



## Legislation Passed September 21, 2021

The Tacoma City Council, at its regular City Council meeting of September 21, 2021, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

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### **Resolution No. 40837**

A resolution setting Tuesday, October 5, 2021, upon completion of Regular Agenda Items, no earlier than 5:15 p.m., as the date for a public hearing by the City Council on the proposed amendments to Titles 13 and 19 of the Municipal Code, entitled Land Use Regulatory Code and Shoreline Master Program, as recommended by the Planning Commission and modified by the Infrastructure, Planning, and Sustainability Committee, to replace Amended Ordinance No. 28470, Tideflats Interim Regulations, as extended by Ordinance Nos. 28542, 28583, 28619, 28671, 28696, and 28759.  
[Stephen Atkinson, Senior Planner; Peter Huffman, Director, Planning and Development Services]

### **Resolution No. 40838**

A resolution appointing and reappointing individuals to the Transportation Commission.  
[Doris Sorum, City Clerk; Bill Fosbre, City Attorney]

### **Substitute Resolution No. 40839**

A resolution revising the appointments of City Council Members to various national, state, regional, and local committees, boards, and commissions, including the City Council's Standing Committees, for the year 2021.  
[Mayor Woodards]

### **Resolution No. 40840**

A resolution ratifying the Salmon Habitat Plan 2021 Update, for the Green/Duwamish and Central Puget Sound Watershed, Water Resource Inventory Area 9.  
[Jesse Narog, Assistant Water Division Manager; Scott Dewhirst, Water Superintendent]

### **Resolution No. 40841**

A resolution authorizing the execution of three interest free loan agreements with the Washington Department of Transportation, in the total amount of \$1,651,000, accepting and depositing said sum into the Tacoma Rail Fund, and further authorizing matching City funds in the amount of \$2,958,931, to partially finance three separate railroad improvement projects.  
[Kyle Kellem, Roadmaster; Dale King, Rail Superintendent]

**Resolution No. 40842**

A resolution authorizing the execution of a Letter of Agreement with the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit, to extend the terms and conditions of the Collective Bargaining Agreement, retroactive to April 1, 2021, through March 31, 2024.

[Dylan Carlson, Senior Labor Relations Manager; Bill Fosbre, City Attorney]

**Resolution No. 40843**

A resolution authorizing the execution of a Letter of Agreement with the International Brotherhood of Electrical Workers, Local 483, Supervisors' Unit, to provide a mid term wage adjustment for the classifications of Traffic Field Operations Supervisor and Fire Electrical Maintenance Supervisor.

[Dylan Carlson, Senior Labor Relations Manager; Bill Fosbre, City Attorney]

**Ordinance No. 28778**

An ordinance amending Chapter 12.01 of the Municipal Code, entitled Utility Charges, to delegate authority to the Director of the Tacoma Public Utilities Department and the Director of the Environmental Services Department to provide a credit or refund to utility customers for amounts billed in error; and providing for severability.

[Daniel C. Thompson, Ph.D., Division Manager; Michael P. Slevin III, P.E., Director, Environmental Services]

**Substitute Ordinance No. 28780**

An ordinance amending Chapter 1.95 of the Municipal Code, relating to the Rental Housing Code, to align with new notice requirements in Engrossed Substitute House Bill 1236 and the State of Washington's Residential Landlord Tenant Act, to provide additional protections through just cause evictions, and to allow enforcement action.

[ChiQuata Elder, Landlord Tenant/Crime Free Housing Coordinator;  
Lisa Woods, Interim Director, Office of Equity and Human Rights]



## RESOLUTION NO. 40837

1 A RESOLUTION setting Tuesday, October 5, 2021, upon completion of Regular  
2 Agenda Items, no earlier than 5:15 p.m., as the date for a public hearing  
3 by the City Council on proposed amendments to Titles 13 and 19 of the  
4 Tacoma Municipal Code, entitled Land Use Regulatory Code and  
5 Shoreline Master Program, as recommended by the Planning Commission  
6 and modified by the Infrastructure, Planning, and Sustainability  
Committee, to replace Amended Ordinance No. 28470, Tideflats Interim  
Regulations, and as extended by Ordinance Nos. 28542, 28583, 28619,  
28671, 28696, and 28759.

7 WHEREAS, on October 20, 2020, the City Council passed Amended  
8 Ordinance No. 28696, which extended the Tideflats Interim Regulations an  
9 additional six months and directed the Planning Commission and staff to begin a  
10 process to develop new recommendations for a non-interim ordinance to replace  
11 the interim regulations ahead of the completion of the subarea plan, and  
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13 WHEREAS, on April 7, 2021, the Planning Commission forwarded its  
14 Findings of Fact and Recommendations report to the City Council for review and  
15 consideration, and  
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17 WHEREAS, on April 27, 2021, the City Council conducted a public hearing  
18 on the Planning Commission's Findings of Fact and Recommendations, and  
19

20 WHEREAS, in support of the public hearing, approximately 40,000 public  
21 notices were provided to potentially affected taxpayers, occupants, and interested  
22 parties, and email notices were provided to over 500 other interested parties, and  
23

24 WHEREAS the City Council received over 400 pages of public comments,  
and  
25

26 WHEREAS, on May 18, 2021, the City Council passed Ordinance  
No. 28759, approving an extension of the Tideflats Interim Regulations for up to



1 six months, and referring proposed permanent regulations to the Infrastructure,  
2 Planning, and Sustainability (“IPS”) Committee for review and recommendation to  
3 the full City Council no later than August 31, 2021, and

4 WHEREAS, following the City Council public hearing, the IPS Committee  
5 conducted ten meetings between May and August 2021, including opportunities  
6 for written public comments on agenda topics, and panel discussions with  
7 representatives from industry, environmental organizations, and residential  
8 property owners potentially affected by the proposals, and

9 WHEREAS, on August 30, 2021, the IPS Committee concluded its review  
10 and recommendations and forwarded those proposals to the City Council, and

11 WHEREAS, pursuant to TMC 13.02, the City Council is required to conduct  
12 a public hearing before enacting any amendments to the Land Use Regulatory  
13 Code; Now, Therefore,

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

15 Section 1. That Tuesday, October 5, 2021, upon completion of Regular  
16 Agenda Items, no earlier than 5:15 p.m., is hereby fixed as the time, and the City  
17 Council Chambers on the First Floor of the Tacoma Municipal Building,  
18 747 Market Street, Tacoma, Washington, or alternatively, a call-in option will be  
19 provided until the end of the COVID-19 emergency, as the place when and where  
20 a public hearing shall be held on proposed amendments to Titles 13 and 19 of the  
21 Tacoma Municipal Code, entitled Land Use Regulatory Code and Shoreline  
22 Master Program, as recommended by the Planning Commission and modified by  
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1 the Infrastructure, Planning, and Sustainability Committee, to replace Amended  
2 Ordinance No. 28470, Tideflats Interim Regulations, and as extended by  
3 Ordinance Nos. 28542, 28583, 28619, 28671, 28696, and 28759.

