



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

- ◆ **Hannah Hedrick, Chair**
- ◆ **Jovita McConnell**
- ◆ **Verna Seal**

Distribution:

H. Hedrick
J. McConnell
V. Seal

Mayor McLeod
M. Wine
A. Youn
L. Humphrey

AGENDA

MONDAY, JULY 14, 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#
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For Technical Support: 1-206-433-7155

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Grant acceptance for Salmon Recovery through Local Planning Project and Critical Area Ordinance Development through Department of Commerce and Department of Ecology <i>Nancy Eklund, Long Range Planning Supervisor</i>	a. Forward to 7/21 Regular Unfinished Business	Pg.1
b. Contract with Facet NW, Inc. for environmental services <i>Nancy Eklund, Long Range Planning Supervisor</i>	b. Forward to 7/21 Regular Unfinished Business	Pg.13
c. Cannabis Retail Business Zoning Considerations <i>Nora Gierloff, Director of Community Development</i>	c. Return to 8/11 PCD Committee Meeting	Pg.23
2. MISCELLANEOUS		

Next Scheduled Meeting: *August 11, 2025*



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INFORMATIONAL MEMORANDUM

TO: Planning and Community Development Committee

FROM: Nora Gierloff, AICP, Community Development Director

BY: Nancy Eklund, AICP, Long Range Planning Supervisor

CC: Mayor Thomas McLeod

DATE: July 14, 2025

SUBJECT: Acceptance of Commerce/Ecology Grant for Salmon Recovery through Local Planning Project (and Critical Area Ordinance Development)

ISSUE

The Council is being asked to approve a grant agreement with the Washington Departments of Commerce and Ecology.

BACKGROUND

The City has received a \$ (to be determined in final grant agreement) grant from the Washington Department of Commerce and the Environmental Protection Agency to complete the several projects associated with the City's Natural Environment. Critical among these tasks is the update of the City's Critical Areas Ordinance, which the Growth Management Act requires be updated by 12/31/25. In addition, the project includes the acquisition of a Geographic Information System (GIS) data set and implementation of it in a pilot project. This information will allow the City to complete a greater level of analysis on the City's tree canopy and land cover conditions, and will provide insight into how well the critical area regulations and other city standards are protecting the City's natural habitats. It will also provide the opportunity to understand how City regulatory and programmatic efforts could be modified to deliver greater benefits to the entirety of the Tukwila community.

The grant will enable the City to hire a consultant subject matter expert to provide input and guidance on Best Available Science alternatives that will work best for the City.

The Washington State Growth Management Act (GMA) requires that cities periodically update their Critical Areas Ordinances (CAOs), ensuring that they reflect the best available science (BAS) and continue to protect critical areas. Areas managed by the CAO include wetlands, aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas. GMA allowed jurisdictions who were required to complete their Comprehensive Plans by 12/31/2024 (as Tukwila did) to defer completion of the CAO to 12/31/2025.

The grant intent requires that the project have salmon recovery benefits and be an interdepartmental effort. The project will involve the Department of Community Development primarily, in consultation with Public Works and Parks.

DISCUSSION

Objectives of the grant align with numerous City Goals around tree canopy, climate change, ensuring clean water, healthy habitats, overall environmental protection and providing a healthy environment for the community.

Accepting this grant will enable the City to hire an environmental consultant. The Consultant will coordinate with the City to update the mandatory CAO, which will maintain the City's compliance with state law and eligibility for some state grants. The project will also provide data analysis, alternatives and options development, and recommendations that will benefit the Community and its natural resources.

FINANCIAL IMPACT

There is no match required for this grant. Funds will be reimbursed from the Department of Commerce upon completion of deliverables.

RECOMMENDATION

It is expected that Commerce and Ecology will take potentially more than a month to complete finalization of the grant agreement before sending it to the City for signature. Because of the limited timeline to develop the Critical Area Ordinance (with adoption targeted by early December 2025), we are asking that the PCD forward a request to the 7/21 Council meeting for the Council to approve the grant agreement and allow the Mayor to sign it upon receipt. This grant agreement is entirely revenue backed by Commerce and Ecology funding.

An agreement associated with this request also being presented to Council is for a contract with Facet Consulting. Facet has been identified as the firm to complete the grant project, as well as continuing critical area permit review they have provided to the City under previous contracts. All the work proposed in the Facet contract is also revenue-backed, by either grant or permit fees.

ATTACHMENTS

- A. Contract will be provided by Commerce/Ecology in their format.
- B. Scope of Work (*DRAFT- to be approved by Commerce and Ecology*)

PROJECT DESCRIPTION

Tukwila seeks to harness regulatory and programmatic opportunities to improve canopy coverage, habitat, and environmental equity goals. Through this project, the City will adopt and implement new Tukwila-supported Best Available Science and best practices in its critical areas regulations, informed by novel uses of enhanced GIS data, and importantly, will be implemented by a well-informed community coalition of decision makers, residents, and property owners.

