



## Legislation Passed October 3, 2017

The Tacoma City Council, at its regular City Council meeting of October 3, 2017, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

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### **Resolution No. 39825**

A resolution setting Tuesday, October 17, 2017, at approximately 5:15 p.m., as the date for a public hearing by the City Council, on the proposed Interim Regulations relating to the Tideflats subarea planning process, and amending various chapters in Title 13 of the Municipal Code, relating to the Land Use Regulatory Code, as recommended by the Planning Commission.

[Stephen Atkinson, Senior Planner, Peter Huffman, Director, Planning and Development Services]

### **Resolution No. 39826**

A resolution setting Wednesday, November 8, 2017, at 9:00 a.m., as the date for a hearing by the Hearing Examiner on the request to vacate a portion of the air rights of East 29th Street, beginning at a minimum vertical distance of 24.6 feet from the finished street grade, between the east margin of Portland Avenue and terminating at a point 100 feet west of the west margin of East R Street, abutting and adjacent to Tribal property, in preparation for a new multi-level garage structure, casino, hotel, and restaurant. (Puyallup Tribe of Indians; File No. 124.1382)

[Ronda Cornforth, Senior Real Estate Specialist; Kurtis D. Kingsolver, P.E., Director, Public Works]

### **Resolution No. 39827**

A resolution setting Wednesday, November 8, 2017, at 1:30 p.m., as the date for a hearing by the Hearing Examiner on the request to vacate a portion of the air rights of East R Street, beginning at a minimum vertical distance of 24.6 feet from the finished street grade, between the south margin of East 29th Street and north margin of East 30th Street, abutting and adjacent to Tribal property, in preparation for a new multi-level garage structure, casino, hotel, and restaurant.

(Puyallup Tribe of Indians; File No. 124.1383)

[Ronda Cornforth, Senior Real Estate Specialist; Kurtis D. Kingsolver, P.E., Director, Public Works]

**Resolution No. 39828**

A resolution setting Thursday, November 16, 2017, at 9:00 a.m., as the date for a hearing before the Hearing Examiner on the request to vacate a portion of the remnant alley segment between East 29th Street and East 30th Street lying east of East R Street and west of the East 30th Street connector road, in preparation for a new multi-level garage structure, casino, hotel, and restaurant.

(Puyallup Tribe of Indians; File No. 124.1384)

[Ronda Cornforth, Senior Real Estate Specialist; Kurtis D. Kingsolver, P.E., Director, Public Works]

**Resolution No. 39829**

A resolution awarding a contract to Gordon Truck Centers, Inc. d.b.a. Freightliner Northwest, in the amount of \$367,000, plus applicable sales tax, budgeted from the Public Works Fleet Equipment Rental Fund and Wastewater Fund, for three new cabs and chassis as replacement for three existing vehicles - Washington State Contract No. 01513.

[Paul Hanna, Assistant Division Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

**Resolution No. 39830**

A resolution awarding a contract to Tucci & Sons, Inc., in the amount of \$3,551,758.20, plus applicable sales tax, plus a 20 percent contingency, for a total of \$4,262,109.84, budgeted from various departmental funds, for the restoration of approximately 45 blocks of residential streets, construction of sidewalk and ADA ramps, extending and upgrading stormline, and replacing the sanitary sewer line - Specification No. PW17-0083F.

[Said Seddiki, P.E., Project Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

**Resolution No. 39831**

A resolution authorizing Click! Network to accept a ten-year non-exclusive franchise agreement with the City of Puyallup, to accommodate construction of a fiber optic line connecting the Click! Network to the Centeris Regional Data Center.

[Tenzin Gyaltzen, Click! General Manager; Chris Robinson, Power Superintendent]

**Resolution No. 39832**

A resolution consenting to and ratifying a lease agreement between Metro Parks Tacoma and Tacoma School District No. 10 for use and occupancy of the Environmental Learning Center premises.

[Jennifer Hines, Assistant Division Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

**Resolution No. 39833**

A resolution declaring surplus and authorizing the execution of a Quit Claim Deed to convey vacant, undeveloped residential land, located at 3308 58th Avenue Northeast, to Homes by Landmark, Inc., for the amount of \$95,000.

[Ronda Cornforth, Senior Real Estate Specialist; Kurtis D. Kingsolver, P.E., Director, Public Works]

**Resolution No. 39834**

A resolution authorizing the execution of a Multi-Family Housing Eight-Year Limited Property Tax Exemption Agreement with TLF 415 St. Helens Avenue, LLC, for the development of 247 multi-family market-rate rental housing units, located at 409, 415, 419, and 429 St. Helens Avenue in the Downtown Regional Growth Center. [Debbie Bingham, Economic Development Specialist; Ricardo Noguera, Director, Community and Economic Development]

**Resolution No. 39835**

A resolution authorizing the execution of a Multi-Family Housing Eight-Year Limited Property Tax Exemption Agreement with DMG Capital Group LLC, for the development of 115 multi-family market-rate rental housing units, located at 415 East 25th Street in the Downtown Regional Growth Center. [Debbie Bingham, Economic Development Specialist; Ricardo Noguera, Director, Community and Economic Development]

**Resolution No. 39836**

A resolution directing the City Manager to coordinate with Pierce Transit to identify additional partners for a feasibility study to analyze a potential Fast Foot Ferry between Tacoma and Seattle; to work with Pierce Transit on the feasibility for high capacity transit to serve the South End and downtown Tacoma; and to work with Sound Transit to expedite deliverables of both the Sound Transit 2 and Sound Transit 3 that are planned for Tacoma. [Mayor Strickland, Deputy Mayor Thoms, and Council Member Mello]

**Ordinance No. 28455**

An ordinance amending Chapter 13.06 of the Municipal Code, relating to Zoning, to reclassify three parcels along South Orchard Street, from an R-2 Single-Family Dwelling District to an R-4-L Low-Density Multiple-Family Dwelling District, and modifying a previously approved reclassification of three adjacent parcels, to facilitate multi-family development of the overall site, with a primary site address of 1410 South Orchard Street. (Orchard Street Acquisition, LLC; Orchard Street Investors, LLC; File No. LU17-0074) [Jeff H. Capell, Hearing Examiner]

**Ordinance No. 28456**

An ordinance amending Chapter 1.12 of the Municipal Code, relating to the Compensation Plan, to implement rates of pay and compensation, restore the classification of Tacoma Venues and Events Attendant, and create the classifications of Senior Labor Relations Manager and Utilities Safety Manager. [Kari Louie, Benefits Manager; Gary Buchanan, Director, Human Resources]

**Ordinance No. 28457**

(First and Final Reading) An ordinance adopting additional findings; amending Section 6 of Ordinance No. 28430 by extending the sunset date of the declaration of public emergency relating to the conditions of homeless encampments from October 9, 2017, to December 31, 2017; and declaring an emergency, making necessary the passage of this ordinance and it becoming effective immediately. [Elizabeth Pauli, City Manager]

**Ordinance No. 28458**

(First and Final Reading) An ordinance amending Chapter 8.12 of the Municipal Code, relating to Disorderly Conduct, to prohibit public property camping, by extending the sunset date from October 9, 2017, to December 31, 2017, and declaring an emergency, making the passage of this ordinance and it becoming effective immediately.

[Shawn Gustason, Assistant Police Chief; Donald Ramsdell, Police Chief]



## RESOLUTION NO. 39825

1 A RESOLUTION relating to Interim Regulations for the Tideflats Subarea  
2 Planning process and amendment of various sections of Chapters 13.04,  
3 13.05, 13.06, and 13.10 of the Tacoma Municipal Code; and setting  
4 October 17, 2017, as the date for a public hearing on the proposed Interim  
5 Regulations, as recommended by the Planning Commission.

6 WHEREAS, on May 9, 2017, the City Council adopted Amended  
7 Resolution No. 39723 to initiate the subarea planning process for the Tideflats  
8 area, allocate resources necessary to move forward with the plan, and request  
9 the Planning Commission (“Commission”) to begin discussions regarding the  
10 need for interim regulations related to the Container Port Element, while the  
11 subarea planning process is underway, and

12 WHEREAS the Tideflats Subarea Plan is expected to commence at the  
13 beginning of 2018, and take up to two years to complete, and

14 WHEREAS the Commission conducted several deliberations and  
15 concluded with a preliminary determination that Tideflats Interim Regulations, as  
16 contemplated in Amended Resolution No. 39723, would be warranted, and

17 WHEREAS, to illustrate the scope of such Interim Regulations and assist  
18 the City Council in making an informed decision, the Commission proceeded with  
19 developing draft Interim Regulations that would revise the following sections of  
20 the Tacoma Municipal Code (“TMC”): TMC 13.04, Platting and Subdivisions;  
21 TMC 13.05.020, Notice Process; TMC 13.06.200, Commercial Districts;  
22 TMC 13.06.400, Industrial Districts; and TMC 13.10, Shoreline Master Program;  
23 as well as create a new Section 13.06.580, Interim Industrial Use Restrictions,  
24 and  
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WHEREAS the draft Interim Regulations included the following proposals:

1. Expanded permit notification for heavy industrial uses Citywide that require a discretionary permit or SEPA determination;
2. Pause on new, and expansion of existing, certain non-industrial uses in the Port of Tacoma Manufacturing/Industrial Center;
3. Pause on new platting along the slopes and shoreline along Marine View Drive in Northeast Tacoma;
4. Citywide pause on the following heavy industrial uses:
  - a. Coal terminals and bulk coal storage facilities;
  - b. Oil or other liquefied or gaseous fossil fuel terminals, bulk storage, manufacturing, production, processing, and refining;
  - c. Bulk chemical storage, production , and processing, including acid manufacture;
  - d. Smelting; and
  - e. Mining and quarrying,

and

WHEREAS, on September 13, 2017, the Commission conducted a public hearing to broadly engage the community and stakeholders in the development of the proposed Interim Regulations, and

WHEREAS the Commission is reviewing comments received during the public hearing process, and is expected to formulate its findings of fact and recommendation on October 4, 2017, and



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WHEREAS it is the intent of the City Council to enact the Tideflats Interim Regulations based on the Commission's recommendation, with modifications as appropriate, within a relatively short time upon receiving the Commission's recommendation, and

WHEREAS, pursuant to TMC 13.02.055 the City Council shall conduct a public hearing within at least 60 days of enacting interim regulations, and the City Council considers it appropriate and prudent to conduct such public hearing upon or immediately prior to the consideration of enacting the proposed Tideflats Interim Regulations; Now, Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

Section 1. That Tuesday, October 17, 2017, at approximately 5:15 p.m., is hereby fixed as the time, and the Pantages Theater, located at 901 Broadway, Tacoma, Washington, as the place when and where a public hearing shall be held on proposed Interim Regulations relating to the Tideflats subarea planning process and amendment of various sections of Chapters 13.04, 13.05, 13.06, and 13.10 of the Tacoma Municipal Code, as recommended by the Planning Commission.



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Section 2. That the City Clerk shall give proper notice of the time and place of said hearing.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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





## RESOLUTION NO. 39826

1 A RESOLUTION relating to the vacation of City right-of-way; setting  
 2 Wednesday, November 8, 2017, at 9:00 a.m., as the date for a hearing  
 3 before the City of Tacoma Hearing Examiner on the petition of the  
 4 Puyallup Tribe of Indians to vacate a portion of the air rights of  
 5 East 29th Street, beginning at a minimum vertical distance of 24.6 feet  
 6 from the finished street grade, between the easterly margin of Portland  
 Avenue, and terminating at a point 100 feet west of the westerly margin  
 of East R Street, abutting and adjacent to Tribal property, in preparation  
 for a new multi-level garage structure, casino, hotel, and restaurant.

7 WHEREAS the Puyallup Tribe of Indians has petitioned for the vacation  
 8 of the following legally described right-of-way area:

9 That portion of the Southwest Quarter of the Northeast  
 10 Quarter of Section 10, Township 20 North, Range 03 East  
 11 of the Willamette Meridian, more particularly described as  
 follows:

12 That portion of East 29th Street air rights lying easterly of the  
 13 east margin of Portland Avenue extended between a point  
 14 marking the Northeast corner of a parcel conveyed to the City  
 of Tacoma as recorded under Auditor File Number  
 15 8508260151, records of Pierce County, Washington, said  
 point being 18 feet east of the Northwest corner of Block 7946  
 16 of the Indian Addition to the City of Tacoma, according to the  
 Plat thereof filed on May 1, 1896 in Book 7 of Plats at pages  
 17 30 and 31, records of Pierce County, Washington and the  
 Southwest corner of Lot 2, Block 7945 of said plat and lying  
 18 westerly of a line extended from the Southeast corner of  
 Lot 24 of said Block 7945 to the Northeast corner of Lot 24 of  
 19 Block 7946, beginning at a minimum vertical distance of  
 20 24.6 feet above as measured perpendicular to the finished  
 street grade.