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

6 Adopted \_\_\_\_\_

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10 \_\_\_\_\_  
11 Mayor

12 Attest:  
13 \_\_\_\_\_  
14 City Clerk

15 Approved as to form:  
16 \_\_\_\_\_  
17 Deputy City Attorney

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## RESOLUTION NO. 40838

1 BY REQUEST OF COUNCIL MEMBERS BEALE, HUNTER, McCARTHY, AND  
WALKER

2 A RESOLUTION relating to committees, boards, and commissions; appointing and  
3 reappointing individuals to the Transportation Commission.

4 WHEREAS vacancies exist on the Transportation Commission, and

5 WHEREAS, at its meeting of September 8, 2021, the Infrastructure,

6 Planning, and Sustainability Committee conducted interviews and recommended  
7 the appointment and reappointment of individuals to said commission, and  
8

9 WHEREAS, pursuant to City Charter Section 2.4, the persons named on  
10 Exhibit "A" have been nominated to serve on the Transportation Commission;

11 Now, Therefore,

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

13 That those nominees to the Transportation Commission, listed on  
14 Exhibit "A," are hereby confirmed and appointed or reappointed as members of  
15 such commission, for such terms as are set forth on the attached Exhibit "A."  
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17  
18 Adopted \_\_\_\_\_

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20 \_\_\_\_\_  
Mayor

21 Attest:

22 \_\_\_\_\_  
23 City Clerk

24 Approved as to form:

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26 City Attorney



**EXHIBIT "A"**

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**TRANSPORTATION COMMISSION**

Appointing **Susan Reehill** to the "Council District No. 2" position for a three-year term to expire August 31, 2024.

Appointing **Troy Serad** to the "At-Large No. 3" position for a three-year term to expire August 31, 2024.

Appointing **Aram Westergreen** to the "Council District No. 5" position to fill an unexpired term to expire August 31, 2023.

Reappointing **Jackie Skaugt** to the "Council District No. 1" position to serve a partial term to expire August 31, 2023.



**SUBSTITUTE**  
**RESOLUTION NO. 40839**

1 BY REQUEST OF MAYOR WOODARDS

2 A RESOLUTION relating to committees, boards, and commissions; revising the  
3 appointments of City Council Members to various national, state,  
4 regional, and local committees, boards, and commissions, including the  
City Council's Standing Committees, for the year 2021.

5 WHEREAS the Mayor and City Council Members are called upon to  
6 serve on a number of local, regional, state, and national committees, boards,  
7 and commissions, and

8  
9 WHEREAS, in addition to incorporating feedback from the City Council,  
10 Mayor Woodards strives to balance City Council committee, board, and  
11 commission assignments based upon a number of criteria, including interests,  
12 expertise, schedule availability, and balance of assignments, and

13  
14 WHEREAS, preceding Council Member Walker's term on the City  
15 Council, her professional experience included nearly a decade leading work in  
16 transportation advocacy and providing transportation resources to businesses  
17 and community members, and

18  
19 WHEREAS, following conversations with Pierce County Executive Bruce  
20 Dammeier, Sound Transit Board Chair Kent Keel, and CEO Peter Rogoff,  
21 Mayor Woodards sent a letter on August 31, 2021, resigning from the Sound  
22 Transit Board and respectfully requesting that Council Member Walker be  
23 appointed as the new City of Tacoma representative on the Board following the  
24 end of her tenure, and

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1 WHEREAS, on September 14, 2021, Executive Dammeier informed Mayor  
2 Woodards that her resignation would be accepted effective September 23, 2021,  
3 and that date would mark the end of her term on the Sound Transit Board and that  
4 Council Member Walker would fill the vacant seat, and

5 WHEREAS the South Sound Housing Affordability Partners ("SSHAP"), a  
6 sub-regional collaboration among Pierce County, cities, towns, and the Puyallup  
7 Tribe, created in 2021 under an Intergovernmental Agreement to work together  
8 to create local housing affordability, is planning its transition from an informal  
9 steering committee to a formal executive board, and has requested the names  
10 of appointees for its Executive Board by September 29, 2021, and

11 WHEREAS the City has approved the Intergovernmental Agreement and  
12 will benefit from having a representative on the SSHAP Executive Board, and this  
13 resolution would appoint Mayor Woodards as the City's 2021 representative to the  
14 SSHAP Executive Board, and

15  
16  
17 WHEREAS, pursuant to the Tacoma City Charter and the rules,  
18 regulations, and procedures of the City Council, the City Council Members  
19 named on Exhibit "A" have been nominated to serve on said committees,  
20 boards, and commissions listed thereon; Now, Therefore,

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

22  
23 That those nominees to the committees, boards, and commissions listed  
24 on Exhibit "A" are hereby confirmed, and the City Council Members designated

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thereon shall be appointed as members of such committees, boards, and commissions, as set forth on said Exhibit "A."

Adopted \_\_\_\_\_

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Mayor

Attest:

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City Clerk

Approved as to form:

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City Attorney



## EXHIBIT "A"

### 2021 CITY COUNCIL APPOINTMENTS

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1. Association of Washington Cities Board – Blocker
2. Association of Washington Cities Large City Advisory Committee – Blocker, Thoms (alternate)
3. Association of Washington Cities Legislative Priorities Committee – Ushka, Thoms (alternate)
4. City Manager Performance Review Committee – Woodards, Blocker, Hunter, McCarthy, Ushka (alternate)
5. Community Council Liaison – Hines, Thoms
6. Community Vitality and Safety Committee – Beale, Blocker, Hines, Ushka, Hunter (alternate)
7. Cross District Association of Tacoma – Hunter, Thoms (alternate)
8. Crystal Judson Family Justice Center – Thoms, Ushka, Hines (alternate)
9. Economic Development Board Executive Committee – Woodards
10. Economic Development Committee – Blocker, McCarthy, Thoms, Ushka, Woodards (alternate)
11. Firemen’s Pension Fund Board of Trustees – Woodards, Hines (alternate)
12. ForeverGreen Trails – Thoms
13. Foundation for Tacoma Schools – Woodards, Hunter (alternate)
14. Government Performance and Finance Committee – Hines, Hunter, Thoms, Walker, Blocker (alternate)
15. Infrastructure, Planning, and Sustainability Committee – Beale, Hunter, McCarthy, Walker, Ushka (alternate)
16. Investment and Finance Committee – Woodards



