



RESOLUTION NO. 38536

1 A RESOLUTION relating to conservation and development; authorizing the
2 execution of an interlocal agreement with Pierce County to implement a
Transfer of Development Rights program within the City.

3 WHEREAS zoning and development regulations do not adequately
4 provide permanent protections for agricultural lands, historic buildings, open
5 space, or affordable housing, and
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7 WHEREAS a Transfer of Development Rights (“TDR”) program is a tool
8 that exchanges permanent, recorded conservation easements over important
9 lands and buildings in certain locations (known as “sending areas”) for
10 increases in density in other locations (known as “receiving areas”), and under
11 which the market sets the dollar value of such exchanges and counties and
12 cities formally authorize the necessary transactions, and
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14 WHEREAS TDR programs are strongly supported by the State’s Growth
15 Management Act (“GMA”), recent supplemental legislation passed by the State,
16 and federal grant funding for TDR programs, regional planning policies, the
17 City’s Comprehensive Plan, and the City’s development regulations for
18 Commercial Mixed-Use Centers and Downtown, and
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20 WHEREAS the City’s participation in a regional TDR program would
21 qualify the City to use tax increment financing for targeted infrastructure
22 improvements, which was a key factor in the federal Environmental Protection
23 Agency awarding the City a grant, in the amount of \$109,000, to develop and
24 implement a TDR program, and
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1 WHEREAS the project to develop and implement a TDR program
2 ("Project") was first introduced to the City Council at its Study Session on
3 July 19, 2011, and a progress report on the Project was provided to the
4 Economic Development Committee ("EDC") at its meeting on February 29,
5 2012, during which the EDC expressed particular concern about the viability of
6 a TDR program in the current economy, and
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8 WHEREAS, pursuant to EDC concerns, the Project included a market
9 feasibility study, which study reached the following conclusions: (1) the City's
10 current zoning incentives to receive TDRs for Commercial Mixed-Use Centers
11 and Downtown are of sufficient scale and scope to support a large-scale TDR
12 program; (2) the zoning incentives can, with relatively minor adjustments,
13 produce an effective TDR program; (3) focusing on the regional TDR program
14 established by State statute will, over the medium- and long-term, allow the City
15 to qualify for tax increment financing; and (4) the implementation of a TDR
16 program can be best addressed over the short term by City Council actions that
17 will facilitate demonstration projects, and
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19 WHEREAS this resolution will authorize the execution of a requested
20 interlocal agreement with Pierce County implementing a TDR program between
21 the County and City, which will facilitate demonstration projects going forward,
22 and
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24 WHEREAS, on August 28, 2012, the proposed interlocal agreement was
25 presented to the EDC, and received a "do-pass"; Now, Therefore,
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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an interlocal agreement with Pierce County substantially in the form attached hereto as Exhibit "A" and by this reference incorporated herein (this document shall also be on file in the office of the City Clerk) implementing a Transfer of Development Rights program between Pierce County and the City.

Adopted SEP 18 2012

Mark Ford
Mayor

Attest:

Doris Sorum
City Clerk

Approved as to form:

Debra Casp
Deputy City Attorney



1 **EXHIBIT "A"**

2 AN AGREEMENT IMPLEMENTING
3 A TRANSFER OF DEVELOPMENT RIGHTS PROGRAM
4 BETWEEN
5 PIERCE COUNTY AND CITY OF TACOMA

6 **THIS INTERLOCAL AGREEMENT** is entered into this day by and between
7 **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred
8 to as "COUNTY") and City of Tacoma, a municipal corporation of the State of
9 Washington (herein referred to as "CITY").

