect the environmental analyses and documentation process or that might affect any of the Parties;
- (ii) to work together to ensure involvement of all agencies, organizations, and interested Parties in the public meetings to benefit the process of developing the North Downtown Sub-Area Plan;
- (iii) to jointly direct the work of any consultants throughout the process of DEIS/FEIS preparation. However, the Parties may agree to allocate primary responsibility for reviewing and directing the work of the consultant on various pieces of the analysis depending on each Party's expertise and areas of concern.
- (iv) that through a joint scoping process, the Parties will scope the issues to be included in the DEIS/FEIS;

- (v) to review the environmental analysis and documentation prior to issuance of the draft and final EIS;
- (vi) to actively participate throughout this process;
- (vii) that the College is not financially responsible for any costs incurred as a result of this MOU.

IV. DECISION MAKING AND DISPUTE RESOLUTION

The co-lead agencies agree to try to make decisions by consensus throughout the SEPA process in regards to scope, content and timing. The co-lead agencies recognize that the final SEPA document must contain sufficient environmental analysis for decision-making of all agencies with jurisdiction. Therefore, areas of environmental concern, potential mitigation, and reasonable alternatives suggested by either co-lead agency shall be included in the document.

If the co-lead agencies cannot agree on an issue that would prevent their approval of the SEPA document or otherwise prevent them from sharing lead agency duties, either agency may withdraw from this MOU following notification to the other co-lead agency in writing of the issue under dispute, including a suggested resolution. The co-lead agency having receipt of such a letter shall have the option to agree to the suggested resolution, offer an alternate resolution, or agree to dissolve the MOU.

If at any time the MOU is dissolved, the City, as nominal lead agency, shall acquire full responsibility as lead agency for the proposal and may thereafter continue with completion of the SEPA process at its discretion.

V. OTHER PROVISIONS

1. Nothing in this MOU shall be construed as limiting or affecting in any way the authority or legal responsibilities of the City or the College.
2. Nothing in this MOU binds the Parties to perform beyond their respective authorities.
3. Nothing in this MOU requires the Parties to assume or expend any funds in excess of available appropriates, authorized by law.
4. This MOU is neither a fiscal nor a funds obligation document.
5. Nothing in this MOU restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.
6. The provisions of this MOU are subject to the laws of the State of Washington.
7. Amendments or supplements to this MOU may be proposed by the Parties and shall become effective upon written approval of all Parties.
8. In addition to the dispute resolution section of this agreement, any Party may terminate its participation in this MOU at any time through written notification to the other Party at least thirty (30) days prior to termination.

- 9. This MOU shall become effective upon signature by all Parties. This MOU may be executed in one or more counterparts, each of which will be considered an original document.
- 10. Neither Party of this MOU is the agent of the other. Except as otherwise provided in the MOU, each Party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a Party to this agreement.
- 11. This MOU shall remain in effect for three years unless earlier terminated/dissolved.

VI. CONTACTS

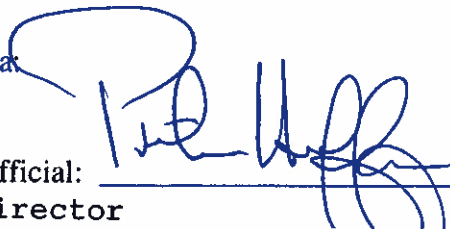
The primary points of contact for carrying out the provision of this MOU are:

For the City:	Peter Huffman 747 Market Street, Room 345 Tacoma WA 98402 (253) 591-5373 phuffman@cityoftacoma.org
Insert Name, Address, phone and email	
For the College:	

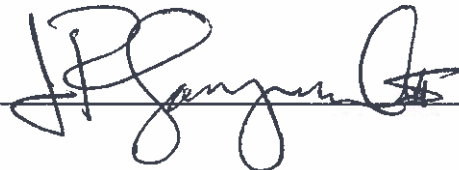
Marty Mattes, Director of Facilities and Operations
Bates Technical College
1101 South Yakima Ave
Tacoma WA 98405
(253) 680-7156
mmattes@bates.ctc.edu

VII. SIGNATURE

The Parties have signed this MOU as of the dates shown below.

City of Tacoma  _____ Date: 4/24/13

Responsible Official: _____
Interim Director
Planning and Development Services
Bates Technical College:

Responsible Official:  _____ Date: April 3, 2013
Title: President