17. Joint Municipal Action Committee – Blocker, Walker, Hunter (alternate)
18. Law and Justice Council – Ushka
19. Law and Justice Community Oversight Subcommittee – Ushka
20. National League of Cities – Blocker, Ushka (alternate)
21. Parks Policy Group – Ushka, Walker
22. Pierce County Commission Against Domestic Violence – Ushka, Hines (alternate)
23. Pierce County Flood Control Zone District Advisory Committee – Beale
24. Pierce County Regional Council – Hines, Thoms, Ushka, Blocker (alternate)
25. Pierce Transit Board – Woodards, Beale, Walker
26. Police Disability and Pension Fund Board – Woodards, McCarthy (alternate)
27. Puget Sound Clean Air Agency Board/Board of Directors –Beale, Walker (alternate)
28. Puget Sound Regional Council/Executive Board – Woodards, Thoms (alternate)
29. Puget Sound Regional Council/Economic Development District Board – Blocker, Thoms (alternate)
30. Puget Sound Regional Council/Growth Management Policy Board – Beale, Ushka (alternate)
31. Puget Sound Regional Council/Transportation Policy Board – Walker, McCarthy (alternate)
32. Puyallup Tribe Community Contribution Committee [2 percent] – Woodards, Ushka (alternate)
33. Regional Access Mobility Partnership – Thoms
34. Safe Streets Board – Beale



- 1 35. Sound Transit Board – [WoodardsWalker](#)
- 2 36. South Sound 911 – Hunter, Thoms, Hines (alternate)
- 3 37. [South Sound Housing Affordability Partners Executive Board –](#)
- 4 [Mayor Woodards](#)
- 5 387. Tacoma Arts Commission – Hines, Blocker (alternate)
- 6 398. Tacoma Council of PTA/City Government Liaison – Thoms
- 7 4039. Tacoma Employees’ Retirement System Board of
- 8 Administration – Woodards
- 9 410. Tacoma Gang Reduction Project Executive Steering Committee –
- 10 Blocker (Chair), Ushka (Vice-Chair)
- 11 424. Tacoma-Pierce County Board of Health – Blocker, Ushka,
- 12 Hines (alternate)
- 13 432. Tideflats Subarea Planning Steering Committee – Woodards, Hunter,
- 14 Thoms (alternate)
- 15 443. Urban Waters Board of Directors – McCarthy, Hines (alternate)
- 16 454. U.S. Conference of Mayors – Woodards
- 17 465. WorkForce Central – Woodards, Hunter, Ushka (alternate for Council
- 18 Member only)
- 19 476. Zoo Trek Authority – Hines, Walker
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## RESOLUTION NO. 40840

1 A RESOLUTION relating to the Department of Public Utilities, Water Division  
2 (d.b.a. "Tacoma Water"); ratifying the Salmon Habitat Plan 2021 Update,  
3 "Making Our Watershed Fit for a King," for the Green/Duwamish and  
4 Central Puget Sound Watershed, Water Resource Inventory Area 9.

4 WHEREAS the City of Tacoma ("City") and 16 other local governments are  
5 members to an Interlocal Agreement ("ILA") for the Green River, Duwamish River,  
6 and Central Puget Sound Watersheds, referred to as the WRIA 9 Ecosystem Forum  
7 ("WRIA"), and  
8

9 WHEREAS the ILA was established in 2001 and has been renewed twice  
10 since then, most recently through Public Utility Board and City Council action in  
11 2015, and  
12

12 WHEREAS the City, through its Department of Public Utilities, Water Division  
13 (d.b.a. "Tacoma Water"), represents the City on the WRIA, and together with other  
14 members, shares in the operating costs of the WRIA and has invested \$8.4 million  
15 in restoration efforts within the WRIA since 2001, and  
16

17 WHEREAS to date, the City, through Tacoma Water has provided \$416,000  
18 to the ILA from 2001 to 2021, and has committed another \$100,000 through 2025,  
19 and  
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21 WHEREAS the WRIA endeavors to work through consensus, and is now  
22 seeking ratification of the WRIA 9 Salmon Habitat Plan 2021 Update ("Habitat  
23 Plan") by all ILA members, and  
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WHEREAS the Habitat Plan provides a science-based framework for identifying, prioritizing, and implementing salmon recovery actions through the WRIA for the next ten years, and

WHEREAS through implementation of the Habitat Plan, the intent is to achieve sustainable, resilient, and harvestable populations of naturally spawning Chinook salmon, by utilizing the best available science to inform local government actions, and prioritize projects and policies, and ratification of the Habitat Plan is intended to convey support for the following:

1. Protecting and restoring habitat based on best available science with the intent to achieve sustainable, resilient, and harvestable populations of naturally spawning Chinook salmon.
2. Pursuing a multi-benefit approach to WRIA 9 Plan implementation that integrates salmon recovery, flood hazard reduction, water quality improvements, open space and recreation, and equity and social justice to improve outcomes for people and fish.
3. Utilizing the WRIA 9 Plan as a source of best available science to inform local government actions, including, but not limited to land use, shoreline, and transportation planning/permitting.
4. Utilizing capital project concepts, programmatic actions, and policies outlined within the WRIA 9 Plan to inform local priorities for implementation and funding via grants, capital improvements, ordinances, and other activities. Ratification does not obligate any partner to implement any specific actions or adhere to specific timelines for such actions.
5. Working collaboratively with local, state, and federal partners and tribes to support and fund implementation of the WRIA 9 Plan, including monitoring and adaptive management to address scientific uncertainty, tracking and communicating progress, and refining strategies to ensure cost-effective investments.



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WHEREAS, by adoption of Public Utility Board Resolution No. U-11279 on September 8, 2021, the proposed Habitat Plan was approved, pending confirmation from the City Council; Now, Therefore,

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

That the request of the Department of Public Utilities, Water Division (d.b.a. "Tacoma Water"), to ratify the Green/Duwamish and Central Puget Sound Watershed, Water Resource Inventory Area 9 Salmon Habitat Plan 2021 Update, is hereby approved.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Requested by Public Utility Board  
Resolution No. U-11279





## RESOLUTION NO. 40841

1 A RESOLUTION relating to the Department of Public Utilities, Rail Division  
2 (d.b.a. "Tacoma Rail"); authorizing the execution of three interest-free loan  
3 agreements with the Washington Department of Transportation, in the  
4 total amount of \$1,651,000, accepting and depositing said sum into the  
5 Tacoma Rail Fund, and further authorizing matching City funds in the  
6 amount of \$2,958,931, to partially finance three separate railroad  
7 improvement projects.