10 **RECITALS**

- 11 1. WHEREAS, the Washington State Growth Management Act (**GMA**), Chapter
12 36.70A Revised Code of Washington (**RCW**), directs development to urban areas,
13 discourages inappropriate conversion of undeveloped rural land into sprawling,
14 low-density development, and encourages the conservation of productive forest lands
15 and productive agricultural lands and the protection of habitat lands; and
- 16 2. WHEREAS, the transfer of development rights (**TDR**) is one tool available to
17 Washington communities to encourage the preservation of productive agricultural and
18 forest lands and the protection of habitat lands while also promoting higher density,
19 infill development within incorporated cities, consistent with the **GMA** and as provided
20 in the Regional Transfer of Development Rights Program, Chapter 43.362 RCW; and
- 21 3. WHEREAS, the Washington State Legislature recognizes the importance of a
22 regional transfer of development rights program; and
- 23 4. WHEREAS, the **GMA** requires counties to adopt countywide planning policies in
24 cooperation with cities; and
- 25 5. WHEREAS, the Pierce County Countywide Planning Policies direct jurisdictions in
26 Pierce County to implement programs and regulations to protect and maintain the rural
character of rural, farm and forest lands, and to direct growth to cities and urban
centers; and
6. WHEREAS, the COUNTY has developed a TDR program which, subject to adoption
of an interlocal agreement, authorizes cities to receive development rights transferred
from unincorporated rural and resource lands; and
7. WHEREAS, the COUNTY has a TDR bank that acquires development rights from
high priority conservation lands for purchase within cities; and the TDR bank can play



1 an important role to facilitate the City-County TDR market and is an integral part of the
2 success of the Joint Program.

3 8. WHEREAS, the rural and resource lands in Pierce County are recognized as
4 containing important citywide, countywide and regional public benefits such as forestry,
5 open space, wildlife habitat, agricultural resources, and salmon habitat; and

6 9. WHEREAS, the CITY has identified rural and resource lands in Pierce County as one
7 of its preservation priorities; and

8 10. WHEREAS, the CITY's development regulations identify certain areas within the
9 Tacoma city limits to actively consider as potential receiving sites for development
10 rights from Pierce County, as a means to achieve conservation and preservation of
11 resource and rural lands and to direct growth to the CITY; and

12 11. WHEREAS, the CITY'S Downtown and Mixed-Use Centers call for density
13 incentives for residential and commercial development, and seek to increase public
14 amenities to improve the pedestrian, park and transit oriented development pattern in
15 these areas; and

16 12. WHEREAS, the CITY and the COUNTY share an interest in creating an effective,
17 cooperative development rights transfer system to achieve the goals of the GMA, the
18 Pierce County Countywide Planning Policies, and the City of Tacoma and the Pierce
19 County Comprehensive Plans; and

20 13. WHEREAS, the COUNTY and the CITY are authorized, pursuant to Article XI of
21 the Washington State Constitution, Chapter 39.34 RCW and RCW 43.362.050 to enter
22 into a governmental cooperation agreement to accomplish these shared goals;

23 NOW, THEREFORE, in consideration of the terms and conditions contained herein, it
24 is mutually agreed by and between the COUNTY and CITY as follows:

25 **SECTION I. PURPOSE.**

26 Purpose of this Interlocal Agreement is to provide for the transfer of development
rights from Pierce County to the City of Tacoma and to memorialize the agreement
between the parties relating to a Joint Program (hereafter the "**Joint Program**") for the
transfer of development rights from the Pierce County TDR Bank to the City; or from
privately owned unincorporated Pierce County rural and resource lands as identified on
Exhibit A, attached hereto and made a part of this Agreement, into the City of Tacoma
according to the provisions described below.

SECTION II. CITY OBLIGATIONS

A. The CITY has adopted Ordinance No. 28087 to implement its Transfer of
Development Rights Program. The City's TDR Program provides incentives to protect



1 selected sending site properties while authorizing additional residential density,
2 commercial square footage, and other uses at selected receiving sites inside the city
3 limits. The TDR implementation program is codified in Chapter 1.37 Tacoma
4 Municipal Code.

5 B. The CITY has designated Downtown and certain Mixed-Use Centers as receiving
6 areas within which transferable development rights credits may be used; depicted in
7 Exhibit B.

8 C. The CITY has adopted a receiving area ratio or ratios for the transferable
9 development rights or development rights credits to be received.

