



City of Tukwila
***Planning and Community
Development Committee***

- ◆ **Hannah Hedrick, Acting Chair**
- ◆ **Jovita McConnell**

Distribution:
J. McConnell
H. Hedrick

Mayor McLeod
M. Wine
A. Youn
L. Humphrey

AGENDA

MONDAY, FEBRUARY 10, 2025 – 5:30 PM

ON-SITE PRESENCE:

**TUKWILA CITY HALL
CITY COUNCIL CONFERENCE ROOM
6200 SOUTHCENTER BOULEVARD**

REMOTE PARTICIPATION FOR THE PUBLIC:

1-253-292-9750, Access Code: 866559860#
Click here to: [Join Microsoft Teams Meeting](#)
For Technical Support: 1-206-433-7155

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Contract with True Blue Strategies for Experience Tukwila. <i>Brandon Miles, Director of Strategic Initiatives and Government Relations</i>	a. Forward to 2/24 Special Meeting Consent	Pg. 1
b. 2025 Zoning Code Amendment Work Plan. <i>Neil Tabor, Senior Planner</i>	b. Forward to Planning Commission	Pg.11
c. Update on Code Enforcement & Rental Housing. <i>Nick Waggood, Building Official</i>	c. Discussion Only	Pg.15
2. MISCELLANEOUS		

Next Scheduled Meeting: *March 10, 2025*



The City of Tukwila strives to accommodate individuals with disabilities.
Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee

FROM: Brandon J. Miles, Director, Strategic Initiatives

CC: Thomas McLeod

DATE: February 3, 2025

SUBJECT: Agreement with True Blue Strategies for Experience Tukwila

ISSUE

Authorize the Mayor to sign an agreement with True Blue Strategies for the management and operation of the Experience Tukwila Digital Initiative and to provide general marketing services for the City.

BACKGROUND

In 2020, the City launched the Experience Tukwila Digital Initiative to aggressively promote the Tukwila community within the Seattle region. Experience Tukwila includes dedicated social media accounts and a website with original content highlighting restaurants, retailers, events, and the overall Tukwila community. The Experience Tukwila digital initiative has allowed us to do sponsorships and partnerships that we were unable to do in the past, including being a partner for Seattle Restaurant Week and partnering with the Seattle Seawolves.

For 2025 and 2026 Experience Tukwila will focus on growing its reach and followers on social media with authentic posts, including video, and getting our social media and digital media assets ready for the World Cup.

DISCUSSION

True Blue Strategies (formally Mammoth) has been the City's marketing agencies for Experience Tukwila since it launched in 2020. True Blue is small, woman owned marketing firm based out of Seattle and is responsible for the day-to-day management of Experience Tukwila. The City selected True Blue in 2020 after interviewing several firms. True Blue was selected due to its small size and overall background in working with both public policy and marketing. It takes time to build up and get a rhythm in marketing and promotion. True Blue has gained good experience in marketing the City and continuing to use them will provide significant value to the City.

FINANCIAL IMPACT

The City Council approved lodging tax funding in 2025 for 2026 for \$200,000 in both years for Experience Tukwila. The agreement with True Blue is not to exceed \$200,000 and will run from February 1, 2025 to January 31, 2026.

As a reminder, lodging tax funds are collected at area lodging businesses from overnight stays. Under Washington State law, lodging tax funds can only be used for tourism promotion activities, such as Experience Tukwila.

RECOMMENDATION

Staff recommends that the Committee forward the Agreement to the consent agenda on the February 24, 2025 special meeting.

ATTACHMENTS

1. Draft Agreement between the City of Tukwila and True Blue Strategies.



PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and TRUE BLUE STRATEGIES, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform marketing, advertising, tourism promotional, and social media management services services in connection with the project titled Experience Tukwila Digital Initiative.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period being retroactive to February 1, 2025 and ending January 31, 2026, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than January 31, 2026 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$200,000 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

True Blue Strategies, LLC
255 S. King Street, Ste. 800
Seattle, WA 98104
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED:

Andy Youn-Barnett, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit "A"

Scope of Services

Contractor shall provide marketing, advertising, and social media management services to the City with the intent of bringing more visitors to the City and improving the City's image. The focus for 2025 shall be to continue to promote the City of Tukwila as a great place to play, stay, shop, and dine.

