CITY COUNCIL WORKSESSION
MEETING AGENDA

Online via Zoom and In Person at
Tumwater Fire Department
Headquarters, EOC Room, 311 Israel
Rd. SW, Tumwater, WA 98501

Tuesday, November 22, 2022
5:30 PM

1. Call to Order
2. Roll Call
3. Thurston Strong Phase II (Austin Ramirez & Michael Cade, Thurston EDC)
4. Ordinance No. O2022-010, Unfair Housing Practices (Brad Medrud)
5. Ordinance No. O2022-012, Rental Housing Code (Brad Medrud)
6. Contract Approval for an 8-Year Multifamily Tax Exemption for the 350 North Street Apartments (TUM-22-1338) (Brad Medrud)
7. Contract Approval for an 8-Year Multifamily Tax Exemption for the Craft District Apartments (TUM-22-1393) (Brad Medrud)
8. Mayor/City Administrator's Report
    a. EPA Grant Application
9. Adjourn

Meeting Information
All Councilmembers will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online
https://us02web.zoom.us/j/82350604421?pwd=c1RuZUd5VzVvRmVLczdVeHFXSkxOdz09

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 823 5060 4421 and Passcode 566730.

Public Comment
The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

Post Meeting
Video recording of this meeting will be available within 24 hours of the meeting.
https://tcmedia.org/channels.php

Accommodations
The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

TO: City Council

FROM: Austin Ramirez, Economic Development Manager

DATE: November 22, 2022

SUBJECT: Thurston Strong Phase II

---

1) Recommended Action:

Discuss the proposed scope of services for Thurston Strong Phase II.

---

2) Background:

At the October 26, 2021 City Council worksession, $350,000 of federal American Recovery Plan Act (ARPA) funds was allocated to support Thurston Strong Phase II. In the time since, Thurston Strong has deployed approximately $10 Million in recovery assistance county-wide and continues to reinforce sectors most in-need of stabilization funding and technical assistance.

At the September 20, 2022 City Council meeting, staff presented the proposed scope of services for Thurston Strong Phase II. City and Thurston EDC staff identified several priority needs in Tumwater reflected in the scope of services, including $205,000 for childcare operator grants and $80,000 for startup training scholarships for eligible businesses and entrepreneurs. Overhead for accounting and audit control ($15,000) is also included in the total amount. Consistent with the original Thurston Strong program, these resources focus on helping entrepreneurs, businesses, and organizations adversely impacted by the pandemic. The Council requested that a decision on the proposed scope be deferred until it can be discussed at a worksession.

Of the $350,000 allocated for Thurston Strong Phase II, $50,000 remains available. Staff are seeking direction from Council on how to allocate the remaining funds. Options include increasing funding to childcare operator grants and startup training scholarships, or supporting other services such as housing, non-profits, or workforce development.

The Council also requested Thurston Strong data specific to Tumwater:

Program	*# of Grants*	*Total Dollar Amount*
Thurston Strong Phase I	178	$1,197,382
Thurston Strong Phase II	26	$320,000
Target Zone Program	1	$100,000
Total	**205**	**$1,617,382**
City of Tumwater contribution for programs above: $102,000		

---

3) Policy Support:

Economic Development Plan Goal #2 – Retain and support existing businesses

Economic Development Plan Goal #8 – Encourage economic development that strengthens the Tumwater community

Strategic Goal and Priorities – Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

---

4) Alternatives:

- ❑ Approve the scope of services as proposed ($300,000), and provide direction regarding the remaining $50,000.
- ❑ Increase or decrease funding amounts for Thurston Strong Phase II activities.

---

5) Fiscal Notes:

ARPA funds are available through 2025.

---

6) Attachments:

A. Proposed Scope of Services for Thurston Strong Phase II

Thurston Strong Phase II

Thurston EDC Proposal and Scope of Services

Proposal – the following is an outline of work and budget to put to work the ARPA funds via the City of Tumwater.

Total funding request: $300,000

Childcare Supportive Grants: $205,000

To help childcare operators maintain optimal levels of service, and ensure they have the capacity and ability to provide continuous care and service, outreach and grants will be provided to those seeking financial assistance. These grants are intended to help fortify the network of care providers that enables our region's working families to have access to quality care that is affordable and attainable. Through Thurston Strong, the Child Care Action Council has been a partner in identifying gaps in both access and resources in our region's childcare system. This component will utilize that strong relationship with to ensure direct access to resources for Tumwater-based childcare providers.

CB&I Consulting / Business Stand Up / WA Center for Women in Business (WCWB) - $60,000

The EDC's Center for Business & Innovation (CB&I) operates the state's deepest and most robust innovation and business supportive network center. The CB&I manages and operates curriculum that enables entrepreneurs to start their business off on solid footing, provides a direct pathway towards funding and launch resources, and has developed a deep network of consultants to mentor, guide, and provide the one-on-one support that is essential for any business and entrepreneur. To recharge the region's economy, the following is proposed:

**The curriculum and cohort can be adjusted to ensure that each participant in a cohort has the most appropriate learning and launch environment.*

***Cohort A*.** Eligible entrepreneurs include those from any of the following categories:
1) Those seeking to launch brewing and or distilling businesses.
2) Black, Indigenous, and People of Color (BIPOC).
3) Veterans.

$750 per participant

Cohort B. students that have utilized the SPSCC curriculum for craft brewing and or craft distilling.

$1,500 per participant

Participants in cohort B, after completion, would also have access to the SPSCC foundation start up grants for entrepreneurs.

Additional CBI Consulting Services Available for Tumwater Businesses and Prospective Entrepreneurs.

CB&I Consulting: (numbers served depends upon the depth of one-on-one assistance required) - $30,000 (Amount inclusive of the amount identified above, $60,000)

CB&I Consulting is a program wherein the entrepreneur is matched with a professional technical advisor with the stated intent of launching their business plan, create a marketing plan, and/or financial projections necessary to launch with a high degree of success. CB&I Consulting connects business owners directly with consultants for direct technical assistance. Consultants complete projects or provide consultations to businesses.

WCWB, Quick Startup: $20,000

Quick Startup is an online incubator brought to you by the Washington Center for Women in Business that provides approved participants a scholarship that includes startup training and an online store in an online marketplace for one year with a marketing package. All cohort participants will have access to this innovative program that has launched over 75 new businesses in this past year. The QuickStartUp program will also organize and host a launch event that will showcase and highlight products from the cohort participant productions.

Overhead for accounting and audit control: $15,000

Curriculum outline for cohort A and cohort B.

Tumwater Business Startup Training Proposal

The Thurston EDC Center for Business & Innovation will provide a customized business startup training program to assist and support graduates in starting and operating successful businesses. These customized trainings will support Tumwater's Craft Brewing and Distilling District (and the goals of the SPSCC Craft Brewing and Distilling Program), as well as provide support for BIPOC and veteran entrepreneurs. The Business Startup Training would consist of a combination of an instructor lead webinar training series, online business startup course, one-on-one business advising sessions, weekly study halls, access to business plan writing software, participation in a business launch event, and access to apply for an SPSCC Growth and Innovation Startup Grant.

Accepted participants would begin with a five-week instructor lead webinar series paired with access to online business startup courses and business plan writing software.

Training Curriculum Overview:

Week 1- Structuring and Licensing your Startup

1.5 hour class time-Webinar Lecture-Sean Moore

Access to Business Enterprise Startup Training (BEST) Online Course Structuring and Licensing your Startup

Weekly Study Hall Session

Topics: Selecting a legal structure, structure formation process in Washington State, Obtaining an Employer Identification Number, Obtaining State and City of Tumwater Business Licenses, Additional Licensing, Business Insurance

Week 2- Location

1.5 hour class time-Webinar Lecture-Sean Moore

Weekly Study Hall Session

Access to Location Checklist and Site Selection Tool

Topics: Choosing the right location, Physical Location Scouting, City of Tumwater Zoning, Signage, and Fire Prevention Requirements, Leases, Alternative Physical Locations, Online locations, Multi-Channel Selling

Week 3- Branding and Marketing your Startup

1.5 hour class time-Webinar Lecture-Sean Moore

Access to BEST Online Course Branding and Marketing for Startups

Weekly Study Hall Session

Topics: Brand Mission, Brand Guide, Logos, Market Segments, Target Market, Marketing Tool Selection, Websites, Google Business Profile, Integrated Marketing Communication, Customer Service, Customer Reviews

Week 4-Finance and Accounting for Startups

1.5 hour class time-Webinar Lecture-Sean Moore

Access to BEST Online Course Accounting and Finance for Startups

Weekly Study Hall Session

Topics: Business Bank Accounts, Accounting Systems, Chart of Accounts, Financial Statements, Taxes, Funding your Startup

Week 5-Business Plan Writing

1.5 hour class time-Webinar Lecture-Sean Moore

Access to BEST Online Course Business Plan Writing for Startups

6 month access to the business plan writing software Live Plan

Weekly Study Hall Session

Topics: Business Plan Benefits, Live Plan, Business Plan Outline, Business Plan Chapter Systems, Market Research, Financial Projections, Lean Business Plans, Pitch Decks

Participants will receive access to weekly virtual study hall sessions to ask specific questions related to their startup. This access would continue for one year. They will also receive access to one-on-one coaching sessions, pitch coaching, and business plan review.

Upon completion of the training series, attendees will participate in a business launch party for friends, family, SPSCC staff, City of Tumwater Staff, investors, and other stakeholders.

Once participants have completed a business plan they would be eligible to apply for the SPSCC Growth and Innovation Fund Startup Grant in the amount of $3,000.

The Thurston EDC Center for Business & Innovation would maintain relationships with graduates and encourage them, when ready, to participate in various growth support programs offered through and in partnership with the EDC. These include ongoing no-cost business advising, ScaleUp Training Program, government procurement and contract advising with the Washington Procurement Technical Assistance Center and ThINK Investment Network. Participants will also be encouraged to connect with the EDC's Agriculture support programs including the Southwest Regional Agriculture Park to seek local sourcing for their products.

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: November 22, 2022

SUBJECT: Ordinance No. O2022-010, Unfair Housing Practices

---

1) Recommended Action:

Conduct a worksession on Ordinance No. O2022-010 and schedule the ordinance for consideration by the City Council for December 6, 2022.

---

2) Background:

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues. As part of that process, the City has been reviewing tenant protections to look for ways to make it easier for people in the City who rent to access housing and stay housed.

In September 2021, the City Council adopted the Tumwater Housing Action Plan, which will inform the City's Comprehensive Plan policies and development regulations and guide implementation strategies to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions that the City could undertake alone or on a regional basis to address tenant protection. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

1) Two ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*.

2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations and to consider using the program in the future for regular inspections of rental units;

3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services; and

Ordinance Nos. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code* address tenant protections in Title 5 *Business Taxes, Licenses and Regulations.* They are being considered at the same time. Ordinance Nos. O2022-010 Unfair Housing Practices contains minor amendments to TMC 5.70 *Unfair Housing Practices*, while Ordinance No. O2022-012 *Rental Housing Code* adds a new chapter entitled Chapter 5.75 *Rental Housing Code.*

The General Government Committee held a briefing on Ordinance No. O2022-010 on October 12, 2022 and asked that the ordinance go forward to the City Council for a worksession with a recommendation for approval.

3) Policy Support:

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

4) Alternatives:

- ❑ Modify and recommend the City Council approve Ordinance No. O2022-010
- ❑ Recommend the City Council reject Ordinance No. O2022-010

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

A. Staff Report
B. Ordinance No. O2022-010
C. Presentation

Attachment A

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Memorandum

Date: November 22, 2022

To: City Council

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*

I. Issue

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

As part of this work, the City reviewed actions and measures to take to support tenant protections as a way to make it easier for City residents who rent to access housing and stay housed.

In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which informs the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions to address tenant protections that the City could undertake alone or on a regional basis. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

1) Ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*;
2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations with the potential of using the program in the future for regular inspections of rental units; and
3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services.

This memorandum discusses the two ordinances that address tenant protections in Title 5 *Business Taxes, Licenses and* Regulations (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*).

The General Government Committee received a briefing on the ordinances on October 12, 2022. The General Government Committee recommended changing the state required 60-day notice to a 90-day written notice in TMC 5.75.090 for when a landlord terminated a tenancy for no cause. With the change, the General Government Committee recommended approval of the two ordinances. The two ordinances are scheduled for a City Council worksession on November 22, 2022 with City Council consideration to follow on December 6, 2022.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022.

The General Government Committee

Contents

I. Issue 1
II. Background 2
III. Actions by Other Jurisdictions 3
IV. Addressing Proposed Tenant Protections 3
V. Additional Notice Required 22
Appendix 1. City of Olympia Rental Housing Ordinance 23
Appendix 2. City of Auburn Ordinances and Regulations 24
Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23) 26
Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63) 37
Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55) 48
Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95) 50

II. Background

In the spring of 2022, staff integrated *Tumwater Housing Action Plan* actions and City work group measures for City Council consideration in a suggested order of priority items to address the Action #9 in Resolution No. R2018-016.

The priority item list included actions and potential measures amendments to the Tumwater Municipal Code as well as actions and potential measures addressed through education and communication efforts led by the City. For most of the actions and potential measures, staff recommended that the City Council discuss developing a communications strategy to let landlords and tenants know what the City is doing, a schedule for staff to develop and run the

programs, and funding through the 2023-24 biennial budgeting process for staffing and other costs.

As part of the communications strategy for the adoption of such actions and potential measures, staff suggested that there should be conversations with tenants, housing advocates, such as Together! and Homes First, and property owners, landlords, and real estate management companies, to review and provide comment on the implementation of the actions and potential measures considered. The updated draft list of actions and potential measures could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts and to renew suggestions for regional action.

III. Actions by Other Jurisdictions

Staff reviewed tenant projections actions taken by five other Washington state cities and included some thoughts in the discussion below. Regulations and other materials can be found in the staff report appendices or included in the discussion packet.

- City of Olympia – A summary of the City of Olympia's 2022 amendment to OMC 5.82 of the code can be found in Appendix 1.
- City of Auburn – A summary of the City of Auburn's tenant protection related ordinances can be found in Appendix 2 and its Rental Housing Policy (ACC 5.23) can be found in Appendix 3.
- City of Burien – The City of Burien's Rental Housing Code (BMC 5.63) can be found in Appendix 4.
- City of Kenmore – The City of Kenmore's Notice of Rent Increase (KMC 8.55) can be found in Appendix 5.
- City of Tacoma – The City of Tacoma's Rental Housing Code (TMC 1.95) can be found in Appendix 6. In additional, the City of Tacoma's Rental Housing Code Information page is a good source of information:

  https://www.cityoftacoma.org/cms/one.aspx?pageId=163295.

IV. Addressing Proposed Tenant Protections

The following are the *Tumwater Housing Action Plan* action and City work group measures that are addressed by the two tenant protection ordinances (O2022-010 *Unfair Housing Practices and* O2022-012 *Rental Housing Code*). Under each of the measures, there is a discussion of the applicable sections of Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)* and sections of applicable regulations from other jurisdictions, followed by the proposed City code language.

Some of the *Tumwater Housing Action Plan* actions and City work group measures would involve registration of property owners providing rental units as a first step to gather information on

number of units and contacts for education and updates on City programs. Such a list will be needed to make existing and proposed regulations effective.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022

Action 2.e. Identify and implement appropriate tenant protections that improve household stability.

- Such tenant projections could include code amendments as part of a new "Rental Housing Code" chapter in TMC Title 5 *Business Taxes, Licenses and Regulations* (Ordinance No. O2022-012 *Rental Housing Code*) that would address the following:

Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants

Notes

- City would need to develop set of standard required information
- Intended result would be better landlord and tenant education
- Best if cross jurisdictional

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.060(12)(a) touches on this with respect to the landlord's duties to provide written notice disclosing fire safety and protection. It reads as follows:

*(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW **43.44.110**. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW **43.44.110**(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:*

(i) Whether the smoke detection device is hard-wired or battery operated;

(ii) Whether the building has a fire sprinkler system;

(iii) Whether the building has a fire alarm system;

(iv) Whether the building has a smoking policy, and what that policy is;

(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;

(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and

(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.

(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;

RCW 59.18.060(13) discusses DOH information that landlord is required to provide. It reads as follows:

(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;

<u>Applicable Regulations from Other Jurisdictions</u>

- City of Auburn – ACC 5.23.030 *Distribution of information required*.
- City of Burien – BMC 5.63.030 *Distribution of information required*.
- City of Tacoma – TMC 1.95.030 *Distribution of information required.*

Proposed City Code Language

5.75.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City

updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

Measure 3: Require that deposits, as well as recurring and one time fees be in written agreements

Notes

- Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer
- RCW 59.18.280-285 addresses the requirement for deposits and fees to be in writing
- It is unclear if recurring fees are included and this might be an area the City would want to address specifically

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.260 reads as follows:

If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed

and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW ***59.18.280****.*

RCW 59.18.065 requires that:

…when there is a written rental agreement for the premises, the landlord shall provide an executed copy to each tenant who signs the rental agreement. The tenant may request one free replacement copy during tenancy.

RCW 59.18.285 addresses nonrefundable fees as follows:

No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW ***59.18.260****,* ***59.18.270****, and* ***59.18.280****.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted*.
- City of Burien – BMC 5.63.040 *Deposit requirements and installment payments permitted*.
- City of Olympia – Proposed OMC 5.832.050 *Pet Damage Deposits* and proposed OMC 5.832.050 *Limits to Move in Fees.*
- City of Tacoma – TMC 1.95.040 *Deposit requirements and installment payments permitted*.

Proposed City Code Language

5.75.050 Notice of recurring fees.
Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.

Measure 4: Make landlord failure to comply with required termination notice a renter defense to an unlawful detainer action and the landlord subject to liability and penalties

Notes

- Right to counsel for indigent tenants per RCW 59.18.640
- City would need to provide education packet and require information
- Civil penalties would likely be available a deterrent
- Would likely be applicable only if a court case is filed
- RCW 59.18.240 addresses retaliation by landlord and the City would probably want to have a similar Tumwater specific provision

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

Not sure if this is of interest here, but RCW **59.18.090** addresses landlord's failure to remedy defective condition – tenant's choice of actions:

*If, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW **59.18.070**, the landlord fails to remedy the defective condition within a reasonable time the tenant may:*

(1) Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case he or she shall be discharged from payment of rent for any period following the quitting date, and shall be entitled to a pro rata refund of any prepaid rent, and shall receive a full and specific

*statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW **59.18.280**;*

(2) Bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under this chapter or otherwise provided by law; or

(3) Pursue other remedies available under this chapter.

You may also want to review **RCWs 59.18.100 and 59.18.110**. They address other Landlord failures to carry out duties, but may not necessarily be specific to what was discussed in the meeting.

RCW 59.18.240 discusses prohibited reprisals or retaliatory actions by landlord:

So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:

(1) Complaints or reports by the tenant to a governmental authority concerning the failure of the landlord to substantially comply with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises, if such condition may endanger or impair the health or safety of the tenant; or

(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.

"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:

(a) Eviction of the tenant;

(b) Increasing the rent required of the tenant;

(c) Reduction of services to the tenant; and

(d) Increasing the obligations of the tenant.

Applicable Regulations from Other Jurisdictions

- City of Tacoma – TMC 1.95.090(A)(2) *Compliance and enforcement*.

Proposed City Code Language

See section in red below.

5.75.130 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after _____, 2022, 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 RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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 give a one hundred and twenty (120) day or ninety (90) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

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

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (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, the City shall presume

that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).

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

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

D. Violations.

1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.

Measure 5: Prohibit waiving of city requirements

Notes

- Same waiver protections for municipal requirements as RLTA (RCW 59.18.230)
- RCW 59.18.230 addresses the prohibition of waivers in leases and the City would probably want to have a similar Tumwater specific provision.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.230 was revised in 2022. It now reads as follows:

*(1)(a) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW **59.18.360** and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.*

*(b) Any agreement, whether oral or written, between a landlord and tenant, or their representatives, and entered into pursuant to an unlawful detainer action under this chapter that requires the tenant to pay any amount in violation of RCW **59.18.283** or the statutory judgment amount limits under RCW **59.18.410** (1) or (2), or waives any rights of the tenant under RCW **59.18.410** or any other rights afforded under this chapter except as provided in RCW **59.18.360** is void and unenforceable. A landlord*

*may not threaten a tenant with eviction for failure to pay nonpossessory charges limited under RCW **59.18.283**.*

(2) No rental agreement may provide that the tenant:

(a) Agrees to waive or to forgo rights or remedies under this chapter; or

(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or

(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or

(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or

(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or

(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.

(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed ((~~five hundred dollars~~))$500, costs of suit, and reasonable attorneys' fees.

(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to ((~~five hundred dollars~~))$500 per day but not to exceed ((~~five thousand dollars~~))$5,000, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.

*In any action, including actions pursuant to chapters **7.64** or **12.28** RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where it appears to be to the satisfaction of the court that the moving party is proceeding in good faith and has, prima facie, a meritorious claim for immediate delivery or redelivery of said property.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070(B) *Just cause eviction*.
- City of Burien – BMC 5.63.070(2) *Just cause eviction*.
- City of Kenmore – KMC 8.55.040 *Rental agreement that waives tenant's remedies prohibited – Exception.*
- City of Tacoma – TMC 1.95.090(A)(3)(b) *Compliance and enforcement*.

Proposed City Code Language

See section in red below.

5.75.130 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after _____, 2022, 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 RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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 give a one hundred and twenty (120) day or ninety

(90) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

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

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (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, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).

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

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

D. Violations.

1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.

Measure 7: Require notification a set number of days prior to a no-cause termination

Part 1

Notes

- State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236

- Would 90 days be more useful and when would be the best situations?
- For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord
- RCW 59.18.200 and RCW 59.18.650 cover eviction notice. I think this takes care of our concerns. No additional action required.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

This is addressed in **RCW 59.18.200(2)** as follows:

(2)(a) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least 90 days before the tenancy ends to effectuate such change in policy. Such 90-day notice shall be in lieu of the notice required by subsection (1) of this section. However, if after giving the 90-day notice the change in policy is delayed, the notice requirements of subsection (1) of this section shall apply unless waived by the tenant.

*(b) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends, in compliance with RCW **64.34.440**(1), to effectuate such change. The 120-day notice is in lieu of the notice required in subsection (1) of this section. However, if after providing the 120-day notice the change to a condominium form of ownership is delayed, the notice requirements in subsection (1) of this section apply unless waived by the tenant.*

*(c)(i) Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends. This subsection (2)(c)(i) does not apply to jurisdictions that have created a relocation assistance program under RCW **59.18.440** and otherwise provide 120 days' notice.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070 *Just cause eviction*.
- City of Burien – BMC 5.63.
- City of Tacoma – TMC 1.95.070 *Notice to vacate requirements*.

Proposed City Code Language

- The General Government Committee recommended changing the state required 60-day notice to a 90-day notice at their October 12, 2022 briefing. See section in red below.

5.75.090 Notice to vacate requirements.

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.

B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.

C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least ninety (90) days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.

D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.

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

3. 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. 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 Forcible Entry and Forcible 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 "International Property Maintenance Code", TMC 15.18, or other city regulations or is found to be either derelict or unfit.

Part 2

Notes

- Need to review state law for exemptions for military families on evictions.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.200(b) states,

(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a rental agreement with less than 20 days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a 20-day written notice.

And **RCW 59.18.220** outlines armed forces exceptions to end of tenancy as follows:

*(1) Except as limited under RCW **59.18.650**, in cases where premises are rented for a specified time, by express or implied contract, the tenancy shall be deemed expired at the end of such specified time upon notice consistent with RCW **59.18.650**, served in a manner consistent with RCW **59.12.040**.*

(2) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a tenancy for a specified time if the tenant receives permanent change of station or deployment orders. Before ending the tenancy, the tenant, or that tenant's spouse or dependent, shall provide written notice of 20 days or more to the landlord, which notice shall include a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:

(a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The service member is prematurely or involuntarily discharged or released from active duty;

(c) The service member is released from active duty after having leased the rental premises while on active duty status and the rental premises is 35

miles or more from the service member's home of record prior to entering active duty;

(d) After entering into a rental agreement, the commanding officer directs the service member to move into government provided housing;

(e) The service member receives temporary duty orders, temporary change of station orders, or active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period not less than 90 days; or

(f) The service member has leased the property, but prior to taking possession of the rental premises, receives change of station orders to an area that is 35 miles or more from the location of the rental premises.

Applicable Regulations from Other Jurisdictions

- None.

Proposed City Code Language

- No changes proposed.

Measure 8: Require notification a set number of days prior to any rent increase

Notes

- See City of Kenmore example below:

  8.55.020 Regulations.
  For any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Kenmore entered into after September 1, 2019, the landlord shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase by 10 percent or more over the periodic or monthly rental rate charged the same tenant for the same rental unit and same services for any period or month during the preceding 12-month period.

- 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019
- City of Olympia recently updated there notice time as follows:
  - 120 days notice required for rent increases over 5% (Effective four month after adoption of Olympia's ordinance in August 2022)

  - 180 days notice required for rent increases over 10% (Effective six month after adoption of Olympia's ordinance in August 2022)
- Staff supports adding the City of Olympia recent changes.
- Should be limit on the frequency of rent increases? Maybe the formula of giving notice takes care of that. If a landlord really wants a 30% rent increase, they could do a series of smaller increases over time, or could just do the 180 day notice and have it done.
- RCW 59.18.140 addresses notice of rent increase and no additional action required.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.140(3)(a) and **(b)** state:

(3)(a) Except as provided in (b) of this subsection, a landlord shall provide a minimum of sixty days' prior written notice of an increase in the amount of rent to each affected tenant, and any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.

(b) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted*.
- City of Kenmore – KMC 8.55.020 *Regulations*.
- City of Tacoma – TMC 1.95.060 *Notice to increase rent requirements*.
- City of Olympia – OMC 5.82 *Rental housing code*.

Proposed City Code Language

5.75.070 Notice to increase rent requirements.

A. Special circumstances.

1. A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

3. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.

4. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.

B. Circumstances not addressed by TMC 5.75.070(A).

1. A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.

Additional Notes

- Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. Staff recommends starting this program with larger rental properties.
- This action is expected to require a high level of effort to implement and have a medium effect on housing supply.
- A City communications strategy will be needed.

- Discuss with Elisa Sparkman with the Thurston County Housing Action Team, the County Healthy Homes Program, and Christa at the City of Olympia.
- This action will require City Council consideration of an ordinance to amend TMC Title 5 *Business Taxes, Licenses and Regulations* and funding for staffing through the 2023-24 biennial budgeting process.

V. Additional Notice Required

Pursuant to EHB 2971, passed by the 2016 state legislature and codified at RCW 64.06.080 and RCW 43.110.030(2)(e), the Municipal Research and Service Center is directed to provide the following on its website:

- A summary of all requirements imposed by cities, towns, and counties on landlords or sellers of real property to provide information to a buyer or tenant "pertaining to the subject property or to the surrounding area"; and
- An internet link to the ordinances, resolutions, or policies imposing those requirements.

For that reason, City should provide to Municipal Research and Service Center a summary of any pertinent ordinance, resolution, or policy that impose requirements on sellers or landlords to disclose designated information to purchasers or renters; and an internet link to the ordinance, resolution, or policy.

Appendix 1. City of Olympia Rental Housing Ordinance

Olympia City Council passed an ordinance (OMC 5.82) on August 16, 2022 that provides additional protections for Olympia renters. The ordinance includes the following provisions:

- Limits pet deposits to 25% of one month's rent and allows tenants the ability to pay the deposit over 3 consecutive monthly payments (Effective September 20, 2022)
- Limits move-in costs to one month's worth of rent (move in costs can include a security deposit and/or last month's rent) (Effective September 20, 2022)
- Requires 120 days' notice for rent increases over 5% (Effective December 19, 2022)
- Requires 180 days' notice for rent increases over 10% (Effective February 17, 2023)

Note that these provisions do not apply to subsidized housing properties where the amount of rent is calculated based on tenant income, but do apply to landlords who rent to tenants who use a Section 8 Housing Choice voucher.

Appendix 2. **City of Auburn Ordinances and Regulations**

Auburn City Code **Chapter 18.04** - Definitions for Communal Residence, Family, Foster Care Homes, Group Residence Facilities, Renting of Rooms, Assisted Living Facilities, Convalescent Homes, Supportive Housing

Auburn City Code **Chapter 18.07.020** - Permitted Use Table for Residential Zones

Auburn City Code **Chapter 18.31.130** - Communal Residence Standards

Ordinance 6560 - 2015 Communal Residence Code Amendments

Auburn City Code **Chapter 5.22** - Rental Housing Business License Requirements

---

The following is what is required by the City of Auburn as of 2020 at three different phases of the rental process:

1. At time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City for the purpose of obtaining information on:
    - Local code enforcement action relating to the property
    - Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already registered to vote.
2. When a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following:
    - Rental Housing Code (ACC 5.23)
    - Auburn Building and Property Maintenance Code
    - Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
    - Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)
3. During tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:
    - 14-day pay or vacate
    - 3-day for waste or nuisance
    - 10-day comply or vacate

- Notice to terminate tenancy

Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Auburn. The initial distribution of information to tenants

must be in written form and landlords must obtain tenant's signature documenting receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23)

Chapter 5.23

RENTAL HOUSING POLICY

Sections:

5.23.010 Purpose and intent.
5.23.020 Definitions.
5.23.030 Distribution of information required.
5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.
5.23.050 Notice requirement generally – Reasonable accommodation request.
5.23.060 Notice of proposed sale of low-income housing.
5.23.070 Just cause eviction.
5.23.080 Compliance and enforcement.

5.23.010 Purpose and intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Auburn. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. (Ord. 6786 § 1, 2020.)

5.23.020 Definitions.

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

A. "Assisted housing development" means a multifamily rental housing development that both 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.

B. "Days" means calendar days unless otherwise provided.

C. "Director" means the director of community development of the city of Auburn department of community development, or the director of community development's designee.

D. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

E. "Immediate family member" includes the spouse or domestic partner, dependent children, and other dependent relatives.

F. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed. As of the effective date of the ordinance codified in this chapter, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

G. "Nonrefundable move-in fees" means nonrefundable 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).

H. "Owner" means the owner of record as shown on the last King County tax assessment roll or such owner's authorized agent.

I. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

J. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

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

L. "Substantial rehabilitation" means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant's dwelling unit at issue. Any "substantial rehabilitation" as provided herein requires displacement of a tenant.

M. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. (Ord. 6786 § 1, 2020.)

5.23.030 Distribution of information required.

A. *Distribution of Resources by Landlord.*

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Auburn informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. *Distribution of Information Packets by Landlord.*

1. The director of community development shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (Chapter 15.20 ACC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the director of community development to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the director of community development includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director of community development liable for any misstatement or misinterpretation of the applicable laws.

C. *Notice of Resources.* A landlord is required to provide a copy of resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. (Ord. 6786 § 1, 2020.)

5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.

A. A landlord may not increase the rent or charge any nonrent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase shall take effect. Any rental increase of five percent or less may be served in accordance with state or other applicable law.

a. Pursuant to RCW 58.19.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

b. Any notice of a rent increase shall be served in accordance with RCW 59.12.040.

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets; provided, that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed $10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement; provided, that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with the written lease or rental agreement.

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

C. *Fixed-Term Tenancies for Three Months or Longer.* For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

D. *Month-to-Month or Two-Month Tenancy.* For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

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

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

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

H. 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.

I. Nothing in this chapter 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. (Ord. 6786 § 1, 2020.)

5.23.050 Notice requirement generally – Reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. (Ord. 6786 § 1, 2020.)

5.23.060 Notice of proposed sale of low-income housing.

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the director of community development of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of community development of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or

2. Properties where 20 percent or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section. (Ord. 6786 § 1, 2020.)

5.23.070 Just cause eviction.

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not 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). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter 5.22 ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter 5.22 ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;

5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;

6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

a. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

b. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;

9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;

10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title 18 after receipt of a notice of violation;

11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and:

a.

i. The number of such individuals was more than is lawful under the current version of ACC Title 15 or 18, and

ii. That number has not increased with the knowledge or consent of the owner, and

iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and

b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and

d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than

the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title 15 and the emergency conditions identified in the order have not been corrected;

13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;

14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

a. Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

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

C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection (A)(5), (A)(6) or (A)(13) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense

to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (A)(5), (A)(6), (A)(8), (A)(11), (A)(12) or (A)(13) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (A)(5), (A)(6) or (A)(8) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to $2,000, costs of suit, or arbitration and reasonable attorney's fees. (Ord. 6786 § 1, 2020.)

5.23.080 Compliance and enforcement.

A. *Powers and Duties of the Director of Community Development.*

1. The director of community development is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

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

3. The director of community development is authorized to request records from landlord and the landlord shall allow the director of community development 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.

B. *Violation.*

1. If a violation of this chapter occurs, the director of community development shall utilize the procedures outlined in Chapter 5.15 ACC.

2. The director of community development may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director of community development finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director of community development may issue a penalty that shall be $1,000.

3. Any civil penalties paid by the landlord shall be kept by the city and may be utilized to help offset payments that are due by the tenant.

4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.

a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.

b. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

C. *Administrative Review by the Director.*

1. *General.* A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

2. *How to Request Administrative Review.* A person may request an administrative review of the notice of violation or penalty by filing a written request with the director of community development within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director of community development should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director of community development shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

3. *Decision of Director.* After considering all of the information provided, the director of community development shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director of community development'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.

D. *Appeals to the Hearing Examiner of Director's Decision.* Appeal of the director's decision shall be made within 10 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 Chapters 2.46 and 5.15 ACC. (Ord. 6786 § 1, 2020.)

The Auburn City Code is current through Ordinance 6849, passed February 22, 2022.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63)

Chapter 5.63

RENTAL HOUSING POLICY

Sections:

5.63.010 Purpose and intent.

5.63.020 Definitions.

5.63.030 Distribution of information required.

5.63.040 Deposit requirements and installment payments permitted.

5.63.050 Notice requirement generally – Reasonable accommodation request.

5.63.060 Notice of proposed sale of low-income housing.

5.63.070 Just cause eviction.

5.63.075 Housing ombudsman.

5.63.080 Compliance and enforcement.

5.63.010 Purpose and intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Burien. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Burien. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Burien. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Burien residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. [Ord. 716 § 1 (Exh. A), 2019]

5.63.020 Definitions.

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

(1) "Assisted housing development" means a multifamily rental housing development that both 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.

(2) "Days" means calendar days unless otherwise provided.

(3) "Director" means the city of Burien director of planning and community development, or the director's designee.

(4) "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not 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, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

(6) "Immediate family member" includes the spouse or domestic partner, dependent children, and other dependent relatives.

(7) "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed. As of the effective day of the ordinance codified in this chapter, the RLTA defines "landlord" as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager."

(8) "Nonrefundable move-in fees" means nonrefundable 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).

(9) "Owner" means the owner of record as shown on the last King County tax assessment roll or such owner's authorized agent.

(10) "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

(11) "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

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

(13) "Substantial rehabilitation" means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant's dwelling unit at issue. Any "substantial rehabilitation" as provided herein requires displacement of a tenant.

(14) "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. [Ord. 716 § 1 (Exh. A), 2019]

5.63.030 Distribution of information required.

(1) Distribution of Resources by Landlord.

(a) At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Burien informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

(b) In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

(2) Distribution of Information Packets by Landlord.

(a) The director shall prepare, and update as necessary, summaries of this chapter, the Burien Building and Property Maintenance Code (Chapter 15.40 BMC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and fair housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

(b) A landlord shall provide a copy of the summaries prepared by the director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

(c) Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

(d) For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

(e) The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a

landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

(f) The packet prepared by the director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director liable for any misstatement or misinterpretation of the applicable laws.

(3) Notice of Resources. A landlord is required to provide a copy of a resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. [Ord. 716 § 1 (Exh. A), 2019]

5.63.040 Deposit requirements and installment payments permitted.

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

(2) Fixed-Term Tenancies for Three Months or Longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

(3) Month-to-Month or Two-Month Tenancy. For any rental agreement term that establishes a tenancy from month to month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

(4) A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

(5) Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

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

(7) 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.

(8) Nothing in this chapter 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. [Ord. 716 § 1 (Exh. A), 2019]

5.63.050 Notice requirement generally – Reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. [Ord. 716 § 1 (Exh. A), 2019]

5.63.060 Notice of proposed sale of low-income housing.

Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Seattle metropolitan statistical area, as adjusted for household size, shall notify the director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this section, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. [Ord. 716 § 1 (Exh. A), 2019]

5.63.070 Just cause eviction.

(1) Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not 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). Owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can

prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Burien as required by Chapter 5.62 BMC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Burien pursuant to Chapter 5.62 BMC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

(a) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

(b) The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

(c) The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

(d) The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;

(e) The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director may reduce the time required to give notice to no less than 60 days if the director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection (1)(e) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

(f) The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director may reduce the time required to give notice to no less than 60 days if the director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the

purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

(i) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

(ii) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

(g) The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

(h) The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;

(i) The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;

(j) The owner seeks to discontinue use of a housing unit unauthorized by BMC Title 19 after receipt of a notice of violation;

(k) The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by BMC Title 15; and

(i) (A) The number of such individuals was more than is lawful under the current version of BMC Title 15; and

(B) That number has not increased with the knowledge or consent of the owner; and

(C) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and

(ii) The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

(iii) After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and

(iv) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

(l) An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to BMC Title 15 and the emergency conditions identified in the order have not been corrected;

(m) The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of BMC Title 19;

(n) A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

(i) Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

(ii) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

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

(3) With any termination notices required by law, owners terminating any tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

(4) If a tenant who has received a notice of termination of tenancy claiming subsection (1)(e), (f) or (m) of this section as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director, then the owner must, within 10 days of being notified by the director of the complaint, complete and file with the director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

(5) In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

(6) It shall be a violation of this section for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (1)(e), (f), (h), (k), (l) or (m) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

(7) An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (1)(e), (f) or (h) of this section as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to $2,000, costs of suit, or arbitration and reasonable attorney's fees. [Ord. 716 § 1 (Exh. A), 2019]

5.63.075 Housing ombudsman.

(1) It is the intent of the city of Burien to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the city of Burien city council.

(2) The office of housing ombudsman is hereby established in the city of Burien for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the city of Burien.

(3) The housing ombudsman shall report to the city manager. This arrangement helps to guarantee the independence of the housing ombudsman, who is not only providing a direct service to citizens but is performing a role in legislative oversight of the city of Burien housing ombudsman program by reporting to the city manager.

(4) The housing ombudsman shall be a person of recognized judgment, objectivity and integrity who is well equipped to analyze problems of law, administration and public policy.

(5) No person while serving as ombudsman:

(a) Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as ombudsman; or

(b) Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.

(6) The housing ombudsman shall follow the policies, rules and procedures as adopted by the city of Burien for the office of housing ombudsman. [Ord. 716 § 1 (Exh. A), 2019]

5.63.080 Compliance and enforcement.

(1) Powers and Duties of the Director.

(a) The director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the director shall hold one or more public hearings prior to adoption of final rules and regulations.

(b) The director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

(c) The director is authorized to request records from landlord and the landlord shall 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.

(2) Notice of Violation.

(a) If a violation of this chapter occurs, the director shall issue a notice of violation. A notice of violation shall include:

(i) 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;

(ii) A description of the violation and a reference to the provisions of this chapter which have been violated;

(iii) A description of the action required to comply with the provisions of this chapter;

(iv) 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 the city clerk no later than 10 days after the notice of violation has been issued;

(v) A statement that penalties will accrue as provided in this chapter;

(vi) An advisory letter to provide the landlord with a timeline of the process and an invitation to conciliate.

(b) 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.

(3) Civil Penalties.

(a) Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

(i) For a violation of distribution of information required (BMC 5.63.030), deposit requirements and installment payments (BMC 5.63.040), or notice requirement generally (BMC 5.63.050), a landlord shall be subject to the following penalties:

(A) For the first violation for each affected dwelling unit, $500.00; and

(B) For each affected dwelling unit for each subsequent violation within a three-year period, $1,000.

(ii) Unless otherwise stated in BMC 5.63.070(7), for a violation of just cause eviction (BMC 5.63.070) a landlord shall be subject to the following penalties:

(A) For each violation from the date the violation begins for the first 10 days of noncompliance, $250.00 per day, per dwelling unit;

(B) For each violation for each day beyond 10 days of noncompliance until compliance is achieved, $500.00 per day, per dwelling unit.

(b) The director may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director may issue a penalty that shall be $1,000.

(c) Any civil penalties paid by the landlord shall be kept by the city.

(4) Administrative Review by the Director.

(a) General. A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

(b) How to Request Administrative Review. A person may request an administrative review of the notice of violation or penalty by filing a written request with the director within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

(c) Decision of Director. After considering all of the information provided, the director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or 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.

(5) Appeals to the Hearing Examiner of Director's Decision. Appeal of the director's decision shall be made within 10 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 Chapter 2.15 BMC. [Ord. 716 § 1 (Exh. A), 2019]

Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55)

Chapter 8.55

NOTICE OF RENT INCREASE

Section:

8.55.010 Definitions.
8.55.020 Regulations.
8.55.030 Provisions in violation of restrictions null and void.
8.55.040 Rental agreement that waives tenant's remedies prohibited – Exception.

8.55.010 Definitions.

A. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord-Tenant Act of 1973 (RLTA) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, RLTA defined landlord as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part," and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

B. "Rental agreement" means a rental agreement as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of the passage of the ordinance codified in this chapter, the RLTA defined rental agreement as "all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit."

C. "Rental unit" means a residential dwelling unit as defined in KMC 18.20.810, occupied or rented by a tenant.

D. "Tenant" means a tenant as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement." [Ord. 19-0484 § 2 (Exh. A).]

8.55.020 Regulations.

For any *rental agreement* or renewal of a *rental agreement* for a residential *rental unit* in the City of Kenmore entered into after September 1, 2019, the *landlord* shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a *tenant* are to increase by 10 percent or more over the periodic or monthly rental rate charged the same *tenant* for the same *rental unit* and same services for any period or month during the preceding 12-month period. [Ord. 19-0484 § 2 (Exh. A).]

8.55.030 Provisions in violation of restrictions null and void.
Any provisions in violation of KMC 8.55.020 in a *rental agreement* are null and void and of no lawful force and effect. [Ord. 19-0484 § 2 (Exh. A).]

8.55.040 Rental agreement that waives tenant's remedies prohibited – Exception.
A. No rental agreement, whether oral or written, may provide that the tenant waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A landlord and tenant may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and

2. The agreement may not appear in a standard form written lease or rental agreement; and

3. There is no substantial inequality in the bargaining position of the two parties; and

4. The attorney for the tenant has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section. [Ord. 19-0484 § 2 (Exh. A).]

Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95)

CHAPTER 1.95

RENTAL HOUSING CODE

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.

1.95.010 Purpose and Intent.
The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Tacoma.

It is the City's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Tacoma. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Tacoma residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

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 premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

"Director" means the Director of the City of Tacoma, Office of Equity and Human Rights, 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.

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

"Immediate family member" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

"Landlord" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

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

"Rental agreement" or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

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

"Substantial rehabilitation" is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

"Tenant" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tacoma informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, findings or settlements related to housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources.

A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.040 Deposit requirements and installment payments permitted.

A. Installment payments, generally.

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

B. Fixed-term tenancies for three months or longer.

For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to

reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

C. Month-to-month or two-month tenancy.

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

D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(3).

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

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

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.050 Notice requirement generally – reasonable accommodation request.
A landlord shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant related to the service of any notice required by this chapter.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.060 Notice to increase rent requirements.
A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing

costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

(Ord. 28596 Ex. A; passed Jul. 9, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

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

B. Requirement for notice to tenant when tenant displaced.

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

C. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

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

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at 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;

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

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

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

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

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

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

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

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

c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it 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.

f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day 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.

q. 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 or 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:

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.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28645 Ex. A; passed Dec. 17, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.080 Tenant relocation assistance.

A. Tenant relocation assistance for condemned or unlawful dwelling.

Landlords are required to comply with the relocation assistance and related requirements pursuant to RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant's remedies – Relocation assistance – Penalties.

B. Tenant relocation assistance for low-income tenants when residential property demolished, substantially rehabilitated, or upon the change of use.

1. When tenant relocation assistance applies.

This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except as otherwise expressly required by state or federal law, and with the exception of displacement of tenants from the following:

a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord's control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;

b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and Structures Code, because of damage within the landlord's control;

c. Any dwelling unit owned or managed by the Tacoma Housing Authority;

d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;

e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and

f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain the following:

a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and

b. A description of the relocation benefits potentially available to eligible tenants.

3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B. the landlord shall also deliver a Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall provide the Director with a list of names of the legal tenants and number of dwelling units for the dwelling units at issue.

5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause,

is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of "good cause." If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

7. Relocation assistance verification.

Within 14 days of the Director's receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants' 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit's certification form indicates eligibility for relocation assistance.

8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of $2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.

d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

9. Appeal.

a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or landlord.

b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

(1) In violation of constitutional provisions;

(2) In excess of the authority or jurisdiction of the administrative hearing officer;

(3) Made upon unlawful procedure or otherwise is contrary to law; or

(4) Arbitrary and capricious.

10. If the City makes no appropriation to support this relocation assistance program in this subsection TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as otherwise provided.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

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.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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:

(1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, with service conforming with RCW 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

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

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

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

5. Joint and Several Responsibility and Liability.

Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, 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, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

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 case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

C. Powers and duties of the Director.

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

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

3. The Director is authorized to request records from landlord and the landlord shall 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.

D. Notice of Violation.

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

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;

b. A description of the violation and a reference to the provisions of this chapter which have been violated;

c. A description of the action required to comply with the provisions of this chapter;

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 the City Clerk no later than ten days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

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.

E. Civil Penalties.

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

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 (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:

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

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

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

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

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

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

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

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

F. Administrative Review by Director.

1. General.

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

2. How to request administrative review.

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

3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or 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.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.100 Severability.

If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.

(Ord. 28559 Ex. A; passed Nov. 20, 2018

Attachment B

ORDINANCE NO. O2022-010

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 5.70 *Unfair Housing Practices* of the Tumwater Municipal Code as more particularly described herein.

WHEREAS, in 2010 the City Council passed Ordinance O2010-022 establishing a policy to assure equal opportunity to all persons to live in decent housing; and prohibiting discrimination, including use of federal housing assistance; and

WHEREAS, in 2018 the City Council passed Resolution R2018-016, which included a number of actions to start to reduce homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

WHEREAS, Resolution R2018-016 included Action #9 under "Boost Housing Affordability" to enact policies to protect tenants experiencing housing instability; and

WHEREAS, after the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

WHEREAS, since 2018, the City has been reviewing actions and measures to take to support tenant protections as a way to make it easier for people in the City who rent to access housing and stay housed; and

WHEREAS, a City work group explored a range of potential measures to address Resolution No. R2018-016 Action #9, so that the City Council could make an informed decision on which actions to pursue; and

WHEREAS, the City work group met in 2018 and 2019 to review the City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices*, as well as the state's requirements under the Residential Landlord-Tenant Act (RLTA) (RCW 59.18) and what other jurisdictions are doing to address tenant protections; and

WHEREAS, the City work group prepared a draft list of potential measures that the City could undertake; and

WHEREAS, the City Council discussed the draft list of potential measures at a worksession on March 26, 2019 and moved one potential measure to an action item; and

WHEREAS, the draft list of potential measures was updated on April 8, 2019 to address additional upfront costs to tenants and to change immigration status to citizenship status; and

WHEREAS, in late 2019 and early 2020, City staff met with individual landlords and tenants to discuss the list of potential measures; and

WHEREAS, in late 2019 and early 2020, the City work group shared its list of potential measures with staff at Thurston County and the cities of Olympia and Lacey with the intent of working on some of the potential measures regionally; and

WHEREAS, since 2018, the state legislature has passed a number of bills on the state level addressing tenant protections in the RLTA; and

WHEREAS, the draft list of potential measures has been updated to reflect these state actions; and

WHEREAS, in 2020 the City Council passed Ordinance O2020-019 to add and update the protected parties and definitions in TMC 5.70 *Unfair Housing Practices*; and

WHEREAS, in September 2021, the City Council adopted the *Tumwater Housing Action Plan,* which will inform the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs; and

WHEREAS, the *Tumwater Housing Action Plan* contains three strategies and ten actions that the City has agreed to undertake that are most relevant to addressing tenant protections; and

WHEREAS, *Tumwater Housing Action Plan* Action 2.e. states, "Identify and implement appropriate tenant protections that improve household stability"; and

WHEREAS, the General Government Committee held a briefing to discuss tenant protections on February 9, 2022; and

WHEREAS, the City Council held a worksession to discuss tenant protections on March 22, 2022; and

WHEREAS, the General Government Committee held a briefing on the proposed code amendments on October 12, 2022 and the City Council held a worksession on November 22, 2022; and

WHEREAS, on December 6, 2022 the City Council held a public hearing and considered the proposed code amendments; and

WHEREAS, the Tumwater City Council finds it is in the best interests of its residents to update its policy to include additional tenant protections.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 5.70.010 of the Tumwater Municipal Code is hereby amended to read as follows:

5.70.010 Declaration of Policy.

It is declared to be the policy of the city in the exercise of its police power for the public safety, public health, and general welfare, for the maintenance of business and good government and for the promotion of the city's trade, commerce and manufacturers to assure equal opportunity to all persons to live in decent housing facilities regardless of race, creed, color, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, families with children status, age, marital status, sexual orientation, genetic information, or source of income, and to that end to prohibit discrimination in housing by any person, including real estate brokers, real estate salesmen and agents, owners of real property and lending institutions, to forward the cause of community, and to secure a reduction of all tensions and discriminations because of race, creed, color, religion, national origin, citizenship or immigration status, honorably discharged veteran or military status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, families with children status, age, marital status, sexual orientation, genetic information, or source of income. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

Section 2. Section 5.70.020 of the Tumwater Municipal Code is hereby amended to read as follows:

5.70.020 Definitions.

Definitions as used in this chapter, unless additional meaning clearly appears from the context, shall have the following meanings:

A. "Commission" means the Washington State Human Rights Commission.

B. "Dwelling" means and includes any building containing one or more dwelling units.

C. "Dwelling unit" means and includes a suite of rooms for occupancy by one family containing space for living, sleeping, and preparation of food, and containing toilet and bathing facilities.

D. "Housing accommodations" means and includes any dwelling or dwelling unit, rooming unit, roominghouse, lot or parcel of land in the city which is used, intended to be used, or arranged or designed to be used as, or improved with a residential structure for one or more human beings.

E. "Lender" means and includes any bank, insurance company, savings or building and loan association, credit union, trust company, mortgage company, or other person engaged wholly or partly in the business of lending money for the financing or acquisition, construction, repair, or maintenance of a housing accommodation.

F. "Occupant" means and includes any person who has established residence or has the right to occupancy in a housing accommodation.

G. "Owners" means and includes persons who own, lease, sublease, rent, operate, manage, have charge of, control, or have the right of ownership, possession, management, charge, or control of the housing accommodation, on their own behalf or on behalf of another.

H. "Person" means and includes one or more individuals, partnerships, or other organizations, trade or professional associations, corporations, legal representatives, trustees, trustees in bankruptcy, and receivers.

I. "Person aggrieved" means any person against whom any alleged unfair housing practice has been committed.

J. "Prospective borrower" means and includes any person who seeks to borrow money to finance the acquisition, construction, repair, or maintenance of a housing accommodation.

K. "Prospective occupant" means and includes any person who seeks to purchase, lease, sublease, or rent a housing accommodation.

L. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

M. "Real estate agent, ~~salesman~~salesperson, or employee" means and includes any person employed by or associated with a real estate broker to perform or assist in the performance of any or all of the functions of real estate broker.

N. "Real estate broker" means and includes any person who for a fee, commission, or other valuable consideration lists for sale, sells, purchases, exchanges, leases or subleases, rents, or negotiates or offers or attempts to negotiate the sale, purchase, exchange, lease, sublease, or rental of a housing accommodation of another, or holds himself out as engaged in the business of selling, purchasing, exchanging, listing, leasing, subleasing, or renting a housing accommodation of another, or collects the rental for the use of a housing accommodation of another.

O. "Respondent" means any person who is alleged to have committed an unfair housing practice.

P. "Rooming unit" means and includes one or more rooms within a dwelling unit or roominghouse containing space for living and sleeping.

Q. "Sexual orientation" means actual or perceived male or female heterosexuality or homosexuality and includes a person's attitudes, preferences, beliefs, and practices pertaining thereto.

R. "Source of income" includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity, and wages, interest, dividends, or other remunerations. "Source of income" does not include income derived in an illegal manner.

S. "Unfair housing practice" means any act prohibited by this chapter.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

Section 3. Section 5.70.030 of the Tumwater Municipal Code is hereby amended to read as follows:

5.70.030 Unfair housing practices – Prohibited.

Unfair housing practices, as defined in this chapter, in the sale and offering for sale and in the rental and offering for rent of housing accommodations, are contrary to the public peace, health, safety, and general welfare, and are prohibited by the city in the exercise of its police power.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

Section 4. Section 5.70.040 of the Tumwater Municipal Code is hereby amended to read as follows:

5.70.040 Unfair housing practices – Designated.

A. No owner, lessee, sublessee, assignee, real estate broker, real estate ~~salesman~~salesperson, managing agent, or other person having the right to sell, rent,

lease, sublease, assign, transfer, or otherwise dispose of a housing accommodation shall refuse to sell, rent, lease, sublease, assign, transfer, or otherwise deny to, or withhold from any person or group of persons such housing accommodations, or segregate the use thereof, or represent that such housing accommodations are not available for inspection, when in fact they are so available, or expel or evict an occupant from a housing accommodation because of the race, creed, color, religion, ancestry, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, national origin, citizenship or immigration status, honorably discharged veteran or military status, gender, age, families with children status, marital status or sexual orientation of such person or persons, or ~~use of federal housing assistance~~the source of income by such person or persons, or discriminate against or segregate any person because of his/her race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income, in the terms, conditions, or privileges of the sale, rental, lease, sublease, assignment, transfer or other disposition of any such housing accommodations or in the furnishing of facilities or services in connection therewith.

B. A real estate broker, agent, ~~salesman~~ salesperson, or employee shall not, because of race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income of an occupant, purchaser, prospective occupant or prospective purchaser:

1. Refuse or intentionally fail to list or discriminate in listing a housing accommodation for sale, rent, lease, or sublease;

2. Refuse or intentionally fail to show to a prospective occupant the housing accommodation listed for sale, rental, lease, or sublease;

3. Refuse or intentionally fail to accept and/or transmit to an owner any reasonable offer to purchase, lease, rent, or sublease a housing accommodation;

4. Otherwise discriminate against an occupant, prospective occupant, purchaser, or prospective purchaser of a housing accommodation.

C. No person, bank, banking organization, mortgage company, insurance company, or other financial institution or lender, or any agent or employee thereof, to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodation shall:

1. Discriminate against any person or group of persons because of race, creed, color, religion, ancestry, national origin, citizenship or immigration status,

gender, the presence of any sensory, mental, or physical disability or the use of a dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income of such person or group of persons or of the prospective occupants or tenants of such real property in the granting, withholding, extending, modifying or renewing, or in the rates, terms, conditions or privileges of, any such financial assistance or in the extension of services in connection therewith; or

2. Use any form of application for such financial assistance, or make any record of inquiry in connection with applications for such financial assistance which expresses, directly or indirectly, any limitation, specification, or discrimination, on the ground of race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or use of a dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation or ~~use of federal housing assistance~~the source of income.

D. An owner, person, real estate broker, agent, ~~salesman~~salesperson, employee, or lender shall not:

1. Require any information, make or keep any record, or use any form of application containing questions or entries concerning race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or use of a guide dog or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income in connection with the sale, rental, lease or sublease of any housing accommodation;

2. Publish, circulate, issue or display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement, or sign of any kind relating to the sale, rental, lease, sublease, assignment, transfer or listing of a housing accommodation or accommodations which indicate any preference, limitation, specification, or discrimination based on race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income;

3. Aid, abet, incite, compel, or coerce the doing of any act defined in this chapter as an unfair housing practice, or obstruct or discriminate against a person in any manner because he/she has complied, or proposes to comply, with the provisions of this chapter or has filed a complaint, testified, or assisted in any proceeding under this chapter, or any order issued thereunder, or attempt, either directly or indirectly, to commit any act defined in this chapter to be an

unfair housing practice, or apply any economic sanctions or deny any membership privileges because of compliance with the provisions of this chapter.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

Section 5. Section 5.70.050 of the Tumwater Municipal Code is hereby amended to read as follows:

5.70.050 Exclusions.

A. Nothing in this chapter shall:

1. Prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than commercial purpose to persons of the same religion, or from giving preference to such persons; provided, that:

   a. Membership in such religion is not restricted on account of race, color, or national origin;

   b. Such limitation or preference is reasonably in the furtherance of a religious purpose or activity, as of the date of passage of the ordinance codified in this chapter;

2. Prohibit any person from limiting the rental or occupancy of housing accommodation in any sorority, fraternity, school dormitory or similar residential facility to persons of one sex where considerations of personal privacy exist;

3. Be interpreted to prohibit any person from making a choice among prospective purchasers or tenants of real property on the basis of factors other than race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income;

4. Apply the provisions of this chapter prohibiting discrimination based on familial status to housing for older persons as defined by the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. 3607(B)(1) through (3) as amended by the Housing for Older Persons Act of 1995, P.L. 104-76, as enacted on December 28, 1995, or hereafter amended.

B. To the extent that distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, or government contract, it is not an unfair practice.

C. Nothing in this chapter shall apply to the renting, subrenting, leasing or subleasing of a single-family or duplex dwelling unit wherein the owner or person

entitled to possession thereof normally maintains, or intends to maintain, a permanent residence, home or abode.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

Section 6. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 8. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 9. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this _____day of _____, 2022.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Attachment C

Tumwater Housing Action Plan

Tenant Protection Ordinances

O2022-010 and O2022-012

November 22, 2022
City Council Worksession

Background

- In support of R2018-016 Action #9, City staff reviewed measures supporting renters accessing housing and staying housed
- In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which included tenant protection actions
- City staff integrated R2018-016 measures and *Tumwater Housing Action Plan* actions in 2022

Background

- The General Government Committee reviewed the actions on January 12 and February 9, 2022
- City Council prioritized the actions on March 22, 2022, which included two ordinances to address tenant protections
- On October 12, 2022, the General Government Committee was briefed on the ordinances and recommended approval with one change

Background

To develop the two ordinances, City staff reviewed:

1. The City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices*
2. The state's requirements under the Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
3. The state legislature amendments to the RLTA since 2018
4. What other jurisdictions are doing to address tenant protections

Amendments

Code amendments include:

- O2022-010 *Unfair Housing Practices*, which makes minor updates to TMC 5.70 *Unfair Housing Practices*
- O2022-012 *Rental Housing Code*, which creates a new Chapter TMC 5.75 *Rental Housing Code*

O2022-012 Amendments

Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants

TMC 5.75.030

- Requires landlords to distribute summaries of state and local fair housing laws and resources
- Creates a City website for housing related information, including rights and responsibilities for tenants

O2022-012 Amendments

Measure 3: Require that deposits, as well as recurring and one time fees be in written agreements

TMC 5.75.050

- The written rental agreement must:
  - ✓ Include recurring fees that are not deposits addressed by RCW
  - ✓ Clearly specify fees that are recurring and non-refundable
- Establishes a penalty if this is not done

O2022-012 Amendments

Measure 4: Make landlord failure to comply with required termination notice a renter defense to an unlawful detainer action and the landlord subject to liability and penalties

TMC 5.75.130(A)(3)

- For tenants this is an additional affirmative defense to an unlawful detainer action if a landlord fails to give a “no cause” notice to a monthly or periodic tenant

O2022-012 Amendments

Measure 5: Prohibit waiving of city requirements

TMC 5.75.130(A)(3)(b)

- A rental agreement cannot:
  - ✓ Waive any right, benefit, or entitlement created by TMC 5.75
  - ✓ Are voided with no lawful force or effect if they do

O2022-012 Amendments

Measure 7: Require notification a set number of days prior to a no-cause termination

TMC 5.75.090(C)

- Unless provided otherwise under federal or state law, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least ninety (90) days before the end of the month or period of tenancy

Note: On October 12, 2022, the General Government Committee recommended changing the 60-days notice under state law to 90-days

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(A)(1)

- A landlord is required to provide a minimum of 120 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than 5%

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(A)(2)

- A landlord is required to provide a minimum of 180 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than 10%

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(A)(3)

- If the rental agreement is a subsidized tenancy, a landlord must provide a written notice a minimum of 30 days prior to a rent increase

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(B)

- A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs charged a tenant increases by 5% or less

Next Steps

City Council

- Schedule City Council consideration of both ordinances for December 6, 2022

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: November 22, 2022

SUBJECT: Ordinance No. O2022-012, Rental Housing Code

---

1) Recommended Action:

Conduct a worksession on Ordinance No. O2022-012 and schedule the ordinance for consideration by the City Council for December 6, 2022.

---

2) Background:

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues. As part of that process, the City has been reviewing tenant protections to look for ways to make it easier for people in the City who rent to access housing and stay housed.

In September 2021, the City Council adopted the Tumwater Housing Action Plan, which will inform the City's Comprehensive Plan policies and development regulations and guide implementation strategies to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions that the City could undertake alone or on a regional basis to address tenant protection. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

1) Two ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*.

2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations and to consider using the program in the future for regular inspections of rental units;

3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services; and

Ordinance Nos. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code* address tenant protections in Title 5 *Business Taxes, Licenses and Regulations* and they are being considered at the same time. Ordinance Nos. O2022-010 Unfair Housing Practices contains minor amendments to TMC 5.70 *Unfair Housing Practices*, while Ordinance No. O2022-012 *Rental Housing Code* adds a new chapter entitled Chapter 5.75 *Rental Housing Code.*

The General Government Committee held a briefing on Ordinance No. O2022-010 on October 12, 2022. The General Government Committee asked that the ordinance go forward to the City Council for a worksession with a recommendation for approval with one modification to change the requirement that the landlord terminate a tenancy for no cause only after providing the tenant written notice of at least ninety (90) days rather than sixty (60)

days beforehand.

---

3) Policy Support:

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

---

4) Alternatives:

- ❑ Modify and recommend the City Council approve Ordinance No. O2022-012
- ❑ Recommend the City Council reject Ordinance No. O2022-012

---

5) Fiscal Notes:

This is an internally funded work program task.

---

6) Attachments:

A. Staff Report
B. Ordinance No. O2022-012
C. Presentation

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Memorandum

Date: November 22, 2022

To: City Council

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*

I. Issue

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

As part of this work, the City reviewed actions and measures to take to support tenant protections as a way to make it easier for City residents who rent to access housing and stay housed.

In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which informs the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions to address tenant protections that the City could undertake alone or on a regional basis. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

1) Ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*;
2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations with the potential of using the program in the future for regular inspections of rental units; and
3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services.

This memorandum discusses the two ordinances that address tenant protections in Title 5 *Business Taxes, Licenses and* Regulations (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*).

The General Government Committee received a briefing on the ordinances on October 12, 2022. The General Government Committee recommended changing the state required 60-day notice to a 90-day written notice in TMC 5.75.090 for when a landlord terminated a tenancy for no cause. With the change, the General Government Committee recommended approval of the two ordinances. The two ordinances are scheduled for a City Council worksession on November 22, 2022 with City Council consideration to follow on December 6, 2022.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022.

The General Government Committee

Contents

I. Issue 1
II. Background 2
III. Actions by Other Jurisdictions 3
IV. Addressing Proposed Tenant Protections 3
V. Additional Notice Required 22
Appendix 1. City of Olympia Rental Housing Ordinance 23
Appendix 2. City of Auburn Ordinances and Regulations 24
Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23) 26
Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63) 37
Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55) 48
Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95) 50

II. Background

In the spring of 2022, staff integrated *Tumwater Housing Action Plan* actions and City work group measures for City Council consideration in a suggested order of priority items to address the Action #9 in Resolution No. R2018-016.

The priority item list included actions and potential measures amendments to the Tumwater Municipal Code as well as actions and potential measures addressed through education and communication efforts led by the City. For most of the actions and potential measures, staff recommended that the City Council discuss developing a communications strategy to let landlords and tenants know what the City is doing, a schedule for staff to develop and run the

programs, and funding through the 2023-24 biennial budgeting process for staffing and other costs.

As part of the communications strategy for the adoption of such actions and potential measures, staff suggested that there should be conversations with tenants, housing advocates, such as Together! and Homes First, and property owners, landlords, and real estate management companies, to review and provide comment on the implementation of the actions and potential measures considered. The updated draft list of actions and potential measures could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts and to renew suggestions for regional action.

III. Actions by Other Jurisdictions

Staff reviewed tenant projections actions taken by five other Washington state cities and included some thoughts in the discussion below. Regulations and other materials can be found in the staff report appendices or included in the discussion packet.

- City of Olympia – A summary of the City of Olympia's 2022 amendment to OMC 5.82 of the code can be found in Appendix 1.
- City of Auburn – A summary of the City of Auburn's tenant protection related ordinances can be found in Appendix 2 and its Rental Housing Policy (ACC 5.23) can be found in Appendix 3.
- City of Burien – The City of Burien's Rental Housing Code (BMC 5.63) can be found in Appendix 4.
- City of Kenmore – The City of Kenmore's Notice of Rent Increase (KMC 8.55) can be found in Appendix 5.
- City of Tacoma – The City of Tacoma's Rental Housing Code (TMC 1.95) can be found in Appendix 6. In additional, the City of Tacoma's Rental Housing Code Information page is a good source of information:

  https://www.cityoftacoma.org/cms/one.aspx?pageId=163295.

IV. Addressing Proposed Tenant Protections

The following are the *Tumwater Housing Action Plan* action and City work group measures that are addressed by the two tenant protection ordinances (O2022-010 *Unfair Housing Practices and* O2022-012 *Rental Housing Code*). Under each of the measures, there is a discussion of the applicable sections of Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)* and sections of applicable regulations from other jurisdictions, followed by the proposed City code language.

Some of the *Tumwater Housing Action Plan* actions and City work group measures would involve registration of property owners providing rental units as a first step to gather information on

number of units and contacts for education and updates on City programs. Such a list will be needed to make existing and proposed regulations effective.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022

Action 2.e. Identify and implement appropriate tenant protections that improve household stability.

- Such tenant projections could include code amendments as part of a new "Rental Housing Code" chapter in TMC Title 5 *Business Taxes, Licenses and Regulations* (Ordinance No. O2022-012 *Rental Housing Code*) that would address the following:

Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants

Notes

- City would need to develop set of standard required information
- Intended result would be better landlord and tenant education
- Best if cross jurisdictional

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.060(12)(a) touches on this with respect to the landlord's duties to provide written notice disclosing fire safety and protection. It reads as follows:

*(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW **43.44.110**. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW **43.44.110**(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:*

(i) Whether the smoke detection device is hard-wired or battery operated;

(ii) Whether the building has a fire sprinkler system;

(iii) Whether the building has a fire alarm system;

(iv) Whether the building has a smoking policy, and what that policy is;

(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;

(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and

(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.

(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.

(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;

RCW 59.18.060(13) discusses DOH information that landlord is required to provide. It reads as follows:

(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;

<u>Applicable Regulations from Other Jurisdictions</u>

- City of Auburn – ACC 5.23.030 *Distribution of information required*.
- City of Burien – BMC 5.63.030 *Distribution of information required*.
- City of Tacoma – TMC 1.95.030 *Distribution of information required.*

Proposed City Code Language

5.75.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City

updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

Measure 3: Require that deposits, as well as recurring and one time fees be in written agreements

Notes

- Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer
- RCW 59.18.280-285 addresses the requirement for deposits and fees to be in writing
- It is unclear if recurring fees are included and this might be an area the City would want to address specifically

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.260 reads as follows:

If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed

*and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW **59.18.280**.*

RCW 59.18.065 requires that:

…when there is a written rental agreement for the premises, the landlord shall provide an executed copy to each tenant who signs the rental agreement. The tenant may request one free replacement copy during tenancy.

RCW 59.18.285 addresses nonrefundable fees as follows:

*No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW **59.18.260**, **59.18.270**, and **59.18.280**.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted*.
- City of Burien – BMC 5.63.040 *Deposit requirements and installment payments permitted*.
- City of Olympia – Proposed OMC 5.832.050 *Pet Damage Deposits* and proposed OMC 5.832.050 *Limits to Move in Fees.*
- City of Tacoma – TMC 1.95.040 *Deposit requirements and installment payments permitted*.

Proposed City Code Language

5.75.050 Notice of recurring fees.
Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.

Measure 4: Make landlord failure to comply with required termination notice a renter defense to an unlawful detainer action and the landlord subject to liability and penalties

Notes

- Right to counsel for indigent tenants per RCW 59.18.640
- City would need to provide education packet and require information
- Civil penalties would likely be available a deterrent
- Would likely be applicable only if a court case is filed
- RCW 59.18.240 addresses retaliation by landlord and the City would probably want to have a similar Tumwater specific provision

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

Not sure if this is of interest here, but RCW **59.18.090** addresses landlord's failure to remedy defective condition – tenant's choice of actions:

*If, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW **59.18.070**, the landlord fails to remedy the defective condition within a reasonable time the tenant may:*

(1) Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case he or she shall be discharged from payment of rent for any period following the quitting date, and shall be entitled to a pro rata refund of any prepaid rent, and shall receive a full and specific

*statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW **59.18.280**;*

(2) Bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under this chapter or otherwise provided by law; or

(3) Pursue other remedies available under this chapter.

You may also want to review **RCWs 59.18.100 and 59.18.110**. They address other Landlord failures to carry out duties, but may not necessarily be specific to what was discussed in the meeting.

RCW 59.18.240 discusses prohibited reprisals or retaliatory actions by landlord:

So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:

(1) Complaints or reports by the tenant to a governmental authority concerning the failure of the landlord to substantially comply with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises, if such condition may endanger or impair the health or safety of the tenant; or

(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.

"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:

(a) Eviction of the tenant;

(b) Increasing the rent required of the tenant;

(c) Reduction of services to the tenant; and

(d) Increasing the obligations of the tenant.

Applicable Regulations from Other Jurisdictions

- City of Tacoma – TMC 1.95.090(A)(2) *Compliance and enforcement*.

Proposed City Code Language

See section in red below.

5.75.130 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after _____, 2022, 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 RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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 give a one hundred and twenty (120) day or ninety (90) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

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

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (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, the City shall presume

that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).

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

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

D. Violations.

1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.

Measure 5: Prohibit waiving of city requirements

Notes

- Same waiver protections for municipal requirements as RLTA (RCW 59.18.230)
- RCW 59.18.230 addresses the prohibition of waivers in leases and the City would probably want to have a similar Tumwater specific provision.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.230 was revised in 2022. It now reads as follows:

*(1)(a) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW **59.18.360** and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.*

*(b) Any agreement, whether oral or written, between a landlord and tenant, or their representatives, and entered into pursuant to an unlawful detainer action under this chapter that requires the tenant to pay any amount in violation of RCW **59.18.283** or the statutory judgment amount limits under RCW **59.18.410** (1) or (2), or waives any rights of the tenant under RCW **59.18.410** or any other rights afforded under this chapter except as provided in RCW **59.18.360** is void and unenforceable. A landlord*

*may not threaten a tenant with eviction for failure to pay nonpossessory charges limited under RCW **59.18.283**.*

(2) No rental agreement may provide that the tenant:

(a) Agrees to waive or to forgo rights or remedies under this chapter; or

(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or

(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or

(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or

(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or

(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.

(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed ((~~five hundred dollars~~))$500, costs of suit, and reasonable attorneys' fees.

(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to ((~~five hundred dollars~~))$500 per day but not to exceed ((~~five thousand dollars~~))$5,000, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.

*In any action, including actions pursuant to chapters **7.64** or **12.28** RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where it appears to be to the satisfaction of the court that the moving party is proceeding in good faith and has, prima facie, a meritorious claim for immediate delivery or redelivery of said property.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070(B) *Just cause eviction*.
- City of Burien – BMC 5.63.070(2) *Just cause eviction*.
- City of Kenmore – KMC 8.55.040 *Rental agreement that waives tenant's remedies prohibited – Exception.*
- City of Tacoma – TMC 1.95.090(A)(3)(b) *Compliance and enforcement*.

Proposed City Code Language

See section in red below.

5.75.130 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after _____, 2022, 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 RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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 give a one hundred and twenty (120) day or ninety

(90) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

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

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (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, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).

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

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

D. Violations.

1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.

Measure 7: Require notification a set number of days prior to a no-cause termination

Part 1

Notes

- State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236

- Would 90 days be more useful and when would be the best situations?
- For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord
- RCW 59.18.200 and RCW 59.18.650 cover eviction notice. I think this takes care of our concerns. No additional action required.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

This is addressed in **RCW 59.18.200(2)** as follows:

(2)(a) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least 90 days before the tenancy ends to effectuate such change in policy. Such 90-day notice shall be in lieu of the notice required by subsection (1) of this section. However, if after giving the 90-day notice the change in policy is delayed, the notice requirements of subsection (1) of this section shall apply unless waived by the tenant.

*(b) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends, in compliance with RCW **64.34.440**(1), to effectuate such change. The 120-day notice is in lieu of the notice required in subsection (1) of this section. However, if after providing the 120-day notice the change to a condominium form of ownership is delayed, the notice requirements in subsection (1) of this section apply unless waived by the tenant.*

*(c)(i) Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends. This subsection (2)(c)(i) does not apply to jurisdictions that have created a relocation assistance program under RCW **59.18.440** and otherwise provide 120 days' notice.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070 *Just cause eviction*.
- City of Burien – BMC 5.63.
- City of Tacoma – TMC 1.95.070 *Notice to vacate requirements*.

Proposed City Code Language

- The General Government Committee recommended changing the state required 60-day notice to a 90-day notice at their October 12, 2022 briefing. See section in red below.

5.75.090 Notice to vacate requirements.

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.

B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.

C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least ninety (90) days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.

D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.

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

3. 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. 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 Forcible Entry and Forcible 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 "International Property Maintenance Code", TMC 15.18, or other city regulations or is found to be either derelict or unfit.

Part 2

Notes

- Need to review state law for exemptions for military families on evictions.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.200(b) states,

(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a rental agreement with less than 20 days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a 20-day written notice.

And **RCW 59.18.220** outlines armed forces exceptions to end of tenancy as follows:

*(1) Except as limited under RCW **59.18.650**, in cases where premises are rented for a specified time, by express or implied contract, the tenancy shall be deemed expired at the end of such specified time upon notice consistent with RCW **59.18.650**, served in a manner consistent with RCW **59.12.040**.*

(2) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a tenancy for a specified time if the tenant receives permanent change of station or deployment orders. Before ending the tenancy, the tenant, or that tenant's spouse or dependent, shall provide written notice of 20 days or more to the landlord, which notice shall include a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:

(a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The service member is prematurely or involuntarily discharged or released from active duty;

(c) The service member is released from active duty after having leased the rental premises while on active duty status and the rental premises is 35

miles or more from the service member's home of record prior to entering active duty;

(d) After entering into a rental agreement, the commanding officer directs the service member to move into government provided housing;

(e) The service member receives temporary duty orders, temporary change of station orders, or active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period not less than 90 days; or

(f) The service member has leased the property, but prior to taking possession of the rental premises, receives change of station orders to an area that is 35 miles or more from the location of the rental premises.

Applicable Regulations from Other Jurisdictions

- None.

Proposed City Code Language

- No changes proposed.

Measure 8: Require notification a set number of days prior to any rent increase

Notes

- See City of Kenmore example below:

  8.55.020 Regulations.
  For any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Kenmore entered into after September 1, 2019, the landlord shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase by 10 percent or more over the periodic or monthly rental rate charged the same tenant for the same rental unit and same services for any period or month during the preceding 12-month period.