10 D. The CITY has identified the following County "Sending Sites" described below and
11 depicted in Exhibit A, as priorities for the transfer of development rights to the CITY:

12 Pierce County Farm Land: Farm land designated as Agricultural Resource Land
13 (ARL) in unincorporated Pierce County.

14 Pierce County Forest Land: Forest Land designated as Forest Land (FL) situated
15 in unincorporated Pierce County.

16 E. The provisions of the CITY'S TDR ordinance are consistent with the intent and
17 purposes of the Joint Program. The CITY shall continue to permit the use of
18 development rights at receiving sites within the CITY limits during the term of this
19 Agreement from priority sending sites identified in Exhibit A unless other mutually
20 agreeable sending sites are approved by the CITY.

21 F. The CITY agrees that development rights can be transferred from the Pierce County
22 TDR Bank to the CITY or from privately owned unincorporated Pierce County rural
23 and resource lands. All transfers to the CITY shall come from rural and resource lands
24 depicted on Exhibit A.

25 G. The CITY shall notify the COUNTY in writing when it has approved the use of
26 development rights that were purchased from private parties in a specific project. Upon
approved use of COUNTY development rights on a specific receiving site within the
CITY, the CITY shall ensure that the receiving site owner relinquishes the certificates
to the COUNTY in conformance with the Chapter 18G.10 Pierce County Code (PCC)
prior to issuing final building permits on the receiving site.

H. The CITY agrees to work in good faith with the COUNTY, private developers, and
other receiving site landowners for the success of this Agreement.

I. The COUNTY and CITY agree to work in good faith to pursue grant funding for a
Landscape Conservation and Local Infrastructure Program feasibility study to
understand the benefits of the program to fund infrastructure improvements and to
support conservation of farm and forest lands.



1 **SECTION III. COUNTY OBLIGATIONS**

2 A. The COUNTY adopted policies, regulations, and administrative procedures under
3 Chapter 18G.10 PCC to implement the COUNTY Transfer and Purchase of
4 Development Rights Program, which promotes and facilitates the purchase and sale of
5 development rights. The COUNTY Program's adopted policies and regulations are also
6 consistent with the Joint Program.

7 B. The COUNTY will utilize Title 18G PCC to identify, qualify and certify sending
8 sites for use by the CITY from sites represented in accordance with Exhibit A.

9 C. The COUNTY acknowledges the provisions of the CITY'S TDR implementation
10 Ordinance are consistent with the intent and purposes of the Joint Program and this
11 Interlocal Agreement.

12 **SECTION IV. JOINT DEMONSTRATION PROJECT**

13 The COUNTY agrees to work in good faith with the CITY, private developers, and
14 designated sending site landowners for the success of this Agreement.

15 **SECTION V. DURATION**

16 A. Duration. This Agreement shall become effective on the date it is last signed by all
17 parties and shall be reviewed once the CITY meets its conservation goals and has
18 accepted 369 TDR credits.

19 B. Extension. Pursuant to a mutual written agreement between the COUNTY Executive
20 and CITY Mayor, this Agreement may be extended for a mutually agreed upon period
21 from the effective date of the extension. To extend the Agreement, the CITY or the
22 COUNTY shall make a written request to the other not less than sixty (60) days prior to
23 the end of this Agreement. The request shall specify the proposed term of the extension.
24 The parties must agree to the extension in writing by the termination date or the
25 agreement will lapse.

26 **SECTION VI. ADMINISTRATION OF THE AGREEMENT.**

 This Agreement shall be administered for the CITY by the City Manager or his/her
 designee and for the COUNTY by the County Executive, or his/her designee.

SECTION VII. INDEMNIFICATION AND DEFENSE.

 A. The County shall defend, indemnify, and save harmless the CITY, its officers,
 employees, and agents from any and all costs, claims, judgments, or awards of damages,
 resulting from the acts or omissions of the COUNTY, its officers, employees, or agents
 associated with this Agreement. In executing this Agreement, the COUNTY does not
 assume liability or responsibility for or in any way release the CITY from any liability
 or responsibility which arises in whole or in part from the existence or effect of CITY
 ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause,



1 claim, suit, action or administrative proceeding is commenced in which the
2 enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution,
3 custom, policy or practice is at issue, the CITY shall defend the same at its sole
4 expense, and if judgment is entered or damages are awarded against the CITY, the
COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and
attorney's service charges.