Day-to-Day Management of Experience Tukwila

Contractor is responsible for the day-to-day management of the City of Tukwila Experience Tukwila social media accounts (Facebook, Instagram, X, and LinkedIn) and the ExperienceTukwila.com website. Contractor shall provide the following services outlined in Table 1 below.

Special Services

In addition to the work outlined in Table 1, Contractor shall provide the following additional special services to the City. The reimbursement for these items shall be negotiated separately and no work shall be performed until written (email suffices) notification has been provided by the City.

1. On dates mutually agreed by the City and Contractor, organize a two-day photo shoot within the City to capture more crowds, personal portraits, and b-roll footage.
2. Juneteenth Poster and other special art work coordination.
3. Produce videos or animations promoting the City.
4. Website refresh of ExperienceTukwila.com.
5. Paid media recommendations, as needed, with the specific services added by the City upon request, with a cost estimate provided by the Contractor.
6. Provide recommendations and strategies to help the City improve its social media followers and engagement.
7. Earned media and community partners program. The specific work shall be negotiated by the City and the Contractor, with the Contractor providing the City an estimate for the proposed work.
8. Other marketing and advertising services deemed necessary by the City to achieve the goals of promoting the City to visitors. Specific services and costs shall be negotiated as specific projects are proposed by either City or Contractor.

Table 1 shows an estimate as to how funds will be allocated. The City may reallocate funds for specific tasks or eliminate tasks.

Task	Notes	Monthly Rate	12-month cost (February, 2025 through January, 2026)
Project Management and Reporting	Project Management, monthly analytics reporting on web and social analytics, site hosting and administration.	\$1,500	\$18,000
Social Media Content and Management. One off design services.	Creation and posting of original social media content for existing Facebook, Instagram, Twitter, and LinkedIn accounts including custom graphics and sourced photography. 5-7 posts per week. Community moderation. Identify externally generated content to share, retweet, or otherwise promote. Ongoing content creating for LinkedIn one post per week. Expanded stories, videos, gifs, and interactive content. City retains ownership of all social media accounts. Upon request, Contractor shall provide the City sign in credentials for social media accounts. True Blue will also support the City with one-off design needs, such as one-pagers, posters, etc. when retainer hours are available.	\$6,500	\$78,000
Website Content Updates	Ongoing website support and content updates, editorial calendar management, blog content and event updates. Includes adding additional content to the site such as new restaurant and shopping listings, updating imagery including refreshing homepage content. Contractor is responsible for hosting ExperienceTukwila.com. City retains ownership of ExperienceTukwila.com website and the domain name. Upon termination of this Agreement, Contractor shall transfer hosting and the domain name ExperienceTukwila.com to the City.	\$2,000	\$24,000
Email Marketing	Deployment of one email per month to Experience Tukwila newsletter subscribers.	\$1,000	\$12,000

Content and Management	Email content development and management including subscriber/engagement reporting		
Totals:		\$11,000	\$132,000

The Contractor may also complete other services as needed and as directed by the City. Other work that may be added to the scope of the agreement, but shall not exceed \$68,000, including, but not limited to, the following:

- Securing and paying for third party social media and marketing support services.
- Obtaining art and other graphics for City events.
- Ad buys, including commissions for work.
- Providing recommendations on search engine optimization for ExperienceTukwila.com
- City newsletter support and creation.
- Providing general marketing recommendations to the City.
- Graphic design work and support.
- Special marketing projects.



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee

FROM: Nora Gierloff, AICP, DCD Director

BY: Nancy Eklund, AICP, Long Range Planning Supervisor

CC: Mayor Thomas McLeod

DATE: February 3, 2025

SUBJECT: 2025 Zoning Code Amendment Workplan

ISSUE

In the interest of streamlining items for a busy 2025 Planning and Community Development (PCD) Committee calendar and keeping the PCD apprised of upcoming items, staff is requesting direction on the review process for the 2025 Zoning code amendment workplan items.