- 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019
- City of Olympia recently updated there notice time as follows:
  - 120 days notice required for rent increases over 5% (Effective four month after adoption of Olympia's ordinance in August 2022)

  - 180 days notice required for rent increases over 10% (Effective six month after adoption of Olympia's ordinance in August 2022)
- Staff supports adding the City of Olympia recent changes.
- Should be limit on the frequency of rent increases? Maybe the formula of giving notice takes care of that. If a landlord really wants a 30% rent increase, they could do a series of smaller increases over time, or could just do the 180 day notice and have it done.
- RCW 59.18.140 addresses notice of rent increase and no additional action required.

Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)*

RCW 59.18.140(3)(a) and **(b)** state:

(3)(a) Except as provided in (b) of this subsection, a landlord shall provide a minimum of sixty days' prior written notice of an increase in the amount of rent to each affected tenant, and any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.

(b) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted*.
- City of Kenmore – KMC 8.55.020 *Regulations*.
- City of Tacoma – TMC 1.95.060 *Notice to increase rent requirements*.
- City of Olympia – OMC 5.82 *Rental housing code*.

Proposed City Code Language

5.75.070 Notice to increase rent requirements.

A. Special circumstances.

1. A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

3. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.

4. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.

B. Circumstances not addressed by TMC 5.75.070(A).

1. A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.

Additional Notes

- Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. Staff recommends starting this program with larger rental properties.
- This action is expected to require a high level of effort to implement and have a medium effect on housing supply.
- A City communications strategy will be needed.

- Discuss with Elisa Sparkman with the Thurston County Housing Action Team, the County Healthy Homes Program, and Christa at the City of Olympia.
- This action will require City Council consideration of an ordinance to amend TMC Title 5 *Business Taxes, Licenses and Regulations* and funding for staffing through the 2023-24 biennial budgeting process.

V. Additional Notice Required

Pursuant to EHB 2971, passed by the 2016 state legislature and codified at RCW 64.06.080 and RCW 43.110.030(2)(e), the Municipal Research and Service Center is directed to provide the following on its website:

- A summary of all requirements imposed by cities, towns, and counties on landlords or sellers of real property to provide information to a buyer or tenant "pertaining to the subject property or to the surrounding area"; and
- An internet link to the ordinances, resolutions, or policies imposing those requirements.

For that reason, City should provide to Municipal Research and Service Center a summary of any pertinent ordinance, resolution, or policy that impose requirements on sellers or landlords to disclose designated information to purchasers or renters; and an internet link to the ordinance, resolution, or policy.

Appendix 1. City of Olympia Rental Housing Ordinance

Olympia City Council passed an ordinance (OMC 5.82) on August 16, 2022 that provides additional protections for Olympia renters. The ordinance includes the following provisions:

- Limits pet deposits to 25% of one month's rent and allows tenants the ability to pay the deposit over 3 consecutive monthly payments (Effective September 20, 2022)
- Limits move-in costs to one month's worth of rent (move in costs can include a security deposit and/or last month's rent) (Effective September 20, 2022)
- Requires 120 days' notice for rent increases over 5% (Effective December 19, 2022)
- Requires 180 days' notice for rent increases over 10% (Effective February 17, 2023)

Note that these provisions do not apply to subsidized housing properties where the amount of rent is calculated based on tenant income, but do apply to landlords who rent to tenants who use a Section 8 Housing Choice voucher.

Appendix 2. **City of Auburn Ordinances and Regulations**

Auburn City Code **Chapter 18.04** - Definitions for Communal Residence, Family, Foster Care Homes, Group Residence Facilities, Renting of Rooms, Assisted Living Facilities, Convalescent Homes, Supportive Housing

Auburn City Code **Chapter 18.07.020** - Permitted Use Table for Residential Zones

Auburn City Code **Chapter 18.31.130** - Communal Residence Standards

Ordinance 6560 - 2015 Communal Residence Code Amendments

Auburn City Code **Chapter 5.22** - Rental Housing Business License Requirements

---

The following is what is required by the City of Auburn as of 2020 at three different phases of the rental process:

1. At time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City for the purpose of obtaining information on:
    - Local code enforcement action relating to the property
    - Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already registered to vote.
2. When a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following:
    - Rental Housing Code (ACC 5.23)
    - Auburn Building and Property Maintenance Code
    - Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
    - Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)
3. During tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:
    - 14-day pay or vacate
    - 3-day for waste or nuisance
    - 10-day comply or vacate

- Notice to terminate tenancy

Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Auburn. The initial distribution of information to tenants

must be in written form and landlords must obtain tenant's signature documenting receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23)

Chapter 5.23

RENTAL HOUSING POLICY

Sections:

5.23.010 Purpose and intent.
5.23.020 Definitions.
5.23.030 Distribution of information required.
5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.
5.23.050 Notice requirement generally – Reasonable accommodation request.
5.23.060 Notice of proposed sale of low-income housing.
5.23.070 Just cause eviction.
5.23.080 Compliance and enforcement.

5.23.010 Purpose and intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Auburn. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. (Ord. 6786 § 1, 2020.)

5.23.020 Definitions.

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

A. "Assisted housing development" means a multifamily rental housing development that both 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.

B. "Days" means calendar days unless otherwise provided.

C. "Director" means the director of community development of the city of Auburn department of community development, or the director of community development's designee.

D. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

E. "Immediate family member" includes the spouse or domestic partner, dependent children, and other dependent relatives.

F. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed. As of the effective date of the ordinance codified in this chapter, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

G. "Nonrefundable move-in fees" means nonrefundable 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).

H. "Owner" means the owner of record as shown on the last King County tax assessment roll or such owner's authorized agent.

I. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

J. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

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

L. "Substantial rehabilitation" means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant's dwelling unit at issue. Any "substantial rehabilitation" as provided herein requires displacement of a tenant.

M. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. (Ord. 6786 § 1, 2020.)

5.23.030 Distribution of information required.

A. *Distribution of Resources by Landlord.*

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Auburn informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. *Distribution of Information Packets by Landlord.*

1. The director of community development shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (Chapter 15.20 ACC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the director of community development to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the director of community development includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director of community development liable for any misstatement or misinterpretation of the applicable laws.

C. *Notice of Resources.* A landlord is required to provide a copy of resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. (Ord. 6786 § 1, 2020.)

5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.

A. A landlord may not increase the rent or charge any nonrent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase shall take effect. Any rental increase of five percent or less may be served in accordance with state or other applicable law.

a. Pursuant to RCW 58.19.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

b. Any notice of a rent increase shall be served in accordance with RCW 59.12.040.

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets; provided, that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed $10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement; provided, that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with the written lease or rental agreement.

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

C. *Fixed-Term Tenancies for Three Months or Longer.* For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

D. *Month-to-Month or Two-Month Tenancy.* For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

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

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

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

H. 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.

I. Nothing in this chapter 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. (Ord. 6786 § 1, 2020.)

5.23.050 Notice requirement generally – Reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. (Ord. 6786 § 1, 2020.)

5.23.060 Notice of proposed sale of low-income housing.

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the director of community development of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of community development of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or

2. Properties where 20 percent or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section. (Ord. 6786 § 1, 2020.)

5.23.070 Just cause eviction.

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not 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). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter 5.22 ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter 5.22 ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;

5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;

6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

a. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

b. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;

9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;

10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title 18 after receipt of a notice of violation;

11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and:

a.

i. The number of such individuals was more than is lawful under the current version of ACC Title 15 or 18, and

ii. That number has not increased with the knowledge or consent of the owner, and

iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and

b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and

d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than

the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title 15 and the emergency conditions identified in the order have not been corrected;

13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;

14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

a. Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

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

C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection (A)(5), (A)(6) or (A)(13) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense

to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (A)(5), (A)(6), (A)(8), (A)(11), (A)(12) or (A)(13) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (A)(5), (A)(6) or (A)(8) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to $2,000, costs of suit, or arbitration and reasonable attorney's fees. (Ord. 6786 § 1, 2020.)

5.23.080 Compliance and enforcement.

A. *Powers and Duties of the Director of Community Development.*

1. The director of community development is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

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

3. The director of community development is authorized to request records from landlord and the landlord shall allow the director of community development 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.

B. *Violation.*

1. If a violation of this chapter occurs, the director of community development shall utilize the procedures outlined in Chapter 5.15 ACC.

2. The director of community development may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director of community development finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director of community development may issue a penalty that shall be $1,000.

3. Any civil penalties paid by the landlord shall be kept by the city and may be utilized to help offset payments that are due by the tenant.

4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.

a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.

b. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

C. *Administrative Review by the Director.*

1. *General.* A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

2. *How to Request Administrative Review.* A person may request an administrative review of the notice of violation or penalty by filing a written request with the director of community development within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director of community development should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director of community development shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

3. *Decision of Director.* After considering all of the information provided, the director of community development shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director of community development'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.

D. *Appeals to the Hearing Examiner of Director's Decision.* Appeal of the director's decision shall be made within 10 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 Chapters 2.46 and 5.15 ACC. (Ord. 6786 § 1, 2020.)

The Auburn City Code is current through Ordinance 6849, passed February 22, 2022.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63)

Chapter 5.63

RENTAL HOUSING POLICY

Sections:

5.63.010 Purpose and intent.

5.63.020 Definitions.

5.63.030 Distribution of information required.

5.63.040 Deposit requirements and installment payments permitted.

5.63.050 Notice requirement generally – Reasonable accommodation request.

5.63.060 Notice of proposed sale of low-income housing.

5.63.070 Just cause eviction.

5.63.075 Housing ombudsman.

5.63.080 Compliance and enforcement.

5.63.010 Purpose and intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Burien. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Burien. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Burien. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Burien residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. [Ord. 716 § 1 (Exh. A), 2019]

5.63.020 Definitions.

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

(1) "Assisted housing development" means a multifamily rental housing development that both 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.

(2) "Days" means calendar days unless otherwise provided.

(3) “Director” means the city of Burien director of planning and community development, or the director’s designee.

(4) “Dwelling unit” means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not 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, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

(6) “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

(7) “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective day of the ordinance codified in this chapter, the RLTA defines “landlord” as “the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.”

(8) “Nonrefundable move-in fees” means nonrefundable 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).

(9) “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

(10) “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

(11) “Rental agreement” means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

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

(13) "Substantial rehabilitation" means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant's dwelling unit at issue. Any "substantial rehabilitation" as provided herein requires displacement of a tenant.

(14) "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. [Ord. 716 § 1 (Exh. A), 2019]

5.63.030 Distribution of information required.

(1) Distribution of Resources by Landlord.

(a) At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Burien informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

(b) In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

(2) Distribution of Information Packets by Landlord.

(a) The director shall prepare, and update as necessary, summaries of this chapter, the Burien Building and Property Maintenance Code (Chapter 15.40 BMC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and fair housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

(b) A landlord shall provide a copy of the summaries prepared by the director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

(c) Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

(d) For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

(e) The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a

landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

(f) The packet prepared by the director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director liable for any misstatement or misinterpretation of the applicable laws.

(3) Notice of Resources. A landlord is required to provide a copy of a resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. [Ord. 716 § 1 (Exh. A), 2019]

5.63.040 Deposit requirements and installment payments permitted.

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

(2) Fixed-Term Tenancies for Three Months or Longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

(3) Month-to-Month or Two-Month Tenancy. For any rental agreement term that establishes a tenancy from month to month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

(4) A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

(5) Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

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

(7) 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.

(8) Nothing in this chapter 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. [Ord. 716 § 1 (Exh. A), 2019]

5.63.050 Notice requirement generally – Reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. [Ord. 716 § 1 (Exh. A), 2019]

5.63.060 Notice of proposed sale of low-income housing.

Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Seattle metropolitan statistical area, as adjusted for household size, shall notify the director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this section, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. [Ord. 716 § 1 (Exh. A), 2019]

5.63.070 Just cause eviction.

(1) Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not 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). Owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can

prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Burien as required by Chapter 5.62 BMC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Burien pursuant to Chapter 5.62 BMC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

(a) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

(b) The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

(c) The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

(d) The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;

(e) The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director may reduce the time required to give notice to no less than 60 days if the director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection (1)(e) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

(f) The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director may reduce the time required to give notice to no less than 60 days if the director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the

purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

(i) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

(ii) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

(g) The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

(h) The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;

(i) The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;

(j) The owner seeks to discontinue use of a housing unit unauthorized by BMC Title 19 after receipt of a notice of violation;

(k) The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by BMC Title 15; and

(i) (A) The number of such individuals was more than is lawful under the current version of BMC Title 15; and

(B) That number has not increased with the knowledge or consent of the owner; and

(C) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and

(ii) The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

(iii) After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and

(iv) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

(l) An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to BMC Title 15 and the emergency conditions identified in the order have not been corrected;

(m) The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of BMC Title 19;

(n) A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

(i) Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

(ii) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

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

(3) With any termination notices required by law, owners terminating any tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

(4) If a tenant who has received a notice of termination of tenancy claiming subsection (1)(e), (f) or (m) of this section as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director, then the owner must, within 10 days of being notified by the director of the complaint, complete and file with the director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

(5) In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

(6) It shall be a violation of this section for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (1)(e), (f), (h), (k), (l) or (m) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

(7) An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (1)(e), (f) or (h) of this section as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to $2,000, costs of suit, or arbitration and reasonable attorney's fees. [Ord. 716 § 1 (Exh. A), 2019]

5.63.075 Housing ombudsman.

(1) It is the intent of the city of Burien to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the city of Burien city council.

(2) The office of housing ombudsman is hereby established in the city of Burien for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the city of Burien.

(3) The housing ombudsman shall report to the city manager. This arrangement helps to guarantee the independence of the housing ombudsman, who is not only providing a direct service to citizens but is performing a role in legislative oversight of the city of Burien housing ombudsman program by reporting to the city manager.

(4) The housing ombudsman shall be a person of recognized judgment, objectivity and integrity who is well equipped to analyze problems of law, administration and public policy.

(5) No person while serving as ombudsman:

(a) Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as ombudsman; or

(b) Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.

(6) The housing ombudsman shall follow the policies, rules and procedures as adopted by the city of Burien for the office of housing ombudsman. [Ord. 716 § 1 (Exh. A), 2019]

5.63.080 Compliance and enforcement.

(1) Powers and Duties of the Director.

(a) The director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the director shall hold one or more public hearings prior to adoption of final rules and regulations.

(b) The director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

(c) The director is authorized to request records from landlord and the landlord shall 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.

(2) Notice of Violation.

(a) If a violation of this chapter occurs, the director shall issue a notice of violation. A notice of violation shall include:

(i) 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;

(ii) A description of the violation and a reference to the provisions of this chapter which have been violated;

(iii) A description of the action required to comply with the provisions of this chapter;

(iv) 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 the city clerk no later than 10 days after the notice of violation has been issued;

(v) A statement that penalties will accrue as provided in this chapter;

(vi) An advisory letter to provide the landlord with a timeline of the process and an invitation to conciliate.

(b) 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.

(3) Civil Penalties.

(a) Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

(i) For a violation of distribution of information required (BMC 5.63.030), deposit requirements and installment payments (BMC 5.63.040), or notice requirement generally (BMC 5.63.050), a landlord shall be subject to the following penalties:

(A) For the first violation for each affected dwelling unit, $500.00; and

(B) For each affected dwelling unit for each subsequent violation within a three-year period, $1,000.

(ii) Unless otherwise stated in BMC 5.63.070(7), for a violation of just cause eviction (BMC 5.63.070) a landlord shall be subject to the following penalties:

(A) For each violation from the date the violation begins for the first 10 days of noncompliance, $250.00 per day, per dwelling unit;

(B) For each violation for each day beyond 10 days of noncompliance until compliance is achieved, $500.00 per day, per dwelling unit.

(b) The director may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director may issue a penalty that shall be $1,000.

(c) Any civil penalties paid by the landlord shall be kept by the city.

(4) Administrative Review by the Director.

(a) General. A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

(b) How to Request Administrative Review. A person may request an administrative review of the notice of violation or penalty by filing a written request with the director within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

(c) Decision of Director. After considering all of the information provided, the director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or 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.

(5) Appeals to the Hearing Examiner of Director's Decision. Appeal of the director's decision shall be made within 10 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 Chapter 2.15 BMC. [Ord. 716 § 1 (Exh. A), 2019]

Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55)

Chapter 8.55

NOTICE OF RENT INCREASE

Section:

8.55.010 Definitions.
8.55.020 Regulations.
8.55.030 Provisions in violation of restrictions null and void.
8.55.040 Rental agreement that waives tenant's remedies prohibited – Exception.

8.55.010 Definitions.

A. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord-Tenant Act of 1973 (RLTA) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, RLTA defined landlord as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part," and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

B. "Rental agreement" means a rental agreement as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of the passage of the ordinance codified in this chapter, the RLTA defined rental agreement as "all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit."

C. "Rental unit" means a residential dwelling unit as defined in KMC 18.20.810, occupied or rented by a tenant.

D. "Tenant" means a tenant as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement." [Ord. 19-0484 § 2 (Exh. A).]

8.55.020 Regulations.

For any *rental agreement* or renewal of a *rental agreement* for a residential *rental unit* in the City of Kenmore entered into after September 1, 2019, the *landlord* shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a *tenant* are to increase by 10 percent or more over the periodic or monthly rental rate charged the same *tenant* for the same *rental unit* and same services for any period or month during the preceding 12-month period. [Ord. 19-0484 § 2 (Exh. A).]

8.55.030 Provisions in violation of restrictions null and void.
Any provisions in violation of KMC 8.55.020 in a *rental agreement* are null and void and of no lawful force and effect. [Ord. 19-0484 § 2 (Exh. A).]

8.55.040 Rental agreement that waives tenant's remedies prohibited – Exception.
A. No rental agreement, whether oral or written, may provide that the tenant waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A landlord and tenant may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and

2. The agreement may not appear in a standard form written lease or rental agreement; and

3. There is no substantial inequality in the bargaining position of the two parties; and

4. The attorney for the tenant has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section. [Ord. 19-0484 § 2 (Exh. A).]

Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95)

CHAPTER 1.95

RENTAL HOUSING CODE

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.

1.95.010 Purpose and Intent.
The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Tacoma.

It is the City's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Tacoma. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Tacoma residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

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 premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

"Director" means the Director of the City of Tacoma, Office of Equity and Human Rights, 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.

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

"Immediate family member" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

"Landlord" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

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

"Rental agreement" or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

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

"Substantial rehabilitation" is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

"Tenant" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tacoma informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, findings or settlements related to housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources.

A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.040 Deposit requirements and installment payments permitted.

A. Installment payments, generally.

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

B. Fixed-term tenancies for three months or longer.

For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to

reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

C. Month-to-month or two-month tenancy.

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

D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(3).

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

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

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.050 Notice requirement generally – reasonable accommodation request.
A landlord shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant related to the service of any notice required by this chapter.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.060 Notice to increase rent requirements.
A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing

costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

(Ord. 28596 Ex. A; passed Jul. 9, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

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

B. Requirement for notice to tenant when tenant displaced.

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

C. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

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

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at 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;

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

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

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

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

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

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

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

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

c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it 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.

f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day 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.

q. 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 or 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:

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.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28645 Ex. A; passed Dec. 17, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.080 Tenant relocation assistance.

A. Tenant relocation assistance for condemned or unlawful dwelling.

Landlords are required to comply with the relocation assistance and related requirements pursuant to RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant's remedies – Relocation assistance – Penalties.

B. Tenant relocation assistance for low-income tenants when residential property demolished, substantially rehabilitated, or upon the change of use.

1. When tenant relocation assistance applies.

This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except as otherwise expressly required by state or federal law, and with the exception of displacement of tenants from the following:

a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord's control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;

b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and Structures Code, because of damage within the landlord's control;

c. Any dwelling unit owned or managed by the Tacoma Housing Authority;

d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;

e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and

f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain the following:

a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and

b. A description of the relocation benefits potentially available to eligible tenants.

3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B. the landlord shall also deliver a Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall provide the Director with a list of names of the legal tenants and number of dwelling units for the dwelling units at issue.

5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause,

is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of "good cause." If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

7. Relocation assistance verification.

Within 14 days of the Director's receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants' 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit's certification form indicates eligibility for relocation assistance.

8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of $2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.

d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

9. Appeal.

a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or landlord.

b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

(1) In violation of constitutional provisions;

(2) In excess of the authority or jurisdiction of the administrative hearing officer;

(3) Made upon unlawful procedure or otherwise is contrary to law; or

(4) Arbitrary and capricious.

10. If the City makes no appropriation to support this relocation assistance program in this subsection TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as otherwise provided.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

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.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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:

(1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, with service conforming with RCW 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

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

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

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

5. Joint and Several Responsibility and Liability.

Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, 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, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

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 case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

C. Powers and duties of the Director.

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

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

3. The Director is authorized to request records from landlord and the landlord shall 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.

D. Notice of Violation.

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

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;

b. A description of the violation and a reference to the provisions of this chapter which have been violated;

c. A description of the action required to comply with the provisions of this chapter;

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 the City Clerk no later than ten days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

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.

E. Civil Penalties.

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

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 (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:

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

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

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

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

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

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

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

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

F. Administrative Review by Director.

1. General.

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

2. How to request administrative review.

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

3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or 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.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

1.95.100 Severability.

If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.

(Ord. 28559 Ex. A; passed Nov. 20, 2018

Attachment B

ORDINANCE NO. O2022-012

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adding a new chapter entitled Chapter 5.75 *Rental Housing Code* to Title 5 *Business Taxes, Licenses and Regulations*, as more particularly described herein.

WHEREAS, in 2010 the City Council passed Ordinance O2010-022 establishing a policy to assure equal opportunity to all persons to live in decent housing; and prohibiting discrimination, including use of federal housing assistance; and

WHEREAS, in 2018 the City Council passed Resolution R2018-016, which included a number of actions to start to reduce homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

WHEREAS, Resolution R2018-016 included Action #9 under "Boost Housing Affordability" to enact policies to protect tenants experiencing housing instability; and

WHEREAS, after the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

WHEREAS, since 2018, the City has been reviewing actions and measures to take to support tenant protections as a way to make it easier for people in the City who rent to access housing and stay housed; and

WHEREAS, the City has shared its list of potential measures with staff at Thurston County and the cities of Olympia and Lacey with the intent of working on some of the potential measures regionally; and

WHEREAS, since 2018, the state legislature has passed a number of bills on the state level addressing tenant protections in the RLTA; and

WHEREAS, the draft list of potential measures has been updated to reflect these state actions; and

WHEREAS, in 2020 the City Council passed Ordinance O2020-019 adding and updating protected parties and definitions in TMC 5.70 *Unfair Housing Practices*; and

WHEREAS, in September 2021, the City Council adopted the *Tumwater Housing Action Plan,* which will inform the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs; and

WHEREAS, the *Tumwater Housing Action Plan* contains three strategies and ten actions that the City has agreed to undertake that are most relevant to addressing tenant protections; and

WHEREAS, *Tumwater Housing Action Plan* Action 2.e. states, "Identify and implement appropriate tenant protections that improve household stability"; and

WHEREAS, the General Government Committee held a briefing to discuss tenant protections on February 9, 2022; and

WHEREAS, the City Council held a worksession to discuss tenant protections on March 22, 2022; and

WHEREAS, the General Government Committee held a briefing on the proposed code amendments on October 12, 2022 and the City Council held a worksession on November 22, 2022; and

WHEREAS, on December 6, 2022 the City Council held a public hearing and considered the proposed code amendments; and

WHEREAS, the Tumwater City Council finds it is in the best interests of its residents and supports the health, safety, and welfare to update its policy to include additional tenant protections.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new Chapter 5.75, "Rental Housing Code," is hereby added to the Tumwater Municipal Code to read as follows:

Chapter 5.75
RENTAL HOUSING CODE

Sections:

5.75.010 Definitions
5.75.030 Distribution of information required
5.75.050 Notice of recurring fees
5.75.070 Notice to increase rent requirements
5.75.090 Notice to vacate requirements

5.75.130 Compliance and enforcement

5.75.010 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 receives other federal, state, or local government assistance and is subject to use restrictions.

"Change of use" means (I) the conversion of any dwelling unit from a residential use to a nonresidential use; (II) conversion from one type of residential use to another type of residential use, such as a conversion to an adult family home, residential care facility, group foster home, senior housing facility, emergency housing or shelter, or transitional housing as defined in TMC 18.04; or (III) 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" as provided herein requires displacement of a tenant.

"Days" means calendar days unless otherwise provided.

"Demolition" means the destruction of any dwelling unit. Any "demolition" as provided herein requires displacement of a tenant.

"Deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. A deposit does not include a fee.

"Director" means the Director of the Community Development Department, or the Director's designee, as it exists or is hereinafter amended.

"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.

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

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

“Immediate family member” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

“Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

“Owner” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means one or more persons, or entities, jointly or severally, in whom is vested:

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

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

"Property" or "rental property" means all dwelling units on a contiguous quantity of land managed by the same landlord as a single, rental complex.

“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 charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees.

“Rental agreement” or “lease” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements that establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

“Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

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

5.75.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

5.75.050 Notice of recurring fees.

Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.

5.75.070 Notice to increase rent requirements.

A. Special circumstances.

1. A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

3. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.

4. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.

B. Circumstances not addressed by TMC 5.75.070(A).

1. A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.

5.75.090 Notice to vacate requirements.

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.

B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.

C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least ninety (90) days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.

D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.

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

3. 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. 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 Forcible Entry and Forcible 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 "International Property Maintenance Code", TMC 15.18, or other city regulations or is found to be either derelict or unfit.

5.75.130 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after _____, 2022, 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 RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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).

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 give a one hundred and twenty (120) day or ninety (90) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

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

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited 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.

B. Rebuttable Presumption.

1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (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, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).

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

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

D. Violations.

1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective one hundred and twenty (120) days after passage, approval, and publication as provided by law.

ADOPTED this _____day of _____, 2022.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Attachment C

Tumwater Housing Action Plan

Tenant Protection Ordinances

O2022-010 and O2022-012

November 22, 2022
City Council Worksession

Background

- In support of R2018-016 Action #9, City staff reviewed measures supporting renters accessing housing and staying housed
- In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which included tenant protection actions
- City staff integrated R2018-016 measures and *Tumwater Housing Action Plan* actions in 2022

Background

- The General Government Committee reviewed the actions on January 12 and February 9, 2022
- City Council prioritized the actions on March 22, 2022, which included two ordinances to address tenant protections
- On October 12, 2022, the General Government Committee was briefed on the ordinances and recommended approval with one change

Background

To develop the two ordinances, City staff reviewed:

1. The City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices*
2. The state's requirements under the Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
3. The state legislature amendments to the RLTA since 2018
4. What other jurisdictions are doing to address tenant protections

Amendments

Code amendments include:

- O2022-010 *Unfair Housing Practices*, which makes minor updates to TMC 5.70 *Unfair Housing Practices*
- O2022-012 *Rental Housing Code*, which creates a new Chapter TMC 5.75 *Rental Housing Code*

O2022-012 Amendments

Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants

TMC 5.75.030

- Requires landlords to distribute summaries of state and local fair housing laws and resources
- Creates a City website for housing related information, including rights and responsibilities for tenants

O2022-012 Amendments

Measure 3: Require that deposits, as well as recurring and one time fees be in written agreements

TMC 5.75.050

- The written rental agreement must:
  - ✓ Include recurring fees that are not deposits addressed by RCW
  - ✓ Clearly specify fees that are recurring and non-refundable
- Establishes a penalty if this is not done

O2022-012 Amendments

Measure 4: Make landlord failure to comply with required termination notice a renter defense to an unlawful detainer action and the landlord subject to liability and penalties

TMC 5.75.130(A)(3)

- For tenants this is an additional affirmative defense to an unlawful detainer action if a landlord fails to give a “no cause” notice to a monthly or periodic tenant

O2022-012 Amendments

Measure 5: Prohibit waiving of city requirements

TMC 5.75.130(A)(3)(b)

- A rental agreement cannot:
  - ✓ Waive any right, benefit, or entitlement created by TMC 5.75
  - ✓ Are voided with no lawful force or effect if they do

O2022-012 Amendments

Measure 7: Require notification a set number of days prior to a no-cause termination

TMC 5.75.090(C)

- Unless provided otherwise under federal or state law, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least ninety (90) days before the end of the month or period of tenancy

Note: On October 12, 2022, the General Government Committee recommended changing the 60-days notice under state law to 90-days

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(A)(1)

- A landlord is required to provide a minimum of 120 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than 5%

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(A)(2)

- A landlord is required to provide a minimum of 180 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than 10%

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(A)(3)

- If the rental agreement is a subsidized tenancy, a landlord must provide a written notice a minimum of 30 days prior to a rent increase

O2022-012 Amendments

Measure 8: Require notification a set number of days prior to any rent increase

TMC 5.75.070(B)

- A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs charged a tenant increases by 5% or less

Next Steps

City Council

- Schedule City Council consideration of both ordinances for December 6, 2022

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: November 22, 2022

SUBJECT: Contract Approval for an 8-Year Multifamily Tax Exemption for the 350 North Street Apartments (TUM-22-1338)

---

1) Recommended Action:

Staff recommends that the City Council ask questions of staff and schedule the contract for City Council consideration on December 6, 2022.

---

2) Background:

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor. In 2019, the City Council approved expanding the 12-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plans. The program includes both an 8-year exemption for providing multifamily housing in the designated areas and a 12-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

The City has received an application for the 8-year exemption program for the 24-unit 350 North Street Apartment complex in the Brewery District Subarea (TUM-22-1338).

Following the process in TMC 3.30, the Community Development Director has approved the Multifamily Tax Exemption Program application for the 350 North Street Apartments. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.

The General Government Committee was briefed on the contract on November 9, 2022.

The question before the Council is not the approval of the development proposal. It is solely limited to entering into the contract for the exemption in compliance with the City's regulations.

---

3) Policy Support:

Comprehensive Plan Housing Element Action H-3.3.3: Establish a multi-family tax exemption program that gives financial incentive for developers to create multi-family structures in target areas and to set aside a percentage of units as low-income housing.

---

4) Alternatives:

- ❑ None. The applicant has complied with the provisions of the City's ordinance. If the Council desires to reconsider the ordinance, it could do so, but would be advised to

do it independent of this application.

---

5) Fiscal Notes:

The contract is for an 8-year Multifamily Housing Tax Exemption.

---

6) Attachments:

A. Staff Report
B. 350 North Street Apartments (TUM-22-1338) MFTE Tax Agreement
C. 350 North Street Apartments (TUM-22-1338) Exhibits A Application and Exhibit B Building Plans
D. 350 North Street Apartments (TUM-22-1338) Exhibit C Berschauer Group Letter
E. Presentation

Attachment A

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Staff Report

Date: November 22, 2022

To: City Council

From: Brad Medrud

Subject: Contract Approval for an Eight-Year Multifamily Tax Exemption for the 350 North Street Apartments (TUM-22-1338)

In 2014 the City Council adopted the Brewery District Plan. The Brewery District Plan recommended establishing a MFTE program to improve the financial viability of development in the District.

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor.

The Multifamily Housing Tax Exemption program includes both an eight-year exemption for providing multifamily housing in the designated areas and a twelve-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

In 2019, the City Council approved expanding the Twelve-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plan.

The City has received an application for the eight-year exemption program for the 24-unit 350 North Street Apartments multifamily development in the Brewery District Subarea (TUM-22-1338).

This memorandum discusses the requirements for the Multifamily Tax Exemption Program application for the 350 North Street Apartments in the Brewery District Subarea.

Following the process in TMC 3.30, the Community Development Director has approved the Multifamily Tax Exemption Program application for the 350 North Street Apartments. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.

The General Government Committee was briefed on the contract on November 9, 2022.

MFTE Program Effect on Revenue

An approved MFTE is a shift in revenue from property tax. When the City Council sets the City's property tax levy, the City levies a total dollar amount that will be collected for City operations. When certain property owners get discounts, such as through the MFTE program, that cost is re-distributed to the other property owners in the City. No matter how many MFTE discounts the City provides, the City still collects the same amount of property tax dollars.

Approval Process

TMC 3.30 *Multifamily Housing Tax Exemptions* establishes the review and approval process for MFTE applications:

1. An applicant files a complete Conditional Certificate Application with the City.
2. City staff reviews the application.
3. If the application is complete and meets the requirements of TMC 3.30, the Community Development Director approves the Conditional Certificate.
4. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.
5. An approved Conditional Certificate and contract are valid for three years from the date of approval.
6. Upon completion of the improvements agreed upon in the contract and issuance of a certificate of occupancy, the applicant then files a Final Certificate Application.
7. The complete Final Certificate Application is reviewed and approved by the Community Development Director.
8. The Community Development Director files a Final Certificate of Tax Exemption with the Thurston County Assessor.

350 North Street Apartments

- Project Number: TUM-22-1338.
- 350 North Street SE, just east of the intersection of North Street SE and Cleveland Avenue SW.

- 24 units of new multifamily housing.
- Eight-year tax exemption.



Target Area and Length of Exemption

The 350 North Street Apartments are in the Brewery District Subarea.

The project will follow the eight-year MFTE requirements below.

> ***3.30.040 Tax exemptions for multifamily housing in residential target areas authorized.***

A. Duration of Exemption. The value of improvements qualifying under Chapter 84.14 RCW and this chapter will be exempt from ad valorem property taxation, as follows:

1. For eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate. The eight-year duration of exemption applies only for projects in the Area 1 – Capitol Boulevard Corridor and Area 2 – Brewery District residential target areas; or

2. For twelve successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate, if the property otherwise qualifies for the exemption under Chapter 84.14 RCW and meets the conditions in this subsection. For the property to qualify for the twelve-year exemption under this subsection, the applicant must commit to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low- and moderate-income households, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the city. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate-income households.

B. Limits on Exemption. The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter. This chapter does not apply to increases in assessed valuation made by the assessor on nonqualifying portions of building and value of land nor to increases made by lawful order of a county board of equalization, the Department of Revenue, or a county, to a class of property throughout the county or specific area of the county to achieve the uniformity of assessment or appraisal required by law.

Project Eligibility

The project meets the following requirements:

1. **Location in the Brewery District Subarea** – Confirmed.
2. **Tenant Displacement Prohibited** – Confirmed.
3. **Size** –The project has 24 dwelling units.
4. **Proposed Completion Date** – The project will need to be completed within three years of application for the MFTE.

5. **Contract with City Approved by City Council** – The applicant must enter into a contract with city approved by City Council. See the attached.

3.30.050 Project eligibility.
A proposed project must meet the following requirements for consideration for a property tax exemption:

A. Location. The project must be located within a residential target area as designated in TMC 3.30.030.

B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of twelve months prior to submission of an application and must have one or more violations of the International Property Maintenance Code of the city of Tumwater. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve months has elapsed from the time of most recent occupancy.

C. Size. The project must include at least four units of multifamily housing within a residential structure or as part of an urban development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing.

D. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

E. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.

F. At least fifty percent of the space in a new, converted, or rehabilitated multiple unit must be for permanent residential housing. In the case of existing occupied multifamily development, the multifamily housing must also provide for a minimum of four additional multifamily units. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional units.

G. The applicant must enter into a contract with city approved by city council under which the applicant agrees to the implementation of the development on terms and conditions satisfactory to the city council.

Application Procedure

Prior to April 1 of any year, the applicant must submit a complete application that includes the following:

1. A **completed city of application form** setting forth the grounds for the exemption. Applicant has provided a completed form. See Attachment C, Exhibit A.
2. **Preliminary floor and site plans of the proposed project**. Applicant has provided floor and site plans. See Attachment C, Exhibit B.
3. **A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter.** Applicant has provided. See Attachment D, Exhibit C.
4. **Verification by oath or affirmation of the information submitted** – Applicant has provided this. See Attachment C, Exhibits B and C, and Attachment D, Exhibit C.

3.30.060 Application procedure.
A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

A. Prior to April 1 of any year, file with the director the required application along with the required fees as established by resolution of the city council.

B. A complete application shall include:

1. A completed city of Tumwater application form setting forth the grounds for the exemption;

2. Preliminary floor and site plans of the proposed project;

3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and

4. Verification by oath or affirmation of the information submitted.

[…]

Application Review

Within 90 days of submittal of a complete application, the Community Development Director determined the project meets the approval criteria.

3.30.070 Application review and issuance of conditional certificate. *A decision to approve or deny an application shall be made within ninety calendar days of receipt of a complete application.*

A. Approval. The director may approve the application if he/she finds that:

1. A minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multifamily units are being developed;

2. If applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in RCW 84.14.020;

3. The proposed project is or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;

4. The owner has complied with all standards and guidelines adopted by the city under this chapter; and

5. The site is located in a residential targeted area of an urban center that has been designated by the city council in accordance with procedures and guidelines of this chapter.

B. Before application approval the applicant shall enter into a contract with the city, approved by the city council, regarding the terms and conditions of the project. After city council approval of the contract, and director approval of the application, the director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.

C. Denial. The director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten calendar days of the denial. An applicant may appeal a denial to the city council within thirty days after receipt of the denial. The appeal before the governing authority must be based upon the record made before the administrative official with the burden of proof on the applicant to show that there was no substantial evidence to support the administrative official's decision. The decision of the governing body in denying or approving the application is final.

Application for Final Certificate

Once the conditions of the contract are met and at the time of temporary or permanent certificate of occupancy, the applicant will need to file an application for final certificate following the process below. The Community Development Director has thirty days to review the application.

3.30.090 Application for final certificate.
Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant must file with the director the following:

A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;

B. A description of the completed work and a statement of qualification for the exemption;

C. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020; and

D. A statement that the work was completed within the required three-year period or any authorized extension.

Within thirty calendar days of receipt of all materials required for a final certificate, the director shall determine whether the specific improvements, and the affordability of the units, satisfy the requirements of the contract, application, and this chapter.

Issuing Final Certificate

Once the Community Development Director has determined the project has meet the conditions of the contract, the director will issue the final certificate.

3.30.100 Issuance of final certificate.
If the director determines that the project has been completed in accordance with this chapter and the contract between the applicant and the city has been completed within the authorized time period, the city shall, within ten calendar days of the expiration of the thirty-day review period provided in TMC 3.30.090, file a final certificate of tax exemption with the Thurston County assessor.

A. Denial and Appeal. The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:

1. The improvements were not completed within the authorized time period;

2. The improvements were not completed in accordance with the application or contract between the applicant and the city; or

3. The owner's property is otherwise not qualified under this chapter.

Within fourteen calendar days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the city's hearing examiner, as provided in TMC Chapter 2.58.

Attachment B

MULTIFAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT
8-YEAR (X)
12-YEAR (_____)

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between PSDC INVESTMENT LLC, hereafter referred to as "Applicant" and the City of Tumwater, Washington, a municipal corporation hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multifamily housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve affordable housing opportunities, and to encourage development densities supportive of economic development and transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multifamily residential housing; and

WHEREAS, the City has, through Tumwater Municipal Code (TMC) 3.30, enacted a program whereby property owners may qualify for a final certificate of tax exemption which certifies to the Thurston County Assessor that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, Applicant is interested in receiving a limited property tax exemption for constructing 24 units of new multifamily housing in the Brewery District Subarea; and

WHEREAS, the Applicant is requesting an X eight (8) or a ____ twelve (12) year limited property tax exemption. (For the property to qualify for the twelve-year exemption, the Applicant commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the Site as housing units affordable for low or moderate-income households as defined by Section 3.30.015 TMC, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the City. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate-income households as defined by Section 3.30.015 TMC.); and

Attachment B

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multifamily residential housing to be constructed on property situated approximately at 350 North Street SE and described more specifically as follows:

PSDC INVESTMENT LLC's 350 North Street SE Apartments (TUM-22-1338)

County Assessor's Parcel Number: 09250057000

Legal Description: Section 26 Township 18 Range 2W Donation Land Claim CROSBY DLC BLA211474 Tract A Document 4912595

Street Address: 350 North Street SE

Herein referred to as the "Site", and

WHEREAS, the following exhibits, plans and forms are attached to this Agreement and incorporated herein by this reference:

A. PSDC INVESTMENT LLC's 350 North Street SE Apartments Application

B. Building Plans

C. PSDC INVESTMENT LLC's 350 North Street SE Apartments Written Statement 8-Year Property Tax Exemption

; and

WHEREAS, the City has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a final certificate of tax exemption; and

WHEREAS, the Tumwater Municipal Code requires an applicant for a limited property tax exemption to enter into an agreement, in which the applicant agrees to implement the proposed project on terms satisfactory to the Tumwater City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of Applicant's request for a final certificate of tax exemption, Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference fully incorporated into this Agreement.

2. The City agrees to issue Applicant a conditional certificate of acceptance of tax exemption.

3. Applicant shall construct on the Site multifamily residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multifamily permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.

4. The Applicant further agrees that execution of this Agreement by the Mayor, or issuance of a conditional certificate by the City pursuant to TMC 3.30.070, in no way constitutes approval of proposed improvements on the Site or obligates the City to approve proposed improvements.

5. Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the conditional certificate of acceptance of tax exemption or within any extension thereof granted by the City.

6. Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, file with the City the following:

    A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;

    B. A description of the completed work and a statement of qualifications for the exemption;

    C. A statement that the work was completed within the required three-year period or any authorized extension; and

D. If applicable, a statement that the project meets the affordable housing requirements as described in TMC Chapter 3.30.

7. Upon Applicant's successful completion of the improvements in accordance with the terms of this Agreement, Applicant's filing of the materials described in Paragraph 6 above and payment of all fees, and upon the City's approval of a final certificate of tax exemption, the City shall file the final certificate with the Thurston County Assessor and provide a copy to the Applicant. The Applicant shall cause this Agreement to be recorded in the real property records of Thurston County, Washington. The Applicant shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.

8. Applicant shall, within thirty (30) days following the first anniversary of the City's filing of the final certificate of tax exemption and each year thereafter for a period of _X_ eight (8) years or ___ twelve (12) years, file a notarized declaration with the City indicating the following:

A. A statement of occupancy and vacancy of the multifamily units during the previous year;

B. A certification that the Site continues to be in compliance with this Agreement and TMC Chapter 3.30 and, if applicable, that the Site has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;

C. A description of any subsequent improvements or changes to the Site;

D. The total monthly rent by unit;

E. The income of each renter household at the time of initial occupancy; and

F. Any additional information requested by the city in regards to the units receiving a tax exemption.

9. City staff may also conduct on-site verification of the declaration referenced in Section 8 above.

10. Failure to submit the annual declaration in Section 8 above shall result in a review of the exemption per TMC 3.30.120.

11. If, during the term of any final certificate of tax exemption, Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, Applicant shall notify the Thurston County Assessor and the City within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the final Certificate of tax exemption effective on the date of Applicant's conversion of any of the multifamily residential housing units to another use. The Applicant hereby covenants and agrees not to sell, transfer, or otherwise dispose of the project or any portion thereof without first providing a written statement executed by the purchaser that the purchaser understands the Applicant's duties and obligations under this Agreement and will enter into an agreement with the City for the continuation of those obligations. Such notice must be received by the City at least ten (10) working days prior to the close of escrow.

12. Applicant shall notify the City promptly of any transfer of Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. In addition to any other powers reserved to the City by law, the City may, in its sole discretion, cancel the final certificate of tax exemption should Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or for any other reason no longer qualifies for an exemption.

14. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the City will notify the Applicant by mail, return receipt requested, of the determination to cancel the exemption. Pursuant to TMC 3.30.120, the Applicant may appeal the determination to the City hearing examiner within thirty (30) days by filing a notice of appeal with the city clerk, which notice must specify the factual and legal basis on which the determination of cancellation is alleged to be erroneous. The hearing examiner will affirm, modify, or repeal the decision of cancellation of exemption based on the evidence received. An aggrieved party may appeal the decision of the hearing examiner to the Thurston County superior court.

15. If the exemption is canceled for non-compliance, the Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-

qualifying; (2) a penalty of twenty percent (20%) of the difference calculated under subsection (1) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.30 TMC. The Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the property on which the improvements are constructed and attach at the time the portion of the Site is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Site may become charged or liable. The Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes. An additional tax unpaid on its due date is delinquent. From the date of delinquency until paid, interest must be charged at the same rate applied by law to delinquent ad valorem property taxes.

16. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.

17. The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Thurston County superior court.

19. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement that can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable. However, if applicable and if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in Chapter 84.14 RCW and Chapter 3.30 TMC, then this Agreement shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

20. The Applicant shall exercise reasonable diligence to comply with the requirements of this Agreement and shall correct any such noncompliance

within sixty (60) calendar days after such noncompliance is first discovered by the Applicant or would have been discovered by the exercise of reasonable diligence, or within 60 calendar days after the Applicant receives notice of such noncompliance from the City, whichever is earliest; provided however, that such period for correction may be extended in writing by the City if the Applicant is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Applicant shall be in default and the City may deny or cancel the tax exemption pursuant to TMC 3.30 or take such other action at law or equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Applicant under this Agreement.

21. A. The Applicant shall maintain complete and accurate records pertaining to the affordable housing units and shall, during regular business hours, permit any duly authorized representative of the City, to inspect the books and records of the Applicant pertaining to the affordable housing units, including the annual declaration, and if applicable, income documentation of households residing in affordable housing at the Site. The Applicant's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default hereunder. The Applicant shall retain all records pertaining to the affordable housing units for at least six (6) years.

B. The City and the Applicant hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Applicant. In performing its duties and obligations hereunder, the City may rely upon statements and declarations of the Applicant, and upon audits of the books and records of the Applicant pertaining to occupancy of the affordable housing units.

22. Notwithstanding anything in this Agreement to the contrary, the Applicant shall submit all documentation required by this Agreement on the forms designated by the City, which may be modified by the City from time to time. Applicant.

23. The Applicant shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, or on the basis of source of income as set forth in RCW 59.18.255, as now existing and as may be amended, in the

lease, use, or occupancy of the affordable housing units or in connection with the employment or application for employment of persons for the operation and management of the Site.

24. A. The City and Applicant hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Site by certain eligible households, and (ii) by furthering the public purposes of providing housing for low-income and moderate-income households as defined in TMC 3.30.015.

B. The City and the Applicant hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Applicant and all subsequent owners of the Site or any interest therein, and the City. Each and every contract, deed or other instrument hereafter executed conveying the Site or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

25. The Applicant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its designee and any other party authorized hereunder to enforce the terms of this Agreement, harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from this Agreement. This provision shall survive termination or expiration of this Agreement.

26. The provisions of this Agreement and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Applicant and the City only and, are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered in connection herewith.

Attachment B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Applicant:
PSDC INVESTMENT LLC
3922 Country Club Dr. NW
Olympia, WA 98502

_____
Debbie Sullivan, Mayor

_____
Signature
Name Printed: Pat Berschauer
Title: Principal

Approved as to form:

_____
Karen Kirkpatrick, City Attorney

State of Washington
County of _____
This record was acknowledged before me on (date) by (name(s) of individuals) as (type of authority, such as officer or trustee) of (name of party on behalf of whom record was executed).

_____
(Signature)
Notary Public in and for the State of Washington.
My appointment expires _____.
Date:_____

State of Washington
County of Thurston

I certify that I know or have satisfactory evidence that Debbie Sullivan is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Tumwater to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Attachment B

Dated:_____

_____
(Signature)
Notary Public in and for the State of Washington.
My appointment expires _____.

Exhibit A Attachment C

CITY OF TUMWATER

555 ISRAEL RD. SW, TUMWATER, WA 98501
(360) 754-4180
Email: cdd@ci.tumwater.wa.us

TAX EXEMPTION ON MULTI-FAMILY UNITS WITHIN A DESIGNATED RESIDENTIAL TARGET AREA APPLICATION

TUM -22-1338

Kerri
RCVD BY

DATE STAMP
09-07-2022

■ 8 YEAR TAX CREDIT OR ☐ 12 YEAR TAX CREDIT

LEGAL OWNER: PSDC INVESTMENT LLC Email: patbers@msn.com

Mailing Address 3922 Country Club Dr NW Phone: (360) 481-3252

APPLICANT: Pat Berschauer Email: patbers@msn.com

Mailing Address 3922 Country Club Dr NW Phone: (360) 481-3252

AGENT: None Email: _____

Mailing Address _____ Phone: (____) _____

PROJECT INFORMATION

PROPERTY ADDRESS: 350 North Street SE Tumwater WA **PARCEL #:** 09250057000

LEGAL DESCRIPTION:
Section 26 Township 18 Range 2W Donation Land Claim CROSBY DLC BLA211474TW TR A Document 4912595

INTEREST IN PROPERTY: ■ Fee Simple ☐ Contract Purchase ☐ Other _____

NEW CONSTRUCTION: ■ Yes ☐ No **REHABILITATION OF EXISTING UNITS:** ☐ Yes ☐ No

NUMBER OF UNITS: NEW: 24 **EXISTING EMPTY:** _____ **EXISTING OCCUPIED:** _____

NUMBER OF UNITS FOR WHICH THIS EXEMPTION IS BEING APPLIED FOR: 24
(Must be 4 or more)

PERCENTAGE OF SPACE FOR PERMANENT RESIDENTIAL HOUSING: 100%

**** IF EXISTING UNITS ARE VACANT, DATE LAST OCCUPIED:** _____
** * AFFIDAVIT OF VACANCY MUST BE ATTACHED****

DESCRIBE BUILDING USE AND SQUARE FEET INTENDED FOR EACH USE: New Multifamily project
24 units, located in the Brewery District, 26,136 sf, and intended use will be for apartment rental investment.

PROJECTED COST OF CONSTRUCTION / REHABILITATION: $ $7,569,300

PROPERTY ACQUISITION COST $ $524,000

SOURCE OF COST ESTIMATE: CBRE appraisal 5.10.2022, and Berschauer Group Inc estimate

EXPECTED DATE TO START PROJECT: 4.1.2022 **PROPOSED COMPLETION DATE:** July 2023

RESIDENTIAL TARGET AREAS

8 or 12 Year Tax Credit: ☐ Capitol Boulevard Corridor ■ Brewery District

12 Year Tax Credit only ☐ Tumwater Town Center ☐ Littlerock Road Subarea

IF APPLYING FOR A 12-YEAR CREDIT, PLEASE ATTACH A STATEMENT ADDRESSING THE FOLLOWING QUESTIONS:

1. Total number of units being proposed
2. Estimated rent per unit
3. Number of units rented to low or moderate income households (or other households)
4. Estimated income of those households
5. Method for insuring program compliance over the period of the exemption

A COMPLETE APPLICATION SHALL INCLUDE:

1. A completed City of Tumwater application setting forth the grounds for the exemption;
2. Preliminary floor and site plans of proposed project;
3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
4. Verification by oath or affirmation of the information submitted.

For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application and shall secure from the city verification of property noncompliance with the city's applicable building or housing codes.

Before application approval, the applicant shall enter into a contract with the City, approved by the City Council, regarding the terms and conditions of the project. After City Council approval of the contract, and Director of Community Development approval of the application, the Director shall issue a conditional Certificate of Acceptance of Tax Exemption. The Conditional Certificate expires three years from the date of approval unless an extension is granted as provided in this chapter."

(FOR CITY USE)

☐ Building is in a Multi-Family Tax Exemption Target Areas

☐ Building is not in compliance with the City's Minimum Housing Code

☐ Required Preliminary Plans are attached: ☐ Plans ☐ Site Plan ☐ Floor Plan

☐ $100 application fee received

I certify under penalty of perjury that the information furnished by me is true and correct to the best of my knowledge, and further, that I am the owner of this property or am authorized by the owner to perform the work for which this permit application is made. I further agree to hold harmless, the City of Tumwater as to any claim (including costs, expenses, and attorney fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Tumwater, to the extent such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.

Signature of Owner — 9-7-2022 (Date)

Pat Berschauer, PSDC Investment LLC
Print Name

Signature of Applicant/Agent — 9-7-2022 (Date)

Pat Berschauer, Applicant
Print Name

NORTH STREET APARTMENTS

350 NORTH STREET SE
TUMWATER, WA 98501
PERMIT RESUBMITTAL - 04.27.2022

Separate permits will be required for signs, fire sprinkler and fire alarm systems. The sprinkler and alarm permits must be applied for before issuance of the primary building permit.

A stamped acceptance letter from Engineer of record regarding truss engineering is required prior to going vertical with the building.



WABO special inspection firm
Materials Testing & Consulting Inc.

APPROVED
PERMIT #: TUM-22-0073
05/19/20223:45:56 PM
Community Development Department
Rodney Shea
Building/Fire Safety Inspector

IF SHEET MEASURES LESS THAN 24"X36", IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY

bcra
T 253.627.4367 F 253.627.8305 WWW.BCRADESIGN.COM
2106 PACIFIC AVENUE, SUITE 300, TACOMA, WA 98402

SEAL
12421 REGISTERED ARCHITECT NICHOLAS EWING KLUNGE STATE OF WASHINGTON

Exhibit B

PROJECT
PROJECT DESCRIPTION
NORTH STREET APARTMENTS
350 NORTH STREET SE
TUMWATER, WA 98501

ISSUE/REVISIONS

DATE
04.27.2022
BCRA NO.
21012.00.00
DRAWN BY:
REVIEWED BY:
SHEET TITLE
COVER

bcra
COPYRIGHT 2022 - BCRA, INC. ALL RIGHTS RESERVED

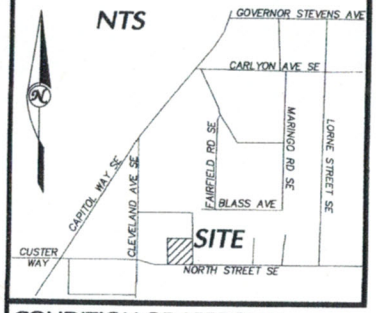
SHEET
G-101
PERMIT RESUBMITTAL

BLA#4912595

RECORD OF SURVEY FOR THE PURPOSE OF BOUNDARY LINE ADJUSTMENT/ LOT CONSOLIDATION
(BLA 211474TW)

~PREPARED FOR~
BERSCHAUER GROUP, INC.

VICINITY MAP
NTS



CONDITION OF APPROVAL
ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNER AND HIS/HER SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.

DECLARATION OF BOUNDARY LINE ADJUSTMENT
WE, THE UNDERSIGNED, ARE THE OWNERS OF THE HEREIN DESCRIBED ADJUSTMENT OF LAND KNOWN AS BOUNDARY LINE ADJUSTMENT NO. 211474TW SUBJECT TO THE FOLLOWING CONDITIONS:
1) THAT THE ADJUSTED LEGAL DESCRIPTIONS OF EACH OF THE PARCELS BEING ADJUSTED IS INCORPORATED BY REFERENCE AS THOUGH FULLY SET OUT HEREIN.
2) WE, THE UNDERSIGNED, HEREBY INDEMNIFY THE APPROVING GOVERNMENTAL AGENCY FOR ALL COSTS OR DAMAGES INCLUDING ATTORNEY'S FEES INCURRED BY OR CHARGED AGAINST THAT AGENCY AS A RESULT OF THIS SIGNATORY NOT BEING THE OWNER OF THE PROPERTY BEING ADJUSTED.
3) WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT THIS BOUNDARY LINE ADJUSTMENT HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

DATED THIS 20th DAY OF January, 2022

SIGNATURE

PATRICK A. BERSCHAUER OWNER
PRINT NAME TITLE

ACKNOWLEDGMENT
STATE OF WASHINGTON > SS
COUNTY OF THURSTON

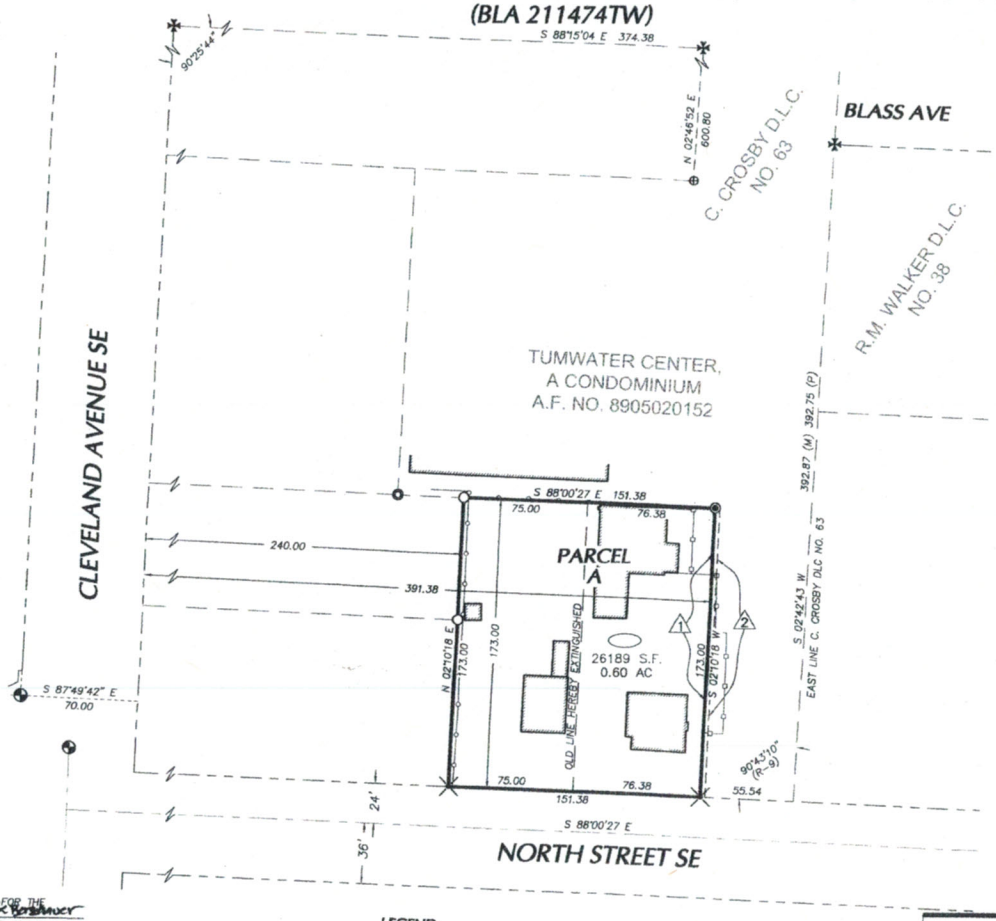
ON THE 20 DAY OF January, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Patrick Berschauer (NAME) TO ME KNOWN TO BE THE Owner (TITLE) OF BERSCHAUER GROUP INC AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE-WRITTEN.

Sabrena Orr
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
(PRINT NAME) SABRENA ORR
RESIDING AT: Olympia, WA
MY COMMISSION EXPIRES: 10-11-2022

(SEAL) SABRENA ORR NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCTOBER 11, 2022

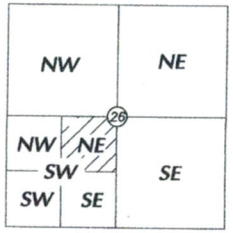
THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT IN AUGUST 2021. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332.130.090.



ORIGINAL DESCRIPTIONS
THE EAST 75 FEET OF THE WEST 315 FEET OF THE SOUTH 173 FEET OF THAT PART OF THE CROSBY DONATION CLAIM NO.63, IN TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., LYING EAST OF CLEVELAND AVENUE AND NORTH OF ROAD KNOWN AS NORTH STREET.
ALSO:
THE EAST 76.38 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THE SOUTH 173 FEET OF THE WEST 391.38 FEET OF THAT PART OF CROSBY DONATION CLAIM NO.63, IN TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., LYING EAST OF CLEVELAND AVENUE AND NORTH STREET.

NEW DESCRIPTION
THE SOUTH 173.00 FEET OF THE EAST 151.38 FEET OF THE WEST 391.38 FEET OF THAT PART OF CROSBY DONATION CLAIM NO.63, IN TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., LYING EAST OF CLEVELAND AVENUE AND NORTH OF NORTH STREET.

SURVEY REFERENCES
1. SUBDIVISION GUARANTEE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED NOVEMBER 3, 2020 UNDER ORDER NO. TH29127.
2. FRED CARLYONS SUNSET ADDITION NO.6 RECORDED UNDER AUDITOR'S FILE NO. 333299.
3. F.W. CARLYONS SUNSET ADDITION NO. 6 RECORDED UNDER AUDITOR'S FILE NO. 333299.
4. F.W. CARLYONS FAIRGROUND ACRE TRACTS DIVISION NO.2 RECORDED IN VOLUME 8A OF PLATS, PAGE 94.
5. F.W. CARLYONS FAIRGROUND ACRE TRACTS DIVISION NO.3 RECORDED UNDER AUDITOR'S FILE NO. 127354.
6. F.W. CARLYONS FAIRGROUND ACRE TRACTS DIVISION NO.5 RECORDED UNDER AUDITOR'S FILE NO. 131688.
7. FUNKS FAIRGROUND LOTS RECORDED UNDER AUDITOR'S FILE NO. 334731.
8. TUMWATER MEDICAL CENTER, A CONDOMINIUM RECORDED UNDER AUDITOR'S FILE NO. 8905020152.
9. SHORT SUBDIVISION NO. SS 100998TW RECORDED UNDER AUDITOR'S FILE NO. 4189776.
10. NORTH STREET CONDOMINIUMS RECORDED UNDER AUDITOR'S FILE NO. 8406060011.
11. SURVEY RECORDED UNDER AUDITOR'S FILE NO. 4680727.
12. BOUNDARY LINE ADJUSTMENT NO. BLA 067501TW RECORDED UNDER AUDITOR'S FILE NO. 3860310.
13. SHORT PLAT NO. SS 7409TW RECORDED UNDER AUDITOR'S FILE NO. 3330769.
14. SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9051912.
15. SURVEY RECORDED UNDER AUDITOR'S FILE NO. 8205100055.
16. SURVEY RECORDED UNDER AUDITOR'S FILE NO. 1016709.
17. SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3239399.



SECTION 26
TOWNSHIP 17 NORTH,
RANGE 2 WEST, M.M.

LEGEND
- FOUND 3" BRASS DISC IN CONCRETE
- FOUND 4"X4" CONCRETE PYRIMID MONUMENT WITH 1/8" BRASS PIN
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP", "28073".
- SET LEAD PLUG AND TACK STAMPED "28073".
- FOUND MAGNETIC NAIL WITH 1 1/2" WASHER
- FOUND MAGNETIC NAIL WITH 3/4" WASHER
- FOUND 1/2" IRON PIPE
- STREET ADDRESS: NORTH STREET SE TUMWATER WA. 98501
- 1 THE EAST LINE, WEST 391.38 FEET OF THAT PART OF CROSBY DONATION CLAIM LYING EAST OF CLEVELAND AVENUE
- 2 EAST LINE, WEST 394.21 FEET OF THAT PART OF CROSBY DONATION CLAIM LYING EAST OF CLEVELAND AVE

BASIS OF BEARINGS: THURSTON COUNTY HIGH PRECISION GEODETIC CONTROL NETWORK BASED ON SURVEY CONTROL NO. 4005-37 EQUALS N 11°54'44" W

SCALE: 1"=50 FEET
0 25 50 100

ORIGINAL PARCEL NO.(S)
09250057000, 09250056000

CERTIFICATE OF CONFORMANCE
I HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS IN COMPLIANCE WITH CHAPTER 17.06 OF THE TUMWATER MUNICIPAL CODE (LAND DIVISION ORDINANCE) AND IS APPROVED THIS DAY OF January 31st, 2022 SUBJECT TO RECORDING WITH THE AUDITOR OF THURSTON COUNTY.

CITY OF TUMWATER COMMUNITY DEVELOPMENT DIRECTOR

TREASURER'S CERTIFICATE
I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 2022

THURSTON COUNTY TREASURER 01/27/22 DATE

CITY OF TUMWATER BOUNDARY LINE ADJUSTMENT NO. BLA 211474TW

AUDITOR'S CERTIFICATE
Filed for record this 31st day of January, 2022
at 1:51 P.M. at the request of JEFF S. PANTIER
auditor's file no. 4912595

THURSTON COUNTY AUDITOR BY MP DEPUTY

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of THE BERSCHAUER GROUP INC.

JEFF S. PANTIER REGISTERED PROFESSIONAL LAND SURVEYOR
DEC. 4, 2021 DATE
CERT. #28073

JEFF S. PANTIER STATE OF WASHINGTON 28073 REGISTERED PROFESSIONAL LAND SURVEYOR

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1599 FAX: 360.357.6299
hattonpantier.com

DRAWN BY: JWL | CHECKED BY: JSP | JOB NO: 19062

AUDITOR'S INDEXING DATA

QUARTER QUARTER	QUARTER	SECTION	TOWNSHIP	RANGE
NE	SW	26	18N	2W W.M.

NORTH STREET APARTMENTS

350 NORTH STREET SE, TUMWATER, WA 98501

PROJECT PROPONENT

BERSCHAUER GROUP, INC.
344 SE CLEAVELAND AVE
TUMWATER, WA 98501
PAT BERSCHAUER
(360) 481-3252

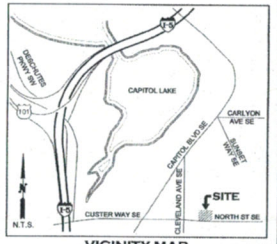
CITY OF TUMWATER

VERTICAL DATUM	MERIDIAN HORIZONTAL DATUM
THURSTON COUNTY HIGH PRECISION SURVEY NETWORK CONTROL POINT GEO 5 3" WSDOT BRASS CAP IN SIDEWALK TUMWATER VALLEY DRIVE SE & "E" STREET SE NAVD88 = NGVD29 + 3.40'	THURSTON COUNTY HIGH PRECISION SURVEY CONTROL NETWORK CONTROL POINTS GEO 5 & Dp3 4005-37 EQUALS N 11°54'44" W

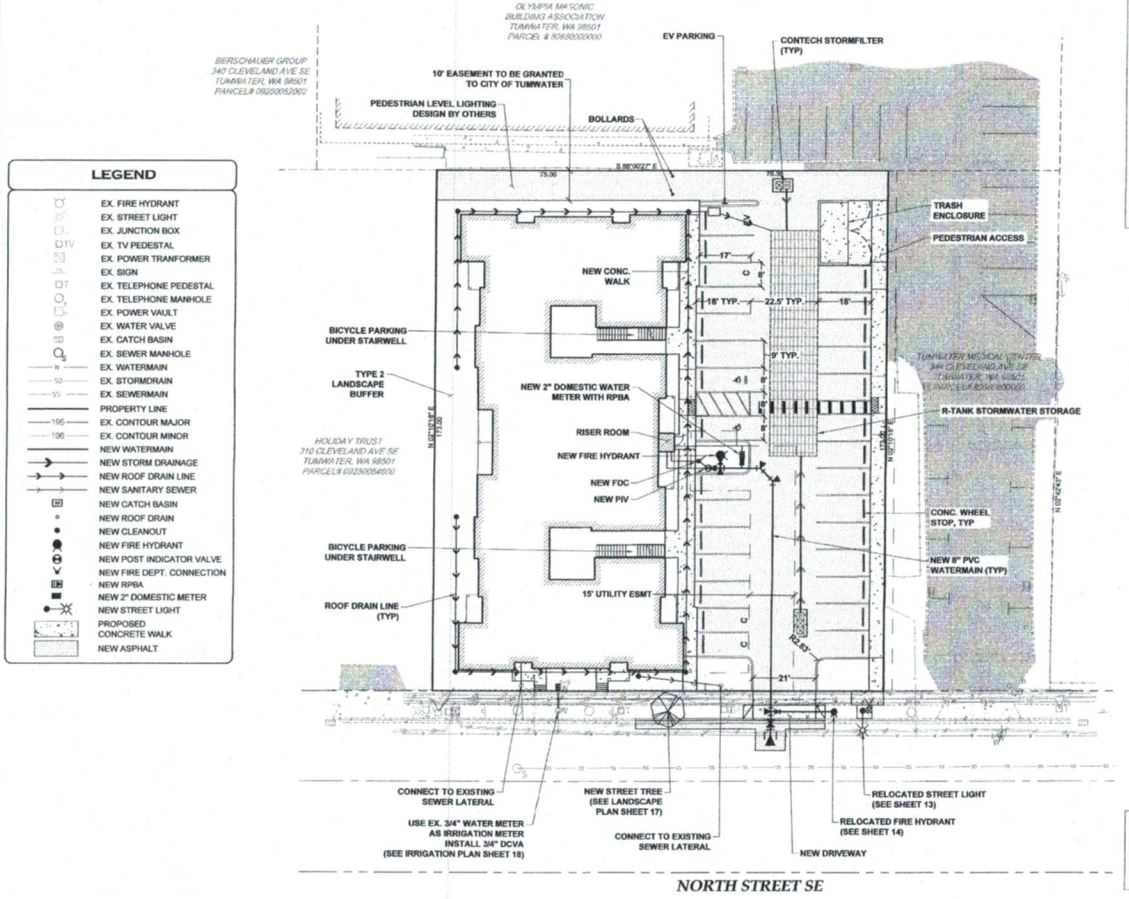
SCALE: 1" = 20'

SHEET INDEX

1	COVER SHEET
2	EROSION CONTROL & DEMOLITION PLAN
3	TESC NOTES & DETAILS
4	SOIL MANAGEMENT PLAN
5	GRADING PLAN
6	DRAINAGE PLAN
7	NORTH STREET SE FRONTAGE IMPROVEMENTS
8	SITE DETAILS
9	GRADING DETAILS
10	DRAINAGE DETAILS - 1
11	DRAINAGE DETAILS - 2
12	DRAINAGE DETAILS - 3
13	UTILITY PLAN
14	WATERMAIN PLAN & PROFILE
15	WATERMAIN NOTES & DETAILS
16	UTILITY NOTES & DETAILS
17	LANDSCAPE PLAN
18	IRRIGATION PLAN



VICINITY MAP



LEGEND

- EX. FIRE HYDRANT
- EX. STREET LIGHT
- EX. JUNCTION BOX
- EX. TV PEDESTAL
- EX. POWER TRANFORMER
- EX. SIGN
- EX. TELEPHONE PEDESTAL
- EX. TELEPHONE MANHOLE
- EX. POWER VAULT
- EX. WATER VALVE
- EX. CATCH BASIN
- EX. SEWER MANHOLE
- EX. WATERMAIN
- EX. STORMDRAIN
- EX. SEWERMAIN
- PROPERTY LINE
- EX. CONTOUR MAJOR
- EX. CONTOUR MINOR
- NEW WATERMAIN
- NEW STORM DRAINAGE
- NEW ROOF DRAIN LINE
- NEW SANITARY SEWER
- NEW CATCH BASIN
- NEW ROOF DRAIN
- NEW CLEANOUT
- NEW FIRE HYDRANT
- NEW POST INDICATOR VALVE
- NEW FIRE DEPT. CONNECTION
- NEW RPBA
- NEW 2" DOMESTIC METER
- NEW STREET LIGHT
- PROPOSED CONCRETE WALK
- NEW ASPHALT

PROPERTY OWNER

PSDC INVESTMENT LLC
344 CLEVELAND AVENUE SE
TUMWATER, WA 98501

DEVELOPMENT SUMMARY:

PROPOSED USE: 24-UNIT APARTMENT COMPLEX
SITE ADDRESS: 340 & 350 NORTH STREET SE, TUMWATER, WA 98501
PARCEL NO.: 09250059000, 09250057000

LEGAL:
SECTION 26 TOWNSHIP 18 RANGE 2W DONATION LAND CLAIM CROSBY DLC E 76.38F OF S 173F OF W 391.38F E OF CLEVELAND AVE & N OF NORTH ST

S/T/R: SEC. 26, TWN. 18N, RGE. 2W
ZONING: BD, BREWERY DISTRICT, TRIANGLE
EXISTING USE: SINGLE-FAMILY

EXISTING PARCEL AREA: 26,187 S.F. (0.601 AC.)
NET PARCEL AREA MINUS
BIKE / PED. EASEMENTS: 0.034 AC

REQUIRED DENSITY: MIN. 20 DWELLINGS PER ACRE
PROPOSED DENSITY: 40 DWELLINGS PER ACRE
TOTAL BUILDING AREA: 8,874 S.F. (34%)
CONSTRUCTION TYPE: TYPE V-B (SPRINKLERED)
OCCUPANCY: R-2
BUILDING HEIGHT: 40'-6", 55' ALLOWED
FLOOR AREA RATIO: 0.34

MAXIMUM IMPERVIOUS SURFACE: SEE FOOTNOTE (1) IN TMC TABLE 18.027.050
EXISTING SITE IMPERVIOUS: 8,461 S.F. (32%)
PROPOSED IMPERVIOUS: 21,383 S.F. (82%)

LANDSCAPE PROVIDED: 2,997 S.F. (12%)

SETBACKS: FRONT: 10' / SIDE: 0' / REAR: 0' NO MINIMUM AND 10 FEET MAX.

PARKING REQUIRED: PER TMC FIGURE 18.50.070(A) FOOTNOTE 1 - 1 STALL PER 1-2 BEDROOM UNIT, PLUS 1 STALL PER EACH 10 UNITS (27 STALLS)
PARKING PROVIDED: 29 STALLS (INCL. 2 ADA AND 1 EV)
BIKE PARKING: 6 SHORT-TERM, 6 LONG-TERM - LONG TERM TO BE PROVIDED IN UNITS

EXISTING UTILITY SERVICES:
WATER - CITY OF TUMWATER (EXISTING SERVICE 3/4", NEW SERVICE 2")
IRRIGATION - CITY OF TUMWATER (EXISTING SERVICE 3/4")
SEWER - CITY OF TUMWATER (EXISTING LATERAL, NO IMPROVEMENTS)
STORM - EXISTING STORMWATER COLLECTION AND DISPERSAL
ELECT - PUGET SOUND ENERGY (EXIST. SERVICE)
GAS - PUGET SOUND ENERGY (TO BE ABANDONED)
TELE/COM - CENTURYLINK
SOLID WASTE - PACIFIC DISPOSAL (NEW 18'x10' ENCLOSURE)

NOTE: NO WELLS EXIST ON OR WITHIN 200 FEET OF THE SUBJECT SITE, AS DETERMINED BY OBSERVATIONS AND DEPARTMENT OF ECOLOGY WELL LOG DATA.

NOTE:
THE APPLICANT IS REQUESTING CONSIDERATION OF A LANDSCAPING MODIFICATION FOR THE PERIMETER YARDS AREAS AND PARKING LOT DUE TO REQUIREMENTS OF BICYCLE/PEDESTRIAN WAYS AND RELATED DESIGN ELEMENTS OUTLINED IN THE BREWERY DISTRICT SUB-AREA PLAN AND ZONING REGULATIONS THAT AFFECT THE PROPERTY

CONSTRUCTION STAKING:
THIS PROJECT MUST BE STAKED PRIOR TO CONSTRUCTION BY THE DESIGN ENGINEER OR A LICENSED LAND SURVEYOR.

RECORD DOCUMENTS:
THE CONTRACTOR SHALL FURNISH HATTON GODAT PANTIER WITH A DRAWING(S) SHOWING THE CHANGES MADE TO THE DESIGN DRAWING(S).

THIS DRAWING DOES NOT REPRESENT A RECORD DOCUMENT, UNLESS CERTIFIED BY HATTON GODAT PANTIER.

ANY ALTERATIONS TO THE DESIGN SHOWN HEREON MUST BE REVIEWED AND APPROVED BY HATTON GODAT PANTIER.

NOTE: THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 811 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.