5 B. The CITY shall defend, indemnify, and save harmless the COUNTY, its officers,
6 employees and agents from any and all costs, claims, judgments, or awards of damages,
7 resulting from the acts or omissions of the CITY, its officers, employees or agents
8 associated with this Agreement. In executing this Agreement, the CITY does not
9 assume liability or responsibility for or in any way release the COUNTY from any
10 liability or responsibility which arises in whole or in part from the existence or effect of
11 COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If
12 any cause, claim, suit, action, or administrative proceeding is commenced in which the
13 enforceability and/or validity of any such COUNTY ordinance, rule, regulation,
14 resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at
15 its sole expense, and if judgment is entered or damages are awarded against the
16 COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all
17 chargeable costs and attorney's service charges.

18 **SECTION VIII. ASSIGNMENT.** Neither the COUNTY nor the CITY shall have the
19 right to transfer or assign, in whole or in part, any or all of its obligations and rights
20 hereunder without the prior written consent of the other party.

21 **SECTION IX. INDEPENDENT CONTRACTOR.** Both the CITY and the COUNTY
22 are, and shall at all times be deemed to be, an independent contractor. Nothing herein
23 contained shall be construed as creating the relationship of employer and employee, or
24 principal and agent, between the CITY and the COUNTY or any of the CITY and
25 COUNTY's agents or employees. The CITY and the COUNTY shall each retain all its
26 authority for rendition of services, standards of performance, control of personnel, and
other matters incident to the performance of services pursuant to this Agreement.

SECTION X. NO THIRD PARTIES. This Agreement is made and entered into for
the sole protection and benefit of the parties hereto. No other person or entity shall have
any right of action or interest in this Agreement based upon any provision set forth
herein.

SECTION XI. WAIVER. No waiver by either party of any term or condition of this
Agreement shall be deemed or construed to constitute a waiver of any other term or
condition or of any subsequent breach, whether of the same or a different provision of
this Agreement.



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SECTION XII. ENTIRE AGREEMENT. This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. It is the complete expression of the terms hereof and any oral representation or understanding not incorporated herein is excluded.

SECTION XIII. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION XIV. NOTICES. Any notice, approval or communication that either party is required to send under this Interlocal Agreement must be given in writing to the following addresses:

To City of Tacoma:

To Pierce County:

or to such other address as either party designates by written notice to the other.

SECTION XVI. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.



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IN WITNESS WHERE OF, the parties have caused this Interlocal Agreement to be executed on this _____ day of _____, 20__.

Approved as to Form:

PIERCE COUNTY

DEPARTMENT DIRECTOR Date

DEP. PROSECUTING ATTORNEY Date
(as to legal form only)

BUDGET AND FINANCE Date

COUNTY EXECUTIVE Date
(if over \$250,000)