BACKGROUND

Per TMC 18.82.040 the Planning Commission's workplan, including review of code amendments, is delegated to them by the Planning and Community Development Committee, or full City Council. Such potential code amendments do not require Planning Commission review before being considered by the City Council; however, the Council may elect to have amendment issues reviewed more extensively by the Commission before the Council renders its final decision.

The shift of City Council Committee meetings from twice a month to once a month has reduced available committee dates, thus lengthening the lead time needed to process a code amendment. Typically, code amendments are presented to the PCD Committee as single amendments or a small package of amendment topics.

DISCUSSION

The following list of topics includes those placed by the Council on DCD's workplan, those mandated by new state regulations, and those proposed by staff for permit streamlining. Staff would like direction on which items the Committee would like to forward to the PC for a hearing and recommendation, and which, if any, the Council would prefer to expedite by addressing themselves. This consolidated approach will reduce staff and Committee member time, provide a more comprehensive view on proposed Planning Commission Workplan topics, and preserve more Committee time for discussion, updates, and any unanticipated items. Additional items not included in this Workplan would still need authorization from the PCD Committee to proceed to the Planning Commission.

2025 Workplan Items

City Priorities

Tukwila International Boulevard Subarea Planning

The City has undertaken significant planning efforts within the Tukwila International Boulevard Study Area. Over the last 25+ years, efforts or documents created include:

- Pacific Highway Revitalization Plan (1997)

- Tukwila International Boulevard Design Manual (1999)
- Tukwila International Boulevard Plan (2000)
- Transfer of SR 99 to the City (2003)
- Establishment of the Urban Renewal Overlay (2009)
- Tukwila Village Development (2015-2021)
- Justice Center Development (2020)
- TIB Rising (2017-2020)
- Transit-Oriented Development Housing Strategies Plan (2021)

Though great effort has been made by residents, community members, stakeholders, and staff to advance the six original goals of the Pacific Highway Revitalization Plan, current development standards do not align with market realities in supporting new investment in further advancing these goals and supporting the City's overall priorities.

As affirmed by market studies conducted as part of the Housing Strategies Plan and discussed within the most recent comprehensive plan update, development standards for housing have not kept pace with construction type realities and increases in development costs. The existing development regulations are not competitive with many comparable development sites in South King County.

Low height allowances of three to four stories, high requirements for parking and recreation space, restrictive upper story stepbacks, limited permitted uses, and other outdated standards have forced recent desirable developments to go through negotiated and one-off development agreements or contract rezones to achieve viability. This creates a permitting bottleneck and introduces a large amount of ambiguity in the development process, which creates significant unpredictability for potential projects and discourages private investment. This situation results in this area lagging similar peer locations and reduces the city's capacity for growth. It also increases the risks of gradual displacement among residents of un-subsidized affordable housing as area housing costs naturally increase, and the affordable homes are not replaced with new affordable housing.

In the interest of furthering the goals for the TIB District and benefitting all current and future residents in this area, staff is proposing to undertake significant code amendments to zoning and development regulations within this district. Areas of expected code amendment proposals could include:

- Anti-displacement provisions
- Affordability requirements
- Modification of the TIB study area
- Changes to the zoning districts
- Changes to development regulations including height, density, and massing
- Changes to the parking and recreation space requirements
- Modifications to the design standards

Parking and Use Chart Consistency

The municipal code contains separate tables that list permitted uses for zoning districts outside of and within the Tukwila Urban Center (TUC). The same is true for parking requirement tables. In many cases, the uses listed in these tables do not match, making it difficult to pair parking requirements with the established use type and compare uses across different zoning districts. This creates confusion for applicants and is difficult for staff to administer.

Through permitting experience and applicant feedback, the Department has also identified parking requirements which are out of step with realistic parking needs. These requirements raise costs of development by mandating largely unused parking areas, limit reuse and

redevelopment potential, frequently force projects to undertake extra processes to reduce parking requirements, or prevent the project from moving forward altogether. Staff proposes to revisit the amount of parking required across uses as part of this update to the parking and use tables.

Station Area Planning (SRO)

Property owners south of SR 518 and the Tukwila International Boulevard Link Station have expressed interest in undertaking a transit-oriented and mixed-use high-density development, capitalizing on the future connections provided by a new pedestrian bridge across the highway. Sound Transit's documents indicate the bridge will provide direct access from the site to Link Light Rail and the under-development Stride bus rapid transit line, which will allow travel from Tukwila to Bellevue in less than 40 minutes. In the interest of supporting development at this site, staff suggests exploring further subarea planning of this area in conjunction with property owners and adjacent stakeholders.