22 All situate in the City of Tacoma, County of Pierce, State of  
 23 Washington;

24 Now, Therefore,

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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That Wednesday, November 8, 2017, at 9:00 a.m., is hereby fixed as the date and time, and the Council Chambers on the first floor of the Tacoma Municipal Building, 747 Market Street, in the City of Tacoma, as the place when and where said request by the Puyallup Tribe of Indians to vacate a portion of the air rights of East 29th Street, beginning at a minimum vertical distance of 24.6 feet from the finished street grade, between the easterly margin of Portland Avenue, and terminating at a point 100 feet west of the westerly margin of East R Street, abutting and adjacent to Tribal property, in preparation for a new multi-level garage structure, casino, hotel, and restaurant, will be heard by the Hearing Examiner and his recommendations thereafter transmitted to the Council of the City of Tacoma.



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Section 2. That the Clerk of the City of Tacoma shall give proper notice of the time and place of said hearing.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

Property description approved:

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

\_\_\_\_\_  
Chief Surveyor  
Public Works Department

Location: A portion of the East 29th Street air rights, beginning at a minimum vertical distance of 24.6 feet from the finished street grade, between the easterly margin of Portland Avenue and terminating at a point 100 feet west of the westerly margin of East R Street

Petitioner: Puyallup Tribe of Indians

File No.: 124.1382



## RESOLUTION NO. 39827

1 A RESOLUTION relating to the vacation of City right-of-way; setting  
2 Wednesday, November 8, 2017, at 1:30 p.m., as the date for a hearing  
3 before the City of Tacoma Hearing Examiner on the petition of the  
4 Puyallup Tribe of Indians to vacate all that portion of the East R Street air  
5 rights, beginning at a minimum vertical distance of 24.6 feet from the  
6 finished street grade, between the southerly margin of East 29th Street  
7 and northerly margin of East 30th Street, abutting and adjacent to Tribal  
8 property, in preparation of a new multi-level garage structure, casino,  
9 hotel, and restaurant.

10 WHEREAS the Puyallup Tribe of Indians, having received the consent of  
11 the owners of more than two-thirds of the properties abutting all that portion of the  
12 East R Street air rights, beginning at a minimum vertical distance of 24.6 feet from  
13 the finished street grade, between the southerly margin of East 29th Street and  
14 northerly margin of East 30th Street, abutting and adjacent to Tribal property, has  
15 petitioned for the vacation of the following legally described right-of-way area:

16 That portion of the Southwest Quarter of the Northeast Quarter of  
17 Section 10, Township 20 North, Range 03 East of the Willamette  
18 Meridian, more particularly described as follows:

19 That portion of East 'R' Street air rights lying southerly of the south  
20 margin of East 29th Street extended between the Northeast corner  
21 of Block 7946 of the Indian Addition to the City of Tacoma,  
22 according to the Plat thereof filed on May 1, 1896 in Book 7 of Plats  
23 at pages 30 and 31, records of Pierce County, Washington, and the  
24 Northwest corner of Block 7950 of said plat and lying northerly of  
25 the north margin of East 30th Street extended between the  
26 Southeast corner of Block 8045 and the Southwest corner of Block  
8049, both of said plat, beginning at a minimum vertical distance of  
24.6 feet above as measured perpendicular to the finished street  
grade.

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

Now, Therefore,



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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That Wednesday, November 8, 2017, at 1:30 p.m., is hereby fixed as the date and time, and the Council Chambers on the first floor of the Tacoma Municipal Building, 747 Market Street, in the City of Tacoma, as the place when and where said request will be heard by the Hearing Examiner and his recommendations thereafter transmitted to the Council of the City of Tacoma.

Section 2. That the Clerk of the City of Tacoma shall give proper notice of the time and place of said hearing.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

Property description approved:  
  
\_\_\_\_\_  
Chief Surveyor  
Public Works Department

Location: All that portion of the East R Street air rights, beginning at a minimum vertical distance of 24.6 feet from the finished street grade, between the southerly margin of East 29th Street and northerly margin of East 30th Street

Petitioner: Puyallup Tribe of Indians

File No.: 124.1383



## RESOLUTION NO. 39828

1 A RESOLUTION relating to the vacation of City right-of-way; setting Thursday,  
2 November 16, 2017, at 9:00 a.m., as the date for a hearing before the City  
3 of Tacoma Hearing Examiner on the petition of the Puyallup Tribe of Indians  
4 to vacate all that portion of the remnant alley segment between East 29th  
5 Street and East 30th Street lying east of East R Street and west of the East  
6 30th Street connector road, in preparation a new multi-level garage  
7 structure, casino, hotel, and restaurant.

8 WHEREAS the Puyallup Tribe of Indians, having received the consent of  
9 the owners of more than two-thirds of the properties abutting all that portion of the  
10 remnant alley segment between East 29th Street and East 30th Street lying east of  
11 East R Street and west of the East 30th Street connector road, has petitioned for  
12 the vacation of the following legally described right-of-way area:

13 All that portion of alley right of way lying between East 29th Street  
14 and East 30th Street lying Easterly of East "R" Street and Westerly  
15 of the East 30th Street connector road, being between and abutting  
16 Lots 1 through 20, of Blocks 7950 and 8049 of Map of the Indian  
17 Addition to the City of Tacoma.

18 Situate in the City of Tacoma, County of Pierce, State of  
19 Washington; within Section 10, Township 20 North, Range 03 East  
20 of the Willamette Meridian;

21 Now, Therefore,

22 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

23 Section 1. That Thursday, November 16, 2017, at 9:00 a.m., is hereby  
24 fixed as the date and time, and the Council Chambers on the first floor of the  
25 Tacoma Municipal Building, 747 Market Street, in the City of Tacoma, as the  
26 place when and where said request will be heard by the Hearing Examiner and  
his recommendations thereafter transmitted to the Council of the City of  
Tacoma.



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Section 2. That the Clerk of the City of Tacoma shall give proper notice of the time and place of said hearing.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

Property description approved:  
  
\_\_\_\_\_  
Chief Surveyor  
Public Works Department

Location: All that portion of the remnant alley segment between East 29th Street and East 30th Street lying east of East R Street and west of the East 30th Street connector road  
Petitioner: Puyallup Tribe of Indians  
File No.: 124.1384



## RESOLUTION NO. 39829

1 A RESOLUTION related to the purchase of materials, supplies or equipment,  
2 and the furnishing of services; authorizing the execution of a contract  
3 with Gordon Truck Centers, Inc. d.b.a. Freightliner Northwest, in the  
4 amount of \$367,000, plus applicable sales tax, budgeted from the Public  
5 Works Fleet Equipment Rental Fund and Wastewater Fund, for the  
6 purchase of three new cabs and chassis as replacement for three  
7 existing vehicles, pursuant to Washington State Contract No. 01513.

8 WHEREAS the City has complied with all applicable laws and processes  
9 governing the acquisition of those supplies, and/or the procurement of those  
10 services, inclusive of public works, as is shown by the attached Exhibit "A,"  
11 incorporated herein as though fully set forth, and

12 WHEREAS the Board of Contracts and Awards has concurred with the  
13 recommendation for award as set forth in the attached Exhibit "A"; Now,

14 Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the Council of the City of Tacoma concurs with the  
17 Board of Contracts and Awards to adopt the recommendation for award as set  
18 forth in the attached Exhibit "A."

19 Section 2. That the proper officers of the City are hereby authorized to  
20 enter into a contract with Gordon Truck Centers, Inc. d.b.a. Freightliner  
21 Northwest, in the amount of \$367,000, plus applicable sales tax, budgeted from  
22 the Public Works Fleet Equipment Rental Fund and the Wastewater Fund, for  
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1 the purchase of three new cabs and chassis as replacement for three existing  
2 vehicles, pursuant to Washington State Contract No. 01513, consistent with  
3 Exhibit "A."  
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5 Adopted \_\_\_\_\_  
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8 Mayor

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11 City Clerk

12 Approved as to form:  
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14 \_\_\_\_\_  
15 City Attorney

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## RESOLUTION NO. 39830

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and  
2 the furnishing of services; authorizing the execution of a contract with  
3 Tucci & Sons, Inc., in the amount of \$3,551,758.20, plus applicable sales  
4 tax, plus a 20 percent contingency, for a cumulative total of \$4,262,109.84,  
5 budgeted from various departmental funds, for the restoration of  
6 approximately 45 blocks of residential streets, construction of sidewalk and  
7 ADA ramps, extending and upgrading stormline, and replacing the sanitary  
8 sewer line, pursuant to Specification No. PW17-0083F.

9 WHEREAS the City has complied with all applicable laws and processes  
10 governing the acquisition of those supplies, and/or the procurement of those  
11 services, inclusive of public works, as is shown by the attached Exhibit "A,"  
12 incorporated herein as though fully set forth, and

13 WHEREAS the Board of Contracts and Awards has concurred with the  
14 recommendation for award as set forth in the attached Exhibit "A"; Now,  
15 Therefore,

16 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

17 Section 1. That the Council of the City of Tacoma concurs with the  
18 Board of Contracts and Awards to adopt the recommendation for award as set  
19 forth in the attached Exhibit "A."

20 Section 2. That the proper officers of the City are hereby authorized to  
21 enter into a contract with Tucci & Sons, Inc., in the amount of \$3,551,758.20,  
22 plus applicable sales tax, plus a 20 percent contingency, for a cumulative total  
23 of \$4,262,109.84, budgeted from various departmental funds, for the restoration  
24 of approximately 45 blocks of residential streets, construction of sidewalk and  
25 ADA ramps, extending and upgrading stormline, and replacing the sanitary  
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sewer line, pursuant to Specification No. PW17-0083F, consistent with

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Exhibit "A."

Adopted \_\_\_\_\_

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Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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



## RESOLUTION NO. 39831

1 A RESOLUTION relating to the City of Tacoma, Department of Public Utilities,  
2 Light Division, d.b.a. Click! Network ("Click!"); authorizing Click! to accept a  
3 ten-year non-exclusive Franchise Agreement with the City of Puyallup for  
4 the purpose of accommodating the construction of a fiber optic line  
5 connecting Click! Network to the Centeris Regional Data Center.

6 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
7 Division, d.b.a. Click! Network ("Click!"), is requesting approval of a ten-year  
8 telecommunications agreement with the City of Puyallup, and

9 WHEREAS, on August 22, 2017, the Puyallup City Council approved  
10 Ordinance No. 3148, granting a ten-year non-exclusive Telecommunications  
11 Franchise Agreement ("Franchise") to allow Click! facilities to occupy rights-of-way  
12 within the city to accommodate the construction of a fiber optic line connecting  
13 Click! to the Centeris Regional Data Center, and

14 WHEREAS the Franchise sets forth the rights granted and exclusions from  
15 those rights, and obligations such as compliance with permitting and other  
16 right-of-way regulations, providing evidence of self-insured status, relocation of  
17 facilities at the City's request, and payment of fees and taxes, if applicable, and

18 WHEREAS no customers within the City of Puyallup will be served, no  
19 revenue will be generated, and the facility to be constructed in the right-of-way is  
20 for transport only, and

21 WHEREAS, by adoption of Public Utility Board Resolution No. U-10954 on  
22 September 13, 2017, the Franchise was approved, pending confirmation from the  
23 City Council, and  
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WHEREAS it is in the best interests of the City to accept the Franchise as recommended; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That the request of the City of Tacoma, Department of Public Utilities, Light Division, d.b.a. Click! Network ("Click!"), to enter into a ten-year non-exclusive Franchise Agreement granted by the City of Puyallup to Click! for the purpose of accommodating the construction of a fiber optic line connecting Click! Network to the Centeris Regional Data Center, is hereby approved.

Section 2. That the Superintendent of Tacoma Power is hereby authorized to enter into and execute on behalf of the City the Franchise Agreement with the City of Puyallup, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

Requested by Public Utility Board  
Resolution No. U-10954



## RESOLUTION NO. 39832

1 A RESOLUTION relating to Point Defiance Park, consenting to and ratifying a lease  
2 agreement between the Metro Parks Tacoma and the Tacoma School  
3 District for use and occupancy of the Environmental Learning Center (SAMI)  
4 premises.