8 WHEREAS the City of Tacoma, through its Department of Public Utilities,  
9 Rail Division (d.b.a. "Tacoma Rail"), was awarded interest-free loans through a  
10 competitive call for projects initiated by the Washington State Department of  
11 Transportation, with subsequent funding appropriated by the State Legislature in  
12 the 2021 session, and

13 WHEREAS the loan agreements are for varying amounts, totaling  
14 \$1,651,000, as described below:

15 1) Agreement No. RRB-1269, Improvements to Locomotive Maintenance  
16 and Fueling Facility in the principal amount of \$868,000 less a 3.23  
17 percent administrative fee of \$28,000, with ten annual payments of  
18 \$86,800 plus Tacoma Rail must provide a minimum match of \$1,826,264  
19 toward the completion of the project prior to June 30, 2023; the loan will  
20 partially finance the upgrade of an existing locomotive fueling and  
21 servicing facility, by replicating features on an additional track, increasing  
22 the fuel storage capacity in support of two value added service contracts,  
23 and associated work to enhance operational efficiencies and systems  
24 resilience;  
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2) Agreement No. RRB-1275, Lincoln Avenue Track Upgrade Project, in a principal amount of \$318,000 less a 2.52 percent administrative fee of \$8,000, with ten payments of \$31,800 plus Tacoma Rail must provide a minimum match of \$369,471 toward completion of the project prior to June 30, 2023; to partially finance the upgrade of approximately 600 lineal feet of railroad track, including the replacement of two track turn-outs, and the removal and replacement of three private crossings; and

3) Agreement No. RRB-1276, Tacoma Rail Yard Tracks Upgrade Project, in a principal amount of \$465,000 less a 3.23 percent administrative fee of \$15,000 with ten annual payments of \$46,500 plus Tacoma Rail must provide a minimum match of \$763,196 towards the completion of the project prior to June 30, 2023; to partially finance the upgrade of approximately 2,400 lineal feet of railroad track, including three track turn-outs, in Tacoma Rail's main rail yard, and

WHEREAS Tacoma Rail's freight infrastructure in the Tideflats area is heavily used and in need of periodic upgrades in order to facilitate the switching of railcars destined for customers in the Port of Tacoma and other outlying areas, and

WHEREAS under Article IV, Section 4.11 of the Tacoma City Charter, all matters relating to incurring of indebtedness are initiated by the Board subject to approval by the City Council, and

WHEREAS, by adoption of Public Utility Board Resolution No. U-11280 on September 8, 2021, the proposed Agreements were approved, pending confirmation from the City Council, and; Now, Therefore,



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

That the request of the Department of Public Utilities, Rail Division (d.b.a. "Tacoma Rail"), to enter into three loan agreements in the amount of \$1,651,000, with the Washington State Department of Transportation, to partially finance three (3) separate improvement projects, is hereby approved and the proper officers are authorized to execute said agreements substantially in a form as approved by the City Attorney.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Requested by Public Utility Board  
Resolution No. U-11280



## RESOLUTION NO. 40842

1 A RESOLUTION relating to collective bargaining; authorizing the execution of a  
2 Letter of Agreement negotiated between the City of Tacoma and the  
3 International Brotherhood of Electrical Workers, Local 483, Tacoma Power  
4 Unit, to extend the terms and conditions of the Collective Bargaining  
5 Agreement, retroactive to April 1, 2021, through March 31, 2024.

6 WHEREAS the City has, for years, adopted the policy of collective  
7 bargaining between the various labor organizations representing employees and  
8 the administration, and

9 WHEREAS Resolution No. 39935, adopted February 6, 2018, authorized the  
10 execution of the four-year Collective Bargaining Agreement ("CBA") between the  
11 City of Tacoma and the International Brotherhood of Electrical Workers, Local 483,  
12 Tacoma Power Unit ("Union"), on behalf of the employees represented by said  
13 Union, and

14 WHEREAS the City and Union have negotiated a Letter of Agreement  
15 ("LOA") to the CBA which provides for a market-based wage adjustment and  
16 general wage increase effective retroactive to April 1, 2021, and pay increases  
17 effective in 2022 and 2023.

18 WHEREAS the LOA was considered and approved by the Public Utility  
19 Board at its meeting of September 8, 2021, and

20 WHEREAS it appears in the best interest of the City that the LOA negotiated  
21 by said Union and the City be approved; Now, Therefore,  
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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute the Letter of Agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit, said document to be substantially in the form of the document on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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

Requested by Public Utility Board  
Resolution No. U-11275



## RESOLUTION NO. 40843

1 A RESOLUTION relating to collective bargaining; authorizing the execution of a  
2 Letter of Agreement negotiated between the City of Tacoma and the  
3 International Brotherhood of Electrical Workers, Local 483, Supervisors' Unit,  
4 to provide a mid-term wage adjustment for the classifications of Traffic Field  
5 Operations Supervisor and Fire Electrical Maintenance Supervisor.

6 WHEREAS the City has, for years, adopted the policy of collective  
7 bargaining between the various labor organizations representing employees and  
8 the administration, and

9 WHEREAS Resolution No. 40758, adopted March 9, 2021, authorized the  
10 execution of the one-year Collective Bargaining Agreement ("CBA") between the  
11 City of Tacoma and the International Brotherhood of Electrical Workers, Local 483,  
12 Supervisors' Unit ("Union"), on behalf of the employees represented by said Union,  
13 and

14 WHEREAS the City and Union have negotiated a Letter of Agreement  
15 ("LOA") to the CBA which provides for a mid-term wage adjustment for the  
16 classifications of Traffic Field Operations Supervisor and Fire Electrical  
17 Maintenance Supervisor, retroactive to April 1, 2021, which will equal the amount of  
18 increases provided to the classifications they supervise, thereby avoiding any  
19 potential compression issues between them and the classifications within the  
20 Tacoma Power Unit, and

21 WHEREAS it appears in the best interest of the City that the LOA negotiated  
22 by said Union and the City be approved; Now, Therefore,  
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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute the Letter of Agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Supervisors' Unit, said document to be substantially in the form of the document on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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



## ORDINANCE NO. 28778

1 AN ORDINANCE relating to utility service; amending Section 12.01.030 of the  
2 Tacoma Municipal Code to delegate authority to the Director of the Tacoma  
3 Public Utilities Department and the Director of the Environmental Services  
4 Department to provide a credit or refund to utility customers for amounts  
5 billed in error; and providing for severability.