Cannabis Businesses

The Council has expressed an interest in revisiting the Zoning regulations for cannabis businesses. TMC 18.50.210, last amended in 2017, addresses the production, processing, and retailing of marijuana. These uses are permitted (if a state license has been issued) in Heavy Industrial, Tukwila Valley South, and in the Tukwila South Overlay zone (where the underlying zoning is HI or TVS). In addition, the Tukwila code requires separation from various common community uses, making it difficult to site such a business, given the limited zones in which cannabis businesses are allowed. The code also references compliance with sections of the Revised Code of Washington (RCW) that are no longer defined in the RCW. Staff would present the current standards and provide alternatives.

Permit Streamlining***Critical Area Permit***

As readily available development sites become scarcer within both Tukwila and the broader region, sites containing environmentally critical areas such as wetlands, streams, and steep slopes become more attractive for potential development. Ambiguity over the presence of critical areas on a site and associated restrictions on development potential can introduce significant uncertainty as to whether site development is viable or not. Confirming the presence of critical areas and their boundaries at the beginning of the development process can better clarify project viability and save costly revisions.

Staff proposes establishing a new critical area permit to determine the presence, categorization, and location of critical areas and their associated buffers on a site. The permit, undertaken at the beginning of a project, would grant assurance of developable areas on a site and be valid for a five-year period. Other jurisdictions, such as King County and the City of Kent, currently offer similar permits.

State Mandates and Recommendations***Critical Area Code Update***

The growth management act (GMA) requires jurisdictions to update their critical area standards within 12 months of the adoption of the periodic update of the comprehensive plan, or no later than December 31, 2025. Critical area updates should incorporate best available science (BAS) and create standards that reflect changes directed by the Department of Ecology, such as modifications to the methodology of how wetlands are rated. These changes are reviewed for compliance at the state level and may impact characteristics such as buffer distances required for certain critical areas. The City's Critical Areas Ordinance was last updated in 2020.

Affordable Housing Bonuses for Religious Facilities

RCW 36.70A.545 requires fully planning cities to “allow an increased density bonus consistent with local needs for any affordable housing development of any single-family or multifamily residence located on real property owned or controlled by a religious organization”.

The Tukwila Municipal Code currently contains no such provision for increased density on property owned or controlled by a religious organization. To comply with state law and provide transparency for potential developers, a code amendment addressing these requirements is advised.

Safe Parking Standards

As a response to the ongoing housing crisis and need to provide safe options for unhoused individuals, safe parking sites have been established in several cities, including Bellevue, Kirkland and Tacoma. Safe parking sites can help provide stability for persons and families living out of their vehicles by offering a legal, secure location to sleep. Many sites also offer wraparound services such as showers, case workers and health services on-site.

Cities are required to allow religious organizations to host unhoused individuals in a number of temporary housing configurations, including “vehicle resident safe parking”, per RCW 35A.21.360. Staff suggests exploring a code amendment to establish regulations specific to safe parking sites, compliant with RCW 35A.21.360.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning and Community Development Committee is requested to determine which code amendments should be forwarded to the Planning Commission for a recommendation and which, if any, will be directly addressed by Council and return to a future PCD meeting.

ATTACHMENTS

N/A



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee

FROM: Nora Gierloff, Community Development Director
Nick Waggood, Building Official

BY: Joseph Mose, Code Enforcement Officer
Wally Snover, Code Enforcement Officer
Amy Wardian, Code Enforcement Administrative Support
Lori Solberg, Administrative Support Coordinator

CC: Mayor Thomas McLeod

DATE: February 4, 2025

SUBJECT: Code Enforcement & Rental Housing Program Update

ISSUE

Provide an annual update on Code Enforcement activity and review the Rental Housing Program's background and current activity.