4 WHEREAS, in 1905, the federal government granted fee ownership of Point  
5 Defiance Park to the City upon the condition that it be used for no purposes other  
6 than a park, and

7 WHEREAS Metro Parks Tacoma manages and operates Point Defiance  
8 Park as a public park, and

9 WHEREAS, since 2009, Metro Parks has leased part of the “triangle area”  
10 within the northeast corner of Point Defiance Park to Tacoma School District  
11 No. 10 (“Tacoma Public Schools”) for its operation of the Science and Math  
12 Institute (“SAMI”), a science and math-centered magnet high school, and

13 WHEREAS, in 2016, Metro Parks successfully obtained voter approval for  
14 the issuance of \$200 million in bonds, most of which is being used to construct  
15 significant improvements within Point Defiance Park, including the triangle area,  
16 resulting in displacement of the physical location of SAMI, whereupon Tacoma  
17 Public Schools sought to relocate to another part of Point Defiance Park, and

18 WHEREAS, in July 2017, Metro Parks Tacoma and Tacoma Public Schools  
19 entered into an Amended and Restated Ground Lease (“Lease”), providing for  
20 Tacoma Public School’s construction of a new learning center (“Environmental  
21 Learning Center”) to replace SAMI and for joint use by Metro Parks, in substantially  
22 the form of the lease agreement attached hereto as Attachment “A,” and  
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WHEREAS the Lease is for a term of 50 years, subject to Metro Parks' right to terminate the Lease if necessary, and

WHEREAS it is anticipated that the Environmental Learning Center will be completed in October 2017, after which time Tacoma Public Schools will open the new center and commence operations, and

WHEREAS it is necessary for the City, as fee owner of Point Defiance Park, to consent to and ratify the grant by Metro Parks Tacoma of a leasehold interest to Tacoma Public Schools for SAMI, and

WHEREAS Point Defiance Park will benefit from continued use by Tacoma Public Schools for operation of SAMI as a magnet school, and

WHEREAS continued operation of SAMI within Point Defiance Park provides an exceptional opportunity for personal interpretive and active learning experiences for students when they are still forming their opinions, values, and ethics, and provides a prime opportunity to instill a sense of stewardship for the long-term support of Point Defiance Park and park programs, and

WHEREAS students who have a positive educational experience in a park will become ambassadors of parks and park programs and encourage visits to the park by other students, family, and friends, which could lead to a general increase in community awareness and support for Point Defiance Park, and

WHEREAS making Point Defiance Park a part of Tacoma Public Schools' educational program helps to emphasize the special characteristics of the park and demonstrates the significance of the park in the community, and develops an



1 understanding of why the park is a protected site to be preserved for future  
2 generations, and

3 WHEREAS consenting to and ratifying the Lease will ensure that the  
4 Tacoma Public Schools will continue to manage and operate SAMI for the term of  
5 the Lease, providing benefit to the City, as fee owner of Point Defiance Park, and  
6 supporting the park purposes to which Point Defiance Park is dedicated, and

7 WHEREAS the City Council finds that it would be in the public interest to  
8 consent to and ratify the Lease upon the conditions as set forth herein; Now,  
9 Therefore,

10 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

11 That the City does hereby consent to and ratify the Amended and Restated  
12 Ground Lease between Metro Parks Tacoma and Tacoma Public Schools, attached  
13 hereto as Attachment "A"; provided that, such consent is conditioned upon approval  
14 and execution by Metro Parks Tacoma and the City of the Consent and Ratification  
15 Agreement in substantially the form of the agreement on file in the Office of the City  
16 Clerk.  
17  
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19 Adopted \_\_\_\_\_  
20

21 \_\_\_\_\_  
22 Mayor

23 Attest:  
24 \_\_\_\_\_

25 City Clerk

26 Approved as to form:  
\_\_\_\_\_  
Chief Deputy City Attorney





**ATTACHMENT "A"**

Lease Agreement

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**AMENDED AND RESTATED  
GROUND LEASE  
BY AND BETWEEN  
THE TACOMA SCHOOL DISTRICT  
AND  
THE METROPOLITAN PARK DISTRICT OF TACOMA  
FOR  
THE POINT DEFIANCE ENVIRONMENTAL LEARNING CENTER**

This Amended and Restated Ground Lease (the "Ground Lease") is made and entered into this \_\_\_\_ day July, 2017 (for reference purposes only), by and between the Tacoma School District No. 10, a political subdivision of the State of Washington (hereinafter the "School District"), and the Metropolitan Park District of Tacoma, a municipal corporation (hereinafter "Metro Parks").

**I. RECITALS**

A. The School District wishes to lease from Metro Parks and Metro Parks wishes to lease to the School District certain real property located at Point Defiance Park in Tacoma, Washington, consisting of approximately 69,929 square feet and more particularly described in Exhibit "A" and depicted on Exhibit "B" hereto (the "Premises") and adjacent to the Point Defiance Zoo & Aquarium ("PDZA").

B. The School District and Metro Parks are authorized under Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into leases of real property with each other.

C. Concurrent with the execution of this Ground Lease, the School District and Metro Parks are entering into a ground lease under which the School District is leasing to Metro Parks certain real property on the campus of the School District's First Creek Middle School for Metro Parks' planned eastside community center (the "Eastside Community Center Ground Lease").

D. The School District and Metro Parks desire that, to the greatest extent legally permissible, the monetary consideration that would otherwise be due from the School District to Metro Parks shall be offset by the leasing of the First Creek Middle School site from the School District to Metro Parks, with the expectation that fair rent due under each of the above described leases shall offset the other.

E. The School District and Metro Parks further desire to provide a mechanism by which the parties may jointly use portions of their respective facilities described in this Ground Lease.

## **II. AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein, the parties agree as follows:

1. Property Leased/Condition Precedent/Exchange of Leased Premises.

1.1. Effective July 1, 2016 (the "Effective Date") the School District hereby leases from and Metro Parks hereby leases to the School District the Premises, together with easement rights for ingress and egress to the Premises over and across all existing roadways located within the boundaries of existing Point Defiance Park. In addition to the Premises, Metro Parks further leases to the School District rights of joint usage of those parking areas depicted on Exhibit C hereto ("Parking Areas"). This Ground Lease does not include access to or use of PDZA, which may be addressed by a separate instrument as provided in Section 7 below.

1.2. Access to the Premises is depicted on Exhibit D and is subject to such reasonable restrictions as adopted, in writing, by Metro Parks.

1.3. The School District's obligations under this Ground Lease are expressly conditioned upon the School District (or its subtenant) (i) obtaining all necessary approvals for the construction of permanent improvements on the Premises from the City of Tacoma, Pierce County, State of Washington and any other governmental entity with jurisdiction; and (ii) obtaining adequate state and local funding, in the School District's sole discretion, for the construction of the School District's planned improvements on the Premises.

2. Term.

2.1. The term of this Ground Lease shall be for fifty (50) years, commencing on July 1, 2016 and terminating on June 30, 2066.

2.2. Metro Parks may terminate this Ground Lease and recapture the Premises prior to the termination date if the Premises become necessary for park or recreation purposes. In the event that Metro Parks exercises this right and terminates this Ground Lease early, such termination shall be subject to the terms

and conditions in Section 25 below. Metro Parks must provide advance written notice of its intent to terminate in accordance with the following:

Lease Year	Advance Written Notice Required
2018	9 Years
2019	8 Years
2020	7 Years
2021	6 Years
2022-2061	5 Years

2.3. This Ground Lease shall automatically terminate if the Eastside Community Center Ground Lease is terminated for any reason or as provided in Section 25 below. Provided, however, that the School District may not terminate the Eastside Community Center Lease so long as any NMTC financing, as provided in Section 24 below, is in place.

3. Use of Premises.

3.1. The Premises shall be used only as an educational facility for the purposes of environmental and education programming and activities for grades pre-school through twelfth grade participation, as well as to hold events that are directly related to environmental and educational programming and shall not be used for any other purpose. The School District shall at its own cost and expense obtain all licenses and permits necessary for its use of the Premises or any portion thereof. In the event that the School District obtains NMTC financing as provided in Section 24, if there is a default on such financing and the NMTC financing lender takes over the Premises (pursuant to an assignment, sublease or otherwise), the new operator of the Premises shall be subject to Metro Parks' approval, in its discretion, not to be unreasonably withheld, conditioned or delayed. The replacement operator shall be subject to all of the restrictions in this Ground Lease.

3.2. The School District shall not allow the use of drones or other powered flying devices on the Premises or portion thereof unless otherwise approved in writing by Metro Parks and proof of appropriate insurance.

3.3. The School District shall not conduct activities on the Premises that materially interfere with the operation of PDZA.

4. Condition of the Premises. Neither Metro Parks nor its agents have made any representations or warranties whatsoever with respect to the condition of the Premises or any improvements thereto, or its fitness or availability for any particular use, and Metro Parks shall not be liable for any latent or patent defect thereon. Use of the Premises by the School District shall be conclusive evidence that the School District accepts the Premises "AS IS," and "IN ITS PRESENT CONDITION," and "WITHOUT ANY WARRANTIES WHATSOEVER."

5. Rent.

5.1. Exchange of Leases. The parties recognize that the fair market rental rate for the Premises is equal to the fair market rental rate for the property Metro Parks leases from the School District pursuant to the Eastside Community Center Ground Lease. Therefore, so long as both this Ground Lease and the Eastside Community Center Ground Lease are in effect, no rent shall be due.

5.2. Assessments / Taxes. The School District shall pay any assessments, and any taxes and governmental fees imposed by agencies other than Metro Parks as hereafter provided, including and without limitation, any real and personal property taxes and leasehold excise tax.

6. Improvements

6.1. Metro Parks acknowledges that the School District (or its sublessee) intends to construct a new capital facility upon the Premises similar to the plans and specifications attached as Exhibit G (the "Initial Tenant Improvements"). Given the possibility of joint use of these improvements by Metro Parks, the District and Metro Parks agree to cooperate on design elements to facilitate joint use and compatibility of the Initial Tenant Improvements with Metro Parks' existing improvements at Point Defiance Zoo. Metro Parks shall cooperate in the development of the Premises consistent with Exhibit E; provided, however, material changes and additions to the Initial Tenant Improvements, which affect the site plan or compatibility of appearance shown on Exhibit E shall not proceed without Metro Parks' prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

6.2. During construction of the Initial Tenant Improvements, the School District shall invite Metro Parks' staff to attend the regularly scheduled construction meetings.

6.3. Upon completion of the Initial Tenant Improvements, the School District shall have the right to make further improvements on any portions of the Premises, subject to Metro Parks' prior written approval, which shall not be unreasonably withheld or delayed.

6.4. Any and all tenant improvements made by the School District on the Premises shall be at the sole cost and expense of the School District. Metro Parks shall have no responsibility whatsoever with respect to any such tenant improvements, permitting costs or other costs of development. Except to the extent of the School District's tenant improvements, the School District shall have no responsibility whatsoever with respect to any improvements owned by Metro Parks located outside of the Premises. The School District shall obtain all required

approvals and permits from the City of Tacoma and any other State or local governmental agency, department or entity with jurisdiction for all School District tenant improvements.

6.5. Construction of any tenant improvements on the Premises shall be performed in a careful and workmanlike manner and in compliance with all applicable laws and codes. Construction work shall follow the City of Tacoma Noise Ordinance. Work shall not be performed between 10:00 P.M. to 7:00 A.M. to avoid conflicts with PDZA operations unless otherwise approved by Metro Parks.

6.6. During and after construction of the Initial Tenant Improvements fencing must be installed around the perimeter of the Premises by the School District to provide security and safety. All fencing must be consistent with the Association of Zoos & Aquarium's (AZA's) requirements related to zoos and zoo accreditation.

6.7. During construction of any tenant improvements upon the Premises, the School District will maintain the Premises in a safe and clean manner and will not unreasonably interfere with Metro Parks surrounding park and PDZA operations.

6.8. Following construction of the Initial Tenant Improvements, the School District will remove all rubbish and debris and complete the landscaping as depicted in Exhibit E.

6.9. Immediately after the completion of each improvement, addition, or alteration to the Premises, the School District shall deliver to Metro Parks a complete paper or electronic set of reproducible drawings reflecting the final "as-built" condition of said improvement, addition or alteration, together with paper or electronic copies of all maintenance and operation manuals necessary for the repair and maintenance of any architectural, mechanical or electrical building system or piece of equipment installed on the Premises that is all or part of such improvement, addition or alteration. Electronic sets shall be in a format accessible by a standard program, i.e. Adobe Acrobat, and in a CADD format.

6.10. Upon the expiration or termination of this Ground Lease, all of the improvements constructed by the School District on the Premises shall become the property of Metro Parks.

7. Joint Use of Facilities. With the intent of maximizing public resources, the School District is agreeable to making the improvements to the Premises available for use by Metro Parks. Due to the uncertainty as to which improvements will be constructed and when, as well as the availability of those improvements and the changing needs of the parties over time, the specific joint uses of the Premises and its improvements cannot

be determined at this time and are likely to change over time. To avoid the necessity of frequently amending this Ground Lease to reflect those joint uses and changes to those joint uses, the parties agree any joint use, and the cost sharing associated therewith, will be reflected in a separate instrument (a "Joint Use Agreement"). The School District's Superintendent and Metro Parks' Executive Director, as the chief executive officers of their respective agencies, are authorized to prepare, negotiate, execute and implement such Joint Use Agreements as they mutually agree are necessary to implement the policy directives of maximizing public resources and collaboration to provide services to support the community.