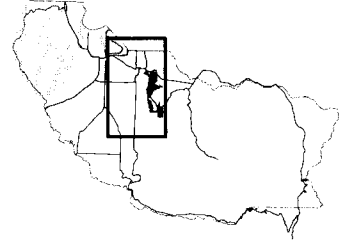


Exhibit A

Pierce County Sending Site Areas

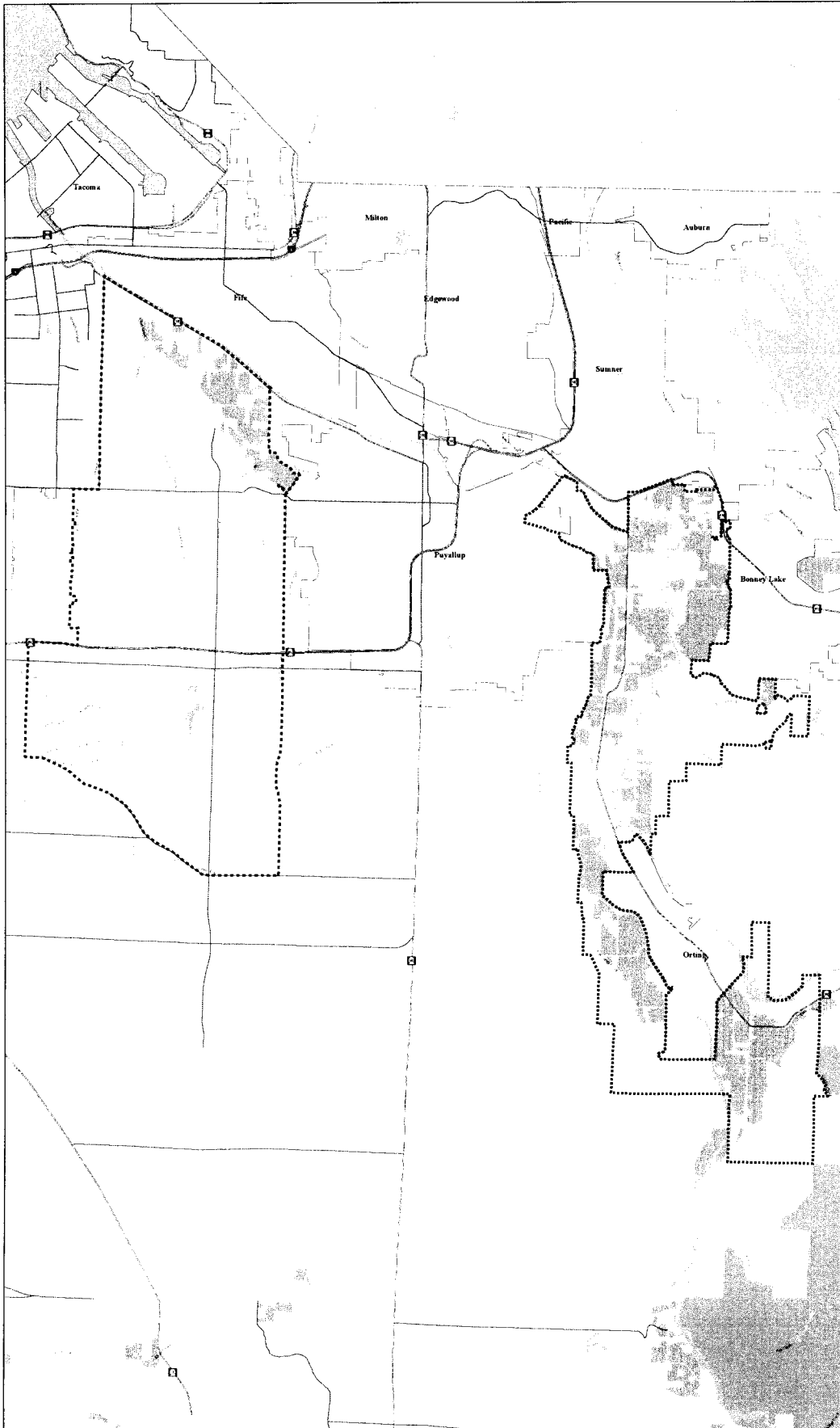
Agricultural Resource Land Alderton McMillin Community Plan Area

Resource Land

- Community_Plans_Dissolve
- Alderton-McMillin Community Plan Area
- Hydro - Surface Boundaries
- Municipal Area