BACKGROUND

The Tukwila Code Enforcement team works to support a safe, inviting, and healthy environment for residents, businesses, and visitors by enforcing the parts of the Tukwila Municipal Code that relate to conditions on private property. Compliance is typically reached through promoting public awareness, communication, and collaboration. In difficult cases monetary penalties and/or legal action may be required. In addition to general code enforcement, the team is also responsible for managing and administering the Residential Rental Business License and Inspection Program.

The city established the Rental Program in 2010 to protect public health, safety, and welfare by ensuring the proper maintenance of rental housing. It does this by identifying and requiring correction of substandard housing conditions and by preventing conditions of deterioration and blight that could adversely impact the quality of life in the City of Tukwila.

DISCUSSION

Rental Housing Business Licensing and Inspection Program:

Tukwila Municipal Code Chapter 5.06 establishes regulations pertaining to rental housing licensing and inspection. Residential rental properties are required to obtain an annual rental business license. As of January 28, 2025, the Rental Housing Program has 4,608 registered rental units and 560 active rental licenses (one license per property) and 309 properties have renewed their 2025 rental licenses. Late fees begin March 1 at a rate of \$10 per month until the license is renewed.

Rental Inspections:

In addition to annual licensing, all rental housing units in the city must pass an inspection every 4 years. This allows the city to catch and correct health and safety violations that otherwise tenants might be reluctant to report due to language barriers or fear of retaliation by landlords.

The purpose of the periodic inspections is to ensure that all rental units are safe, healthy, and suitable for occupancy. The inspectors check for properly working door locks, functional appliances, windows that are intact and that open, smoke and carbon monoxide detectors, adequate emergency escape routes, mold, and other items. Some of the most common maintenance items that we find during inspections are improperly installed and maintained water heaters, water leaks, and missing or inoperable carbon monoxide or smoke detector(s).

Properties with up to 12 units may use a city inspector (code enforcement officer) while all larger properties must use a private inspector who meets specific qualifications. The city may also inspect units in response to complaints and audit inspections submitted by private inspectors if the quality of the inspections is in question. In 2024 we did 9 courtesy inspections; 6 of those failed, 4 have been brought into compliance.

The rental program continues to show its effectiveness in improving housing quality in the city. During the program's first round of inspections from 2010-2014 we found many properties with deferred maintenance and poor living conditions that the City was able to require landlords to fix. Now we are seeing an increased number of units fail after we paused inspections and gave a 2-year extension due to Covid.

2022

- Inspections began again in March of 2022. In 2022, the city conducted 105 inspections; 29 properties failed, all have been brought into compliance.

2023

- In 2023, the city inspector conducted 137 inspections; 42 properties failed, currently 33 of those properties have been brought into compliance.

2024

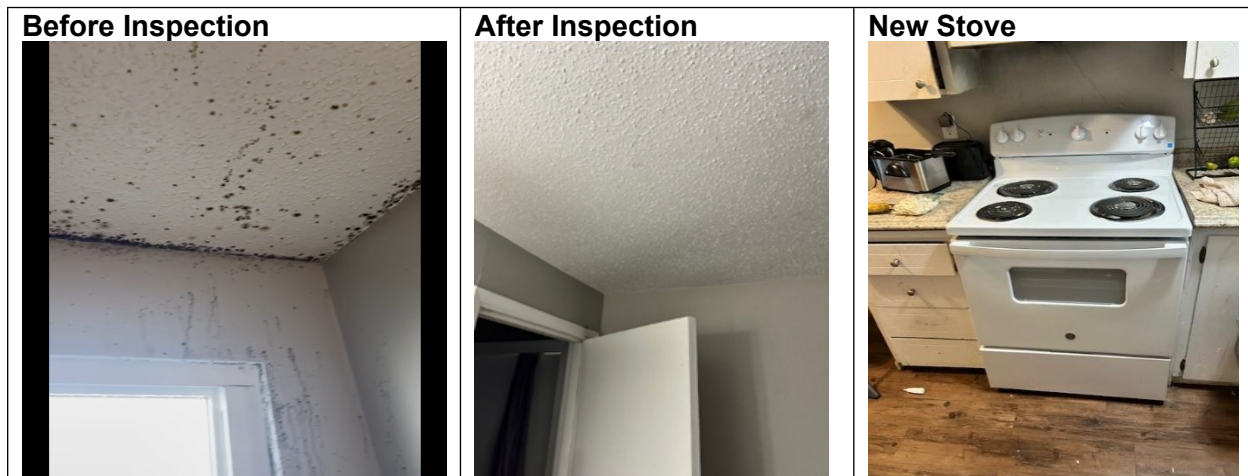
- In 2024, the city conducted 151 inspections; 42 properties failed, 20 have currently been brought into compliance.