8. Utilities.

8.1. The School District shall, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, water, sewer, telephone or other utility necessary for the operation of the School District's improvements, and the School District covenants and agrees to pay all charges therefore directly, to the applicable public utility or governmental authority furnishing such service to the Premises, the amounts due for such services as indicated by meters measuring the School District's consumption thereof.

8.2. Metro Parks shall not be liable in any way to the School District for any failure or defect in the supply or character of any utilities furnished to the Premises by reason of any requirement, act or omission of the utility providing such service or for any other reason.

8.3. Except as set forth elsewhere in this Ground Lease (including, without limitation, in Section 1), Metro Parks shall not be required to furnish any services or utilities of any nature to the Premises during the term of this Ground Lease and the School District hereby assumes full and sole responsibility for the supply of and payment for all utilities and services.

9. Maintenance and Repairs.

9.1. The School District shall at its sole cost and expense keep the improvements on the Premises in good condition, repair and maintenance.

9.2. The Parking Areas shall be maintained by Metro Parks; provided, however, the School District shall be solely responsible for any extraordinary wear and tear caused by any activity of or use of those areas by the School District, its students, guests, licensees or invitees. Maintenance of the Parking Areas shall be further addressed in the Joint Use Agreement specified in Section 7 above.

10. Damage to the Premises. In the event that any improvements to the Premises constructed at the expense of the School District are destroyed or injured, in whole or in part, by fire, flood, earthquake, or other casualty, then the School District shall

rebuild and restore those improvements to the Premises, or such part thereof as may be injured, within a reasonable period of time following the occurrence of such a casualty.

11. Supervision of the Premises. The School District shall assume all supervisory duties for its activities on or use of the Premises, including the Parking Areas.

12. Compliance with Applicable Laws, Regulations and Rules. The School District shall not knowingly commit or willfully permit to be committed on the Premises any act or thing contrary to the law, rules or regulations of any applicable federal, state or local governmental authority, including but is not limited to Tacoma Municipal Code Chapter 8.27 (the Park Code).

13. Surrender at End of Term. Unless otherwise agreed to by the parties in writing, the School District shall surrender the Premises at the expiration of the term by removing those improvements specified by Metro Parks to be removed, which may be some or all of the tenant improvements.

14. Assignment and Subletting. Except as provided in Section 24 below, the School District shall not have the right, voluntarily or involuntarily, to assign, convey, transfer, mortgage or sublet the whole or any part of the Premises under this Ground Lease. This prohibition applies to assignments, subleases and other transfers by which the School District transfers any interest, including partial or indirect interests, in the leasehold created hereby (e.g., transfer to a co-district or to an entity in which the School District has a beneficial interest).

15. Insurance. At all times during the term of this Ground Lease or any extension thereto, the School District shall, at its sole cost and expense and as additional consideration, maintain in full force and effect the following insurance:

15.1. Public liability insurance with a minimum coverage of Two Million Dollars payable to any one person for personal injury or death arising out of any one event, Two Million Dollars for all such personal injuries or death resulting out of one occurrence arising from use of the Premises. The School District and Metro Parks agree to re-evaluate coverage amounts every five (5) years to update both the coverage amounts and types of coverage required to then existing commercially reasonable coverage limits.

15.2. Fire and extended coverage insurance covering all structures and all improvements made by the School District to the Premises and all personal property of the School District within the Premises in the amount of the full replacement value thereof.

15.3. All insurance required under this Ground Lease shall include public liability and property damage coverage for any construction activities conducted by the School District on the Premises.



15.4. All insurance required of the School District may be provided through private insurers authorized to transact business in the State of Washington and with a company acceptable to Metro Parks, or in the alternative through a State authorized risk pool.

16. Indemnification/Hold Harmless.

16.1. Metro Parks shall not be liable to the School District or the School District's officers, directors, trustees, employees, agents, contractors, servants, guests, invitees or visitors (collectively, "The School District Parties"), or to any other person for any damage, expense, loss or liability, including injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the act or omission of the School District, its employees, agents, servants, guests, invitees, and visitors, or of any other person entering upon the Premises, or caused by the condition of the Premises, or due to any other cause unless caused by the gross negligence or willful misconduct of Metro Parks, and the School District hereby releases Metro Parks from any such liability.

16.2. The School District hereby releases and shall defend, indemnify and hold harmless Metro Parks and Metro Parks' officers, directors, trustees, employees, agents, contractors, servants, guests, invitees or visitors (collectively, "Metro Parks Parties") from claims, suits, actions, or liabilities for any damage, expense, loss or liability, including injury to person or damage to property, that arises out of (a) any activity, work, condition or thing permitted or suffered to exist or done at the Premises or portion thereof; (b) the negligence or willful misconduct of any of the School District Parties; and (c) any breach or default by the School District in the performance of any obligation on the School District's part to be performed under this Ground Lease. This indemnity does not apply (i) to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of Metro Parks, its agents, employees, contractors or invitees, or (ii) to the indemnity in Section 17 regarding Hazardous Materials. In the absence of comparative or concurrent negligence on the part of any Metro Parks Parties, the foregoing indemnity shall also include reasonable costs, expenses and attorney's fees incurred in connection with any indemnified claim or incurred by Metro Parks in successfully establishing the right to indemnity (including in any bankruptcy proceeding). The School District shall at Metro Parks' request assume the defense of any claim subject to this indemnity. Metro Parks agrees to cooperate fully with the School District and the School District's counsel in any matter where the School District elects to defend, provided the School District promptly reimburses Metro Parks for reasonable costs and expenses incurred in connection with its duty to cooperate. When the claim is caused by the joint negligence or willful misconduct of any of the School District Parties and Metro Parks, the School District's duty to indemnify and defend shall be proportionate to the School District's allocable share of any joint negligence or willful misconduct.

16.3. The indemnification obligations contained in this Section shall not be limited by any worker's compensation, benefit or disability laws, and the indemnifying party hereby waives any immunity that said indemnifying party may have under the Industrial Insurance Act, Title 51 RCW and similar worker's compensation, benefit or disability laws.

16.4. THE PARTIES ACKNOWLEDGE BY THEIR EXECUTION OF THIS GROUND LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS GROUND LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY THE PARTIES AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS GROUND LEASE.

17. Hazardous Materials.

17.1. The term "Hazardous Materials" refers to any substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation or order. The term "Hazardous Materials" shall not include any equipment or products utilized in normal school operations.

17.2. Portions of the Point Defiance area have been designated as a superfund site due to the contamination caused by Asarco, which contamination may be present at the Premises. The School District acknowledges this possibility and accepts the Premises "as-is" and Metro Parks is not required to remove and/or remediate any Hazardous Materials on, under, in, above, to, or from the Premises. The School District hereby releases the Metro Parks Parties from any claims, suits, actions, or liabilities for any damage, expense, loss or liability, including injury to person or damage that arises out of or is related to any Hazardous Materials on, under, in, above, to, or from the Premises. The School District shall defend, indemnify and hold Metro Parks and the Metro Parks Parties harmless from claims, suits, actions, or liabilities for any damage, expense, loss or liability, including injury to person or damage to property, by the School District, it's officers, directors, trustees, employees, agents, contractors, servants, students, guests, invitees or visitors that arises out of the School District's use and/or occupancy of the Premises for any reason and that is related to any Hazardous Materials on, under, in, above, to, or from the Premises.

17.3. The School District shall not cause or permit the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Premises or portion thereof except as such Hazardous Materials are (i) used, stored and disposed of in conformance with manufacturer recommendations and all applicable legal requirements, (ii) are used in connection with the School District's permitted use

as specified above; and (iii) used in normal school operations. Provided, however, that the provisions of this Section 17.3 and the provisions of Section 17.4 below do not apply to any Hazardous Materials present on, under, in, above, to, or from the Premises or portion thereof prior to the School District's occupancy so long as the School District does not cause or contribute to the exposure, release or discharge of such preexisting Hazardous Materials.

17.4. In the event of a failure by the School District to comply with the requirements of Section 17.3 above, the following shall apply:

17.4.1. the School District shall indemnify, defend and hold the Metro Parks Parties harmless from and against (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (collectively "Remedial Work") relating to Hazardous Materials required by, or incurred by Metro Parks or any entity or person with a reasonable belief that such work is required by any applicable federal, state or local law, governmental agency, or political subdivision, and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release or discharge of any Hazardous Material on, under, in, above, to, or from the Premises;

17.4.2. if any Remedial Work is required under any applicable federal, state or local law during the term of this Ground Lease, the School District shall perform or cause to be performed the remedial work in compliance with such law, regulation or order; and

17.4.3. all Remedial Work shall be performed by one or more contractors under the supervision of a consulting engineer, each selected by the School District and approved in advance in writing by Metro Parks. If the School District does not commence the Remedial Work in a timely fashion or does not diligently prosecute the Remedial Work to completion, Metro Parks may, but shall not be required to cause the remedial work to be performed, subject fully to the indemnification of this paragraph.

17.5. THE PARTIES ACKNOWLEDGE BY THEIR EXECUTION OF THIS GROUND LEASE THAT EACH OF THE RELEASE AND INDEMNIFICATION PROVISIONS OF THIS GROUND LEASE RELATING TO HAZARDOUS MATERIALS WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY THE PARTIES AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS GROUND LEASE.

18. Condemnation. If all of the Premises is taken for any public or quasi-public use under government law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Ground Lease shall terminate when the physical taking of the Premises occurs and Metro Parks shall have no liability

to the School District for its loss of use of the Premises or portion thereof. If any part of the Premises is subject to a Taking, the School District may terminate this Ground Lease or continue this Ground Lease as to the remaining premises but without abatement of any of the School District's obligations hereunder as to the remaining premises. Metro Parks shall receive the entire award for any Taking of the Premises or portion thereof; provided, however, that the School District shall be entitled to any portion of such award in an amount equal to the value of its improvements and unexpired leasehold interest in the Premises.

19. Mechanic's Liens. Except as provided in Section 24 below, the School District shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature upon, or in any manner to bind, the interest of Metro Parks in the Premises in favor of any person dealing with the School District, including those who may furnish materials or perform labor for any construction or repairs, and each such lien shall attach to, if at all, only the leasehold interest granted to the School District by this instrument. The School District will pay or cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon. The School District will discharge, by bond or otherwise, any mechanic's lien filed against the Premises or part thereof for work claimed to have been done for, or materials claimed to have been furnished to the School District within thirty (30) days after filing. The School District will indemnify, defend and hold Metro Parks harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Metro Parks in the Premises or under the terms of this Ground Lease.

20. Inspection. Metro Parks shall have the right to inspect the Premises from time to time for the purpose of determining the School District's compliance with provisions of this Ground Lease.

21. Default. The following events are deemed to be events of default by the School District under this Ground Lease:

21.1. If the School District shall be in default of the performance of any obligations of this Ground Lease, and if such default is not cured within sixty (60) days after written notice thereof is given by Metro Parks to the School District; or if such default should be of such a nature that it cannot be cured completely within such sixty (60) day period, if School District shall not have promptly commenced within such sixty (60) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default;

21.2. If the Premises becomes abandoned or deserted by the School District for a period of three or more consecutive years;

21.3. If this Ground Lease shall be assigned or the Premises sublet other than in accordance with the terms of this Ground Lease and such default is not cured with ninety (90) days after written notice to the School District;

22. Remedies.

22.1. If any of the events of default set forth in Section 21 are not cured within the period stated above, then Metro Parks may immediately or at any time thereafter recover the Premises in the manner provided by law.

22.2. The School District agrees to pay as additional consideration any and all sums which may become due by reason of the failure of the School District to comply with all the covenants of this Ground Lease and any and all damages, costs and expenses which Metro Parks may suffer or incur by reason of any default of the School District.

22.3. Without in any way limiting the above remedies in the event of default, if the School District defaults in the performance of any covenant or condition under this Ground Lease required to be performed by the School District, then Metro Parks may, at its option and upon twenty (20) days' prior written notice to the School District, or without notice if in Metro Park's opinion an emergency exists, perform such covenant or condition for the account and at the expense of the School District.

22.4. The statement of specific remedies as set forth above is not exclusive, and Metro Parks shall, at its option, have available any and all other remedies for default available to it under the laws of the State of Washington.

22.5. The School District's default as provided herein shall not cause a termination of the Eastside Community Center Ground Lease.

23. Quiet Enjoyment. Metro Parks warrants title and quiet enjoyment of the Premises.

24. NMTC Funding. The School District (or its sublessee) may seek funding for the tenant improvements on the Premises through the New Markets Tax Credit (NMTC) Program as provided in the Community Renewal Tax Relief Act of 2000 (26 USC §45D). To the extent necessary or required to qualify for and receive such funding, Metro Parks agrees to the following:

24.1. The School District may sublease the Premises to a non-profit corporation that is qualified as a §501(c)(3) tax exempt organization managed by a board in which Metro Parks and the School District are the majority (a "Subtenant"), and such Subtenant is subject to all of the terms and conditions in

this Ground Lease. The School District may obligate a Subtenant to perform the School District's obligations under this Ground Lease.