6 WHEREAS the Director of the Tacoma Public Utilities Department (“TPU  
7 Director”) and the Director of Environmental Services Department (“ES Director”)  
8 are authorized, pursuant to Section 12.01.030 of the Tacoma Municipal  
9 Code (“TMC”), to waive or adjust utility services charges or fees that are due and  
10 owing when the amount is billed in error and waiver or adjustment are necessary to  
11 avoid substantial injustice, and

12 WHEREAS the TPU Director and ES Director have established policies and  
13 procedures for such waivers and adjustments which include policies and  
14 procedures for refunds or credits for amounts billed by the City in error and paid by  
15 the utility customer, and

16 WHEREAS it is necessary to amend the TMC to conform to current utility  
17 practices and policies for providing refunds and credits; Now, Therefore,

18 BE IT ORDAINED BY THE CITY OF TACOMA:

19 Section 1. That Section 12.01.030 of the Tacoma Municipal Code is hereby  
20 amended by the addition of new subsection 12.01.030.D, to read as set forth in the  
21 attached Exhibit “A.”  
22

23 Section 2. If any section, subsection, sentence, clause, or phrase of this  
24 ordinance is for any reason held to be invalid or unconstitutional by a decision of  
25 any court of competent jurisdiction, such decision shall not affect the validity of the  
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remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Passed \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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



**EXHIBIT "A"**

**CHAPTER 12.01  
UTILITY CHARGES**

\* \* \*

**12.01.030 Invoicing and late payment fee.**

A. Invoices for City utility services may be issued by mail and/or electronic means. Any invoice shall be deemed issued on the date it is deposited in the United States Post Office with postage paid and/or electronically made available by Customer Services for customer review, and such methods of issuance shall be evidence of receipt of the invoice by a customer.

B. A late payment fee will be assessed for delinquent utility account invoices(s) for City residential utility customers, the late payment fee will be assessed on each invoice that is not paid in full within 30 days from the date issued. For all other City utility customers the late payment fee will be assessed on each invoice that is not paid in full within 24 days from the date the invoice is issued. The late payment fee shall be as follows:

<b>Utility Amount Balance</b>	<b>Late Payment Fee</b>
\$0 - \$9.99	\$0
\$10.00 and over	1% of balance with a \$3.00 minimum

After the initial delinquency and failure to pay, the late payment fee shall compound on a monthly basis at the above-stated rate or 1 percent per month, whichever is more. The fee will be assessed on the past due balance, and each utility will receive the portion assessed for its past due balance.

The late payment fee will be allocated to, and recorded as revenue for City tax purposes by each utility providing service.

C. Notwithstanding TMC 1.06.226, and except as otherwise provided in this Code or applicable state law, utility service charges or fees due and owing the City may be waived or adjusted by the Director of Utilities, or by the Director of Environmental Services Department as the case may be, or their respective designees by express delegation. Such waiver or adjustment authority may only be exercised under the following circumstances:

1. Amounts billed to an eligible residential utility customer, pursuant to TMC 12.06.165, 12.08.360, 12.09.090 and/or 12.10.400 who (1) qualifies as low income, (2) receives supplemental security income, or (3) is disabled and receives federal or state funds;
2. Late payment fees billed to a customer that is a public agency or Indian Tribe and that, due to governmental or similar processing delays, has substantial difficulty in paying accounts within 30 days;
3. Amounts billed in error or in cases where written evidence has been presented demonstrating such irregularity that waiver or reasonable adjustment is necessary to avoid substantial injustice to the Customer; or
4. Pursuant to written procedures promulgated by the Director of Finance and approved by the Director of Utility and the Director of Environmental Services Department.



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D. Notwithstanding TMC 1.06.226, and except as otherwise provided in this Code or applicable state law, the Director of Utilities, with regard to power, water and rail services, and the Director of Environmental Services Department, with regard to wastewater, stormwater and solid waste services, and their designees, are authorized to approve a credit or refund to any utility customer for amounts paid and received and determined by the Director, or designee, to have been billed in error by the City and that are in excess of the true amount due and owing. The Directors are further authorized to establish policies and procedures governing the approval of any such refund or credit.



**SUBSTITUTE**  
**ORDINANCE NO. 28780**

1 AN ORDINANCE relating to housing; amending Chapter 1.95 of the Municipal  
2 Code, relating to the Rental Housing Code, to align with new notice  
3 requirements in Engrossed Substitute House Bill 1236 and the State of  
4 Washington’s Residential Landlord-Tenant Act, to provide additional  
5 protections through just cause evictions, and to allow enforcement  
6 action.

7 WHEREAS with the passage of Engrossed Substitute House Bill 1236  
8 (“ESHB 1236”), property owners are now required to have just cause to  
9 terminate tenancies under the Residential Landlord Tenant Act, RCW 59.18  
10 (“RCW 59.18”); however, language in the City’s Rental Housing Code, Tacoma  
11 Municipal Code (“TMC”) 1.95, currently refers to no cause to terminate  
12 tenancies, and

13 WHEREAS recent research has shown that Black City residents face  
14 inequitable risk of eviction, and with these amendments, the City can align with  
15 the state law and ensure that any evictions are a result of just cause, and  
16 minimize the risk of involuntary displacement due to racism, sexism,  
17 homophobia, or any other form of discrimination, and

18 WHEREAS this amendment will align TMC 1.95 with the notice  
19 requirement in ESHB 1236 and RCW 59.18, as well as allow for additional  
20 protections and enforcement action by the City, and

21 WHEREAS the City Manager, through staff, researched “Just Cause  
22 Eviction” ordinances throughout other jurisdictions, and feedback was gathered  
23 from landlord and tenant organizations on the impacts of the ordinances, and  
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WHEREAS staff also gathered information on other proposed changes to TMC 1.95, which were developed by using data from the City’s Landlord-Tenant Program, survey feedback, community forums, and a stakeholders’ group consisting of tenants, landlords, and legal representation of both landlords and tenants, and

WHEREAS community engagement around “Just Cause Eviction” was conducted, and

WHEREAS by aligning TMC 1.95 to changes made in the State Legislature, additional protections and supports such as just cause evictions will ensure that more City residents are able to stay in their homes and communities, that more City residents maintain access to affordable housing, and also reduce involuntary displacement and the negative health impacts associated with displacement. Now, Therefore, and

WHEREAS, the Emergency Proclamation 21-09 issued by Governor Inslee provided certain tenant protections that are set to expire on September 30, 2021, and

WHEREAS, the City wishes to ensure local tenant protections and local enforcement will go into effect once those state-wide protections end, and as a result, the City wishes to make the local tenant protections effective October 1, 2021, and



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WHEREAS due to this urgency and to have such an effective date, this ordinance needs to be considered on an emergency basis pursuant to Charter sections 2.12 and 2.13; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Chapter 1.95 of the Tacoma Municipal Code, Rental Housing Code, is hereby amended as set forth in the attached Exhibit "A."

Section 2. That the amendments to TMC 1.95 shall be effective October 1, 2021.