2025

- In 2025, 134 licenses (676 rental units) are due for their next inspection; of those 13 properties will be inspected by a private inspector.
 - As of now, in 2026, 99 licenses (510 units) will be due for inspection.

RENT14-0524: 14438 59th Ave S #22:

On December 7, 2024, the Rental Housing Team received a tenant complaint regarding severe mold issues in the bedroom and bathroom. After initiating a courtesy inspection, the property was visited on December 13, 2024, and discovered additional deficiencies, including a completely inoperable oven and stove that had been out of order for several months, forcing the family to rely on a gas burner, which I strongly advised against using indoors. The inspection confirmed the presence of mold and other issues. Following the inspection, a detailed report was sent to the property owner and management. They promptly complied, completing all necessary repairs and replacing equipment in a timely manner, ensuring the home met safety and habitability standards.

**Current Code Enforcement activity:**

Two code enforcement officers are primarily responsible for code enforcement activities though they and the rental housing inspector are cross trained and cover each other's functions when needed.

2024

- In 2024, 363 cases were opened and 329 were closed. The most common case types were Overgrowth (16.5%), Building permit required (14.6%), and garbage/rubbish (11.6%).
- Case growth has gone up 25% between 2023 (289 new cases) and 2024 (363 new cases) while staffing has remained the same.

Here are some examples of some significant 2024 code enforcement cases:

CE24-0263: 14644 Military Rd S:

On October 9, 2024, the Tukwila Police Department contacted code enforcement about a job trailer where a warrant had been served due to illegal activities. The structure, deemed unsafe and used for housing, was part of a site known for drug distribution. Collaborating with police officers, several arrests were made, and the area was secured. Code Enforcement worked with the property owner and manager to remove tons of junk and garbage from the lot. The property is now cleared, secured, and actively monitored by both Code Enforcement and the police to ensure continued compliance. Impact Elementary School is adjacent to the site.



CE24-0264: Illegal Hookah Lounge at Single-Family Residence:

On October 23, 2024, a complaint led Code Enforcement and the Tukwila Police Department to inspect a single-family rental home suspected of operating as an illegal hookah lounge. The inspection, conducted with the property owner and manager, revealed severe mold, infestations, insufficient plumbing and electrical systems, and illegal subletting by the listed tenant. The downstairs unit was being used as a hookah lounge without proper egress. Due to unsafe conditions, the property was condemned and boarded up pending corrective actions to resolve the extensive safety violations.





CE24-0270: 14603 35th Ave S:

On October 6th, 2024, PD contacted code enforcement about people living in a vacant commercial building and doing illegal activities. After we investigated the complaint, code enforcement drove to Seattle and spoke to the property owners about the activities on their property. On October 25th, with permission from the property owners code enforcement and PD entered the property and removed the occupants. The owner then came in and removed truckloads of garbage, boarded the building back up, and secured the property from entry.



FINANCIAL IMPACT

The Residential Rental License and Inspection Program YTD revenue for 2025 is \$33,539; YTD revenue for 2024 was \$65,444; 2023 was \$58,442; 2022 was \$44,241.

2025 RENTAL BUSINESS LICENSE FEES:

- \$88 for properties with up to four units
- \$229 for properties with 5 to 20 units
- \$287 for properties with 21 to 50 units
- \$357 for properties with 51 or more units

2025 RENTAL INSPECTION FEES:

- \$83 per unit up to 4 units; each additional unit, up to 12, is \$39 per unit.

2024 Business License Emphasis

In 2024, Code Enforcement launched a cooperative initiative to identify businesses operating without licenses. Through this effort, code enforcement officers identified 21 businesses, with 14 that have since applied for licenses—bringing approximately \$27,700 in additional revenue to the city. This initiative not only supports compliance but also strengthens our local business community and City resources.

RECOMMENDATION

Information and discussion only