APPROVED
PERMIT # 21-1910
05/03/2022 12:09 PM
Transportation Engineering Department
Jeff Lindhorst, P.E., Engineering Manager
Approval Expires One Year From Date Above

DESIGNED BY: JC
DRAWN BY: BSN
CHECKED BY: SRH
DATE: NOVEMBER 2021
SCALE: H 1" = 20'
V NA

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1849 FAX: 360.357.6299
hattonpantier.com

REVISIONS: DATE:
CITY COMMENTS 02/15/2022

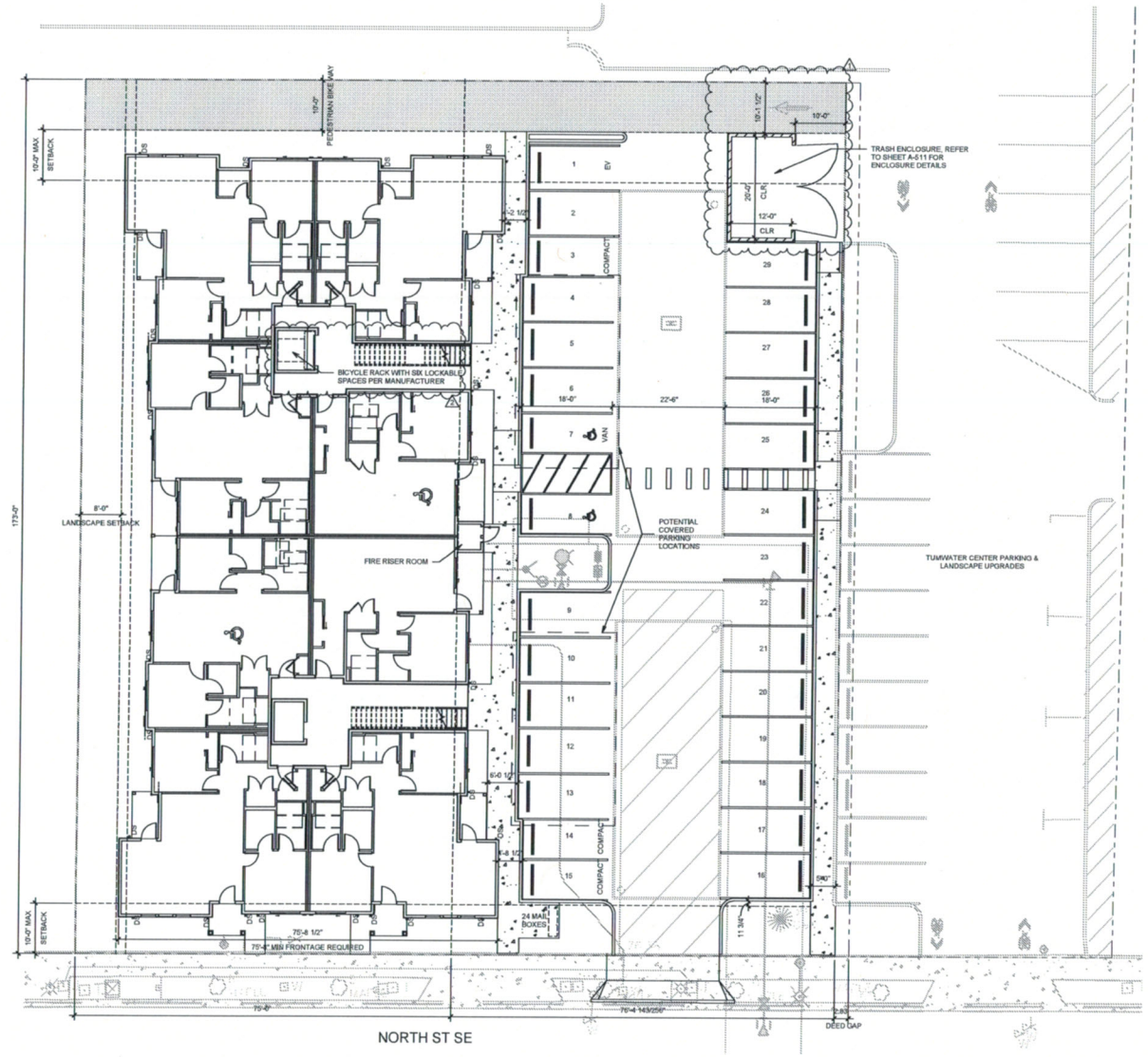
NORTH STREET APARTMENTS
350 NORTH STREET SE, TUMWATER, WA 98501

COVER SHEET

A PORTION OF THE SE QUARTER OF THE SW QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.

TPN 09250057000

AGENCY NO. TUM-21-1910
SHEET: 1 OF 18
H:\DON\19-00019-062\CD
INDEX: 19-062 cov.dwg
JOB: 19-062



1 SITE PLAN
3/32" = 1'-0"

SCALE: 3/32" = 1'-0"

TRUE NORTH

SITE PLAN GENERAL NOTES

1. REFER TO CIVIL DRAWINGS FOR DEMOLITION OF EXISTING STRUCTURES AND SITE FEATURES.
2. REFER TO CIVIL DRAWINGS FOR ASPHALT PAVING AND CONCRETE SIDEWALK SECTIONS.
3. REFER TO CIVIL DRAWINGS FOR ALL SURFACING FEATURES, UTILITIES, GRADING, STORMWATER AND ELEVATIONS. ELEMENTS SHOWN ON THIS DRAWING ARE FOR REFERENCE ONLY.
4. REFER TO ELECTRICAL DRAWINGS FOR SITE LIGHTING AND EQUIPMENT DESIGN.

PARKING

PARKING REQUIREMENTS:
FIGURE 18.50.070(A)

MULTIFAMILY DWELLING: 1.5 SPACES PER 1-2 BED DWELLING UNIT, PLUS 1 GUEST SPACE FOR EVERY 10 UNITS

NOTE 1: CAN BE REDUCED 20% PER TMC 18.50.075

REQUIRED: 24 UNITS + 3 GUEST SPACES = 27 TOTAL

PROVIDED: 24 REGULAR SPACES
3 COMPACT SPACES
2 ADA SPACES (1 VAN)

TOTAL: 29 SPACES

BICYCLE PARKING

BICYCLE PARKING REQUIREMENTS:
FIGURE 18.50.120(A)

SHORT TERM

RESIDENTIAL USES: 1 SPACE PER 4 UNITS

REQUIRED: 24 UNITS / 4 = 6 TOTAL

PROVIDED: 6 (3 SPACES UNDER EACH STAIRWAY)

REFER TO CIVIL SITE PLAN FOR BIKE RACK LOCATIONS

LONG TERM

REQUIRED: 6

LONG TERM TO BE PROVIDED IN GROUND LEVEL STORAGE UNIT LOCATED IN THE NORTH ENTRY ALCOVE

bcra
T 253.627.4367 F 253.627.8305 WWW.BCRADESIGN.COM
2106 PACIFIC AVENUE, SUITE 300, TACOMA, WA 98402

12420 REGISTERED ARCHITECT
MICHAEL EDWIN WILKINS
STATE OF WASHINGTON

PROJECT
PROJECT DESCRIPTION
NORTH STREET APARTMENTS
350 NORTH STREET SE
TUMWATER, WA 98501

1	Revision 1	3/2/2022
2	Revision 2	3/29/2022

DATE
04.27.2022

BCRA NO.
21012.00.00

DRAWN BY

REVIEWED BY

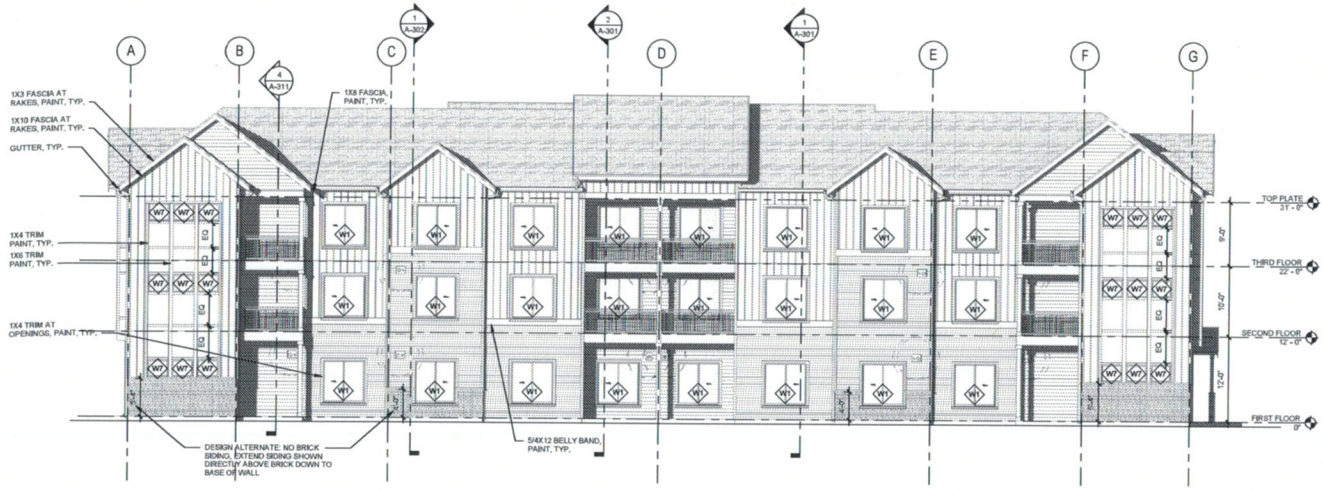
SHEET TITLE
SITE PLAN

bcra
© COPYRIGHT 2021 - BCRA, INC. ALL RIGHTS RESERVED

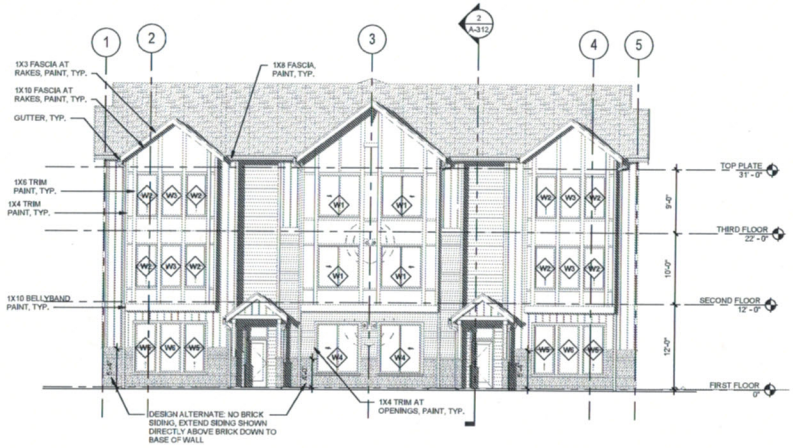
SHEET
A-111

PERMIT RESUBMITTAL

IF SHEET MEASURES LESS THAN 24"X36", IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY



4 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"



3 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"

EXTERIOR ELEVATION GENERAL NOTES

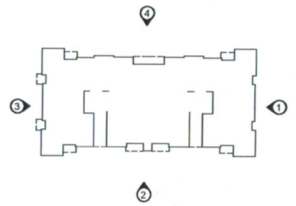
EXTERIOR ELEVATION LEGEND

- FIBER CEMENT LAP SIDING, PAINT, TYPICAL
  4" EXPOSURE - PAINT: KNOXVILLE GRAY, HC-160
- FIBER CEMENT LAP SIDING, PAINT, TYPICAL
  7" EXPOSURE - PAINT: COVENTRY GRAY, HC-169
- FIBER CEMENT BOARD AND BATTEN SIDING, PAINT, TYPICAL
  12" EXPOSURE - PAINT: TEMPLETON GRAY, HC-161
- FIBER CEMENT PANEL SIDING, PAINT, TYPICAL
  PAINT: WHITE WISP, OC-54
- SLIM BRICK VENEER - MUTUAL MATERIALS
  COLOR: REDONDO GRAY, FINISH: SMOOTH TEXTURE
- ASPHALT SHINGLE ROOFING
- VENT SHROUD, PROVIDE 3" MINIMUM SEPARATION FROM ADJACENT TRIM, TYP.

PLAN NORTH

SCALE: 1/8" = 1'-0"

KEY PLAN



bcra
T 253.627.4367 F 253.627.4369 WWW.BCRADESIGN.COM
2106 PACIFIC AVENUE, SUITE 300 TACOMA, WA 98402

SEAL

12421 REGISTERED ARCHITECT
NICHOLAS EDWARD MCNAMEE
STATE OF WASHINGTON

PROJECT
PROJECT DESCRIPTION
NORTH STREET APARTMENTS
350 NORTH STREET SE
TUMWATER, WA 98501

REVISIONS

DATE
04.27.2022

BCRA NO.
21012.00.00

DRAWN BY: Author

REVIEWED BY

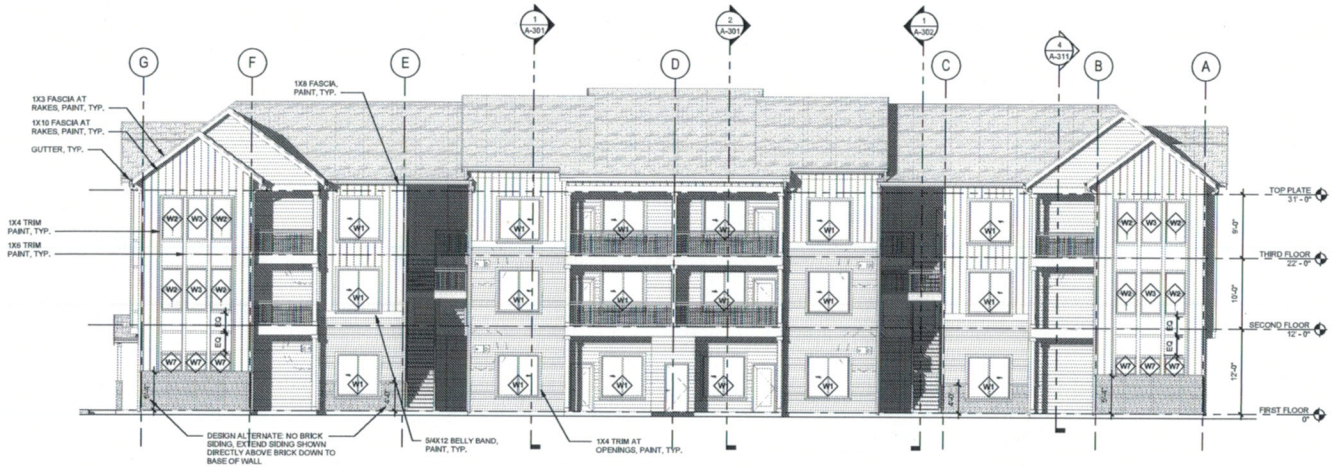
SHEET TITLE
EXTERIOR ELEVATIONS

bcra
©COPYRIGHT 2021-2024, INC. ALL RIGHTS RESERVED

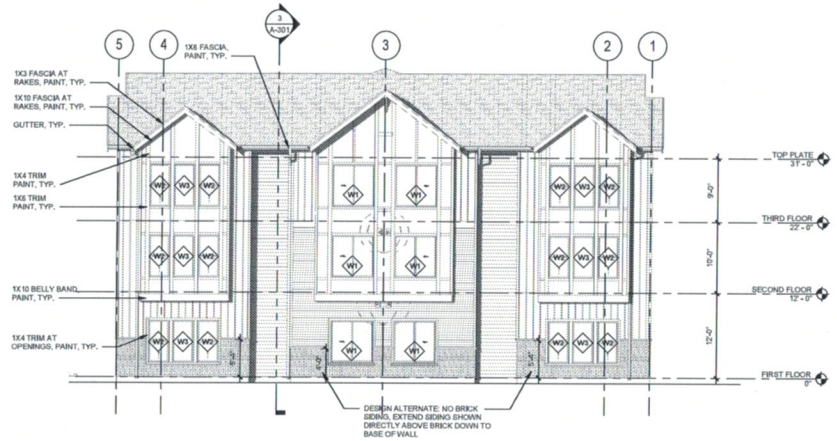
SHEET
A-202

PERMIT RESUBMITTAL

IF SHEET MEASURES LESS THAN 24"X36", IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY



2 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



1 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

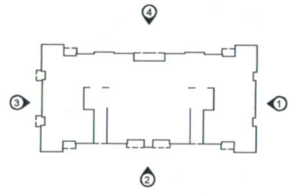
EXTERIOR ELEVATION GENERAL NOTES

1. ALION FIBER CEMENT PANEL SEAMS AS SHOWN ON DRAWINGS.
2. SEE SHEET A-611 FOR WINDOW TYPES AND SIZES, SEE FLOOR PLANS FOR WINDOW CALLOUTS.
3. SEE SHEET A-591 - A-592 FOR EXTERIOR WALL DETAILS.
5. WINDOW OPENINGS TO BE 3'-0" MIN. FROM EXHAUST.
6. OVERALL GUARDRAIL HEIGHTS SHALL BE 42" AFF OF ADJACENT SURFACE, TYP

EXTERIOR ELEVATION LEGEND

- FIBER CEMENT LAP SIDING, PAINT, TYPICAL
  4" EXPOSURE - PAINT: KNOXVILLE GRAY, HC-160
- FIBER CEMENT LAP SIDING, PAINT, TYPICAL
  7" EXPOSURE - PAINT: COVENTRY GRAY, HC-169
- FIBER CEMENT BOARD AND BATTEN SIDING, PAINT, TYPICAL
  12" EXPOSURE - PAINT: TEMPLETON GRAY, HC-161
- FIBER CEMENT PANEL SIDING, PAINT, TYPICAL
  PAINT: WHITE WISP, OC-54
- SLIM BRICK VENEER - MUTUAL MATERIALS
  COLOR: REDONDO GRAY, FINISH: SMOOTH TEXTURE
- ASPHALT SHINGLE ROOFING
- VENT SHROUD, PROVIDE 3" MINIMUM SEPARATION FROM ADJACENT TRIM, TYP.

KEY PLAN



PLAN NORTH

bcra
T 253.627.4367 F 253.627.8305 WWW.BCRADESIGN.COM
2106 PACIFIC AVENUE, SUITE 300, TACOMA, WA 98402

REGISTERED ARCHITECT
NICHOLAS ERVING HOLMAS
STATE OF WASHINGTON

PROJECT
PROJECT DESCRIPTION
NORTH STREET APARTMENTS
350 NORTH STREET SE
TUMWATER, WA 98501

ISSUES NO

DATE
04.27.2022
BCRA NO.
21012.00.00
DRAWN BY
REVIEWED BY
SHEET TITLE
EXTERIOR ELEVATIONS

bcra
© COPYRIGHT 2022 - BCRA, INC. ALL RIGHTS RESERVED

SHEET
A-201
PERMIT RESUBMITTAL

IF SHEET MEASURES LESS THAN 24"X36", IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY

PERMIT

CITY OF TUMWATER
555 ISRAEL ROAD SW
TUMWATER, WA 98501
PH: (360) 754-4180
FAX: (360) 754-4126
E-Mail: permits@ci.tumwater.wa.us

PERMIT NUMBER: TUM-22-0073
APPLIED: 12/10/2021
ISSUED: 5/24/2022
EXPIRES: 11/20/2022
VALUATION: $2,400,000.00
MASTER PERMIT: TUM-21-1910

PROJECT: NORTH STREET APARTMENTS
Project Address: 350 NORTH ST SE
Assessor's Parcel No: 09250057000
Permit Type: MULTIFAMILY BUILDING PERMIT
Permit Description: CONSTRUCTION OF A 3-STORY 24-UNIT APARTMENT BUILDING

OWNER	CONTRACTOR	LENDER
PSDC INVESTMENT, LLC 3922 COUNTRY CLUB DR NW Olympia WA 98502 (360) 481-3252	BERSCHAUER GROUP, INC. 344 CLEVELAND AVE SE SUITE C TUMWATER WA 98501-3342 (360) 539-7252	NOT PROVIDED

CUSTOMER NUMBER: 00001766 **Lic #:** BERSCGI894P1 **Exp Date:** 10/27/2023

FEES

BLDG PLAN CHECK R2014-025	$10,649.96	BUILDING PERMIT R2014-025	$16,384.55
ENERGY PLAN CHECK MUL FAM	$187.00	PASS THRU STATE FEE	$52.50
PLUMBING PLAN REVIEW	$2,763.15	PLUMBING PERMIT FEE	$4,251.00
MECHANICAL PLAN REV R2010-18	$2,522.00	MECHANICAL PERMIT FEE 2022	$3,880.00
CDC FEE 2022	$97,830.07	WATER METER-1ST 2022	$25,375.08
SEWER CONNECTION 2022	$42,274.42	PARK IMPACT FEE	$57,914.88
TUMWATER SCHOOL IMPACT 2021	$28,344.00	TRAN IMPACT FEE 2021	$46,686.17
		Total Permit Fees	**$339,114.78**

NOTICE: Separate electrical permits are required from the Department of Labor & Industries. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. For information on contractor registration laws go to https://fortress.wa.gov.

ISSUED BY

APPLICANT OR OWNER'S SIGNATURE

24 Hour Notice Required For All Inspections
For Inspections Call: (360) 754-4189 or Schedule On-Line at www.ci.tumwater.wa.us

Berschauer
GROUP INC

September 12, 2022

City of Tumwater
Attention: Brad Medrud, Planning Manager

Re: Project: 350 North Street Apartments
TMC 3.30 Tax Exemption Application

Brad,

Attached is our complete application for 350 North Street Apartments per Chapter 3.30 Multifamily Housing Tax Exemptions.

We also want to acknowledge per the application form the following:

1. The potential future tax liability when the project ceases to be eligible under this chapter
2. Our affidavit of vacancy of our existing (3) tenants was completed on March 31, 2022.
3. We affirm by oath that all our information submitted be true and accurate to the best of our knowledge.

If you have any questions regarding our application, please don't hesitate to call.

Sincerely,

Patrick Berschauer
Applicant for PSDC Investment LLC
360.481.3252

Attachment E

Contract Approvals

For Eight-Year Multifamily Tax Exemptions –

350 North Street Apartments (TUM-22-1338)

Craft District Apartments (TUM-22-1393)

November 22, 2022
City Council Worksession

Background

- In 2014 the City Council adopted the *Brewery District Plan*
- The *Brewery District Plan* recommended establishing a MFTE program to improve the financial viability of development in the District
- In 2017, the City Council adopted the MFTE program to stimulate desired multifamily housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor

Background

- The City's MFTE program includes an eight-year tax exemption for providing market rate multifamily housing to help encourage further development in the designated areas, such as the Brewery District

MFTE Effect on Revenue

- An approved MFTE is a shift in revenue from property tax
- When the City Council sets the City's property tax levy, the City levies a total dollar amount that will be collected for City operations

MFTE Effect on Revenue

- When certain property owners get discounts, such as through the MFTE program, that cost is re-distributed to the other property owners in the City
- No matter how many MFTE discounts the City provides, the City still collects the same amount of property tax dollars

Approval Process

TMC 3.30 *Multifamily Housing Tax Exemptions* establishes the review and approval process for MFTE applications:

1. An applicant files a complete Conditional Certificate Application with the City
2. City staff reviews the application
3. If the application is complete and meets the requirements of TMC 3.30, the Community Development Director approves the Conditional Certificate

Approval Process

4. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract
5. An approved Conditional Certificate and contract are valid for three years from the date of approval

Approval Process

6. Upon completion of the improvements agreed upon in the contract and issuance of a certificate of occupancy, the applicant then files a Final Certificate Application
7. The complete Final Certificate Application is reviewed and approved by the Community Development Director
8. The Community Development Director files a Final Certificate of Tax Exemption with the Thurston County Assessor

Contract Approval

The City Council is asked to approve eight-year tax exemption contracts for two multifamily projects in the Brewery District Subarea:

- 350 North Street Apartments (TUM-22-1338)
- Craft District Apartments (TUM-22-1393)

350 North Street Apartments

- Project Number: TUM-22-1338
- 350 North Street SE, just east of the intersection of North Street SE and Cleveland Avenue SW
- 24 units of new multifamily housing
- Eight-year tax exemption

350 North Street Apartments



Project Site

Craft District Apartments

- Project Number TUM-22-1393
- 4300 Capitol Boulevard, immediately south of the Craft District complex
- 95 units of new multifamily housing
- Eight-year tax exemption

Craft District Apartments



Project Site

Next Steps

City Council

- City Council places the contracts on the **December 6, 2022** City Council consent calendar

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: November 22, 2022

SUBJECT: Contract Approval for an 8-Year Multifamily Tax Exemption for the Craft District Apartments (TUM-22-1393)

---

1) Recommended Action:

Staff recommends that the City Council ask questions of staff and schedule the contract for City Council consideration on December 6, 2022.

---

2) Background:

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor. In 2019, the City Council approved expanding the 12-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plans. The program includes both an 8-year exemption for providing multifamily housing in the designated areas and a 12-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

The City has received an application for the 8-year exemption program for a 95-unit apartment complex in the Brewery District Subarea (TUM-22-1393).

Following the process in TMC 3.30, the Community Development Director has approved the Multifamily Tax Exemption Program application for the 350 North Street Apartments. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.

The General Government Committee was briefed on the contract on November 9, 2022.

The question before the Council is not the approval of the development proposal. It is solely limited to entering into the contract for the exemption in compliance with the City's regulations.

---

3) Policy Support:

Comprehensive Plan Housing Element Action H-3.3.3: Establish a multi-family tax exemption program that gives financial incentive for developers to create multi-family structures in target areas and to set aside a percentage of units as low-income housing.

---

4) Alternatives:

- ❑ None. The applicant has complied with the provisions of the City's ordinance. If the Council desires to reconsider the ordinance, it could do so, but would be advised to

do it independent of this application.

---

5) Fiscal Notes:

The contract is for an 8-year Multifamily Housing Tax Exemption.

---

6) Attachments:

A. Staff Report
B. Craft District Apartments (TUM-22-1393) MFTE Tax Agreement
C. Craft District Apartments (TUM-22-1393) Exhibit A Application
D. Craft District Apartments (TUM-22-1393) Exhibit B Building Plans
E. Craft District Apartments (TUM-22-1393) Exhibit C Exemption Request Letter
F. Craft District Apartments (TUM-22-1393) Exhibit D Supplemental Questions
G. Presentation

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Staff Report

Date: November 22, 2022

To: City Council

From: Brad Medrud

Subject: Contract Approval for an Eight-Year Multifamily Tax Exemption for the Craft District Apartments (TUM-22-1393)

In 2014 the City Council adopted the Brewery District Plan. The Brewery District Plan recommended establishing a MFTE program to improve the financial viability of development in the District.

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor.

The Multifamily Housing Tax Exemption program includes both an eight-year exemption for providing multifamily housing in the designated areas and a twelve-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

In 2019, the City Council approved expanding the Twelve-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plan.

The City has received an application for the eight-year exemption program for the 95-unit Craft District Apartments multifamily development in the Brewery District Subarea (TUM-22-1393).

This memorandum discusses the requirements for the Multifamily Tax Exemption Program application for the 95-unit Craft District Apartments in the Brewery District Subarea.

Following the process in TMC 3.30, the Community Development Director has approved the Multifamily Tax Exemption Program application for the Craft District Apartments. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.

The General Government Committee was briefed on the contract on November 9, 2022.

MFTE Program Effect on Revenue

An approved MFTE is a shift in revenue from property tax. When the City Council sets the City's property tax levy, the City levies a total dollar amount that will be collected for City operations. When certain property owners get discounts, such as through the MFTE program, that cost is re-distributed to the other property owners in the City. No matter how many MFTE discounts the City provides, the City still collects the same amount of property tax dollars.

Approval Process

TMC 3.30 *Multifamily Housing Tax Exemptions* establishes the review and approval process for MFTE applications:

1. An applicant files a complete Conditional Certificate Application with the City.
2. City staff reviews the application.
3. If the application is complete and meets the requirements of TMC 3.30, the Community Development Director approves the Conditional Certificate.
4. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.
5. An approved Conditional Certificate and contract are valid for three years from the date of approval.
6. Upon completion of the improvements agreed upon in the contract and issuance of a certificate of occupancy, the applicant then files a Final Certificate Application.
7. The complete Final Certificate Application is reviewed and approved by the Community Development Director.
8. The Community Development Director files a Final Certificate of Tax Exemption with the Thurston County Assessor.

Craft District Apartments

- Project Number TUM-22-1393
- 4300 Capitol Boulevard, immediately south of the Craft District complex
- 95 units of new multifamily housing

- Eight-year tax exemption



Target Area and Length of Exemption

The Craft District Apartments are in the Brewery District Subarea.

The project will follow the eight-year MFTE requirements below.

> ***3.30.040 Tax exemptions for multifamily housing in residential target areas authorized.***
> *A. Duration of Exemption. The value of improvements qualifying under Chapter 84.14 RCW and this chapter will be exempt from ad valorem property taxation, as follows:*
>
> > *1. For eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate.*

The eight-year duration of exemption applies only for projects in the Area 1 – Capitol Boulevard Corridor and Area 2 – Brewery District residential target areas; or

2. For twelve successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate, if the property otherwise qualifies for the exemption under Chapter 84.14 RCW and meets the conditions in this subsection. For the property to qualify for the twelve-year exemption under this subsection, the applicant must commit to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low- and moderate-income households, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the city. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate-income households.

B. Limits on Exemption. The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter. This chapter does not apply to increases in assessed valuation made by the assessor on nonqualifying portions of building and value of land nor to increases made by lawful order of a county board of equalization, the Department of Revenue, or a county, to a class of property throughout the county or specific area of the county to achieve the uniformity of assessment or appraisal required by law.

Project Eligibility

The project meets the following requirements:

1. **Location in the Brewery District Subarea** – Confirmed.
2. **Tenant Displacement Prohibited** – Confirmed.
3. **Size** –The project has 95 dwelling units.
4. **Proposed Completion Date** – The project will need to be completed within three years of application for the MFTE.
5. **Contract with City Approved by City Council** – The applicant must enter into a contract with city approved by City Council. See the attached.

3.30.050 Project eligibility.
A proposed project must meet the following requirements for consideration for a property tax exemption:

A. Location. The project must be located within a residential target area as designated in TMC 3.30.030.

B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of twelve months prior to submission of an application and must have one or more violations of the International Property Maintenance Code of the city of Tumwater. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve months has elapsed from the time of most recent occupancy.

C. Size. The project must include at least four units of multifamily housing within a residential structure or as part of an urban development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing.

D. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

E. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.

F. At least fifty percent of the space in a new, converted, or rehabilitated multiple unit must be for permanent residential housing. In the case of existing occupied multifamily development, the multifamily housing must also provide for a minimum of four additional multifamily units. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional units.

G. The applicant must enter into a contract with city approved by city council under which the applicant agrees to the implementation of the development on terms and conditions satisfactory to the city council.

Application Procedure

Prior to April 1 of any year, the applicant must submit a complete application that includes the following:

1. A **completed city of application form** setting forth the grounds for the exemption. Applicant has provided a completed form. See Attachment C, Exhibit A, and Attachment F, Exhibit D.
2. **Preliminary floor and site plans of the proposed project**. Applicant has provided floor and site plans. See Attachment D, Exhibit B.
3. **A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter.** Applicant has provided. See Attachment E, Exhibit C, and Attachment F, Exhibit D.
4. **Verification by oath or affirmation of the information submitted** – Applicant has provided this. See Attachment C, Exhibit A, and Attachment F, Exhibit D.

> ***3.30.060 Application procedure.***
> *A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:*
>
> *A. Prior to April 1 of any year, file with the director the required application along with the required fees as established by resolution of the city council.*
>
> *B. A complete application shall include:*
>
> > *1. A completed city of Tumwater application form setting forth the grounds for the exemption;*
> >
> > *2. Preliminary floor and site plans of the proposed project;*
> >
> > *3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and*
> >
> > *4. Verification by oath or affirmation of the information submitted.*
>
> *[…]*

Application Review

Within 90 days of submittal of a complete application, the Community Development Director determined the project meets the approval criteria.

> ***3.30.070 Application review and issuance of conditional certificate.***
> *A decision to approve or deny an application shall be made within ninety calendar days of receipt of a complete application.*
>
> *A. Approval. The director may approve the application if he/she finds that:*

1. A minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multifamily units are being developed;

2. If applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in RCW 84.14.020;

3. The proposed project is or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;

4. The owner has complied with all standards and guidelines adopted by the city under this chapter; and

5. The site is located in a residential targeted area of an urban center that has been designated by the city council in accordance with procedures and guidelines of this chapter.

B. Before application approval the applicant shall enter into a contract with the city, approved by the city council, regarding the terms and conditions of the project. After city council approval of the contract, and director approval of the application, the director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.

C. Denial. The director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten calendar days of the denial. An applicant may appeal a denial to the city council within thirty days after receipt of the denial. The appeal before the governing authority must be based upon the record made before the administrative official with the burden of proof on the applicant to show that there was no substantial evidence to support the administrative official's decision. The decision of the governing body in denying or approving the application is final.

Application for Final Certificate

Once the conditions of the contract are met and at the time of temporary or permanent certificate of occupancy, the applicant will need to file an application for final certificate following the process below. The Community Development Director has thirty days to review the application.

3.30.090 Application for final certificate.
Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant must file with the director the following:

A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;

B. A description of the completed work and a statement of qualification for the exemption;

C. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020; and

D. A statement that the work was completed within the required three-year period or any authorized extension.

Within thirty calendar days of receipt of all materials required for a final certificate, the director shall determine whether the specific improvements, and the affordability of the units, satisfy the requirements of the contract, application, and this chapter.

Issuing Final Certificate

Once the Community Development Director has determined the project has meet the conditions of the contract, the director will issue the final certificate.

3.30.100 Issuance of final certificate.
If the director determines that the project has been completed in accordance with this chapter and the contract between the applicant and the city has been completed within the authorized time period, the city shall, within ten calendar days of the expiration of the thirty-day review period provided in TMC 3.30.090, file a final certificate of tax exemption with the Thurston County assessor.

A. Denial and Appeal. The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:

1. The improvements were not completed within the authorized time period;

2. The improvements were not completed in accordance with the application or contract between the applicant and the city; or

3. The owner's property is otherwise not qualified under this chapter.

Within fourteen calendar days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the city's hearing examiner, as provided in TMC Chapter 2.58.

Attachment B

MULTIFAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT
8-YEAR (__X__)
12-YEAR (_____)

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between Craft District II, LLC, hereafter referred to as "Applicant" and the City of Tumwater, Washington, a municipal corporation hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multifamily housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve affordable housing opportunities, and to encourage development densities supportive of economic development and transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multifamily residential housing; and

WHEREAS, the City has, through Tumwater Municipal Code (TMC) 3.30, enacted a program whereby property owners may qualify for a final certificate of tax exemption which certifies to the Thurston County Assessor that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, Applicant is interested in receiving a limited property tax exemption for constructing 95 units of new multifamily housing in the Brewery District Subarea; and

WHEREAS, the Applicant is requesting an __X__ eight (8) or a ____ twelve (12) year limited property tax exemption. (For the property to qualify for the twelve-year exemption, the Applicant commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the Site as housing units affordable for low or moderate-income households as defined by Section 3.30.015 TMC, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the City. In the case of projects intended exclusively for owner occupancy, the minimum requirement of

this subsection may be satisfied solely through housing affordable to moderate-income households as defined by Section 3.30.015 TMC.); and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multifamily residential housing to be constructed on property situated approximately at 4300 Capitol Boulevard SE and described more specifically as follows:

Craft District II, LLC's Craft District Apartments (TUM-22-1393)

County Assessor's Parcel Number: 33870000400

Legal Description: Section 26 Township 18 Range 2W Quarter SW, NW Donation Land Claim BELLATORRE BSP NO 12-0034TW LT 4 Document 4250623

Street Address: 4300 Capitol Boulevard SE

Herein referred to as the "Site", and

WHEREAS, the following exhibits, plans and forms are attached to this Agreement and incorporated herein by this reference:

A. Craft District II, LLC's Craft District Apartments Application

B. Building Plans

C. Craft District II, LLC's Craft District Apartments Written Statement 8-Year Property Tax Exemption

D. Craft District II, LLC's Craft District Apartments Application – Supplemental Questions

; and

WHEREAS, the City has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a final certificate of tax exemption; and

WHEREAS, the Tumwater Municipal Code requires an applicant for a limited property tax exemption to enter into an agreement, in which the applicant agrees to

implement the proposed project on terms satisfactory to the Tumwater City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of Applicant's request for a final certificate of tax exemption, Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference fully incorporated into this Agreement.

2. The City agrees to issue Applicant a conditional certificate of acceptance of tax exemption.

3. Applicant shall construct on the Site multifamily residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multifamily permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.

4. The Applicant further agrees that execution of this Agreement by the Mayor, or issuance of a conditional certificate by the City pursuant to TMC 3.30.070, in no way constitutes approval of proposed improvements on the Site or obligates the City to approve proposed improvements.

5. Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the conditional certificate of acceptance of tax exemption or within any extension thereof granted by the City.

6. Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, file with the City the following:

    A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;

    B. A description of the completed work and a statement of qualifications for the exemption;

C. A statement that the work was completed within the required three-year period or any authorized extension; and

D. If applicable, a statement that the project meets the affordable housing requirements as described in TMC Chapter 3.30.

7. Upon Applicant's successful completion of the improvements in accordance with the terms of this Agreement, Applicant's filing of the materials described in Paragraph 6 above and payment of all fees, and upon the City's approval of a final certificate of tax exemption, the City shall file the final certificate with the Thurston County Assessor and provide a copy to the Applicant. The Applicant shall cause this Agreement to be recorded in the real property records of Thurston County, Washington. The Applicant shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.

8. Applicant shall, within thirty (30) days following the first anniversary of the City's filing of the final certificate of tax exemption and each year thereafter for a period of _X_ eight (8) years or ___ twelve (12) years, file a notarized declaration with the City indicating the following:

A. A statement of occupancy and vacancy of the multifamily units during the previous year;

B. A certification that the Site continues to be in compliance with this Agreement and TMC Chapter 3.30 and, if applicable, that the Site has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;

C. A description of any subsequent improvements or changes to the Site;

D. The total monthly rent by unit;

E. The income of each renter household at the time of initial occupancy; and

F. Any additional information requested by the city in regards to the units receiving a tax exemption.

9. City staff may also conduct on-site verification of the declaration referenced in Section 8 above.

10. Failure to submit the annual declaration in Section 8 above shall result in a review of the exemption per TMC 3.30.120.

11. If, during the term of any final certificate of tax exemption, Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, Applicant shall notify the Thurston County Assessor and the City within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the final Certificate of tax exemption effective on the date of Applicant's conversion of any of the multifamily residential housing units to another use. The Applicant hereby covenants and agrees not to sell, transfer, or otherwise dispose of the project or any portion thereof without first providing a written statement executed by the purchaser that the purchaser understands the Applicant's duties and obligations under this Agreement and will enter into an agreement with the City for the continuation of those obligations. Such notice must be received by the City at least ten (10) working days prior to the close of escrow.

12. Applicant shall notify the City promptly of any transfer of Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. In addition to any other powers reserved to the City by law, the City may, in its sole discretion, cancel the final certificate of tax exemption should Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or for any other reason no longer qualifies for an exemption.

14. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the City will notify the Applicant by mail, return receipt requested, of the determination to cancel the exemption. Pursuant to TMC 3.30.120, the Applicant may appeal the determination to the City hearing examiner within thirty (30) days by filing a notice of appeal with the city clerk, which notice must specify the factual and legal basis on which the determination of cancellation is alleged to be erroneous. The hearing examiner will affirm, modify, or repeal the decision of cancellation of exemption based on the evidence received. An aggrieved party may appeal the decision of the hearing examiner to the Thurston County superior court.

15. If the exemption is canceled for non-compliance, the Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of twenty percent (20%) of the difference calculated under subsection (1) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.30 TMC. The Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the property on which the improvements are constructed and attach at the time the portion of the Site is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Site may become charged or liable. The Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes. An additional tax unpaid on its due date is delinquent. From the date of delinquency until paid, interest must be charged at the same rate applied by law to delinquent ad valorem property taxes.

16. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.

17. The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Thurston County superior court.

19. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement that can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable. However, if applicable and if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in Chapter 84.14 RCW and

Chapter 3.30 TMC, then this Agreement shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

20. The Applicant shall exercise reasonable diligence to comply with the requirements of this Agreement and shall correct any such noncompliance within sixty (60) calendar days after such noncompliance is first discovered by the Applicant or would have been discovered by the exercise of reasonable diligence, or within 60 calendar days after the Applicant receives notice of such noncompliance from the City, whichever is earliest; provided however, that such period for correction may be extended in writing by the City if the Applicant is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Applicant shall be in default and the City may deny or cancel the tax exemption pursuant to TMC 3.30 or take such other action at law or equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Applicant under this Agreement.

21. A. The Applicant shall maintain complete and accurate records pertaining to the affordable housing units and shall, during regular business hours, permit any duly authorized representative of the City, to inspect the books and records of the Applicant pertaining to the affordable housing units, including the annual declaration, and if applicable, income documentation of households residing in affordable housing at the Site. The Applicant's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default hereunder. The Applicant shall retain all records pertaining to the affordable housing units for at least six (6) years.

B. The City and the Applicant hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Applicant. In performing its duties and obligations hereunder, the City may rely upon statements and declarations of the Applicant, and upon audits of the books and records of the Applicant pertaining to occupancy of the affordable housing units.

22. Notwithstanding anything in this Agreement to the contrary, the Applicant shall submit all documentation required by this Agreement on the forms designated by the City, which may be modified by the City from time to time. Applicant.

23. The Applicant shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, or on the basis of source of income as set forth in RCW 59.18.255, as now existing and as may be amended, in the lease, use, or occupancy of the affordable housing units or in connection with the employment or application for employment of persons for the operation and management of the Site.

24. A. The City and Applicant hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Site by certain eligible households, and (ii) by furthering the public purposes of providing housing for low-income and moderate-income households as defined in TMC 3.30.015.

B. The City and the Applicant hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Applicant and all subsequent owners of the Site or any interest therein, and the City. Each and every contract, deed or other instrument hereafter executed conveying the Site or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

25. The Applicant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its designee and any other party authorized hereunder to enforce the terms of this Agreement, harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from this Agreement. This provision shall survive termination or expiration of this Agreement.

26. The provisions of this Agreement and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Applicant and the City only and, are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of

this Agreement or of the documents to be executed and delivered in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Applicant:
Craft District II, LLC
2840 Black Lake Blvd SW #C
Tumwater, WA 98512

_____
Debbie Sullivan, Mayor

_____
Signature
Name Printed: John Peters
Title: Principal

Approved as to form:

_____
Karen Kirkpatrick, City Attorney

State of Washington
County of _____
This record was acknowledged before me on (date) by (name(s) of individuals) as (type of authority, such as officer or trustee) of (name of party on behalf of whom record was executed).

_____
(Signature)
Notary Public in and for the State of Washington.
My appointment expires _____.
Date:_____

State of Washington
County of Thurston

I certify that I know or have satisfactory evidence that Debbie Sullivan is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Tumwater to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____

(Signature)

Notary Public in and for the State of Washington.

My appointment expires _____.

Attachment C
Exhibit "A"

CITY OF TUMWATER

555 ISRAEL RD. SW, TUMWATER, WA 98501
(360) 754-4180
Email: cdd@ci.tumwater.wa.us

TAX EXEMPTION ON MULTI-FAMILY UNITS WITHIN A DESIGNATED RESIDENTIAL TARGET AREA APPLICATION

TUM 22-1393

Kerri
RCVD BY

DATE STAMP
09-23-2022

■ 8 YEAR TAX CREDIT OR ☐ 12 YEAR TAX CREDIT

LEGAL OWNER: Craft District II, LLC Email: rdp.peters@gmail.com

Mailing Address 2840 Black Lake Blvd SW # C, Tumwater 98512 Phone: (360) 790-8570

APPLICANT: Craft District II, LLC Email: rdp.peters@gmail.com

Mailing Address 2840 Black Lake Blvd SW #C, Tumwater 98512 Phone: (360) 790-8570

AGENT: John Peters Email: rdp.peters@gmail.com

Mailing Address 2840 Black Lake Blvd SW # C, Tumwater 98512 Phone: (360) 790-8570

PROJECT INFORMATION

PROPERTY ADDRESS: 4300 Capitol Blvd SE, Tum 98501 **PARCEL #:** 33870000400

LEGAL DESCRIPTION: Legal:Section 26 Township 18 Range 2W Quarter SW, NW Donation Land ClaimBELLATORRE BSP NO 12-0034TW LT 4 Document 4250623

INTEREST IN PROPERTY: ■ Fee Simple ☐ Contract Purchase ☐ Other _____

NEW CONSTRUCTION: ■ Yes ☐ No **REHABILITATION OF EXISTING UNITS:** ☐ Yes ■ No

NUMBER OF UNITS: NEW: 95 **EXISTING EMPTY:** N/A **EXISTING OCCUPIED:** N/A

NUMBER OF UNITS FOR WHICH THIS EXEMPTION IS BEING APPLIED FOR: 95
(Must be 4 or more)

PERCENTAGE OF SPACE FOR PERMANENT RESIDENTIAL HOUSING: 100% of buildings

**** IF EXISTING UNITS ARE VACANT, DATE LAST OCCUPIED:** N/A
*** AFFIDAVIT OF VACANCY MUST BE ATTACHED****

DESCRIBE BUILDING USE AND SQUARE FEET INTENDED FOR EACH USE: Four multifamily buildings, 3 w/ 24 units(ea bldg. 22,058 sf), 1 w/ 23 units(bldg. 21,974 sf). 100% housing.

PROJECTED COST OF CONSTRUCTION / REHABILITATION: $22,000,000.00

PROPERTY ACQUISITION COST $ 718,000.00

SOURCE OF COST ESTIMATE: General Contractor

EXPECTED DATE TO START PROJECT: 11/2022 **PROPOSED COMPLETION DATE:** 11/2024

RESIDENTIAL TARGET AREAS

8 or 12 Year Tax Credit: ■ **Capitol Boulevard Corridor** ☐ **Brewery District**

12 Year Tax Credit only ☐ **Tumwater Town Center** ☐ **Littlerock Road Subarea**

IF APPLYING FOR A 12-YEAR CREDIT, PLEASE ATTACH A STATEMENT ADDRESSING THE FOLLOWING QUESTIONS:

1. Total number of units being proposed
2. Estimated rent per unit
3. Number of units rented to low or moderate income households (or other households)
4. Estimated income of those households
5. Method for insuring program compliance over the period of the exemption

A COMPLETE APPLICATION SHALL INCLUDE:

1. A completed City of Tumwater application setting forth the grounds for the exemption;
2. Preliminary floor and site plans of proposed project;
3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
4. Verification by oath or affirmation of the information submitted.

For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application and shall secure from the city verification of property noncompliance with the city's applicable building or housing codes.

Before application approval, the applicant shall enter into a contract with the City, approved by the City Council, regarding the terms and conditions of the project. After City Council approval of the contract, and Director of Community Development approval of the application, the Director shall issue a conditional Certificate of Acceptance of Tax Exemption. The Conditional Certificate expires three years from the date of approval unless an extension is granted as provided in this chapter."

(FOR CITY USE)

☐ Building is in a Multi-Family Tax Exemption Target Areas

☐ Building is not in compliance with the City's Minimum Housing Code

☐ Required Preliminary Plans are attached: ☐ Plans ☐ Site Plan ☐ Floor Plan

☐ $100 application fee received

I certify under penalty of perjury that the information furnished by me is true and correct to the best of my knowledge, and further, that I am the owner of this property or am authorized by the owner to perform the work for which this permit application is made. I further agree to hold harmless, the City of Tumwater as to any claim (including costs, expenses, and attorney fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Tumwater, to the extent such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.

Signature of Owner — Date: 9/16/22

Craft District II, LLC, John Peters

Print Name

Signature of Applicant/Agent — Date: 9/16/22

John Peters

Print Name

CRAFT DISTRICT II APARTMENTS

05.06.2022 PERMIT SET



PROJECT TEAM
CONTACT INFORMATION BY DISCIPLINE

OWNER / CLIENT
NAME: CRAFT DISTRICT II, LLC
ADDRESS: 2840 BLACK LACK BLVD SW #C
TUMWATER, WA 98512
PHONE: (360) 790-8570
PRIMARY CONTACT: JOHN PETERS
rdp.peters@gmail.com

ARCHITECT
NAME: FERGUSON ARCHITECTURE, PS
ADDRESS: 1916 JEFFERSON AVE.
TACOMA, WA 98402
PHONE: (253) 248-6060
PRIMARY CONTACT: MEGAN JOHNSON
mjohnson@fergusonarch.com
SECONDARY: BEN FERGUSON, AIA, PRINCIPAL-IN CHARGE
bferguson@fergusonarch.com

CIVIL
NAME: LDC, INC
ADDRESS: 1411 STATE AVE NE, SUITE 200
OLYMPIA, WA 98506
PHONE: (360) 878-0678
PRIMARY CONTACT: TYRELL BRADLEY, PE
tbradley@ldccorp.com

STRUCTURAL
NAME: PIERUCCIONI E&C, LLC
ADDRESS: 3128 N BENNETT STREET
TACOMA, WA 98407
PHONE: (206) 949-7866
PRIMARY CONTACT: CHON PIERUCCIONI, PE
cpieru@hotmail.com

GENERAL CONTRACTOR
NAME: BELOTTI + MCHUGH DESIGN AND CONSTRUCTION SERVICES (BMDC)
ADDRESS: 2600 W COMMODORE WAY, SUITE 2
SEATTLE, WA 98199
PHONE: (206) 458-0570
PRIMARY CONTACT: TODD MCHUGH
todd@belottimchugh.com
SECONDARY: TIM KAIREZ
tim@belottimchugh.com

MECHANICAL
NAME: EMERALD AIRE
ADDRESS: 5108 D STREET, NW
AUBURN, WA 98001
PHONE: (253) 872-5665
PRIMARY CONTACT: GRANT MIDDLETON
grantm@emeraldaire.com

ELECTRICAL
NAME: ROBISON ENGINEERING, INC
ADDRESS: 19401 40TH AVE W, SUITE 302
LYNNWOOD, WA 98036
PHONE: (206) 364-3343 x123
PRIMARY CONTACT: IAN ANDERSON
ianderson@robisonengineering.com

PLUMBING
NAME: ROBISON ENGINEERING, INC
ADDRESS: 19401 40TH AVE W, SUITE 302
LYNNWOOD, WA 98036
PHONE: (206) 364-3343
PRIMARY CONTACT: FUNSHO KUFILE
fkufile@robisonengineering.com

LANDSCAPE
NAME: SCJ ALLIANCE
ADDRESS: 8730 TALLON LANE NE, SUITE 200
LACEY, WA 98516
PHONE: (360) 352-1465 x195
PRIMARY CONTACT: ANGIE VOS
angie.vos@scjalliance.com

SHEET INDICES BY DISCIPLINE
DELIVERABLE RECORD

SHEET INDEX - 00 GENERAL

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
G-000	COVER PAGE	•	•	•		
G-001	PROJECT INFORMATION	•	•	•		
G-002	CODE SUMMARY	•	•	•		
G-003	CODE SUMMARY	•	•	•		

SHEET INDEX - 01 CIVIL

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
CS-01	COVER SHEET			•		
ER-01	TESC PLAN			•		
ER-02	TESC PLAN			•		
ER-03	TESC NOTES AND DETAILS			•		
GR-01	GRADING PLAN			•		
GR-02	GRADING PLAN			•		
GR-03	WALL PROFILES			•		
SD-01	STORM DRAINAGE PLAN			•		
SD-02	STORM DRAINAGE PLAN			•		
SD-03	STORM PROFILES			•		
SD-04	STORM PROFILES			•		
SD-05	STORM DRAINAGE NOTES AND DETAILS			•		
SD-06	STORM DRAINAGE NOTES AND DETAILS			•		
SP-01	SITE PLAN			•		
SP-02	SITE PLAN			•		
SP-03	SITE PLAN NOTES AND DETAILS			•		
SP-04	SITE PLAN NOTES AND DETAILS			•		
SS-01	SEWER PLAN			•		
SS-02	SEWER NOTES AND DETAILS			•		
WA-01	WATER PLAN			•		
WA-02	WATER NOTES AND DETAILS			•		
WA-03	WATER NOTES AND DETAILS			•		

SHEET INDEX - 02 LANDSCAPE

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
LS-01	LANDSCAPE PLAN			•		
LS-02	LANDSCAPE PLAN			•		
LS-03	PLANT LIST & SPECS			•		
LS-04	LANDSCAPE DETAILS			•		
LS-05	IRRIGATION PLAN			•		
LS-06	IRRIGATION PLAN			•		
LS-07	IRRIGATION SCHEDULES AND DETAILS			•		
LS-08	IRRIGATION DETAILS AND NOTES			•		

SHEET INDEX - 04 ARCHITECTURE

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
A-000	CODE PLANS & ELEVATIONS	•	•	•		
A-005	ACCESSIBILITY & CODE DETAILS		•	•		
A-010	ASSEMBLIES - BASIC & FINISH WALL TYPES	•	•	•		
A-011	ASSEMBLIES - FLOOR, ROOF, & CEILING TYPES	•	•	•		
A-100	ARCHITECTURAL SITE PLAN	•	•	•		
A-105	ENLARGED SITE VIEWS	•	•	•		
A-110	FLOOR PLAN BLDG A & C - LEVEL 1	•	•	•		
A-111	FLOOR PLAN BLDG A & C - LEVEL 2	•	•	•		
A-112	FLOOR PLAN BLDG A & C - LEVEL 3	•	•	•		
A-113	FLOOR PLAN BLDG A & C - ROOF	•	•	•		
A-120	FLOOR PLAN BLDG B & D - LEVEL 1			•		
A-121	FLOOR PLAN BLDG B & D - LEVEL 2			•		
A-122	FLOOR PLAN BLDG B & D - LEVEL 3			•		
A-123	FLOOR PLAN BLDG B & D - ROOF			•		
A-130	SLAB EDGE PLAN - TYP BLDG A, B, C, D	•	•	•		
A-200	EXTERIOR ELEVATIONS - BLDG A & C	•	•	•		
A-201	EXTERIOR ELEVATIONS - BLDG A & C UNIT ENTRY			•		
A-220	EXTERIOR ELEVATIONS - BLDG B & D			•		
A-221	EXTERIOR ELEVATIONS - BLDG B & D UNIT ENTRY			•		
A-300	BUILDING SECTIONS - TYP	•	•	•		
A-310	WALL SECTIONS - TYP	•	•	•		
A-400	ENLARGED PLANS & ELEVATIONS - LEASING	•	•	•		
A-410	UNIT PLANS & ELEVATIONS - 0x1A	•	•	•		
A-411	UNIT PLANS & ELEVATIONS - 0x1A - TYPE A			•		
A-412	UNIT PLANS & ELEVATIONS - 0x1B	•	•	•		
A-414	UNIT PLANS & ELEVATIONS - 1x1A	•	•	•		
A-415	UNIT PLANS & ELEVATIONS - 1x1A - TYPE A			•		
A-416	UNIT PLANS & ELEVATIONS - 1x1B	•	•	•		
A-418	UNIT PLANS & ELEVATIONS - 1x1C	•	•	•		
A-420	UNIT PLANS & ELEVATIONS - 1x1D	•	•	•		
A-422	UNIT PLANS & ELEVATIONS - 2x1	•	•	•		
A-423	UNIT PLANS & ELEVATIONS - 2x1 - TYPE A			•		
A-424	UNIT PLANS & ELEVATIONS - 2x2A	•	•	•		
A-426	UNIT PLANS & ELEVATIONS - 2x2B	•	•	•		
A-428	UNIT PLANS & ELEVATIONS - 2x2C			•		
A-430	UNIT PLANS & ELEVATIONS - 2x2D	•	•	•		
A-500	EXTERIOR DETAILS	•	•	•		
A-501	EXTERIOR DETAILS - TYP UNIT ENTRY			•		
A-550	INTERIOR DETAILS			•		
A-600	OPENING TYPES AND SCHEDULE	•	•	•		
A-700	STAIRS - PLANS & RCPS	•	•	•		
A-701	STAIRS - SECTIONS & DETAILS	•	•	•		

SHEET INDEX - 05 STRUCTURAL

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% 10.15.21	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
S-100	STRUCTURAL NOTES	•	•	•		
S-210	FOUNDATION	•	•	•		
S-211	FRAMING PLAN	•	•	•		
S-212	FRAMING PLAN	•	•	•		
S-213	FRAMING PLAN	•	•	•		
S-214	SHERAR WALL PLAN			•		
S-215	SHEAR WALL PLAN			•		
S-216	SHEAR WALL PLAN			•		

SHEET INDEX - 05 STRUCTURAL

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% 10.15.21	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
S-300	DETAILS	•	•	•		
S-301	DETAILS	•	•	•		
S-302	DETAILS	•	•	•		

SHEET INDEX - 06 MECHANICAL

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
M-000	HVAC TITLE SHEET			•		
M-001	HVAC EQUIPMENT SCHEDULES			•		
M-110	HVAC PLAN BLDGS A & C - LEVEL 1			•		
M-111	HVAC PLAN BLDGS A & C - LEVEL 2			•		
M-112	HVAC PLAN BLDGS A & C - LEVEL 3			•		
M-120	HVAC PLAN BLDGS B & D - LEVEL 1			•		
M-121	HVAC PLAN BLDGS B & D - LEVEL 2			•		
M-122	HVAC PLAN BLDGS B & D - LEVEL 3			•		
M-400	HVAC DETAILS			•		

SHEET INDEX - 07 PLUMBING

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
PA0.00	LEGEND, GENERAL NOTES, AND DRAWING INDEX			•		
PA0.01	PLUMBING NOTES			•		
PA0.02	PLUMBING FIXTURE AND DRAIN SCHEDULES			•		
PA0.03	PLUMBING EQUIPMENT SCHEDULES			•		
PA0.04	PANEL SCHEDULES BLD A			•		
PA2.00	UNDERSLAB OVERALL PLUMBING PLAN			•		
PA2.01-2.04	LEVEL 1 - ROOF WASTE & VENT PLUMBING PLAN			•		
PA3.01-3.03	LEVEL 1 - 3 SUPPLY PLAN			•		
PA4.00-4.02	TYPICAL WASTE & VENT RISER DIAGRAM			•		
PA5.00	TYPICAL SUPPLY RISER DIAGRAM			•		
PA6.00	ENLARGED DIAGRAM			•		
PA7.00-7.01	DETAILS			•		
PB0.00	LEGEND, GENERAL NOTES, AND DRAWING INDEX			•		
PB0.01	PLUMBING NOTES			•		
PB0.02	PLUMBING FIXTURE AND DRAIN SCHEDULES			•		
PB0.03	PLUMBING EQUIPMENT SCHEDULES			•		
PB2.00	UNDERSLAB OVERALL PLUMBING PLAN			•		
PB2.01-2.04	LEVEL 1 - ROOF WASTE & VENT PLUMBING PLAN			•		
PB3.01-3.03	LEVEL 1 - 3 SUPPLY PLAN			•		
PB4.00-4.02	TYPICAL WASTE & VENT RISER DIAGRAM			•		
PB5.00	TYPICAL SUPPLY RISER DIAGRAM			•		
PB6.00	ENLARGED DIAGRAM			•		
PB7.00-7.01	DETAILS			•		
PC0.00	LEGEND, GENERAL NOTES, AND DRAWING INDEX			•		
PC0.01	PLUMBING NOTES			•		
PC0.02	PLUMBING FIXTURE AND DRAIN SCHEDULES			•		
PC0.03	PLUMBING EQUIPMENT SCHEDULES			•		
PC2.00	UNDERSLAB OVERALL PLUMBING PLAN			•		
PC2.01-2.04	LEVEL 1 - ROOF WASTE & VENT PLUMBING PLAN			•		
PC3.01-3.03	LEVEL 1 - 3 SUPPLY PLAN			•		
PC4.00-4.02	TYPICAL WASTE & VENT RISER DIAGRAM			•		
PC5.00	TYPICAL SUPPLY RISER DIAGRAM			•		
PC6.00	ENLARGED DIAGRAM			•		
PC7.00-7.01	DETAILS			•		
PD0.00	LEGEND, GENERAL NOTES, AND DRAWING INDEX			•		
PD0.01	PLUMBING NOTES			•		
PD0.02	PLUMBING FIXTURE AND DRAIN SCHEDULES			•		
PD0.03	PLUMBING EQUIPMENT SCHEDULES			•		
PD2.00	UNDERSLAB OVERALL PLUMBING PLAN			•		
PD2.01-2.04	LEVEL 1 - ROOF WASTE & VENT PLUMBING PLAN			•		
PD3.01-3.03	LEVEL 1 - 3 SUPPLY PLAN			•		
PD4.00-4.02	TYPICAL WASTE & VENT RISER DIAGRAM			•		
PD5.00	TYPICAL SUPPLY RISER DIAGRAM			•		
PD6.00	ENLARGED DIAGRAM			•		
PD7.00-7.01	DETAILS			•		

SHEET INDEX - 08 ELECTRICAL

SHEET NUMBER	SHEET NAME	50% DD 08.27.2021	100% DD 10.15.2021	PERMIT 05.06.2022	PERMIT REV.1 MO.DA.YEAR	CD SET MO.DA.YEAR
E0.000	COVER SHEET			•		
E0.20	SITE PLAN - LIGHTING			•		
E0.21	SITE PLAN - PHOTOMETRIC			•		
E1.00-1.01	SITE PLAN - POWER			•		
E2.50	LIGHTING NOTES & LUMINAIRE SCHEDULE			•		
E4.00	UNIT LUMINAIRE & DEVICE SCHEDULE			•		
E4.01-4.03	UNIT PLANS			•		
EA0.01	ONE LINE DIAGRAM BLD A			•		
EA0.02-0.04	PANEL SCHEDULES BLD A			•		
EA0.05	FAULT CURRENT SCHEDULES BLD A			•		
EA0.06	VOLTAGE DROP SCHEDULE BLD A			•		
EA2.01-2.03	LIGHTING PLAN - LEVELS 1 - 3			•		
EA3.00-3.03	POWER PLAN - LEVELS 1 - ROOF			•		
EB0.01	ONE LINE DIAGRAM BLD B			•		
EB0.02-0.04	PANEL SCHEDULES BLD B			•		
EB0.05	FAULT CURRENT SCHEDULES BLD B			•		
EB0.06	VOLTAGE DROP SCHEDULE BLD B			•		
EB2.01-2.03	LIGHTING PLAN - LEVELS 1 - 3			•		
EB3.00-3.03	POWER PLAN - LEVELS 1 - ROOF			•		
EC0.01	ONE LINE DIAGRAM BLD C			•		
EC0.02-0.04	PANEL SCHEDULES BLD C			•		
EC0.05	FAULT CURRENT SCHEDULES BLD C			•		
EC0.06	VOLTAGE DROP SCHEDULE BLD C			•		
EC2.01-2.03	LIGHTING PLAN - LEVELS 1 - 3			•		
EC3.00-3.03	POWER PLAN - LEVELS 1 - ROOF			•		
ED0.01	ONE LINE DIAGRAM BLD D			•		
ED0.02-0.04	PANEL SCHEDULES BLD D			•		
ED0.05	FAULT CURRENT SCHEDULES BLD D			•		
ED0.06	VOLTAGE DROP SCHEDULE BLD D			•		
ED2.01-2.03	LIGHTING PLAN - LEVELS 1 - 3			•		
ED3.00-3.03	POWER PLAN - LEVELS 1 - ROOF			•		

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
COVER PAGE

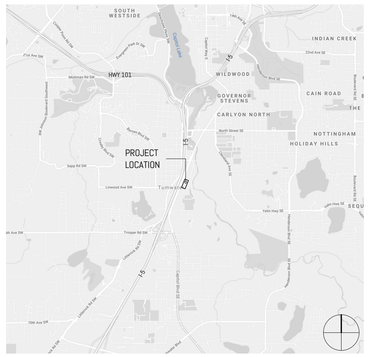
SHEET NO.
G-000

PLOT DATE & TIME: 5/18/2022 4:31:25 PM

CRAFT DISTRICT II APARTMENTS

05.06.2022 PERMIT SET

VICINITY MAP



LOCATION MAP



SHEET SERIES REFERENCES

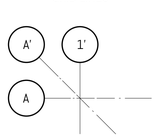
REFER TO:
- G-000 SERIES FOR ADDITIONAL GENERAL NOTES
- A-000 SERIES FOR CODE COMPLIANCE NOTES AND DETAILS
- A-000 SERIES FOR WALL, FLOOR, CEILING, AND ROOF TYPES
- A-100 SERIES FOR ARCHITECTURAL SITE PLAN & SITE ELEMENTS
- A-110 SERIES FOR OVERALL FLOOR PLANS
- A-130 SERIES FOR SLAB EDGE PLANS
- A-200 SERIES FOR EXTERIOR ELEVATIONS
- A-300 SERIES FOR BUILDING & WALL SECTIONS
- A-400 SERIES FOR TYPICAL UNITS PLANS, RCPS, & INTERIOR ELEVATIONS
- A-500 SERIES FOR EXTERIOR & INTERIOR DETAILS
- A-600 SERIES FOR OPENING TYPES & SCHEDULE
- A-700 SERIES FOR STAIR PLANS, RCPS, SECTIONS, & DETAILS

MATERIAL KEY

- ALUMINUM/ORNAMENTAL METAL
- ASPHALT
- BATT INSULATION
- BRICK
- UNDISTURBED SOIL
- COMPACTED / SOIL FILL
- CONCRETE MASONRY UNIT [CMU]
- FINISH WOODWORK
- GLAZING
- GRAVEL / POROUS FILL
- GYPSUM WALLBOARD
- PLYWOOD FACE
- RIGID INSULATION
- SAND
- STEEL
- CONCRETE
- WOOD FLOORING
- [E] CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION

ARCHITECTURAL SYMBOLS

GRID LINES

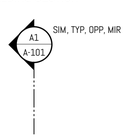


1. GRIDLINES ORGANIZED ALPHANUMERICALLY, UNIQUE BY PROJECT
2. PRIME GRID NUMBERS INDICATE ANGLED GRIDLINE

LEVEL DATUM

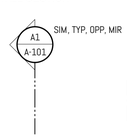
1. LEVELS IDENTIFY TOP OF STRUCTURE AT FLOOR
2. LEVELS UNIQUE BY PROJECT

BUILDING SECTION



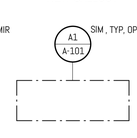
1. TOP REFERENCE: VIEW NUMBER
2. BOTTOM REFERENCE: SHEET NUMBER
3. VIEW TYPE SPECIFIC TO BUILDING LONGITUDINAL AND TRANSVERSE SECTIONS

WALL SECTION



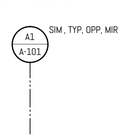
1. TOP REFERENCE: VIEW NUMBER
2. BOTTOM REFERENCE: SHEET NUMBER
3. VIEW TYPE SPECIFIC TO WALL SECTIONS

VIEW CALLOUT



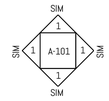
1. TOP REFERENCE: VIEW NUMBER
2. BOTTOM REFERENCE: SHEET NUMBER
3. SIM, TYP, OPP, MIR REFERENCES FOR VIEWS IN COMMON

DETAIL SECTION



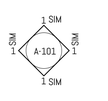
1. TOP REFERENCE: VIEW NUMBER
2. BOTTOM REFERENCE: SHEET NUMBER
3. SIM, TYP, OPP, MIR REFERENCES FOR VIEWS IN COMMON

EXTERIOR ELEVATION



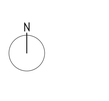
1. NORTH ARROW (N) ORIENTED TRUE NORTH; PROJECT NORTH (IF USED) WILL BE NOTED SEPARATELY

INTERIOR ELEVATION



1. CENTERLINE (C.L.) WITNESSES CENTER OF OBJECT OR FEATURE WITH RESPECT TO THE AXIS OF MEASUREMENT

NORTH ARROW



1. NORTH ARROW (N) ORIENTED TRUE NORTH; PROJECT NORTH (IF USED) WILL BE NOTED SEPARATELY

MATCHLINE



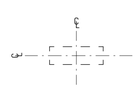
1. BOTTOM REFERENCE: VIEW NUMBER / SHEET NUMBER

ROOM TAG



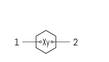
1. ROOM NAME
2. ROOM NUMBER (E.G., 101, 202, 303, ...)
3. AREA (SF) OR VOLUME (CF)

CENTERLINE REFERENCE



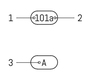
1. CENTERLINE (C.L.) WITNESSES CENTER OF OBJECT OR FEATURE WITH RESPECT TO THE AXIS OF MEASUREMENT

WINDOW TAG



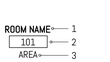
1. WINDOW TYPE ACCORDING TO FUNCTION (E.G., PICTURE, CASEMENT, AWNING, HOPPER, 2-PANEL SLIDER, ETC.)
2. WINDOW DESIGNATION BY SIZE

DOOR TAG



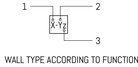
1. ROOM NUMBER (E.G., 101, 202, ...)
2. DOOR DESIGNATION ACCORDING TO INSTANCES PER ROOM (E.G., 101a, 101b, ...)
3. DOOR TYPE MARK

ROOM TAG



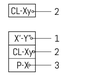
1. ROOM NAME
2. ROOM NUMBER (E.G., 101, 202, 303, ...)
3. AREA (SF) OR VOLUME (CF)

WALL TAG



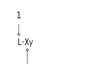
1. WALL TYPE ACCORDING TO FUNCTION
   N = INTERIOR WALL TYPE
   E = EXTERIOR WALL TYPE
2. A = LIGHT GAUGE STEEL STUD
   B = MASONRY
   C = CONCRETE
   D = WOOD FRAMING
3. WALL TYPE DESIGNATION (E.G., E-Da, E-Db, E-Dc, ...)

CEILING TAG



1. CEILING HEIGHT ABOVE FINISH FLOOR (A.F.F.)
2. CEILING TYPE
3. CEILING FINISH DESIGNATION

LIGHT FIXTURE TAG



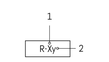
1. FIXTURE TYPE DESIGNATIONS:
   L = INTERIOR FIXTURE
   XL = EXTERIOR FIXTURE
2. FIXTURE TYPE

FLOOR TAG



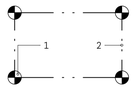
1. FLOOR TYPE ACCORDING TO STRUCTURE (E.G., METAL-FRAMED, WOOD-FRAMED, CONCRETE, ETC.)
2. FLOOR DESIGNATION BY ASSEMBLY COMPONENTS

ROOF TAG



1. ROOF TYPE ACCORDING TO STRUCTURE (E.G., METAL-FRAMED, WOOD-FRAMED, CONCRETE, ETC.)
2. ROOF DESIGNATION BY ASSEMBLY COMPONENTS

PROPERTY LINE & SYMBOL



1. PROPERTY LINE CORNER SYMBOL
2. PROPERTY BOUNDARY LINETYPE

SPOT ELEVATION



1. TOP REFERENCE: ELEVATION
2. BOTTOM REFERENCE: REFERENCE NOTE (E.G., T.O. WALL, B.O. SLAB, T.O. GRADE, @ F.F., ETC.)

PROJECT GENERAL NOTES

1. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING THE SAFETY OF PERSONS, PROPERTY, AND FOR NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THESE CONDITIONS, AND FOR COMPLIANCE WITH O.S.H.A. SAFETY STANDARDS. ARCHITECTS AND THEIR CONSULTANTS' JOB SITE OBSERVATIONS ARE NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
2. EACH CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH SPECIFIED PRODUCTS RELATING TO THEIR WORK. THEY ARE TO SUBMIT WRITTEN OBJECTIONS PRIOR TO BIDDING, IF THE CONTRACTOR HAS AN OBJECTION TO ANY PRODUCT AND/OR DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS.
3. THE GENERAL CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN THE FIELD. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS. WORK THAT COULD BE EFFECTED BY THE DISCREPANCY SHALL BE HELD UNTIL SUCH DISCREPANCIES ARE RESOLVED.
4. SEPARATE PERMITS, WHEN REQUIRED AND / OR ARE DESIGN / BUILD , SHALL BE OBTAINED BY THE CONTRACTOR FOR MECHANICAL, ELECTRICAL AND FIRE ALARM. DESCRIPTIVE, DETAILED DESIGN AND SUPPLEMENTAL DOCUMENTS SHALL BE PROVIDED FOR REVIEW BY THE AUTHORITY HAVING JURISDICTION AND BY THE OWNER / ARCHITECT FOR APPROVAL PRIOR TO ANY WORK BEING PERFORMED.
5. SPECIAL INSPECTIONS WHERE REQUIRED BY THE SCOPE OF WORK SHALL BE PERFORMED BY AN APPROVED INSPECTION SERVICE APPROVED BY THE AUTHORITY HAVING JURISDICTION OR BUILDING OFFICIAL AND SHALL BE HIRED BY THE BUILDING OWNER.
6. WORK DONE SHALL BE IN CONFORMANCE WITH THE APPROVED PLANS AND PROJECT SPECIFICATIONS. THE APPROVED, PERMITTED, STAMPED PLANS ARE TO REMAIN ON SITE AT ALL TIMES.
7. DO NOT SCALE DRAWINGS; DIMENSIONS GOVERN.
8. WHEN CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK. IF QUESTIONS CAN NOT BE RESOLVED IN THIS MANNER, CONTACT THE ARCHITECT PRIOR TO PROCEEDING.
9. WORK AND MATERIALS SHALL BE PLACED / INSTALLED IN FULL ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE IN AFFECT WITHIN THE JURISDICTION WORK IN PERFORMED AND ALL OTHER APPLICABLE STATE OR LOCAL LAWS AND REGULATIONS AS ARE APPLICABLE. NOTHING IN THESE DRAWINGS SHALL BE CONSTRUED TO PERMIT WORK WHICH IS NOT IN CONFORMANCE WITH ANY CODE OR REGULATION IN AFFECT.
10. PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ADJACENT PROPERTY THROUGHOUT CONSTRUCTION.
11. THE CONTRACTOR SHALL COMPLY WITH CURRENT APPLICABLE LOCAL ORDINANCES FOR UTILITY SERVICES.

PROJECT DATA & SUMMARY OF SCOPE GENERAL NOTES

PROJECT SCOPE SUMMARY

THIS PROJECT PROPOSES (4) 3-STORY TYPE V-B APARTMENTS (R-2) FOR A TOTAL OF 95 DWELLING UNITS AND 1 LEASING OFFICE. 119 OFF-STREET, SURFACE PARKING STALLS WILL BE PROVIDED, AND (3) TRASH ENCLOSURES WILL BE PROVIDED.

PROJECT INFORMATION

PROJECT ADDRESSES	4302, 4312, 4408, & 4422 CAPITOL BLVD SE TUMWATER, WA 98501
PARCEL NUMBER[S]	33870000400
ZONING	BD (BREWERY DISTRICT - DESCHUTES)
PROPERTY SIZE [SF / ACRES]	151,088 SF [3.48 ACRES]
STRUCTURE SIZE [SF]	BUILDING A 21,974 SF BUILDING B 22,058 SF BUILDING C 22,058 SF BUILDING D 22,058 SF **TOTAL 88,148 SF**
NATURAL GAS SOURCE	PUGET SOUND ENERGY [PSE]
SEWER DISTRICT	CITY OF TUMWATER PUBLIC UTILITY
WATER DISTRICT	CITY OF TUMWATER PUBLIC UTILITY
POWER SOURCE	PUGET SOUND ENERGY [PSE]
LEGAL DESCRIPTION	SECTION 26 TOWNSHIP 18 RANGE 2W QUARTER SW, NW DONATION LAND CLAIN BELLATORRE BSP NO 12-00034TW LT 4 DOCUMENT 4250623

AIR BARRIER TESTING

PROVIDE AIR BARRIER TESTING ACCORDING TO WSEC C402.5.1.2. TESTING SHALL BE PERFORMED PER ASTM C779 WITH A TARGET LEAKAGE RATE OF 5 CHANGES PER HOUR AT 0.2 IN. WG (50 Pa). SUBMIT TESTING REPORTS TO JURISDICTION AND OWNER, AND COMPLY WITH CORRECTIVE MEASURES AND/OR RETESTING IF REQUIRED PER WSEC C402.5.1.2.