The City proposes to use a creative process to define a multi-benefit approach to regulations and programs that play a role in the complex housing, economic, equity and salmon recovery goals the City has identified in its community plans. The outcome of this process will yield tools that ensure the City and community partners are best situated to steward Tukwila's natural environment, as well as protect the greater natural resources of the Pacific Northwest.

The City aims to increase tree cover where it is needed most: in critical areas, over pavement and in areas of inequitable scarcity. The project will address the role these key locations play in providing significant benefits for salmon, people, climate and the environment, and will shape its regulations to address tree equity, tree scarcity, and canopy coverage. Numerous City policies and the Comprehensive Plan and Surface Water Plan goals, policies, and strategies are instrumental in supporting this effort, including the following two:

- Canopy coverage goals by land use type - Comprehensive Plan
- The Tukwila Equity Policy's mission to "... guide the equitable physical development" of the City

To support the City's aim to cultivate a civic culture of environmental understanding, the project will expand communication to spark a well-informed discussion about the City's strategy to meet housing and development goals, along with environmental goals and obligations. This communication will be implemented by staff with appealing materials developed by the consultant, at staff's direction.

A technical component the City seeks support for is the development of an advanced tree canopy assessment that will inform strategic code updates that will further support the City's canopy, habitat, and environmental equity goals. Specifically, the City intends to acquire remotely sensed raster canopy data that is model-trained on PNW vegetation. This data will be developed in a pilot project that seeks to ensure the data is understandable, accessible, and provides new insights into critical area buffer land uses. The desired result is providing property owners with more-frequently updated, detailed information on their properties' tree canopy and impervious surface coverage. This valuable parcel-level data will inform the regulation of both critical areas and trees. The City will explore how the data can be used, potentially during the permitting process, with the goal of ensuring local canopy coverage goals are met as the City continues to grow. With City input, the consultant will develop a memorandum that summarizes the data products the City could purchase to achieve this inventory tool, and will provide guidance on a potential City pilot program using the data to analyze the value and effectiveness of regulations that support the City tree canopy goals.

WDFW's BAS recommendations envision critical areas having significantly larger, fully vegetated buffers, that are challenging in built-out urban environments such as Tukwila. Furthermore, these urban areas in the City frequently contain wide expanses of otherwise desirable, legally non-conforming development

amidst significant networks of streams, wetlands, and springs on steep valley slopes that feed into the Green-Duwamish River. Tukwila contains the uppermost estuary reaches of the River, a transition zone that is crucial for support and protection of threatened anadromous fish. An important aspect of drafting a strategic, multi-benefit code update will be analyzing regulations that apply to and affect the trees located in critical areas, and identifying if those regulations are supportive of City goals. This analysis will include NPDES considerations, as well as identify potential incentive programs and offerings that will support City goals in these areas.

Importantly, these efforts will also provide information and benefit to the tree code update to follow (in FY 2026-2027), which seeks to increase the requirements for, and retention of, older trees, connected-canopy/grove trees, and tree canopy over impervious surfaces, particularly in low-canopy areas of the city. These high-value trees provide significant benefit to numerous areas of the City and contribute to the implementation of City policies regarding the betterment of habitat, water-quality, climate resilience and stormwater interception, as well as human mental and physical health benefits.

Tukwila Scope of Work				
Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
PHASE 1: CRITICAL AREA CODE – STRATEGIC ANALYSIS + CODE UPDATE				
TASK 1	Project Management and Coordination:		2025-07-15	2026-06-30
Step 1.1	Secure Council Approval <ul style="list-style-type: none"> Commerce and Consultant Contract <ul style="list-style-type: none"> PCD Committee (7/14) and City Council (7/21) on grant contract with Commerce 		2025-07-14	2025-07-14 or -07/21
Deliverable 1.1a (to City)	Signed Contract: Tukwila and Commerce			2025-07-14 or 07-22
Step 1.2	Team Coordination <ul style="list-style-type: none"> City staff to gather relevant city departments and to establish: <ul style="list-style-type: none"> Project objectives Identify data sources and responsibilities. Schedule for involvement & expectations City and consultant staff to establish: <ul style="list-style-type: none"> Identify data sources and responsibilities. Timeline and expectations Administrative management 		2025-07-01	2026-06-30
TASK 2	Identify, Purchase, and Load GIS Product	*		
Step 2.1	GIS Product Review <ul style="list-style-type: none"> City staff to define project goals to be supported by GIS data Evaluate remotely sensed datasets to assess tree canopy. Candidate datasets to include: <ul style="list-style-type: none"> Vector summaries and raster data/polygons of overlapping land cover (impervious, pervious, tree canopy) at the parcel & ROW level 	*	2025-07-15	2025-08-04

¹ A & B tasks are those that go beyond conventional development of a Critical Areas Ordinance. These are noted with a “*”.