24.2. The School District may permit the subleasehold interest referenced in Section 24.1 above and the tenant improvements on the Premises as security for the NMTC funding, which may be in the form of a leasehold deed of trust lien or assignment. If there is a default on such financing and the NMTC financing lender or any successor, assignee, designee, or purchaser thereof (each, in such capacity, "Successor Subtenant") takes over the Premises (pursuant to an assignment, sublease or otherwise), the Successor Subtenant may sublease the Premises to a new operator of the Premises, provided that the new operator of the Premises shall be subject to Metro Parks' approval, not to be unreasonably withheld, conditioned or delayed. The replacement operator shall be subject to all of the terms and conditions in this Ground Lease. Except with regard to NMTC funding, the School District shall not use the real property as security nor is the School District allowed to assign this Ground Lease for purposes of granting a security interest. However, the Subtenant and any Successor Subtenant may encumber its subleasehold interest in the Premises as security for financing of the tenant improvements on the Premises, consistent with the requirements of this Section.

24.3. The School District shall have any security interest promptly released upon the repayment in full or other discharge of any NMTC Program funding.

24.4. Use of the NMTC Program for funding as contemplated by this Section 24 is intended to be one-time only.

25. Early Termination. In the event that Metro Parks determines the Premises are necessary for its park and recreation purposes and exercises its right to early termination, Metro Parks shall provide to the School District written notice delivered not less than the timeframe specified in Section 2.2 above. Metro Parks shall further have the obligation to pay to the School District a reimbursement amount determined by the following methods and terms:

25.1. As used in this Section the following definitions shall apply:

"Fair Market Value" shall mean as of the date of notice of termination, the fair market value of the improvements constructed on the Premises and by the School District, not including furniture, fixtures and equipment or the value of land, as determined by a licensed real estate appraiser using generally accepted appraisal methods.

"Demolition Cost" shall mean the estimated cost, as determined by Metro Parks, of demolishing all or a portion of the improvements constructed on the Premises and by the School District; provided that such demolition must

be reasonably necessary for Metro Parks to use the Premises for Metro Parks' intended purpose.

25.2. Within two (2) years of the termination date, Metro Parks shall obtain an estimate of the Fair Market Value of the improvements through a licensed real estate appraiser using generally accepted appraisal methods. The Fair Market Value shall be reduced by the Demolition Cost and the resultant amount shall be the reimbursement amount due the School District. Provided, however, that the School District may, within ninety (90) days after receipt of Metro Parks' appraisal, provide its own appraisal to Metro Parks.

25.3. If the School District does not agree to the reimbursement amount as determined by Metro Parks' appraiser, the School District may retain its own appraiser at its own cost to develop its own reimbursement amount estimate. If the parties are then unable to agree on a sum between their respective estimates, then the reimbursement amount shall be determined by binding arbitration in accordance with the laws of the State of Washington. The parties shall mutually agree upon an impartial arbitrator; and failing agreement, either party may apply to the Presiding Judge of the Pierce County Superior Court for the appointment of such an arbitrator with due notice being given to the other party. The parties shall share equally the arbitrator's fees. Except for sharing the arbitrator's fees, each side shall pay its own costs and fees, including any attorney fees in any arbitration.

25.4. Immediately upon transfer of possession from the School District to Metro Parks, this Ground Lease and all duties and obligations of each party under this Agreement shall terminate.

25.5. If Metro Parks terminates this Ground Lease pursuant to this Section 25, the Eastside Community Center Ground Lease shall automatically terminate. Provided, however, that the Eastside Community Center Lease shall not terminate so long as any NMTC financing is in place.

25.6. If there is no NMTC financing in place and the Eastside Community Center Ground Lease is terminated by the School District pursuant to the Early Termination provision therein, and thus resulting in a termination of this Ground Lease, Metro Parks shall still be required to pay to the School District the reimbursement amount as computed by this Section 25, reduced by fifty percent (50%).

## 26. ADA Compliance/Non-Discrimination.

26.1. All School District improvements to the Premises shall comply with the requirements of the Americans with Disabilities Act of 1990 as now in effect or hereafter amended, and all rules and regulations issued thereunder (hereinafter

collectively referred to as the "ADA") and all similar state and local laws or regulations.

26.2. The School District shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the School District. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any employment with or activity of the School District and its agents under this Ground Lease.

27. Notice. Any notice required to be given by any party to the other pursuant to the provisions of this Ground Lease or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate to the other in writing from time to time:

The School District: Tacoma School District  
601 South 8th  
Tacoma, WA 98401  
Attention: Superintendent

Metro Parks: Metropolitan Park District of Tacoma  
4702 South 19th  
Tacoma, WA 98404  
Attention: Executive Director

28. Attorneys' Fees. Except where expressly allocated otherwise in this Ground Lease, in any action in any forum (including any appeals) brought to enforce any provisions of this Ground Lease, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorneys' fees incurred by the prevailing party.

29. Construction. This Ground Lease shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of this document.

30. Nonwaiver of Breach. The failure of a party to insist upon strict performance of any of the covenants and agreements of this Ground Lease or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; but the same shall be and remain in full force and effect.



31. Successors. The terms, covenants and conditions herein contained shall accrue to the benefit of the successors and assigns of the parties hereto.

32. Governing Law. This Ground Lease is made pursuant to and shall be construed in accordance with the laws of the State of Washington.

33. Complete Agreement. This Ground Lease fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the Premises. No oral modification of or amendment to this Ground Lease shall be effective; however, this Ground Lease may be modified or amended by written agreement signed by all the parties hereto.

34. Paragraph Headings, Gender and Number. Paragraph headings are not to be construed as binding provisions of this Ground Lease; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender appropriate in the context.

35. No Agency/Joint Venture. Nothing herein is intended to nor shall create an agency, partnership or joint venture agreement, arrangement or relationship between the School District and Metro Parks.

36. Survival. All obligations of the School District hereunder not fully performed as of the expiration or earlier termination of this Ground Lease shall survive such expiration or termination.

37. Time. Time is of the essence of this Ground Lease with respect to the performance of every provision in which time of performance is a factor.

38. Severability. The invalidity of any provision of this Ground Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

39. Recording. Either party may record this Ground Lease or a memorandum thereof if required to obtain NMTC funding.

40. Exhibit List:

- Exhibit A – Legal Description of the Premises
- Exhibit B – Depiction of the Premises
- Exhibit C – Depiction of the Parking Areas
- Exhibit D – Access to the Premises
- Exhibit E – Initial Tenant Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease on the date opposite their respective signatures.

**TACOMA SCHOOL DISTRICT NO. 10**

**METROPOLITAN PARK DISTRICT  
OF TACOMA**

By: \_\_\_\_\_  
Joshua Garcia  
Deputy Superintendent  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Shon Sylvia  
Executive Director  
Date: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

I certify that I know or have satisfactory evidence that Joshua Garcia is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Superintendent for the Tacoma School District No. 10, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July \_\_\_\_\_, 2017.



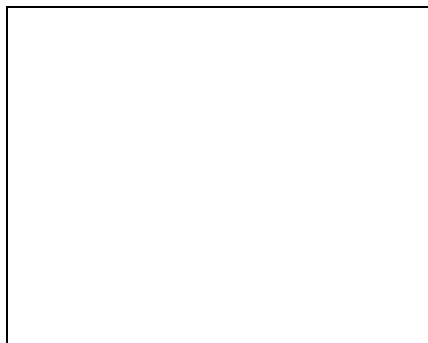
\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

I certify that I know or have satisfactory evidence that Shon Sylvia is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of Metropolitan Park District of Tacoma, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July \_\_\_\_\_, 2017.



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

A portion of Point Defiance Park consisting of approximately 69,929 square feet, situated in Tacoma, Pierce County, Washington.

**EXHIBIT A**

PROJECT ADDRESS  
5715 NORTH ANIMAL LOOP ROAD  
TACOMA, WA 98465-2099

PIERCE COUNTY TAX PARCEL NUMBER  
0221103000

LEGAL DESCRIPTION  
SECTION 14 TOWNSHIP 21 RANGE 02 QUARTER 34 : 4 GOVT LOTS 1, 2 & 3 14 21 2E D 2, 3 & 4 GOVT LOTS  
1, 2 & 3 & S 1/2 OF SW ALSO 15 21 2E D 1, 2, 3 & 4 GOVT LOT 1, 2, 3, 4, 5 & 6 & E 1/2 OF SW BEING POINT  
DEFIANCE PARK 647.86 ACS ML

JURISDICTION REFERENCE  
CITY OF TACOMA

ZONING DESIGNATION  
R1 - ONE FAMILY DWELLING  
S4 - SHORELINE POINT DEFIANCE NATURAL

LOT AREA  
28,220,694 SF / 647.86 ACRES

PROJECT BOUNDARY AREA  
65,276 SF / 1.50 ACRES

**EXHIBIT B  
DEPICTION OF THE PREMISES**

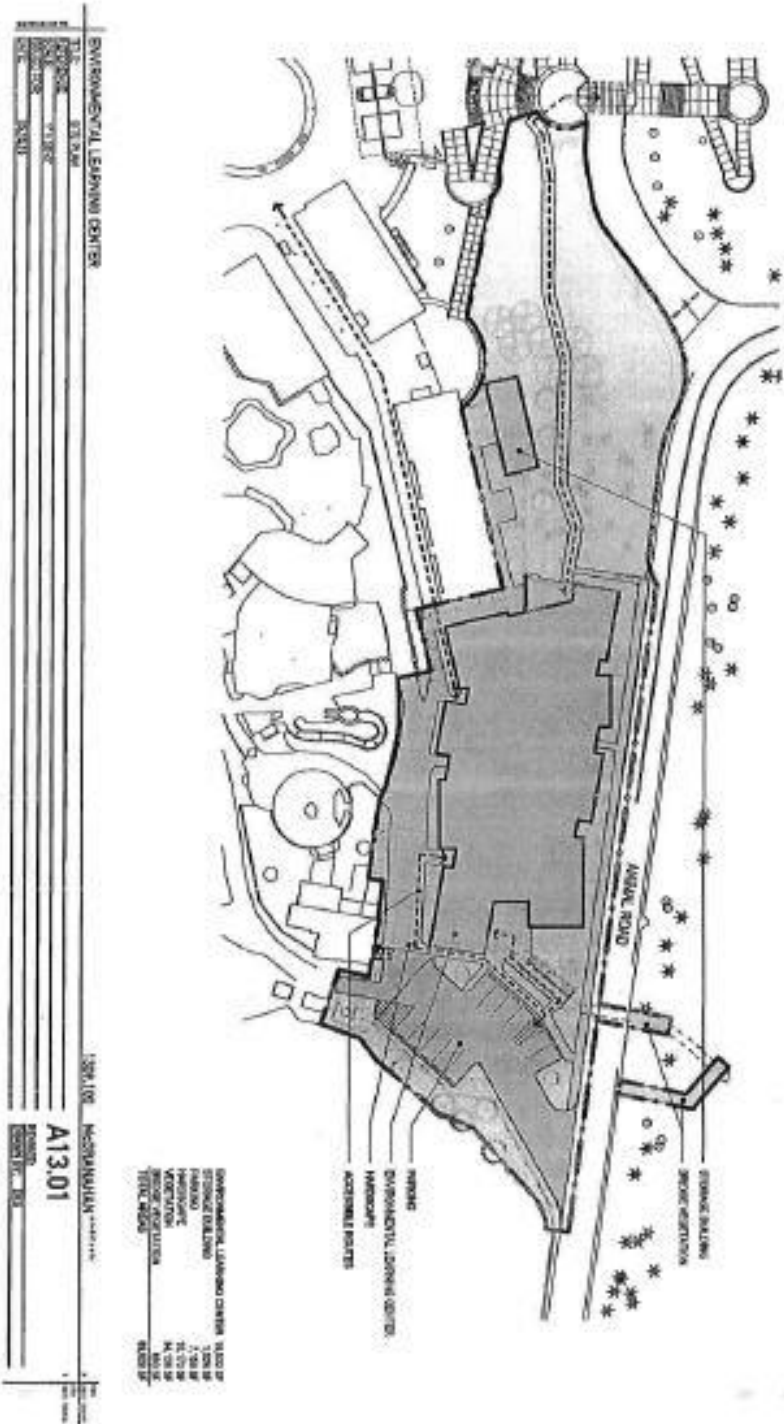
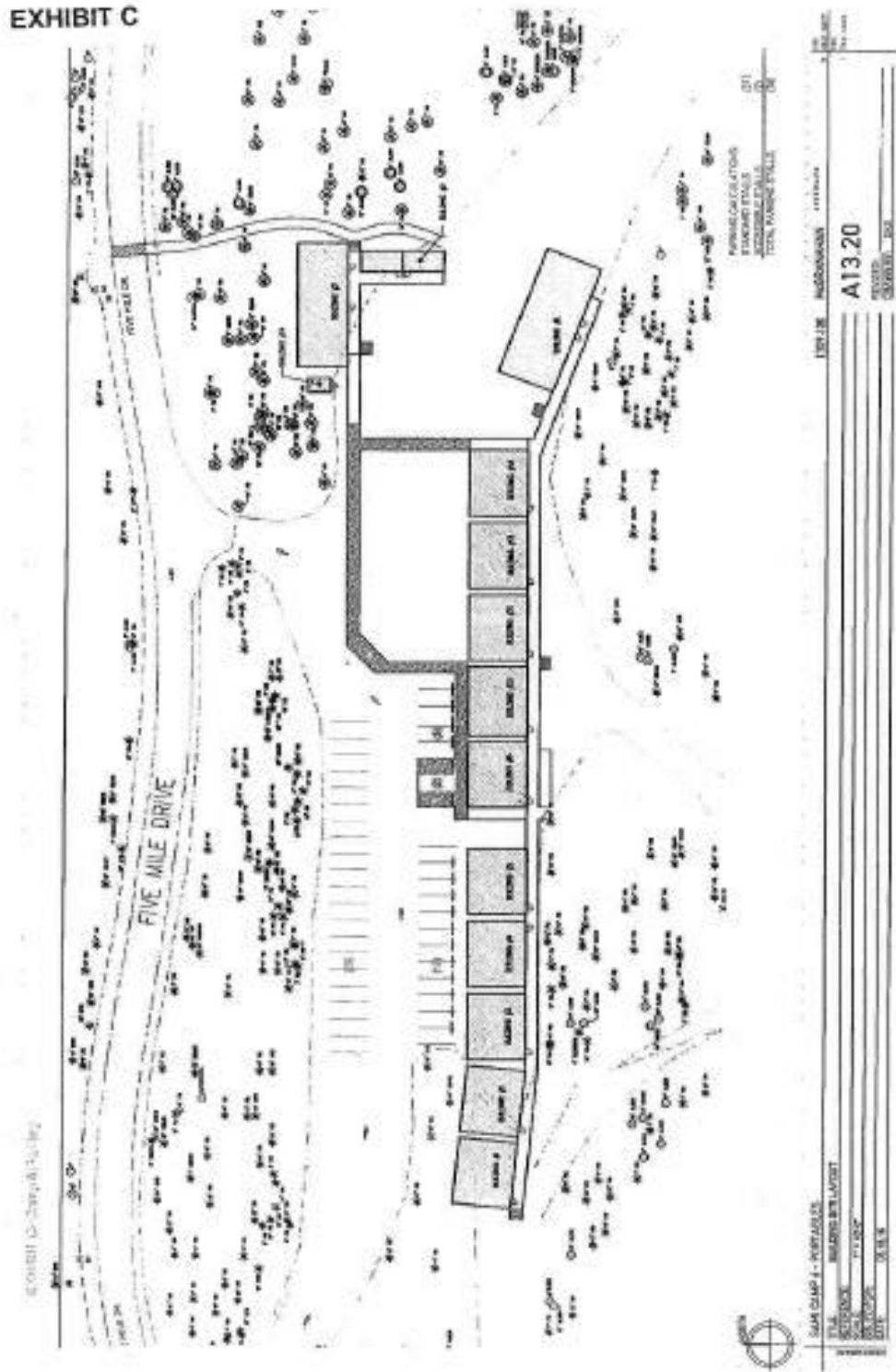