Zoning

- Agricultural Resource Land (ARL)
- Designated Forest Land



Map Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

Map Date: 01/20/2011

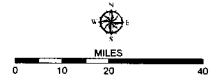
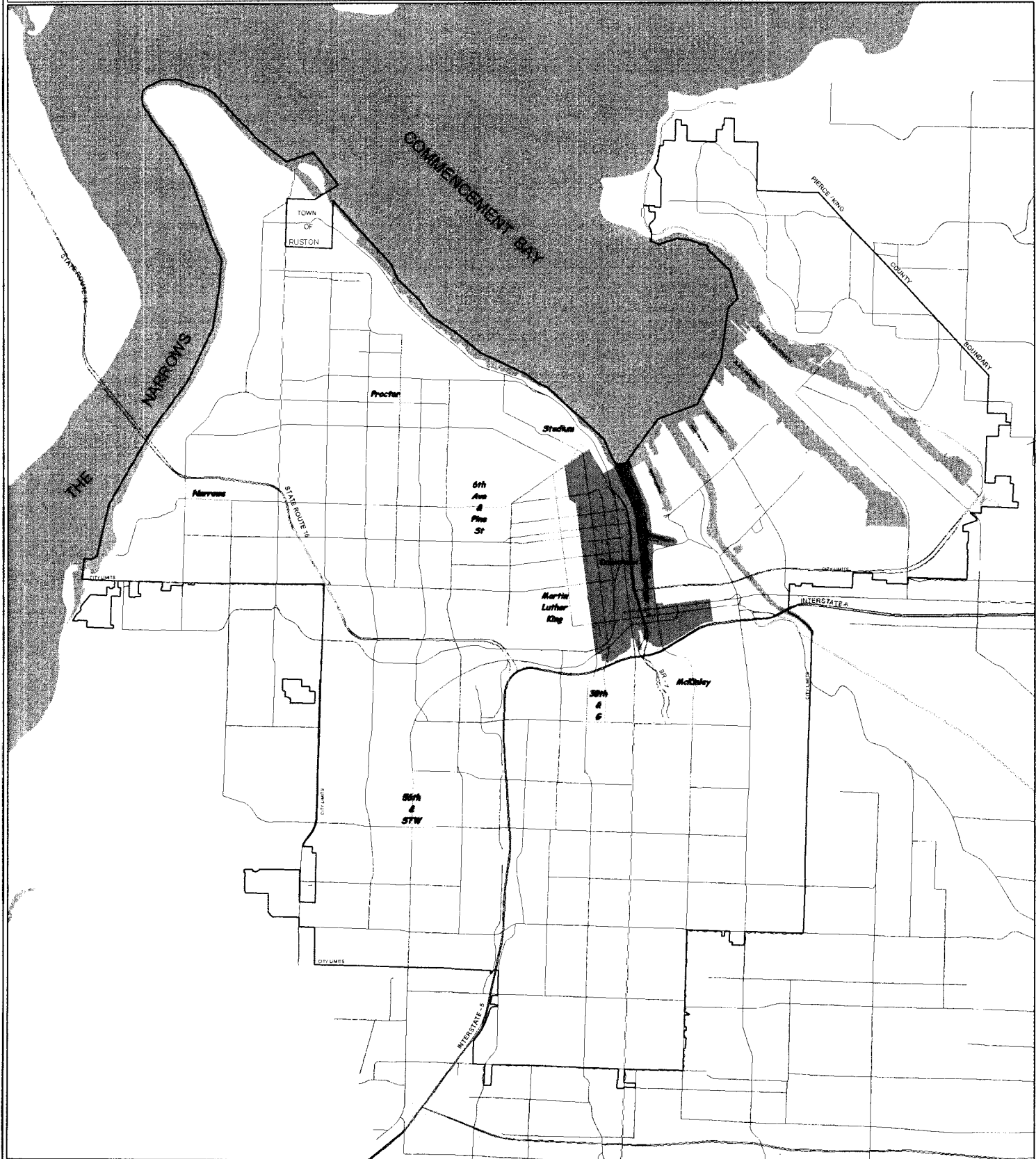


Exhibit "B"

Downtown & Neighborhood Mixed-Use Centers



Legend

- Downtown Mixed-Use Center
- Neighborhood Center Mixed-Use Center

Map Location

City of Tacoma
Community & Economic Development Department
GIS Analysis & Data Services

2000 0 2000 4000 6000
Feet

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. It is to be used for reference purposes only.



REQUEST FOR RECEIVED

ORDINANCE RESOLUTION

Request #:	13327
Ord./Res. #:	38536

AUG 27 2012

1. DATE: August 28, 2012

CITY CLERK'S OFFICE

2. SPONSORED BY: COUNCIL MEMBER(S) N/A

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM Community & Economic Development Department/Comprehensive Planning 3b. "DO PASS" FROM Economic Development Committee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> To Committee as information only <input type="checkbox"/> Did not go before a Committee 3c. DID THIS ITEM GO BEFORE THE PUBLIC UTILITY BOARD? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not required	4a. CONTACT (for questions): Ian Munce	PHONE: 253-573-2478
	4b. Person Presenting: Ian Munce	PHONE: 253-573-2478
	4c. ATTORNEY: Jeff Capell	PHONE: 253-591-5638
 Department Director/Utility Division	N/A Budget Officer/Finance Director	 City Manager/Director-Utilities

5. REQUESTED COUNCIL DATE: September 18, 2012

(If a specific council meeting date is required, explain why; i.e., grant application deadline, contract expiration date, required contract execution date, public notice or hearing required, etc.)