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
	<ul style="list-style-type: none"> Logistics and costs for the City to host/update internally and on Tukwila's public iMap Costs and technical requirements for the products reviewed. Assessment of the accuracy of vegetation analysis model-training available for each seasonal dataset edition Determination of whether there other relevant GIS data products should be considered by City to meet stated goals 			
Deliverable 2.1a (To City)	Summary recommendations with comparison table(s) to guide GIS product selection	*	2025-07-15	2025-08-11
Step 2.2	GIS Data Selection <ul style="list-style-type: none"> Staff to select and purchase model-trained tree/land cover GIS dataset(s). 	*	2025-07-23	2025-07-23
Step 2.3	Map Creation <ul style="list-style-type: none"> City Staff to create an internal tree canopy GIS layer in iMap or in new internal map for pilot with assistance, as needed, from consultant (≤16 hs). 	*	2025-07-28	2025-08-04
Deliverable 2.3a (to City)	Map layer(s) for internal use showing City tree and land cover by parcel, ROW, critical area buffers, zoning & census block.	*	2025-07-28	2025-08-04
Step 3.1	GIS Data Analysis – Using GIS data, gather enhanced tree canopy and land cover data <ul style="list-style-type: none"> City staff to analyze the new data: <ul style="list-style-type: none"> To develop critical area land use insights to inform possible CAO code changes, as well as other City Code changes; and To form recommendations for possible development of future tree permitting application content to implement City Goals on habitat, equity & canopy coverage. To evaluate City data to reveal discernable connections between environmentally burdened areas and natural resource coverage. Identify where and how revised CAO 	*		

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
	<p>regulatory and programmatic efforts could benefit the local community.</p> <ul style="list-style-type: none"> ○ To evaluate legally non-conforming development in existing and potential buffers. ○ If needed, provide 16 hs consultant assistance. 			
Deliverable 3.3 (to City)	City Staff to prepare summary memorandum of GIS analysis identifying possible CAO and other code changes; main content from City, assembled and fleshed out by Consultant.	*		
TASK 3	Best Available Science (BAS) Review			11/10/25
Step 3.1	<p>Review BAS</p> <ul style="list-style-type: none"> • The Consultant team will review Tukwila's existing BAS report to determine updates needed to be consistent with changes in science and regulatory guidance. • The Consultant team will prepare an outline with applicable references. 		2025-07-15	
Step 3.2	<p>Special Consideration of Anadromous Salmonids</p> <ul style="list-style-type: none"> • Consultant to interview City staff and other professional expertise to consider local habitat and options for fulfilling WAC 365-195-925 <p>"Special consideration should be given to habitat protection measures based on the best available science relevant to stream flows, water quality and temperature, spawning substrates, instream structural diversity, migratory access, estuary and nearshore marine habitat quality, and the maintenance of salmon prey species."</p>		2025-07-15	
Step 3.3	<p>Compose Draft BAS Technical Memorandum</p> <p>The Consultant team will prepare:</p> <ol style="list-style-type: none"> 1. Preliminary BAS Technical Memorandum outline and reference list 2. Draft BAS Technical Memorandum for City staff review 3. Final BAS Technical Memorandum that incorporates City comments 		2025-07-15	2025-09-01

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
Deliverable 3.3a (to City)	Draft BAS Technical Memorandum			2025-09-01
Deliverable 3.3b (to Commerce)	Final BAS Technical Memorandum			2025-09-22
TASK 4	Analysis of Current or Potential Ancillary City Regulations and Programs	*		
Step 4.1	Staff Analysis of Potential Ancillary Regulatory and Program Options <ul style="list-style-type: none"> Evaluate existing City code and programs to determine if possible impediments or gaps to critical area regulation effectiveness exist, and/or there are other opportunities to enhance effectiveness. This analysis will include an inventory and analysis of: <ul style="list-style-type: none"> Legally Non-Conforming Development (LNCD) occurring in ECAs; and current code allowances in LNCDS. Mitigation sequencing requirements; nuisance tree regulations; iMap ECA mapping insufficiencies; and Incentives for high-value tree/grove retention, and Canopy coverage; Impervious surface canopy coverage achievement; and Insight and recommendations for code amendments to address identified deficiencies and develop strategies for overcoming potential challenges to the City adopting larger buffer widths. 	*	2025-07-15	
Deliverable 4.1a (to City/Commerce)	Staff to prepare final Summary of Potential Ancillary Regulatory and Program Options Analysis and recommendations for Community Engagement and Review Strategy	*		2025-10-31
TASK 5	Community Engagement			
Step 5.1	Civic Engagement Plan <ul style="list-style-type: none"> The Consultant and City staff will develop a civic engagement plan to lay the foundation for understanding of the Environmentally Critical Areas and Code Regulations and the requirements of the update. 		2025-07-25	2025-12-15