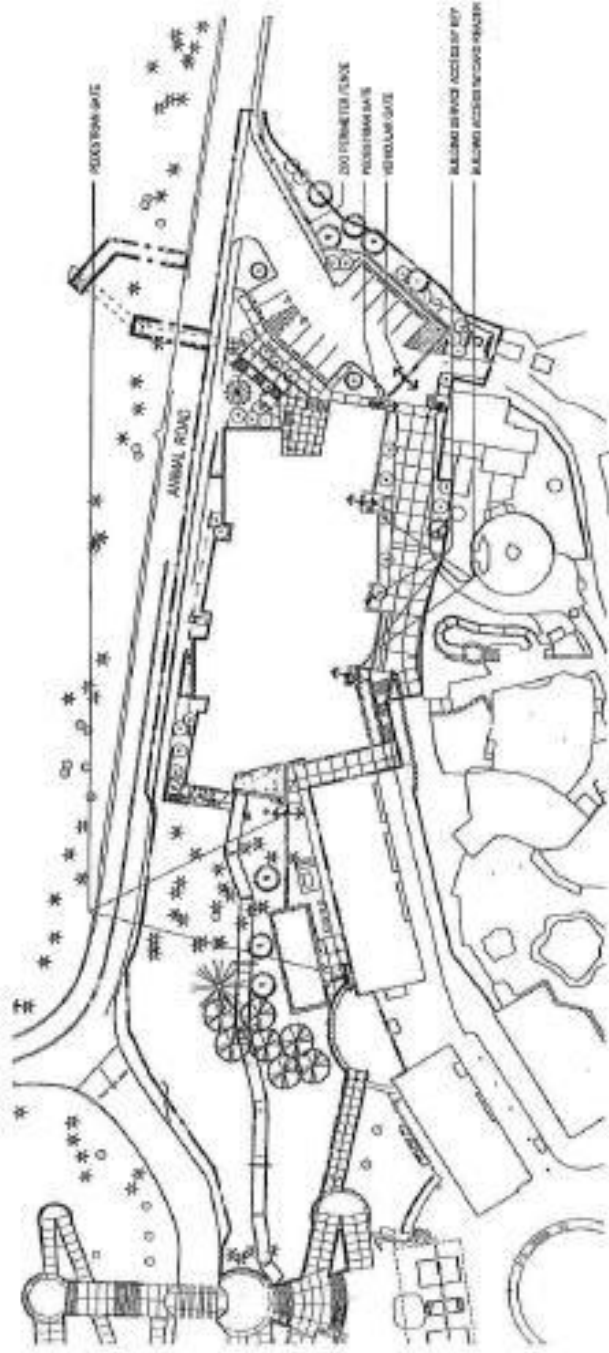
EXHIBIT B:

# EXHIBIT C DEPICTION OF THE PARKING AREAS



**EXHIBIT D  
ACCESS TO THE PREMISES**

**EXHIBIT D**



PROJECT NO.	1004-100
DATE	MARCH 2008
SCALE	AS SHOWN
BY	PLANNING
CHECKED BY	PLANNING
DATE	03/10/08
<b>A13.00</b>	
EXHIBIT D	
ACCESS TO THE PREMISES	

**EXHIBIT E**  
**INITIAL TENANT IMPROVEMENTS**

Exhibit E

Initial Tenant Improvements

Environmental Learning Center Bid Set Drawings Issued May 9, 2016, Sheets G.0.00 – E10.03

Project Manual Bid Set Division 00-14 Volume 1 of 2 Issued May 9, 2016

Project Manual Bid Set Division 21-23 Volume 2 of 2 Issued May 9, 2016

Addendum #1 Drawings and Specifications Issued May 20, 2016

Addendum #2 Drawings and Specifications Issued May 27, 2016





## RESOLUTION NO. 39833

1 A RESOLUTION relating to City-owned real property, authorizing the Declaration  
2 of Surplus and execution of a Quit Claim Deed to convey vacant,  
3 undeveloped residential land located at 3308 58th Avenue NE, in Tacoma,  
Washington, to Homes by Landmark, Inc., for the amount of \$95,000.

4 WHEREAS, in 2003, by Statutory Warranty Deed recorded under  
5 Auditor's File Number 200303312532, the City acquired vacant, undeveloped  
6 residential land located at 3308 58th Avenue NE, in Tacoma, Washington  
7 ("Property"), for the construction and realignment of Norpoint Way, for the  
8 amount of \$138,000, and  
9

10 WHEREAS, in accordance with the terms negotiated in the City's purchase,  
11 the Property was made available to the original grantor upon completion of  
12 construction in 2005, and, since then, the Property has been made available to the  
13 general public, with specific notice to the original grantor of intended sale, and  
14

15 WHEREAS the Property is classified as a "Tier 3" property pursuant to the  
16 City's Policy for the Sale/Disposition of City-owned General Government Real  
17 Property, and

18 WHEREAS Homes by Landmark, Inc., desires to purchase the Property  
19 and, upon receiving a request to purchase, the market value of the Property was  
20 established through an in-house valuation, in the amount of \$95,000, and  
21

22 WHEREAS, there being no foreseeable need for continued City ownership  
23 of the Property, this sale appears to be in the best interests of the City, pending  
24 final approval from the City Council; Now, Therefore,  
25  
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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

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Section 1. That continued ownership of the City-owned real property located at 3308 58th Avenue NE, in Tacoma, Washington, as more particularly described in Exhibit "A," is not essential to the needs of the City and is hereby declared surplus pursuant to RCW 35.22.020 and Article I, Section 1.2, and Article IX of the Tacoma City Charter.

Section 2. That the proper officers of the City are hereby authorized to enter into a Quit Claim Deed to convey the subject parcel to Homes by Landmark, Inc., for the amount of \$95,000, said document to be substantially in the form of the deed on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

Legal Description Approved:  
  
\_\_\_\_\_  
Chief Surveyor  
Public Works Department



**EXHIBIT "A"**

**Legal Description**

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**PARCEL NO.: 635000-006-0**

The South half of Lot 13, and all of Lots 14, 15, 16 and 17, Block 2, Northeast Tacoma, according to the Plat thereof recorded in Volume 8 of Plats, at Page 18, records of Pierce County, Washington.

EXCEPTING therefrom that portion being reserved for alley right of way by the Grantor described as follows:

Beginning at the Southwest corner of Lot 17, Block 2 of Northeast Tacoma, Pierce County, Washington as recorded in Volume 8 of Plats at Pages 18 and 19, records of Pierce County Auditor;

Thence North 00°42'26" East along the West line of Lots 17 through 13 of said Plat a distance of 112.50 feet to the Northwest corner of the South half of said Lot 13 and the beginning of a non-tangent curve which radius point bears North 82°38'27" East, 87.42 feet;

Thence southeasterly along said curve an arc distance of 10.53 feet through a central angle of 06°54'08";

Thence South 14°15'41" East a distance of 5.82 feet to the beginning of a curve which radius point bears South 75°44'19" West, 159.00 feet;

Thence Southeasterly along said curve an arc distance of 41.54 feet through a central angle of 14°58'07";

Thence South 00°42'26" West a distance of 55.53 feet to the South line of said Lot 17;

Thence North 89°05'03" West along said South line a distance of 9.00 feet to the Point of Beginning.

All situate in the Southeast Quarter of the Southwest Quarter of Section 24, Township 21 North, Range 03 East of the W.M.; within the City of Tacoma, County of Pierce, State of Washington.

(Containing 822± square feet or approximately 0.019 Ac.)



## RESOLUTION NO. 39834

1 A RESOLUTION relating to the multi-family property tax exemption program;  
2 authorizing the execution of a Multi-Family Housing Eight-Year Limited  
3 Property Tax Exemption Agreement with TLF 415 St. Helens Avenue, LLC  
4 for the development of 247 multi-family market-rate rental housing units to  
be located at 409, 415, 419, and 429 St. Helens Avenue in the Downtown  
Regional Growth Center.

5 WHEREAS the City has, pursuant to chapter 84.14 of the Revised Code of  
6 Washington, designated several Residential Target Areas for the allowance of a  
7 limited property tax exemption for new multi-family residential housing, and  
8

9 WHEREAS the City has, through Ordinance No. 25789, enacted a program  
10 whereby property owners in Residential Target Areas may qualify for a Final  
11 Certificate of Tax Exemption which certifies to the Pierce County  
12 Assessor-Treasurer that the owner is eligible to receive a limited property tax  
13 exemption, and  
14

15 WHEREAS TLF 415 St. Helens Avenue, LLC ("TLF"), is proposing to  
16 develop 247 market-rate rental units to consist of 92 studio units of 570 square feet,  
17 and renting for \$1,315 per month; 124 one-bedroom, one-bath units of 800 square  
18 feet, and renting for \$1,865 per month; and 31 two bedroom, two bath units of 1,190  
19 square feet, and renting for \$2,780 per month, as well as 282 on-site residential  
20 parking stalls, and  
21

22 WHEREAS the Director of Community and Economic Development has  
23 reviewed the proposed property tax exemption and recommends that a conditional  
24 property tax exemption be awarded for the property located at 409, 415, 419, and  
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429 St. Helens Avenue, as more particularly described in the attached Exhibit "A";

Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That the City Council does hereby approve and authorize a conditional property tax exemption, for a period of eight years, to TLF 415 St. Helens Avenue, LLC ("TLF"), for the property located at 409, 415, 419, and 429 St. Helens Avenue in the Downtown Regional Growth Center, as more particularly described in the attached Exhibit "A."