Section 3. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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



EXHIBIT "A"

CHAPTER 1.95  
RENTAL HOUSING CODE

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Sections:

- 1.95.010 Purpose and Intent.
- 1.95.020 Definitions.
- 1.95.030 Distribution of information required.
- 1.95.040 Deposit requirements and installment payments permitted.
- 1.95.050 Notice requirement generally—reasonable accommodation request.
- 1.95.060 Notice to increase rent requirements.
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

\* \* \*

**1.95.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended and means the destruction of any dwelling unit premises or the relocation of the premises to another site that results in the displacement of an existing tenant. ~~Any “demolition” as provided herein requires displacement of a tenant.~~

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights Neighborhood and Community Services Department, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not



include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant's consent.

1 "Dwelling unit" is defined under RCW 59.18.030, as it exists or is hereinafter amended  
2 and means a structure or part of a structure used as a home, residence, or sleeping place  
3 by one, two, or more persons maintaining a common household, including, but not  
4 limited to, single-family residences and multiplexes, apartment buildings, and mobile  
homes.

5 ~~"Housing costs" means the compensation or fees paid or charged, usually periodically,~~  
6 ~~for the use of any property, land, buildings, or equipment for residential purposes. For~~  
7 ~~purposes of this chapter, housing costs include the basic rent charge, but do not include~~  
8 ~~utility charges that are based on usage and that the tenant has agreed in the rental~~  
9 ~~agreement to pay, unless the obligation to pay those charges is itself a change in the~~  
10 ~~terms of the rental agreement.~~

11 "Immediate family member" is defined under RCW 59.18.030, as it exists or is  
12 hereinafter amended and includes state registered domestic partner, spouse, parents,  
13 grandparents, children, including foster children, siblings, and in-laws. ~~the spouse or~~  
14 ~~domestic partner, dependent children, and other dependent relatives.~~

15 "Landlord" is defined under RCW 59.18.030, as it exists or is hereinafter amended and  
16 means the owner, lessor, or sublessor of the dwelling unit or the property of which it is  
17 a part, and in addition means any person designated as representative of the owner,  
18 lessor, or sublessor including, but not limited to, an agent, a resident manager, or a  
19 designated property manager. ~~means a landlord as defined in and within the scope of~~  
20 ~~RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973~~  
21 ~~("RLTA") in effect at the time the rental agreement is executed. As of the effective day~~  
22 ~~of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sublessor of the~~  
23 ~~dwelling unit or the property of which it is a part, and in addition means any person~~  
24 ~~designated as representative of the owner, lessor, or sublessor including, but not limited~~  
25 ~~to, an agent, a resident manager, or a designated property manager."~~

26 "Non-refundable move-in fees" means non-refundable payment paid by a tenant to a  
landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the  
dwelling unit upon termination of the tenancy, but does not include payment of a  
holding fee authorized by RCW 59.18.253(2).

"Owner" means one or more persons, or entities, jointly or severally, in whom is vested:

A. All or any part of ~~the real~~ the legal -title to property; or

B. All or part of the beneficial ownership, and a right to present use and enjoyment of  
the property.

"Rent" or "rental amount" is defined under RCW 59.18.030 as it exists or is hereinafter  
amended and means recurring and periodic charges identified in the rental agreement  
for the use and occupancy of the premises, which may include charges for utilities.  
Except as provided in RCW 59.18.283(3), these terms do not include nonrecurring





1 charges for costs incurred due to late payment, damages, deposits, legal costs, or other  
2 fees, including attorneys' fees.

3 “Rental agreement” or lease is defined under RCW 59.18.030 as it exists and is  
4 hereinafter amended and means all agreements which establish or modify the terms,  
5 conditions, rules, regulations, or any other provisions concerning the use and occupancy  
6 of a dwelling unit. means a rental agreement as defined in and within the scope of RCW  
7 59.18.030 and RCW 59.18.040 of the state RLTA in effect at the time the rental  
8 agreement is executed. As of the effective day of this ordinance, the state RLTA defines  
9 “rental agreement” as “all agreements which establish or modify the terms, conditions,  
10 rules, regulations, or any other provisions concerning the use and occupancy of a  
11 dwelling unit.”

12 “Security deposit” means a refundable payment or deposit of money, however  
13 designated, the primary function of which is to secure performance of a rental  
14 agreement or any part of a rental agreement. “Security deposit” does not include a fee.

15 “Substantial rehabilitation” is defined under RCW 59.18.200 as it exists and is  
16 hereinafter amended and means extensive structural repair or extensive remodeling of  
17 premises that requires a permit such as a building, electrical, plumbing, or mechanical  
18 permit, and that results in the displacement of an existing tenant. means extensive  
19 structural repair or extensive remodeling and requires a building, electrical, plumbing,  
20 or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial  
21 rehabilitation” as provided herein requires displacement of a tenant.

22 “Tenant” is defined under RCW 59.18.030 as it exists and is hereinafter amended and  
23 any person who is entitled to occupy a dwelling unit primarily for living or dwelling  
24 purposes under a rental agreement. means any person who is permitted to occupy a  
25 dwelling unit primarily for living or dwelling purposes under a rental agreement and  
26 includes those persons who are considered to be tenants under the state RLTA, chapter  
27 59.18 RCW and those tenants whose living arrangements are exempted from the state  
28 RLTA under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not  
29 include the owner of a dwelling unit or members of the owner’s immediate family.

30 \* \* \*

### 31 **1.95.040 Deposit requirements and installment payments permitted.**

32 A. Installment payments, generally. Upon a tenant’s written request, tenants may pay  
33 security deposits, non-refundable move-in fees, and/or last month’s rent in installments  
34 as provided herein; except that the tenant cannot elect to pay the security deposit and  
35 non-refundable move-in fees in installments if (1) the total amount of the security  
36 deposit and nonrefundable move-in fees does not exceed 25 percent of the first full  
37 month’s rent for the tenant’s dwelling unit; and (2) payment of last month’s rent is not  
38 required at the inception of the tenancy. Landlords may not impose any fee, charge any  
39 interest, or otherwise impose a cost on a tenant because a tenant elects to pay in  
40 installments. Installment payments are due at the same time as rent is due. All  
41 installment schedules must be in writing, signed by both parties.



1 B. Fixed-term tenancies for three months or longer. For any rental agreement term that  
2 establishes a tenancy for three months or longer, the tenant may elect to pay the security  
3 deposit, non-refundable move-in fees, and last month's rent, excluding any payment

4 C. Month-to-month or two-month tenancy. For any rental agreement term that  
5 establishes a tenancy from month-to-month or two months, the tenant may elect to pay  
6 the security deposit, non-refundable move-in fees, and last month's rent, excluding any  
7 payment made by a tenant to the landlord prior to the inception of tenancy to reimburse  
8 the landlord for the cost of obtaining a tenant screening report, in two equal  
9 installments. The first payment is due at the inception of the tenancy, and the second  
10 payment is due on the first day of the second month or period of the tenancy.