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
	<ul style="list-style-type: none"> Materials will be prepared by consultant for the Tukwila City Council and subsequent discussions. Planned community engagement events include one general community meeting prior to CAO adoption and several City Council briefings. 			
Step 5.2	Community Educational Materials (Consultant) <ul style="list-style-type: none"> Materials explaining the CAO and tree canopy will be developed for use at the public meeting and later Following adoption, public outreach materials will be developed to focus on understanding and application of the new code, including postcard mailing with individualized education of parcel level canopy coverage statistics. Staff to coordinate with consultant on which materials are needed in Phase I and which are needed in Phase II. 	*	2025-07-25	2025-06-30
Deliverable 5.1a (to City/ Commerce)	Public Meetings and Engagement products, staff and consultant to develop: <ul style="list-style-type: none"> Materials needed for public meeting and community engagement, including basic summaries of CAO application, Q & A materials, website text, and Council document support The project will provide two mailings: a postcard/ mailing to property owners with critical areas and to all property owners regarding tree canopy 	*		
TASK 6	Drafting of Critical Area Ordinance Land Use Code Amendments and Supporting Guidance			11/20/2025
Step 6.1	GAP Analysis <ul style="list-style-type: none"> Consultant will: <ul style="list-style-type: none"> Augment current CAO Gap Analysis, and cross-reference with GMA requirements to check for potential deficiencies. Assessment topics to include adequacy of habitat connectivity/grove protections, priority habitats, and whether City should protect shallow ground water 			9/1/25

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
	<p>by identifying and protecting CAR zones.</p> <ul style="list-style-type: none"> ○ Identify current CAO shortcomings relative to City Comprehensive Plan Environmental goals ○ Evaluate regulatory mechanisms (existing and recommended) should be used to ensure desired results are achieved 			
Deliverable 6.1a (to City/ Commerce)	Draft all necessary agency checklists (Commerce, WDFW)			2025-12-31
Deliverable 6.1b (to City)	Draft Gap Analysis			2025-10-20
Deliverable 6.1c (to Commerce)	Final Gap Analysis			2025-10-31
Step 6.2	Jurisdictional Comparison of CA and Tree regulations			
Deliverable 6.2a (to City)	Comparative summary of area critical area and tree regulations			
Step 6.3	<p>Case Law Summary by Consultant</p> <ul style="list-style-type: none"> • Guidance for the City to use in developing an effective and legally defensible CAO update, providing focus on: <ol style="list-style-type: none"> 1. Critical area, & 2. Legally non-conforming regulations. 		2025-07-15	
Deliverable 6.3a (to City/Commerce)	Final Case Law Summary			2025-10-31
Step 6.4	<p>Draft Code and BAS Crosswalk</p> <ul style="list-style-type: none"> • The Consultant team will prepare a public review draft CAO, identifying CAO revisions and indicating the rationale for proposed content. • In order to ensure readability and clarity in interpretation and application of regulation, without losing the scientific accuracy and purpose of the language, review draft CAO language and processes. • Staff to submit documents needed for 60-day Commerce review 			8/15/25
Deliverable 6.4a (to City)	Public review draft CAO (and crosswalk)			12/30/25

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
Deliverable 6.4a (to City)	Final draft CAO (and crosswalk)			12/30/25
TASK 7	Adoption Support			
Step 7.1	Presentation to City Council <ul style="list-style-type: none"> Support City staff in presenting the final CAO amendments to the City Council. This includes attending up to 3 Council meetings to provide technical support during the legislative process. 			
Step 7.2	Final CAO Land Use Code Amendment for Adoption. <ul style="list-style-type: none"> Following all public deliberation and hearings, Facet will prepare a final CAO for adoption by City Council. 			
Deliverable 7.2a (to City/Commerce)	<ul style="list-style-type: none"> Final CAO for adoption (to be adopted earlier) 			2025-12-15
PHASE 2: TREE CANOPY METHODOLOGY – GIS + INCENTIVE PROGRAM				
TASK 8	GIS Data Pilot	*		
Step 8.1	Staff to complete initial evaluation period of new data and provide summary			
Step 8.2	GIS Effectivity Test <ul style="list-style-type: none"> Staff to define evaluation criteria for testing data effectivity. Staff to complete initial evaluation period of new data and provide summary. Staff to assess new data via test-cases. 	*		
Deliverable 8.2a (to City/Commerce)	Staff to complete initial evaluation period of new data and provide summary.	*		
TASK 9	Identification of Canopy Protection Incentive Program for Private Property Owners	*		6/30/2026
Step 9.1	Incentive Efforts Research Consultant to 1. identify existing City voluntary canopy protection/enhancement efforts and if they could be used in Tukwila, and	*		5/30/2026