Section 2. That the proper officers of the City are authorized to execute a Multi-Family Housing Eight-Year Limited Property Tax Exemption Agreement with TLF, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

Legal description approved:  
  
\_\_\_\_\_  
Chief Surveyor  
Public Works Department



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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Tax Parcels: 2004070030, 2004070040, 2004070050 & 2004070065

Legal Description:

That portion of the Southeast Quarter of the Southeast Quarter of Section 32, Township 21 North, Range 03 East of the Willamette Meridian, more particularly described as follows:

Lots 5 through 16, inclusive, Block 407, Map of New Tacoma, Washington Territory, per plat recorded February 3, 1875, records of the Pierce County Auditor;

Together with the 5 foot strip of alley adjoining, vacated by Ordinance No. 327 of the City of Tacoma, which attached thereto by operation of law.

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



## RESOLUTION NO. 39835

1 A RESOLUTION relating to the multi-family property tax exemption program;  
2 authorizing the execution of a Multi-Family Housing Eight-Year Limited  
3 Property Tax Exemption Agreement with DMG Capital Group LLC, for the  
4 development of 115 multi-family market-rate rental housing units to be  
5 located at 415 East 25th Street in the Downtown Regional Growth Center.

6 WHEREAS the City has, pursuant to chapter 84.14 of the Revised Code of  
7 Washington, designated several Residential Target Areas for the allowance of a  
8 limited property tax exemption for new multi-family residential housing, and

9 WHEREAS the City has, through Ordinance No. 25789, enacted a program  
10 whereby property owners in Residential Target Areas may qualify for a Final  
11 Certificate of Tax Exemption which certifies to the Pierce County  
12 Assessor-Treasurer that the owner is eligible to receive a limited property tax  
13 exemption, and

14 WHEREAS DMG Capital Group LLC ("DMG") is proposing to develop  
15 115 market-rate rental units to consist of 21 studio units, ranging in size from  
16 407-578 square feet and renting for \$1,058-\$1,502 per month; 74 one-bedroom,  
17 one-bath units ranging in size from 638-737 square feet and renting for  
18 \$1,595-\$1,802 per month; and 20 two-bedroom, one-bath units ranging in size from  
19 992-1,210 square feet and renting for \$2,331-\$2,964 per month; as well as  
20 59 on-site residential parking stalls, and 18,000 square feet of commercial space,  
21 and  
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23 WHEREAS this property is currently owned by Pierce Transit; however, the  
24 property is under contract to be purchased by DMG, and title will be transferred  
25 before construction begins, and  
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WHEREAS the Director of Community and Economic Development has reviewed the proposed property tax exemption and recommends that a conditional property tax exemption be awarded for the property located at 415 East 25th Street, as more particularly described in the attached Exhibit "A"; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That the City Council does hereby approve and authorize a conditional property tax exemption, for a period of eight years, to DMG Capital Group LLC ("DMG") for the property located at 415 East 25th Street in the Downtown Regional Growth Center, if they become the owner of the subject property, as more particularly described in the attached Exhibit "A."

Section 2. That the proper officers of the City are authorized to execute a Multi-Family Housing Eight-Year Limited Property Tax Exemption Agreement with DMG, and said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

Legal description approved:  
  
\_\_\_\_\_  
Chief Surveyor  
Public Works Department





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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Tax Parcel: 2075210034

Legal Description:

That portion of the Northwest Quarter of the Northeast Quarter of Section 09, Township 20 North, Range 03 East of the Willamette Meridian, more particularly described as follows:

Lots 6 through 12, inclusive, Block 7521, The Tacoma Land Company's First Addition to Tacoma, Washington Territory, according to Plat filed for record July 7, 1884, records of the Pierce County Auditor;

Together with that portion of the west half of East "E" Street adjoining and abutting said Lot 12 on the east, as vacated by Ordinance No. 26418 of the City of Tacoma, recorded under Auditor's No. 200010030311, which attached thereto by operation of law.

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



## RESOLUTION NO. 39836

1 BY REQUEST OF MAYOR STRICKLAND, DEPUTY MAYOR THOMS, AND  
2 COUNCIL MEMBER MELLO

3 A RESOLUTION directing the City Manager to coordinate with Pierce Transit to  
4 identify additional partners for a feasibility study to analyze a potential  
5 Fast Foot Ferry between Tacoma and Seattle, and to work with Pierce  
6 Transit on the feasibility for high capacity transit to serve the South End  
7 and downtown Tacoma; and further, directing the City Manager to work  
8 with Sound Transit to expedite deliverables of both the Sound Transit 2  
9 and Sound Transit 3 that are planned for Tacoma.

10 WHEREAS companies consider many factors when evaluating potential  
11 locations to establish or expand their business, and a streamlined, efficient  
12 transportation network is important in these analyses, and

13 WHEREAS the City currently enjoys a robust public transit system which  
14 includes fixed route buses, Sounder Commuter Rail, and Link Light Rail streetcars,  
15 but must prepare for future growth by proactively exploring new transit options and  
16 expediting planned projects in the face of unprecedented growth and opportunity,  
17 and

18 WHEREAS these actions will position the City competitively with other  
19 jurisdictions in the Puget Sound region for economic development opportunities  
20 and attracting top talent to our community, and

21 WHEREAS the City Council desires to collaborate with Pierce Transit to  
22 analyze a potential Fast Foot Ferry between Tacoma and Seattle which could  
23 address Interstate 5 congestion and provide more options for efficient connectivity  
24 to and from Tacoma; and to analyze the potential for High Capacity Transit ("HCT")  
25  
26



1 service on Route 1, a 14-mile corridor connecting downtown Tacoma with areas of  
2 Pierce County, south of City limits, and

3 WHEREAS the City Council further desires to expedite deliverables of both  
4 the Sound Transit 2 and Sound Transit 3 that are planned for Tacoma, and identify  
5 ways in which the City's planning, permitting, inter-jurisdictional cooperation, Public  
6 Works Department, and Tacoma Public Utilities may find process efficiencies and  
7 speed up program delivery for the following: (1) the extension of the Tacoma Link,  
8 with six additional stations; (2) the Central Link, to connect SeaTac Airport, Seattle,  
9 and South Lake Union to Tacoma; (3) the expansion of the south line Sounder Rail  
10 service, to accommodate approximately 40 percent more passengers; and (4) the  
11 Sounder Express Bus Service enhancements, to increase frequency and reliability,  
12 and  
13

14 WHEREAS these projects will have a significant impact on the local  
15 economy of South Puget Sound, the ability to attract more businesses to our City,  
16 and to improve the quality of life for our residents and visitors; Now, Therefore,  
17

18 **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

19 Section 1. That the City Manager is hereby directed to coordinate with  
20 Pierce Transit in identifying additional partners for a feasibility study to analyze a  
21 potential Fast Foot Ferry between Tacoma and Seattle; and the feasibility for High  
22 Capacity Transit to serve the South End and downtown Tacoma.  
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Section 2. That the City Manager is further directed to work with Sound Transit to expedite deliverables of both Sound Transit 2 and Sound Transit 3 that are planned for Tacoma.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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



## ORDINANCE NO. 28455

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3 AN ORDINANCE relating to zoning; requesting a rezone of three parcels that  
4 front South Orchard Street, from an R-2 Single-Family Residential  
5 District to an R-4-L Low-Density Multiple-Family Dwelling District; and  
6 requesting the modification of a previous rezone of three adjacent/  
7 nearby parcels, to facilitate multi-family development of the overall site,  
8 with a primary site address of 1410 South Orchard Street.

9 WHEREAS Orchard Street Acquisition, LLC, and Orchard Street  
10 Investors, LLC, propose to develop 169 dwelling units and 321 parking stalls,  
11 with recreational amenities and associated landscaping, on a 7.49 acre site on  
12 South Orchard Street, and

13 WHEREAS in order to develop the project, Orchard Street Acquisition,  
14 LLC, and Orchard Street Investors, LLC are requesting the rezone of three  
15 parcels within the site, and the modification of a prior rezone of three other  
16 parcels within the site, and  
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WHEREAS Orchard Street Acquisition, LLC, is requesting a rezone of three parcels (Tax Parcel Nos. 4475000140, 4475000150, and 4475000370, collectively, the “Rezone Parcels”) on South Orchard Street, with a primary site address of 1410 South Orchard Street, from their current designation of R-2 Single-Family Dwelling District to R-4-L Low-Density Multiple Family Dwelling District, and

WHEREAS Orchard Street Investors, LLC, is requesting the modification of a previous rezone of three adjacent/nearby parcels (Tax Parcel Nos. 4475000390, 4475000380, and 4475000733, collectively the “Modification Parcels”) approved on February 1, 2015, pursuant to Ordinance No. 28248, for the purpose of facilitating multi-family development and site work on the Modification Parcels, and

WHEREAS the Modification Parcels are currently approved for 121 apartments and 234 parking stalls, and

WHEREAS the proposed modification request would allow for the relocation of a stormwater detention pond, proposed as part of the development, to the Rezone Parcels, and allow for 12 additional apartment units to be added to the overall development, and



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WHEREAS the proposed rezone request would allow the remaining area of the Rezone Parcels to be developed with an additional 36 apartment units, as well as associated parking and landscaping, and

WHEREAS both the Rezone Parcels and Modification Parcels are proposed to share a common vehicular and pedestrian access to South Orchard Street, a relocated storm detention pond, and will have a common architectural style and appearance, and

WHEREAS the location of the access and off-site improvements, i.e., utilities and street improvements, have already been approved in the Prior Rezone and are not proposed to change, and

WHEREAS recommended conditions include traffic transportation improvements required in the Prior Rezone, which are already underway; site access controls, in order to not impede traffic on South Orchard Street; and compliance with the requirements of Tacoma Municipal Code 1.39, Affordable Housing Incentives and Bonuses Administrative Code, and

WHEREAS the recorded Concomitant Zoning Agreement for the previous rezone (REZ2014-40000223041) and the full decision and conditions contained therein, except where expressly modified by this current proposal, remain in place, and



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WHEREAS the Hearing Examiner is recommending that the proposed rezone and its accompanying modification request be approved, subject to the conditions contained in the Recommended Conditions of Approval and Usual Conditions sections of the Hearing Examiner's Report and Recommendation to the City Council; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That the City Council hereby adopts the Hearing Examiner's Findings, Conclusions, and Recommendations contained in the Hearing Examiner's Report dated August 29, 2017, bearing File No. LU17-0074, which Report is on file in the office of the City Clerk.

Section 2. That the request of Orchard Street Acquisition, LLC, to rezone the parcels of property located at the primary site address of 1410 South Orchard Street, as more fully described in the attached Exhibit "A," from an R-2 Single-Family Residential District to an R-4-L Low-Density Multiple-Family Dwelling District, subject to the conditions contained in the Hearing Examiner's Recommendation, is hereby approved.

Section 3. That the request of Orchard Street Investors, LLC, to modify the previous rezone of three adjacent/nearby parcels (Tax Parcel





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Nos. 4475000390, 4475000380, and 4475000733) approved on February 1, 2015, pursuant to Ordinance No. 28248, to allow for the relocation of a stormwater detention pond to the Rezone Parcels and allow for 12 additional apartment units to be added to the overall development, subject to the conditions contained in the Hearing Examiner’s Recommendation, is hereby approved.

Passed \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

Property description approved:  
  
\_\_\_\_\_  
Chief Surveyor  
Public Works Department

Location: 1410 South Orchard Street  
Petitioner: Orchard Street Acquisition, LLC; Orchard Street Investors, LLC  
Request No.: LU17-0074



**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

Tax Parcel No. 4475000140

That portion of the Northeast Quarter of the Southeast Quarter of Section 02, Township 20 North, Range 02 East of the W.M., more particularly described as follows:

Lots 1 through 9, inclusive, Block 17, Highlands Park Addition to Tacoma, W.T., according to plat recorded in Volume 2 of Plats, pages 88 and 89, records of Pierce County, Washington;

Together with the east half of the vacated alley lying between Blocks 17 and 18 abutting thereon, which attached to said premises by operation of law, as described in Substitute Ordinance No. 25496 of the City of Tacoma, recorded under Recording Number 9410170183, records of the Pierce County Auditor.

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

Tax Parcel No. 4475000150

That portion of the Northeast Quarter of the Southeast Quarter of Section 02, Township 20 North, Range 02 East of the W.M., more particularly described as follows:

Lots 10 through 12, inclusive, Block 17, Highlands Park Addition to Tacoma, W.T., according to plat recorded in Volume 2 of Plats, pages 88 and 89, records of Pierce County, Washington;

Together with the east half of the vacated alley lying between Blocks 17 and 18 abutting thereon which attached to said premises by operation of law, as described in Substitute Ordinance No. 25496 of the City of Tacoma, recorded under



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Recording Number 9410170183, records of the Pierce County Auditor.