REGULATING CODES

2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL MECHANICAL CODE (IMC)
2018 UNIFORM PLUMBING CODE (UPC)
2018 INTERNATIONAL FIRE CODE (IFC)
2018 WASHINGTON STATE ENERGY CODE (WSEC)
2015 VENTILATION & INDOOR AIR QUALITY CODE (VIAQ)
2009 ICC/ANSI 117.1 (ACCESSIBILITY)
2018 WASHINGTON STATE AMENDMENTS
REVISED CODE OF WASHINGTON [RCW]
TUMWATER MUNICIPAL CODE

ENERGY REQUIREMENTS

WSEC CLOSEOUT DOCUMENTATION
PROVIDE CLOSEOUT DOCUMENTATION, INLCUDING APPLICABLE CALCULATIONS, WSEC ENVELOPE COMPLIANCE REPORTS, AND FENESTRATION NRFC RATING CERTIFICATES PER WSEC C103.6.3.

WSEC RESIDENTIAL ENERGY EFFICIENCY CREDITS

CREDITS REQUIRED			**4.5**
CREDITS PROPOSED			**5.5**
TABLE	**OPTION**	**DESCRIPTION**	**CREDIT [R-2]**
406.2	2	INITIAL HEATING SYSTEM USING A HEAT PUMP THAT MEETS FEDERAL STANDARDS FOR EQUIP LISTED IN TABLE C403.3.2[1]C OR C403.3.2[2] *REFER TO MECHANICAL FOR DOCUMENTATION	**1.0**
406.3	3.6	DUCT-LESS SPLIT SYSTEM HEAT PUMP WITH NO ELECT RESISTANCE HEATING IN PRIMARY LIVING AREA. DUCTLESS HEAT PUMP SIZED FOR ENTIRE DWELLING UNIT [<1,500 SF EACH], [MIN HSPF 10] *REFER TO MECHANICAL FOR DOCUMENTATION	**3.0**
406.3	7.1	NEW AND INSTALLED RESIDENTIAL APPLIANCES ARE ENERGY STAR RATED: REFRIGERATOR, DISH WASHER, WASHING MACHINE, DRYER	**1.5**

DEFERRED SUBMITTALS

THE GENERAL CONTRACTOR (GC) SHALL BE RESPONSIBLE FOR VERIFYING EXISTING FIELD CONDITIONS AND COORDINATING DEFERRED SUBMITTALS. THE GC'S SUBCONTRACTOR(S) SHALL BE RESPONSIBLE FOR VERIFYING COMPLIANCE WITH LOCAL AUTHORITIES AND CURRENT CODES, REGULATIONS AND REQUIREMENTS.

DOCUMENTS FOR DEFERRED SUBMITTALS ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENT HAVE BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

- STOREFRONT SYSTEMS
- ROOF TRUSSES
- FIRE ALARM
- FIRE SPRINKLER
- GUARDRAILS

SEPARATE PERMITS

THE FIRE SPRINKLER AND FIRE ALARM WORK FOR THE PROJECT SHALL BE PERFORMED AS DESIGN-BUILD. THE GC SHALL SUBMIT WITH THE BID A PROPOSED DRAWING THAT COORDINATES WITH THE ARCHITECTURAL DRAWINGS AND COMPLIES WITH APPLICABLE CODES, REGULATIONS AND REQUIREMENTS.

THE GC'S SUBCONTRACTOR WILL BE RESPONSIBLE FOR APPLYING FOR AND SECURING NECESSARY PERMITS.

SPECIAL INSPECTIONS

SPECIAL INSPECTIONS ARE NOTATED IN STRUCTURAL GENERAL NOTES PROVIDED AT PERMIT SUBMITTAL.

- STRUCTURAL STEEL
- STRUCTURAL CONCRETE
- STRUCTURAL WOOD FRAMING

ABBREVIATIONS

AB	ANCHOR BOLT	EPNL	ELECTRICAL PANEL	LAM	LAMINATE (D)	RH	RIGHT HAND
ACP	ASPHALT CONCRETE PAVEMENT	EQ	EQUAL	LAV	LAVATORY	RM	ROOM
ACT	ACOUSTIC TILE	EQUIP	EQUIPMENT	LF	LINEAR FOOT (FEET)	RO	ROUGH OPENING
AD	AREA DRAIN	ER	EPOXY RESIN	LGL	LAMINATED GLASS	ROW	RIGHT OF WAY
ADJ	ADJACENT	ESR	ELASTOMERIC SHEET ROOFING	LH	LEFT HAND	RT	RIGHT
ADJT	ADJUSTABLE	EXP	EXPOSED/EXPANSION	LID	LOCAL IMPROVEMENT DISTRICT		
ADP	ACOUSTICAL DIFFUSION PANEL	EXT	EXTERIOR	LIN	LINOLEUM	SK	SINK
AFF	ABOVE FINISH FLOOR			LT	LIGHT	S	SOUTH
AGG	AGGREGATE	FA	FIRE ALARM	LVT	LUXURY VINYL TILE	SLH	SEALER/HARDENER
AL	ALUMINUM	FCB	FIBER CEMENT BOARD			SC	SPECIAL COATING
ALT	ALTERNATE	FCS	FIBER CEMENT SIDING	MAR	MODIFIED ASPHALT ROOFING	SCHED	SCHEDULE (D)
APPROX	APPROXIMATE (LY)	FD	FLOOR DRAIN	MATL	MATERIAL	SCD	SOAP DISPENSER
AR	ABUSE RESISTANT	FDN	FOUNDATION	MAX	MAXIMUM	SD	SOAP DISPENSER
ARCH	ARCHITECT (URAL)	FE	FIRE EXTINGUISHER	MB	MACHINE BOLT	SEC	SECTION
ATB	ASPHALT TREATED BASE	FEC	FIRE EXTINGUISHER CABINET	MECH	MECHANICAL	SF	SQUARE FOOT (FEET)
AWP	ACOUSTICAL WALL PANEL	FF	FINISH FLOOR	MFR	MANUFACTURER(R)	SG	SAFETY GLAZING
		FG	FINISH GRADE	MH	MANHOLE	SHR	SHOWER
BITUM	BITUMINOUS	FGP	FIRE ALARM GRAPHIC PANEL	MIN	MINIMUM	SHT	SHEET
BL	BLINDS	FH	FIRE HYDRANT	MIRR	MIRROR	SIM	SIMILAR (CONDITIONS VARY)
BLDG	BUILDING	FIN	FINISH(ED)	MISC	MISCELLANEOUS	SL	SLOPE
BLK'G	BLOCKING	FL	FLASH(ING)	MTL	METAL	SSL	SIMULATED STONE COUNTERTOP
BM	BEAM	FLR	FLOOR	MW	MICROWAVE	SND	SANITARY NAPKIN DISPOSAL UNIT
BO	BOTTOM OF _____	FOC	FACE OF CONCRETE			SPEC	SPECIFIED/SPECIFICATIONS
BOT	BOTTOM	FOF	FACE OF FINISH	N	NORTH	SQ	SQUARE
BUR	BUILT UP ROOFING	FOM	FACE OF MASONRY	NA	NOT APPLICABLE	SST	STAINLESS STEEL
		FOS	FACE OF STUD	NIC	NOT IN CONTRACT	STN	STAIN
CAB	CABINET	FR	FALL RESTRAINT	NO	NUMBER	ST/L	STAIN & LACQUER
CB	CATCH BASIN	FRCP	FIBER REINFORCED CEMENT PANEL	NOM	NOMINAL	ST/V	STAIN & VARNISH
CJ	CONTROL JOINT	FRP	FIBER REINFORCED PANEL	NTS	NOT TO SCALE	STD	STANDARD
CL	CENTER LINE	FRT	FIRE RESISTANT TRAINING			STL	STEEL
CLF	CHAIN LINK FENCE	FS	FIRE STOP(PING)	OC	ON CENTER	STOR	STORAGE
CLG	CEILING	FT	FOOT, FEET	OD	OUTSIDE DIAMETER	STRUCT	STRUCTURAL
CLR	CLEAR (ANCE)	FTG	FOOTING	OFCI	OWNER FURNISHED/ CONTRACTOR INSTALLED	SUSP	SUSPEND (ED)
CO	CLEAN OUT	FURR	FURRING				
COL	COLUMN			OFD	OVERFLOW DRAIN	T	TREAD
CONC	CONCRETE	GA	GAUGE	OH	OVER HANG	TL	TILE
CONST	CONSTRUCTION	GALV	GALVANIZED			TSG	TONGUE & GROOVE
CONT	CONTINUOUS/CONTINUATION	GB	GRAB BAR	PAR	PARALLEL	TGL	TEMPERED GLASS
CONTR	CONTRACTOR	GC	GENERAL CONTRACT (OR)	PTN	PARTITION	THK	THICK
COR	CORRIDOR	GL	GLASS, GLAZING	PRCST	PRECAST	TO	TOP OF
CP	CONTROL PANEL	GSH	GYPSUM SHEATHING	PERF	PERFORATE (D)	TD	TOWEL DISPENSER
CPT	CARPET	GVL	GRAVEL	PERP	PERPENDICULAR	TTD	TOILET TISSUE DISPENSER
CT	CERAMIC TILE	GWB	GYPSUM WALL BOARD	PH	PHASE/PANIC HARDWARE	TYP	TYPICAL
CTSK	COUNTER SINK			PL	PROPERTY LINE		
CUST	CUSTODIAN	HB	HOSE BIB	PL	PLATE	UNO/UON	UNLESS NOTED OTHERWISE
CW	COLD WATER	HC	HANDICAP	PLAM	PLASTIC LAMINATE		
		HDR	HEADER	PLAS	PLASTER	VAR	VARIES
D	DEEP/DRYER	HDW	HARDWARE	PLWD	PLYWOOD	VB	VAPOR BARRIER
DBL	DOUBLE	HM	HOLLOW METAL	PNL	PANEL	VEN	VENEER
DEMO	DEMOLITION	HMC	HOLLOW METAL CASING	PP	POWER PANEL	VERT	VERTICAL
DIA	DIAMETER	HORIZ	HORIZONTAL	PR	PAIR	VIF	VERIFY IN FIELD
DIM	DIMENSION	HR	HANDRAIL	PRT	PRESSURE TREATED	VP	VENEER PLASTER
DISP	DISPENSER	HT	HEIGHT	PSF	POUNDS PER SQUARE FOOT	VR	VAPOR RETARDER
DN	DOWN	HVAC	HEATING VENTILATION & AIR CONDITIONING	PSI	POUNDS PER SQUARE INCH	VSP	VENDOR - SANITARY NAP
DR	DOOR			PT	PAINT		
DS	DOWNSPOUT	HW	HOT WATER	PTD	PAPER TOWEL DISPENSER	W	WEST, WIDE, WASHER
DTL	DETAIL	HWH	HOT WATER HEATER/TANK	PTR	PAPER TOWEL	W/	WITH
DW	DISHWASHER					W/O	WITHOUT
DWG	DRAWING	ID	INSIDE DIAMETER		DISPENSER/RECEPTACLE	WDM	WALK OFF MAT
DWR	DRAWER	IGL	INSULATED GLASS	PVC	POLYVINYL CHLORIDE (PLASTIC)	WB	WHITE BOARD
		INCL	INCLUDE (ED, ING)			WD	WOOD
(E)	EXISTING	INSUL	INSULATE (D) (ION)	R	RADIUS	W/D	WASHER/DRYER
E	EAST	INT	INTERIOR	R	RISER	WDB	WOOD BASE
EA	EACH	IR	IMPACT RESISTANT	RAU	RUBBERIZED ASPHALT	WDF	WOOD FLOOR
ED	EXIT DEVICE	ISSI	INTER-STEEL STRUCTURES INC. MODULAR FRAME BUILDING SYSTEM			WGL	WIRE GLASS
EF	EXHAUST FAN				UNDERLAYMENT	WIN	WINDOW
EIFS	EXT. INSUL FINISH SYSTEM			RB	RUBBER BASE	WR	WATER RESISTANT
EJ	EXPANSION JOINT	JST	JOIST	RD	ROOF DRAIN	WT	WINDOW TREATMENT
ELECT	ELECTRIC(AL)	JT	JOINT	RF	RESILIENT FLOORING	YD	YARD
ELEV	ELEVATION/ELEVATOR	KO	KNOCK OUT	REF	FOR REFERENCE ONLY/REFRIGERATOR		
EM	ENTRY MAT	KS	KNEE SPACE	REINF	REINFORCE (D)		
EMC	ELECTRO MAGNETIC CLOSER			REQD	REQUIRED		
EMH	ELECTRO MAGNETIC HOLDER						

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
PROJECT INFORMATION

SHEET NO.
G-001

PLOT DATE & TIME: 5/18/2022 4:31:27 PM

2018 IBC CHAPTER 3
USE AND OCCUPANCY CLASSIFICATION

PROPOSED SPACES BY USE AND OCCUPANCY CLASS

USE	CLASSIFICATION	APPLIED CASES
RESIDENTIAL APARTMENTS:	R-2	BUILDINGS A,B,C,& D
RETAIL / LEASING OFFICE:	B	BUILDING A

**REFER TO CODE PLANS, A-000, FOR USE AND OCCUPANCY IDENTIFICATION BY SPACE, AS WELL AS ASSOCIATED AREA, OCCUPANT LOAD, AND MEANS OF EGRESS.*

2018 IBC CHAPTER 4
SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

SECTION 420 - GROUPS I-1, R-1, R-2, R-3 AND R-4

420.2 - SEPARATION WALLS

WALLS SEPARATING DWELLING UNITS IN THE SAME BUILDING, WALLS SEPARATING SLEEPING UNITS IN THE SAME BUILDING AND WALLS SEPARATING DWELLING OR SLEEPING UNITS FROM OTHER OCCUPANCIES CONTIGUOUS TO THEM IN THE SAME BUILDING SHALL BE CONSTRUCTED AS FIRE PARTITIONS IN ACCORDANCE WITH SECTION 708.

APPLIED CASE(S) - THROUGHOUT PROJECT (SUBJECT TO EXCEPTIONS AND LIMITATIONS DESCRIBED IN SECTION 708)

REFER TO CODE PLANS, A-000, FOR REQUIRED LOCATIONS AND ASSEMBLY TYPES FOR REQUIRED FIRE RATINGS AND UL ASSEMBLIES.

420.3 - HORIZONTAL SEPARATION

FLOOR ASSEMBLIES SEPARATING DWELLING UNITS IN THE SAME BUILDINGS, FLOOR ASSEMBLIES SEPARATING SLEEPING UNITS IN THE SAME BUILDING AND FLOOR ASSEMBLIES SEPARATING DWELLING OR SLEEPING UNITS FROM OTHER OCCUPANCIES CONTIGUOUS TO THEM IN THE SAME BUILDING SHALL BE CONSTRUCTED AS HORIZONTAL ASSEMBLIES IN ACCORDANCE WITH SECTION 711.

APPLIED CASE(S) - THROUGHOUT PROJECT (SUBJECT TO EXCEPTIONS AND LIMITATIONS DESCRIBED IN SECTION 711)

REFER TO CODE PLANS AND SECTIONS, A-000, FOR REQUIRED LOCATIONS AND ASSEMBLY TYPES FOR REQUIRED FIRE RATINGS AND UL ASSEMBLIES.

[F] 420.5 - AUTOMATIC SPRINKLER

GROUP R OCCUPANCIES SHALL BE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.2.8. **QUICK RESPONSE OR RESIDENTIAL AUTOMATIC SPRINKLERS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 903.3.2.**

APPLIED CASE(S) - THROUGHOUT PROJECT (SUBJECT TO EXCEPTIONS AND LIMITATIONS DESCRIBED IN SECTION 903)

REFER TO CODE SUMMARY OF APPLICABLE SECTIONS FROM CHAPTER 903 FOR SYSTEM TYPE AND REQUIRED LOCATIONS.

2018 IBC CHAPTER 5 & TMC CHAPTER 18
GENERAL BUILDING HEIGHTS AND AREAS

SECTION 504 - HEIGHT IN FEET

TABLE 504.3 - ALLOWABLE BUILDING HEIGHT IN FEET ABOVE GRADE PLANE

OCCUPANCY CLASSIFICATION	AUTOMATIC SPRINKER PER 903.3.1.2	TYPE OF CONSTRUCTION	
		TYPE V	
		A	B
R	S13R	60 FT	***60 FT**

**BUILDING HEIGHT MAX. SUBJECT TO AND SUPERSEDED BY LOCAL LAND USE CODE*

TUMWATER MUNCIPAL CODE CHAPTER 18

TABLE 18.27.050 - DEVELOPMENT STANDARDS

	DISTRICT	*PROVIDED*
	DESCHUTES BREWERY DISTRICT ZONE	
MAXIMUM BUILDING HEIGHT	*55'-0"*	*44'-5"*
MAXIMUM LOT COVERAGE	*--***	*--***
MINIMUM STREET-FACING SETBACK	*5' FACING CAPITOL BLVD SE NO MIN FOR OTHER STREETS*	*12'-6" FACING CAPITOL BLVD SE N/A FOR OTHER STREETS*
MAXIMUM STREET-FACING SETBACK	*NO MAX FACING CAPITOL BLVD SE 15' MAX FOR OTHER STREETS*	*N/A FACING CAPITOL BLVD SE 8'-4" MAX FOR TUMWATER VALLEY DR*
MINIMUM SIDE & REAR SETBACKS	*NO MINIMUM*	*NO MINIMUM*
MINIMUM STREET-FACING BUILDING FRONTAGE	*50% AT ALL STREETS*	*90% FACING CAPITOL BLVD SE 32% AT TUMWATER VALLEY DR****
*MINIMUM RESIDENTIAL NET DENSITY**	*20 DU/ACRE*	*35.7 DU/ACRE*

*** MAXIMUM OBTAINABLE LOT COVERAGE SUBJECT TO ON-SITE PARKING REQUIREMENTS, MINIMUM LANDSCAPING REQUIREMENTS, MINIMUM SETBACK REQUIREMENTS, AND ON-SITE STORMWATER MANAGEMENT REQUIREMENTS.*
****APPROVED WITH VARIANCE SUBMITTED UNDER SITE PLAN REVIEW PROCESS*

TABLE 504.4 - ALLOWABLE STORIES ABOVE GRADE PLANE

OCCUPANCY CLASSIFICATION	AUTOMATIC SPRINKER PER 903.3.1.2	TYPE OF CONSTRUCTION	
		TYPE V	
		A	B
R-2	S13R	4	**3**

APPLIED CASE(S) - BLDGS A, B, C, & D

GREATEST BUILDING HEIGHT PROVIDED = **44' - 5" < 55' - 0" OK**
GREATEST NUMBER OF BUILDING STORIES PROVIDED = **3 ≤ 3 OK**

2018 IBC CHAPTER 5 & TMC CHAPTER 18
GENERAL BUILDING HEIGHTS AND AREAS

SECTION 506 - ALLOWABLE AREA DETERMINATION

SECTION 506.2.3 - SINGLE-OCCUPANCY, MULTISTORY BUILDINGS AND 506.2.4 MIXED-OCCUPANCY, MULTISTORY BUILDINGS
(EQUATION 5-2) $A_a = [A_t + (NS * I_f)] * S_a$ — **ALLOWABLE (SF)** — ***PROPOSED (SF)***

BLDG A: MIXED OCCUPANCY
(R-2) A_a = *[7,000 SF + (7,000 SF * 0. 58] * 3* = 33,180 — *21,974*
(B) A_a = *[27,000 SF + (9,000 SF * 0.58]* = 32,220

BLDG B: (R-2) A_a = *[7,000 SF + (7,000 SF * 0.42)] * 3* = 29,820 — *22,058*
BLDG C: (R-2) A_a = *[7,000 SF + (7,000 SF * 0.42] * 3* = 29,820 — *22,058*
BLDG D: (R-2) A_a = *[7,000 SF + (7,000 SF * 0.58] * 3* = 33,180 — *22,058*

BLDG A
LEVEL 1 *R-2 = 5,402 SF / 21,974 SF* = 0.25
B = 747 SF / 21,974 SF = 0.03
LEVEL 2 *R-2 = 6,650 SF / 21,974 SF* = 0.30
LEVEL 3 *R-2 = 6,650 SF / 21,974 SF* = 0.30
SUM OF RATIOS = 0.88 < 3.0

TYP BLDG
LEVEL 1 *R-2 = 6,284 SF / 22,058 SF* = 0.28
LEVEL 2 *R-2 = 6,650 SF / 22,058 SF* = 0.30
LEVEL 3 *R-2 = 6,650 SF / 22,058 SF* = 0.30
SUM OF RATIOS = 0.88 < 3.0

A_a = ALLOWABLE AREA (SF)
A_t = TABULAR ALLOWABLE BUILDING AREA PER TABLE 506.2 (SF)
NS = TABULAR ALLOWABLE AREA FACTOR FOR NON-SPRINKLERED BUILDINGS PER TABLE 506.2 (SF)
I_f = AREA FACTOR INCREASE DUE TO FRONTAGE (%) IN ACCORDANCE WITH EQUATIONS 5-4, 5-5
S_a = ACTUAL NUMBER OF BUILDING STORIES ABOVE GRADE PLANE, NOT TO EXCEED THREE

SECTION 506.3.3 - AMOUNT OF INCREASE

(EQUATION 5-5) $I_f = [(F / P) - 0.25] * (W / 30)$ — **WIDTH FACTOR** — **PERIMETER** — **FRONTAGE**

BLDG A: I_f = *[(344 / 412) - 0.25] * (30 / 30)* = 0.58 — *138 + 68 + 138 + 68 = 412* — *138 + 68 + 138 = 344*
BLDG B: I_f = *[(276 / 412) - 0.25] * (30 / 30)* = 0.42 — *138 + 68 + 138 + 68 = 412* — *138 * 2 = 276*
BLDG C: I_f = *[(276 / 412) - 0.25] * (30 / 30)* = 0.42 — *138 + 68 + 138 + 68 = 412* — *138 * 2 = 276*
BLDG D: I_f = *[(344 / 412) - 0.25] * (30 / 30)* = 0.58 — *138 + 68 + 138 + 68 = 412* — *138 + 68 + 138 = 344*

I_f = AREA FACTOR INCREASE DUE TO FRONTAGE (%)
F = BUILDING PERIMETER (FT) FRONTING PUBLIC WAY > 20 FT
P = PERIMETER OF BUILDING (FT)
W = CALCULATED WIDTH OF PUBLIC WAY OR OPEN SPACE (FT)

SECTION 508 - MIXED USE AND OCCUPANCY

TABLE 508.4 - REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

OCCUPANCY CLASSIFICATION		AUTOMATIC SPRINKER PER 903.3.1.2	
		YES	NO
B	R-2	**1HR REQ.**	2HR REQ.

APPLIED CASE(S) - BLDGS A, B, C, D & E — **ALLOWABLE (HR)** — ***PROPOSED (HR)***

BLDG A: SEPARATION BETWEEN B / R-2 OCCUPANCIES = **1HR** — **1HR**
BLDG A-D: SEPARATION BETWEEN R-2 DWELLING UNITS = **1HR** — **1HR**

2018 IBC CHAPTER 6
TYPES OF CONSTRUCTION

SECTION 601 - GENERAL

TABLE 601 - FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENT	TYPE V-B
PRIMARY STRUCTURAL FRAME; BEARING WALLS - EXTERIOR / INTERIOR; NONBEARING WALLS OR PARTITIONS - EXTERIOR / INTERIOR; FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS; ROOF CONSTRUCTION AND ASSOCIATED SECONDARYMEMBERS	*0 HR

**SEE NOTE 1. UNDER APPLIED CASE(S) FOR APPLICABILITY OF AND ADJUSTMENTS TO REQUIRED FIRE-RESISTANCE RATINGS*

APPLIED CASE(S) - BLDGS A, B, C, & D

BUILDING ELEMENTS IN V-B (NON-RATED) CONSTRUCTION TO BE ADJUSTED BY SECTIONS 707 - FIRE BARRIERS, 708 - FIRE PARTITIONS, 713 - SHAFT ENCLOSURES, 903 - AUTOMATIC SPRINKLER SYSTEMS, 1023 - INTERIOR EXIT STAIRWAYS AND RAMPS, AND 1027.6 - EXTERIOR EXIT STAIRWAY AND RAMP PROTECTION

NFPA 13R AUTOMATIC SPRINKLER SYSTEM COMPLIANT

SECTION 602 - CONSTRUCTION CLASSIFICATION

TABLE 602 - FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE

FIRE SEPARATION DISTANCE (FT)	TYPES OF CONSTRUCTION	OCCUPANCY GROUPS R-2
X < 5	**ALL**	1 HR
5 < X < 10	**V-B**	**1 HR**
10 < X < 30	**V-B**	**0 HR**
X > 30	**ALL**	**0 HR**

APPLIED CASE(S) - BLDGS A, B, C, & D

WHERE FIRE SEPARATION DISTANCE BETWEEN UNIT EXTERIOR WALLS IS LESS THAN 10' - 0", FIRE-RESISTANCE RATING PROPOSED AS 1 HOUR

NFPA 13R AUTOMATIC SPRINKLER SYSTEM COMPLIANT

2018 IBC CHAPTER 7
FIRE AND SMOKE PROTECTION FEATURES

SECTION 705 - EXTERIOR WALLS

705.3 - BUILDINGS ON THE SAME LOT

EXCEPTION 1
TWO OR MORE BUILDINGS ON THE SAME LOT SHALL BE EITHER REGULATED AS SEPARATE BUILDINGS OR SHALL BE CONSIDERED AS PORTIONS OF ONE BUILDING IF THE AGGREGATE AREA OF SUCH BUILDINGS IS WITHIN THE LIMITS SPECIFIED IN CHAPTER 5 FOR A SINGLE BUILDING.

APPLIED CASE(S) - BLDGS A, B, C, & D

FIRE-RESISTANCE RATING PROVIDED FOR FIRE BARRIERS WHERE FIRE SEPARATION DISTANCE BETWEEN BUILDINGS IS LESS THAN 10' - 0", REFER TO SHEET A-000 FOR LOCATIONS OF IMAGINARY LOT LINES AND DISTANCES BETWEEN BUILDINGS.

705.5 - FIRE-RESISTANCE RATINGS

EXTERIOR WALLS SHALL BE FIRE-RESISTANCE RATED IN ACCORDANCE WITH TABLES 601 AND 602 AND THIS SECTION. THE REQUIRED FIRE-RESISTANCE RATING OF EXTERIOR WALLS WITH A FIRE SEPARATION DISTANCE OF GREATER THAN 10 FEET SHALL BE RATED FOR EXPOSURE TO FIRE FROM THE INSIDE. THE REQUIRED FIRE-RESISTANCE RATING OF EXTERIOR WALLS WITH A FIRE SEPARATION DISTANCE OF LESS THAN OR EQUAL TO 10 FEET SHALL BE RATED FOR EXPOSURE TO FIRE FROM BOTH SIDES.

APPLIED CASE(S) - BLDGS A, B, C, & D

FIRE-RESISTANCE RATING PROVIDED FOR FIRE BARRIERS WHERE FIRE SEPARATION DISTANCE BETWEEN BUILDINGS IS > 10' - 0" TYPICAL AT ALL BLDGS **1 HR ≥ 1 HR**
FIRE-RESISTANCE RATING PROVIDED FOR FIRE BARRIERS WHERE FIRE SEPARATION DISTANCE BETWEEN BUILDINGS OR TO NEAREST IMAGINARY LOT LINE IS < 10' - 0", AS AT WALLS ABUTTING EXTERIOR EXIT STAIRWAYS TYPICAL AT ALL BLDGS = **1 HR ≥ 1 HR**

2018 IBC CHAPTER 7
FIRE AND SMOKE PROTECTION FEATURES

705.8 - OPENINGS

OPENINGS IN EXTERIOR WALLS SHALL COMPLY WITH SECTIONS 705.8.1 THROUGH 705.8.6.

TABLE 705.8 - MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION

FIRE SEPARATION DISTANCE (FT)	DEGREE OF OPENING PROTECTION	ALLOWABLE AREA
5 < X < 10	UNPROTECTED, NONSPRINKLERED (UP, NS)	10%
10 < X < 15	UNPROTECTED, NONSPRINKLERED (UP, NS)	15%
15 < X < 20	UNPROTECTED, NONSPRINKLERED (UP, NS)	25%
20 < X < 25	UNPROTECTED, NONSPRINKLERED (UP, NS)	**45%**
25 < X < 30	UNPROTECTED, NONSPRINKLERED (UP, NS)	**70%**
X > 30	UNPROTECTED, NONSPRINKLERED (UP, NS)	**NO LIMIT**

UP, NS = UNPROTECTED OPENINGS IN BUILDINGS NOT EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.

APPLIED CASE(S) - BLDGS A, B, C, & D

THE WORST CASE FIRE SEPARATION DISTANCE (FSD_{WC}) PROVIDED, AS MEASURED FROM FACE OF BUILDING(S) TO INTERIOR LOT LINE, CENTERLINE OF STREET (PUBLIC RIGHT OF WAY), OR IMAGINARY LINE BETWEEN TWO BUILDINGS ON THE SAME LOT PROVIDED BELOW:

FSD_{WC} = 20' - 0" BETWEEN EACH BLDG; 0.5(FSD_{WC}) = IMAGINARY LOT LINE = ***10' - 0"***

REFER TO CALCULATIONS AND TABLE PROVIDED IN A-000 SERIES FOR EXTERIOR ELEVATIONS AND OPENING CALCULATIONS.

ALL OTHER CASES APPLICABLE ARE ALLOWED AREA OF NO LIMIT PER TABLE 705.8
REFER TO CODE ELEVATIONS SHEET A-000 FOR ADDITIONAL INFORMATION.

SECTION 708 - FIRE PARTITIONS

708.3 - FIRE-RESISTANCE RATINGS

FIRE PARTITIONS SHALL HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 1 HOUR.

APPLIED CASE(S) - BLDGS A, B, C, & D

FIRE-RESISTANCE RATING PROVIDED AT FIRE PARTITIONS WHERE DWELLING UNITS ARE SEPARATED AT WALLS SHARED BY TWO ADJOINING APARTMENT UNITS TYPICAL AT BLDGS A-D, AND PROVIDED THAT AN AUTOMATIC SPRINKLER SYSTEM COMPLIANT WITH SECTION 903 = **1 HR**

SECTION 713 - SHAFT ENCLOSURES

713.2 - CONSTRUCTION

SHAFT ENCLOSURES SHALL BE CONSTRUCTED AS FIRE BARRIERS IN ACCORDANCE WITH SECTION 707 OR HORIZONTAL ASSEMBLIES IN ACCORDANCE WITH SECTION 711, OR BOTH.

APPLIED CASE(S) - BLDGS A, B, C, & D

FIRE BARRIERS PROVIDED AT AUTOMATIC SPRINKLER PLUMBING RISER CHASES, AS LOCATED AT EACH UNIT STACK. FIRE-RESISTANCE RATING OF FIRE BARRIERS ENCLOSING CHASES SPECIFIED BELOW.

713.4 - FIRE-RESISTANCE RATINGS

SHAFT ENCLOSURES SHALL HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 2 HOURS WHERE CONNECTING FOUR STORIES OR MORE, AND NOT LESS THAN 1 HOUR WHERE CONNECTING LESS THAN FOUR STORIES.

GREATEST NUMBER OF BUILDING LEVELS CONNECTED BY SHAFT = **3 ≤ 4**
FIRE-RESISTANCE RATING PROVIDED AT SHAFT FIRE BARRIERS = **1 HR**

SECTION 711 - HORIZONTAL ASSEMBLIES

711.2.4 - FIRE-RESISTANCE RATING

THE FIRE-RESISTANCE RATING OF HORIZONTAL ASSEMBLIES SHALL COMPLY WITH SECTIONS 711.2.4.1 THROUGH 711.2.4.6 BUT SHALL BE NOT LESS THAN THAT REQUIRED BY THE BUILDING TYPE OF CONSTRUCTION.

APPLIED CASE(S) - BLDGS A, B, C, & D

CONSTRUCTION TYPE = **V-B**
AUTOMATIC SPRINKLER SYSTEM = **NFPA 13R**
FIRE-RESISTANCE RATING PROVIDED AT HORIZONTAL FLOOR ASSEMBLIES SEPARATING DWELLING UNITS = ***1 HR*** **> 0.5 HR**

2018 IBC CHAPTER 9
FIRE PROTECTION SYSTEMS

SECTION 903 - AUTOMATIC SPRINKLER SYSTEMS

[F] 903.3.1.2 - NFPA 13R SPRINKLER SYSTEMS

AUTOMATIC SPRINKLER SYSTEMS IN GROUP R OCCUPANCIES UP TO AND INCLUDING FOUR STORIES IN HEIGHT IN BUILDINGS NOT EXCEEDING 60 FEET IN HEIGHT ABOVE GRADE PLANE SHALL BE PERMITTED TO BE INSTALLED THROUGHOUT IN ACCORDANCE WITH NFPA 13R.

APPLIED CASE(S) - BLDGS A, B, C, & D

GREATEST BUILDING HEIGHT PROVIDED = **44' - 4" < 60' - 0" OK**
GREATEST NUMBER OF BUILDING STORIES PROVIDED = **3 ≤ 3 OK**

NFPA 13R AUTOMATIC SPRINKLER SYSTEM COMPLIANT

903.3.1.2.1 - BALCONIES AND DECKS

SPRINKLER PROTECTION SHALL BE PROVIDED FOR EXTERIOR BALCONIES, DECKS AND GROUND FLOOR PATIOS OF DWELLING UNITS AND SLEEPING UNITS WHERE THE BUILDING IS OF TYPE V CONSTRUCTION, PROVIDED THERE IS A ROOF OR DECK ABOVE.

APPLIED CASE(S) - BLDGS A, B, C, & D

GROUND-LEVEL PATIOS PROPOSED AT UNITS LOCATED AT LEVEL L-1
BALCONIES PROPOSED AT UNITS LOCATED AT LEVELS L-2 AND L-3

BALCONIES AND GROUND-LEVEL PATIOS SHALL HAVE UNDER-MOUNTED SPRINKLERS INSTALLED AS TYPICAL UNLESS NOTED OTHERWISE. AUTOMATIC SPRINKLER SYSTEM SHALL COMPLY WITH THE CODE REQUIREMENTS DESCRIBED IN SECTION 903

903.3.2 - QUICK-RESPONSE AND RESIDENTIAL SPRINKLERS

WHERE AUTOMATIC SPRINKLER SYSTEMS ARE REQUIRED BY THIS CODE, QUICK-RESPONSE OR RESIDENTIAL AUTOMATIC SPRINKLERS SHALL BE INSTALLED IN ALL OF THE FOLLOWING AREAS IN ACCORDANCE WITH SECTION 903.3.1 AND THEIR LISTINGS:

3. DWELLING UNITS AND SLEEPING UNITS IN GROUP R OCCUPANCIES.

APPLIED CASE(S) - BLDGS A, B, C, & D

(R-2) DWELLING UNITS PROPOSED

AUTOMATIC SPRINKLER SYSTEM SHALL BE FIT WITH QUICK-RESPONSE COMPONENTS ACCORDING TO 903.3.1 REQUIREMENTS IN APARTMENT UNITS

SECTION 906 - FIRE EXTINGUISHERS

906.1 - PORTABLE FIRE EXTINGUISHERS

PORTABLE EXTINGUISHERS SHALL BE INSTALLED AS REQUIRED BY OCCUPANCY.
APPLICABLE OCCUPANCIES: B, R-2

APPLIED CASE(S) - BLDGS A, B, C, & D

PER EXCEPTION 2, R-2: ONE EXTINGUISHER RATED 1-A:10-B:C PER SHALL BE REQUIRED IN EACH DWELLING UNIT, **ONE PROVIDED PER UNIT**

B OCCUPANCIES TO BE OUTFITTED WITH FIRE EXTINGUISHERS PER 906

SECTION 907 - FIRE ALARM AND DETECTION SYSTEMS

907.2.9 - GROUP R-2

FIRE ALARM SYSTEMS AND SMOKE ALARMS SHALL BE INSTALLED IN GROUP R-2 OCCUPANCIES AS REQUIRED IN SECTIONS 907.2.9.1 THROUGH 907.2.9.3.

APPLIED CASE(S) - BLDGS A, B, C, & D

MANUAL FIRE AND SMOKE ALARMS TO BE INSTALLED AT EACH R-2 APARTMENT UNIT

**FIRE PROTECTION DEFERRED TO SUBMITTED UNDER SEPARATE PERMIT. FIRE PROTECTION CONTRACTOR SHALL COMPLY WITH ALL CODE REQUIREMENTS STIPULATED HEREIN AS WELL AS ADDITIONAL REQUIREMENTS AS STIPULATED BY 2018 IFC AND OTHER APPLICABLE CODES.*

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
CODE SUMMARY

SHEET NO.
G-002

PLOT DATE & TIME: 5/18/2022 4:31:28 PM

2018 IBC CHAPTER 10
MEANS OF EGRESS

SECTION 1004 - OCCUPANT LOAD

1004.1 - DESIGN OCCUPANT LOAD

MEANS OF EGRESS REQUIREMENTS SHALL BE BASED ON THE OCCUPANTS FOR WHOM MEANS OF EGRESS FACILITIES ARE PROVIDED.

TABLE 1004.1.2 - MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR
BUSINESS AREAS	150 GROSS
RESIDENTIAL	200 GROSS
STORAGE	300 GROSS

APPLIED CASE(S) - BLDGS A, B, C, & D

REFER TO A-000 SERIES - CODE PLANS FOR OCCUPANCY AND OCCUPANT LOAD BY SPACE, INCLUDING TRIBUTARY AND CUMULATIVE LOADS

SECTION 1005 - MEANS OF EGRESS SIZING

1005.3.1 - STAIRWAYS

THE CAPACITY, IN INCHES, OF MEANS OF EGRESS STAIRWAYS SHALL BE CALCULATED BY MULTIPLYING THE OCCUPANT LOAD SERVED BY SUCH STAIRWAYS BY A MEANS OF EGRESS CAPACITY FACTOR OF 0.3 INCH PER OCCUPANT. WHERE STAIRWAYS SERVE MORE THAN ONE STORY, ONLY THE OCCUPANT LOAD OF EACH STORY CONSIDERED INDIVIDUALLY SHALL BE USED IN CALCULATING THE REQUIRED CAPACITY OF THE STAIRWAYS SERVING THAT STORY.

EXCEPTIONS:

1. FOR OTHER THAN GROUP H AND I-2 OCCUPANCIES, THE CAPACITY, IN INCHES, OF MEANS OF EGRESS STAIRWAYS SHALL BE CALCULATED BY MULTIPLYING THE OCCUPANT LOAD SERVED BY SUCH STAIRWAYS BY A MEANS OF EGRESS **CAPACITY FACTOR OF 0.2 INCH PER OCCUPANT IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM** INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.2 AND AN EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM IN ACCORDANCE WITH SECTION 907.5.2.2.

APPLIED CASE(S) - BLDGS A, B, C & D

1. THE FOLLOWING TABLE DOCUMENTS THE WORST CASE IN TERMS OF GREATEST *CUMULATIVE* OCCUPANT LOAD TABULATED FOR EACH EXTERIOR EXIT STAIR TO DEMONSTRATE GREATEST NUMBER OF OCCUPANTS SERVED, DESPITE COMPLIANCE WITH 1005.3.1

	GREATEST NO. OF OCCS. SERVED	REQUIRED WIDTH (OCC.*0.2")	*STAIR WIDTH PROVIDED*
BLDG A-D:	17	3.4" (36" MIN. PER 1011.2)	48"

SECTION 1006 - NUMBER OF EXITS AND EXIT ACCESS DOORWAYS

1006.2.1 - EGRESS BASED ON OCCUPANT LOAD AND COMMON PATH OF EGRESS TRAVEL DISTANCE

EXCEPTION 1

IN GROUP R-2 OCCUPANCY, ONE MEANS OF EGRESS IS PERMITTED WITHIN AND FROM INDIVIDUAL DWELLING UNITS WITH A MAXIMUM OCCUPANT LOAD OF 20 WHERE THE DWELLING UNIT IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.2 AND **THE COMMON PATH OF EGRESS TRAVEL DOES NOT EXCEED 125 FT.**

APPLIED CASE(S) - BLDGS A, B, C & D

TABLE 1006.2.1 - SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY

OCCUPANCY	MAX OCC LOAD OF SPACE	MAX COMMON PATH OF EGRESS TRAVEL DISTANCE (WITH SPRINKLER SYSTEM [FT])
BUSINESS (BLDG A)	ALLOWABLE: 49 **PROVIDED: 10**	ALLOWABLE: 100 FT* **PROVIDED: 16'-10"**
RESIDENTIAL (R-2) (ALL BLDGS)	ALLOWABLE: 20 **PROVIDED: 17**	ALLOWABLE: 125 FT* **PROVIDED: 110'-4"**

*BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH 903.3.1.2, REFER TO SHEET A-000 SERIES FOR COMMON PATH OF EGRESS TRAVEL DISTANCES.

SECTION 1008 - MEANS OF EGRESS ILLUMINATION

1008.2 - ILLUMINATION LEVEL UNDER NORMAL POWER

TWO EXITS OR EXIT ACCESS DOORWAYS FROM ANY SPACE SHALL BE PROVIDED WHERE THE DESIGN OCCUPANT LOAD OR THE COMMON PATH OF EGRESS TRAVEL DISTANCE EXCEEDS THE VALUES LISTED IN TABLE 1006.2.1.

APPLIED CASE(S) - BLDGS A, B, C & D

LIGHTING PROVIDED FOR MEANS OF EGRESS ILLUMINATION:EXCEPT WHERE EXEMPT IN GROUPS R-2, MEANS OF EGRESS ILLUMINATION PROVIDED MINIMUM 1 FOOT CANDLE (fc) AT WALKING SURFACE IN COMPLIANCE WITH SECTION 1008.3

1008.3 - EMERGENCY POWER FOR ILLUMINATION

IN EVENT OF A FULL POWER FAILURE IN ROOMS REQUIRING > 2 MEANS OF EGRESS, EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE AISLES, CORRIDORS AND EXIT ACCESS STAIRWAYS AND RAMPS AND THE FOLLOWING AREAS FOR A MINIMUM OF 90-MINUTES MEETING ILLUMINATION MINIMUMS OF 0.1 FOOT CANDLE (FC) AND NOT LESS THAN 1FC AVERAGE ALONG THE PATH OF EGRESS AT FLOOR LEVEL:

1. INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS
2. EXIT PASSAGEWAYS
3. VESTIBULES AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH SECTION 1028.1
5. EXTERIOR LANDINGS AS REQUIRED BY SECTION 1010.1.6 FOR EXIT DOORWAYS LEADING DIRECTLY TO EXIT DISCHARGE

APPLIED CASE(S) - BLDGS A, B, C & D

LIGHTING PROVIDED IN EVENT OF POWER FAILURE:

1. DURATION OF EMERGENCY POWER PROVIDED, NOT LESS THAN 90-MINUTES IN COMPLIANCE WITH SECTION 1008.3.4
2. 1008.3.5 ILLUMINATION MEETING THE MINIMUM 1fc AVERAGE , MEANS OF EGRESS
3. ILLUMINATION PROVIDED MINIMUM 1 FOOT CANDLE AT WALKING SURFACE IN COMPLIANCE WITH SECTION 1008.3 IN ROOMS AND SPACES REQUIRING > 2 MEANS OF EGRESS AND/OR AS REQUIRED BY SECTION 1008.3.3
4. EMERGENCY LIGHTS PROVIDING ILLUMINATION MINIMUM OF 0.1fc PROVIDED ALONG PATH OF EGRESS AT FLOOR LEVEL. MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40:1 NOT EXCEEDED

SECTION 1011 - STAIRWAYS

1011.2 - WIDTH AND CAPACITY

THE REQUIRED CAPACITY OF STAIRWAYS SHALL BE DETERMINED AS SPECIFIED IN SECTION 1005.1, BUT THE MINIMUM WIDTH SHALL BE NOT LESS THAN 44 INCHES. SEE SECTION 1009.3 FOR ACCESSIBLE MEANS OF EGRESS STAIRWAYS.

EXCEPTIONS:

1. STAIRWAYS SERVING AN **OCCUPANT LOAD OF LESS THAN 50** SHALL HAVE A WIDTH OF NOT LESS THAN **36 INCHES.**

APPLIED CASE(S) - BLDGS A, B, C & D

TYPICAL BIDDER-DESIGNED EXTERIOR STAIR WIDTH PROVIDED = **48" > 36"**

SECTION 1017 - EXIT ACCESS TRAVEL DISTANCE

1017.2 - LIMITATIONS

EXIT ACCESS TRAVEL DISTANCE SHALL NOT EXCEED THE VALUES GIVEN IN THE TABLE 1017.2:

TABLE 1017.2 - EXIT ACCESS TRAVEL DISTANCE

OCCUPANCY	WITH SPRINKLER SYSTEM [FT]
RESIDENTIAL	250 FT*
BUSINESS	300 FT*

*BUILDING EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH 903.3.1.2

APPLIED CASE(S) - BLDGS A, B, C & D

EXIT ACCESS TRAVEL DISTANCE MEASURED IN ACCORDANCE WITH 1017.3.1 FROM THE WORST-CASE RESIDENTIAL UNIT, EXTERIOR STAIR EXIT ACCESS PROVIDED = 110'-4"

110' - 4" < 250' - 0" [ALL BUILDINGS]

REFER TO A-000 SERIES CODE PLANS FOR WORST-CASE DISTANCES PER BUILDING.

1017.3.1 - EXIT ACCESS STAIRWAYS AND RAMPS

TRAVEL DISTANCE ON EXIT ACCESS STAIRWAYS SHALL BE INCLUDED IN THE EXIT ACCESS TRAVEL DISTANCE MEASUREMENT. THE MEASUREMENT ALONG STAIRWAYS SHALL BE MADE ON A PLANE PARALLEL AND TANGENT TO THE STAIR TREAD NOSINGS IN THE CENTER OF THE STAIR AND LANDINGS.

REF. A-000 - CODE PLAN SERIES FOR TYPICAL EXIT ACCESS STAIRWAY TRAVEL DISTANCE INFORMATION.

2018 IBC CHAPTER 11
ACCESSIBILITY

SECTION 1104 - ACCESSIBLE ROUTE

1104.1 - SITE ARRIVAL POINTS, 1104.2 - WITHIN A SITE

AT LEAST ONE ACCESSIBLE ROUTE WITHIN THE SITE SHALL BE PROVIDED FROM ACCESSIBLE PARKING AND SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE SERVED. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDINGS, ELEMENTS AND PARKING SPACES ON THE SAME SITE.

REF. A-000 CODE SITE PLAN FOR ACCESSIBLE ROUTES WITHIN THE PROJECT SITE

1106 - PARKING AND PASSENGER LOADING FACILITIES

WHERE PARKING IS PROVIDED, ACCESSIBLE PARKING SPACES SHALL BE PROVIDED IN COMPLIANCE WITH TABLE 1106.1

WHERE AT LEAST ONE PARKING SPACE IS PROVIDED FOR EACH DWELLING UNIT, AT LEAST ONE ACCESSIBLE PARKING SPACE SHALL BE PROVIDED FOR EACH TYPE A UNIT.

APPLIED CASE(S) - BLDGS A, B, C, & D

PROJECT PROPOSES 119 PARKING STALLS PER TABLE 1106.1.
(6) STALLS SHALL BE ACCESSIBLE (ONE PER TYPE A UNIT).

PER 1106.5, FOR EVERY SIX, OR FRACTION OF SIX ACCESSIBLE PARKING SPACES, AT LEAST ONE SHALL BY A VAN ACCESSIBLE PARKING SPACE.
(1) VAN ACCESSIBLE PARKING SPACE IS REQUIRED.

1107.6 - DWELLING UNITS AND SLEEPING UNITS

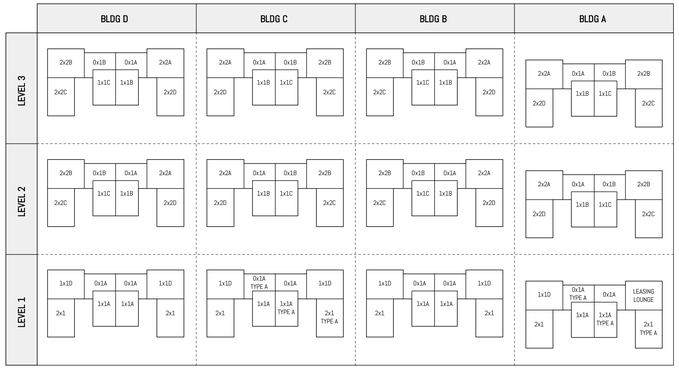
IN GROUP R-2, OCCUPANCIES CONTAINING MORE THAN (10) DWELLING UNITS, 5% SHALL BE A "TYPE A" UNIT. TYPE A UNITS SHALL BE DISTRIBUTED AMONG THE VARIOUS CLASSES OF UNITS. ON SITES WITH MORE THAN (4) DWELLING UNITS, UNITS SHALL BE DESIGNATED AS A TYPE B UNIT.

WHERE ELEVATOR SERVICE IS NOT PROVIDED IN A STRUCTURE, ONLY THE DWELLING UNITS AND SLEEPING UNITS THAT ARE LOCATED ON STORIES INDICATED IN SECTIONS 1107.7.1.1 AND 1107.7.1.2 ARE REQUIRED TO BE TYPE A AND TYPE B UNITS, RESPECTIVELY.

TOTAL RESIDENTIAL UNITS PROVIDED = 95 > 10
TOTAL TYPE A UNITS REQUIRED = 95 * 0.05 = 5 UNITS

TYPE A UNIT LOCATIONS:
(6) TYPE A UNITS TO BE PROVIDED
REFER TO UNIT LOCATION KEY PLAN

UNIT LOCATION KEY PLAN



UNIT TYPE	0x1A	0x1A (TYPE A)	0x1B	1x1A	1x1A (TYPE A)	1x1B	1x1C	1x1D	2x1	2x1 (TYPE A)	2x2A	2x2B	2x2C	2x2D	TOTAL
AMOUNT	14	2	8	6	2	8	8	7	6	2	8	8	8	8	**95**
SHEET REFERENCE	A-410	A-411	A-412	A-414	A-415	A-416	A-418	A-420	A-422	A-423	A-424	A-426	A-428	A-430	

2018 IBC CHAPTER 12
INTERIOR ENVIRONMENT

SECTION 1202 - VENTILATION

1202.2 - ATTIC SPACES

BLOCK AND BRIDGING SHALL BE ARRANGED TO NOT INTERFERE WITH MOVEMENT OF AIR, AND A 1" AIR SPACE SHALL BE PROVIDED BETWEEN INSULATION AND ROOF SHEATHING. THE NET FREE VENTILATING AREA SHALL BE NOT LESS THAN 1/150 OF THE AREA OF THE SPACE VENTILATED. VENTILATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

EXCEPTION 1: NET CROSS VENTILATION AT ENCLOSED ATTICS AND RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF FRAMING MEMBERS SHALL BE 1/300 PROVIDED:

1. A CLASS I OR II VAPOR RETARDER IS INSTALLED ON THE WARM IN WINTER SIDE OF THE CEILING [SEE ASSEMBLIES A-011].
2. AT LEAST 40% AND NOT MORE THAN 50% OF THE REQUIRED VENTING AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC. UPPER VENTILATORS SHALL BE SPACED NOT MORE THAN 3'-0" BELOW THE RIDGE, MEASURED VERTICALLY, WITH THE BALANCE OF THE VENTILATION PROVIDED BY EAVE OR CORNICE VENTS.

APPLIED CASE(S) - BLDGS A, B, C & D

REFER TO A-110 SERIES ROOF PLANS FOR ATTIC VENTILATION PROVIDED. DESIGN LOADS DETERMINED USING CODE PRESCRIPTIVE 1:300 RATIO BETWEEN AREA OF SPACE VENTILATED AND NET FREE VENTILATING AREA, TOTALS PROVIDED IN SF.

	ROOF AREA	REQUIRED AREA	PROVIDED AREA	VENTILATION AT RIDGE [40% < X < 50%]
BLDG A:	9,485 SF	32 SF	**33 SF**	**49%**
BLDG B:	9,485 SF	32 SF	**33 SF**	**49%**
BLDG C:	9,485 SF	32 SF	**33 SF**	**49%**
BLDG D:	9,485 SF	32 SF	**33 SF**	**49%**

2018 IBC CHAPTER 29
PLUMBING SYSTEMS

SECTION 2902 - MINIMUM PLUMBING FACILITIES

PUBLIC (NON-RESIDENTIAL) PLUMBING FACILITIES ARE FAMILY / SINGLE USER TOILET FACILITIES.

TABLE 2902.1 - MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES [LEASING OFFICE | BUILDING A]	APPLIED CASE
ALL CUMULATIVE SQUARE FOOTAGE AT OFFICES: 746 SF / 150 OLF = 5 OCCUPANTS PER 2902.2 EXCEPTION 5, SEPARATE FACILITIES ARE NOT REQUIRED. WATER CLOSET REQUIRED = 1, LAVATORY REQUIRED = 1 PER 2902.5.1, OCCUPANT LOADS UNDER 30 DO NOT REQUIRE DRINKING FOUNTAINS	1 PROVIDED WATER CLOSET / 1 PROVIDED LAVATORY NO DRINKING FOUNTAINS PROVIDED

WASHINGTON STATE
ENERGY CODE

SECTION 4 - [CE] COMMERCIAL ENERGY EFFICIENCY

C402.4 - FENESTRATION

TABLE C402.4 - BUILDING ENVELOPE FENESTRATION MAXIMUM U-FACTOR AND SHGC REQUIREMENTS

CLIMATE ZONE	5 AND MARINE 4	
***U*-factor for Class AW windows rated in accordance with AAMA/CSA101/I.S.2/A440, vertical curtain walls and site-built fenestration products[a]**		
Fixed[b] *U*-factor	U-0.38	
Operable[c] *U*-factor	U-0.40	
Entrance doors[d]		
U-factor	U-0.60	
U-factor for all other vertical fenestration		
U-factor	U-0.30	
SHGC for all vertical fenestration		
ORIENTATION[e, f]	**SEW**	**N**
PF < 0.2	0.38	0.51
0.2 ≤ PF' < 0.5	0.46	0.56
PF ≥ 0.5	0.61	0.61
Skylights		
U-factor	U-0.50	
SHGC	0.35	

C402.1.3 - INSULATION COMPONENT R-VALUE

OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, R-VALUE METHOD

CLIMATE ZONE	5 AND MARINE 4	
	All Other	**Group R**
Roofs		
Insulation entirely above deck	R-38ci	R-38ci
Metal buildings[b]	R-25 + R-11 LS	R-25 + R-11 LS
Attic and other	R-49	R-49
Walls, Above Grade		
Mass[h]	R-9.5[c] ci	R-13.3ci
Mass transfer deck slab edge	R-5	R-5
Metal building	R-19ci or R-13 + R-13ci	R-19ci or R-13 + R-13ci
Steel framed	R-13 + R-10ci	R-19 + R-8.5ci
Wood framed and other	R-21 int or R-15 + R-5ci std	R-13 + R-7.5ci std or R-20 + R-3.8ci std or R-25 std
Walls, Below Grade		
Below-grade wall[d, h]	Same as above grade	Same as above grade
Floors		
Mass[f]	R-30ci	R-30ci
Joist/framing	R-30[g]	R-30[g]
Slab-on-Grade Floors		
Unheated slabs	R-10 for 24" below	R-10 for 24" below
Heated slabs[d]	R-10 perimeter & under entire slab	R-10 perimeter & under entire slab
Opaque Doors[g]		
Nonswinging	R-4.75	R-4.75

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
CODE SUMMARY

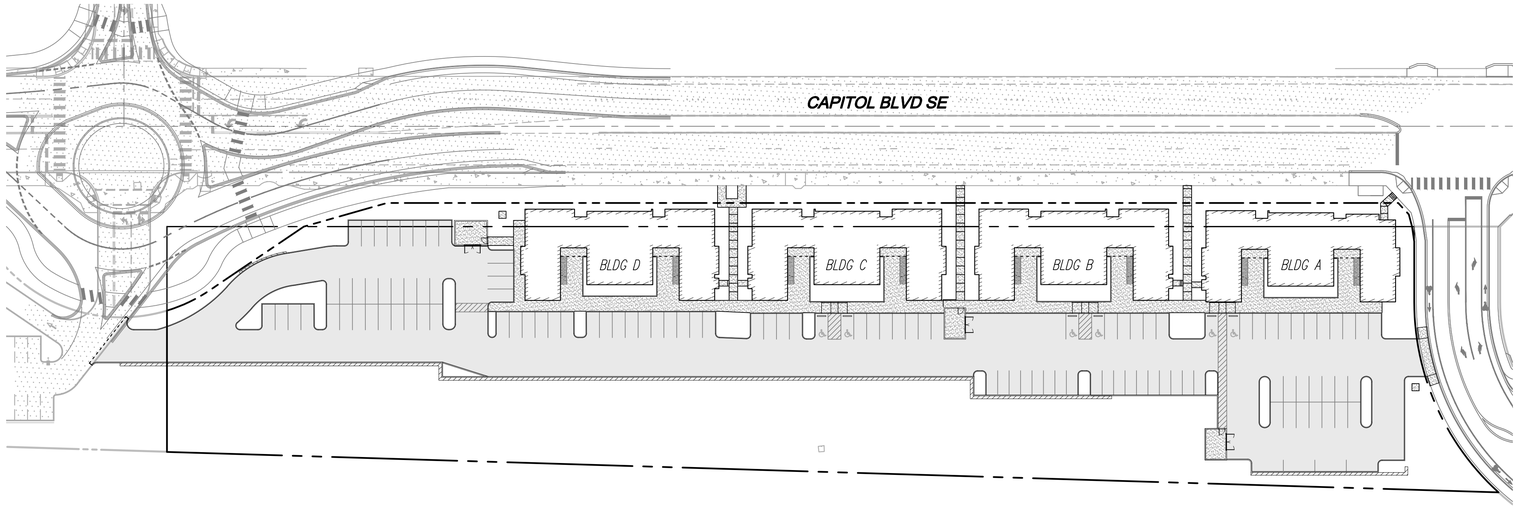
SHEET NO.
G-003

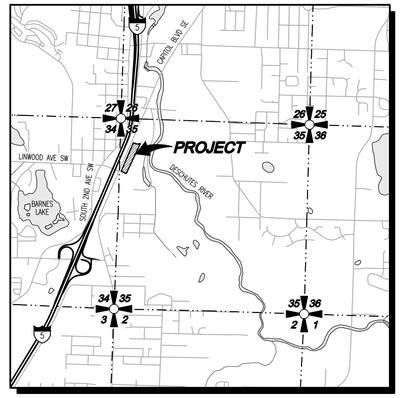
PLOT DATE & TIME: 5/18/2022 4:31:29 PM

A PORTION OF SEC 35, TWN 18N, RGE 2W, W.M., CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON

CAPITOL BLVD - LOT 4 MULTIFAMILY
CONSTRUCTION PLANS

SCALE: 1" = 50'
50' 0 50' 100'





VICINITY MAP
SCALE: 1"=2000'

LEGEND AND ABBREVIATIONS

EXISTING SYMBOLS

SYMBOL	DESCRIPTION
O_D	STORM MANHOLE
	STORM CATCH BASIN
O_S	SEWER MANHOLE
	FIRE HYDRANT
W	WATER VALVE
IR	IRRIGATION BOX
P	POWER POLE
	GUY ANCHOR
	STREET LIGHT
	DECIDUOUS TREE

PROPOSED WATER SYMBOLS

SYMBOL	DESCRIPTION
	WATER CAP
	CONCRETE BLOCKING
	BUTTERFLY VALVE
	11° BEND
	45° BEND
	90° BEND
	22° BEND
	VALVE
	HYDRANT ASSEMBLY
	BLOW-OFF VALVE
	REDUCER
	AIR-VAC ASSEMBLY
	WATER METER
	WATER PIPE

PROPOSED SEWER SYMBOLS

SYMBOL	DESCRIPTION
	SEWER CAP
	SEWER CLEANOUT
	SEWER MANHOLE
	SEWER PIPE

ABBREVIATIONS

CB	CATCH BASIN
℄	CENTERLINE
CMP	CORRUGATED METAL PIPE
CP	CONCRETE PIPE
EL	ELEVATION
EXIST.	EXISTING
℄	FLOWLINE
IE	INVERT ELEVATION
LCPE	LINE CORRUGATED POLYETHYLENE
ℙ	PROPERTY LINE
PP	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
R/W	RIGHT-OF-WAY
STA	STATION
SD	STORM DRAIN
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
SWPE	SOLID WALL POLYETHYLENE PIPE
TYP	TYPICAL
TBR	TO BE REMOVED

PROPOSED STORM SYMBOLS

SYMBOL	DESCRIPTION
	SD CAP
	TYPE 1 CATCH BASIN, GRATED LID
	TYPE 1 CATCH BASIN, SOLID LID
	TYPE 2 CATCH BASIN, GRATED LID
	TYPE 2 CATCH BASIN, SOLID LID
	BEEHIVE MANHOLE COVER
	SQUARE YARD DRAIN
	ROUND YARD DRAIN
	STORM CLEAN OUT
	STORM PIPE

TABLE OF CONTENTS

1	CS-01	COVER SHEET
2	ER-01	TESC PLAN
3	ER-02	TESC PLAN
4	ER-03	TESC NOTES AND DETAILS
5	SP-01	SITE PLAN
6	SP-02	SITE PLAN
7	SP-03	SITE PLAN NOTES AND DETAILS
8	SP-04	SITE PLAN NOTES AND DETAILS
9	GR-01	GRADING PLAN
10	GR-02	GRADING PLAN
11	GR-03	WALL PROFILES
12	SD-01	STORM DRAINAGE PLAN
13	SD-02	STORM DRAINAGE PLAN
14	SD-03	STORM PROFILES
15	SD-04	STORM PROFILES
16	SD-05	STORM DRAINAGE NOTES AND DETAILS
17	SD-06	STORM DRAINAGE NOTES AND DETAILS
18	SS-01	SEWER PLAN
19	SS-02	SEWER NOTES AND DETAILS
20	WA-01	WATER PLAN
21	WA-02	WATER NOTES AND DETAILS
22	WA-03	WATER NOTES AND DETAILS

PROJECT INFORMATION

TAX PARCELS:	33870000400
SITE ADDRESS:	4200 CAPITOL BOULEVARD SE TUMWATER, WA 98501
SITE AREA:	151,121 SF 3.47 AC
CURRENT ZONING:	BREWERY DISTRICT (BD)
PROPOSED LAND USE:	MULTIFAMILY APARTMENTS
PROPOSED BUILDING #1 AREA:	±6,564 SF
PROPOSED BUILDING #2 AREA:	±6,564 SF
PROPOSED BUILDING #3 AREA:	±6,564 SF
PROPOSED BUILDING #4 AREA:	±6,430 SF
FLOOR AREA RATIO:	SEE ARCHITECTURAL PLANS
BUILDING HEIGHT	SEE ARCHITECTURAL PLANS
PROPOSED IBC CONSTRUCTION TYPE:	TYPE II-B NON COMBUSTIBLE
OPEN SPACE: (OUTSIDE WETLAND BUFFER)	17,601 SF (0.40 ACRES)
OPEN SPACE: (WITHIN WETLAND BUFFER)	3,507 SF (0.08 ACRES)
TOTAL OPEN SPACE:	49,127 SF (1.13 ACRES)
DENSITY REQUIRED:	20 DWELLING UNITS PER AC
DENSITY PROVIDED:	96 TOTAL UNITS / 2.42 AC = 39.7 UNITS PER AC
PARKING SPACES PROVIDED:	119
WATER:	CITY OF TUMWATER
SEWER:	CITY OF TUMWATER
POWER:	PSE
GAS:	PSE
TELEPHONE:	COMCAST
CABLE:	COMCAST
SCHOOL DISTRICT:	TUMWATER SCHOOL DISTRICT
FIRE DISTRICT:	TUMWATER
PERCENT OF SITE IMPERVIOUS:	PAVED AREAS: 44% (67,075 SF) BUILDING AREAS:17% (26,256 SF) TOTAL: 61%

EARTHWORK QUANTITIES

CUT:	9,000 CY
FILL:	9,600 CY
NET:	600 CY FILL
DISTURBED AREA:	139,500 SF (3.20 ACRES)

CONTACT LIST

OWNER:
CRAFT DISTRICT, LLC
2840 BLACK LAKE BLVD SE #C
TUMWATER, WA 98512
CONTACT: JOHN PETERS
PHONE: (360) 760-8570

ARCHITECT:
FERGUSON ARCHITECTURE
1916 JEFFERSON AVE
TACOMA, WA 98402
CONTACT: BEN FERGUSON, AIA
PHONE: (253) 248-6060

GEOTECH:
INSIGHT GEOLOGIC, INC.
1015 4TH AVE E
OLYMPIA, WASHINGTON 98506
CONTACT: WILLIAM E. HALBERT, LHG, LEG
PHONE: (360) 754-2128
FAX: (360) 754-9299
EMAIL: billh@insightgeologic.com

CIVIL ENGINEER:
LDC, INC.
1411 STATE AVE NE, STE 200
OLYMPIA, WA 98506
CONTACT: TYRELL E. BRADLEY, PE
PHONE: (425) 806-1869
FAX: (425) 482-2893
EMAIL: tbradley@ldccorp.com

SURVEYOR:
MTN 2 COAST, LLC
2320 MOTTMAN RD SW, SUITE 106
TUMWATER, WA 98512
CONTACT: SETH E. PRIGGE, PLS
PHONE: (360) 688-1949

SURVEY INFORMATION

HORIZONTAL DATUM
WASHINGTON STATE PLANE COORDINATES, SOUTH ZONE, NAD 83/1991
BASED ON TIES TO THURSTON COUNTY CONTROL POINT GP34005-4T

VERTICAL DATUM
NGVD 29 BASED ON TIES TO THURSTON COUNTY CONTROL POINT GP34005-4T
ELEVATION=98.15

UTILITY NOTE
THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY MTN2COAST, LLC. LDC, INC (LAND DEVELOPMENT CONSULTANTS, INC.) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

FOR THE CITY OF TUMWATER
BY: _____ Date: _____
CITY ENGINEER
EXPIRES ONE YEAR FROM ACCEPTANCE DATE

REVISIONS

NO.	DATE	DESCRIPTION	BY

LDC
Surveying
Engineering
Planning
Woodinville Olympia Kent
1411 State Avenue NE, #200
Olympia, WA 98506
T 425.806.1869 www.LDCcorp.com F 425.482.2893

CRAFT DISTRICT, LLC

CAPITOL BLVD - LOT 4 MULTIFAMILY
COVER SHEET

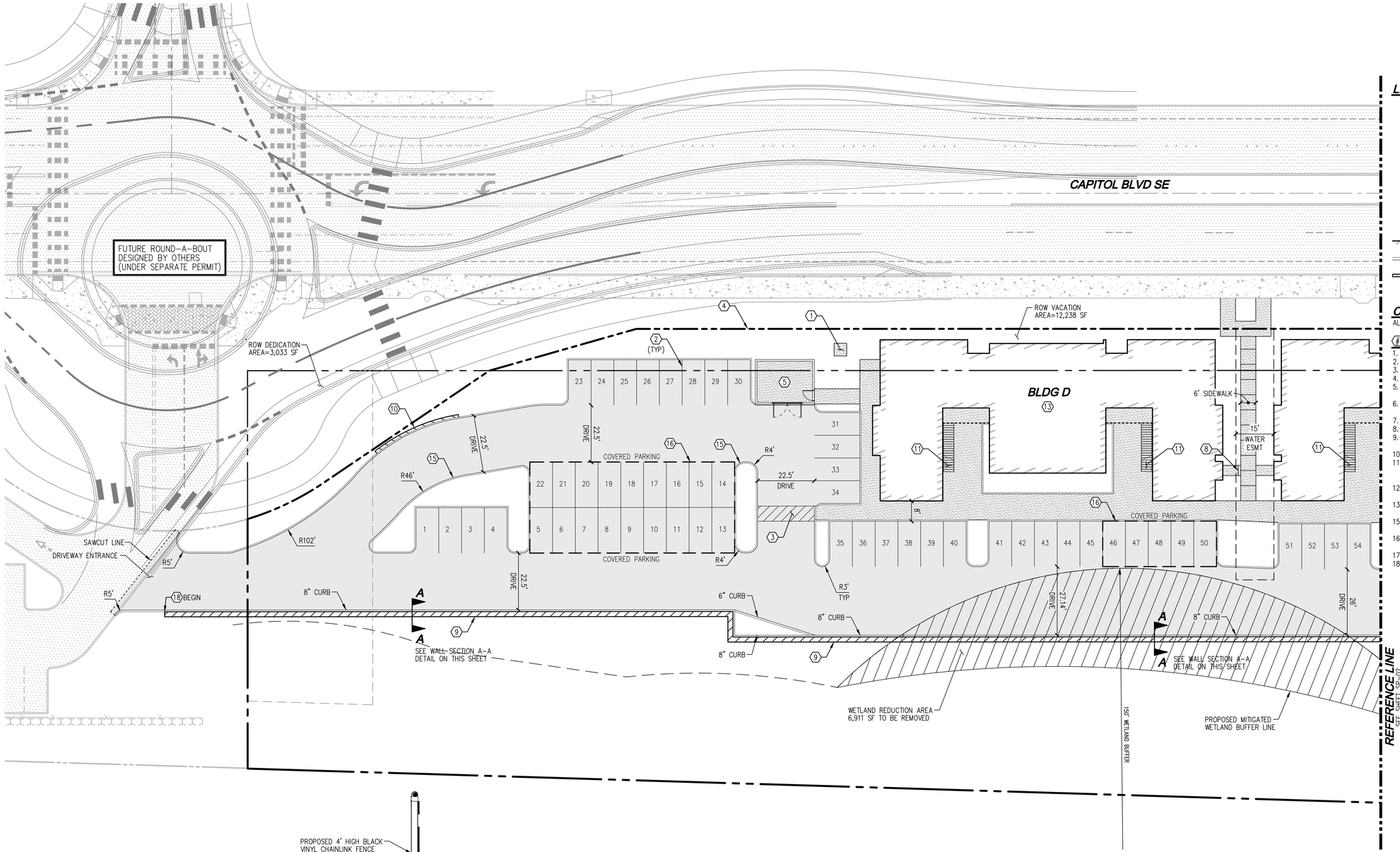
TYRELL E. BRADLEY
STATE OF WASHINGTON
51055
REGISTERED
PROFESSIONAL ENGINEER
5-31-22

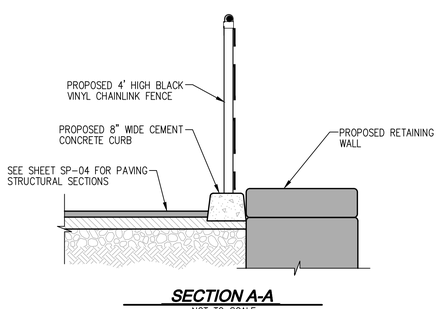
JOB NUMBER:	C22174
DRAWING NAME:	C22174C-CS-PL
DESIGNER:	TEB
DRAFTING BY:	REW
DATE:	05/13/22
SCALE:	AS NOTED
JURISDICTION:	TUMWATER

CS-01
SHEET 1 OF 22

Drawing: P:\Civil\2022\C22-174 Croft 2 Apartments\Drawings\Construction\C22174C-CS-PL.dwg Plotted: May 13, 2022 - 9:53am

A PORTION OF SEC 35, TWN 18N, RGE 2W, W.M., CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON





SECTION A-A
NOT TO SCALE

SCALE: 1" = 20'
20' 0 20' 40'

LEGEND

- ASPHALT PAVING PER DTL ON SHEET SP-04
- CONCRETE SIDEWALK PER DTL ON SHEET SP-03
- WETLAND REDUCTION AREA AREA=6,911 SF
- 1 — STANDARD 9'x18' STALLS
- C — COMPACT 8'x16' STALLS
- EV — ELECTRIC VEHICLE 9'x18' STALLS
- ADA 9'x18' STALLS
- PROPOSED BUILDING
- CONCRETE CURB
- PROPOSED WALLS, SEE CONSTRUCTION NOTES FOR MORE DETAIL

CURB NOTE

ALL CURB TO BE 6", UNLESS OTHERWISE NOTED.

CONSTRUCTION NOTES

1. MONUMENT SIGN LOCATION
2. 4" WIDE WHITE PAINT STRIPE
3. 4" WIDE WHITE PAINT STRIPE, 45° @ 2' O.C.
4. PROPOSED BOUNDARY LINE ADJUSTMENT
5. TRASH ENCLOSURE, SEE ARCHITECTURAL PLANS FOR DIMENSIONS AND MATERIALS
6. PARALLEL CURB RAMP PER WSDOT STD PLAN F-40.12-03, SEE DETAIL ON SHEET SP-03
7. WHEELSTOP, SEE DETAIL ON SHEET SP-04
8. CAST-IN-PLACE CONCRETE STEPS
9. ECOLOGY BLOCK WALL, SEE "GR" SHEETS FOR ADDITIONAL INFORMATION
10. CONCRETE BLOCK RETAINING WALL
11. ALL BIKE RACKS UNDER STAIRS, SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION
12. TYPE I CONCRETE DRIVEWAY PER WSDOT STD PLAN F-80.10-04, SEE DETAIL ON SHEET SP-03
13. PROPOSED BUILDING, SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION
15. EXTRUDED CURB PER WSDOT STD PLAN F-10.42-00, SEE DETAIL ON SHEET SP-03
16. COVERED PARKING, SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION
17. ACTIVE SPACE TRAILHEAD
18. PROPOSED 4' HIGH BLACK VINYL CHAINLINK FENCE, INSTALLED CENTERED ON 8" CEMENT CONCRETE CURB. SEE SECTION A-A SHOWN ON SHEET SP-01.