11 D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last  
12 month's rent according to an agreed payment schedule is a breach of the rental  
13 agreement and subjects the tenant to a ~~ten~~14-day notice pursuant to RCW  
14 59.12.030(3),4, and shall mean that the entire amount of any outstanding payments  
15 shall become due when the next rent payment is due, unless otherwise agreed to in  
16 writing by the landlord and tenant. RCW 59.18.260.

17 E. Paying in installments does not apply to a landlord obtaining a tenant screening  
18 report, which report cost paid by the tenant shall be limited to the standard and actual  
19 cost of the tenant screening report.

20 F. No security deposit may be collected by a landlord unless the rental agreement is in  
21 writing and a written checklist or statement specifically describing the condition and  
22 cleanliness of or existing damages to the premises and furnishings, including, but not  
23 limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is  
24 provided by the landlord to the tenant at the beginning of the tenancy. The checklist or  
25 statement shall be signed and dated by the landlord and the tenant, and the tenant shall  
26 be provided with a copy of the signed checklist or statement.

G. A landlord must place any required security deposit in a trust account and provide a  
written receipt and notice of the name, address, and location of the depository and any  
subsequent change thereof to the tenant, in compliance with the requirements of RCW  
59.18.270.

H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a  
tenant to recover sums exceeding the amount of the tenant's security deposit for damage  
to the dwelling unit for which the tenant is responsible. The landlord may seek  
attorney's fees for such an action as authorized by chapter 59.18 RCW.

\* \* \*

**1.95.070 Notice to vacate requirements.**

A. The notice requirements provided in this subsection apply when premises are rented  
with monthly or other periodic tenancy and apply before the expiration of a fixed-term



1 lease, unless the lease automatically converts to a month-to-month or periodic tenancy  
2 at the end of its expiration.

3 B. Requirement for notice to tenant when tenant displaced. When a tenant is to be  
4 displaced, a landlord may only terminate the tenancy by providing a tenant with written  
5 notice of at least 120 days preceding the end of the month or period of tenancy. For any  
6 notice provided under this subsection, the landlord shall also serve at the same time the  
7 Tenant Relocation Information Packet and further comply with the Tenant Relocation  
8 Assistance requirements in TMC 1.95.080.B.

9 C. Requirement for notice to tenant to terminate tenancy. Unless provided otherwise  
10 under subsection B above, termination of tenancy must comply with RCW 59.18.650,  
11 as it currently exists or hereinafter amended and as outlined in this subsection.  
12 ~~Requirement for notice to tenant for no cause termination. Unless provided otherwise~~  
13 ~~under federal or state law applicable to low income or affordable housing programs or~~  
14 ~~under subsection B above, a landlord may only terminate a tenancy for no cause by~~  
15 ~~providing the tenant written notice of at least 60 days preceding the end of the month or~~  
16 ~~period of tenancy. Notices that are exempt from this subsection include, but are not~~  
17 ~~limited to, notices authorized under RCW 59.12.030, as it currently exists or as~~  
18 ~~hereinafter amended.~~

19 1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic  
20 tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise  
21 provided in this subsection.

22 2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to  
23 continue for an indefinite period on a month-to-month or periodic basis after the  
24 agreement expires, the landlord may not end the tenancy except for the causes  
25 enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at  
26 the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental  
agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least  
60 days' advance written notice ending the tenancy, served in a manner consistent with  
RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which  
the tenancy by the terms of the rental agreement does not continue for an indefinite  
period on a month-to-month or periodic basis after the end of the specified period, the  
landlord may end such a tenancy without cause upon expiration of the specified period  
only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental  
agreement of 12 months or more for a specified period, or the landlord and tenant have  
continuously and without interruption entered into successive rental agreements of six  
months or more for a specified period since the inception of the tenancy;



1 b. The landlord has provided the tenant before the end of the specified period at least 60  
2 days' advance written notice that the tenancy will be deemed expired at the end of such  
3 specified period, served in a manner consistent with RCW 59.12.040; and

4 c. The tenancy has not been for an indefinite period on a month-to-month or periodic  
5 basis at any point since the inception of the tenancy.

6 4. For all other tenancies of a specified period not covered under (2) or (3) of this  
7 subsection, and for tenancies of an indefinite period on a month-to-month or periodic  
8 basis, a landlord may not end the tenancy except for the causes enumerated in  
9 subsection (C)(7) below. Upon the end date of the tenancy of a specified period, the  
10 tenancy becomes a month-to-month tenancy.

11 5. Nothing prohibits a landlord and tenant from entering into subsequent lease  
12 agreements that are in compliance with the requirements in subsection (C)(7) below.

13 6. A tenant may end a tenancy for a specified time by providing notice in writing not  
14 less than 20 days prior to the ending date of the specified time.

15 7. The following reasons listed in this subsection constitute cause pursuant to  
16 subsection (C)(1) of this section:

17 a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it  
18 currently exists or is hereinafter amended, the landlord may serve a 14 day  
19 comply or vacate notice.

20 b. When a tenant substantially breaches a material lease or a tenant obligation as  
21 imposed by law outlined in RCW 59.18.650(2)(b), as it currently exists or is  
22 hereinafter amended, the landlord may serve a 10 day comply or vacate notice.

23 c. When a tenant received at least three days' notice to quit after committing waste,  
24 nuisance, illegal activity, or other repeated and unreasonable interference of the  
25 use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it  
26 currently exists or is hereinafter amended, the landlord may serve a 3 day notice  
to vacate.

d. When the owner or immediate family member wants to occupy the unit as their  
primary residence, as outlined in RCW 59.18.650(2)(d), as it currently exists or  
is hereinafter amended, provided that there is a rebuttable presumption that the  
owner did not act in good faith if the owner or immediate family fails to occupy  
the unit as a principal residence for at least 60 consecutive days during the 90  
days immediately after the tenant vacated the unit pursuant to a notice to vacate  
using this subsection 4 as the cause for the lease ending, the landlord may serve  
a 90 day notice to vacate.

e. When the owner elects to sell the dwelling unit, as outlined in RCW  
59.18.610(2)(e), as it currently exists or is hereinafter amended, the landlord  
may serve a 90 day notice to vacate.



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- f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day-~~with~~ advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).
- g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the landlord served a 120 day advanced written notice.
- h. When the -dwelling unit has been condemned or deemed uninhabitable by code enforcement, as outlined in -TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when the landlord rents to four or more tenants in the same dwelling unit.
- j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.



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g. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

**D. Notice requirements, generally.**

1. Notices provided in this section shall comply with RCW 59.12.040, as it exists and as hereinafter amended.

2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

3. The notice shall list the name of the tenant and the dwelling unit number.

4. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

**E. Tenant meeting.** A tenant who receives a 120-day notice as provided herein may request an in person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.