Action/Steps/ Deliverables	Description	A & B ¹	Start Date (MM/YY)	End Date (MM/YY)
	<p>2. research those offered by other jurisdiction for City consideration; the program may include incentives such as development benefits, stormwater fee rebates, etc.</p> <p>This phase will integrate public input received during previous phase.</p>			
Deliverable 9.1a (To City/ Commerce)	Incentive Efforts/Programs Summary	*		6/30/2026
Task 10	Facilitation of Incentives Program Launch	*		
Step 10.1	<p>Facilitation Meetings</p> <p>Consultant to facilitate 3-4 interdepartmental City stakeholder meetings to launch the first phase of developing the selected Tree Canopy Incentive Program.</p>	*		
Deliverable 10.1a (to City/ Consultant)	Consultant to provide a Phased Plan to form and implement a Tukwila tree canopy incentive program	*		6/30/2026



INFORMATIONAL MEMORANDUM

TO: **Planning and Community Development Committee**

FROM: **Nora Gierloff, AICP, Community Development Director**

BY: **Nancy Eklund, AICP, Long Range Planning Supervisor**

CC: **Mayor Thomas McLeod**

DATE: **July 14, 2025**

SUBJECT: **Contract with Facet NW for Environmental Services**

ISSUE

The Council is being asked to approve a contract with Facet NW for project-related and on-call environmental services.

BACKGROUND

The City has identified the need for specialized scientific and natural resources expertise to complete planning and regulatory projects necessary to protect the City's critical areas and natural environment. Two tasks have been identified for Facet assistance:

- **Task 1:** Environmental services to fulfill the scope of work, as described in the Commerce and Ecology grant agreement received by the City. This work includes an update of the City's Critical Areas Ordinance (the deadline for submittal for the CAO update is 12/31/25, per the Growth Management Act (GMA)). In addition, Facet's expertise is needed to provide guidance in the acquisition and implementation of enhanced Geographic Information System (GIS) data pilot project that will enable greater analysis of Tukwila's tree canopy and natural resources, with the intent of identifying opportunities for greater protection of these resources.

Task 1 work is revenue-backed and fully funded through a grant from the Washington Departments of Commerce and Ecology.

- **Task 2** - This task provides for peer review of critical area studies submitted by applicants, including wetland delineations, habitat assessments, and mitigation plans, to ensure consistency with the Tukwila Municipal Code and best available science. It also includes consultant support for the Critical Area Designation permit, including initial site reconnaissance, preparation of a reconnaissance report, and development of a cost estimate for any additional study or delineation work requested by the applicant.

Task 2 work is revenue-backed and fully funded through permit fees collected from applicants.

DISCUSSION

This contract will enable the City to secure the scientific and environmental expertise needed to best address the City's compliance with GMA and align with numerous City Goals focused on the protection of Tukwila's natural environment and community health and safety.

FINANCIAL IMPACT

Both Task 1 and Task 2 listed in the Facet Scope of Work are revenue-backed through grant funds or permit fees, respectively.

RECOMMENDATION

The project is related to the Grant agreement with the Washington Departments of Commerce and Ecology. Due to the very short period within which the City needs to complete its update of the Critical Areas Ordinance and the lengthy timeline required by the Washington Departments and Commerce and Ecology to process the grant that provides funding for creation of the CAO, Staff recommends that the City use an expedited review process to approve this consultant contract, as follows:

- **PCD on July 14, 2025** – Committee recommends that the project and contract be forwarded to the Council for approval.
- **Regular Meeting, City Council, July 21, 2025** - Staff recommends that based on the scope of work the Council authorize the Mayor to sign the contract when it is received. This would occur once the Commerce and Ecology grant scope has been finalized and integrated into the Facet NW contract.

ATTACHMENTS

- Facet Contract – DRAFT
- Exhibit A On-Call Scope of Work - DRAFT
- Exhibit B Grant Scope of Work – *to be provided with final Grant agreement*



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 FACET NW Inc., 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 two services: first, on-call services ("Services") as described in Exhibit A and services as described in Exhibit B, in connection with the project titled Critical Area Ordinance development.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" and Exhibit "B" 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 commencing upon execution and ending December 31, 2028, 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 December 31, 2028, 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 \$75,000.00 without express written modification of the Agreement signed by the City.

Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed the grant amount of \$XXX,XXX.XX 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:

Dan Nickel
9706 4th Ave NE, Suite 300
Seattle, WA 98115T:
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: Dan Nickel

ATTEST/AUTHENTICATED:

Title: Executive Vice President, Principal of Planning

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Contract to include Current Employee Rate Sheet and Task Request form

EXHIBIT A

ON-CALL SCOPE OF SERVICES

The Consultant shall provide services to the City of Tukwila on an as-needed basis related to assessment of environmentally critical areas (ECA's), including but not limited to, peer review of ECA reports produced by third parties. The City shall authorize in writing the specifications and the scope of review to be completed by the Consultant. The Consultant will provide a cost estimate or bid based on that scope for approval.

In addition, this task includes consultant support for the Critical Area Designation permit, including initial site reconnaissance, preparation of a reconnaissance report, and development of a cost estimate for any additional study or delineation work requested by the applicant. All work beyond the reconnaissance report will be billed to and directly paid by the permit applicant.

The Consultant shall perform tasks including, but not limited to, these subjects:

- Critical area studies on a parcel(s) basis for development proposals (single or clustered), including mitigation, maintenance, and monitoring plans
- General review of project impacts for ECA code compliance per TMC, WAC and RCW
- Wetland delineations, classification, and rating
- Watercourse delineation and typing
- Arborist reports, tree retention plans, tree risk assessments and other arboriculture services as requested

Additionally, the Consultant may perform additional tasks, or may subcontract tasks including, but not limited to, these subjects:

- Technical information reports (TIR per KC Surface Water Manual)
- General riverbank analyses
- Hydrologic and Hydraulic studies/modeling
- Phase I site analysis (MTCA)

Services and deliverables may include, but are not limited to:

- Site analysis
- Development plans review
- Reporting
- Verifying the correctness or adequacy of work similar to that described above that has been prepared by a consultant hired by a permit applicant i.e., perform "Third Party" review.
- Representing the City at hearings related to review of a proposal, if needed.
- Assisting the City in reviewing projects with impacts ECA's and associated buffers under the State Environmental Policy Act (SEPA), EIS, etc.
- Assisting the City in determining costs associated with proposed rehabilitation, enhancement, or mitigation work.

- Assisting the City in interpreting and implementing ECA regulations, as necessary.
- Coordinating with staff, and other Qualified Professionals re ECA compliance.

TASK ORDER TEMPLATE

Project Name: _____ Permit Number: _____

Project Location: _____ Date: _____

Task Order	Project Manager Hours	Project Scientist Hours	Other Consultant _____	
Total Hours				
Summary	Hours	Rate		Total
Project Manager				
Project Scientist				
Other Consultant:				
	Total Labor			
TOTAL ESTIMATED COST, NOT TO EXCEED				

Authorized by DCD Director: _____



INFORMATIONAL MEMORANDUM

TO: **Planning & Community Development Committee**

FROM: **Laurel Humphrey, Legislative Analyst**
Nora Gierloff, DCD Director

CC: **Mayor McLeod**

DATE: **July 14, 2025**

SUBJECT: **Cannabis Retail Business Zoning Considerations**

ISSUE

The City Council requested options to potentially expand zoning for cannabis retail establishments.

BACKGROUND

Initiative 502 passed in November 2012 and created a comprehensive regulatory approach on cannabis with state-licensed producers, processors and retailers. Initiative 502 received a yes vote in all but one Tukwila precinct. HB 2870 created a Marijuana Social Equity Program in 2020 to address historic racial inequity in enforcement of marijuana laws. In 2022, 2SHB 1210 replaced all references to “marijuana” in state statutes and regulations with the word “cannabis.”

- On September 3, 2013, the City Council adopted Ordinance 2407 to implement Initiative 502, determining that cannabis retailers, producers and processors are permitted uses in Tukwila Valley South and Heavy Industrial Zones, subject to the 1,000-foot exclusion rule (see attachments 1 and 2).
- In 2015, 2SSB 5052 and HB 2136 allowed cities to reduce buffers from 1000 to 100 feet around all entities except elementary and secondary schools and public playgrounds (see attachment 3).
- In 2017, the City Council received two separate requests to expand permitted cannabis retail zones but denied both on February 13, 2017.
- In September 2019, the Finance Committee discussed revenue and zoning considerations and decided against recommending any changes to the City Council at that time.
- In June 2021, the Finance & Governance Committee discussed revenue potential and decided against recommending any changes to the City Council.
- On May 13, 2024, the Planning and Community Development Committee discussed expanding retail cannabis zoning and recommended the topic return to the full Council for discussion in November 2024.
- On June 10, 2024, the Council discussed expanding retail cannabis zoning, [heard pro and con public comments](#), and reached consensus to continue further discussions in 2025.