UTILITY NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER

TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY MTN2COAST, LLC. LDC, INC (LAND DEVELOPMENT CONSULTANTS, INC.,) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

FOR THE CITY OF TUMWATER
BY: _____ Date: _____
CITY ENGINEER
EXPIRES ONE YEAR FROM ACCEPTANCE DATE

REVISIONS

NO.	DATE	DESCRIPTION	BY

LDC
Surveying Engineering Planning
Woodinville Olympia Kent
1411 State Avenue NE, #200
Olympia, WA 98506
T 425.806.1869 www.LDCcorp.com F 425.482.2893

CRAFT DISTRICT, LLC

CAPITOL BLVD - LOT 4 MULTIFAMILY

SITE PLAN

TYRELL E. BRAA — STATE OF WASHINGTON — 51055 — REGISTERED PROFESSIONAL ENGINEER — 5-13-22

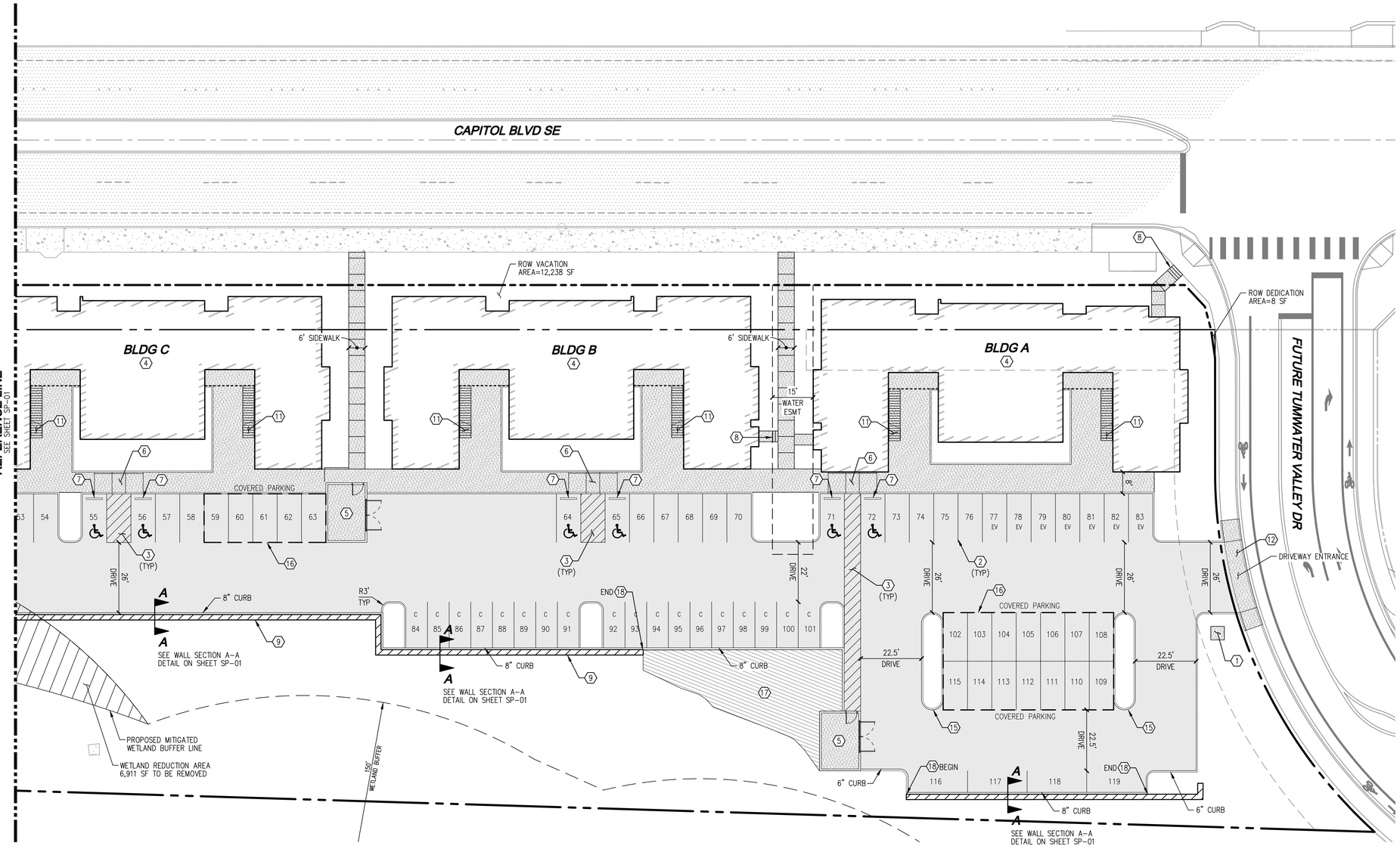
JOB NUMBER:	C22174
DRAWING NAME:	C22174C-SP-PL
DESIGNER:	TEB
DRAFTING BY:	REW
DATE:	05/13/22
SCALE:	1" = 20'
JURISDICTION:	TUMWATER

SP-01

SHEET 5 OF 22

Drawing: P:\Civil\2022\C22-174 Craft 2 Apartments\Drawings\Construction\C22174C-SP-PL.dwg Plotted: May 13, 2022 - 9:55am

A PORTION OF SEC 35, TWN 18N, RGE 2W, W.M., CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON



SCALE: 1" = 20'
20' 0 20' 40'

LEGEND

- ASPHALT PAVING PER DTL ON SHEET SP-04
- CONCRETE SIDEWALK PER DTL ON SHEET SP-03
- WETLAND REDUCTION AREA AREA=6,911 SF
- 1 STANDARD 9'x18' STALLS
- C COMPACT 8'x16' STALLS
- EV ELECTRIC VEHICLE 9'x18' STALLS
- ADA 9'x18' STALLS
- PROPOSED BUILDING
- CONCRETE CURB
- PROPOSED WALLS, SEE CONSTRUCTION NOTES FOR MORE DETAIL

CURB NOTE

ALL CURB TO BE 6", UNLESS OTHERWISE NOTED.

(#) CONSTRUCTION NOTES

1. MONUMENT SIGN LOCATION
2. 4" WIDE WHITE PAINT STRIPE
3. 4" WIDE WHITE PAINT STRIPE, 45° @ 2' O.C.
4. PROPOSED BOUNDARY LINE ADJUSTMENT
5. TRASH ENCLOSURE, SEE ARCHITECTURAL PLANS FOR DIMENSIONS AND MATERIALS
6. PARALLEL CURB RAMP PER WSDOT STD PLAN F-40.12-03, SEE DETAIL ON SHEET SP-03
7. WHEELSTOP, SEE DETAIL ON SHEET SP-04
8. CAST-IN-PLACE CONCRETE STEPS
9. ECOLOGY BLOCK WALL, SEE "GR" SHEETS FOR ADDITIONAL INFORMATION
10. CONCRETE BLOCK RETAINING WALL
11. ALL BIKE RACKS UNDER STAIRS, SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION
12. TYPE I CONCRETE DRIVEWAY PER WSDOT STD PLAN F-80.10-04, SEE DETAIL ON SHEET SP-03
13. PROPOSED BUILDING, SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION
15. EXTRUDED CURB PER WSDOT STD PLAN F-10.42-00, SEE DETAIL ON SHEET SP-03
16. COVERED PARKING, SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION
17. ACTIVE SPACE TRAILHEAD
18. PROPOSED 4' HIGH BLACK VINYL CHAINLINK FENCE, INSTALLED CENTERED ON 8" CEMENT CONCRETE CURB. SEE SECTION A-A SHOWN ON SHEET SP-01.

UTILITY NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER

TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY MTN2COAST, LLC. LDC, INC (LAND DEVELOPMENT CONSULTANTS, INC.) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

FOR THE CITY OF TUMWATER
BY: _____ Date: _____
CITY ENGINEER
EXPIRES ONE YEAR FROM ACCEPTANCE DATE

REVISIONS

NO.	DATE	DESCRIPTION	BY

LDC
Surveying
Engineering
Planning
Woodinville Olympia Kent
1411 State Avenue NE. #200
Olympia, WA 98506
T 425.806.1869 www.LDCcorp.com F 425.482.2893

CRAFT DISTRICT, LLC

CAPITOL BLVD - LOT 4 MULTIFAMILY

SITE PLAN

TYRELL E. BRADY
STATE OF WASHINGTON
51055
REGISTERED
PROFESSIONAL ENGINEER
5-24-22

JOB NUMBER:	C22174
DRAWING NAME:	C22174C-SP-PL
DESIGNER:	TEB
DRAFTING BY:	REW
DATE:	05/13/22
SCALE:	1" = 20'
JURISDICTION:	TUMWATER

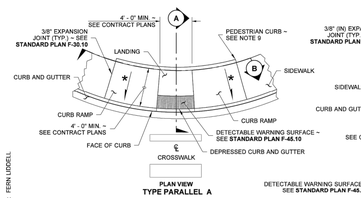
SP-02

SHEET 6 OF 22

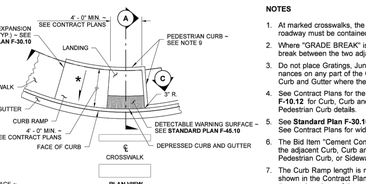
Drawing: P:\Civil\2022\C22-174 Craft 2 Apartments\Drawings\Construction\C22174C-SP-PL.dwg Plotted: May 13, 2022 - 9:55am

A PORTION OF SEC 35, TWN 18N, RGE 2W, W.M., CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON

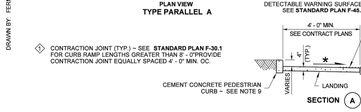
DRAWN BY: FERN LISDELL



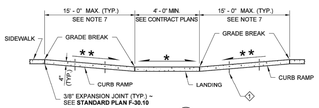
PLAN VIEW
TYPE PARALLEL A



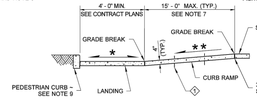
PLAN VIEW
TYPE PARALLEL B



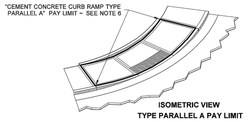
SECTION A



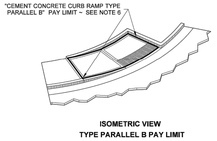
SECTION B
(ALONG INSIDE RADIUS AT BACK OF WALKWAY)



SECTION C
(ALONG INSIDE RADIUS AT BACK OF WALKWAY)



ISOMETRIC VIEW
TYPE PARALLEL A PAY LIMIT



ISOMETRIC VIEW
TYPE PARALLEL B PAY LIMIT

NOTES

1. At marked crosswalks, the connection between the landing and the roadway must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in the Depressed Curb and Gutter where the Landing connects to the roadway.
4. See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
5. See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
7. The Curb Ramp length is not required to exceed 15 feet (unless otherwise shown in the Contract Plans). When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet. Do not include abutting landing(s) in the15-foot max. measurement. When a ramp is constructed on a radius, the 15-foot max. length is measured on the inside radius along the back of the walkway.
8. Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14.**
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

LEGEND

SLOPE IN EITHER DIRECTION

★ 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)

★★ 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.) ~ SEE NOTE 7

SCOTT E. ZELLER — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

Zeller, Scott
Jan 24 2016 7:19 AM

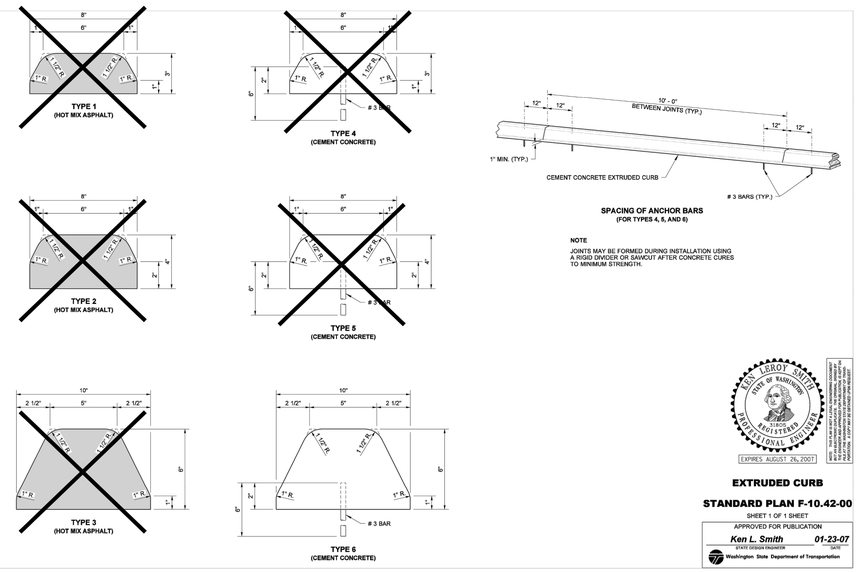
PARALLEL CURB RAMP

STANDARD PLAN F-40.12-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Carpenter, Jeff
Carpenter, Jeff
Jan 29 2016 2:27 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

DRAWN BY: BILL BERENS



SPACING OF ANCHOR BARS
(FOR TYPES 4, 5, AND 6)

NOTE

JOINTS MAY BE FORMED DURING INSTALLATION USING A RIGID DIVIDER OR SAWCUT AFTER CONCRETE CURES TO MINIMUM STRENGTH.

ERIN LEROY SMITH — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

EXPIRES AUGUST 26, 2007

EXTRUDED CURB

STANDARD PLAN F-10.42-00

SHEET 1 OF 1 SHEET

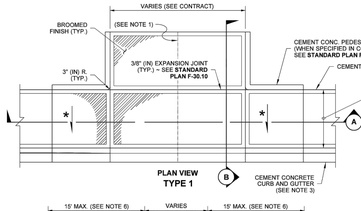
APPROVED FOR PUBLICATION
Ken L. Smith 01-23-07
STATE DESIGN ENGINEER — DATE
Washington State Department of Transportation

NO.	DATE	DESCRIPTION	BY

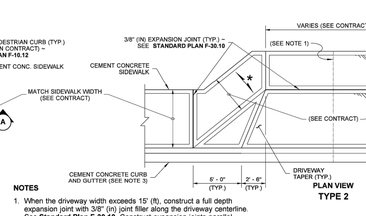
REVISIONS

LDC — Surveying, Engineering, Planning
Woodinville — Olympia — Kent
1411 State Avenue NE. #200, Olympia, WA 98506
T 425.806.1869 — www.LDCcorp.com — F 425.482.2893

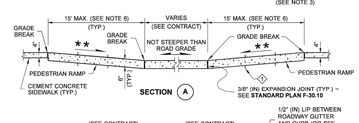
DRAWING BY: FERN LISDELL



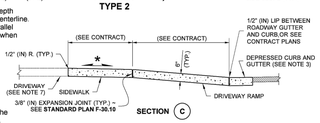
PLAN VIEW
TYPE 1



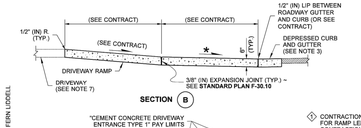
PLAN VIEW
TYPE 2



SECTION A



SECTION C



SECTION B

NOTES

1. When the driveway width exceeds 15' (ft), construct a full depth expansion joint with 3/8" (in) joint filler along the driveway centerline. See **Standard Plan F-30.10.** Construct expansion joints parallel with the centerline as required at 15' (ft) maximum spacing when driveway widths exceed 30' (ft).
2. See **Standard Plan F-30.10** for sidewalk details.
3. Curb and Gutter shown, see the Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb Details.
4. Avoid placing drainage structures, junction boxes or other obstructions in front of driveway entrances.
5. Where "GRADE BREAK" is called out, the entire length of the line between the two adjacent surface planes shall be flush.
6. The Pedestrian Ramp length is not required to exceed15 feet (unless otherwise shown in the Contract Plans). When applying the 15-foot max. length (measured from back of sidewalk) the running slope of the pedestrian ramp is allowed to exceed 8.3%, Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet.
7. Beyond limits shown. Pay item does not include driveway. See Contract Plans.

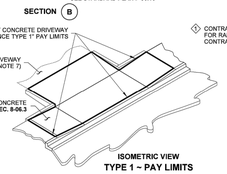
LEGEND

SLOPE IN EITHER DIRECTION

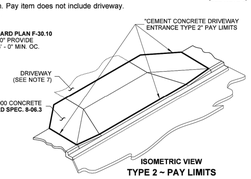
★ 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)

★★ 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.) (SEE NOTE 6)

1 CONTRACTION JOINT (TYP.) ~ SEE **STANDARD PLAN F-30.10** FOR RAMP LENGTHS GREATER THAN 8' - 0" PROVIDE CONTRACTION JOINT EQUALLY SPACED 4' - 0" MIN. OC.



ISOMETRIC VIEW
TYPE 1 ~ PAY LIMITS



ISOMETRIC VIEW
TYPE 2 ~ PAY LIMITS

SCOTT E. ZELLER — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

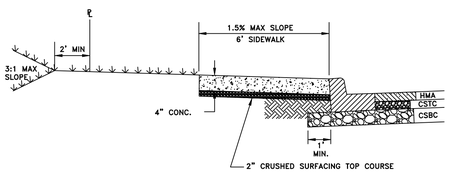
Zeller, Scott
Jul 12 2016 4:26 PM

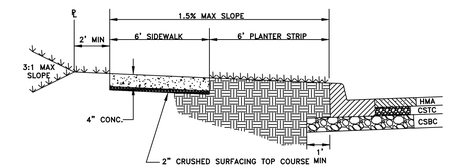
CEMENT CONCRETE DRIVEWAY ENTRANCE TYPES 1, 2, 3, & 4

STANDARD PLAN F-80.10-04

SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION
Carpenter, Jeff
Carpenter, Jeff
Jul 13 2016 12:27 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

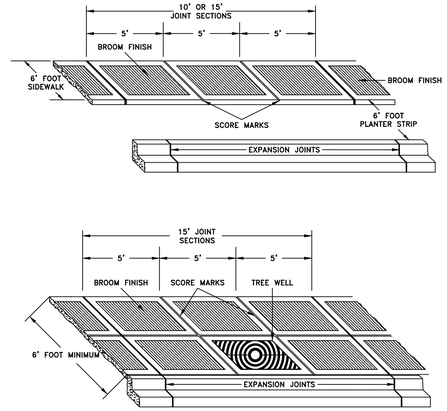




GENERAL NOTES:

1. FORMS SHALL BE WOOD OR METAL AND SHALL EXTEND FOR THE FULL DEPTH OF THE CONCRETE.
2. ALL FORMS SHALL BE CLEAN, STRAIGHT, FREE FROM WARP, AND OF SUFFICIENT STRENGTH TO RESIST THE PRESSURE OF THE CONCRETE WITHOUT SPRING.
3. CONCRETE DRIVEWAYS REQUIRE A MINIMUM DEPTH OF 6".
4. THE TOP OR TOE OF ALL SLOPES SHALL BEGIN 2' BACK OF THE SIDEWALK.

CITY OF TUMWATER, WASHINGTON DEPT. OF PUBLIC WORKS				
SIDEWALK				
APPROVED BY:				DWG. NO.
CITY ENGINEER				ST-4
DES.	DWG. BY	CK'D BY	DATE	NOT TO SCALE
PW	PW	MW	JAN. 2015	



* USE DECORATIVE SCORE MARKS FOR NEW SIDEWALK IN: CAPITOL BOULEVARD – BREWERY DISTRICT – TOWN CENTER

GENERAL NOTES:

1. FORMS SHALL BE WOOD OR METAL AND SHALL EXTEND FOR THE FULL DEPTH OF THE CONCRETE.
2. ALL FORMS SHALL BE STRAIGHT, FREE FROM WARP AND OF SUFFCIENT STRENGTH TO RESIST THE PRESSURE OF THE CONCRETE WITHOUT SPRING.
3. EXPANSION JOINT MATERIAL TO BE 3/8" THICK PREMOLDED JOINT FILLER FULL THICKNESS OF CONCRETE AND INSTALLED FLUSH OR 1/4" BELOW FINISH GRADE.
4. FORM AND SUBGRADE INSPECTION ARE REQUIRED BEFORE PLACING CONCRETE.
5. SCORE MARKS SHALL BE 1/8" TO 1/4" WIDE AND A MINIMUM OF 1" DEEP.
6. EXPANSION JOINTS SHALL BE INSTALLED IN THE CURB & GUTTER AND SIDEWALK AT THE PC AND PT FOR ALL CURB RETURNS. EXPANSION JOINTS SHALL BE PLACED IN THE SIDEWALK AT THE SAME LOCATIONS AS THOSE IN THE CURB & GUTTER WHEN THE SIDEWALK IS ADJACENT TO CURB & GUTTER, OR UNLESS OTHERWISE DIRECTED BY THE CITY.

CITY OF TUMWATER, WASHINGTON DEPT. OF PUBLIC WORKS				
SIDEWALK SPACING EXPANSION JOINTS & SCORE MARKS				
APPROVED BY:				DWG. NO.
CITY ENGINEER				ST-5
DES.	DWG. BY	CK'D BY	DATE	NOT TO SCALE
PW	PW	MW	JAN. 2015	

UTILITY NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER

TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY MTN2COAST, LLC. LDC, INC (LAND DEVELOPMENT CONSULTANTS, INC.) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

FOR THE CITY OF TUMWATER

BY: _____ Date: _____
CITY ENGINEER

EXPIRES ONE YEAR FROM ACCEPTANCE DATE

CRAFT DISTRICT, LLC

CAPITOL BLVD - LOT 4 MULTIFAMILY

SITE PLAN NOTES AND DETAILS

TYMEL E. HRADY — STATE OF WASHINGTON — 51055 — REGISTERED PROFESSIONAL ENGINEER — 5-27-22

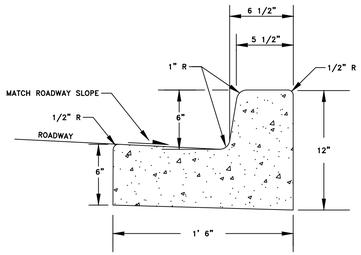
JOB NUMBER:	C22174
DRAWING NAME:	C22174C-SP-01
DESIGNER:	TEB
DRAFTING BY:	REW
DATE:	05/13/22
SCALE:	AS NOTED
JURISDICTION:	TUMWATER

SP-03

SHEET 7 OF 22

Drawing: P:\Civil\2022\C22-174 Craft 2 Apartments\Drawings\Construction\C22174C-SP-01.dwg Plotted: May 13, 2022 - 9:55am

A PORTION OF SEC 35, TWN 18N, RGE 2W, W.M., CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON

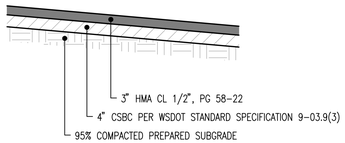


TYPE 1

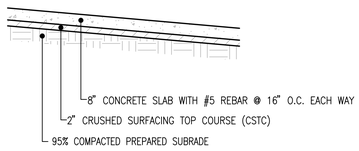
GENERAL NOTES:

1. EXPANSION JOINT MATERIAL TO BE 3/8" THICK PREMOLDED. JOINT FILLER FULL THICKNESS OF CONCRETE SPACING.
2. FORM AND SUBGRADE INSPECTION REQUIRED BEFORE PLACING CONCRETE.

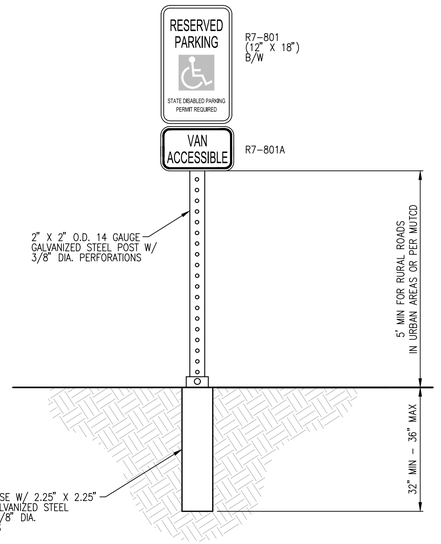
CITY OF TUMWATER, WASHINGTON DEPT. OF PUBLIC WORKS				
CEMENT CONCRETE CURB & GUTTER				
APPROVED BY:				DWG. NO.
CITY ENGINEER				ST-7
DES.	DWG. BY	CK'D BY	DATE	NOT TO SCALE
PW	PW	MW	JAN. 2015	



TYPICAL ASPHALT PAVEMENT SECTION
NOT TO SCALE

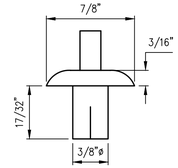


CONCRETE TRASH ENCLOSURE SECTION
NOT TO SCALE



CONCRETE BASE, ADA SIGN POST AND SIGN PLACEMENT

STREET SIGN STANDARDS
NOT TO SCALE



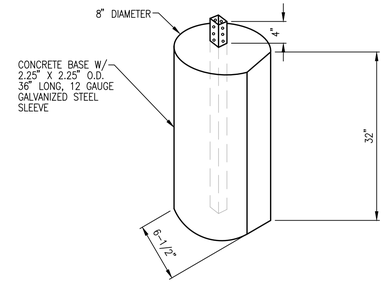
STEEL DRIVE RIVET STANDARDS

NOTE: USE STEEL DRIVE RIVETS TO FASTEN POST TO SLEEVE AND SIGNS TO POST.

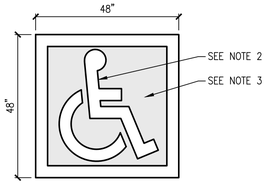
MATERIALS: C1006-1008 ALUMINUM KILNED FINE GRADE STEEL.

FINISH: ZINC PLATE W/ CHROMATE SEALER.

GRIP RANGE: NOMINAL 3/16" IN A 3/8" DIA. HOLE.

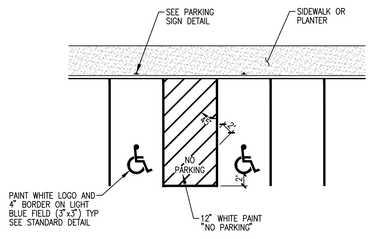


PRE-CAST CONCRETE BASE WITH SLEEVE

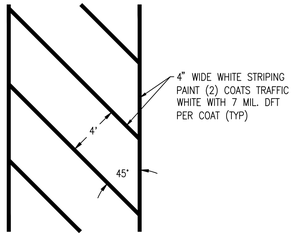


NOTES:
1. USE 1-COAT PRIMER AND A MINIMUM OF 2-COATS OF "TRAFFIC PAINT" ON A.C. PAVING.
2. SYMBOL TO BE WHITE, CENTERED IN PARKING STALL, 4" WIDE STRIPING.
3. PAINTING TO BE BLUE, EQUAL TO COLOR #15090 IN FEDERAL STANDARD #595 "a".
4. SEE SHEET T-1 DISABLED NOTES FOR MORE INFORMATION.

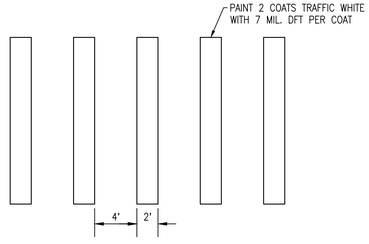
DISABLED PARKING SYMBOL
NOT TO SCALE



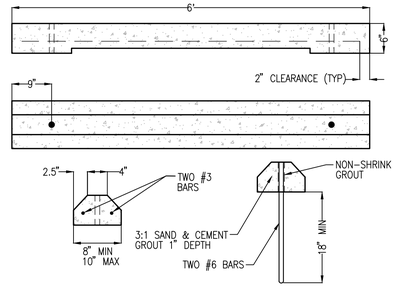
ACCESSIBLE PARKING SPACE DETAIL
NOT TO SCALE



CROSS HATCH STRIPING
NOT TO SCALE



CROSSWALK MARKING
NOT TO SCALE



PRECAST CEMENT CONCRETE (RAISED) WHEELSTOP
NOT TO SCALE

UTILITY NOTE
THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY MTN2COAST, LLC. LDC, INC (LAND DEVELOPMENT CONSULTANTS, INC.) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

FOR THE CITY OF TUMWATER
BY: _____ Date: _____
CITY ENGINEER
EXPIRES ONE YEAR FROM ACCEPTANCE DATE

REVISIONS

NO.	DATE	DESCRIPTION	BY

LDC
Surveying
Engineering
Planning
Woodinville
Olympia
Kent
1411 State Avenue NE. #200
Olympia, WA 98506
T 425.806.1869
F 425.482.2893
www.LDCcorp.com

CRAFT DISTRICT, LLC

CAPITOL BLVD - LOT 4 MULTIFAMILY

SITE PLAN NOTES AND DETAILS

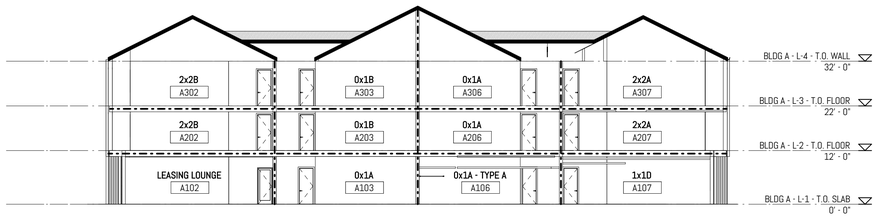
TYRELL E. BRAAM
STATE OF WASHINGTON
21055
REGISTERED
PROFESSIONAL ENGINEER
5-13-22

JOB NUMBER:	C22174
DRAWING NAME:	C22174C-SP-DT
DESIGNER:	TEB
DRAFTING BY:	REW
DATE:	05/13/22
SCALE:	AS NOTED
JURISDICTION:	TUMWATER

SP-04

SHEET 8 OF 22

Drawing: P:\Civil\2022\C22-174 Craft 2 Apartments\Drawings\Construction\C22174C-SP-01.dwg Plotted: May 13, 2022 - 9:55am



D1 CODE SECTION - FIRE RATED ASSEMBLIES, TYPICAL - BUILDINGS A, B, C, D
SCALE: 1/16" = 1'-0" @ FULL SCALE

CODE COMPLIANCE GRAPHIC LEGEND

- AREA NOT IN SCOPE (N.I.C)
- EMERGENCY EXIT SIGNAGE — SOLID FILL SHOWS ARROW DIRECTION
- 45 — DOOR TAG - FIRE RESISTANCE RATING (MINUTES)
- FEX — FIRE EXTINGUISHER
- FEC — FIRE EXTINGUISHER CABINET
- 100 — ROOM NUMBER
- ROOM — ROOM NAME
- B — OCCUPANCY TYPE
- X SF — AREA SQUARE FOOTAGE
- Z SF / Y — NUMBER OF OCCUPANTS / OCCUPANT LOAD FACTOR
- X — CUMULATIVE OCCUPANT LOAD
- X — OCCUPANT LOAD BY ROOM
- 0.0" — X" MIN. REQ'D MINIMUM REQUIRED CLEAR DOOR WIDTH / CLEAR DOOR WIDTH PROVIDED
- BEGINNING OF PATH — EGRESS TRAVEL DISTANCE TO BUILDING EXTERIOR
- BEGINNING OF PATH — COMMON PATH OF TRAVEL
- 1HR RATED ASSEMBLY

PARKING STALL DESIGNATIONS

H	HANDICAP
V	HANDICAP VAN
EV	ELECTRIC VEHICLE CHARGING STATION
C	COMPACT [8'-0" X 17'-0"]

OTHERWISE, PROVIDE STALL PER AHJ STANDARD [9'-0" X 18'-0"]

1. EXIT TRAVEL DISTANCE IN DWELLING UNIT TO ENTRY DOOR
2. EXIT TRAVEL DISTANCE FROM THIRD STORY ENTRY DOOR TO EXIT DISCHARGE - SEE B5/A-000 FOR MEASUREMENT
3. TOTAL EXIT TRAVEL DISTANCE

CODE COMPLIANCE GENERAL NOTES

1. DO NOT SCALE THE DRAWINGS.
2. THE CONTRACTOR SHALL ENSURE COMPLIANCE WITH CHAPTER 33 OF THE INTERNATIONAL FIRE CODE FOR ALL CONSTRUCTION ACTIVITIES. ADEQUATE FIRE APPARATUS ACCESS SHALL BE PROVIDED TO THE BUILDING AND SITE AT ALL TIMES DURING CONSTRUCTION.
3. DOORS LOCATED IN CORRIDOR PARTITIONS SHALL BE INSTALLED TO RESIST THE PASSAGE OF SMOKE, UNLESS NOTED OTHERWISE.
4. EMERGENCY LIGHTING SHALL BE PROVIDED ALONG EGRESS PATHS AT MINIMUM 1 FC (FOOTCANDLE) CONTINUOUSLY PER IBC 1025.5.
5. PARTITION TYPES AND FIRE RESISTIVE RATINGS INDICATED ON A WALL ARE TO BE CONTINUOUS FOR THE LENGTH AND HEIGHT OF THAT PARTITION.
6. PER ICC 177.1 SECTION 809.5, PROVIDE HARD-WIRED DOORBELL AT ALL UNIT ENTRIES.

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CODE COMPLIANCE - FIRE SEPARATION DISTANCE AND OPENING AREA

BUILDING / ELEVATION	SEPARATION DISTANCE [FT]	ALLOWABLE AREA [%, SF]	AREA PROPOSED [%, SF]	FIRE RATING [HR]	COMPLIES
BLDGS A, B, C / SOUTH ELEVATION	20' - 0"	45%	16%	1 HR	OK
BLDGS B, C, D / NORTH ELEVATION	20' - 0"	45%	16%	1 HR	OK

CODE COMPLIANCE - EXIT ACCESS TRAVEL DISTANCE

BUILDING / LOCATION	EGRESS DISTANCE CALCULATION FROM EXIT TYPICAL ACCESS STAIRWAYS TO EXIT			
	MAXIMUM DISTANCE UNIT TO ENTRY (1)	ENTRY TO EXIT DISCHARGE (2)	TOTAL EXIT DISTANCE (3)	COMPLIES
BLDG TYP	55' - 3"	55' - 1"	110' - 4" < 125'	OK



B1 FIRE RATED WALLS TYP LOCATION
NOT TO SCALE



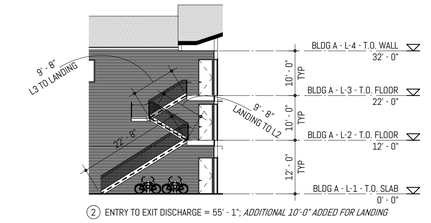
OPEN AREA / TOTAL AREA
430 SF/ 2,161 SF = 20%

B3 OPENING PERCENTAGE DIAGRAM - NORTH ELEVATION, BLDGS B, C, D
SCALE: 1/16" = 1'-0" @ FULL SCALE



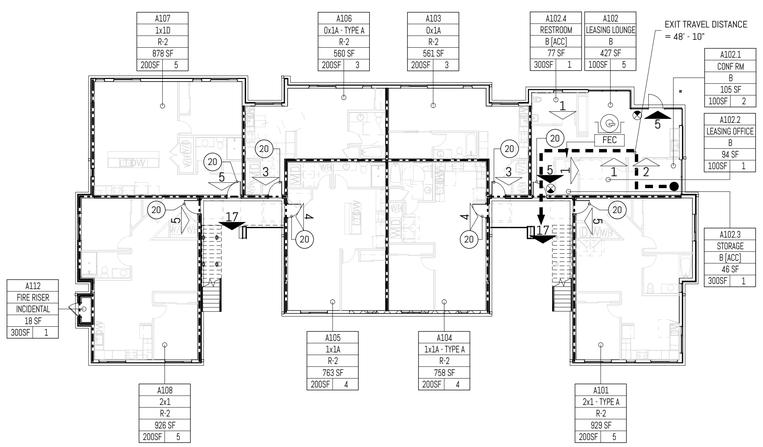
OPEN AREA / TOTAL AREA
370 SF/ 2,161 SF = 18%

B4 OPENING PERCENTAGE DIAGRAM - SOUTH ELEVATION, BLDGS A, B, C
SCALE: 1/16" = 1'-0" @ FULL SCALE

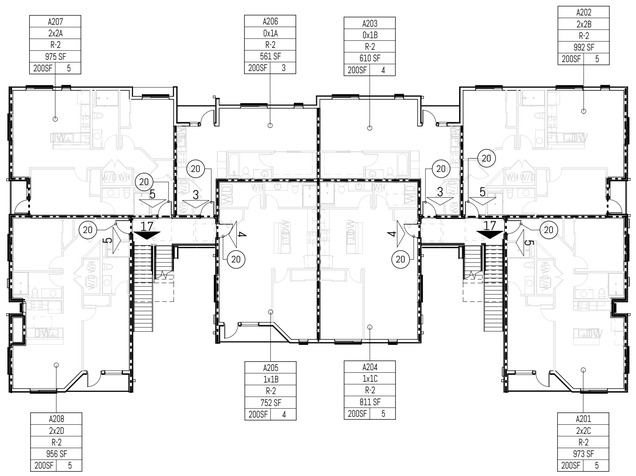


(2) ENTRY TO EXIT DISCHARGE = 55' - 1"; *ADDITIONAL 10'-0" ADDED FOR LANDING*

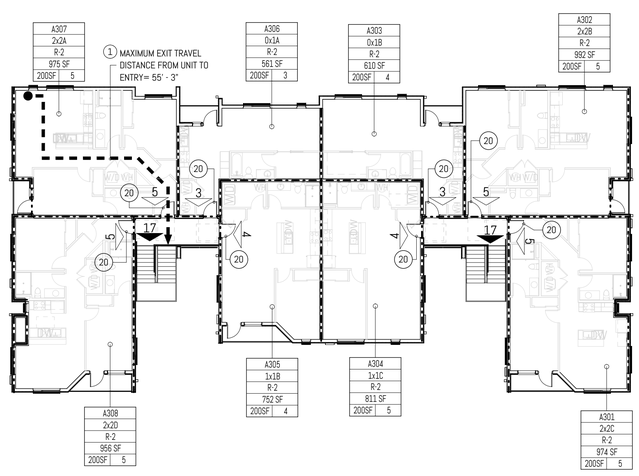
B5 CODE STAIR SECTION - TYP EGRESS
SCALE: 1/16" = 1'-0" @ FULL SCALE



A1 LEVEL 1 - CODE PLAN, TYPICAL - BUILDINGS A, B, C, D
SCALE: 1/16" = 1'-0" @ FULL SCALE



A3 LEVEL 2 - CODE PLAN, TYPICAL - BUILDINGS A, B, C, D
SCALE: 1/16" = 1'-0" @ FULL SCALE



A5 LEVEL 3 - CODE PLAN, TYPICAL - BUILDINGS A, B, C, D
SCALE: 1/16" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
CODE PLANS & ELEVATIONS

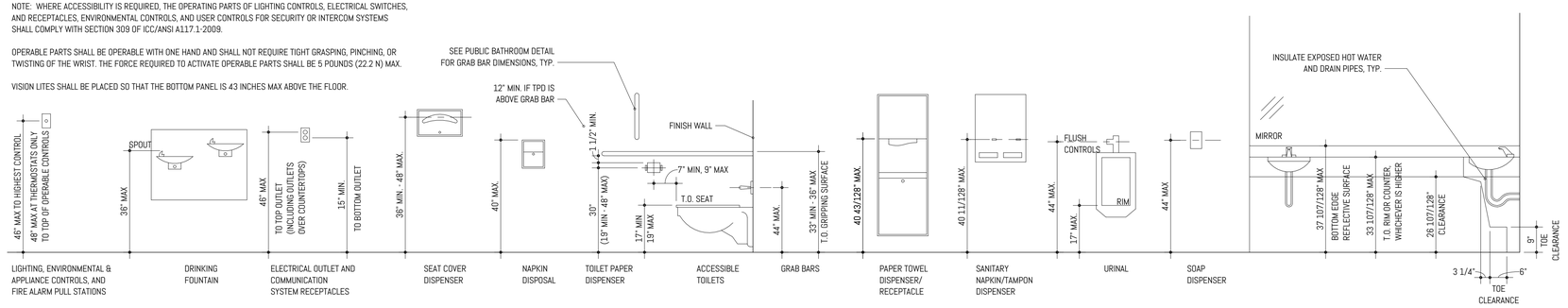
SHEET NO.
A-000

PLOT DATE & TIME: 5/18/2022 4:44:25 PM

NOTE: WHERE ACCESSIBILITY IS REQUIRED, THE OPERATING PARTS OF LIGHTING CONTROLS, ELECTRICAL SWITCHES, AND RECEPTACLES, ENVIRONMENTAL CONTROLS, AND USER CONTROLS FOR SECURITY OR INTERCOM SYSTEMS SHALL COMPLY WITH SECTION 309 OF ICC/ANSI A117.1-2009.

OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS (22.2 N) MAX.

VISION LITES SHALL BE PLACED SO THAT THE BOTTOM PANEL IS 43 INCHES MAX ABOVE THE FLOOR.



D1 ADA TYPICAL MOUNTING HEIGHTS
SCALE: **1/2" = 1'-0"** @ FULL SCALE

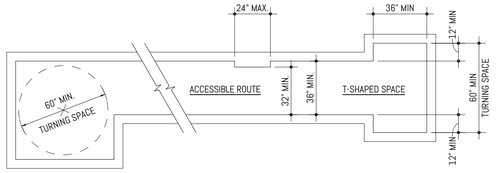
ACCESSIBILITY GENERAL NOTES

1. DIMENSIONS THAT ARE NOT STATED AS MAXIMUM OR MINIMUM IN RELATIONSHIP TO ACCESSIBILITY ARE ABSOLUTE.
2. WHEN A SPECIFIC RANGE IS GIVEN FOR AN ACCESSIBLE LENGTH OR HEIGHT; TOLERANCES ARE NOT ALLOWED.
3. DIMENSIONS ARE TO THE FACE OF FINISH OF THE WALL, UNO.
4. THE SPACE BETWEEN THE GRAB BAR AND WALL AND PROJECTING OBJECTS BELOW AND AT ENDS SHALL BE 1 1/2" MIN. THE SPACE BETWEEN GRAB BARS AND PROJECTING OBJECTS ABOVE SHALL BE 12" MIN. GRAB BARS SHALL BE 1 1/2" IN DIAMETER.
5. ACCESSORIES SHALL NOT PROJECT GREATER THAN 4" INTO ACCESSIBLE SPACES UNO. ACCESSORIES SHALL NOT PROJECT INTO 30"X48" CLEAR FLOOR SPACE OF ACCESSIBLE FIXTURES. ACCESSORIES CAN PROJECT INTO 60" DIA TURNING CIRCLES & ACC TOILET SPACES.
6. DOORS SHALL NOT SWING INTO THE MIN REQUIRED CLEAR FLOOR SPACE OF FIXTURES, REPRESENTED AS DASHED BOXES, UNO.

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501



ALL FINISHES MUST BE INCLUDED IN CALCULATING MINIMUM CLEARANCES, MEASURE FROM NEAREST FINISH SURFACE TO NEAREST FINISH SURFACE, I.E. BASEBOARD TO BASEBOARD.

ACCESSIBLE ROUTES OF TRAVEL MUST BE FREE OF OBSTRUCTIONS TO A HEIGHT OF 27" AND 36" MIN. WIDE, BUT MAY BE REDUCED TO 32" MIN. FOR A DISTANCE OF 24".

A WHEELCHAIR TURNING SPACE MUST BE PROVIDED CONSISTING OF EITHER A 60" DIAMETER CIRCLE OR A 'T' SHAPED INTERSECTION WITHIN A 60" MIN. SQUARE WITH ARMS AND BASE 36" MIN. WIDE. EACH ARM OF THE 'T' SHALL BE CLEAR OF OBSTRUCTION 24" MIN. KNEE AND TOE CLEARANCES ALLOWED ONLY AT THE END OF EITHER THE BASE OR ARM.

C1 ADA ACCESSIBLE ROUTE
SCALE: **1/4" = 1'-0"** @ FULL SCALE

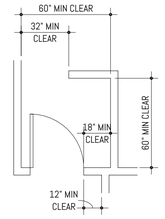
ALL FINISHES MUST BE INCLUDED IN CALCULATING MINIMUM CLEARANCES, MEASURE FROM NEAREST FINISH SURFACE TO NEAREST FINISH SURFACE, I.E. BASEBOARD TO BASEBOARD.

PROVIDE MINIMUM 18" BEYOND LATCH SIDE FOR FRONT APPROACH TO PULL SIDE OF DOOR. IF DOOR IS SELF-CLOSING AND SELF-LATCHING, PROVIDE MINIMUM 12" BEYOND LATCH ON PUSH SIDE OF DOOR.

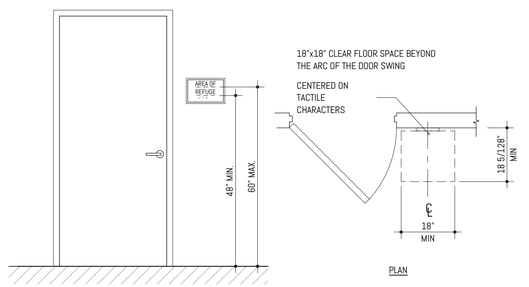
PROVIDE MANEUVERING CLEARANCES AT ALL OTHER DOORS PER ICC/ANSI A117.1-2009 SECTION 404.

DOORS TO HAVE 1/4" MAX THRESHOLD OR 1/2" MAX WITH A 1:2 MAX BEVEL.

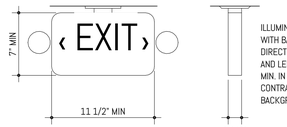
MANEUVERING CLEARANCES AT DOORS



C2 ADA DOOR CLEARANCES
SCALE: **1/4" = 1'-0"** @ FULL SCALE

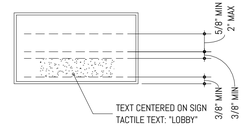


C3 ADA MOUNTING SIGNAGE - DETAIL
SCALE: **1/2" = 1'-0"** @ FULL SCALE

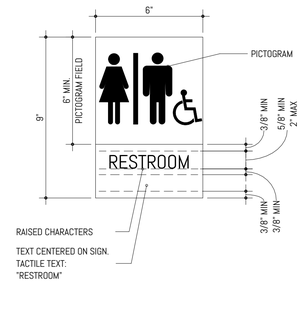


ILLUMINATED EXIT SIGN WITH BATTERY BACK-UP, DIRECTIONAL ARROWS, AND LED LIGHTS. TEXT 4" MIN. IN HEIGHT ON CONTRASTING COLOR BACKGROUND.

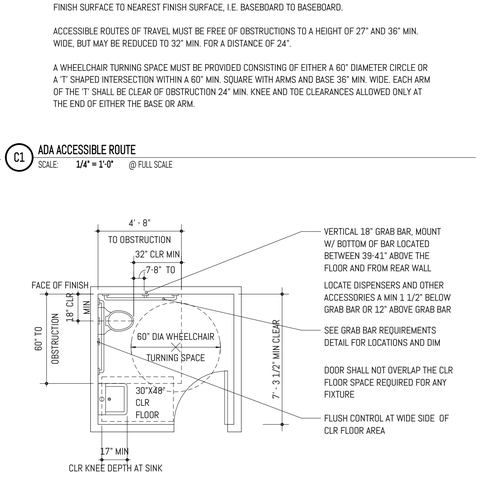
C4A ADA EXIT SIGNAGE - DETAIL
SCALE: **1 1/2" = 1'-0"** @ FULL SCALE



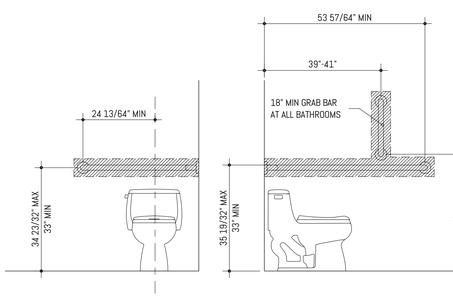
C4B ADA EXIT SIGNAGE - DETAIL
SCALE: **3" = 1'-0"** @ FULL SCALE



C5 ADA BATHROOM SIGNAGE DETAIL
SCALE: **3" = 1'-0"** @ FULL SCALE

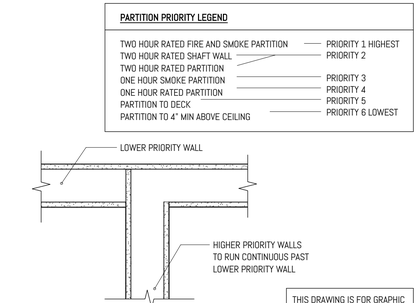


B1 ADA PUBLIC BATHROOM
SCALE: **1/4" = 1'-0"** @ FULL SCALE

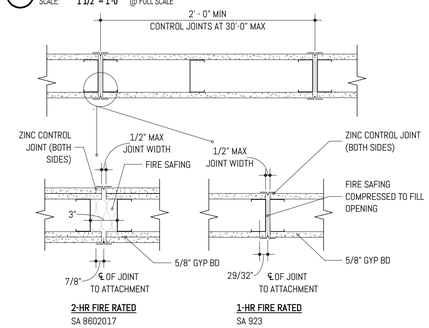


INSTALL BLOCKING FOR GRAB BARS AT ALL BATHROOMS.
HATCHED AREAS INDICATE POSSIBLE LOCATIONS FOR REQUIRED BLOCKING.
GRAB BARS SHALL BE 1 1/2" DIA. AND CAPABLE OF BEARING A LIVE LOAD OF 250 LBS.

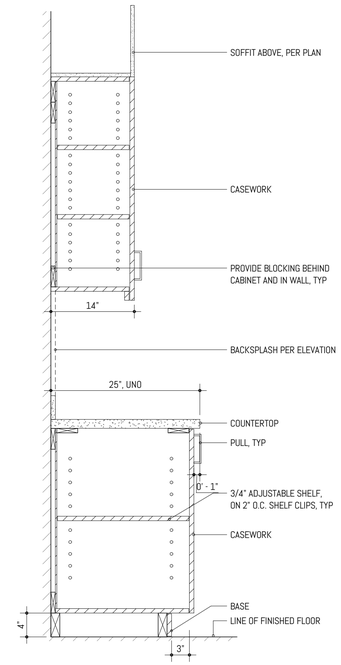
B2 ADA GRAB BAR MOUNTING HEIGHTS
SCALE: **1/2" = 1'-0"** @ FULL SCALE



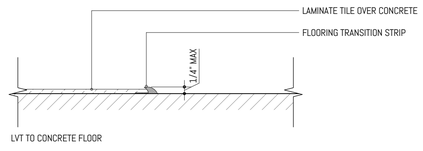
B3 PARTITION PRIORITY GRAPHIC
SCALE: **1 1/2" = 1'-0"** @ FULL SCALE



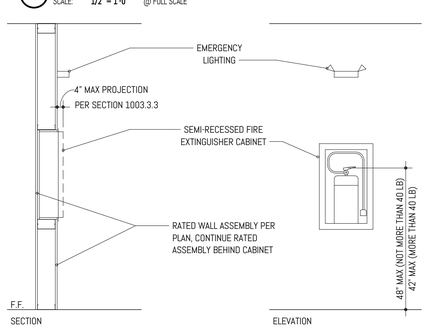
C6 ADA CASEWORK SECTION DETAIL
SCALE: **1" = 1'-0"** @ FULL SCALE



FLOOR TRANSITION STRIP NOT TO EXCEED 1/2" IN TOTAL HEIGHT, 1/4" MAX @ BEVELS; 2:1 BEVEL SLOPE



A1 TYP FLOOR TRANSITION DETAIL
SCALE: **3" = 1'-0"** @ FULL SCALE



A2 FIRE EXTINGUISHER CABINET
SCALE: **1/2" = 1'-0"** @ FULL SCALE

A3 JOINTS IN RATED GYPSUM BORAD PARTITION - PLAN
SCALE: **1 1/2" = 1'-0"** @ FULL SCALE

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

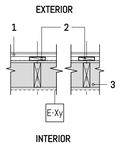
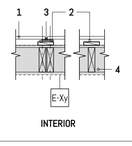
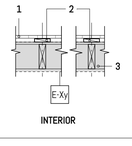
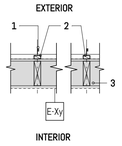
SHEET TITLE:
ACCESSIBILITY & CODE DETAILS

SHEET NO.
A-005

PLOT DATE & TIME: 5/18/2022 4:44:26 PM

Item 7.

ASSEMBLY TYPES
EXTERIOR FINISH WALLS

ASSEMBLY TYPE	ASSEMBLY COMPONENTS BY NUMBER	ASSEMBLY COMPONENT DESCRIPTIONS
CEMENTITIOUS LAP SIDING TYPE: EF-1		1. 7/16" FIBER CEMENTITIOUS LAPPED PANELS 2. 3/8" FURRING STIPS; B.O.D. CORAVENT STURDI-STRIPS. RUN FURRING STRIPS VERTICAL, DO NOT OVERLAP ON NAIL FIN WINDOW FLANGES. FASTENER TYPE AND PATTERN PER PANEL MANUFACTURER *3. (EXTERIOR WALL CORE ASSEMBLY PER A-100 SERIES - OVERALL FLOOR PLANS)*
CEMENTITIOUS PANEL SIDING TYPE: EF-2		1. 5/8" X 4' X 10' PANELS, FIBER CEMENTITIOUS BOARD, CPL-1, [REF. FINISH LEGEND A-401 FOR EXTERIOR CLADDING PRODUCT FINISHES] 2. 3/4" FURRING STIPS; B.O.D. CORAVENT STURDI-STRIPS. RUN FURRING STRIPS VERTICAL, DO NOT OVERLAP ON NAIL FIN WINDOW FLANGES. 3. EXTRUDED ALUMINUM TRIM, B.O.D. TAMLYN LOW-PROFILE SERIES, PER A-200 SERIES EXTERIOR ELEVATIONS *4. (EXTERIOR WALL CORE ASSEMBLY PER A-100 SERIES - OVERALL FLOOR PLANS)*
HORIZONTAL COMPOSITE WOOD SIDING TYPE: EF-3		1. 6" HORIZONTAL COMPOSITE WOOD SIDING 2. 3/8" FURRING STIPS; B.O.D. CORAVENT STURDI-STRIPS. RUN FURRING STRIPS VERTICAL, DO NOT OVERLAP ON NAIL FIN WINDOW FLANGES. FASTENER TYPE AND PATTERN PER PANEL MANUFACTURER *3. (EXTERIOR WALL CORE ASSEMBLY PER A-100 SERIES - OVERALL FLOOR PLANS)*
STANDING SEAM METAL SIDING TYPE: EF-4		1. INTERLOCKING STANDING SEAM METAL WALL PANELS. PAINT AS SPECIFIED ON ELEVATIONS, SEE A-200 SERIES. 2. 3/8" FURRING STIPS; B.O.D. CORAVENT STURDI-STRIPS. RUN FURRING STRIPS VERTICAL, DO NOT OVERLAP ON NAIL FIN WINDOW FLANGES. FASTENER TYPE AND PATTERN PER PANEL MANUFACTURER *3. (EXTERIOR WALL CORE ASSEMBLY PER A-100 SERIES - OVERALL FLOOR PLANS)*

BUILDING ASSEMBLIES
UL LISTING DESCRIPTIONS - WALL TYPES

PRESCRIPTIVE 721.15-1.13 1-HOUR - EXTERIOR WALL ASSEMBLY

1. GYPSUM BOARD — 5/8 IN. THICK, WITH SQUARE OR TAPERED EDGES, APPLIED VERTICALLY OR HORIZONTALLY WITH VERTICAL JOINTS CENTERED OVER STUDS. HORIZONTAL JOINTS NEED NOT BE BACKED BY FRAMING. FASTENED TO STUDS AND PLATES WITH 2-1/4 IN. LONG TYPE S DRYWALL SCREWS SPACED 12 IN. OC. WITH LAST SCREW 1 IN. FROM EDGE OF BOARD. VERTICAL JOINTS STAGGERED 48" ON OPPOSITE SIDES. CGC INC — TYPES AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, ULIX, ULX,WRC, WRX
2. WOOD STUDS — NOM 2 X 6 IN. SPACED 16 IN. WITH DOUBLE TOP PLATE AND SINGLE BOTTOM PLATE.
3. GYPSUM BOARD — 5/8 IN. THICK, WITH SQUARE OR TAPERED EDGES, APPLIED VERTICALLY OR HORIZONTALLY WITH VERTICAL JOINTS CENTERED OVER STUDS. HORIZONTAL JOINTS NEED NOT BE BACKED BY FRAMING. FASTENED TO STUDS AND PLATES WITH 2-1/4 IN. LONG TYPE S DRYWALL SCREWS SPACED 7 IN. OC. WITH LAST SCREW 1 IN. FROM EDGE OF BOARD. VERTICAL JOINTS STAGGERED 48" ON OPPOSITE SIDES. CGC INC — TYPES AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, ULIX, ULX,WRC, WRX
5. JOINTS — WHEN TAPERED EDGE GYPSUM BOARD IS USED, JOINTS COVERED WITH JOINT COMPOUND AND PAPER TAPE. AS AN ALTERNATE, GYPSUM VENEER PLASTER MAY BE APPLIED TO THE ENTIRE SURFACE OF CLASSIFIED VENEER BASEBOARD WITH JOINTS REINFORCED WITH PAPER TAPE. WHEN SQUARE-EDGE GYPSUM BOARD IS USED, TREATMENT OF JOINTS IS OPTIONAL.
4. BATTS AND BLANKETS — 5.5 IN. THICK (R-19 MIN) MINERAL FIBER BATT INSULATION IN STUD SPACE.

UL U311 - 1-HOUR - INTERIOR PARTY WALL ASSEMBLY

1. GYPSUM BOARD — 5/8 IN. THICK, WITH SQUARE OR TAPERED EDGES, APPLIED VERTICALLY OR HORIZONTALLY WITH VERTICAL JOINTS CENTERED OVER STUDS. HORIZONTAL JOINTS NEED NOT BE BACKED BY FRAMING. FASTENED TO STUDS AND PLATES WITH 1-1/4 IN. LONG TYPE S DRYWALL SCREWS SPACED 12 IN. OC. WITH LAST SCREW 1 IN. FROM EDGE OF BOARD. VERTICAL JOINTS STAGGERED 48" ON OPPOSITE SIDES. CGC INC — TYPES AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, ULIX, ULX,WRC, WRX
2. WOOD STUDS — NOM 2 X 4 IN. SPACED 16 IN. OR 24 IN. OC.
3. RESILIENT CHANNELS — 24 IN. O.C.ATTACHED AT. RIGHT ANGLES TO ONE SIDE OF WOOD STUDS WITH 1-1/4 IN. LONG TYPE S DRYWALL SCREWS SPACED 12 IN. OC.
4. GYPSUM BOARD — 5/8 IN. THICK, WITH SQUARE OR TAPERED EDGES, APPLIED VERTICALLY OR HORIZONTALLY WITH VERTICAL JOINTS CENTERED OVER STUDS, APPLIED PARALLEL TO CHANNELS. FASTENED TO STUDS AND PLATES WITH 1 IN. LONG TYPE S DRYWALL SCREWS SPACED 12 IN. OC , WITH LAST SCREW 1 IN. FROM EDGE OF BOARD. END JOINTS BACKBLOCKED WITH RESILIENT CHANNELS. 54 IN. WIDTHS APPLIED HORIZONTALLY. CGC INC — TYPES AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, ULIX, ULX,WRC, WRX
5. JOINTS — WHEN TAPERED EDGE GYPSUM BOARD IS USED, JOINTS COVERED WITH JOINT COMPOUND AND PAPER TAPE. AS AN ALTERNATE, GYPSUM VENEER PLASTER MAY BE APPLIED TO THE ENTIRE SURFACE OF CLASSIFIED VENEER BASEBOARD WITH JOINTS REINFORCED WITH PAPER TAPE. WHEN SQUARE-EDGE GYPSUM BOARD IS USED, TREATMENT OF JOINTS IS OPTIONAL.
4. BATTS AND BLANKETS — MIN 3 IN. THICK MINERAL FIBER BATT INSULATION, 2.0 OR 2.3 PCF IN STUD SPACE.

BUILDING ASSEMBLIES
ACOUSTIC NOTES

ACOUSTIC NOTES BY NUMBER

1. INTERIOR PARTITIONS ENCLOSING BATHROOMS AND BEDROOMS IN UNITS TO RECEIVE FIBERGLASS ACOUSTICAL BATT INSULATION UNLESS NOTED OTHERWISE.
2. JOINTS ON WALLS WITH MULTIPLE LAYERS OF GYPSUM WALL BOARD TO BE STAGGERED.
3. AT INTERIOR BASIC WALLS, CAULK ALONG BOTH SIDES OF THE PERIMETER OF WALL WITH NON-HARDENING SILICONE MASTIC.
4. AVOID BACK-TO-BACK OUTLETS. CAULK OPENINGS IN ELECTRICAL BOXES.
5. WHERE A DOUBLE ROW OF STUDS IS SPECIFIED, MAKE NO CONNECTIONS BETWEEN FRAMING ROWS UNLESS NOTED OTHERWISE IN FIRE RESISTANCE RATING SPECIFICATIONS OR STRUCTURAL DRAWINGS.
6. USE ACOUSTICAL SEALANT AT HEAD AND BASE CONDITIONS OF SOUND RETARDANT PARTITIONS.
7. PROVIDE FIBERGLASS ACOUSTICAL BATT AT INTERIOR PARTITION WALLS ADJACENT TO BEDROOMS AND BATHROOMS, TYPICAL.

WALL TYPE MARKS & CONFIGURATIONS

W-Xa — **INTERIOR / EXTERIOR WALL TYPE**
- WALL TYPE SUBVARIANT
- WALL TYPE VARIANT
- W = INTERIOR USE
  E= EXTERIOR USE

EF-Ya E-Xa — **EXTERIOR WALL FINISH CONFIGURATION**
- EXTERIOR BASIC WALL TYPE
- EXTERIOR FINISH WALL TYPE

EF-Ya — **EXTERIOR FINISH WALL TYPE**
- WALL TYPE SUBVARIANT
- WALL TYPE VARIANT
- EF = EXTERIOR FINISH USE

FLOOR, CEILING, ROOF TYPE MARKS & CONFIGURATIONS

W-Xa — **ASSEMBLY TYPE**
- ASSEMBLY TYPE SUBVARIANT [IF USED]
- ASSEMBLY TYPE VARIANT
- F = FLOOR USE
  CLG = CEILING
  R = ROOF

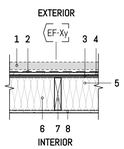
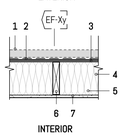
FF-X — **FINISH FLOOR - REFERENCE ENLARGED FLOOR PLANS ON A-400 SRIES AND FINISH SCHEDULE ON SHEET A-401 FOR ADDITIONAL INFORMATION**

BUILDING ASSEMBLIES
GENERAL NOTES

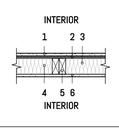
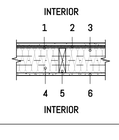
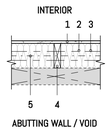
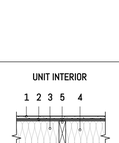
GENERAL NOTES BY NUMBER

1. REFER TO CODE PLANS FOR LOCATION AND EXTENT OF RATED ASSEMBLIES.
2. EXTERIOR CLADDING FINISH ALIGNMENT AND ORIENTATION PER A-200 SERIES - BUILDING ELEVATIONS; EXTERIOR WALL FINISH TYPES PER EXTERIOR FINISH LEGEND, A-200 SERIES
3. FRAMING MEMBERS AND INTERIOR GYPSUM WALL BOARD SHEATHING AT RATED PARTITIONS TO EXTEND TO ROOF SHEATHING - REFER TO A-300 SERIES - WALL SECTIONS FOR MORE INFORMATION. LAYERS OF GWB THAT EXTEND TO THE UNDERSIDE OF ROOF SHEATHING ABOVE TO BE SEALED AIRTIGHT WITH APPROVED FIRE SEALANT.
4. DEFER TO STRUCTURAL DRAWINGS AND SPECIFICATIONS FOR FRAMING MEMBER TYPES, SIZES, SPACING, FASTENING, AND ANCHORAGE. FRAMING MEMBERS IN ARCHITECTURAL INTERIOR AND EXTERIOR BASIC WALL ASSEMBLIES SHOWN FOR REFERENCE ONLY.
5. FIRE SEPARATION ELEMENTS INCLUDING, BUT NOT LIMITED TO, BLOCKING, FIRESAFING, SEALING, AND GWB FIRESTOPS TO OCCUR PER A-300 SERIES - BUILDING AND WALL SECTIONS; INSTALLATION TO MEET STANDARDS SET FORTH BY 2018 IBC & IFC.
6. WHEN INSTALLED VERTICALLY, GWB TO BE TYPE 'X'; WHEN INSTALLED HORIZONTALLY, GWB TO BE TYPE 'C', UNLESS NOTED OTHERWISE.
7. DRYWALL TO BE INSTALLED LEVEL 4 FINISH, UNLESS NOTED OTHERWISE
8. USE MOISTURE-RESISTANT GWB AT RESTROOMS AND WITHIN 48" OF PLUMBING FIXTURES OUTSIDE OF RESTROOMS.
9. REFER TO ENLARGED PLANS AND INTERIOR ELEVATIONS FOR FINISHES.

ASSEMBLY TYPES - EXTERIOR CORE WALLS

ASSEMBLY TYPE	ASSEMBLY COMPONENTS BY NUMBER	ASSEMBLY COMPONENT DESCRIPTIONS	THERMAL RATING	ACOUSTIC RATING	FIRE-RESISTANCE RATING
RATED EXTERIOR SHEAR WALL TYPE: E-1		*1. (EXTERIOR WALL FINISH TYPE PER A-100 SERIES - OVERALL FLOOR PLANS)* 2. HOUSEWRAP (PRIMARY W.R.B.), INSTALLATION PER MANUFACTURER; B.O.D. 'DUPONT - TYVEK 3060B' OR EQUAL 3. 5/8" CD-X OR OSB SHEATHING [REF. STRUCTURAL FOR SHEAR WALL SHEATHING REQUIREMENTS] 4. 5/8" EXTERIOR GYPSUM SHEATHING, INSTALLATION PER MANUFACTURER; B.O.D. 'GEORGIA-PACIFIC - DENSGLASS FIREGUARD SHEATHING'; TO BE INSTALLED OUTBOUND OF ENGINEERED WOOD SHEATHING 5. MINERAL WOOL INSULATION, THERMAL PERFORMANCE @ R-25. MIN.; 'ROCKWOOL - SAFEnSOUND R-30' REQ'D DUE TO COMPRESSIVE VALUE 6. (1) PRESSURE TREATED 2X8 SILL PLATE AND SILL GASKET @ FOUNDATION AND LEVEL 1, U.N.O. 7. 2X8 WOOD STUDS [REF. STRUCTURAL FOR SHEAR WALL FRAMING REQUIREMENTS] 8. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP, [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: R-25 PROVIDED R-VALUE IN GIVEN ASSEMBLY: **R-25**	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A ESTIMATED STC RATING IN GIVEN ASSEMBLY: **34 - 46**	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: 1 HOUR
EXTERIOR SHEAR WALL TYPE: E-2		*1. (EXTERIOR WALL FINISH TYPE PER A-100 SERIES - OVERALL FLOOR PLANS)* 2. HOUSEWRAP (PRIMARY W.R.B.), INSTALLATION PER MANUFACTURER; B.O.D. 'DUPONT - TYVEK 3060B' OR EQUAL 3. 5/8" CD-X OR OSB SHEATHING [REF. STRUCTURAL FOR SHEAR WALL SHEATHING REQUIREMENTS] 4. FIBERGLASS INSULATION, THERMAL PERFORMANCE @ R-25. MIN.; B.O.D. 'OWENS CORNING PINK FIBERGLAS INSULATION' 5. (1) PRESSURE TREATED 2X8 SILL PLATE AND SILL GASKET @ FOUNDATION AND LEVEL 1, U.N.O. 6. 2X8 WOOD STUDS [REF. STRUCTURAL FOR SHEAR WALL FRAMING REQUIREMENTS] 7. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: R-25 PROVIDED R-VALUE IN GIVEN ASSEMBLY: R-25	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A ESTIMATED STC RATING IN GIVEN ASSEMBLY: **34 - 46**	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A

ASSEMBLY TYPES - INTERIOR WALLS

ASSEMBLY TAG	ASSEMBLY COMPONENTS BY NUMBER	ASSEMBLY COMPONENT DESCRIPTIONS	THERMAL RATING	ACOUSTIC RATING	FIRE-RESISTANCE RATING
INTERIOR WALL 2x4 W/FINISHED INTERIOR, BOTH SIDES TYPE: W-1		1. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE] 2. [WHERE REQUIRED PER STRUCTURAL] CD-X OR OSB SHEATHING [REF. STRUCTURAL FOR SHEAR WALL SHEATHING REQUIREMENTS] 3. 3-1/2" FIBERGLASS ACOUSTICAL BATT INSULATION; B.O.D. 'OWENS CORNING - QUIETZONE ECOTOUCH PINK ACOUSTIC SOUNDPROOFING UNFACED BATT' OR EQUAL [WHERE OCCURS, REFER TO ACOUSTIC NOTES BY NUMBER, THIS SHEET] 4. (1) PRESSURE TREATED 2X SILL PLATE AND SILL GASKET @ FOUNDATION AND LEVEL 1, U.N.O. 5. 2X4 WOOD STUDS [REF. STRUCTURAL FOR FRAMING REQUIREMENTS] 6. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER 4, § R402: N/A	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A ESTIMATED STC RATING IN GIVEN ASSEMBLY: **34 - 39**	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A
INTERIOR WALL 2x6 W/FINISHED INTERIOR, BOTH SIDES TYPE: W-2		1. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE] 2. [WHERE REQUIRED PER STRUCTURAL] CD-X OR OSB SHEATHING [REF. STRUCTURAL FOR SHEAR WALL SHEATHING REQUIREMENTS] 3. 5-1/2" FIBERGLASS ACOUSTICAL BATT INSULATION; B.O.D. 'OWENS CORNING - QUIETZONE ECOTOUCH PINK ACOUSTIC SOUNDPROOFING UNFACED BATT' OR EQUAL [WHERE OCCURS, REFER TO ACOUSTIC NOTES BY NUMBER, THIS SHEET] 4. (1) PRESSURE TREATED 2X SILL PLATE AND SILL GASKET @ FOUNDATION AND LEVEL 1, U.N.O. 5. 2X6 WOOD STUDS [REF. STRUCTURAL FOR FRAMING REQUIREMENTS] 6. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER 4, § R402: N/A	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A ESTIMATED STC RATING IN GIVEN ASSEMBLY: **34 - 39**	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A
FURRED INTERIOR WALL TYPE: W-3a TYPE: W-3b		1. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE] 2. 5-1/2" FIBERGLASS ACOUSTICAL BATT INSULATION; B.O.D. 'OWENS CORNING - QUIETZONE ECOTOUCH PINK ACOUSTIC SOUNDPROOFING UNFACED BATT' OR EQUAL [WHERE OCCURS, REFER TO ACOUSTIC NOTES BY NUMBER, THIS SHEET] 3. (1) PRESSURE TREATED 2X SILL PLATE AND SILL GASKET @ FOUNDATION AND LEVEL 1, U.N.O. 4. 2X6 WOOD STUDS [REF. STRUCTURAL FOR FRAMING REQUIREMENTS] 5. ROUTE SERVICE THROUGH CENTER OF FRAMING PER STRUCTURAL, WHERE OCCURS 4. 2X4 WOOD STUDS [REF. STRUCTURAL FOR FRAMING REQUIREMENTS]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER 4, § R402: N/A	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A
UNIT PARTY WALL TYPE: W-4		1. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE] 2. CD-X OR OSB SHEATHING [REF. STRUCTURAL FOR SHEAR WALL SHEATHING REQUIREMENTS] 3. FIBERGLASS ACOUSTICAL BATT INSULATION; B.O.D. 'OWENS CORNING - QUIETZONE ECOTOUCH PINK ACOUSTIC SOUNDPROOFING UNFACED BATT' OR EQUAL 4. (1) PRESSURE TREATED 2X SILL PLATE AND SILL GASKET @ FOUNDATION AND LEVEL 1, U.N.O. 5. 2X6 WOOD STUDS; FIRE SEPARATION ELEMENTS INCLUDING, BUT NOT LIMITED TO, BLOCKING, FIRESAFING, SEALING, AND GWB FIRESTOPS TO OCCUR PER A-300 SERIES - BUILDING AND WALL SECTIONS 6. 2 X 1/2" HAT CHANNEL ON 1-1/4" ISOLATION CLIPS: BOD PAC-INTL RSIC-1 7. (2) LAYER 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP. [REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER 4, § R402: N/A	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: 50 STC RATING IN GIVEN ASSEMBLY: **59** **PER TEST NO. TL08-504**	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: 1 HOUR **UL U311**

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
ASSEMBLIES - BASIC & FINISH WALL TYPES

SHEET NO.
A-010

PLOT DATE & TIME: 5/18/2022 4:44:27 PM

BUILDING ASSEMBLIES
UL LISTING DESCRIPTIONS - FLOOR, ROOF & CEILING TYPES

UL L570 - 1-HOUR - INTERIOR FLOOR ASSEMBLY

1. FLOORING SYSTEM — THE FLOORING SYSTEM SHALL CONSIST OF THE FOLLOWING (SYSTEM NO. 15): SUBFLOORING — 1-1/2 IN. THICK T & G LAMINATED COMPOSITE PLYWOOD SUB-FLOOR PANELS TO BE PERPENDICULAR TO THE TRUSSES WITH END JOINTS STAGGERED 4 FT. END JOINTS CENTERED OVER TOP CHORD OF TRUSSES. SUBFLOOR PANELS SECURED TO TRUSSES WITH CONSTRUCTION ADHESIVE AND #8 BY 3 IN. WOOD SCREWS SPACED 12 IN. OC IN THE FIELD AND 6 IN. OC AT THE END JOINTS.
SOUND ABSORPTION PANEL — RSP INDUSTRIES INC OR EQUAL
2. SUBFLOORING —3/4 IN. WOOD STRUCTURAL PANEL.
3. STRUCTURAL WOOD MEMBERS — MIN 9-1/2 IN. DEEP "I" SHAPED WOOD JOISTS SPACED AT A MAX OF 24 IN. OC. (WHERE BATTS AND BLANKETS USED). JOISTS SHALL CONFORM TO ICC-ES ESR-1153 REPORT.
3. INSULATION — GLASS FIBER BATT INSULATION, SECURED TO THE SUBFLOORING WITH STAPLES, OR TO THE WOOD JOISTS WITH 0.090 IN. DIAM GALV STEEL WIRES, OR DRAPED OVER THE RESILIENT CHANNEL/GYPSUM PANEL CEILING MEMBRANE. ANY THICKNESS OF GLASS FIBER INSULATION BEARING THE UL CLASSIFICATION MARKING AS TO SURFACE BURNING CHARACTERISTICS AND/OR FIRE RESISTANCE.
4. RESILIENT CHANNEL — 1/2 IN. 25 GA RESILIENT CHANNEL SPACED 24 IN. OC. SECURED TO EACH TRUSS WITH 1-1/4 IN. LONG TYPE S SCREWS.
5. GYPSUM BOARD — TWO LAYERS OF 5/8 IN. THICK BY 4 FT WIDE GYPSUM PANELS, INSTALLED PERPENDICULAR TO RESILIENT CHANNELS (ITEM 4). THE BASE LAYER OF PANELS SCREW-ATTACHED TO THE RESILIENT CHANNELS WITH 1 IN. LONG TYPE S SCREWS SPACED 8 IN. OC AT THE BUTT JOINTS AND 16 IN. OC IN THE FIELD OF THE PANEL. THE FACE LAYER SCREW-ATTACHED TO THE RESILIENT CHANNELS WITH 1-5/8 IN. TYPE S SCREWS SPACED 8 IN. OC AND 1-1/2 IN. TYPE G SCREWS SPACED 8 IN. OC AT THE BUTT JOINTS LOCATED MID-SPAN BETWEEN RESILIENT CHANNELS.
6. FINISHING SYSTEM — FIBER TAPE EMBEDDED IN COMPOUND OVER JOINTS AND EXPOSED NAIL HEADS, COVERED WITH COMPOUND WITH EDGES OF COMPOUND FEATHERED OUT. AS AN ALTERNATE, NOM 3/32 IN. THICK GYPSUM VENEER PLASTER MAY BE APPLIED TO THE ENTIRE SURFACE OF CLASSIFIED VENEER BASEBOARD. JOINTS REINFORCED.