**F. The notices required herein do not apply when:**

~~1. A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Foreible Entry and Foreible and Unlawful Detainer Act, chapter 59.12 RCW; or~~

~~2. A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.~~

\* \* \*

**1.95.090 Compliance and enforcement.**

**A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and lawful rights to organize.



1 3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not  
2 evict residential tenants without a court order, which can be issued by a court only after  
the tenant has an opportunity in a show cause hearing to contest the eviction (RCW  
59.18.380).

3 a. In addition to any other legal defense a tenant may have, it is an additional  
affirmative defense to an unlawful detainer action that a landlord failed to:

4 (1) Give ~~a 120-day or 60-day "no-cause"~~ notice to terminate a monthly or periodic  
5 tenancy~~t~~ as provided in Section 1.95.070, with service conforming with RCW  
6 59.12.040, prior to the end of such month or period, unless a different for cause notice  
period is specifically authorized by law; or

7 (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or  
1.95.090.

8 b. Any rental agreement provision which waives or purports to waive any right, benefit  
9 or entitlement created by this section shall be deemed void and of no lawful force or  
effect.

10 4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as  
11 it currently exists or hereinafter amended or requires a tenant to provide more than a 20-  
12 day notice to terminate tenancy, is subject to civil penalties.

13 54. Joint and Several Responsibility and Liability. Responsibility for violations subject  
14 to enforcement under this chapter is joint and several, and the City is not prohibited  
15 from taking action against a person where other persons may also be potentially  
responsible persons, nor is the City required to take action against all potentially  
responsible persons.

#### 16 B. Rebuttable Presumption.

17 1. If a landlord provides an 60-day authorized notice to vacate under TMC 1.95.070-~~C~~,  
18 and within 90 days after the tenant vacates the dwelling unit, the landlord commences  
activity to demolish or substantially rehabilitate or change the use of the dwelling unit,  
19 the City shall presume that the landlord intended to avoid the 120-day notice to  
terminate requirement in TMC 1.95.070.B.

20 2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a  
preponderance of evidence that either the termination was due to proper cause or, in the  
21 case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such  
that substantial rehabilitation was necessary to rent the dwelling.

#### 22 C. Powers and duties of the Director.

23 1. The Director is authorized to enforce this chapter and may promulgate rules and  
24 regulations consistent with this chapter, provided that the Director shall hold one or  
more public hearings prior to adoption of final rules and regulations.

25 2. The Director shall attempt to settle by agreement any alleged violation or failures to  
26 comply with the provisions of this chapter; provided that nothing herein shall create a  
right or entitlement of a landlord to settlement by agreement.



1 3. The Director is authorized to request records from landlord and the landlord shall  
2 allow the Director access to such records, as well as a complete roster of tenants names  
and contact information, when requested, with at least five business days' notice and at  
a mutually agreeable time, to investigate potential violations of the requirements of this  
chapter.

3 D. Notice of Violation.

4 1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A  
5 Notice of Violation shall include:

- 6 a. The street address or a description of the building, structure, premises, or land in  
terms reasonably sufficient to identify its location where the violation occurred;
- 7 b. A description of the violation and a reference to the provisions of this chapter which  
8 have been violated;
- 9 c. A description of the action required to comply with the provisions of this chapter;
- 10 d. A statement that the landlord to whom a Notice of Violation is directed may request a  
hearing. Such request for hearing must be submitted in writing and must be received by  
11 the City Clerk no later than ten days after the Notice of Violation has been issued;
- 12 e. A statement that penalties will accrue as provided in this chapter;
- 13 f. An Advisory Letter to provide the Landlord with a timeline of the process and an  
invitation to conciliate.

14 2. The Notice of Violation shall be delivered, in writing, to the person to whom the  
Notice of Violation is issued by personal delivery or first-class mail.

15 E. Civil Penalties.

16 1. Any person violating a provision of this chapter shall be subject to the penalties as  
17 outlined below.

18 a. For a violation of Distribution of information required (TMC 1.95.030), Deposit  
requirements and installment payments (TMC 1.95.040), Notice requirement generally  
19 (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord  
shall be subject to the following penalties:

20 (1) For the first violation for each affected dwelling unit, \$500; and

21 (2) For each affected dwelling unit for each subsequent violation within a three year  
22 period, \$1,000.

23 b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance  
(TMC 1.95.080), ~~and~~ Retaliation prohibited (TMC 1.95.090.A.2), [and illegal rental](#)  
24 [agreement provisions \(TMC 1.95.090.A.4\)](#) a landlord shall be subject to the following  
penalties:

25 (1) For each violation from the date the violation begins for the first ten days of  
26 noncompliance, \$250 per day, per dwelling unit;





1 (2) For each violation for each day beyond ten days of noncompliance until compliance  
2 is achieved, \$500 per day, per dwelling unit.

3 3. If the tenants have already relocated, but a violation of the notices required pursuant  
4 to Section 1.95.070 can be demonstrated by the City by a preponderance of the  
5 evidence, then any person violating any provision of this chapter shall be subject to a  
6 penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.

7 4. The Director may waive or reduce the penalty if the landlord comes into compliance  
8 within ten days of the Notice of Violation or shows that its failure to comply was due to  
9 reasonable cause and not willful neglect. If the Director finds a willful violation of this  
10 chapter, which resulted in a Notice of Violation outlined above, the Director may issue  
11 a Penalty that shall be \$1,000.

12 5. Any civil penalties paid by the landlord shall be kept by the City.

13 F. Administrative Review by Director.

14 1. General. A person to whom a Notice of Violation or penalty is assessed may request  
15 an administrative review of the Notice of Violation or penalty.

16 2. How to request administrative review. A person may request an administrative  
17 review of the Notice of Violation or penalty by filing a written request with the Director  
18 within ten days from the date the Notice of Violation or penalty was issued. The request  
19 shall state, in writing, the reasons the Director should review the Notice of Violation or  
20 penalty. Failure to state the basis for the review in writing shall be cause for dismissal  
21 of the review. Upon receipt of the request for administrative review, the Director shall  
22 review the information provided. The City has the burden to prove a violation exists by  
23 a preponderance of the evidence.

24 3. Decision of Director. After considering all of the information provided, the Director  
25 shall determine whether a violation has occurred and shall affirm, vacate, suspend, or  
26 modify the Notice of Violation or penalty. The Director's decision shall be delivered, in  
writing, to the person to whom the notice of violation was issued by personal delivery  
or first class mail.

G. Appeals to the Hearing Examiner of Director's Decision. Appeal of the Director's  
decision shall be made within ten days from the date of the Director's decision by filing  
a written notice of appeal, clearly stating the grounds that the appeal is based upon, with  
the Hearing Examiner, which appeal shall be governed by TMC 1.23.

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