DISCUSSION

Zoning

Currently, cannabis retail, production and processing are only permitted in the Tukwila Valley South, Tukwila South Overlay, and Heavy Industrial Zones. ([Read more in the 8/26/13 staff report.](#)) The City has received requests to expand those zones to include Regional Commercial Mixed Use (RCM) and the Southcenter area. Within the Southcenter area, the Tukwila Urban Center Commercial Corridor and Workplace Districts (TUC-CC and TUC-WP) might be most appropriate as they only allow limited residential uses and are largely unaffected by the State buffers even if those are kept at the maximum 1,000-foot distance.

Buffer Distances

State regulations listed in **WAC 314-55-050** prohibit issuance of licenses for cannabis businesses within 1,000 feet of the following uses:

- (a) Elementary or secondary school;
- (b) Playground;
- (c) Recreation center or facility;
- (d) Child care center;
- (e) Public park;
- (f) Public transit center;
- (g) Library; or
- (h) Any game arcade (where admission is not restricted to persons age 21 or older).

Cities may reduce those buffer distances to not less than 100 feet except for schools and playgrounds. Attachments 1 and 2 show the effect of the 1,000 and 100- foot buffers around the above uses. Reducing these buffer distances where allowed would increase the location options for cannabis businesses. Which, if any, buffers would the Council consider reducing?

Current Licenses

Through the I-502 rulemaking process, the Liquor and Cannabis Board adopted regulations on the number of cannabis retail store licenses for jurisdictions, determining a maximum of two for Tukwila. A third cannabis retail license was granted in Tukwila as part of the [social equity effort](#) per E2SHB 2870 and SB 5080. All cannabis licensing is regulated and enforced by the Washington State Liquor and Cannabis Board. There are currently active licenses for Tukwila's three retail allotments: Mount Baker Retail Partnership, LLC (12539 E Marginal Way S), Dash & Wrigley LLC (13003 Tukwila International Boulevard), and Kahn Holding (5301 Southcenter Blvd, Suite B). None of these are open and operating currently, likely due to difficulty finding appropriate locations. Licensed retailers are required to be open and operational, but licenses can be held without opening if they obtain a title certificate relieving them of the requirement to be open based on a moratorium, ban, or other zoning restriction, or if the business is temporarily discontinued while they move locations.

Sales, B&O and Excise Tax Revenue

Active cannabis retail stores would generate three separate revenue streams: excise tax, sales tax, and B&O tax. The state cannabis excise tax and its distribution has changed over time and can be altered in any future legislative session. The State currently taxes cannabis through a single excise tax of 37% at the time of retail sale, in addition to the regular state and local sales tax, and \$30M of that statewide revenue is shared with cities, towns and counties. There are two components to the distributions: 1) per capita share to all jurisdictions that allow the siting of producers, processors and retailers; 2) retail share to all jurisdictions where licensed retailers are physically located and in proportion to total statewide retail sales. Tukwila does not have any open and operating cannabis businesses and therefore does not receive sales-based revenue. Tukwila's per capita distribution has been:

Year*	Revenues
2024	\$37,276
2023	\$36,302
2022	\$32,334
2021	\$24,013
2020	\$23,479
2019	\$23,123
2018	\$23,364

*State Fiscal Year: July 1 – June 30

Beyond the excise tax, cannabis retail operations would generate sales and B&O tax. For every \$1 million in cannabis sales, the City could expect to receive \$9,000 in annual sales tax revenue (10% tax rate less the fee taken by the state for collection).

Staff looked up average retail sales within 5-miles of a cannabis retailer in the Ikea District of Renton, and for Jan-December 2023, the average per store was \$4.1 million. Hypothetically, if three retailers in Tukwila had combined yearly sales of \$12M, the City could receive \$108,000 of sales tax and \$6,000 in B&O tax in addition to the increased excise revenue described above. Another hypothetical example comes from the City of Covington, which has two cannabis retailers and a residential population similar to Tukwila. In 2023, the two Covington retailers had combined sales of \$12.8 million. Using this as another hypothetical scenario, the City could receive \$173,000 in sales tax and \$9,000 in B&O tax.

It is difficult to estimate what Tukwila would receive for its tax share if the three state-issued licenses were open and operational businesses. The excise tax formula depends not only on population but also on cannabis retail sales as a proportion of total retail sales, as well as the number/total population of cities and counties that prohibit marijuana. MRSC used to offer an estimate calculator but discontinued it due to complexity of the formula. While the revenue potential is difficult to predict, we can look to neighboring jurisdictions for insight, while recognizing that their larger residential populations result in greater shares than Tukwila would receive in similar circumstances. The chart below shows the 2024 cannabis excise revenue for neighboring cities with open retailers:

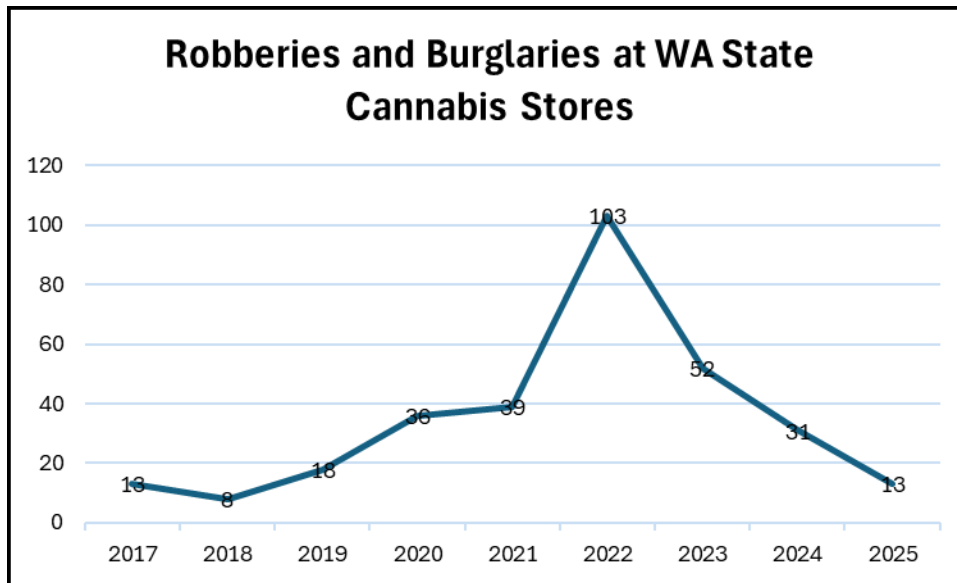
City (number of locations)	Population	2024 Cannabis Excise Revenue*
Burien (2)	50,216	\$164,000
Auburn (4)	83,757	\$238,000
Des Moines (2)	32,177	\$135,000
Renton (4)	102,716	\$300,000
Covington (2)	21,374	\$104,942

*State Fiscal Year: July 1 – June 30

Based on these scenarios, if three retail locations were open and operational, Tukwila could expect to see between \$200,000 and \$275,000 in tax revenue annually.

Crime & Safety around Retail Locations

Cannabis retail stores are frequent targets for theft, typically in the form of armed robberies or smash and grab burglaries. Cannabis retailers have access to state-chartered credit unions and banks for financial services, and there are a number of institutions in Washington that provide service to the industry. The table below demonstrates the incidents of all robberies and burglaries in the state. It is important to note that in 2021, the State changed the police pursuit law, limiting the ability of officers to pursue suspects. In 2023, the law was changed to again allow police to pursue drivers if there is reasonable suspicion that a crime has occurred. This took effect on June 6, 2024.



Source: [Uncle Ike's i502 Robbery Tracker](#)

Alarms and surveillance systems are required at cannabis locations per **WAC 314-55-083**. Through the code update process, the City Council could consider establishing permitting requirements designed to address theft and crime concerns. Some suggestions are bollards to prevent cars from being used to smash open doors, commercial-grade non-residential door locks and/or window locks, and shatter resistant window film.

RECOMMENDATION

Staff is seeking Committee direction on the following topics:

- Any additional zones to allow cannabis retail uses;
- Any changes to buffer distances from sensitive uses; and
- Any security features above those required by the State.

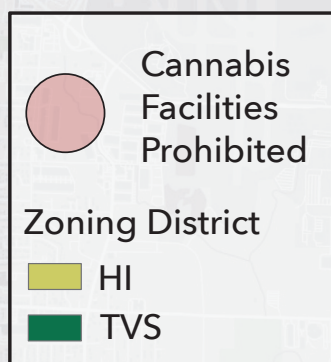
With this information staff can return with a draft ordinance, prepare a SEPA determination, route the changes to the Department of Commerce for 60-day GMA review, and schedule a public hearing for the Council.

ATTACHMENTS

- A. Map showing current cannabis zoning and buffers in Tukwila
- B. Map showing minimum cannabis buffers now allowed by Washington State

Restrictions on Cannabis Facilities (1,000 ft)

Cannabis facilities are currently
only permitted in the HI and
TVS zoning districts.




0 0.5 1 Miles











Restrictions on Cannabis Facilities (100 ft)

Fewer restrictions could allow cannabis facilities in more commercial and industrial zoning districts, if permitted.

Schools and playgrounds maintain a 1000 ft buffer in accordance with RCW 69.50.331(8)(b).

 Cannabis Facilities Prohibited

Zoning District

	NCC
	RC
	RCM
	TUC-CC
	TUC-P
	TUC-RC
	TUC-TOD
	TUC-WP
	HI
	TVS