UL L501 - 1-HOUR - EXTERIOR FLOOR ASSEMBLY

1. FLOORING SYSTEMS — THE FLOORING SYSTEM SHALL CONSIST OF THE FOLLOWING (SYSTEM NO. 2): SUBFLOORING — MIN 15/32 IN. THICK WOOD STRUCTURAL PANELS, MIN GRADE "C-D" OR "SHEATHING". FACE GRAIN OF PLYWOOD OR STRENGTH AXIS OF PANELS TO BE PERPENDICULAR TO THE JOISTS WITH JOINTS STAGGERED.
VAPOR BARRIER — (OPTIONAL) — NOM 0.030 IN. THICK COMMERCIAL ASPHALT SATURATED FELT.
FLOOR MAT MATERIALS — (OPTIONAL) — FLOOR MAT MATERIAL LOOSE LAID OVER THE SUBFLOOR. REFER TO MANUFACTURER'S INSTRUCTIONS REGARDING THE MINIMUM THICKNESS OF FLOOR TOPPING OVER EACH FLOOR MAT MATERIAL.
FINISH FLOORING — FLOOR TOPPING MIXTURE — MIN 3/4 HAVING A MIN COMPRESSIVE STRENGTH OF 1800 PSI. REFER TO MANUFACTURER'S INSTRUCTIONS ACCOMPANYING THE MATERIAL FOR SPECIFIC MIX DESIGN.
5. GYPSUM BOARD — (FINISH RATING — 30 MINUTES UNLESS OTHERWISE NOTED) — NOM 5/8 IN. THICK, 48 IN. WIDE GYPSUM BOARD, INSTALLED WITH LONG DIMENSION PERPENDICULAR TO JOISTS. GYPSUM BOARD SECURED WITH 1-7/8 IN. LONG, 6D CEMENT COATED NAILS SPACED 6 IN. OC.
6. FINISHING SYSTEM — VINYL, DRY OR PREMIXED JOINT COMPOUND, APPLIED IN TWO COATS TO JOINTS AND SCREW-HEADS. NOM 2 IN. WIDE PAPER TAPE EMBEDDED IN FIRST LAYER OF COMPOUND OVER ALL JOINTS. AS AN ALTERNATE, NOM 3/32 IN. THICK VENEER PLASTER MAY BE APPLIED TO THE ENTIRE SURFACE OF GYPSUM BOARD.

UL P522 - 1-HOUR - CEILING & ROOF ASSEMBLY

1. ROOFING SYSTEM — ANY UL CLASS A, B OR C ROOFING SYSTEM (TQFU) OR PREPARED ROOF COVERING (TFWZ) ACCEPTABLE FOR USE OVER NOM 15/32 IN. THICK WOOD STRUCTURAL PANELS, MIN. GRADE "C-D" OR "SHEATHING". NOM 15/32 IN. THICK WOOD STRUCTURAL PANELS SECURED TO TRUSSES WITH NO. 6D RINGED SHANK NAILS SPACED 12 IN. OC ALONG EACH TRUSS. STAPLES HAVING EQUAL OR GREATER WITHDRAWAL AND LATERAL RESISTANCE STRENGTH MAY BE SUBSTITUTED FOR THE 6D NAILS. CONSTRUCTION ADHESIVE MAY BE USED WITH EITHER THE NAILS OR STAPLES.
2. TRUSSES — PITCHED OR PARALLEL CHORD WOOD TRUSSES, SPACED A MAX OF 24 IN. OC, FABRICATED FROM NOM 2 BY 4 LUMBER, WITH LUMBER ORIENTED VERTICALLY OR HORIZONTALLY. TRUSS MEMBERS SECURED TOGETHER WITH MIN. 0.0356 IN. THICK GALV STEEL PLATES. PLATES HAVE 5/16 IN. LONG TEETH PROJECTING PERPENDICULAR TO THE PLANE OF THE PLATE. THE TEETH ARE IN PAIRS FACING EACH OTHER (MADE BY THE SAME PUNCH), FORMING A SPLIT TOOTH TYPE PLATE. EACH TOOTH HAS A CHISEL POINT ON ITS OUTSIDE EDGE. THESE POINTS ARE DIAGONALLY OPPOSITE EACH OTHER FOR EACH PAIR. THE TOP HALF OF EACH TOOTH HAS A TWIST FOR STIFFNESS. THE PAIRS ARE REPEATED ON APPROXIMATELY 7/8 IN. CENTERS WITH FOUR ROWS OF TEETH PER INCH OF PLATE WIDTH. WHERE THE TRUSS INTERSECTS WITH THE INTERIOR FACE OF THE EXTERIOR WALLS, THE MIN TRUSS DEPTH SHALL BE 5-1/4 IN. WITH A MIN ROOF SLOPE OF 3/12 AND A MIN. AREA IN THE PLANE OF THE TRUSS OF 21 SQ/FT.
3B. FOAMED PLASTIC — SPRAY FOAM INSULATION APPLIED DIRECTLY TO THE UNDERSIDE OF THE UNDERSIDE OF THE ROOFING SYSTEM (ITEM 1). SPRAY FOAM INSULATION INSTALLED TO A MAXIMUM THICKNESS OF 10 IN. AT A NOMINAL 0.5 LB/FT3 DENSITY, WHILE MAINTAINING A MINIMUM 9-1/2 IN. CLEARANCE BETWEEN THE SPRAY FOAM INSULATION AND THE GYPSUM BOARD (ITEM 7). WHEN SPRAY FOAM INSULATION IS USED, RESILIENT CHANNELS (ITEM 6) SHALL BE INSTALLED MAXIMUM 12 IN. OC, WITH CHANNELS ADJACENT TO BUTT JOINTS OF GYPSUM BOARD (ITEM 7) INSTALLED AT 6 IN. OC TO ALLOW FOR MAXIMUM 3 IN. SPACING OFF ENDS OF THE GYPSUM BOARD JOINTS. GYPSUM BOARD (ITEM 7) TO BE INSTALLED USING 1-1/4 IN. LONG TYPE S SCREWS, SPACED MAXIMUM 8 IN. OC, AND BUTTED END JOINTS SHALL BE STAGGERED MIN. 2 FT WITHIN THE ASSEMBLY, AND OCCUR MIDWAY BETWEEN THE CONTINUOUS FURRING CHANNELS.
4. AIR DUCT — ANY UL CLASS 0 OR CLASS 1 FLEXIBLE AIR DUCT INSTALLED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY THE DAMPER MANUFACTURER.
5. CEILING DAMPER — MAX NOM AREA, 324 SQ IN. MAX SQUARE SIZE, 18 IN. BY 18 IN. RECTANGULAR SIZES NOT TO EXCEED 324 SQ IN. WITH A MAX WIDTH OF 18 IN. MAX DAMPER HEIGHT IS 14 IN. INSTALLED IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS PROVIDED WITH THE DAMPER. MAX DAMPER OPENINGS NOT TO EXCEED 162 SQ IN. PER 100 SQ FT OF CEILING AREA.
6. FURRING CHANNELS — RESILIENT CHANNELS FORMED OF 25 MSG THICK GALV STEEL. INSTALLED PERPENDICULAR TO THE TRUSSES (ITEM 2), SPACED A MAX OF 16 IN. OC WHEN NO INSULATION (ITEM 3 OR 3A) IS FITTED IN THE CONCEALED SPACED, OR A MAX OF 12 IN. OC WHEN INSULATION ((ITEM 3 OR 3A) IS FITTED IN THE CONCEALED SPACE, DRAPED OVER THE RESILIENT CHANNELS. GYPSUM BOARD CEILING MEMBRANE, OR WHEN INSULATION (ITEM 3B, 3D OR 3E) IS APPLIED TO THE UNDERSIDE OF THE ROOFING SYSTEM (ITEM 1). TWO COURSES OF RESILIENT CHANNEL POSITIONED 6 IN. OC AT WALLBOARD BUTT-JOINTS (3 IN. FROM EACH END OF WALLBOARD). CHANNELS ORIENTED OPPOSITE AT WALLBOARD BUTT-JOINTS. CHANNEL SPLICES OVERLAPPED 4 IN. BENEATH WOOD TRUSSES. CHANNELS SECURED TO EACH TRUSS WITH 1-1/4 IN. LONG TYPE S SCREWS.
7. GYPSUM BOARD — ONE LAYER OF NOM 5/8 IN. THICK BY 48 IN. WIDE BOARDS, INSTALLED WITH LONG DIMENSION PARALLEL TO TRUSSES. ATTACHED TO THE RESILIENT CHANNELS USING 1 IN. LONG TYPE S BUGLE-HEAD SCREWS. (ITEM 3B, 3D OR 3E) IS INSTALLED IN THE CONCEALED SPACE, SPRAY-APPLIED TO THE UNDERSIDE OF THE ROOFING SYSTEM (ITEM 1), SCREWS ARE SPACED A MAX OF 8 IN. OC ALONG RESILIENT CHANNELS, FASTENERS ARE INCREASED IN LENGTH TO 1-1/4 IN, AND GYPSUM BOARD BUTT JOINTS SHALL BE STAGGERED MIN. 2 FT WITHIN THE ASSEMBLY, AND OCCUR BETWEEN THE MAIN FURRING CHANNELS.

BUILDING ASSEMBLIES
ACOUSTIC NOTES

ACOUSTIC NOTES BY NUMBER

1. INTERIOR PARTITIONS ENCLOSING BATHROOMS AND BEDROOMS IN UNITS TO RECEIVE FIBERGLASS ACOUSTICAL BATT INSULATION UNLESS NOTED OTHERWISE.
2. JOINTS ON WALLS WITH MULTIPLE LAYERS OF GYPSUM WALL BOARD TO BE STAGGERED.
3. AT INTERIOR BASIC WALLS, CAULK ALONG BOTH SIDES OF THE PERIMETER OF WALL WITH NON-HARDENING SILICONE MASTIC.
4. AVOID BACK-TO-BACK OUTLETS. CAULK OPENINGS IN ELECTRICAL BOXES.
5. WHERE A DOUBLE ROW OF STUDS IS SPECIFIED, MAKE NO CONNECTIONS BETWEEN FRAMING ROWS UNLESS NOTED OTHERWISE IN FIRE RESISTANCE RATING SPECIFICATIONS OR STRUCTURAL DRAWINGS.
6. USE ACOUSTICAL SEALANT AT HEAD AND BASE CONDITIONS OF SOUND RETARDANT PARTITIONS.
7. PROVIDE FIBERGLASS ACOUSTICAL BATT AT INTERIOR PARTITION WALLS ADJACENT TO BEDROOMS AND BATHROOMS, TYPICAL.

WALL TYPE MARKS & CONFIGURATIONS

W-X-Y — **INTERIOR / EXTERIOR WALL TYPE**
- WALL TYPE SUBVARIANT
- WALL TYPE VARIANT
- W = INTERIOR USE
  E= EXTERIOR USE

EF-Ya-Xa — **EXTERIOR WALL FINISH CONFIGURATION**
- EXTERIOR BASIC WALL TYPE
- EXTERIOR FINISH WALL TYPE

EF-Ya — **EXTERIOR FINISH WALL TYPE**
- WALL TYPE SUBVARIANT
- WALL TYPE VARIANT
- EF = EXTERIOR FINISH USE

FLOOR, CEILING, ROOF TYPE MARKS & CONFIGURATIONS

W-X-Y — **ASSEMBLY TYPE**
- ASSEMBLY TYPE SUBVARIANT [IF USED]
- ASSEMBLY TYPE VARIANT
- F = FLOOR USE
  CLG = CEILING
  R = ROOF

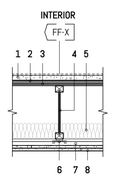
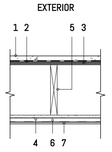
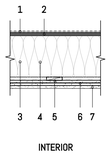
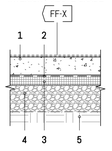
FF-X — **FINISH FLOOR - REFERENCE ENLARGED FLOOR PLANS ON A-400 SRIES AND FINISH SCHEDULE ON SHEET A-401 FOR ADDITIONAL INFORMATION**

BUILDING ASSEMBLIES
GENERAL NOTES

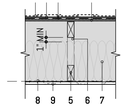
GENERAL NOTES BY NUMBER

1. REFER TO CODE PLANS FOR LOCATION AND EXTENT OF RATED ASSEMBLIES.
2. EXTERIOR CLADDING FINISH ALIGNMENT AND ORIENTATION PER A-200 SERIES - BUILDING ELEVATIONS; EXTERIOR WALL FINISH TYPES PER EXTERIOR FINISH LEGEND, A-200 SERIES
3. FRAMING MEMBERS AND INTERIOR GYPSUM WALL BOARD SHEATHING AT RATED PARTITIONS TO EXTEND TO ROOF SHEATHING - REFER TO A-300 SERIES - WALL SECTIONS FOR MORE INFORMATION. LAYERS OF GWB THAT EXTEND TO THE UNDERSIDE OF ROOF SHEATHING ABOVE TO BE SEALED AIRTIGHT WITH APPROVED FIRE SEALANT.
4. DEFER TO STRUCTURAL DRAWINGS AND SPECIFICATIONS FOR FRAMING MEMBER TYPES, SIZES, SPACING, FASTENING, AND ANCHORAGE. FRAMING MEMBERS IN ARCHITECTURAL INTERIOR AND EXTERIOR BASIC WALL ASSEMBLIES SHOWN FOR REFERENCE ONLY.
5. FIRE SEPARATION ELEMENTS INCLUDING, BUT NOT LIMITED TO, BLOCKING, FIRESAFING, SEALING, AND GWB FIRESTOPS TO OCCUR PER A-300 SERIES - BUILDING AND WALL SECTIONS; INSTALLATION TO MEET STANDARDS SET FORTH BY 2018 IBC & IFC.
6. WHEN INSTALLED VERTICALLY, GWB TO BE TYPE 'X'; WHEN INSTALLED HORIZONTALLY, GWB TO BE TYPE 'C', UNLESS NOTED OTHERWISE.
7. DRYWALL TO BE INSTALLED LEVEL 4 FINISH, UNLESS NOTED OTHERWISE
8. USE MOISTURE-RESISTANT GWB AT RESTROOMS AND WITHIN 48" OF PLUMBING FIXTURES OUTSIDE OF RESTROOMS.
9. REFER TO ENLARGED PLANS AND INTERIOR ELEVATIONS FOR FINISHES.

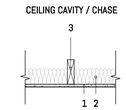
ASSEMBLY TYPES - BASIC FLOORS

ASSEMBLY TYPE	ASSEMBLY COMPONENTS BY NUMBER	ASSEMBLY COMPONENT DESCRIPTIONS	THERMAL RATING	ACOUSTIC RATING	FIRE-RESISTANCE RATING
INTERIOR UNIT SEPARATION FLOOR / CEILING TYPE: F-1	INTERIOR  INTERIOR	*(WHERE OCCURS, FLOOR FINISH TYPE PER A-100 SERIES - OVERALL FLOOR PLANS)* 1. 1" LIGHTWEIGHT GYPSUM UNDERLAYMENT; B.O.D. "UNITED STATES GYPSUM - LEVELROCK BRAND 2500 SERIES" 2. 1/4" MIN. ACOUSTIC MAT; B.O.D. 'UNITED STATES GYPSUM - LEVELROCK SOUND MAT' OR EQUAL 3. 3/4" TONGUE-AND-GROOVE PLYWOOD SUBLOOR [REF. STRUCTURAL FOR FASTENING PATTERN] 4. 11-7/8" ENGINEERED I-JOISTS [REF. STRUCTURAL FOR SPACING, CHORD WIDTH, AND FASTENING REQ.] 5. FIBERGLASS BATT INSULATION W/ SOUND BARRIER, THERMAL PERFORMANCE @ R-19. MIN.; B.O.D. 'OWENS CORNING - PROPINK' FIBERGLASS BATT 6. SINGLE-PART SOUND ISOLATING CLIPS TO ATTACH FLOOR FRAMING MEMBERS TO HAT CHANNELS, SPACING PER STRUCTURAL; B.O.D. 'GREEN GLUE - NOISEPROOFING CLIP SYSTEM' OR EQUAL; FASTENING PER MANUFACTURER 7. 7/8" 22 GA. HAT CHANNELS TO RUN PERPENDICULAR TO FLOOR FRAMING MEMBERS; HAT CHANNELS TO ATTACH TO SOUND ISOLATING CLIPS, SPACING OF CHANNELS TO MATCH CLIP SPACING; B.O.D. 'GREEN GLUE - NOISEPROOFING CLIP SYSTEM' 8. (2) 5/8" TYPE 'C' GWB, LEVEL 4 FINISH, TYP.; REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: N/A PROVIDED R-VALUE IN GIVEN ASSEMBLY: **R-19**	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: 50 PROVIDED STC RATING IN GIVEN ASSEMBLY: **62** PER RAL-0T03-05/06	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: 1 HOUR PROVIDED R-VALUE IN GIVEN ASSEMBLY: **1 HOUR** PER UL L570
EXTERIOR STAIR LANDING TYPE: F-2	EXTERIOR  EXTERIOR	1. 1" LIGHTWEIGHT CONCRETE TOPPING; [REF. STRUCTURAL FOR MAX. ALLOWABLE WEIGHT AND CONCRETE TYPE] 2. 6 MIL POLYETHYLENE VAPOR RETARDER LINING BENEATH CONCRETE TOPPING 3. 1/2" APA RATED SHEATHING [REF. STRUCTURAL FOR FASTENING REQUIREMENTS] 4. (1) 5/8" EXTERIOR GYPSUM SHEATHING; B.O.D. 'GEORGIA-PACIFIC - DENSGLASS FIREGUARD SHEATHING' 5. 2x12 JOIST [REF. STRUCTURAL FOR SPACING AND FASTENING REQUIREMENTS FOR FLOOR FRAMING MEMBERS] 6. 1" X 2" P.T. WOOD FURRING TO RUN PERPENDICULAR TO FLOOR FRAMING MEMBERS [REF. STRUCTURAL FOR SPACING, FASTENING] 7. CEMENTITIOUS SOFFIT PANEL [REF. FINISH SCHEDULE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: N/A	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A
EXTERIOR UNIT BALCONY TYPE: F-3	INTERIOR  INTERIOR	*(WHERE OCCURS, FLOOR FINISH TYPE PER A-100 AND A-310 SERIES)* 1. 60 MIL VINYL DECK MEMBRANE; B.O.D. 'DURADECK ' ULTRA VINYL MEMBRANE, COLOR: GRAY 2. 1/2" APA RATED SHEATHING [REF. STRUCTURAL FOR FASTENING REQUIREMENTS] 3. 2x12 CANTED WOOD JOIST SLOPED TOWARDS EXTERIOR AT 1/4" PER 12" [REF. STRUCTURAL] 4. [WHEN ABOVE CONDITIONED SPACE] PROVIDE R-30 BATT INSULATION IN CAVITY. PROVIDE NON-RATED SOFFIT BELOW RATED ASSEMBLY AND PROVIDE R-19 BATT INSULATION AT SOFFIT. 5. 1x WOOD BLOCKING[ALTERNATE DIRECTION FROM JOIST, REF. STRUCTURAL FOR FRAMING REQUIREMENTS] 6. (2) LAYERS 5/8" TYPE 'C' GYPSUM SHEATHING [REF. FINISH SCHEDULE] 7. CEMENTITIOUS SOFFIT PANEL, CPL-2; [REF. FINISH SCHEDULE]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: N/A PROVIDED R-VALUE IN GIVEN ASSEMBLY: **R-49*** *AT BALCONIES DIRECTLY OVER CONDITION SPACE AT L2	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: 1 HOUR WHERE CONDITION SPACE IS BELOW BALCONY PROVIDED R-VALUE IN GIVEN ASSEMBLY: **1 HOUR** PER IBC 721
SLAB-ON-GRADE FLOOR TYPE: F-4	INTERIOR / ABOVE GRADE  EXTERIOR / BELOW GRADE	*(WHERE OCCURS, FLOOR FINISH TYPE PER A-100 SERIES - OVERALL FLOOR PLANS)* 1. 4" REINFORCED CONCRETE FLOOR SLAB [REF. STRUCTURAL FOR STEEL REINFORCEMENT SPACING, COVERAGE, # DIA. AND TYPE, AND OTHER REQUIREMENTS] 2. 6-MIL CONTINUOUS POLYETHYLENE VAPOR RETARDER; B.O.D. 'SIMPLESOLUTIONS - MOISTUREBLOC 6-MIL FILM VAPOR BARRIER UNDERLAYMENT' OR EQUAL 3. 2" RIGID INSULATION WITHIN 24" OF PERIMETER, THERMAL PERFORMANCE @ R-5/IN MIN.; B.O.D. 'OWENS CORNING - EXTRUDED POLYSTYRENE [XPS]' OR EQUAL 4. 4'-6" BASE COURSE CRUSH ROCK SUBGRADE, NO FINES 5. COMPACTED SOIL [REF. CIVIL AND STRUCTURAL FOR APPLICABLE COMPACTION REQUIREMENTS]	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: R-10 PROVIDED R-VALUE IN GIVEN ASSEMBLY: **R-10**	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A

ASSEMBLY TYPES - ROOF FINISHES - EXTERIOR

ASSEMBLY TYPE	ASSEMBLY COMPONENTS BY NUMBER	ASSEMBLY COMPONENT DESCRIPTIONS	THERMAL RATING	ACOUSTIC RATING	FIRE-RESISTANCE RATING
COMPOSITION SHINGLE ROOF TYPE: R-1	EXTERIOR  INTERIOR	*(REF. A-300 SERIES - BUILDING / WALL SECTIONS AND STRUCTURAL SET FOR TRUSS INFORMATION)* 1. ASHALT COMPOSITION ROOFING SHINGLES, [REF. FINISH LEGEND A-400 FOR EXTERIOR CLADDING PRODUCT FINISHES] 2. ASPHALT-SATURATED FELT UNDERLAYMENT; INSTALLATION PER MANUFACTURER 3. 1MM MIN. SELF-ADHERED WEATHERPROOFING UNDERLAYMENT; B.O.D. 'GCP APPLIED TECHNOLOGIES - GRACE ICE & WATER SHIELD;' INSTALLATION PER MANUFACTURER 4. 1/2" APA RATED SHEATHING [REF. STRUCTURAL FOR FASTENING REQUIREMENTS] 5. [TRUSS, BY OTHERS, SHOWN FOR REFERENCE] 6. 1" MIN. AIR GAP 7. 19" FIBERGLASS HIGH-DENSITY BATT INSULATION, THERMAL PERFORMANCE @ R-49 MIN.; B.O.D. 'OWENS CORNING - ECOTOUCH PINK FIBERGLAS INSULATION WITH PUREFIBER'. DENSE-PACKED AGAINST FIBER OR CARDBOARD BAFFLES BETWEEN TRUSSES. 8. CLASS I OR II VAPOR RETARDER; B.O.D. 'STEGO WRAP' CLASS A VAPOR BARRIER (10 MIL) 9. 5/8" TYPE 'X' GWB, LEVEL 4 FINISH, TYP.; REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: R-49 PROVIDED R-VALUE IN GIVEN ASSEMBLY: **R-49**	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A

ASSEMBLY TYPES - BASIC CEILING - INTERIOR

ASSEMBLY TYPE	ASSEMBLY COMPONENTS BY NUMBER	ASSEMBLY COMPONENT DESCRIPTIONS	THERMAL RATING	ACOUSTIC RATING	FIRE-RESISTANCE RATING
GWB CEILING TYPE: CLG-1	CEILING CAVITY / CHASE  INTERIOR	1. 5/8" TYPE 'C' GWB, LEVEL 4 FINISH, TYP.; REF. UNIT PLANS AND FINISH LEGEND FOR FINISH TYPE 2. FIBERGLASS ACOUSTICAL BATT INSULATION; B.O.D. 'OWENS CORNING - QUIETZONE ECOTOUCH PINK ACOUSTIC SOUNDPROOFING UNFACED BATT' OR EQUAL 3. 2X BLOCKING AS REQUIRED	REQUIRED MINIMUM R-VALUE PER 2018 WSEC CHAPTER R402: N/A	REQUIRED MINIMUM STC RATING PER 2018 IBC CHAPTER 12, § 1206: N/A	REQUIRED MINIMUM FIRE - RESISTANCE RATING PER 2018 IBC CHAPTER 6: N/A

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
ASSEMBLIES - FLOOR, ROOF, & CEILING TYPES

SHEET NO.
A-011

PLOT DATE & TIME: 5/18/2022 4:44:28 PM

SITE PLAN KEYNOTE LEGEND

- S1 CLUSTER MAILBOXES AT UNIT ENTRIES
- S2 LEASING OFFICE AT BLDG A ONLY - AT BLDG C, REPLACE WITH UNIT 1x1D.
- S3 ADDRESS NUMBERING LOCATION
- S4 MONUMENT SIGNAGE - UNDER SEPARATE PERMIT
- S5 TRASH ENCLOSURE
- S6 TYPE A UNIT - SEE SHEET G-003 - CODE SUMMARY FOR ACCESSIBILITY REQUIREMENTS

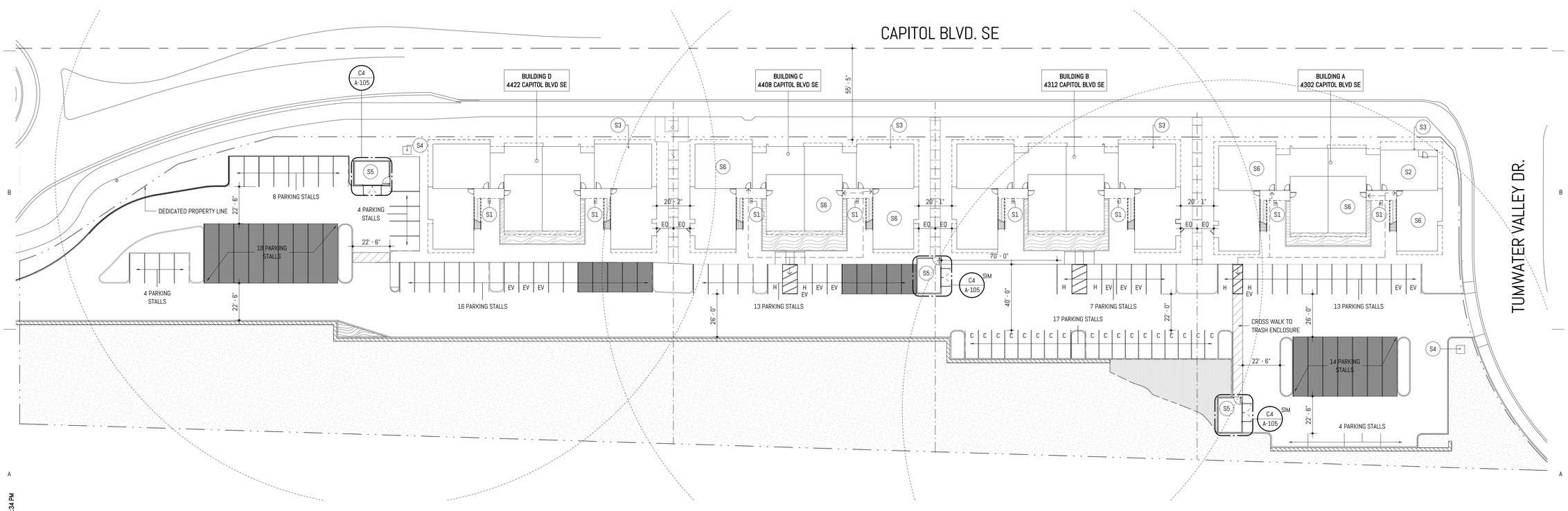
SITE PLAN PLAN LEGEND

- PROPERTY LINE
- CENTER OF R.O.W
- PROPERTY SETBACKS
- IMAGINARY LOT LINE
- ACCESSIBLE PATH TO/FROM TYPE A UNITS
- EV EV-READY PARKING STALL, PER ELECTRICAL
- H ACCESSIBLE PARKING STALL, PER CIVIL
- C COMPACT PARKING STALL, PER CIVIL
- LANDSCAPED AREA
- UNDISTURBED STEEP SLOPE
- ACTIVE SPACE TRAILHEAD
- RETAINING WALL, PER CIVIL
- COVERED PARKING STALLS
- TRASH ENCLOSURE TRAVEL DISTANCE RADIUS - 200' MAXIMUM

ARCHITECTURAL SITE GENERAL NOTES

GENERAL NOTES BY NUMBER

1. REFERENCE CIVIL DRAWINGS FOR ALL SITE CONSTRUCTION INFORMATION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
   - -SITE GEOMETRY AND DIMENSIONAL CONTROL, **INCLUDING FINISH ELEVATIONS**
   - -SITE UTILITIES
   - -SITE GRADING AND DRAINAGE
   - -ASPHALT/CONCRETE PAVING DETAILS
   - -PAVING MARKERS
   - -CONCRETE SIDEWALK, CURB, AND GUTTER DETAILS
   - -PARKING BUMPERS
   - -TRAFFIC SIGNAGE
   - -PAVING STRIPING AND CURB MARKINGS
   - -TYPICAL HANDICAP SIGNAGE/SPACES
2. RE: ELECTRICAL DRAWINGS FOR SITE INFORMATION INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
   - -SITE LIGHT STANDARD LOCATIONS AND SIZES
   - -ELECTRICAL SLEEVING LOCATIONS AND SIZES
   - -TELEPHONE AND CABLE TV PULL BOX LOCATIONS
   - -ELECTRICAL MANHOLE LOCATIONS AND DETAILS
   - -PULL BOX LOCATIONS AND SIZES FOR VARIOUS SITE LIGHTING ELEMENTS
   - -EXTERIOR BUILDING ILLUMINATION AND UTILITY COORDINATION
3. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR EMERGENCY ENTRANCES AND SHALL NOT BLOCK ACCESS TO DRIVES. SITE WORK AND STAGING THAT AFFECT THE AREAS ADJACENT TO ACCESSIBLE ENTRIES TO OTHER NEIGHBORING BUILDINGS WILL REQUIRE A WRITTEN COORDINATION PLAN SUBMITTED TO AND APPROVED BY THE OWNER.
4. DO NOT SCALE THE DRAWINGS.
5. THE CONTRACTOR SHALL ENSURE COMPLIANCE WITH CHAPTER 33 OF THE INTERNATIONAL FIRE CODE FOR ALL CONSTRUCTION ACTIVITIES. ADEQUATE FIRE APPARATUS ACCESS SHALL BE PROVIDED TO THE BUILDING AND SITE AT ALL TIMES DURING CONSTRUCTION.
6. EMERGENCY LIGHTING SHALL BE PROVIDED ALONG EGRESS PATHS AT MINIMUM 1 FC (FOOTCANDLE) CONTINUOUSLY PER IBC 1025.5.
7. REFERENCE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN.
8. APPROVED 12" MINUMUM ADDRESS NUMBERING TO BE PROVIDED ON EACH BUILDING. THE ADDRESS NUMBERING SHALL BE HIGH CONTRAST TO THE CLADDING MATERIAL THEY ARE ATTACHED T. BUILDING SHALL BE ADDRESSED AS FOLLOWS:
   - BUILDING A: 4302 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING B: 4312 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING C: 4408 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING D: 4422 CAPITOL BLVD SE, TUMWATER WA 98501



A1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0" @ FULL SCALE

PLOT DATE & TIME: 5/19/2022 4:44:34 PM

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

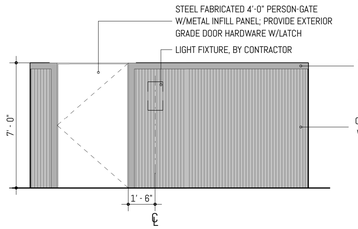
ARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

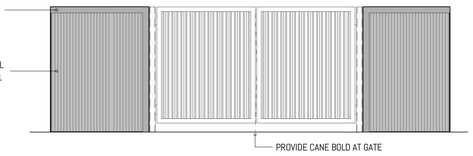
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
ARCHITECTURAL SITE PLAN

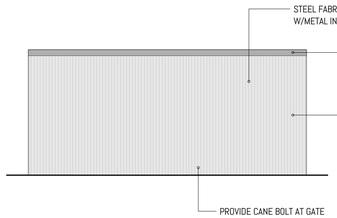
SHEET NO.
A-100



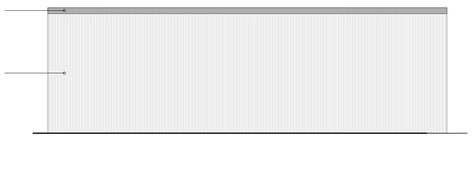
D2 TRASH ENCLOSURE - NORTH ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



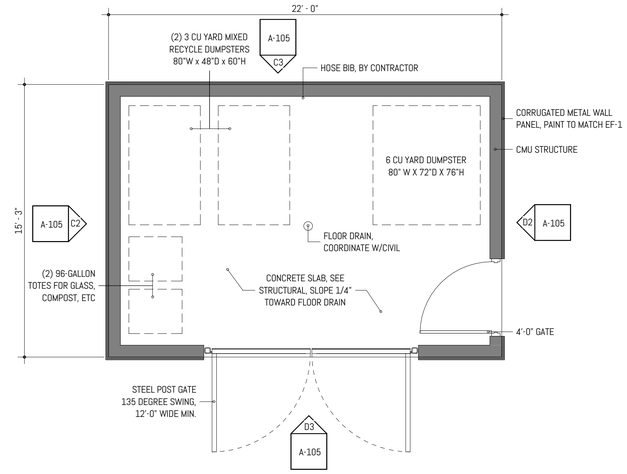
D3 TRASH ENCLOSURE - WEST ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C2 TRASH ENCLOSURE - SOUTH ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C3 TRASH ENCLOSURE - EAST ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C4 TRASH ENCLOSURE - FLOOR PLAN
SCALE: 1/4" = 1'-0" @ FULL SCALE

FERGUSON
ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

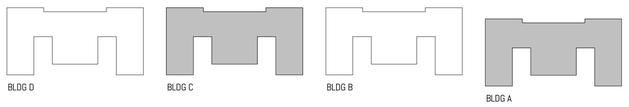
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
ENLARGED SITE VIEWS

SHEET NO.
A-105

PLOT DATE & TIME: 5/18/2022 4:44:52 PM

BUILDING KEY PLAN



FLOOR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

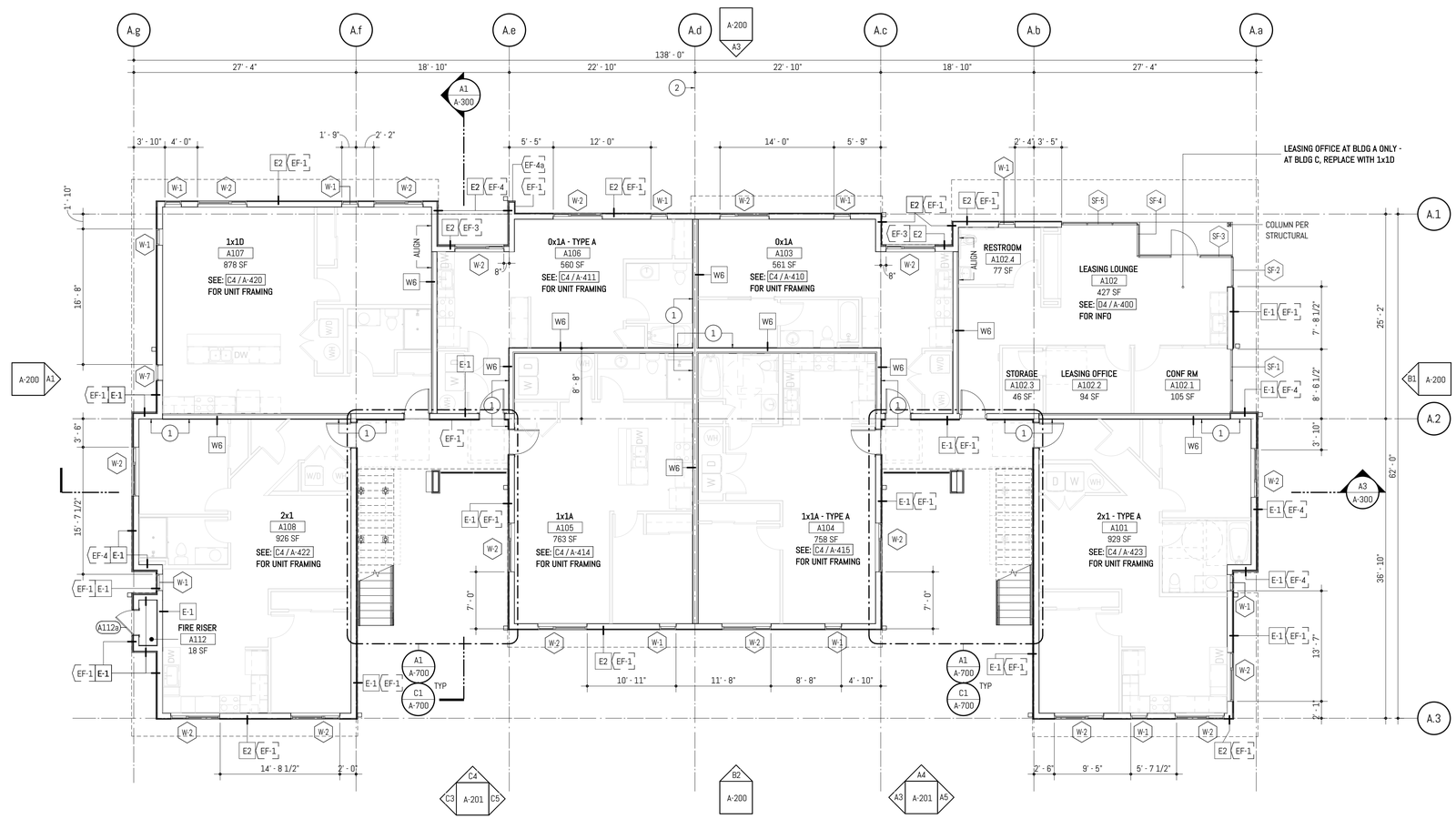
ROOF OVERHANG (ABOVE)

FLOOR PLAN KEYNOTES BY NUMBER

1. ALIGN FACE OF FRAMING
2. GRID X.d FRAMING TO CENTERLINE OF STUD

FLOOR PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION, REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE STEM WALLS AND FACE OF STUD FRAMING, EXCEPT AT GRID X.d WHERE GRIDLINE IS AT THE STUD CENTERLINE.
3. STUDS SHALL BE OFFSET AND ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE PROVIDED AS REQUIRED TO PROVIDE FACE ALIGNMENT OF GYPSUM BOARD.
4. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
5. WALL TYPES SHALL BE CONSTRUCTED AS BELOW. STRUCTURAL REQUIREMENTS PER STRUCTURAL SERIES TAKE PRECEDENT. OWNER SHALL BE NOTIFIED OF ANY DISCREPENCIES PRIOR TO INSTALLATION. CONTRACTOR TO REFER TO SHEET A-000 - CODE PLANS & ELEVATIONS TO CONFIRM FIRE RATING OF WALLS. REFER TO SHEET SERIES A-400 - UNIT FLOOR PLANS, FOR WALL TYPES WITHIN UNITS.
6. FRAMED WALL DIMENSIONS INDICATED FROM FACE OF STUD, UNO.
7. FRAMING SHALL BE FURRED OUT, OR ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE INSTALLED AS REQUIRED TO ALIGN WITH ADJACENT FACE OF FINISH.
8. DOORS ADJACENT TO FRAMED WALLS SHALL BE 4" FROM NEAREST FACE OF STUD UNO.
9. REFER TO A-400, TYPICAL UNIT PLAN SERIES, FOR INTERIOR MINIMUM CLEAR DIMENSIONS. GENERAL CONTRACTOR SHALL REPORT DISCREPNCIES TO OWNER OR ARCHITECT IF FRAMING AND INTERIOR CLEAR DIMENSIONS ARE FOUND TO CONFLICT.
10. STOREFRONT SYSTEMS ARE DIMENSIONED TO JAMBS, REFER TO A-600 FOR ADDITIONAL INFORMATION.



A2 FLOOR PLAN - BUILDING A & C - LEVEL 1
SCALE: 1/8" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

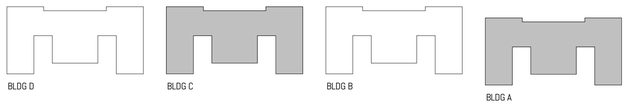
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG A & C - LEVEL 1

SHEET NO.
A-110

PLOT DATE & TIME: 5/18/2022 4:44:54 PM

BUILDING KEY PLAN



FLOOR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

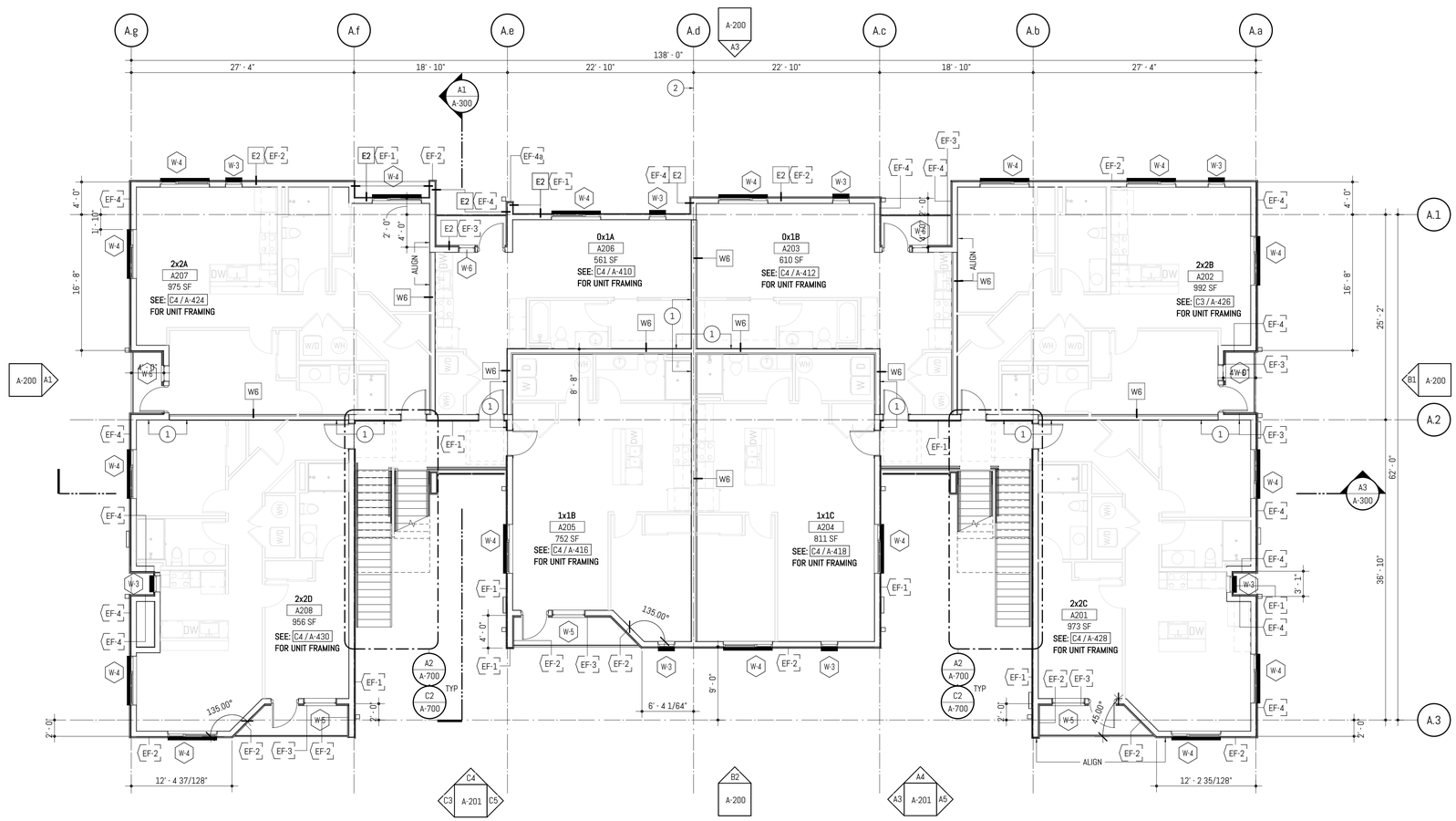
ROOF OVERHANG (ABOVE)

FLOOR PLAN KEYNOTES BY NUMBER

1. ALIGN FACE OF FRAMING
2. GRID X.d FRAMING TO CENTERLINE OF STUD

FLOOR PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION, REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE STEM WALLS AND FACE OF STUD FRAMING, EXCEPT AT GRID X.d WHERE GRIDLINE IS AT THE STUD CENTERLINE.
3. STUDS SHALL BE OFFSET AND ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE PROVIDED AS REQUIRED TO PROVIDE FACE ALIGNMENT OF GYPSUM BOARD.
4. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
5. WALL TYPES SHALL BE CONSTRUCTED AS BELOW. STRUCTURAL REQUIREMENTS PER STRUCTURAL SERIES TAKE PRECEDENT. OWNER SHALL BE NOTIFIED OF ANY DISCREPENCIES PRIOR TO INSTALLATION. CONTRACTOR TO REFER TO SHEET A-000 - CODE PLANS & ELEVATIONS TO CONFIRM FIRE RATING OF WALLS. REFER TO SHEET SERIES A-400 - UNIT FLOOR PLANS, FOR WALL TYPES WITHIN UNITS.
6. FRAMED WALL DIMENSIONS INDICATED FROM FACE OF STUD, UNO.
7. FRAMING SHALL BE FURRED OUT, OR ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE INSTALLED AS REQUIRED TO ALIGN WITH ADJACENT FACE OF FINISH.
8. DOORS ADJACENT TO FRAMED WALLS SHALL BE 4" FROM NEAREST FACE OF STUD UNO.
9. REFER TO A-400, TYPICAL UNIT PLAN SERIES, FOR INTERIOR MINIMUM CLEAR DIMENSIONS. GENERAL CONTRACTOR SHALL REPORT DISCREPNCIES TO OWNER OR ARCHITECT IF FRAMING AND INTERIOR CLEAR DIMENSIONS ARE FOUND TO CONFLICT.
10. STOREFRONT SYSTEMS ARE DIMENSIONED TO JAMBS, REFER TO A-600 FOR ADDITIONAL INFORMATION.



A2 FLOOR PLAN - BUILDING A & C - LEVEL 2
SCALE: 1/8" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

PLOT DATE & TIME: 5/18/2022 4:44:56 PM

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

MARK	REVISION	DATE

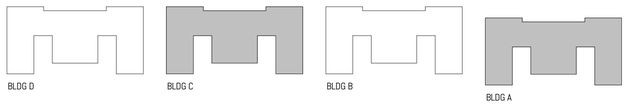
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG A & C - LEVEL 2

SHEET NO.
A-111

BUILDING KEY PLAN



FLOOR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

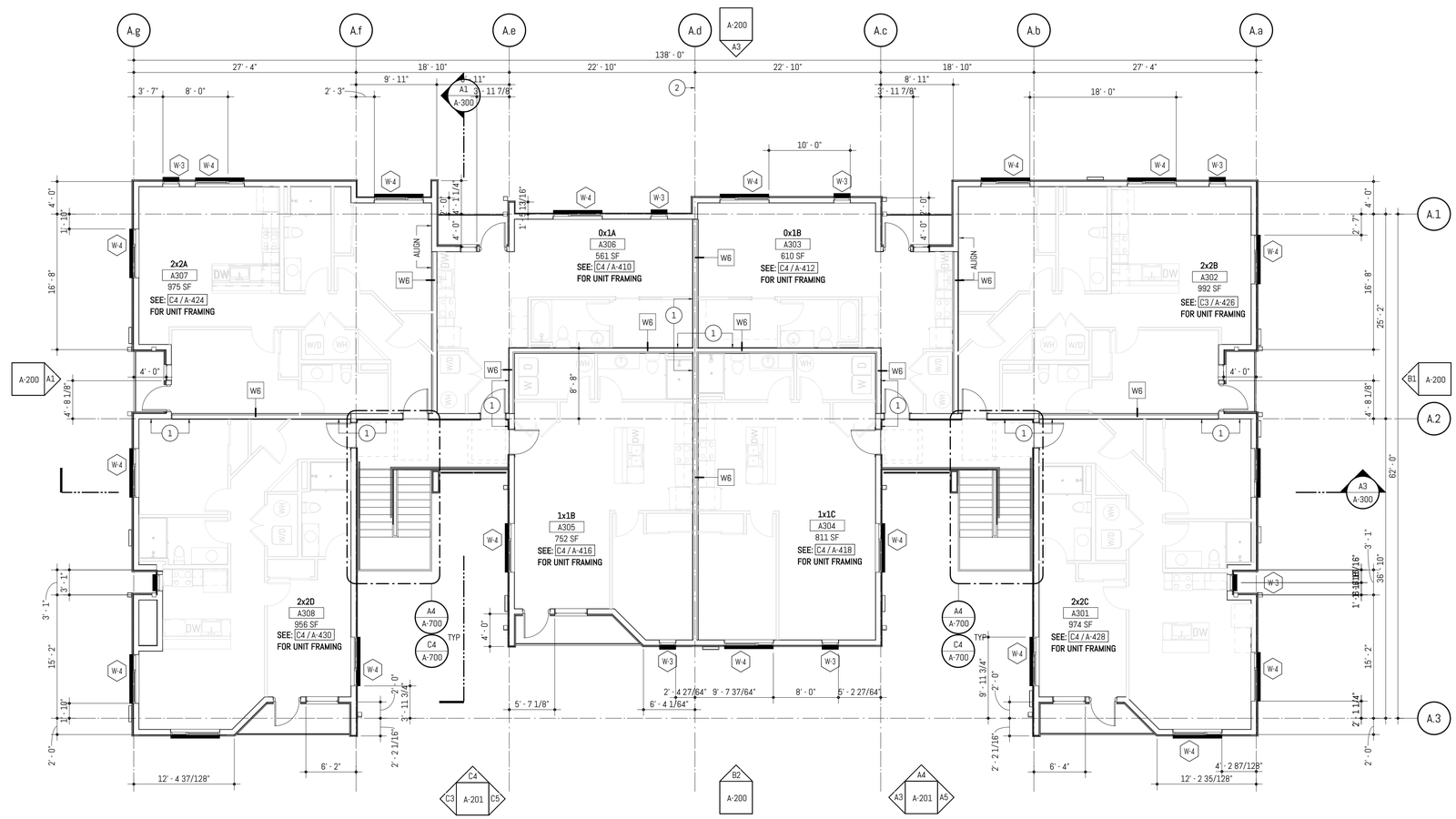
ROOF OVERHANG (ABOVE)

FLOOR PLAN KEYNOTES BY NUMBER

1. ALIGN FACE OF FRAMING
2. GRID X.d FRAMING TO CENTERLINE OF STUD

FLOOR PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION, REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE STEM WALLS AND FACE OF STUD FRAMING, EXCEPT AT GRID X.d WHERE GRIDLINE IS AT THE STUD CENTERLINE.
3. STUDS SHALL BE OFFSET AND ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE PROVIDED AS REQUIRED TO PROVIDE FACE ALIGNMENT OF GYPSUM BOARD.
4. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
5. WALL TYPES SHALL BE CONSTRUCTED AS BELOW. STRUCTURAL REQUIREMENTS PER STRUCTURAL SERIES TAKE PRECEDENT. OWNER SHALL BE NOTIFIED OF ANY DISCREPENCIES PRIOR TO INSTALLATION. CONTRACTOR TO REFER TO SHEET A-000 - CODE PLANS & ELEVATIONS TO CONFIRM FIRE RATING OF WALLS. REFER TO SHEET SERIES A-400 - UNIT FLOOR PLANS, FOR WALL TYPES WITHIN UNITS.
6. FRAMED WALL DIMENSIONS INDICATED FROM FACE OF STUD, UNO.
7. FRAMING SHALL BE FURRED OUT, OR ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE INSTALLED AS REQUIRED TO ALIGN WITH ADJACENT FACE OF FINISH.
8. DOORS ADJACENT TO FRAMED WALLS SHALL BE 4" FROM NEAREST FACE OF STUD UNO.
9. REFER TO A-400, TYPICAL UNIT PLAN SERIES, FOR INTERIOR MINIMUM CLEAR DIMENSIONS. GENERAL CONTRACTOR SHALL REPORT DISCREPNCIES TO OWNER OR ARCHITECT IF FRAMING AND INTERIOR CLEAR DIMENSIONS ARE FOUND TO CONFLICT.
10. STOREFRONT SYSTEMS ARE DIMENSIONED TO JAMBS, REFER TO A-600 FOR ADDITIONAL INFORMATION.



A2 FLOOR PLAN - BUILDING A & C - LEVEL 3
SCALE: 1/8" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

PLOT DATE & TIME: 5/19/2022 4:44:58 PM

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

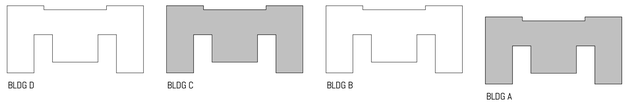
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG A & C - LEVEL 3

SHEET NO.
A-112

BUILDING KEY PLAN



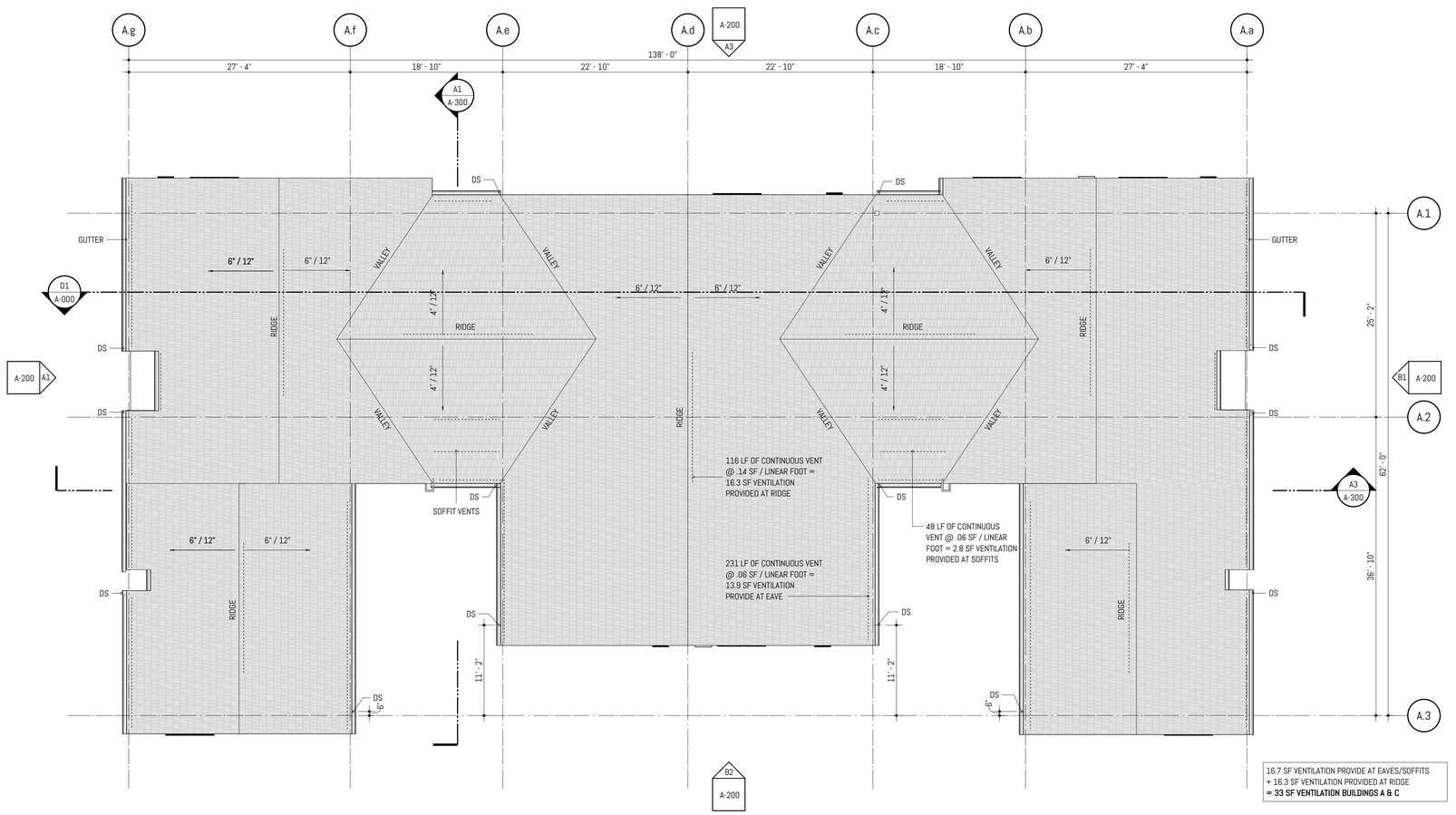
ROOF PLAN GRAPHIC LEGEND

SOFFIT VENTS

ROOF-1,
SEE A-401 - FINISH LEGEND
FOR ADDITIONAL INFORMATION

ROOF PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION. REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE WALLS, CENTER OF COLUMNS, FACE OF STUD FRAMING, U.N.O.
   FOR LOCATIONS OF PIPING, CURBS, VENTS, DUCTS, FANS AND OTHER ITEMS ON THE ROOF SURFACE, REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS. FOR ROOF DRAIN SIZING, REFER TO PLUMBING DRAWINGS.
3. PAINT EXPOSED ROOF-MOUNTED EQUIPMENT, PIPING, ETC. EXCEPT THOSE ITEMS WHICH ARE ALUMINUM OR STAINLESS STEEL. COLOR AS SELECTED BY ARCHITECT.
4. ROOF FLASHING TO BE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.



16.7 SF VENTILATION PROVIDE AT EAVES/SOFFITS
+ 16.3 SF VENTILATION PROVIDED AT RIDGE
= 33 SF VENTILATION BUILDINGS A & C

A2 FLOOR PLAN - BUILDING A & C - ROOF
SCALE: **1/8" = 1'-0"** @ FULL SCALE

PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

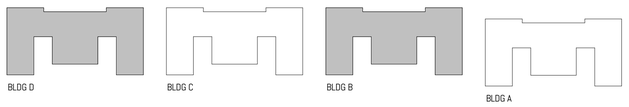
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG A & C - ROOF

SHEET NO.
A-113

PLOT DATE & TIME: **5/19/2022 4:45:01 PM**

BUILDING KEY PLAN



FLOOR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

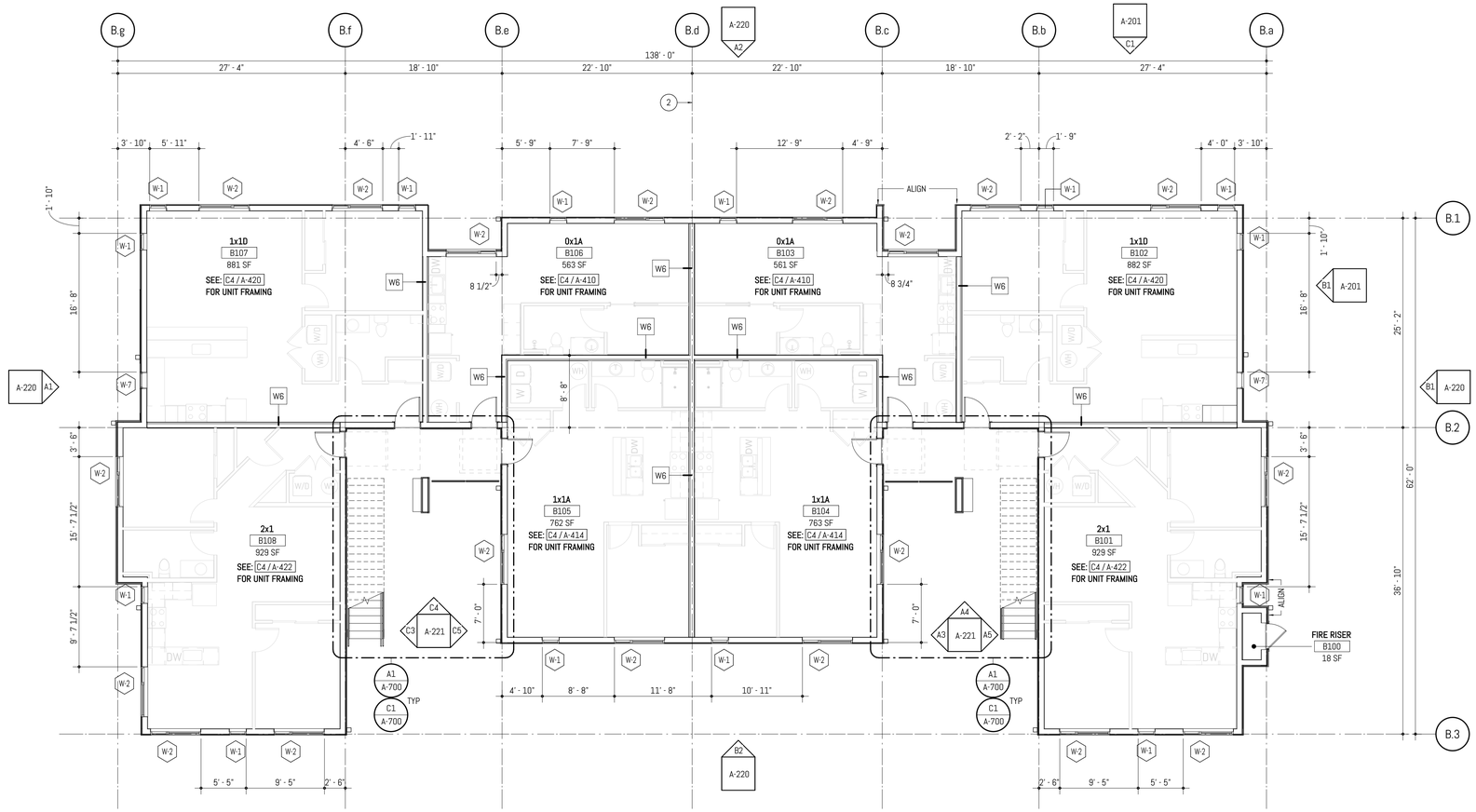
ROOF OVERHANG (ABOVE)

FLOOR PLAN KEYNOTES BY NUMBER

1. ALIGN FACE OF FRAMING
2. GRID X.d FRAMING TO CENTERLINE OF STUD

FLOOR PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION, REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE STEM WALLS AND FACE OF STUD FRAMING, EXCEPT AT GRID X.d WHERE GRIDLINE IS AT THE STUD CENTERLINE.
3. STUDS SHALL BE OFFSET AND ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE PROVIDED AS REQUIRED TO PROVIDE FACE ALIGNMENT OF GYPSUM BOARD.
4. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
5. WALL TYPES SHALL BE CONSTRUCTED AS BELOW. STRUCTURAL REQUIREMENTS PER STRUCTURAL SERIES TAKE PRECEDENT. OWNER SHALL BE NOTIFIED OF ANY DISCREPENCIES PRIOR TO INSTALLATION. CONTRACTOR TO REFER TO SHEET A-000 - CODE PLANS & ELEVATIONS TO CONFIRM FIRE RATING OF WALLS. REFER TO SHEET SERIES A-400 - UNIT FLOOR PLANS, FOR WALL TYPES WITHIN UNITS.
6. FRAMED WALL DIMENSIONS INDICATED FROM FACE OF STUD, UNO.
7. FRAMING SHALL BE FURRED OUT, OR ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE INSTALLED AS REQUIRED TO ALIGN WITH ADJACENT FACE OF FINISH.
8. DOORS ADJACENT TO FRAMED WALLS SHALL BE 4" FROM NEAREST FACE OF STUD UNO.
9. REFER TO A-400, TYPICAL UNIT PLAN SERIES, FOR INTERIOR MINIMUM CLEAR DIMENSIONS. GENERAL CONTRACTOR SHALL REPORT DISCREPNCIES TO OWNER OR ARCHITECT IF FRAMING AND INTERIOR CLEAR DIMENSIONS ARE FOUND TO CONFLICT.
10. STOREFRONT SYSTEMS ARE DIMENSIONED TO JAMBS, REFER TO A-600 FOR ADDITIONAL INFORMATION.



A2 FLOOR PLAN - BUILDING B & D - LEVEL 1
SCALE: 1/8" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

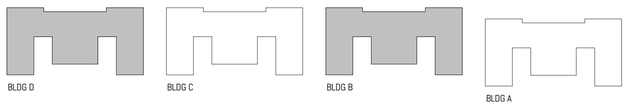
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG B & D - LEVEL 1

SHEET NO.
A-120

PLOT DATE & TIME: 5/19/2022 4:45:03 PM

BUILDING KEY PLAN



FLOOR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

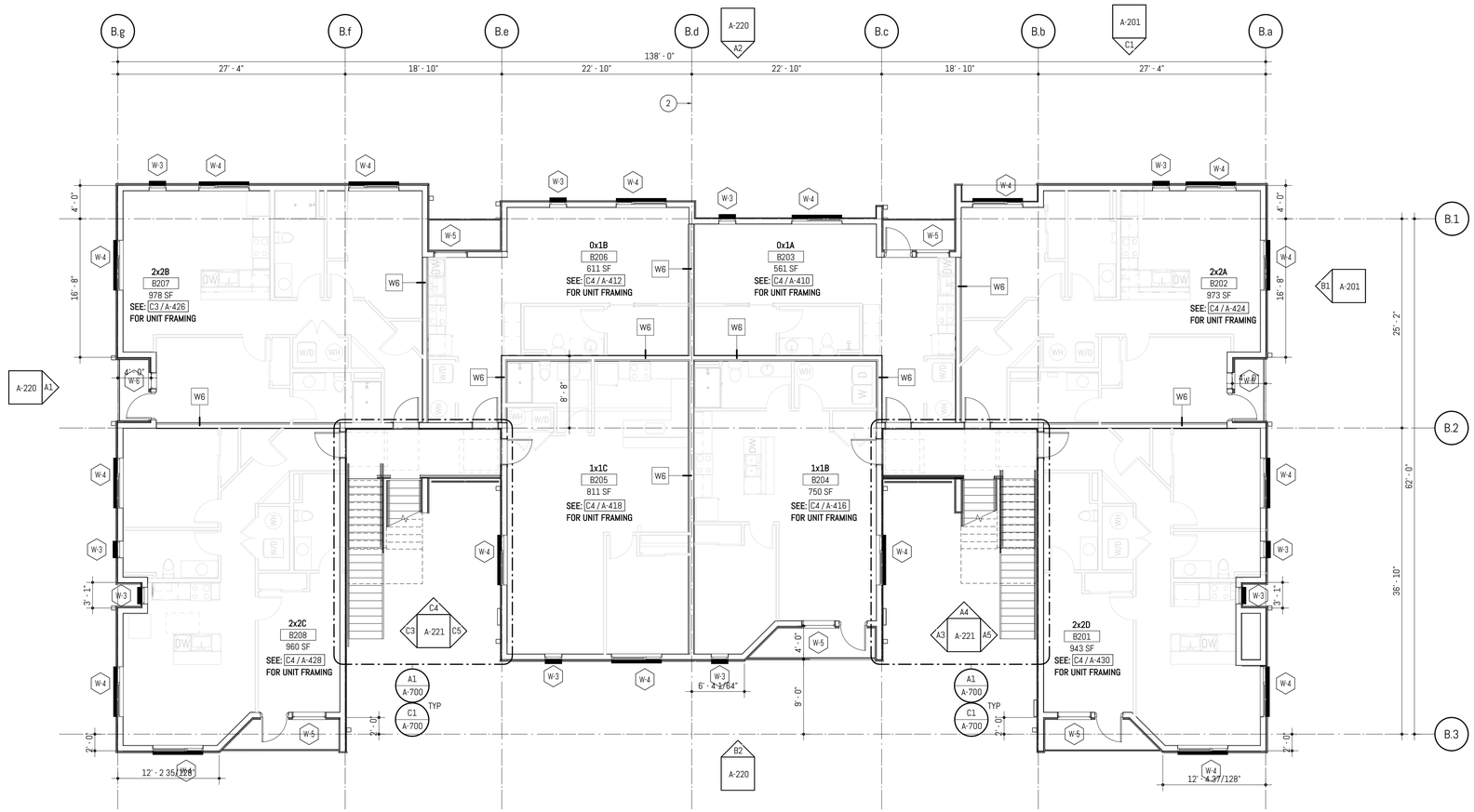
ROOF OVERHANG (ABOVE)

FLOOR PLAN KEYNOTES BY NUMBER

1. ALIGN FACE OF FRAMING
2. GRID X.d FRAMING TO CENTERLINE OF STUD

FLOOR PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION, REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE STEM WALLS AND FACE OF STUD FRAMING, EXCEPT AT GRID X.d WHERE GRIDLINE IS AT THE STUD CENTERLINE.
3. STUDS SHALL BE OFFSET AND ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE PROVIDED AS REQUIRED TO PROVIDE FACE ALIGNMENT OF GYPSUM BOARD.
4. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
5. WALL TYPES SHALL BE CONSTRUCTED AS BELOW. STRUCTURAL REQUIREMENTS PER STRUCTURAL SERIES TAKE PRECEDENT. OWNER SHALL BE NOTIFIED OF ANY DISCREPENCIES PRIOR TO INSTALLATION. CONTRACTOR TO REFER TO SHEET A-000 - CODE PLANS & ELEVATIONS TO CONFIRM FIRE RATING OF WALLS. REFER TO SHEET SERIES A-400 - UNIT FLOOR PLANS, FOR WALL TYPES WITHIN UNITS.
6. FRAMED WALL DIMENSIONS INDICATED FROM FACE OF STUD, UNO.
7. FRAMING SHALL BE FURRED OUT, OR ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE INSTALLED AS REQUIRED TO ALIGN WITH ADJACENT FACE OF FINISH.
8. DOORS ADJACENT TO FRAMED WALLS SHALL BE 4" FROM NEAREST FACE OF STUD UNO.
9. REFER TO A-400, TYPICAL UNIT PLAN SERIES, FOR INTERIOR MINIMUM CLEAR DIMENSIONS. GENERAL CONTRACTOR SHALL REPORT DISCREPNCIES TO OWNER OR ARCHITECT IF FRAMING AND INTERIOR CLEAR DIMENSIONS ARE FOUND TO CONFLICT.
10. STOREFRONT SYSTEMS ARE DIMENSIONED TO JAMBS, REFER TO A-600 FOR ADDITIONAL INFORMATION.



A2 FLOOR PLAN - BUILDING B & D - LEVEL 2
SCALE: 1/8" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

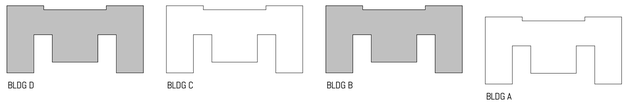
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG B & D - LEVEL 2

SHEET NO.
A-121

PLOT DATE & TIME: 5/18/2022 4:45:05 PM

BUILDING KEY PLAN



FLOOR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

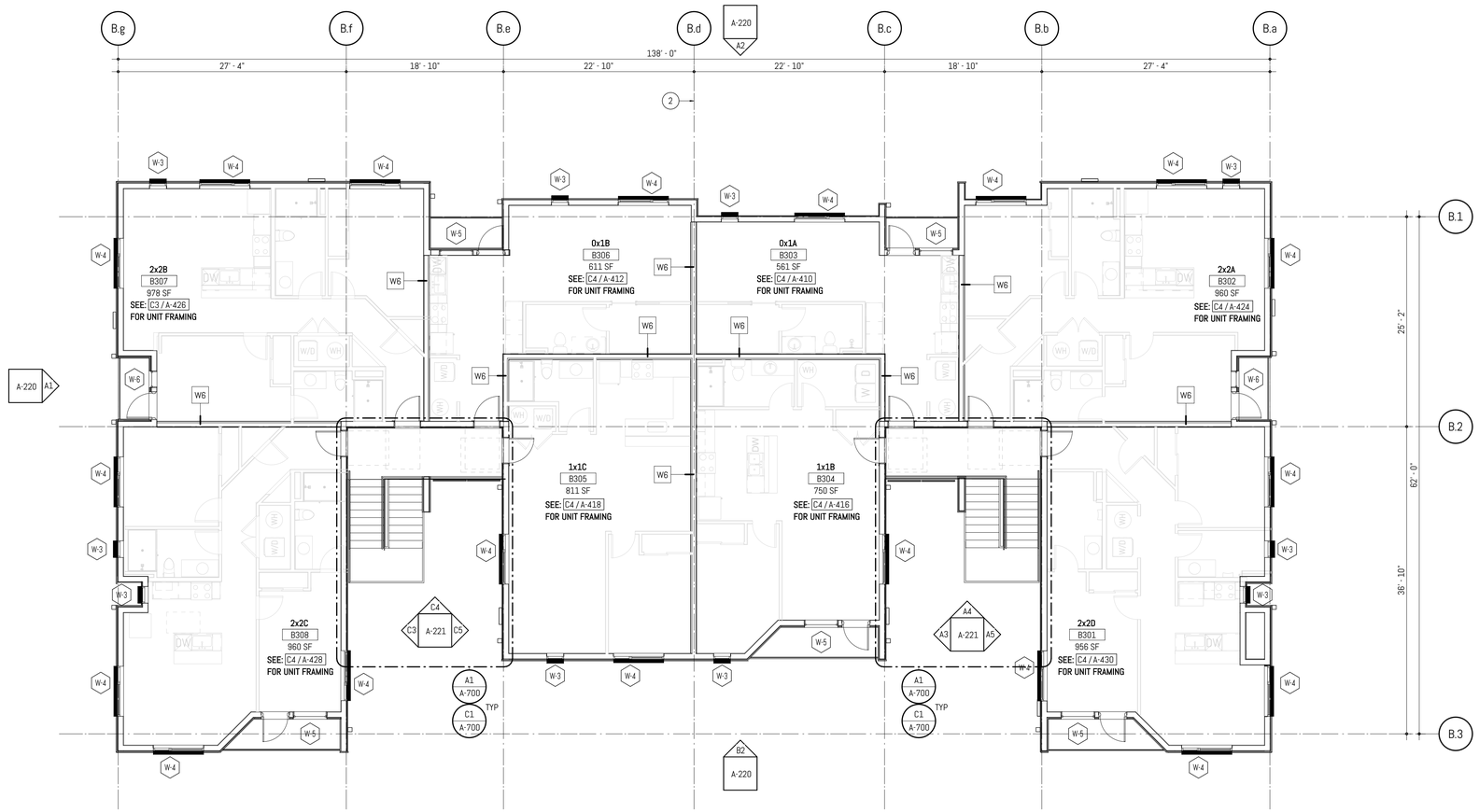
ROOF OVERHANG (ABOVE)

FLOOR PLAN KEYNOTES BY NUMBER

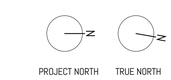
1. ALIGN FACE OF FRAMING
2. GRID X.d FRAMING TO CENTERLINE OF STUD

FLOOR PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION, REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE STEM WALLS AND FACE OF STUD FRAMING, EXCEPT AT GRID X.d WHERE GRIDLINE IS AT THE STUD CENTERLINE.
3. STUDS SHALL BE OFFSET AND ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE PROVIDED AS REQUIRED TO PROVIDE FACE ALIGNMENT OF GYPSUM BOARD.
4. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
5. WALL TYPES SHALL BE CONSTRUCTED AS BELOW. STRUCTURAL REQUIREMENTS PER STRUCTURAL SERIES TAKE PRECEDENT. OWNER SHALL BE NOTIFIED OF ANY DISCREPENCIES PRIOR TO INSTALLATION. CONTRACTOR TO REFER TO SHEET A-000 - CODE PLANS & ELEVATIONS TO CONFIRM FIRE RATING OF WALLS. REFER TO SHEET SERIES A-400 - UNIT FLOOR PLANS, FOR WALL TYPES WITHIN UNITS.
6. FRAMED WALL DIMENSIONS INDICATED FROM FACE OF STUD, UNO.
7. FRAMING SHALL BE FURRED OUT, OR ADDITIONAL LAYERS OF GYPSUM BOARD SHALL BE INSTALLED AS REQUIRED TO ALIGN WITH ADJACENT FACE OF FINISH.
8. DOORS ADJACENT TO FRAMED WALLS SHALL BE 4" FROM NEAREST FACE OF STUD UNO.
9. REFER TO A-400, TYPICAL UNIT PLAN SERIES, FOR INTERIOR MINIMUM CLEAR DIMENSIONS. GENERAL CONTRACTOR SHALL REPORT DISCREPNCIES TO OWNER OR ARCHITECT IF FRAMING AND INTERIOR CLEAR DIMENSIONS ARE FOUND TO CONFLICT.
10. STOREFRONT SYSTEMS ARE DIMENSIONED TO JAMBS, REFER TO A-600 FOR ADDITIONAL INFORMATION.