Compliance with Grant terms and conditions

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Implementing a Transfer of Development Rights Program by Interlocal Agreement between the City and Pierce County.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

Zoning and development regulations simply do not provide permanent protections for agricultural lands, historic buildings, open space, and affordable housing. Transfers of Development rights (TDR) is a tool that exchanges permanent, recorded conservation easements over important lands and buildings in one location(s) ("sending areas") for increases in density in another location(s) ("receiving areas"). Counties and cities authorize the transaction(s) but the market sets the dollar value(s) of the exchanges.

The State Growth Management Act and recent supplemental legislation strongly support the use of TDRs. This support is reflected in federal grant funding for TDR programs, regional planning policies, the City's Comprehensive Plan policies, and the City's Development Regulations for its Commercial Mixed-Use Centers and Downtown. More specifically, the City's participation in a regional TDR program qualifies the City to use tax increment financing (TIF) for targeted infrastructure improvements.

It is within this context that the City was awarded a \$109,000 grant from the federal Environmental Protection Agency to develop and implement a TDR program. This project was introduced to City Council at a July 19, 2011 Study Session and a progress report was given to the Economic Development Committee (EDC) on February 29, 2012. The EDC expressed particular concern about the economic viability of a TDR program in the current economy and the Study focused heavily on this topic.

REQUEST (CONT)

CITY CLERK USE ONLY

Request #:

13327

Ord/Res #:

38536

The Study concludes that: the City's current zoning incentives for Commercial Mixed-Use Centers and Downtown to receive TDRs are of sufficient scale and scope to support a large-scale TDR program; the zoning incentives can, with relatively minor adjustments, be adjusted to produce an effective TDR program; focusing on the regional TDR program established by State statute will over the medium and long term allow the City to qualify for Tax Increment Financing (TIF); and, TDR implementation can best be addressed over the short term by Council actions that will facilitate demonstration projects.

The proposed resolution would approve an Interlocal Agreement with Pierce County that will allow demonstration projects to move forward. This topic was on the agenda of the August 28, 2012, Economic Development Committee, and the Committee gave it a "do pass."

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Transfer of Development Rights Program Market Study for the City of Tacoma, August 17, 2012	www.cityoftacoma.org/planning (click on "Transfer of Development Rights")

9. WHICH OF THE CITY'S STRATEGIC GOALS DOES THIS ITEM SUPPORT? (CHECK THE GOAL THAT BEST APPLIES)

- A. A SAFE, CLEAN AND ATTRACTIVE COMMUNITY
- B. A DIVERSE, PRODUCTIVE AND SUSTAINABLE ECONOMY
- C. A HIGH-PERFORMING, OPEN AND ENGAGED GOVERNMENT

10. SUSTAINABILITY: Does this request meet the City's Sustainability Priorities? (check all that apply)

- Environment*: improve regional and local ecological well-being.
- Equity*: promote meeting basic needs and equitable access to opportunities for all city residents.
- Culture*: improve the cultural and quality of life for all citizens.
- Economy*: contribute to economic development and serve as a responsible steward of public resources.

Describe how this request supports the above sustainability priorities.

A TDR program is a tool that is available to advance each of these priorities. It is proposed to be used in the City: to protect regional and local lands of ecological importance, to operate citywide, to protect historic buildings, and to provide public benefits in exchange for increased density.