Also together with the north half of vacated South 14<sup>th</sup> Street abutting said Block 17 per said Substitute Ordinance.

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

Tax Parcel No. 4475000370

That portion of the Northeast Quarter of the Southeast Quarter of Section 02, Township 20 North, Range 02 East of the W.M., more particularly described as follows:

Lots 1 through 12, inclusive, Block 33, Highlands Park Addition to Tacoma, W.T., according to plat recorded in Volume 2 of Plats, pages 88 and 89, records of Pierce County, Washington;

Together with the east half of the alley lying between Blocks 34 and 33 and abutting thereon, which attached to said premises by operation of law, as described in Substitute Ordinance No. 25496 of the City of Tacoma, recorded under Recording Number 9410170183, records of the Pierce County Auditor. Also together with the south half of vacated South 14th Street abutting said Block 33 per said Substitute Ordinance;

Also together with the north half of vacated South 15th Street, abutting said Block 33 per said Substitute Ordinance;

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



# ORDINANCE NO. 28456

1 AN ORDINANCE relating to pay and compensation; amending Chapter 1.12 of the  
 2 Tacoma Municipal Code to implement changes to the organizational  
 3 structure and to implement corresponding rates of pay and compensation  
 4 for certain non-represented classifications; and declaring the effective dates  
 5 thereof.

6 WHEREAS, in 2014, the classification of Public Assembly Attendant  
 7 (CSC 6220) was delimited, and, since that time, the Tacoma Venues & Events  
 8 Department (“TVE”) has used contracted personnel to perform these duties, and

9 WHEREAS staff is requesting the restoration of the classification of Public  
 10 Assembly Attendant (CSC 6220), and the title changed to Tacoma Venues &  
 11 Events Attendant, to better serve customers and clients with a pool of vetted,  
 12 competent, trained personnel who will be representative of the communities we  
 13 serve, in which TVE will be able to draw from on an as-needed basis, and

14 WHEREAS in July 2017, the Labor Relations Division was moved from the  
 15 Human Resources Department to the City Attorney’s Office, and a new Senior  
 16 Labor Relations Manager position was developed in order to provide high-level  
 17 labor management expertise and oversee critical labor functions, and

18 WHEREAS Tacoma Public Utilities has requested the creation of a  
 19 management level position to oversee its utility-wide safety program; Now,  
 20 Therefore,

21 BE IT ORDAINED BY THE CITY OF TACOMA:

22 Section 1. That Section 1.12.355 of the Tacoma Municipal Code is hereby  
 23 amended, effective as provided by law, to read as follows:  
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Code	A	Job Title	1A	1B	1C	1D	2A	2B	2C	2D	3A	3B	3C	3D
6220	A	Tacoma Venues & Events Attendant	12.00	12.15	12.30	12.46	12.61	12.77	12.93	13.09	13.25	13.42	13.59	13.76
			4A	4B	4C	4D	5A	5B	5C	5D	6A			
			13.93	14.10	14.28	14.46	14.64	14.82	15.01	15.19	15.38			
Code	A	Job Title	1A	1B	1C	1D	2A	2B	2C	2D	3A	3B	3C	3D
0760	A	Labor Relations Manager, Senior	56.49	57.20	57.92	58.64	59.37	60.11	60.86	61.62	62.39	63.17	63.96	64.76
			4A	4B	4C	4D	5A	5B	5C	5D	6A			
			65.57	66.39	67.22	68.06	68.91	69.77	70.64	71.52	72.41			
Code	A	Job Title	1A	1B	1C	1D	2A	2B	2C	2D	3A	3B	3C	3D
1207	A	Utilities Safety Manager	46.87	47.46	48.05	48.65	49.26	49.88	50.50	51.13	51.77	52.42	53.08	53.74
			4A	4B	4C	4D	5A	5B	5C	5D	6A			
			54.41	55.09	55.78	56.48	57.19	57.90	58.62	59.35	60.10			

Section 2. That Section 1 is effective as provided by law.

Passed \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

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



## ORDINANCE NO. 28457

1 BY REQUEST OF DEPUTY MAYOR THOMS

2 AN ORDINANCE relating to public health and safety; adopting additional  
3 findings; and, amending Section 6 of Ordinance No. 28430 by extending  
4 the sunset date of said ordinance from October 9, 2017, to December 31,  
5 2017, for the declaration of public emergency relating to the conditions of  
6 homeless encampments; and declaring an emergency, making  
7 necessary the passage of this ordinance and it becoming effective  
8 immediately.

9 WHEREAS, on May 9, 2017, the City Council enacted Ordinance  
10 No. 28430 (“Emergency Ordinance”), declaring a state of emergency relating to  
11 the conditions of homeless encampments and authorizing such actions are  
12 reasonable and necessary in light of such emergency to mitigate the conditions  
13 giving rise to such public emergency, and provided for a sunset date of  
14 October 9, 2017, and

15 WHEREAS, on June 5, 2017, the City Council approved a temporary  
16 emergency aid and shelter plan with a three-phased approach (Mitigation,  
17 Stabilization, and short-term transitional housing) at a projected cost of  
18 \$3.4 million, and

19 WHEREAS the Emergency Ordinance further provided that the City  
20 Council shall review the conditions that have given rise to the public health  
21 emergency to determine if such conditions warrant keeping in place the  
22 extraordinary measures authorized herein to respond to the public health  
23 emergency, and  
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1 WHEREAS, the City Council has conducted a review the efforts made to  
2 abate the conditions giving rise to the declaration of the public emergency and  
3 based upon such review, finds as follows:

- 4 • The City, within two weeks following the declaration of emergency,  
5 established a mitigation site at 18th Street and Portland Avenue  
6 (“mitigation site”) occupied by 118 individuals, 70 tents, and nine  
7 vehicles;
- 8 • Occupants of the mitigation site were provided with health and  
9 sanitation facilities, together with assessments and screening for  
10 housing needs, mental health and substance abuse disorders, needle  
11 exchange services, transportation to shower and laundry facilities,  
12 veterans outreach, meals, dental/physical health assessments,  
13 prenatal care and other needed services;
- 14 • The City, on June 26th, began transitioning occupants of the  
15 mitigation site to the stabilization site located at 1423 Puyallup  
16 Avenue (“stabilization site”), resulting in the relocation of 84  
17 individuals to the stabilization site, the referral of four individuals to  
18 housing options, the referral of one individual to substance use  
19 inpatient treatment, and the referral of one individual to mental health  
20 inpatient treatment;
- 21 • As of September 22nd, 90 individuals continued to reside at the  
22 stabilization site, 47 individuals developed housing stability plans,  
23 received housing referrals, or were enrolled in a housing program,  
24 and nine individuals transitioned from the stabilization site to housing;
- 25 • During the week of September 19th through September 21st, the City  
26 turned away one person a day from the stabilization site, 52  
individuals were on a waiting list for shelter at the stabilization site, 80  
individuals were turned away daily from the Nativity House Shelter,  
and two individuals were turned away daily from the Tacoma Rescue  
Mission;
- Although heightened enforcement and services have reduced resident  
and area health and safety impacts, conditions continue to exist  
resulting in homelessness encampments outside of the stabilization  
site throughout the City; since the Emergency Ordinance, and as of  
September 22nd, 327 homeless encampments have been removed  
throughout the City;



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- Although 84 percent of residents at the stabilization site require and/or qualify for permanent supportive housing, there is a shortage of permanent supportive housing in the region. If the stabilization site were to be shut down, 80-90 residents would be left without housing or shelter options and would experience increased health and safety issues;
- The stabilization site continues to remain at near capacity with slow outflow into stable housing;
- The City continues to evaluate opportunities to increase short-term transitional housing and partnering with Pierce County and other jurisdictions to address the challenges of addressing homelessness,

and

WHEREAS the City Council finds and concludes that the continuing and ongoing threat of significant harm to human health and life arising from the conditions in homeless encampments as described in the Emergency Ordinance have not yet been abated by the City's actions, resulting in the continued existence of the public emergency as declared pursuant to the Emergency Ordinance, and

WHEREAS the City Council further finds and concludes that the current and ongoing conditions warrant keeping in place the extraordinary measures authorized pursuant to Ordinance No. 28430 to respond to the declared emergency, and

WHEREAS the City Council further finds and concludes that it is reasonable and necessary, and in the best interest of the public health, safety, and welfare, to continue the exercise of its power to declare a public health





1 emergency under authority of Article XI, Section 11, of the State Constitution,  
2 Chapter 38.52 RCW, Chapter 39.04 RCW, RCW 35.33.081, WAC 197-11-880  
3 and other applicable laws and regulations, and pursuant to Section 2.4 of the  
4 Tacoma City Charter, Chapters 1.06, 1.10, and 8.96 of the Tacoma Municipal  
5 Code, and the authorization of such extraordinary measures as are reasonable  
6 and necessary in light of such public health emergency to mitigate the  
7 conditions giving rise the public emergency; Now, Therefore,

8 BE IT ORDAINED BY THE CITY OF TACOMA:

9 Section 1. That the above-stated recitals are adopted as findings and  
10 conclusions of the City Council and are incorporated by this reference as though  
11 fully set forth herein.  
12

13 Section 2. That Section 6 of Ordinance No. 28430 is hereby amended to  
14 read in its entirety as follows:

15 That this ordinance shall sunset and no longer be in force or effect at  
16 11:59 p.m. on ~~October 9~~ December 31, 2017.  
17

18 Section 3. That the City Council shall, prior to December 31, 2017,  
19 review the conditions that have given rise to the emergency declaration made  
20 pursuant to Ordinance No. 28430 to determine if such conditions warrant  
21 keeping in place the extraordinary measures authorized herein to response to  
22 this public health emergency.  
23

24 Section 4. That, based upon the facts and conclusions as specified  
25 herein and Ordinance No. 28430, a public emergency exists, making this  
26



1 ordinance effective upon passage by an affirmative vote of a least six members  
2 of the City Council.

3  
4 Passed \_\_\_\_\_

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6 \_\_\_\_\_  
Mayor

7 Attest:  
8  
9 \_\_\_\_\_  
City Clerk

10 Approved as to form:  
11 \_\_\_\_\_  
12 Chief Deputy City Attorney

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## ORDINANCE NO. 28458

1 BY REQUEST OF DEPUTY MAYOR THOMS

2 AN ORDINANCE relating to public health and safety; amending Section 8.12.180.E  
3 of the Tacoma Municipal Code by extending the sunset date from October 9,  
4 2017, to December 31, 2017; and declaring an emergency, making  
5 necessary the passage of this ordinance and it becoming effective  
6 immediately.

7 WHEREAS, on May 9, 2017, the City Council enacted Ordinance No. 28430  
8 (“Emergency Ordinance”), declaring a state of emergency relating to the conditions  
9 of homeless encampments and authorizing such actions are reasonable and  
10 necessary in light of such emergency to mitigate the conditions giving rise to such  
11 public emergency, and provided for a sunset date of October 9, 2017, and

12 WHEREAS, on July 11, 2017 the City Council enacted Ordinance  
13 No. 28438, codified at TMC 8.12.180 (“Camping Ordinance”), making it unlawful to  
14 camp upon any public property in the City of Tacoma except in any location where  
15 camping has been expressly allowed, and

16 WHEREAS the Camping Ordinance was adopted pursuant to the City’s  
17 police power authority as a reasonable and necessary enforcement measure in  
18 response to and based upon the conditions giving rise to the public emergency as  
19 set forth in the Emergency Ordinance, and

20 WHEREAS the Camping Ordinance will sunset on October 9, 2017,  
21 contemporaneous with the sunset of the Emergency Ordinance, and

22 WHEREAS the City Council has reviewed the conditions given rise to the  
23 public health emergency, determined that such conditions warrant keeping in place  
24 the extraordinary measures authorized pursuant to the Emergency Ordinance to  
25 respond to the public health emergency, and adopted an ordinance extending the  
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declaration of the public emergency and authority granted therein from October 9, 2017, to December 31, 2017 (“Extension Ordinance”), and

WHEREAS, based upon the findings and conclusions set forth in Extension Ordinance, the City Council finds that it is in the best interest of the public health, safety and welfare, to extend the sunset date of the Camping Ordinance from October 9, 2017, to December 31, 2017; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Section 8.12.180.E of the Tacoma Municipal Code is hereby amended to read, in its entirety, as follows:

E. The prohibitions contained herein shall sunset and no longer be in force or effect at 11:59 p.m. on ~~October 9,~~December 31, 2017.

Section 2. That, based upon the facts and conclusions as set forth in the ordinance of the City Council adopted contemporaneous herewith and extending the declaration of public emergency, the City Council finds that a public emergency exists, making this ordinance effective upon passage by an affirmative vote of a least six members of the City Council.

Passed \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Chief Deputy City Attorney