A2 FLOOR PLAN - BUILDING B & D - LEVEL 3
SCALE: 1/8" = 1'-0" @ FULL SCALE



PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

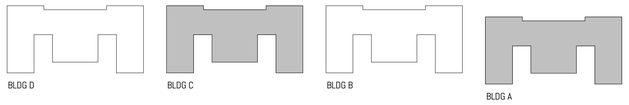
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG B & D - LEVEL 3

SHEET NO.
A-122

PLOT DATE & TIME: 5/18/2022 4:45:07 PM

BUILDING KEY PLAN



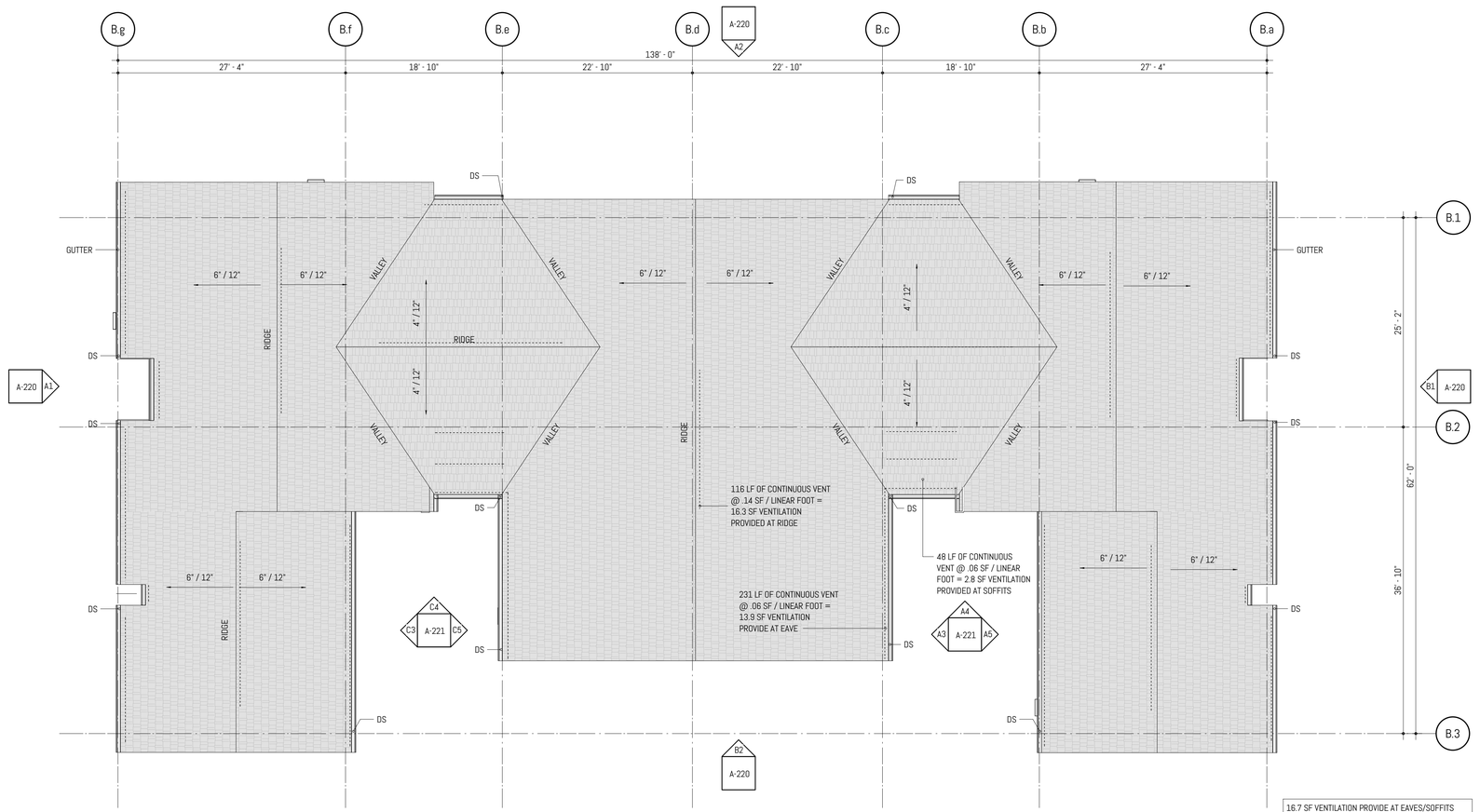
ROOF PLAN GRAPHIC LEGEND

SOFFIT VENTS

ROOF-1,
SEE A-401 - FINISH LEGEND
FOR ADDITIONAL INFORMATION

ROOF PLAN GENERAL NOTES

1. GRIDLINES RUNNING EAST-WEST ARE INDICATED NUMERICALLY, GRIDLINES RUNNING NORTH-SOUTH ARE INDICATED ALPHABETICALLY. EACH GRIDLINE HAS A PREFIX THAT CORRESPONDS TO THE BUILDING LOCATION. REFER TO LEGEND ON THIS SHEET.
2. GRIDLINES ARE LOCATED AT FACE OF CONCRETE WALLS, CENTER OF COLUMNS, FACE OF STUD FRAMING, U.N.O.
   FOR LOCATIONS OF PIPING, CURBS, VENTS, DUCTS, FANS AND OTHER ITEMS ON THE ROOF SURFACE, REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS. FOR ROOF DRAIN SIZING, REFER TO PLUMBING DRAWINGS.
3. PAINT EXPOSED ROOF-MOUNTED EQUIPMENT, PIPING, ETC. EXCEPT THOSE ITEMS WHICH ARE ALUMINUM OR STAINLESS STEEL. COLOR AS SELECTED BY ARCHITECT.
4. ROOF FLASHING TO BE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.



16.7 SF VENTILATION PROVIDE AT EAVES/SOFFITS
+ 16.3 SF VENTILATION PROVIDED AT RIDGE
= 33 SF VENTILATION BUILDINGS A & C

A2 FLOOR PLAN - BUILDING B & D - ROOF
SCALE: **1/8" = 1'-0"** @ FULL SCALE

PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

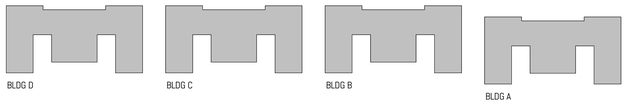
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
FLOOR PLAN BLDG B & D - ROOF

SHEET NO.
A-123

PLOT DATE & TIME: 5/19/2022 4:45:03 PM

BUILDING KEY PLAN



FLOOR PLAN & SLAB EDGE GRAPHIC LEGEND

- EDGE OF FOOTING
- EDGE OF SLAB
- FACE OF STEM WALL
- SLAB EXTENT CHANGES BETWEEN BUILDINGS - REFER TO NOTES ON FLOOR PLAN FOR BUILDING LOCATION AND EXTENTS
- DOWNSPOUTS

FLOOR PLAN & SLAB EDGE GENERAL NOTES

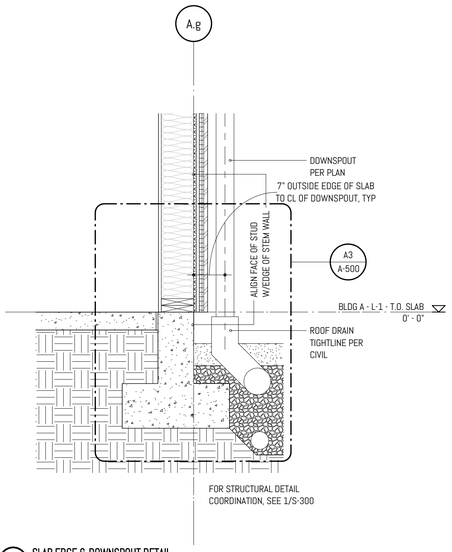
1. THE CONTRACTOR SHALL COMPARE THIS SLAB EDGE PLAN WITH STRUCTURAL DRAWINGS. THE CONTRACTOR SHALL REPORT ANY OMISSIONS OR INCONSISTENCIES TO THE ARCHITECT.
2. DIMENSIONS INDICATED FROM SLAB EDGE U.N.O.
3. STRUCTURAL COLUMNS TO CENTER ON GRIDLINES U.N.O.; REFER TO STRUCTURAL DRAWINGS FOR COLUMN TYPES.
4. OPENINGS AT DESIGN-BUILD EGRESS STAIRS TO BE VERIFIED BY THE MANUFACTURER.
5. EMBED PLATES NOT SHOWN IN SLAB EDGE A-130 SERIES. STRUCTURAL SHEET SET TO SPECIFY EMBED SIZING UNLESS NOTED OTHERWISE IN ARCHITECTURAL SHEET SET.

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

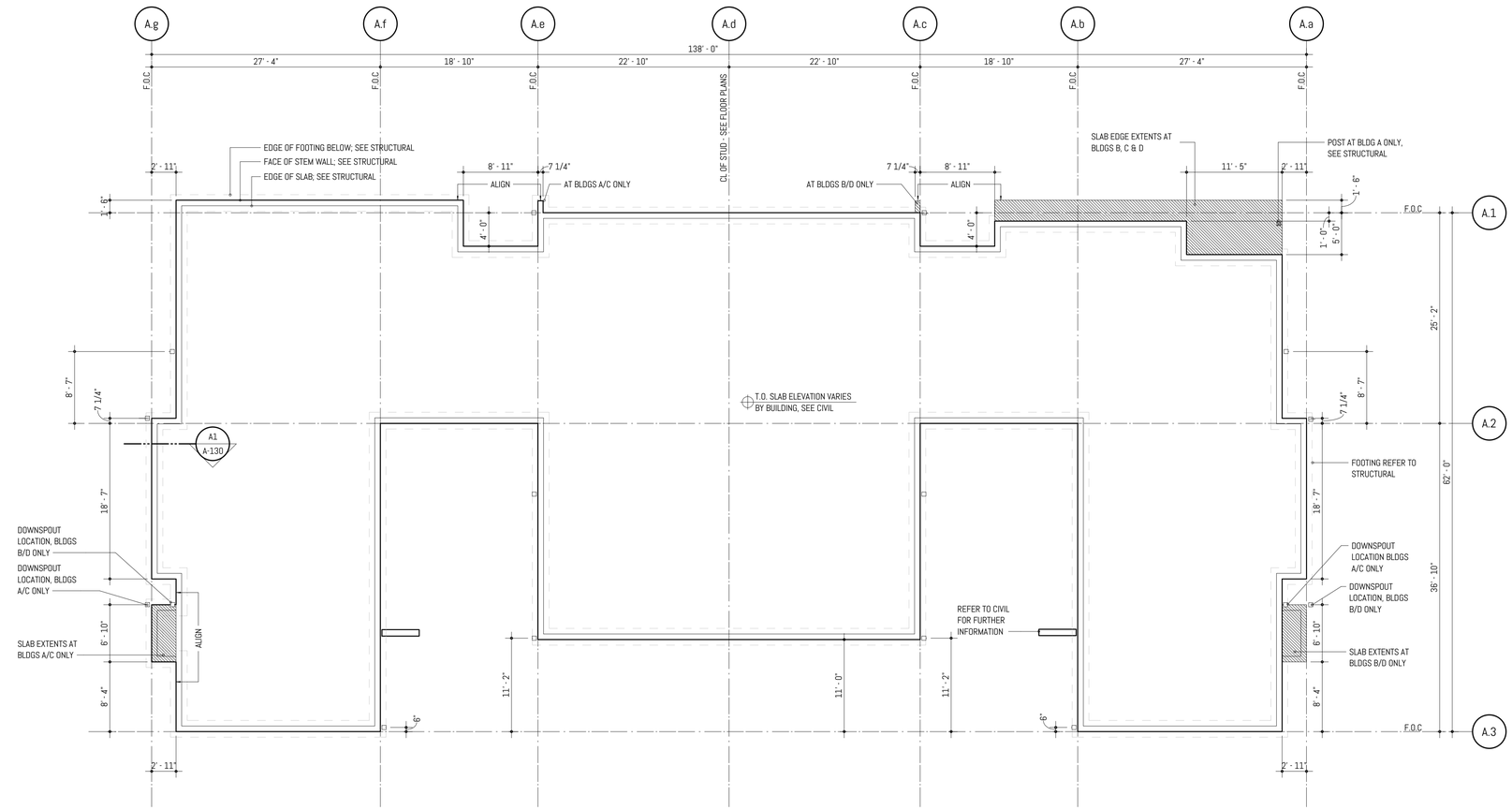
10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501



A1 SLAB EDGE & DOWNSPOUT DETAIL
SCALE: 3/4" = 1'-0" @ FULL SCALE



A2 SLAB EDGE PLAN - TYP BLDG A, B, C, D
SCALE: 1/8" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

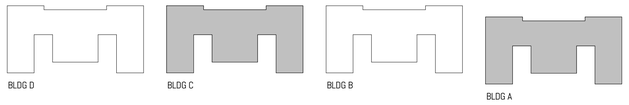
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
SLAB EDGE PLAN - TYP BLDG A, B, C, D

SHEET NO.
A-130

PLOT DATE & TIME: 5/18/2022 4:45:11 PM

BUILDING KEY PLAN



EXTERIOR ELEVATION & BUILDING SECTION GRAPHIC LEGEND

REFER TO SHEET A-400 FOR FINISH LEGEND

- EF-1 LAP SIDING
- EF-2 4' x 10' PANELS
- MECHANICAL EXHAUST VENT & CLEARANCE - REFER TO MECHANICAL
- EF-3 COMPOSITE WOOD SIDING
- EF-4 STANDING SEAM
- ROOF-1 ROOFING SHINGLES

EXTERIOR ELEVATION & BUILDING SECTION KEYNOTES BY NUMBER

1. VEGETATED SCREEN - SEE FINISH LEGEND FOR PRODUCT INFORMATION.

EXTERIOR ELEVATION & BUILDING SECTION GENERAL NOTES

1. EXTERIOR WALL FINISH PANELS DIMENSIONED ACCORDING TO MANUFACTURER-PROVIDED NOMINAL SIZES; INSTALLER TO ADJUST PANEL LAYOUT AS NEEDED TO ACCOMMODATE HORIZONTAL AND VERTICAL JOINTS.
2. EXISTING WALL-HOSTED UTILITY / SERVICE CONNECTIONS TO BE LOCATED AND IDENTIFIED BEFORE COMMENCEMENT OF CONSTRUCTION. UTILITY / SERVICE CONNECTIONS NOT SHOWN IN ARCHITECTURAL DRAWINGS TO BE DOCUMENTED AND REPORTED TO ARCHITECT IN ADVANCE OF WALL FRAMING AND / OR SIDING INSTALLATION.
3. SIDING INSTALLER TO MOCK-UP JOINTS, TRANSITIONS, FASTENER TYPE AND PATTERN, AND APPLIED FINISHES (INCLUDING PAINT AND STAIN) FOR OWNER AND ARCHITECT APPROVAL BEFORE INSTALLATION.
4. SEE SHEET A-200 FOR TYPICAL EXTERIOR ELEVATION NOTE, U.N.O.
5. MATERIAL FINISHES HAVE BEEN ABBREVIATED PER THE FINISH LEGEND - SEE SHEET A-401 FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL BUILDING ELEVATION DIMENSIONS, CALLOUTS, & ANNOTATIONS, SEE SHEET A-200.
7. SEE A-100 SERIES - OVERALL FLOOR PLANS FOR EXTERIOR DOOR TAGS & A-400 SERIES - ENLARGED FLOOR PLANS FOR INTERIOR DOOR TAGS.
8. APPROVED 12" MINUMUM ADDRESS NUMBERING TO BE PROVIDED ON EACH BUILDING. THE ADDRESS NUMBERING SHALL BE HIGH CONTRAST TO THE CLADDING MATERIAL THEY ARE ATTACHED T. BUILDING SHALL BE ADDRESSED AS FOLLOWS:

BUILDING A:	4302 CAPITOL BLVD SE, TUMWATER WA 98501
BUILDING B:	4312 CAPITOL BLVD SE, TUMWATER WA 98501
BUILDING C:	4408 CAPITOL BLVD SE, TUMWATER WA 98501
BUILDING A:	4422 CAPITOL BLVD SE, TUMWATER WA 98501



B1 BLDG A - NORTH ELEVATION
SCALE: **1/8" = 1'-0"** @ FULL SCALE



B2 BLDG A - EAST ELEVATION
SCALE: **1/8" = 1'-0"** @ FULL SCALE



A1 BLDG A - SOUTH ELEVATION
SCALE: **1/8" = 1'-0"** @ FULL SCALE



A3 BLDG A - WEST ELEVATION
SCALE: **1/8" = 1'-0"** @ FULL SCALE

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

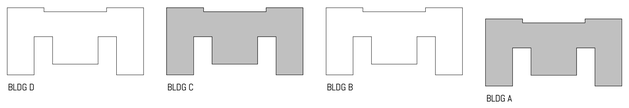
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
EXTERIOR ELEVATIONS - BLDG A & C

SHEET NO.
A-200

PLOT DATE & TIME: 5/18/2022 4:45:16 PM

BUILDING KEY PLAN



EXTERIOR ELEVATION & BUILDING SECTION GRAPHIC LEGEND

REFER TO SHEET A-400 FOR FINISH LEGEND

- EF-1 LAP SIDING
- EF-2 4' x 10' PANELS
- MECHANICAL EXHAUST VENT & CLEARANCE - REFER TO MECHANICAL
- EF-3 COMPOSITE WOOD SIDING
- EF-4 STANDING SEAM
- ROOF-1 ROOFING SHINGLES

EXTERIOR ELEVATION & BUILDING SECTION KEYNOTES BY NUMBER

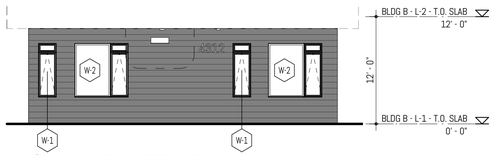
1. VEGETATED SCREEN - SEE FINISH LEGEND FOR PRODUCT INFORMATION.

EXTERIOR ELEVATION & BUILDING SECTION GENERAL NOTES

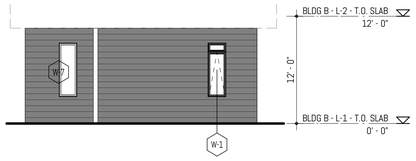
1. EXTERIOR WALL FINISH PANELS DIMENSIONED ACCORDING TO MANUFACTURER-PROVIDED NOMINAL SIZES; INSTALLER TO ADJUST PANEL LAYOUT AS NEEDED TO ACCOMMODATE HORIZONTAL AND VERTICAL JOINTS.
2. EXISTING WALL-HOSTED UTILITY / SERVICE CONNECTIONS TO BE LOCATED AND IDENTIFIED BEFORE COMMENCEMENT OF CONSTRUCTION. UTILITY / SERVICE CONNECTIONS NOT SHOWN IN ARCHITECTURAL DRAWINGS TO BE DOCUMENTED AND REPORTED TO ARCHITECT IN ADVANCE OF WALL FRAMING AND / OR SIDING INSTALLATION.
3. SIDING INSTALLER TO MOCK-UP JOINTS, TRANSITIONS, FASTENER TYPE AND PATTERN, AND APPLIED FINISHES (INCLUDING PAINT AND STAIN) FOR OWNER AND ARCHITECT APPROVAL BEFORE INSTALLATION.
4. SEE SHEET A-200 FOR TYPICAL EXTERIOR ELEVATION NOTE, U.N.O.
5. MATERIAL FINISHES HAVE BEEN ABBREVIATED PER THE FINISH LEGEND - SEE SHEET A-401 FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL BUILDING ELEVATION DIMENSIONS, CALLOUTS, & ANNOTATIONS, SEE SHEET A-200.
7. SEE A-100 SERIES - OVERALL FLOOR PLANS FOR EXTERIOR DOOR TAGS & A-400 SERIES - ENLARGED FLOOR PLANS FOR INTERIOR DOOR TAGS.
8. APPROVED 12" MINUMUM ADDRESS NUMBERING TO BE PROVIDED ON EACH BUILDING. THE ADDRESS NUMBERING SHALL BE HIGH CONTRAST TO THE CLADDING MATERIAL THEY ARE ATTACHED T. BUILDING SHALL BE ADDRESSED AS FOLLOWS:
   - BUILDING A: 4302 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING B: 4312 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING C: 4408 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING A: 4422 CAPITOL BLVD SE, TUMWATER WA 98501

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

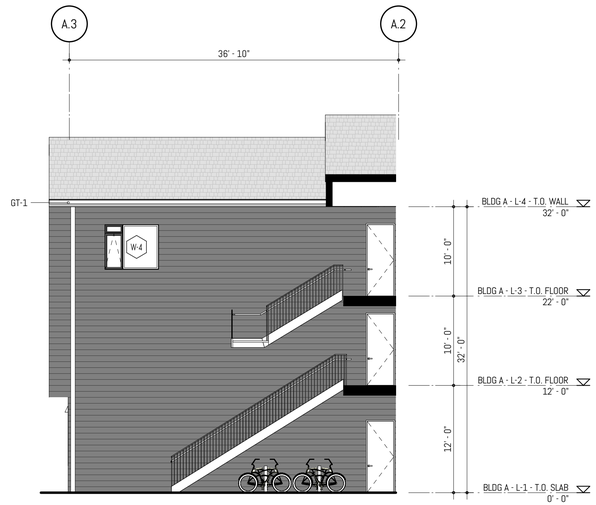
10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON



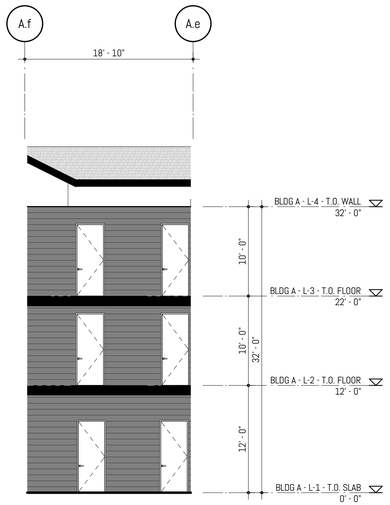
C1 BLDG C - UNIT 1x1D WEST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



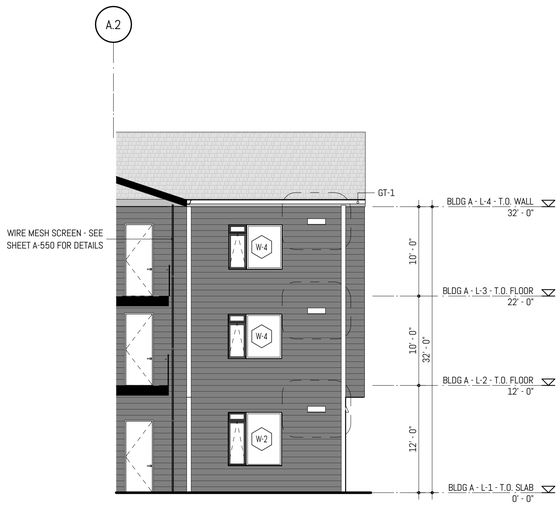
B1 BLDG C - UNIT 1X1D NORTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



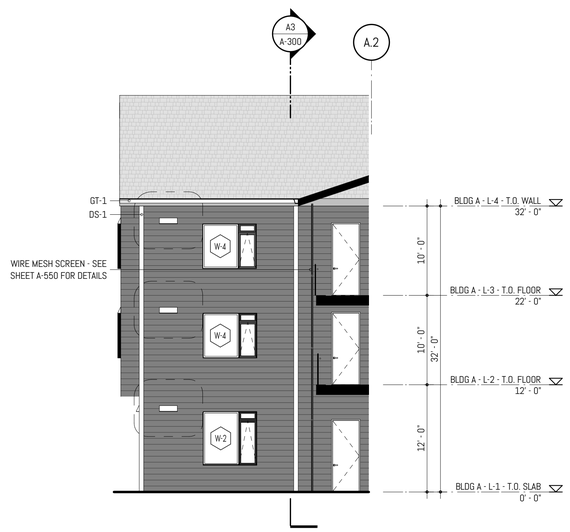
C3 BLDG A - SOUTH COURT - SOUTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



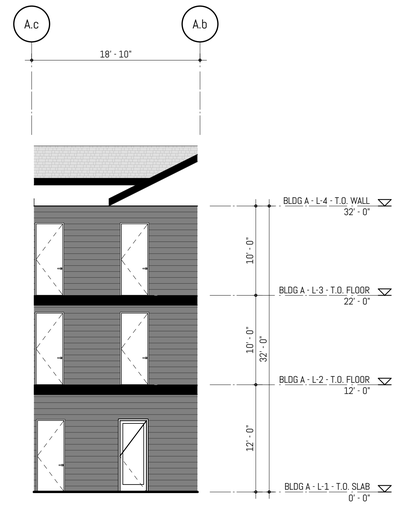
C4 BLDG A - SOUTH COURT - WEST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



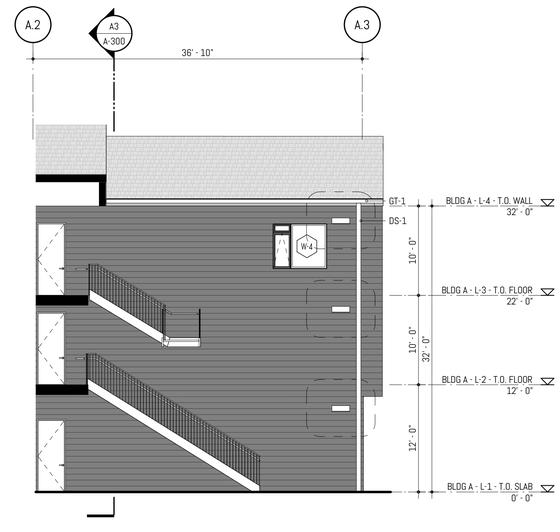
C5 BLDG A - SOUTH COURT - NORTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A3 BLDG A - NORTH COURT - SOUTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A4 BLDG A - NORTH COURT - WEST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A5 BLDG A - NORTH COURT - NORTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: FD

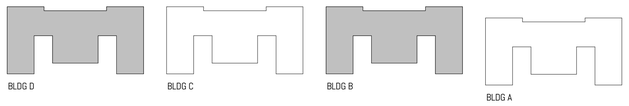
PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
EXTERIOR ELEVATIONS - BLDG A & C UNIT ENTRY

SHEET NO.
A-201

PLOT DATE & TIME: 5/18/2022 4:45:22 PM

BUILDING KEY PLAN



EXTERIOR ELEVATION & BUILDING SECTION GRAPHIC LEGEND

REFER TO SHEET A-400 FOR FINISH LEGEND

- EF-1 LAP SIDING
- EF-2 4' x 10' PANELS
- MECHANICAL EXHAUST VENT & CLEARANCE - REFER TO MECHANICAL
- EF-3 COMPOSITE WOOD SIDING
- EF-4 STANDING SEAM
- ROOF-1 ROOFING SHINGLES

EXTERIOR ELEVATION & BUILDING SECTION KEYNOTES BY NUMBER

1. VEGETATED SCREEN - SEE FINISH LEGEND FOR PRODUCT INFORMATION.

EXTERIOR ELEVATION & BUILDING SECTION GENERAL NOTES

1. EXTERIOR WALL FINISH PANELS DIMENSIONED ACCORDING TO MANUFACTURER-PROVIDED NOMINAL SIZES; INSTALLER TO ADJUST PANEL LAYOUT AS NEEDED TO ACCOMMODATE HORIZONTAL AND VERTICAL JOINTS.
2. EXISTING WALL-HOSTED UTILITY / SERVICE CONNECTIONS TO BE LOCATED AND IDENTIFIED BEFORE COMMENCEMENT OF CONSTRUCTION. UTILITY / SERVICE CONNECTIONS NOT SHOWN IN ARCHITECTURAL DRAWINGS TO BE DOCUMENTED AND REPORTED TO ARCHITECT IN ADVANCE OF WALL FRAMING AND / OR SIDING INSTALLATION.
3. SIDING INSTALLER TO MOCK-UP JOINTS, TRANSITIONS, FASTENER TYPE AND PATTERN, AND APPLIED FINISHES (INCLUDING PAINT AND STAIN) FOR OWNER AND ARCHITECT APPROVAL BEFORE INSTALLATION.
4. SEE SHEET A-200 FOR TYPICAL EXTERIOR ELEVATION NOTE, U.N.O.
5. MATERIAL FINISHES HAVE BEEN ABBREVIATED PER THE FINISH LEGEND - SEE SHEET A-401 FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL BUILDING ELEVATION DIMENSIONS, CALLOUTS, & ANNOTATIONS, SEE SHEET A-200.
7. SEE A-100 SERIES - OVERALL FLOOR PLANS FOR EXTERIOR DOOR TAGS & A-400 SERIES - ENLARGED FLOOR PLANS FOR INTERIOR DOOR TAGS.
8. APPROVED 12" MINUMUM ADDRESS NUMBERING TO BE PROVIDED ON EACH BUILDING. THE ADDRESS NUMBERING SHALL BE HIGH CONTRAST TO THE CLADDING MATERIAL THEY ARE ATTACHED T. BUILDING SHALL BE ADDRESSED AS FOLLOWS:
   - BUILDING A: 4302 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING B: 4312 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING C: 4408 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING A: 4422 CAPITOL BLVD SE, TUMWATER WA 98501



B1 BLDG B - NORTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



B2 BLDG B - EAST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A1 BLDG B - SOUTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A2 BLDG B - WEST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE

PLOT DATE & TIME: 5/18/2022 4:45:26 PM

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408 & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

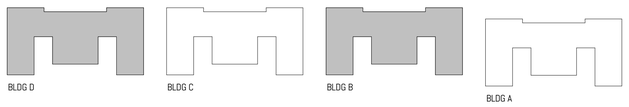
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: FD

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
EXTERIOR ELEVATIONS - BLDG B & D

SHEET NO.
A-220

BUILDING KEY PLAN



EXTERIOR ELEVATION & BUILDING SECTION GRAPHIC LEGEND

REFER TO SHEET A-400 FOR FINISH LEGEND

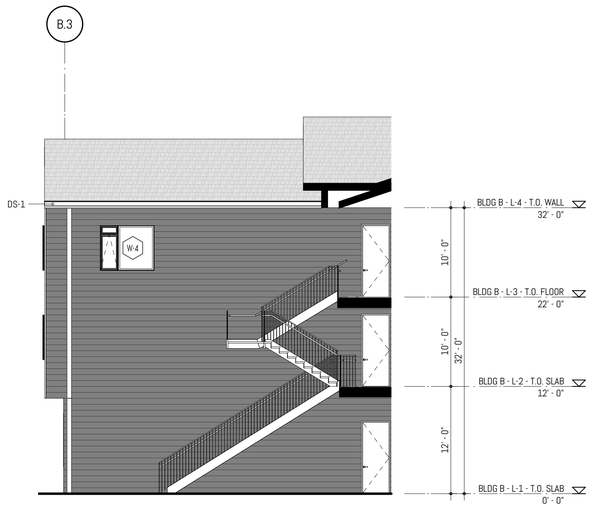
- EF-1 LAP SIDING
- EF-2 4' x 10' PANELS
- MECHANICAL EXHAUST VENT & CLEARANCE - REFER TO MECHANICAL
- EF-3 COMPOSITE WOOD SIDING
- EF-4 STANDING SEAM
- ROOF-1 ROOFING SHINGLES

EXTERIOR ELEVATION & BUILDING SECTION KEYNOTES BY NUMBER

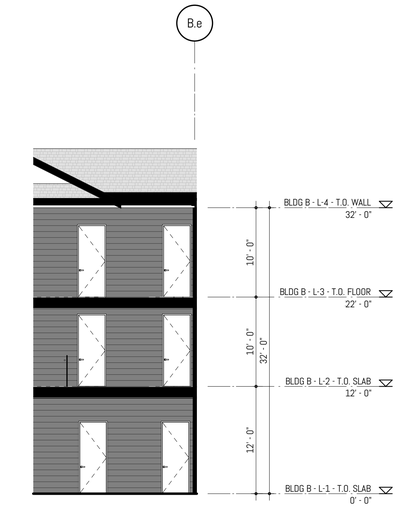
1. VEGETATED SCREEN - SEE FINISH LEGEND FOR PRODUCT INFORMATION.

EXTERIOR ELEVATION & BUILDING SECTION GENERAL NOTES

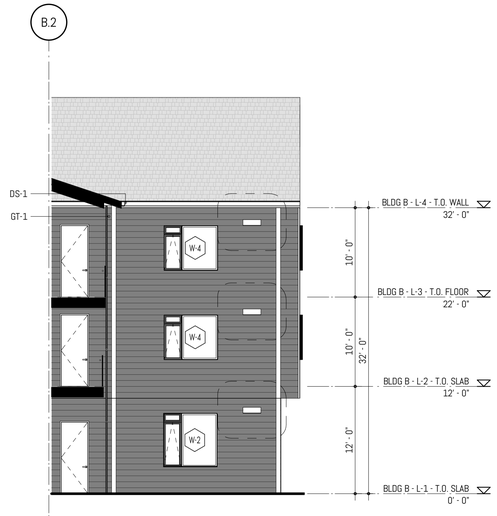
1. EXTERIOR WALL FINISH PANELS DIMENSIONED ACCORDING TO MANUFACTURER-PROVIDED NOMINAL SIZES; INSTALLER TO ADJUST PANEL LAYOUT AS NEEDED TO ACCOMMODATE HORIZONTAL AND VERTICAL JOINTS.
2. EXISTING WALL-HOSTED UTILITY / SERVICE CONNECTIONS TO BE LOCATED AND IDENTIFIED BEFORE COMMENCEMENT OF CONSTRUCTION. UTILITY / SERVICE CONNECTIONS NOT SHOWN IN ARCHITECTURAL DRAWINGS TO BE DOCUMENTED AND REPORTED TO ARCHITECT IN ADVANCE OF WALL FRAMING AND / OR SIDING INSTALLATION.
3. SIDING INSTALLER TO MOCK-UP JOINTS, TRANSITIONS, FASTENER TYPE AND PATTERN, AND APPLIED FINISHES (INCLUDING PAINT AND STAIN) FOR OWNER AND ARCHITECT APPROVAL BEFORE INSTALLATION.
4. SEE SHEET A-200 FOR TYPICAL EXTERIOR ELEVATION NOTE, U.N.O.
5. MATERIAL FINISHES HAVE BEEN ABBREVIATED PER THE FINISH LEGEND - SEE SHEET A-401 FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL BUILDING ELEVATION DIMENSIONS, CALLOUTS, & ANNOTATIONS, SEE SHEET A-200.
7. SEE A-100 SERIES - OVERALL FLOOR PLANS FOR EXTERIOR DOOR TAGS & A-400 SERIES - ENLARGED FLOOR PLANS FOR INTERIOR DOOR TAGS.
8. APPROVED 12" MINUMUM ADDRESS NUMBERING TO BE PROVIDED ON EACH BUILDING. THE ADDRESS NUMBERING SHALL BE HIGH CONTRAST TO THE CLADDING MATERIAL THEY ARE ATTACHED T. BUILDING SHALL BE ADDRESSED AS FOLLOWS:
   - BUILDING A: 4302 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING B: 4312 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING C: 4408 CAPITOL BLVD SE, TUMWATER WA 98501
   - BUILDING A: 4422 CAPITOL BLVD SE, TUMWATER WA 98501



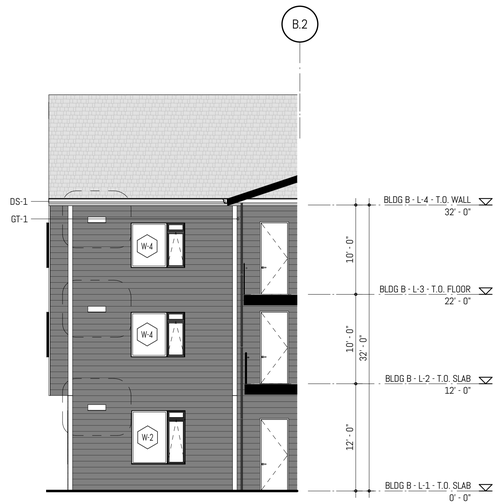
C3 BLDG B - SOUTH COURT - SOUTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



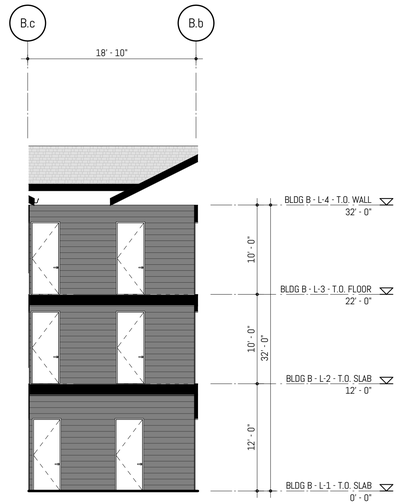
C4 BLDG B - SOUTH COURT - WEST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



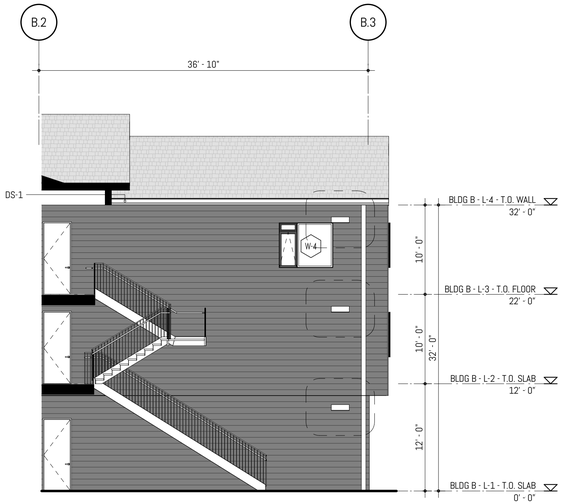
C5 BLDG B - SOUTH COURT - NORTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A3 BLDG B - NORTH COURT - SOUTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A4 BLDG B - NORTH COURT - WEST ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A5 BLDG B - NORTH COURT - NORTH ELEVATION
SCALE: 1/8" = 1'-0" @ FULL SCALE

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: FD

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
EXTERIOR ELEVATIONS - BLDG B & D UNIT ENTRY

SHEET NO.
A-221

PLOT DATE & TIME: 5/18/2022 4:45:28 PM

EXTERIOR ELEVATION & BUILDING SECTION GRAPHIC LEGEND

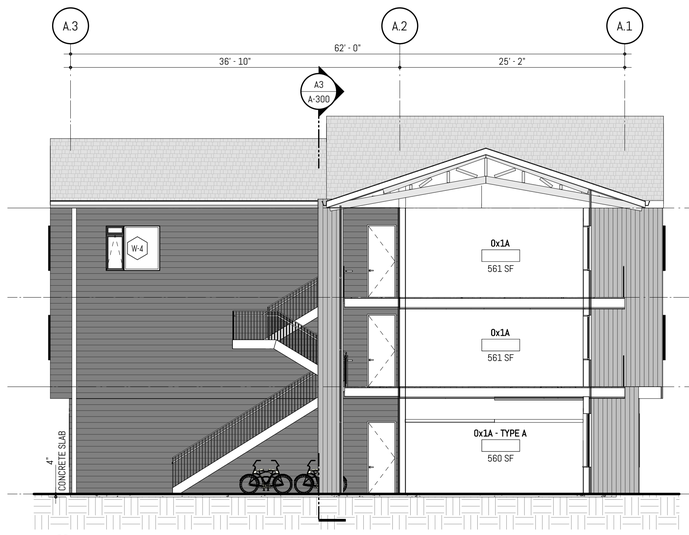
- EF-1 HARDIE LAP SIDING
- EF-2 HARDIE PANELS
- EF-3 CEDAR PLANK SIDING
- EF-4 STANDING SEAM
- ROOF-1 ROOFING SHINGLES

EXTERIOR ELEVATION & BUILDING SECTION KEYNOTES BY NUMBER

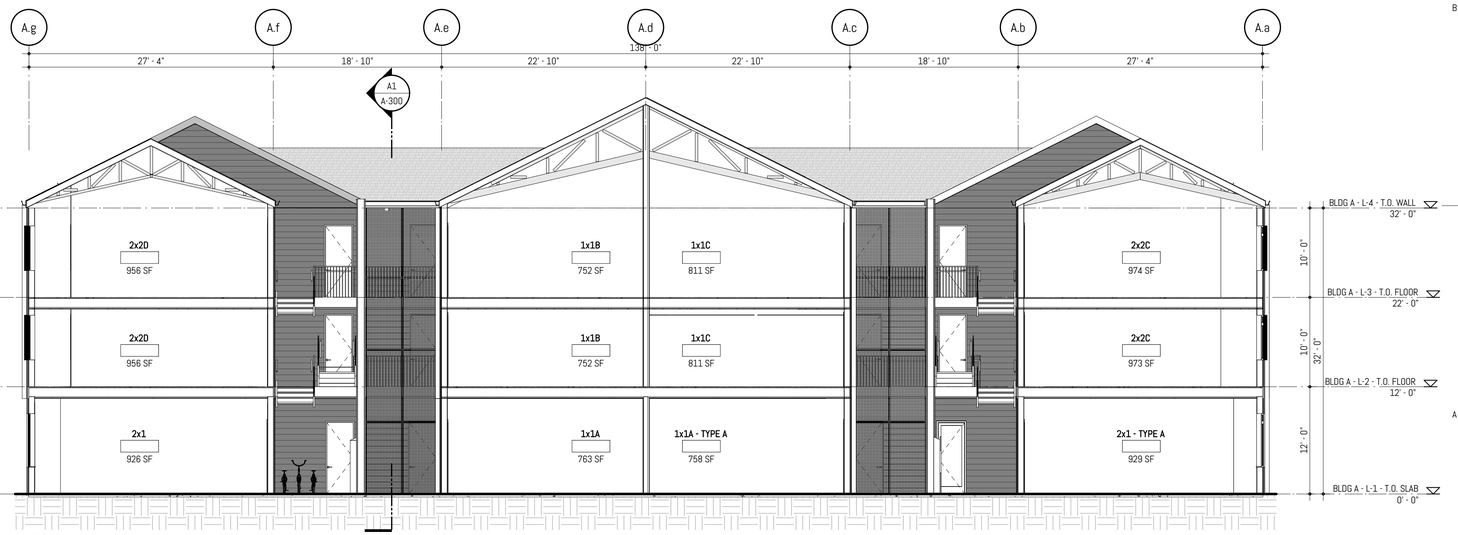
1. VEGETATED SCREEN - SEE FINISH LEGEND FOR PRODUCT INFORMATION.

EXTERIOR ELEVATION & BUILDING SECTION GENERAL NOTES

1. EXTERIOR WALL FINISH PANELS DIMENSIONED ACCORDING TO MANUFACTURER-PROVIDED NOMINAL SIZES; INSTALLER TO ADJUST PANEL LAYOUT AS NEEDED TO ACCOMMODATE HORIZONTAL AND VERTICAL JOINTS.
2. EXISTING WALL-HOSTED UTILITY / SERVICE CONNECTIONS TO BE LOCATED AND IDENTIFIED BEFORE COMMENCEMENT OF CONSTRUCTION. UTILITY / SERVICE CONNECTIONS NOT SHOWN IN ARCHITECTURAL DRAWINGS TO BE DOCUMENTED AND REPORTED TO ARCHITECT IN ADVANCE OF WALL FRAMING AND / OR SIDING INSTALLATION.
3. SIDING INSTALLER TO MOCK-UP JOINTS, TRANSITIONS, FASTENER TYPE AND PATTERN, AND APPLIED FINISHES (INCLUDING PAINT AND STAIN) FOR OWNER AND ARCHITECT APPROVAL BEFORE INSTALLATION.
4. SEE SHEET A-200 FOR TYPICAL EXTERIOR ELEVATION NOTE, U.N.O.
5. MATERIAL FINISHES HAVE BEEN ABBREVIATED PER THE FINISH LEGEND - SEE SHEET A-401 FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL BUILDING ELEVATION DIMENSIONS, CALLOUTS, & ANNOTATIONS, SEE SHEET A-200.
7. SEE A-100 SERIES - OVERALL FLOOR PLANS FOR EXTERIOR DOOR TAGS & A-400 SERIES - ENLARGED FLOOR PLANS FOR INTERIOR DOOR TAGS.



A1 BLDG A - E-W SECTION
SCALE: 1/8" = 1'-0" @ FULL SCALE



A3 BLDG A - N-S SECTION
SCALE: 1/8" = 1'-0" @ FULL SCALE

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
BUILDING SECTIONS - TYP

SHEET NO.
A-300

PLOT DATE & TIME: 5/18/2022 4:45:32 PM

A1 WALL SECTION A - EAST WALL
SCALE: 1/2" = 1'-0" @ FULL SCALE

A4 WALL SECTION B - EAST WALL
SCALE: 1/2" = 1'-0" @ FULL SCALE

A5 WALL SECTION A - SOUTH HALLWAY FACE
SCALE: 1/2" = 1'-0" @ FULL SCALE

FERGUSON
ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173
REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

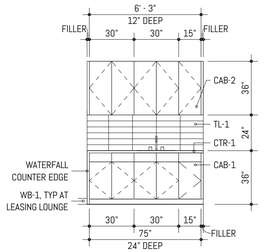
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

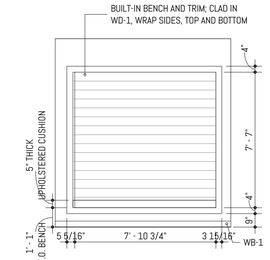
SHEET TITLE:
WALL SECTIONS - TYP

SHEET NO.
A-310

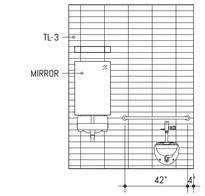
PLOT DATE & TIME: 5/18/2022 4:45:33 PM



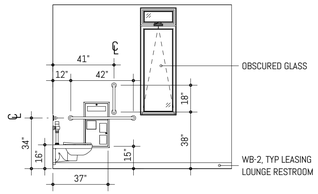
D2 ELEVATION - LEASING LOUNGE CASEWORK
SCALE: **1/4" = 1'-0"** @ FULL SCALE



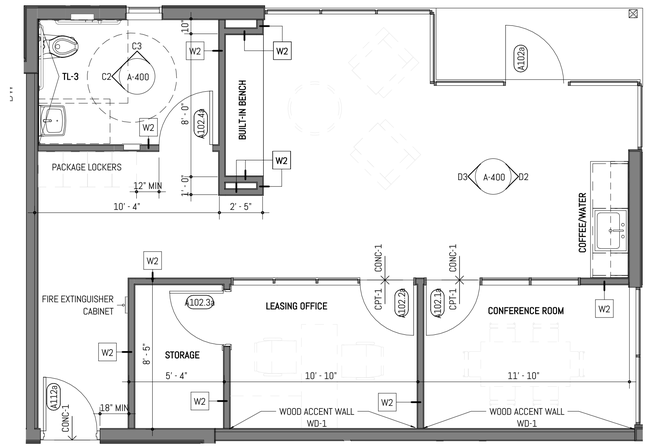
D3 ELEVATION - LEASING LOUNGE BUILT - IN BENCH
SCALE: **1/4" = 1'-0"** @ FULL SCALE



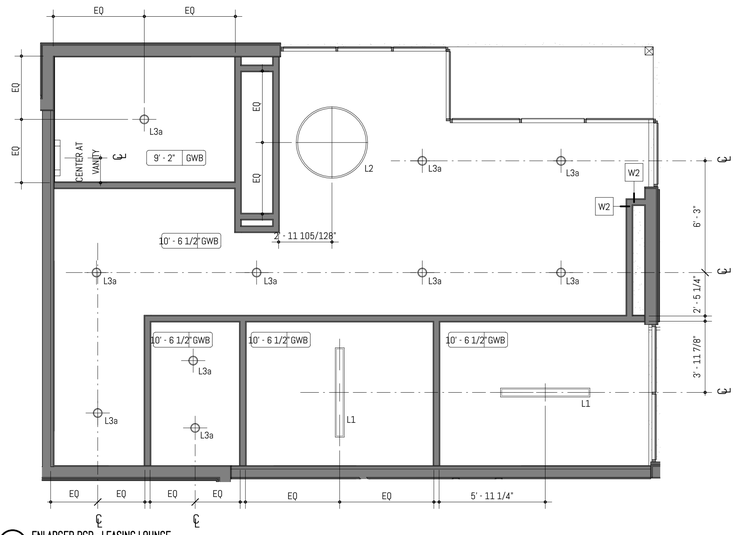
C2 ELEVATION - LEASING LOUNGE RESTROOM 1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 ELEVATION - LEASING LOUNGE RESTROOM 2
SCALE: **1/4" = 1'-0"** @ FULL SCALE



D4 ENLARGED PLAN - LEASING LOUNGE
SCALE: **1/4" = 1'-0"** @ FULL SCALE



B4 ENLARGED RCP - LEASING LOUNGE
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1/4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-6"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A. WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FINISH LEGEND

DESIGNATION	TYPE	MANUFACTURER	PRODUCT NAME/NUMBER	COLOR NAME/NUMBER	FINISH	SIZE	REMARKS
CAB-1	CASEWORK	LANZ OR EQ.			P-LAM 1		CABINET PULLS - RICHELIEU CONTEMPORARY METAL PULL - 5632 BRUSHED NICKEL 5 1/32"
CAB-2	CASEWORK	LANZ OR EQ.			P-LAM 2		CABINET PULLS - RICHELIEU CONTEMPORARY METAL PULL - 5632 BRUSHED NICKEL 5 1/32"
CAB-3	CASEWORK	LANZ OR EQ.			P-LAM 3		CABINET PULLS - RICHELIEU CONTEMPORARY METAL PULL - 5632 BRUSHED NICKEL 5 1/32"
CONC-1	CONCRETE				LIGHT GRIND, POLISH AND SEAL		
CPT-1	CARPET	EF CONTRACT	LANDLINE	LND57 SWITCHBOARD		12'	
CTR-1 (OPT 1)	COUNTERTOP	MSI STONE	Q™	FOSSIL GRAY	POLISHED	2 CM	
CTR-1 (OPT 2)	COUNTERTOP	PENTAL QUARTZ	SORANO POLISHED	BQ8730P	POLISHED	3/4"	
DS-1	DOWNSPOUT			EP-1	PRE-FINISHED MTL	4"	
EF-1	CEMENTITIOUS LAP SIDING	JAMESHARDIE	HARDIEPLANK LAP—SMOOTH				
EF-2	CEMENTITIOUS PANEL SIDING	JAMESHARDIE	REVEAL			4'×8'	
EF-3	COMPOSITE WOOD SIDING						
EF-4	STANDING SEAM	AEP SPAN	SELECT SEAM NARROW BATTEN				24-GAUGE STEEL
GT-1	GUTTER			EP-1	PRE-FINISHED MTL	4"	
LVT-1	VINYL FLOORING	EF CONTRACT	FACET	EFCFC-001 STRAW		7"×48"	
P-1	PAINT	SHERWIN WILLIAMS	SW 7005	PURE WHITE	EGGSHELL		INTERIOR (THROUGHOUT)
P-LAM 1	LAMINATE	WILSONART	TRACELESS	CHARCOAL VELVET 15504-31	TRACELESS FINISH		
P-LAM 2	LAMINATE	FORMICA		BEIGE ELM 5794-NG	NATURAL GRAIN FINISH		
P-LAM 3	LAMINATE	FORMICA		SARUM GREY 2770-58	MATTE		
RF-1	RESILIENT FLOORING	FORBO	MARMOLEUM FRESCO	VOLCANIC ASH / 3872			
RL-1	ALUMINUM GUARDRAIL SYSTEM				POWDER COAT	2"	
ROOF-1	COMPOSITION ROOF SHINGLE	GAF	TIMBERLINE NS	ARCTIC WHITE			
TL-1 (OPT 1)	TILE	THOMPSON TILE & STONE	CALACATTA	VINTAGE WHITE	HONED	3"×12"	SCHLUTER TRIM AT EXPOSED TILE EDGES, TYP.
TL-1 (OPT 2)	TILE	MSI STONE	GRAY GLOSSY SUBWAY TILE	GRAY	GLOSSY	4"×16"	
TL-3	TILE	MSI STONE	WHITE SUBWAY TILE	WHITE	GLOSSY	4"×16"	
WB-1	WALL BASE		PAINTED MDF	PER ELEVATIONS	SEMIGLOSS	1"×4"	
WB-2	WALL BASE	ROPPE	CONTOURS - SIMPLICITY #00	123 CHARCOAL		4"	
WD-1	WOOD PLANKS	TBD	CEDAR PLANKS		STAIN TBD	6"	CLASS A FIRE RATING
WN-1	VINYL WINDOW			BLACK (EXT) / WHITE (INT)	VINYL	SEE SCHED	
WT-1	WINDOW TREATMENT	HUNTER DOUGLAS OR EQ.	ROLLER SHADES	WHITE		3% OPENNESS	EXTERIOR WINDOWS THROUGHOUT - NFPA 101 (CLASS A RATING); NFPA 701; IBC 803. 1.1 (CLASS A RATING)

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

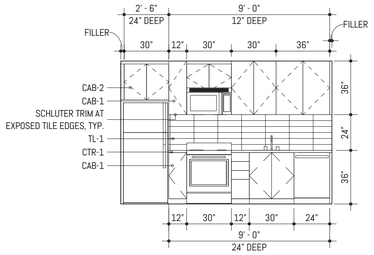
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

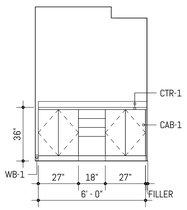
SHEET TITLE:
ENLARGED PLANS & ELEVATIONS - LEASING

SHEET NO.
A-400

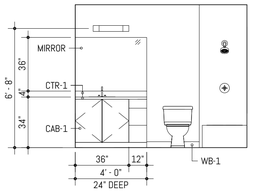
PLOT DATE & TIME: 5/18/2022 4:45:35 PM



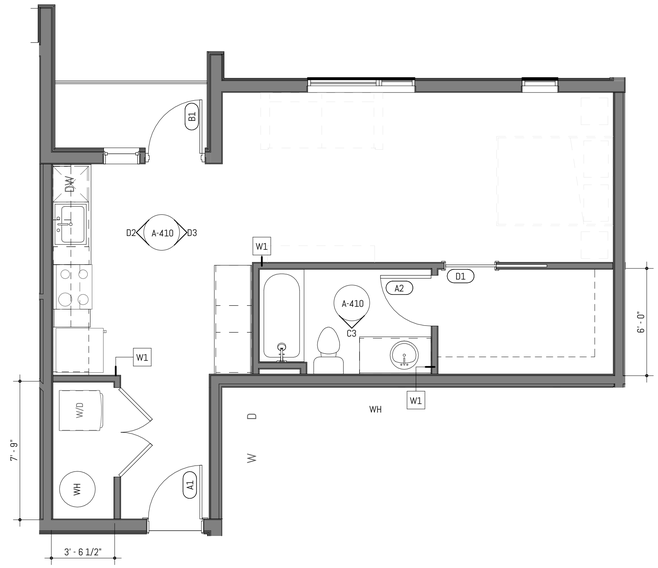
D2 **0X1A - KITCHEN ELEVATION 1**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



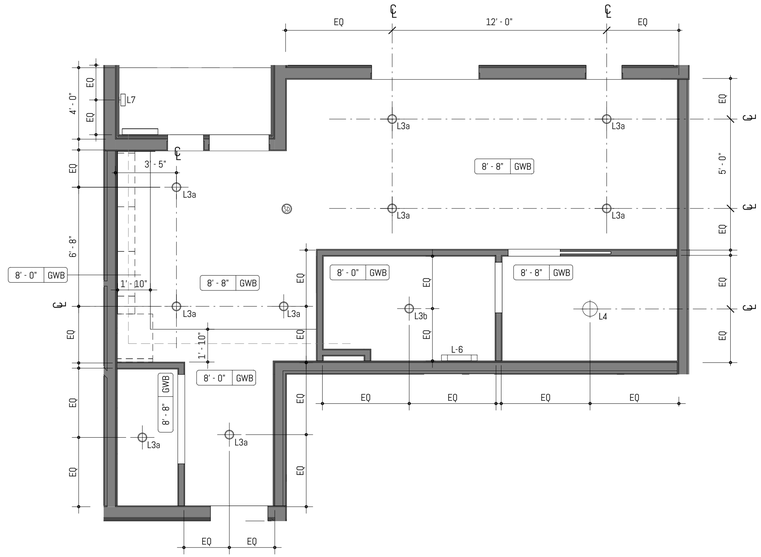
D3 **0X1A - KITCHEN ELEVATION 2**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 **0X1A - BATHROOM ELEVATION**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 **ENLARGED PLAN - 0X1A**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



B4 **ENLARGED RCP - 0X1A**
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1/4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

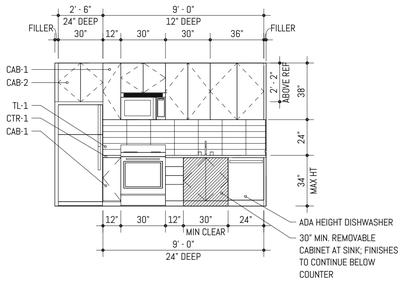
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

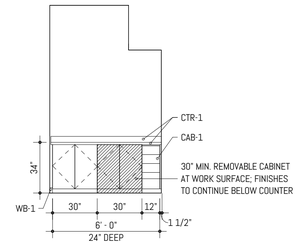
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 0x1A

SHEET NO.
A-410

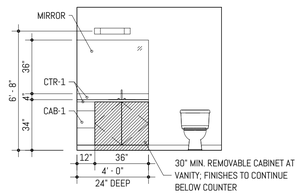
PLOT DATE & TIME: 5/18/2022 4:45:27 PM



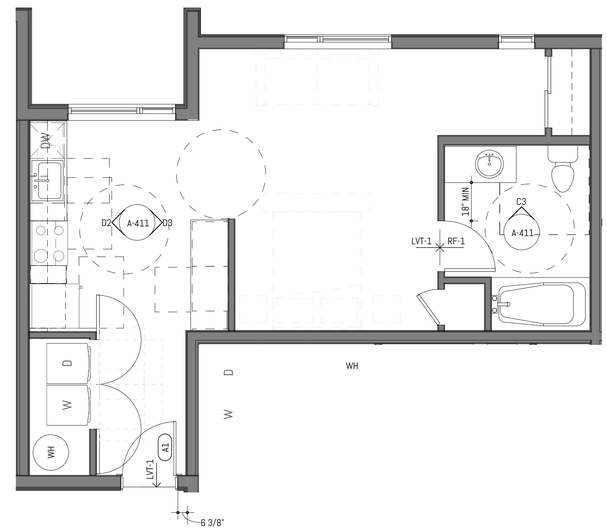
D2 **0X1A - TYPE A - KITCHEN ELEVATION 1**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



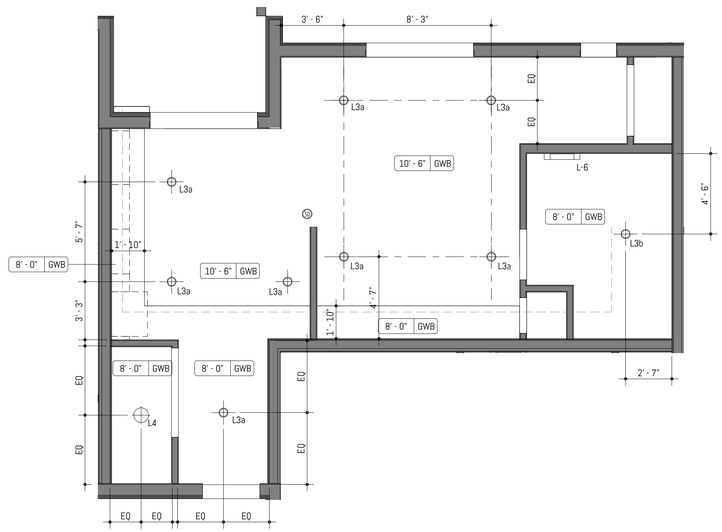
D3 **0X1A - TYPE A - KITCHEN ELEVATION 2**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 **0X1A - TYPE A - BATHROOM ELEVATION**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 **ENLARGED PLAN - 0X1A - TYPE A**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



B4 **ENLARGED RCP - 0X1A - TYPA**
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

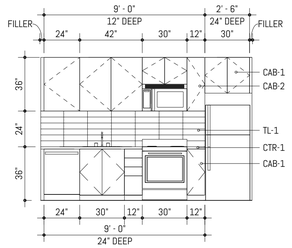
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: AM

PROJECT STATUS:
PERMIT SET
05.06.2022

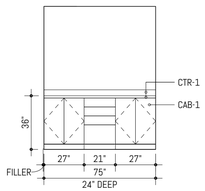
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 0x1A - TYPE A

SHEET NO.
A-411

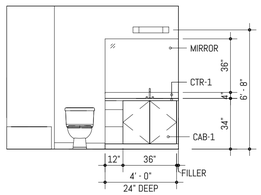
PLOT DATE & TIME: 5/18/2022 4:45:38 PM



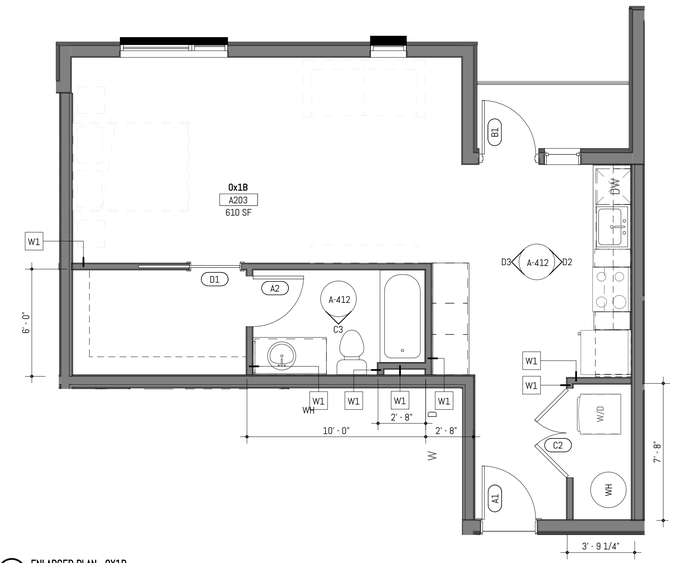
D2 0X1B - KITCHEN ELEVATION 1
SCALE: 1/4" = 1'-0" @ FULL SCALE



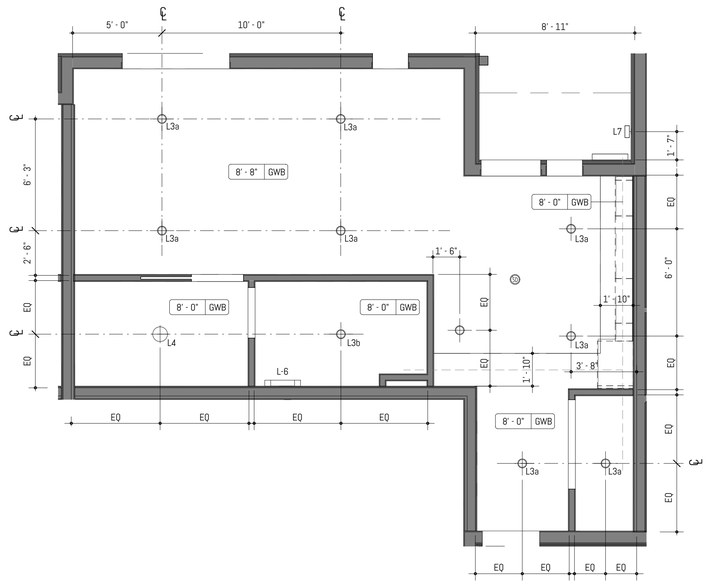
D3 0X1B - KITCHEN ELEVATION 2
SCALE: 1/4" = 1'-0" @ FULL SCALE



C3 0X1B - BATHROOM ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C4 ENLARGED PLAN - 0X1B
SCALE: 1/4" = 1'-0" @ FULL SCALE



B4 ENLARGED RCP - 0X1B LEVEL 2
SCALE: 1/4" = 1'-0" @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

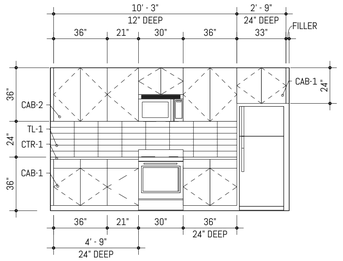
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

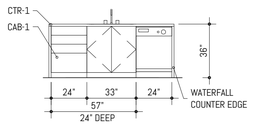
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 0x1B

SHEET NO.
A-412

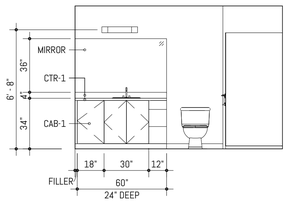
PLOT DATE & TIME: 5/18/2022 4:45:40 PM



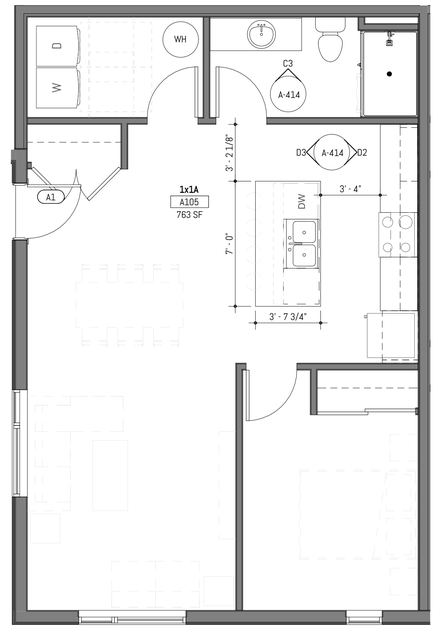
D2 **1X1A - KITCHEN ELEVATION 1**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



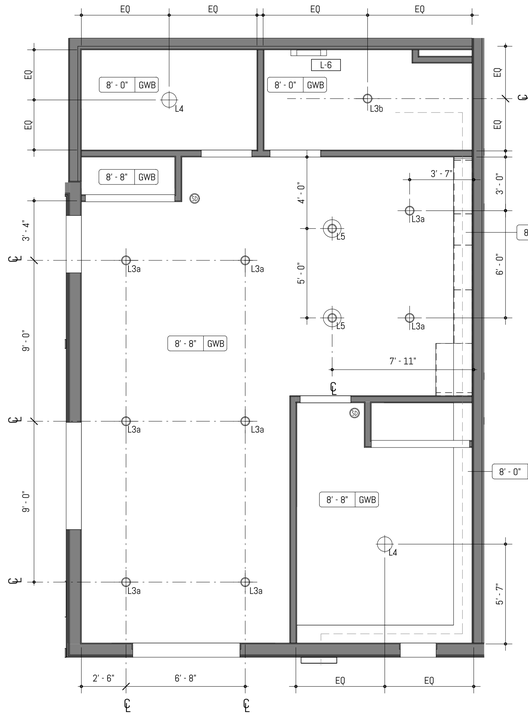
D3 **1X1A - KITCHEN ELEVATION 2**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 **1X1A - BATHROOM ELEVATION**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 **ENLARGED PLAN - 1X1A**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



A4 **ENLARGED RCP - 1X1A**
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

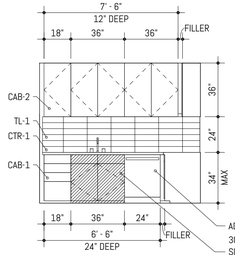
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

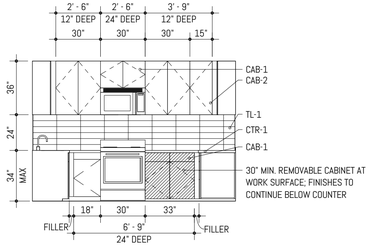
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 1x1A

SHEET NO.
A-414

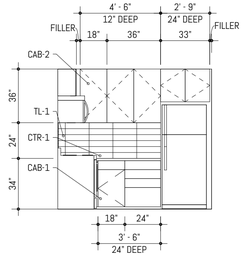
PLOT DATE & TIME: 5/18/2022 4:45:41 PM



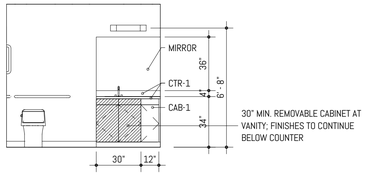
D1 1X1A - TYPE A - KITCHEN ELEVATION 1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



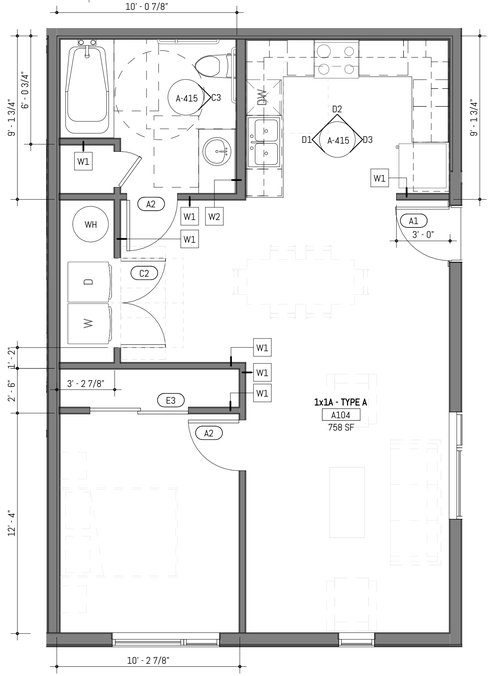
D2 1X1A - TYPE A - KITCHEN ELEVATION 2
SCALE: **1/4" = 1'-0"** @ FULL SCALE



D3 1X1A - TYPE A - KITCHEN ELEVATION 3
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 1X1A - TYPE A - BATHROOM ELEVATION
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 ENLARGED PLAN - 1X1A - TYPE A
SCALE: **1/4" = 1'-0"** @ FULL SCALE

A4 ENLARGED RCP - 1X1A - TYPA
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

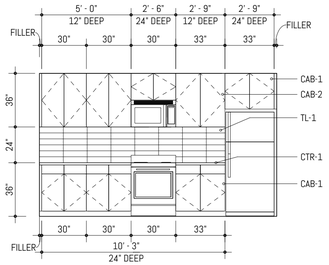
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: AM

PROJECT STATUS:
PERMIT SET
05.06.2022

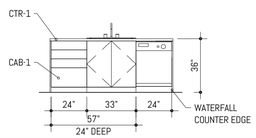
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 1x1A - TYPE A

SHEET NO.
A-415

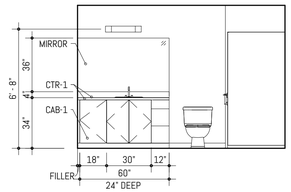
PLOT DATE & TIME: 5/19/2022 4:45:43 PM



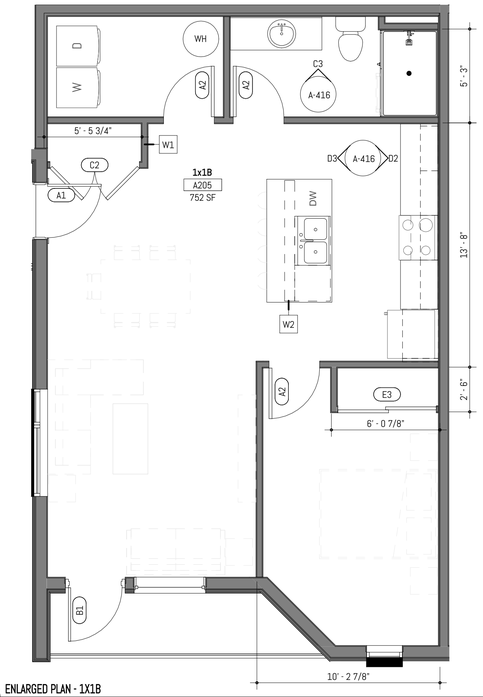
D2 **1X1B - KITCHEN ELEVATION**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



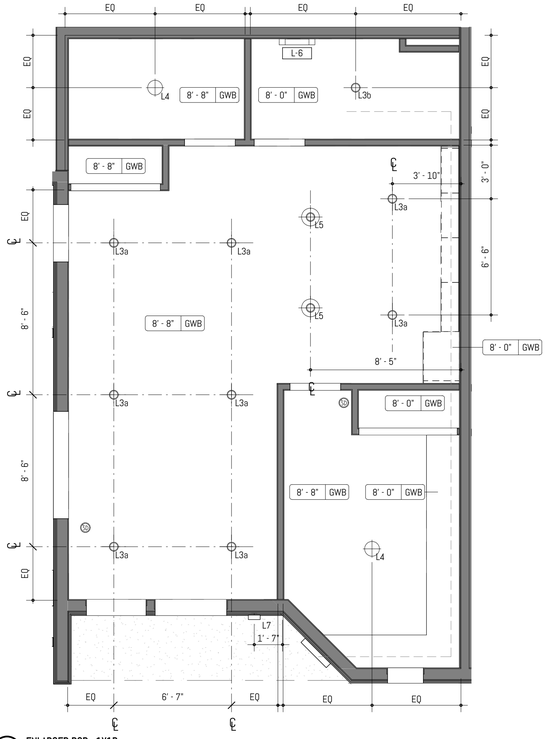
D3 **1X1B - ISLAND ELEVATION**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 **1X1B - BATHROOM ELEVATION**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 **ENLARGED PLAN - 1X1B**
SCALE: **1/4" = 1'-0"** @ FULL SCALE



A4 **ENLARGED RCP - 1X1B**
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1/4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

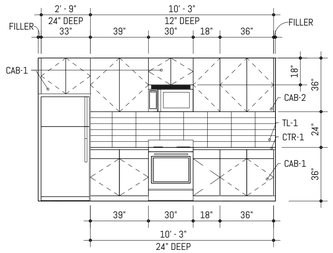
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

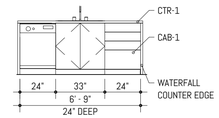
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 1x1B

SHEET NO.
A-416

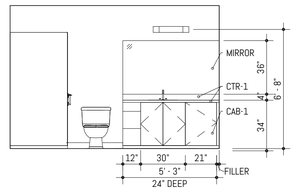
PLOT DATE & TIME: 5/18/2022 4:45:44 PM



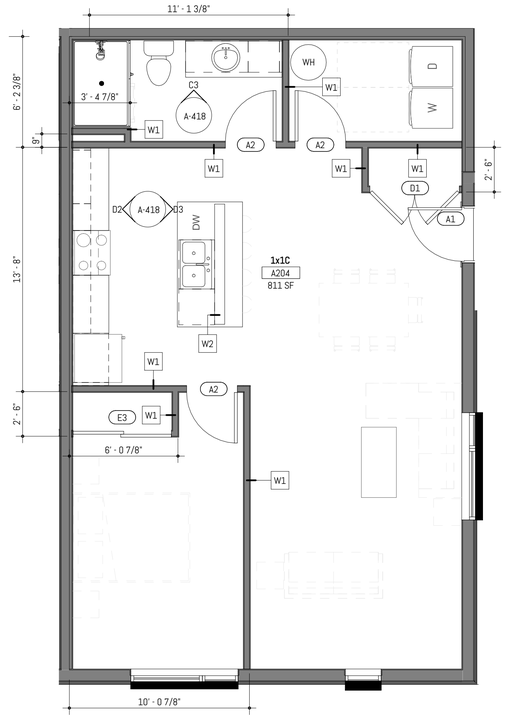
D2 1X1C - KITCHEN ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