REQUEST (CONT)

Request #:	13327
Ord/Res #:	38536

11. IF THIS CONTRACT IS FOR AN AMOUNT OF \$200,000 OR LESS, EXPLAIN WHY IT NEEDS LEGISLATIVE APPROVAL:
N/A

12. FINANCIAL IMPACT: EXPENDITURE REVENUE

- A. NO IMPACT (NO FISCAL NOTE)
- B. YES, OVER \$100,000, Fiscal Note Attached
- C. YES, UNDER \$100,000, (NO FISCAL NOTE)
Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
---------------------	----------	---------	----------	--------------

If an expenditure, is it budgeted? Yes No Where? Cost Center:
Acct #:



TO: J. C. Broadnax, City Manager
FROM: (RN) Ricardo Noguera, Director, Community & Economic Development Department
SUBJECT: Implementing a Transfer of Development Rights Program within the City
DATE: September 11, 2012

SUMMARY

The purpose of this memorandum is to seek approval from the City Council for a set of actions that will allow Transfer of Development Rights (TDR) transactions to occur within the City of Tacoma, a set of actions that received a “do pass” from the Economic Development Committee on August 28, 2012. This item is being brought forward at this time pursuant to a grant agreement with King County and the federal Environmental Protection Agency and a research study (“Study”) that was conducted as a part of this grant agreement; this Study can be found at www.cityoftacoma.org/planning (and under Hot Topics, click on “Transfer of Development Rights (TDR)”).

BACKGROUND

Zoning and development regulations simply do not provide permanent protections for agricultural lands, historic buildings, open space, and affordable housing. Transfers of Development Rights (TDR) is a tool that exchanges permanent, recorded conservation easements over important lands and buildings in one location(s) (“sending areas”) for increases in density in another location(s) (“receiving areas”). Counties and cities authorize the transaction(s), but the market sets the dollar value(s) of the exchanges.

The State Growth Management Act and recent supplemental legislation strongly support the use of TDRs. This support is reflected in federal grant funding for TDR programs, regional planning policies, the City’s Comprehensive Plan policies, and the City’s Development Regulations for its Commercial Mixed-Use Centers and Downtown. More specifically, the City’s participation in a regional TDR program qualifies the City to use tax increment financing (TIF) for targeted infrastructure improvements.

It is within this context that the City was awarded a \$109,000 grant from the federal Environmental Protection Agency to develop and implement a TDR program. This project was introduced to City Council at a July 19, 2011, Study Session and a progress report was given to the Economic Development Committee (EDC) on February 29, 2012. The EDC expressed particular concern about the economic viability of a TDR program in the current economy and the Study focused heavily on this topic.

The Study concludes that the City’s current zoning incentives for Commercial Mixed-Use Centers and Downtown to receive TDRs is of sufficient scale and scope to support a large-scale TDR program; the zoning incentives can, with relatively minor adjustments, be adjusted to produce an effective TDR program; focusing on the regional TDR program established by State statute will, over the medium and long term, allow the City to qualify for Tax Increment Financing (TIF); and TDR implementation can best be addressed over the short term by Council actions that will facilitate demonstration projects.

Under the staff recommendation the potential fiscal impacts can be analyzed on a case by case basis as each demonstration project is moved forward.

Memorandum to T.C. Broadnax
Implementing a Transfer of Development Rights Program within the City
September 11, 2012
Page 2

ACTION REQUEST

On September 18, the City Council will consider three pieces of legislation that will allow TDR transactions to occur within the City of Tacoma: (1) an ordinance putting the TDR Administrative Provisions in place, (2) a resolution allowing TDR transactions to occur between the City of Tacoma and King County and between the City of Tacoma and Snohomish County); and, (3) a resolution approving an Interlocal Agreement that would allow TDR transactions to occur between the City of Tacoma and Pierce County.

Resolution No. 38536 Amended

Adopted: SEP 18 2012

Maker of Motion: _____

Seconded: _____

Voice Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Mr. Boe	✓			
Mr. Campbell	✓			
Mr. Fey	✓			
Mr. Ibsen	✓			
Mr. Lonergan	✓			
Mr. Mello	✓			
Ms. Walker	✓			
Ms. Woodards	✓			
Mayor Strickland			✓	

Roll Call Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Mr. Boe				
Mr. Campbell				
Mr. Fey				
Mr. Ibsen				
Mr. Lonergan				
Mr. Mello				
Ms. Walker				
Ms. Woodards				
Mayor Strickland				