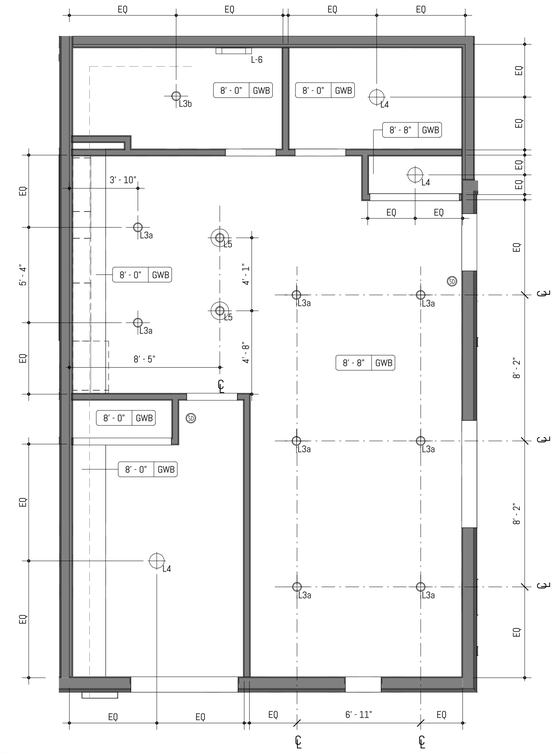
D3 1X1C - KITCHEN ELEVATION ISLAND
SCALE: 1/4" = 1'-0" @ FULL SCALE



C3 1X1C - BATHROOM ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C4 ENLARGED PLAN - 1X1C
SCALE: 1/4" = 1'-0" @ FULL SCALE



A4 ENLARGED RCP - 1X1C
SCALE: 1/4" = 1'-0" @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1/4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS.
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

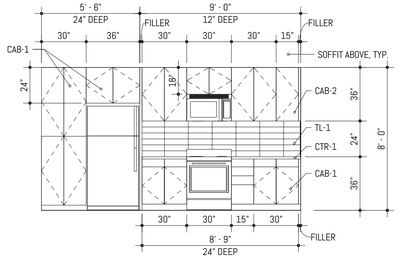
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

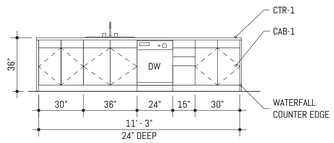
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 1x1C

SHEET NO.
A-418

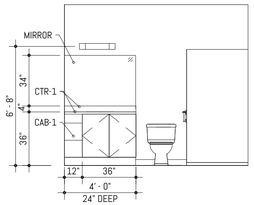
PLOT DATE & TIME: 5/18/2022 4:45:45 PM



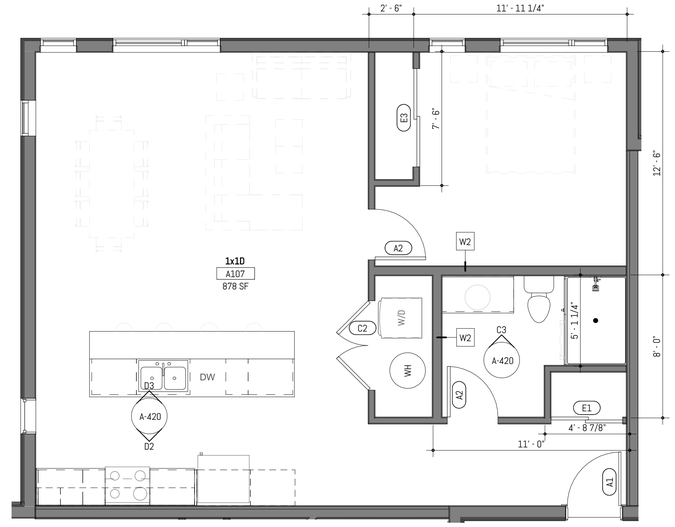
D2 1X1D - KITCHEN ELEVATION 1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



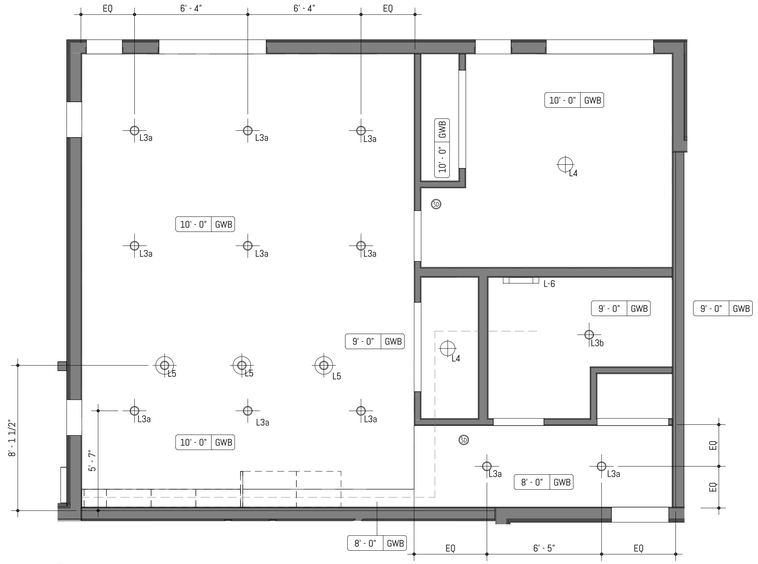
D3 1X1D - KITCHEN ELEVATION 3
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 1X1D - BATHROOM ELEVATION 1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 ENLARGED PLAN - 1X1D
SCALE: **1/4" = 1'-0"** @ FULL SCALE



B4 ENLARGED RCP - 1X1D
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
VD COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

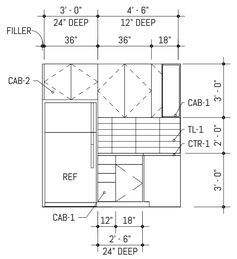
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

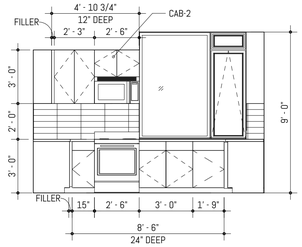
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 1x1D

SHEET NO.
A-420

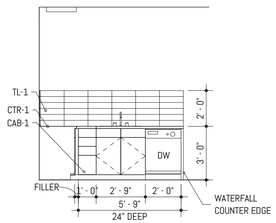
PLOT DATE & TIME: **5/19/2022 4:45:47 PM**



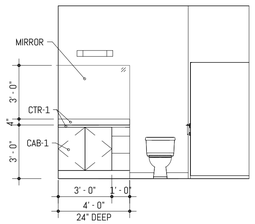
D1 2x1 - KITCHEN ELEVATION 1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



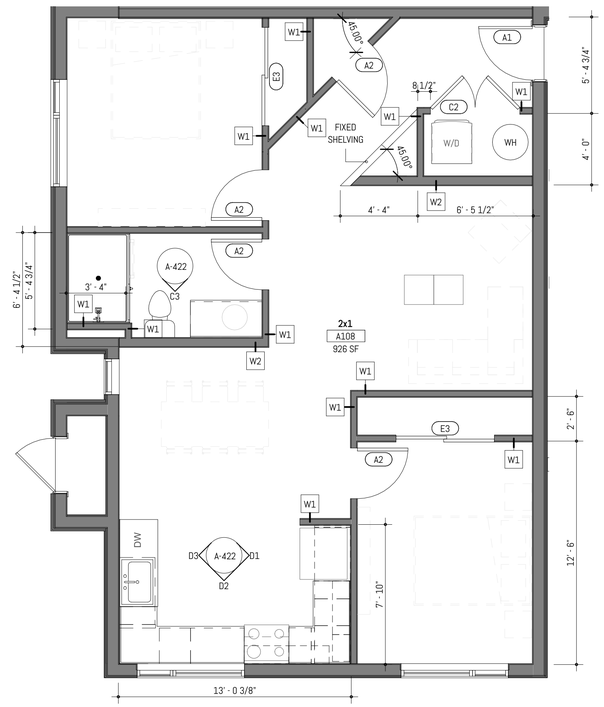
D2 2x1 - KITCHEN ELEVATION 2
SCALE: **1/4" = 1'-0"** @ FULL SCALE



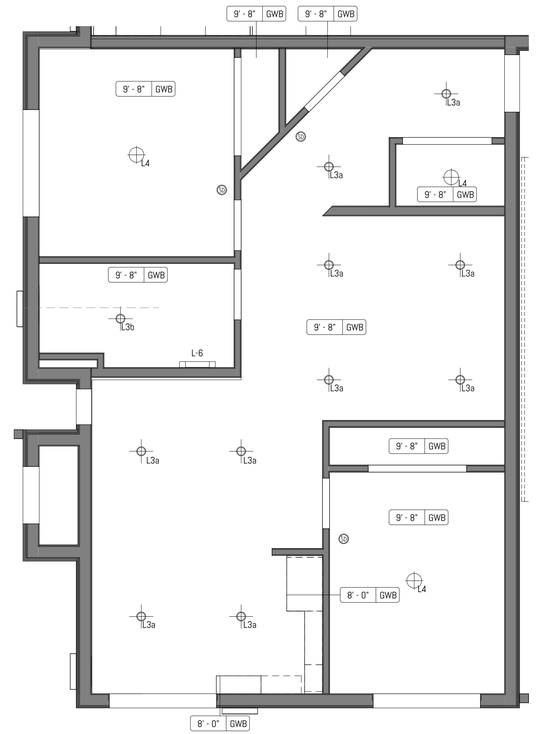
D3 2x1 - KITCHEN ELEVATION 3
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 2x1 - BATHROOM ELEVATION
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 ENLARGED PLAN - 2X1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



A4 ENLARGED RCP - 2X1
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1/4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
(M) COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

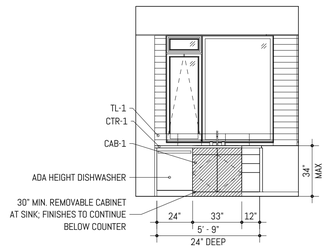
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

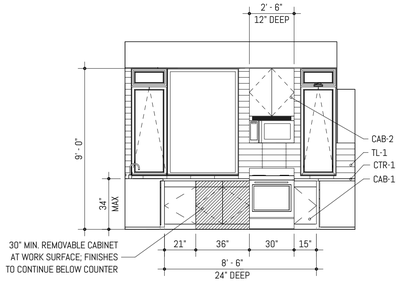
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 2x1

SHEET NO.
A-422

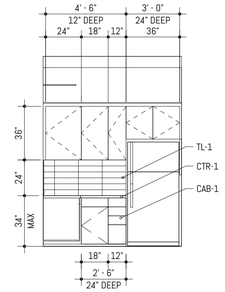
PLOT DATE & TIME: 5/18/2022 4:45:48 PM



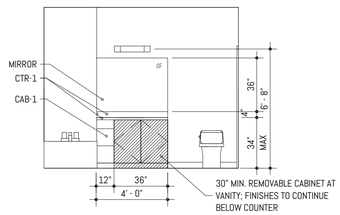
D1 2X1 - TYPE A - KITCHEN ELEVATION 1
SCALE: **1/4" = 1'-0"** @ FULL SCALE



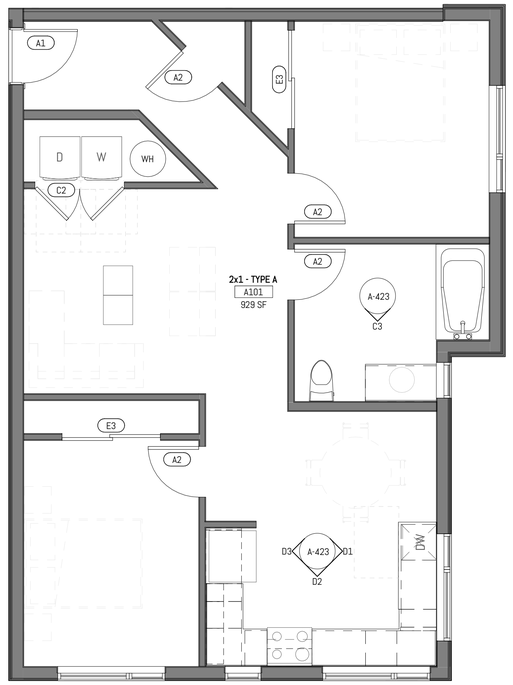
D2 2X1 - TYPE A - KITCHEN ELEVATION 2
SCALE: **1/4" = 1'-0"** @ FULL SCALE



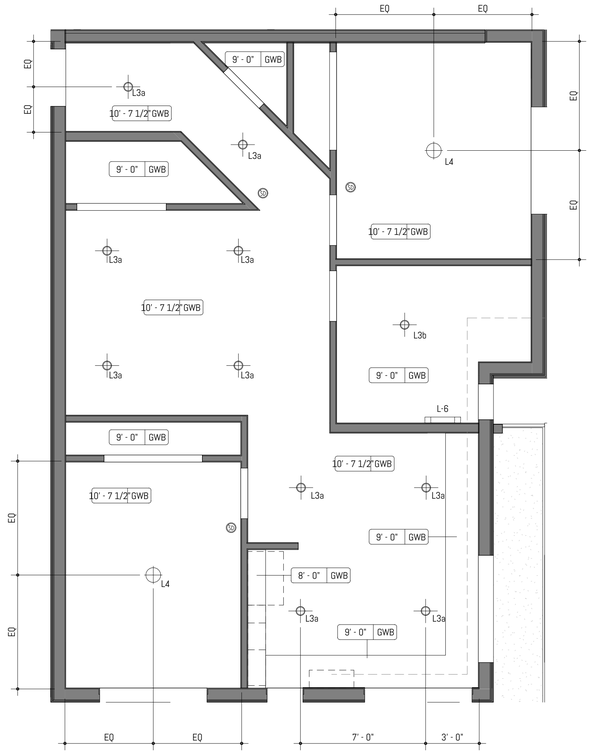
D3 2X1 - TYPE A - KITCHEN ELEVATION 3
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C3 2X1 - TYPE A - BATHROOM ELEVATION
SCALE: **1/4" = 1'-0"** @ FULL SCALE



C4 ENLARGED PLAN - 2X1 - TYPE A
SCALE: **1/4" = 1'-0"** @ FULL SCALE



A4 ENLARGED RCP - 2X1 - TYPE A
SCALE: **1/4" = 1'-0"** @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1/4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

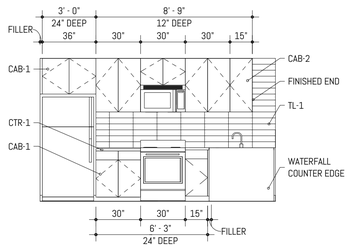
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: AM

PROJECT STATUS:
PERMIT SET
05.06.2022

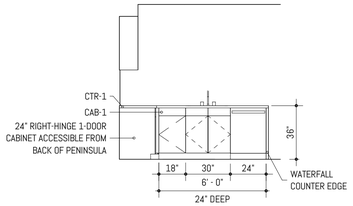
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 2x1 - TYPE A

SHEET NO.
A-423

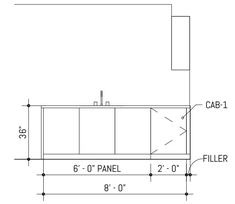
PLOT DATE & TIME: 5/18/2022 4:45:50 PM



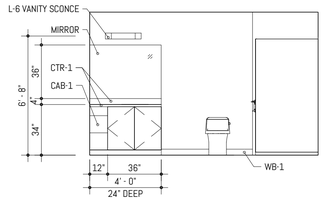
D1 2X2A - KITCHEN ELEVATION 1
SCALE: 1/4" = 1'-0" @ FULL SCALE



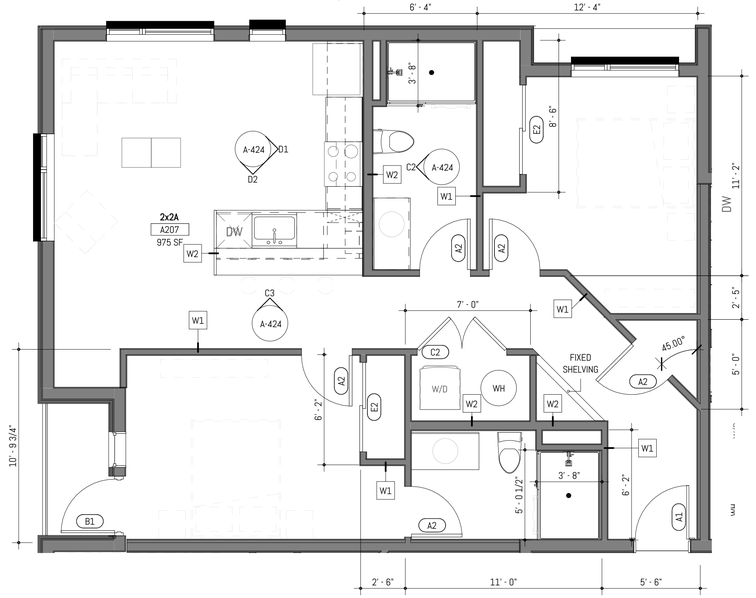
D2 2X2A - KITCHEN ELEVATION 2
SCALE: 1/4" = 1'-0" @ FULL SCALE



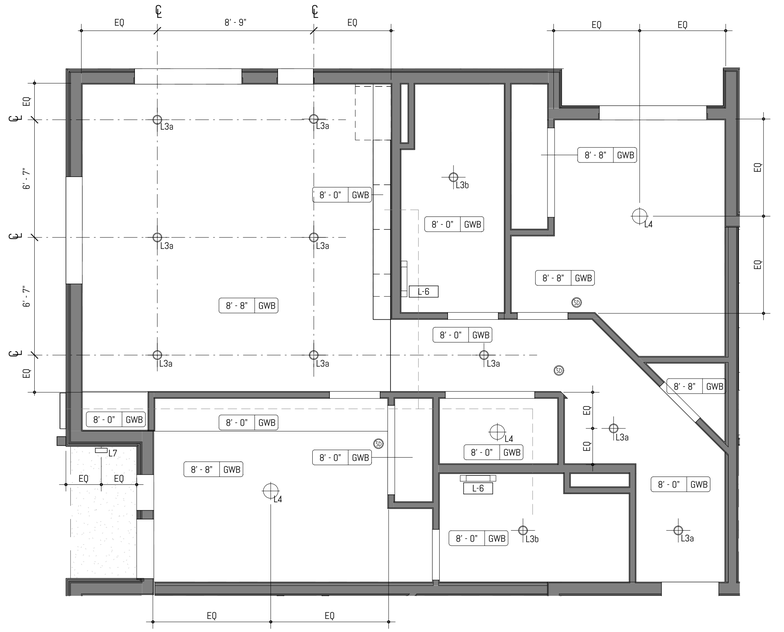
C3 2X2A - KITCHEN ELEVATION 3
SCALE: 1/4" = 1'-0" @ FULL SCALE



C2 2X2A - BATHROOM ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C4 ENLARGED PLAN - 2X2A
SCALE: 1/4" = 1'-0" @ FULL SCALE



B4 ENLARGED RCP - 2X2A
SCALE: 1/4" = 1'-0" @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

- L1 — B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
- L2 — B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
- L3a — SEMI-RECESSED CAN LIGHT
- L3b — WET-RATED RECESSED CAN LIGHT
- L4 — SURFACE MOUNTED CEILING LIGHT
- L5 — B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
- L6 — BATHROOM VANITY SCONCE
- L7 — EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

- WALL CONSTRUCTION
- FURNITURE
- CO — COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT
- PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

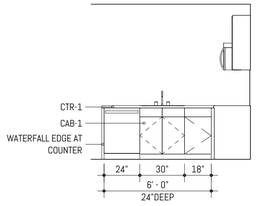
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

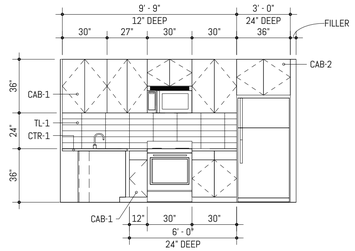
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 2x2A

SHEET NO.
A-424

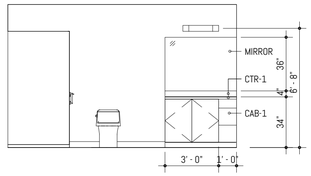
PLOT DATE & TIME: 5/18/2022 4:45:52 PM



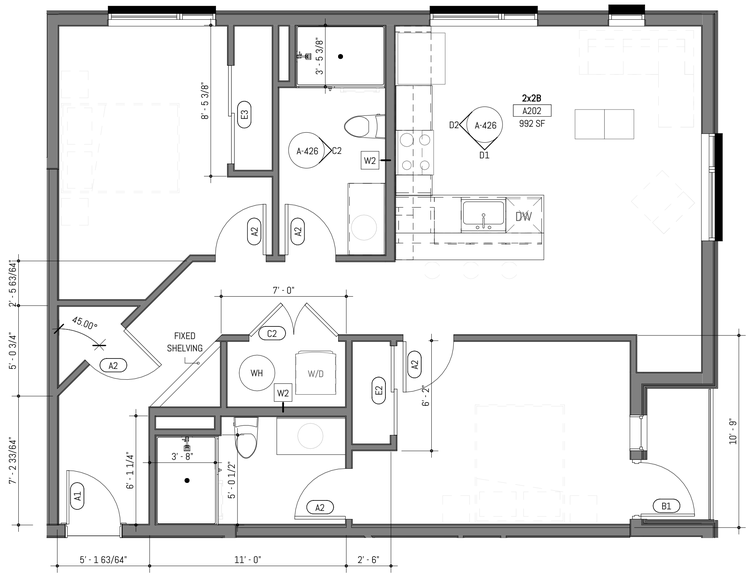
D1 2X2B - KITCHEN ELEVATION 1
SCALE: 1/4" = 1'-0" @ FULL SCALE



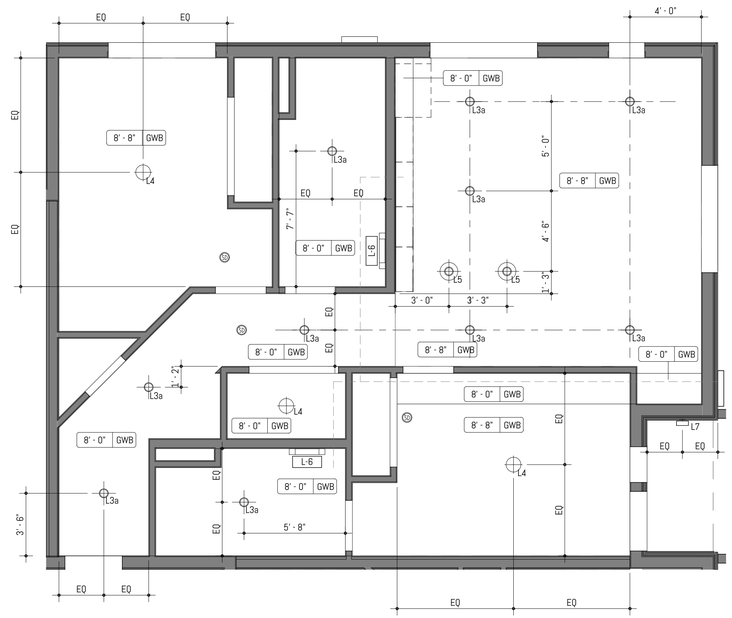
D2 2X2B -KITCHEN ELEVATION 2
SCALE: 1/4" = 1'-0" @ FULL SCALE



C2 2X2B - BATHROOM ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C3 ENLARGED PLAN - 2X2B
SCALE: 1/4" = 1'-0" @ FULL SCALE



B3 ENLARGED RCP - 2X2B
SCALE: 1/4" = 1'-0" @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A. WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1 — B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH

L2 — B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH

L3a — SEMI-RECESSED CAN LIGHT

L3b — WET-RATED RECESSED CAN LIGHT

L4 — SURFACE MOUNTED CEILING LIGHT

L5 — B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH

L6 — BATHROOM VANITY SCONCE

L7 — EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

FURNITURE

CO — COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT

PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

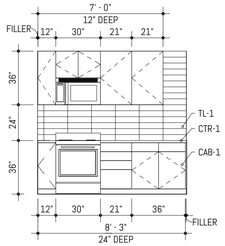
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

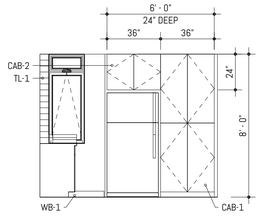
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 2x2B

SHEET NO.
A-426

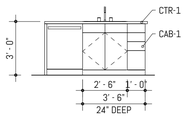
PLOT DATE & TIME: 5/18/2022 4:45:53 PM



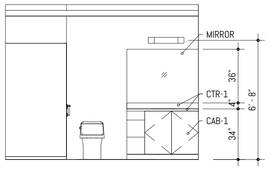
D1 2X2C - KITCHEN ELEVATION 1
SCALE: 1/4" = 1'-0" @ FULL SCALE



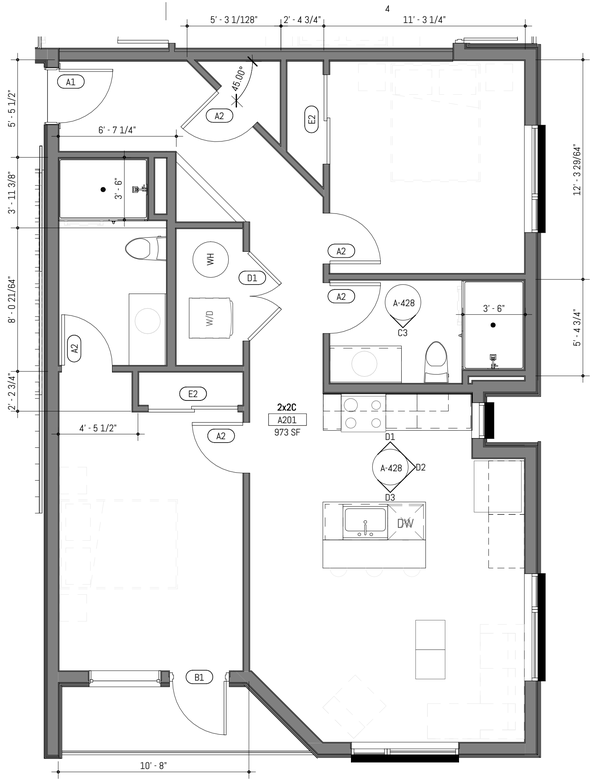
D2 2X2C - KITCHEN ELEVATION 2
SCALE: 1/4" = 1'-0" @ FULL SCALE



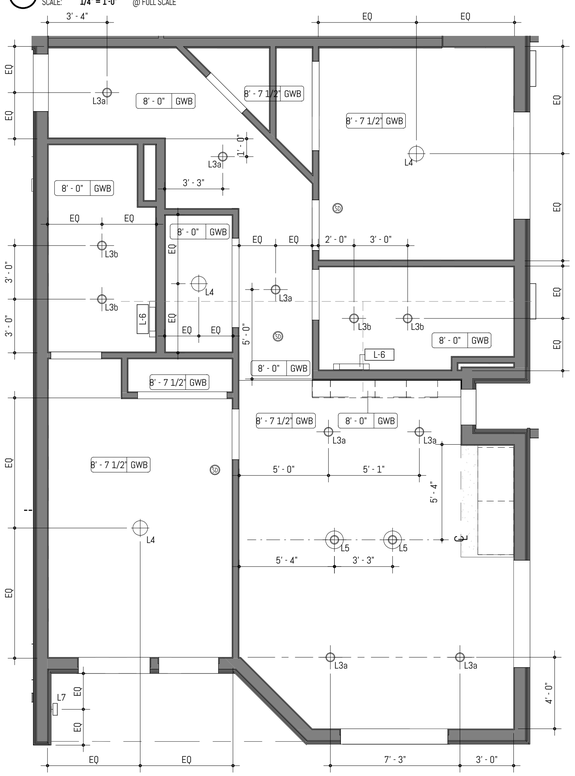
D3 2X2C - KITCHEN ELEVATION 3
SCALE: 1/4" = 1'-0" @ FULL SCALE



C3 2X2C - BATHROOM ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C4 ENLARGED PLAN - 2x2C
SCALE: 1/4" = 1'-0" @ FULL SCALE



A4 ENLARGED RCP - 2X2C
SCALE: 1/4" = 1'-0" @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

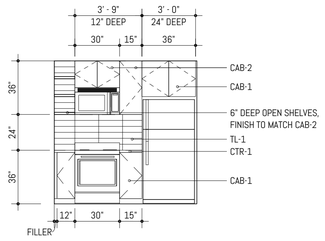
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: Approver
PROJECT ARCHITECT: Designer
DRAWN BY: Author

PROJECT STATUS:
PERMIT SET
05.06.2022

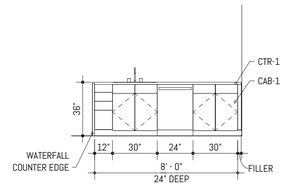
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 2x2C

SHEET NO.
A-428

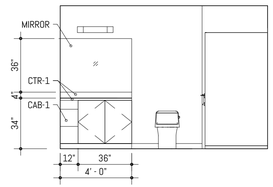
PLOT DATE & TIME: 5/18/2022 4:45:55 PM



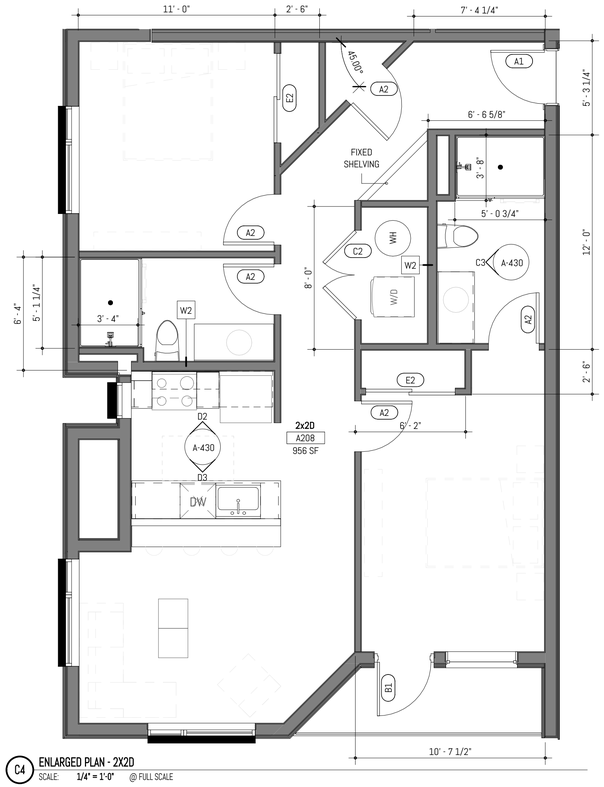
D2 2X2D - KITCHEN ELEVATION 1
SCALE: 1/4" = 1'-0" @ FULL SCALE



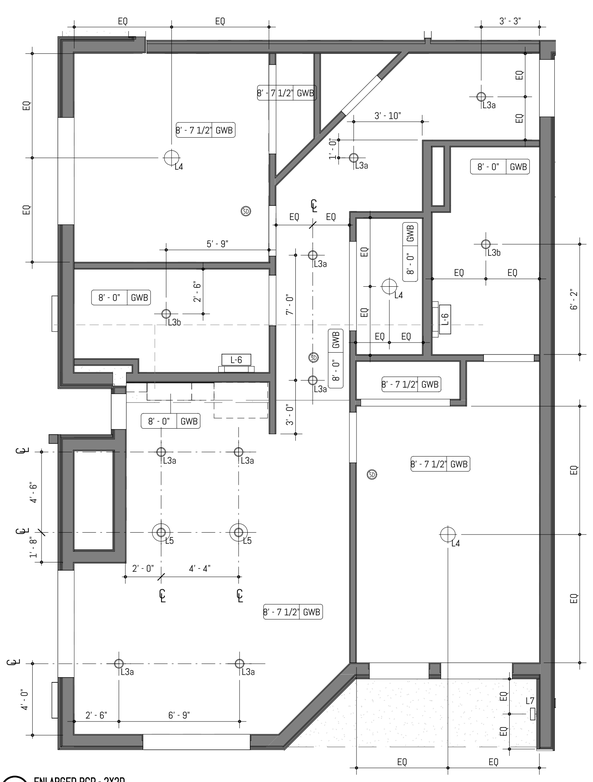
D3 2X2D - KITCHEN ELEVATION 2
SCALE: 1/4" = 1'-0" @ FULL SCALE



C3 2X2D - BATHROOM ELEVATION
SCALE: 1/4" = 1'-0" @ FULL SCALE



C4 ENLARGED PLAN - 2X2D
SCALE: 1/4" = 1'-0" @ FULL SCALE



A4 ENLARGED RCP - 2X2D
SCALE: 1/4" = 1'-0" @ FULL SCALE

ENLARGED PLAN GENERAL NOTES

1. PROVIDE MINIMUM 1'-0" CLEAR FLOOR SPACE AT THE PUSH SIDE OF EVERY DOOR WITH A CLOSER. PROVIDE MINIMUM 1'-6" CLEAR AT THE PULL SIDE OF EVERY DOOR, UNLESS SPECIFICALLY DIMENSIONED, NOTED OR SHOWN OTHERWISE.
2. APPLIANCES CFCI U.N.O.
3. CASEWORK LOCATIONS DIMENSIONED FROM FACE OF FINISHED WALL TO FACE OF CASEWORK FINISH U.N.O.
4. CONTINUE FLOOR FINISH UNDER APPLIANCES AND CABINETS REQUIRING ACCESSIBLE PULL-IN CLEARANCE AND AT REMOVABLE CABINETRY.
5. WALL OUTLETS, FIXTURE COVERINGS, AND PANELS TO MATCH ADJ. WALL FINISH TYP.
6. MOUNT CLOSET RODS AT 48" MAX AFF TO THE TOP IN TYPE A UNITS.
7. UNIT ENTRY DOORS TO BE 8'-0" TALL.
8. FURNITURE SHOWN FOR REFERENCE ONLY.
9. TYP AT UNITS, FLOORING TO BE LVT, WITH RESILIENT FLOORING AT BATHROOMS, U.N.O.
10. TILE BACKSPLASH TYP ALL KITCHENS, REFER TO FINISH SCHEDULE
11. COUNTERTOP CTR-1 TO BE USED AT ALL KITCHENS AND BATHROOMS, REFER TO FINISH SCHEDULE
12. P-LAM CABINETS AT ALL UNIT KITCHENS AND BATHROOMS
13. UNITS TO RECEIVE 1X4" PAINTED MDF WALL BASE U.N.O., PAINT TO MATCH WALLS, SEMIGLOSS SHEEN
14. SPRING-LOADED BLINDS AT ALL EXTERIOR WINDOWS, TYP ALL UNITS
15. WATERFALL EDGES AT KITCHEN PENINSULA & KITCHEN ISLAND ENDS U.N.O.
16. LEVEL 1: TYP CEILING HEIGHT TO BE 9'-8"
    LEVEL 2: TYP CEILING HEIGHT TO BE 8'-8"
    LEVEL 3: TYP CEILING HEIGHTS VARY DUE TO SCISSOR TRUSS
17. AT PROPOSED LOCATIONS FOR EXHAUST DUCTING, PROVIDE FRAMED GYP CEILING 8" FROM RATED ASSEMBLY
18. UNIT WALLS AND CEILINGS TO BE PAINTED P-1 U.N.O.; EGGSHELL SHEEN AT WALLS, FLAT AT CEILINGS
19. SIX (6) ASSORTED GROUND FLOOR UNITS TO BE TYPE A, WHICH SHALL INCLUDE ACCESSIBLE RESTROOMS AND KITCHENS.
20. FOR TYP ADA FIXTURE AND ACCESSORY MOUNTING HEIGHTS, REFER TO SHEET A-005 - ACCESSIBILITY & CODE DETAILS.

ENLARGED PLAN LIGHTING LEGEND

L1	B.O.D. FIXTURE: BEAM 2 PENDANT AXISLIGHTING; 5FT, BLACK FINISH
L2	B.O.D. FIXTURE: LIGHT GUIDE RING 9-LIGHT CHANDELIER SONNEMAN LIGHTING; 48.25" DIA, SATIN BLACK/APRICOT FINISH
L3a	SEMI-RECESSED CAN LIGHT
L3b	WET-RATED RECESSED CAN LIGHT
L4	SURFACE MOUNTED CEILING LIGHT
L5	B.O.D. FIXTURE: HELENA MINI PENDANT; KUZCO LIGHTING; 7.87" DIAMETER, GRAPHITE/COPPER FINISH
L6	BATHROOM VANITY SCONCE
L7	EXTERIOR WALL SCONCE

ENLARGED PLAN GRAPHIC LEGEND

WALL CONSTRUCTION	FURNITURE
COMBINATION SMOKE/CARBON MONOXIDE ALARM UNIT	PROPOSED EXHAUST DUCTING

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

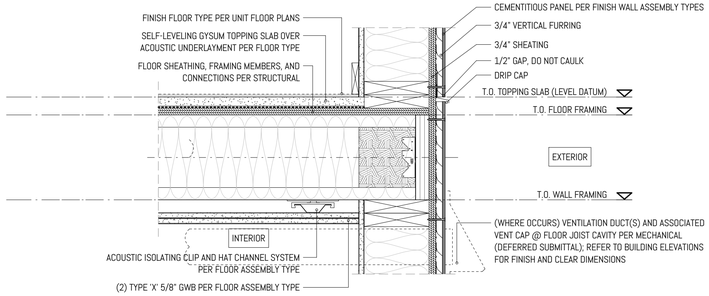
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

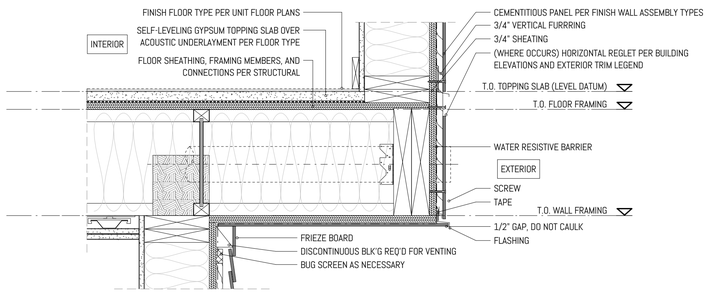
SHEET TITLE:
UNIT PLANS & ELEVATIONS - 2x2D

SHEET NO.
A-430

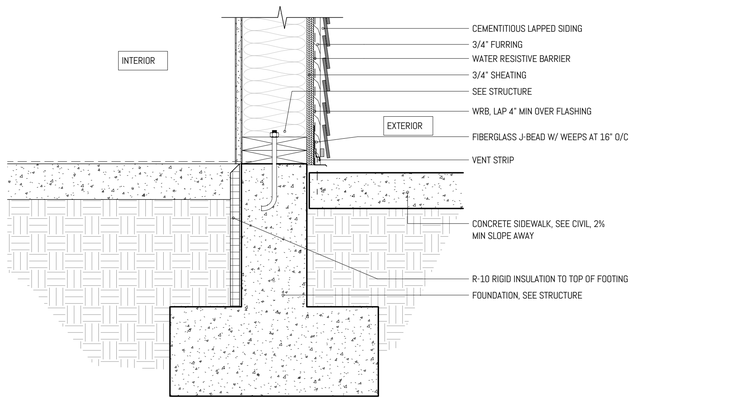
PLOT DATE & TIME: 5/18/2022 4:45:56 PM



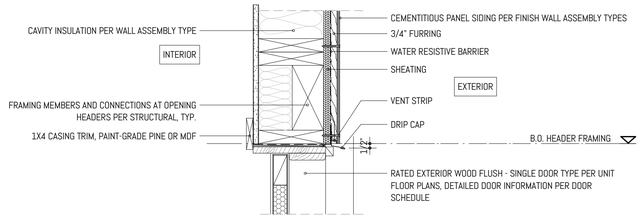
C1 EXTERIOR DETAIL - TYPICAL EXTERIOR WALL AT FLOOR
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



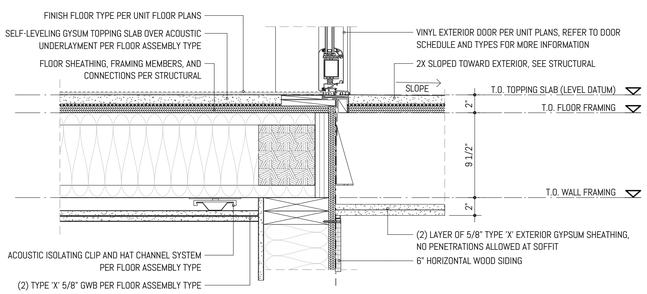
B1 EXTERIOR DETAIL - TYPICAL EXTERIOR WALL AT FLOOR
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



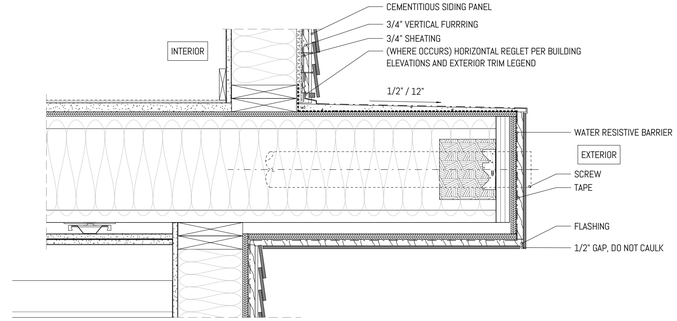
A1 EXT - FRAMING AT SLAB EDGE
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



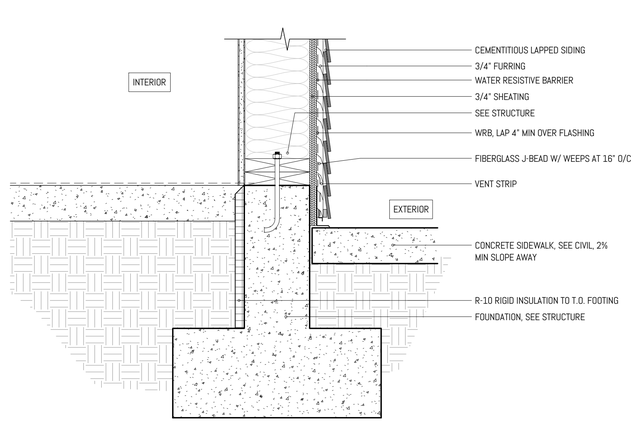
D3 EXTERIOR DETAIL - TYPICAL HEAD AT UNIT ENTRY DOOR
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



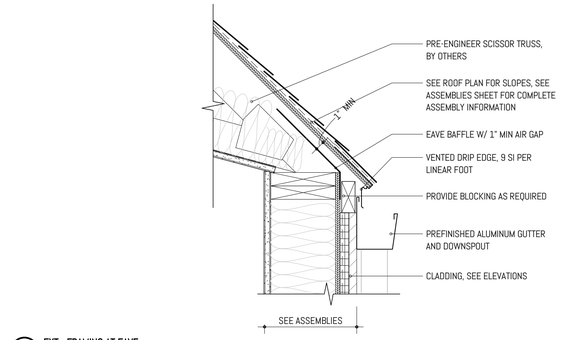
C3 EXTERIOR DETAIL - TYPICAL BALCONY CONNECTION AND DOOR SILL AT EXTERIOR WALL
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



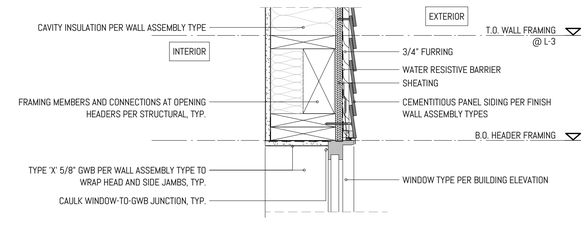
B3 EXTERIOR DETAIL - TYPICAL EXTERIOR STANDING SEAM WRAP
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



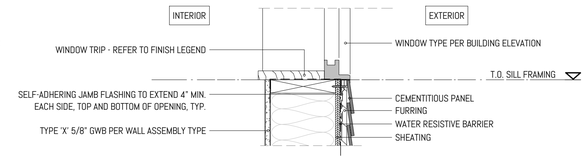
A3 EXT - FRAMING AT SLAB EDGE FINISH GRADE
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



D4 EXT - FRAMING AT EAVE
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



C4 EXTERIOR DETAIL - TYPICAL HEAD AT FIXED WINDOW LEVEL 1
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



B4 EXTERIOR DETAIL - TYPICAL SILL AT FIXED WINDOW LEVEL 1
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

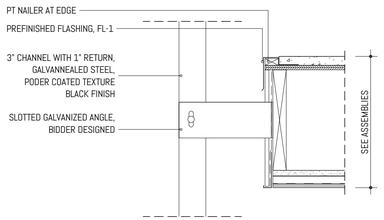
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: MJ

PROJECT STATUS:
PERMIT SET
05.06.2022

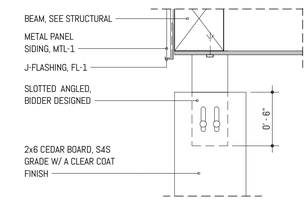
SHEET TITLE:
EXTERIOR DETAILS

SHEET NO.
A-500

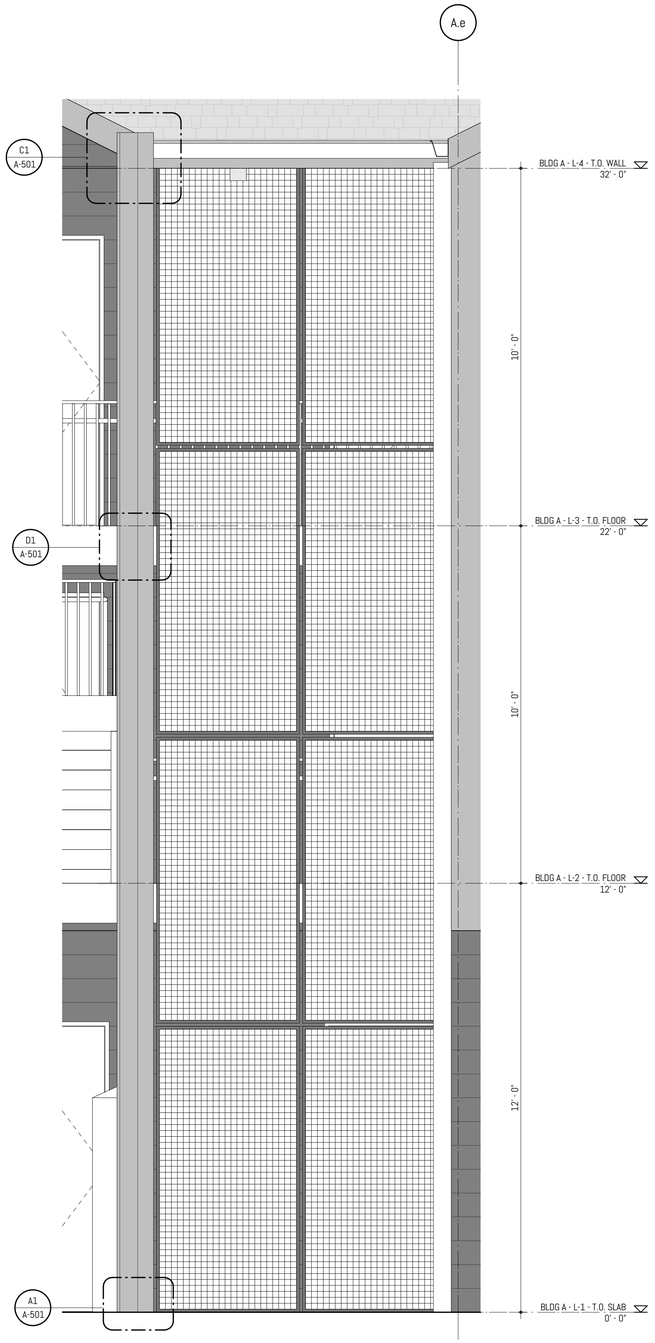
PLOT DATE & TIME: 5/18/2022 4:45:58 PM

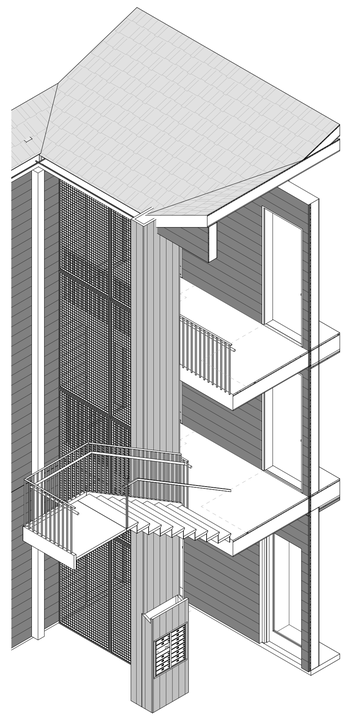


D1 EXT - WOOD SCREENING AT STAIR LANDING
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

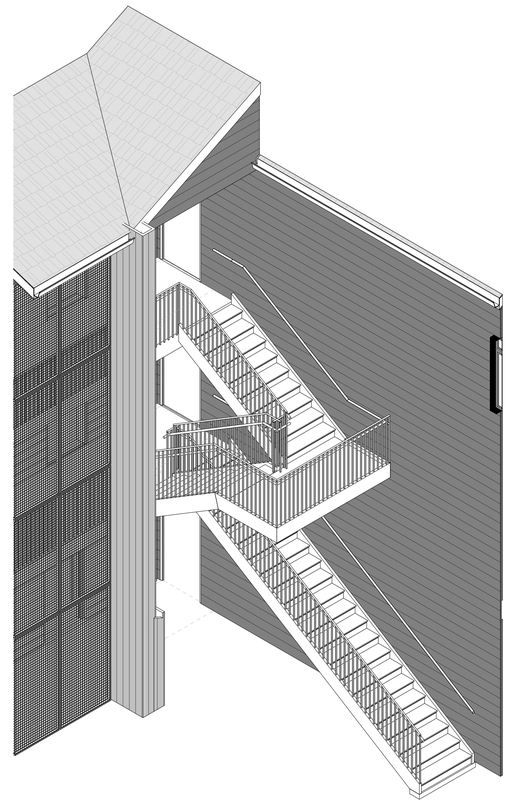


C1 EXT - WOOD SCREENING AT ROOF
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

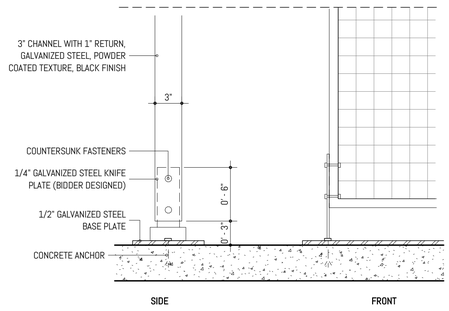




C4 TYP UNIT ENTRY - MAILBOX & WIRE MESH SCREEN
SCALE: @ FULL SCALE

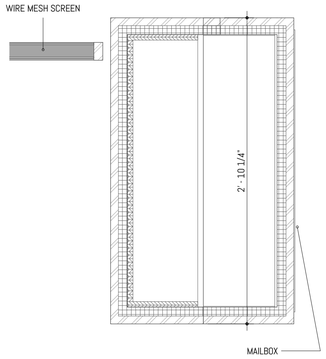


C5 TYP UNIT ENTRY - BIKE PARKING
SCALE: @ FULL SCALE



A1 EXT - WOOD SCREENING AT CONCRETE SIDEWALK
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

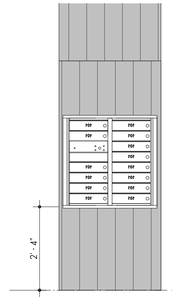
A2 ELEVATION - WIRE MESH SCREEN, TYP UNIT ENTRIES BLDG A, B, C, D
SCALE: 1/2" = 1'-0" @ FULL SCALE



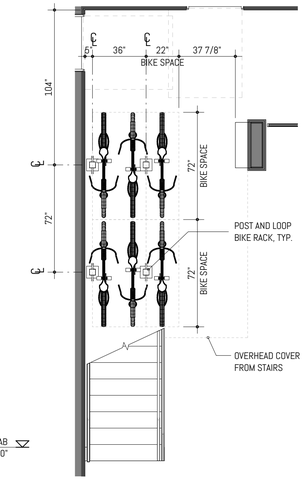
A3 TENANT MAILBOX - FLOOR PLAN
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

USPS MAIL INFO:

TENANT MAILBOX MIN - 3" X 12"
1 LOCKED PARCEL BOX/10 MAILBOXES - THIS CAN BE MIN
15" OFF GROUND
BOTTOM ROW OF MAILBOXES NO LOWER THAN 28" OFF GROUND
TOP ROW NO HIGHER THAN 67"



A4 TENANT MAILBOX ELEVATION, TYP
SCALE: 1/2" = 1'-0" @ FULL SCALE



A5 ENLARGED TYP. BIKE PARKING PLAN
SCALE: 1/4" = 1'-0" @ FULL SCALE

FERGUSON
ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

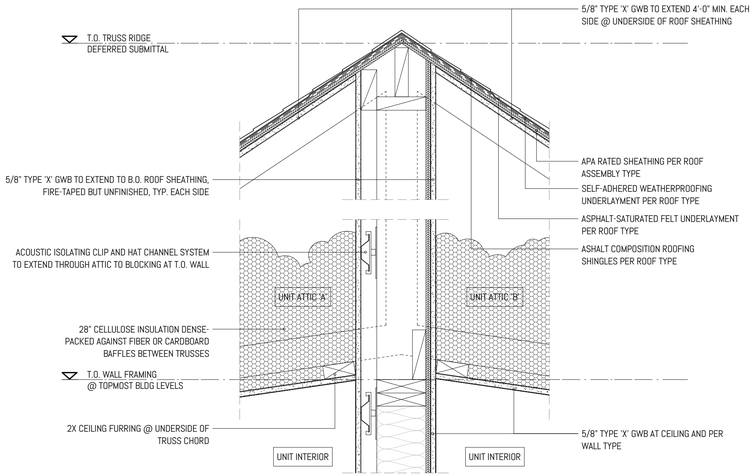
PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: FD

PROJECT STATUS:
PERMIT SET
05.06.2022

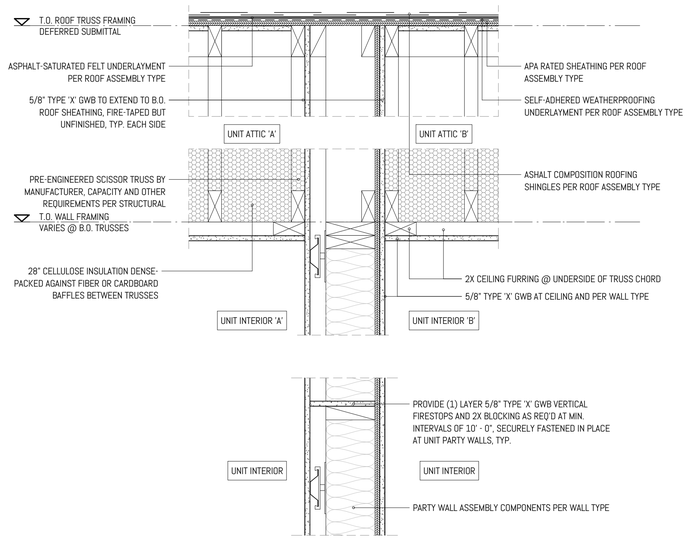
SHEET TITLE:
EXTERIOR DETAILS - TYP UNIT ENTRY

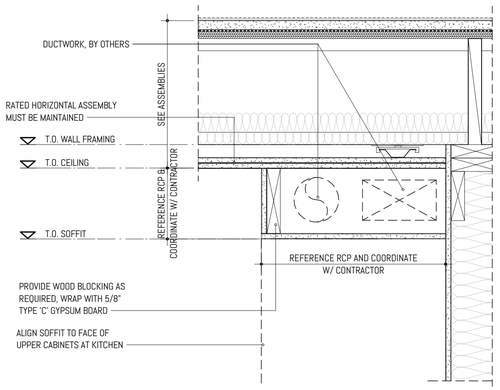
SHEET NO.
A-501

PLOT DATE & TIME: 5/18/2022 4:46:04 PM

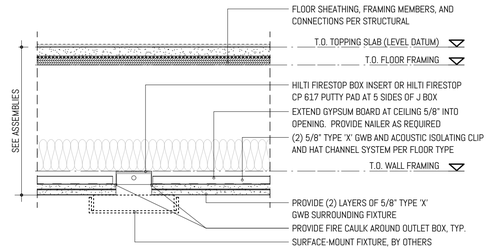


C1 **INT - RATED PARTY WALL AT ROOF TERMINATION**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

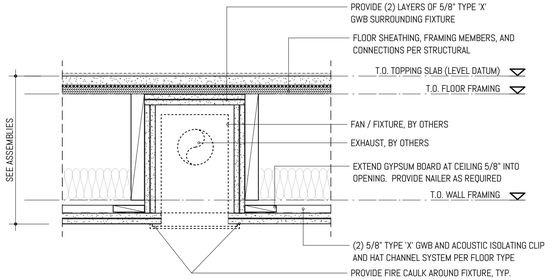




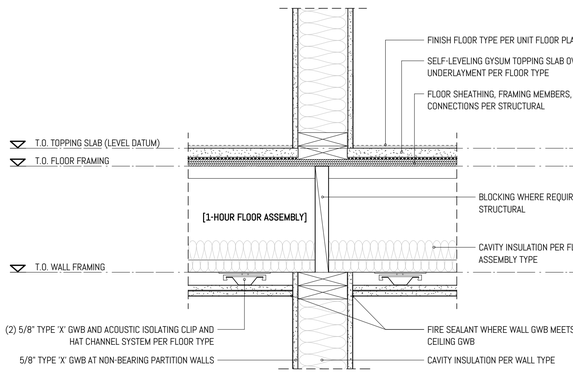
D5 **INT - SOFFIT AT MECH DUCTWORK**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



C5 **INT - 1HR FLOOR / CELING ASSEMBLY AT SURFACE FIXTURE**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

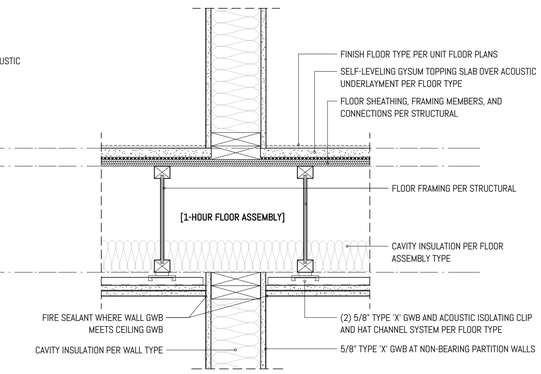


B5 **INT - 1HR FLOOR / CELING ASSEMBLY AT FIXTURE**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

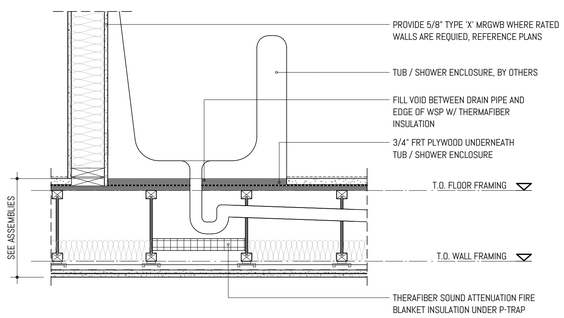


INTERIOR DETAIL - TYP. INTERIOR NON-BEARING WALL AT PERPENDICULAR FLOOR FRAMING

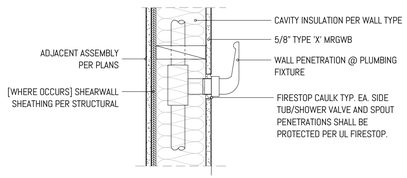
B1 **INT - NON-BEARING WALL AT 1HR FLOOR**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



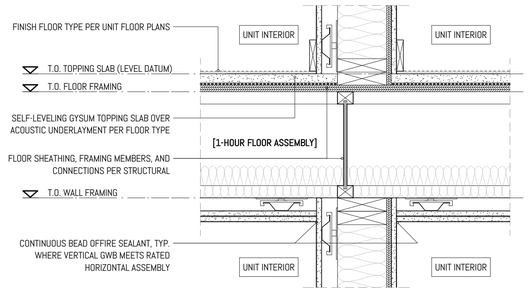
INTERIOR DETAIL - TYP. INTERIOR NON-BEARING WALL AT PARALLEL FLOOR FRAMING



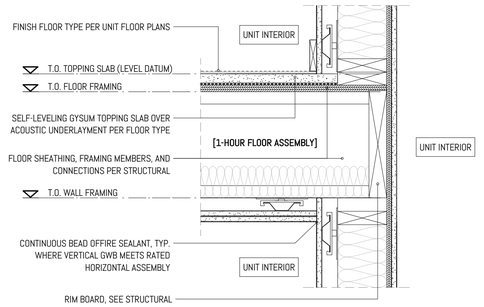
A1 **INT - 1HR FLOOR AT TUB / SHOWER ENCLOSURE**
SCALE: 1" = 1'-0" @ FULL SCALE



A2 **INT - PLUMBING PENETRATION AT 1HR WALL, TYP**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



A3 **INT - PARTY WALL AT 1HR FLOOR**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE



A5 **INT - 1HR FLOOR AT 1HR WALL**
SCALE: 1 1/2" = 1'-0" @ FULL SCALE

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS
4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: Approver
PROJECT ARCHITECT: Designer
DRAWN BY: Author

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
INTERIOR RATED ASSEMBLY DETAILS

SHEET NO.
A-550

PLOT DATE & TIME: 5/19/2022 4:48:08 PM

Item 7.

COMMON DOOR SCHEDULE

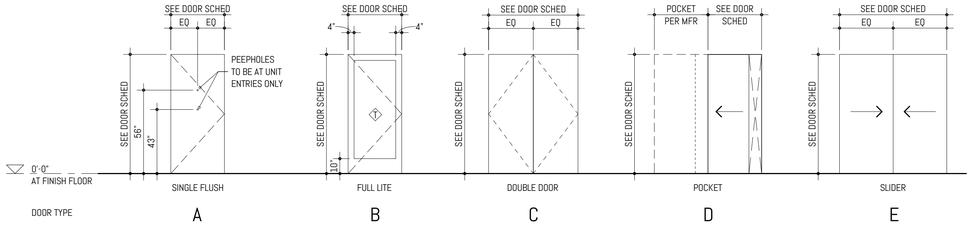
MARK	DOOR						FRAME			HARDWARE	COMMENTS
	TYPE	MATERIAL	FINISH	THICKNESS	WIDTH	HEIGHT	TYPE	MATERIAL	FINISH		
A102.1a	C	HM	P-1	0' - 1 1/2"	3' - 0"	7' - 0"	B	HM	P-1	04	
A102.2a	C	HM	P-1	0' - 1 1/2"	3' - 0"	7' - 0"	B	HM	P-1	04	
A102.3a	A	HM	P-1	0' - 1 1/2"	3' - 2 1/2"	6' - 8"	B	HM	P-1	05	
A102.4a	A	HM	P-1	0' - 2"	3' - 0"	6' - 8"	B	HM	P-1	05	
A102a	C	ESF-1	FF	0' - 1 1/2"	3' - 6"	8' - 11 1/4"	ESF-1	ESF-1	FF	03	
A112a	A	HM	EP-1	0' - 1 3/8"	3' - 2 1/2"	8' - 0"	B	HM	EP-1	01	

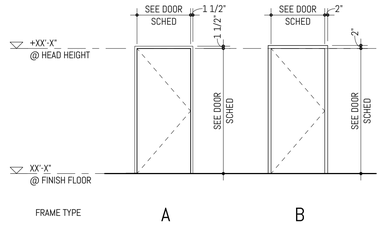
DOOR ASSEMBLY & INSTALLATION - GENERAL NOTES

1. ALL EXTERIOR DOORWAYS TO BE SEALED, CAULKED, GASKETED, AND/OR WEATHERSTRIPPED TO PREVENT AIR LEAKAGE AND MOISTURE FILTRATION.
2. ALL GLAZING IN INTERIOR DOORS TO HAVE LAMINATED INSULATED SAFETY GLAZING.
3. ALL DOOR GLAZING AND/OR RELITE GLAZING WITHIN 12" OF A DOOR OPENING AND 18" OF FLOOR TO BE SAFETY RATED.

UNIT DOOR SCHEDULE

DESCRIPTION	MARK	DOOR						FRAME			HARDWARE	COMMENTS
		TYPE	MATERIAL	FINISH	THICKNESS	WIDTH	HEIGHT	TYPE	MATERIAL	FINISH		
ENTRY	A1	A	HM	EP-1	0' - 1 1/2"	3' - 2 1/2"	8' - 1 1/2"	B	HM	EP-1	01	20 MIN RATED
BEDROOM & BATHROOM	A2	A	WD	P-1	0' - 2"	2' - 10"	6' - 8"	A	WD	P-1	07	
BALCONY	B1	B	VN	EP-1	0' - 1 1/2"	3' - 0"	8' - 0"	B	VN	EP-1	09	
CLOSET	C1	A	WD	P-1	0' - 2"	2' - 0"	6' - 8"	A	WD	P-1	10	
CLOSET	C2	C	WD	P-1	0' - 2"	5' - 0"	6' - 8"	A	WD	P-1	10	
CLOSET	D1	D	WD	P-1	0' - 1 3/8"	2' - 10"	6' - 8"	A	WD	P-1	10	
CLOSET	E1	E	WD	P-1	0' - 2"	4' - 0"	6' - 8"	A	WD	P-1	10	
CLOSET	E2	E	WD	P-1	0' - 2"	5' - 0"	6' - 8"	A	WD	P-1	10	
CLOSET	E3	E	WD	P-1	0' - 2"	5' - 6"	6' - 8"	A	WD	P-1	10	



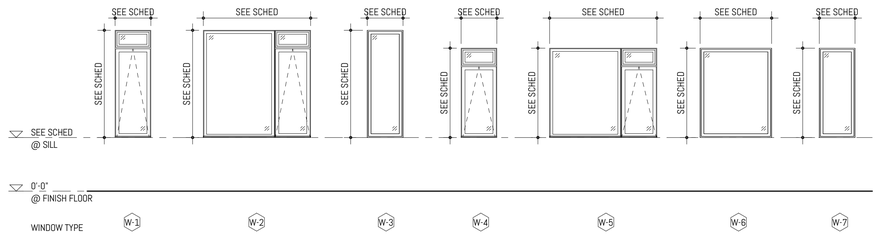


WINDOW SCHEDULE

TYPE	MATERIAL	WIDTH	HEIGHT	SILL HEIGHT	COMMENTS
W-1	WN-1	2' - 0"	6' - 0"	3' - 0"	
W-2	WN-1	6' - 0"	6' - 0"	3' - 0"	
W-3	WN-1	2' - 0"	5' - 0"	3' - 0"	
W-4	WN-1	6' - 0"	5' - 0"	3' - 0"	
W-5	WN-1	4' - 0"	5' - 0"	3' - 0"	
W-6	WN-1	2' - 0"	5' - 0"	3' - 0"	
W-7	WN-1	2' - 0"	6' - 0"	3' - 0"	

WINDOW ASSEMBLY & INSTALLATION - GENERAL NOTES

1. GENERAL CONTRACTOR TO FIELD VERIFY (E) ROUGH OPENINGS AND CONFIRM WITH ARCHITECT BEFORE PURCHASE AND INSTALL OF (N) WINDOWS.
2. ALL EXTERIOR WINDOW OPENINGS TO BE SEALED, CAULKED, GASKETED, AND/OR WEATHERSTRIPPED TO PREVENT AIR LEAKAGE AND MOISTURE FILTRATION.



OPENING TYPES GENERAL NOTES

DOOR MATERIAL & FINISH LEGEND	
MATERIAL KEY	
HM	HOLLOW METAL
WD	WOOD
AL	ALUMINUM
STL	STEEL
T	TEMPERED GLASS
INSL	INSULATED
ESF	STOREFRONT (EXTERIOR)
FINISH KEY	
EP	PAINT (EXTERIOR)
P	PAINT (INTERIOR)
ST	STAIN
ANO	ANODIZED
FF	FACTORY FINISH

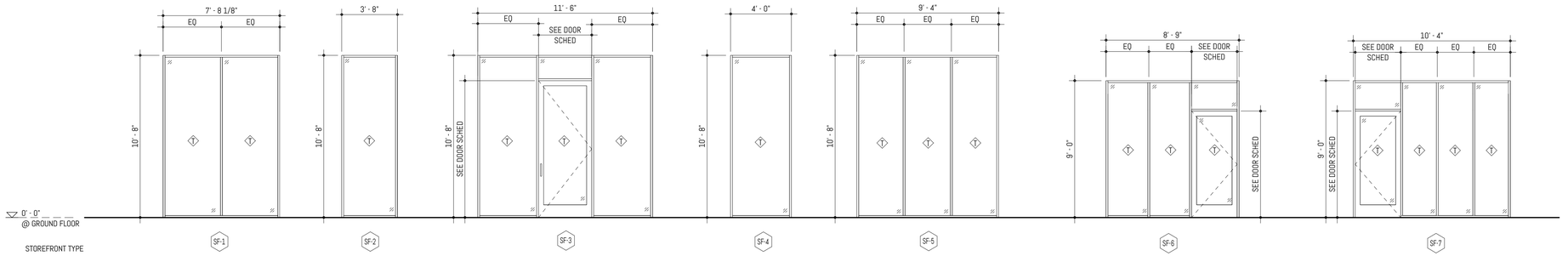
1. MATERIAL FINISHES HAVE BEEN ABBREVIATED PER THE FINISH LEGEND - SEE SHEET A-400 FOR ADDITIONAL INFORMATION.
2. FOR WINDOW DIMENSIONS, REFER TO SCHEDULES. DIMENSIONS NOTED INSTRUCT DESIGN INTENT. MEASUREMENTS TO BE V.I.F.
3. FIT BACKERROD AND SEALANT TO MEET TOLERANCE AT WINDOW FRAMES, MINIMUM 3/8" - MAXIMUM 1" AT EACH INSTANCE.
4. ALL UNIT DOORS TO BE PAINTED SOLID CORE DOORS. UNIT DOOR FRAMES TO BE TYPE 'A' PROFILE AND MDF, PAINTED PER OPENING SCHEDULE.
5. BALCONY DOORS WILL BE VINYL DOORS WITH A FACTORY FINISH.
6. DOOR HARDWARE TO STAIN STAINLESS STEEL, US32D, UNO.
7. REFER TO CODE SUMMARY SHEET SERIES, G-000, FOR ENERGY PERFORMANCE REQUIREMENTS.

OPENING TYPES

A	EXTERIOR WINDOW / GLAZING	LV-1	EXTERIOR LOUVER
1	INTERIOR WINDOW / GLAZING	LV-A	INTERIOR LOUVER

DOOR HARDWARE GROUPS

MARK	GENERAL LOCATION	COMPONENTS	QTY.	COMMENTS
GROUP 01 45 MIN RATING	UNIT ENTRY	4 1/2" BUTTS	4	
		ENTRY LOCKSET	1	
		WALL STOP	1	
		SILENCER	1	
		CLOSER	1	
GROUP 02	LOBBY ENTRY	4 1/2" BUTTS	8	
		ENTRY LOCKSET	1	
		ASTRAGAL	1	REMOVABLE
GROUP 03	LOBBY ENTRY	4 1/2" BUTTS	8	
		ENTRY LOCKSET	1	
		ASTRAGAL	1	REMOVABLE
		CLOSER	1	
GROUP 04	OFFICE / CONFERENCE	4 1/2" BUTTS	4	
		PRIVACY LOCKSET	1	
		WALL STOP	1	
GROUP 05	JANITOR / STORAGE	4 1/2" BUTTS	3	
		STORAGE ROOM LOCKSET	1	
		WALL STOP	1	
		KICKPLATE	1	
GROUP 06	RESTROOMS / PASS-THRU	4 1/2" BUTTS	3	
		PRIVACY LOCKSET	1	
		WALL STOP	1	
		SILENCER	1	
		KICK PLATE	1	
GROUP 07	BEDROOMS / BATHROOMS	4 1/2" BUTTS	3	
		PRIVACY LOCKSET	1	
		WALL STOP	1	
GROUP 08	STORAGE	4 1/2" BUTTS	3	
		PASSAGE SET	1	
GROUP 09	BALCONY	4 1/2" BUTTS	4	
		PRIVACY LOCKSET	1	
GROUP 10	CLOSET / BATHROOMS	BY CONTRACTOR	1	



A2 STOREFRONT TYPES
SCALE: 1/4" = 1'-0" @ FULL SCALE

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
OPENING TYPES AND SCHEDULE

SHEET NO.
A-600

PLOT DATE & TIME: 5/18/2022 4:48:09 PM

STAIR PLAN LIGHTING LEGEND

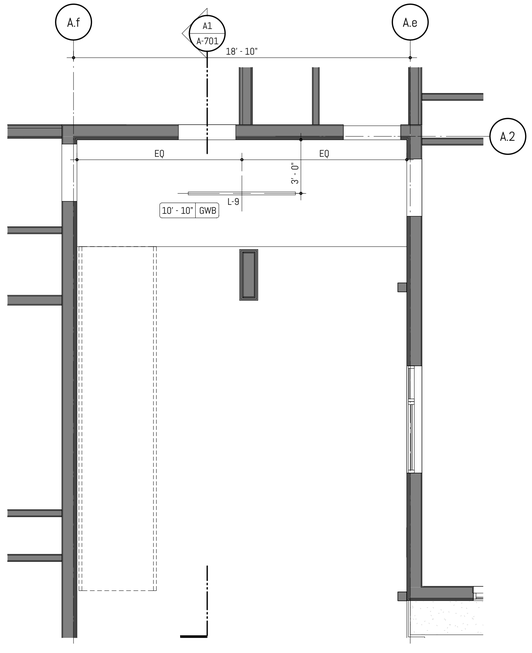
L-9 — B.O.D. FIXTURE: EXTERIOR GRADE LED SURFACE MOUNTED FIXTURE; 4' X 6"

STAIR PLAN GRAPHIC LEGEND

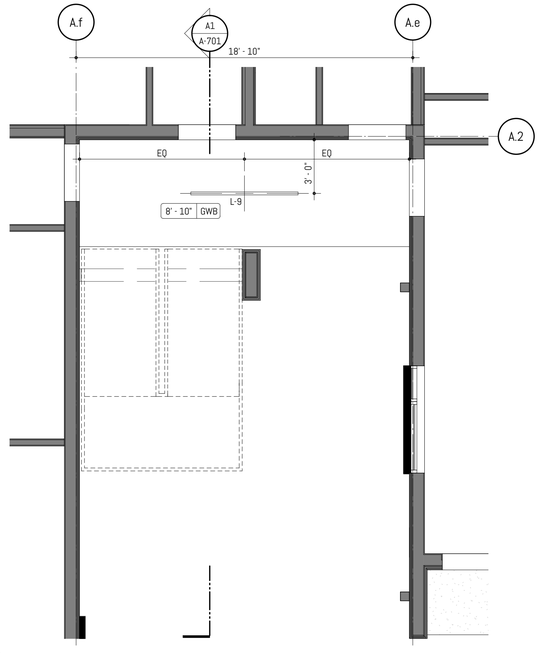
WALL CONSTRUCTION

STAIR PLAN & SECTION GENERAL NOTES

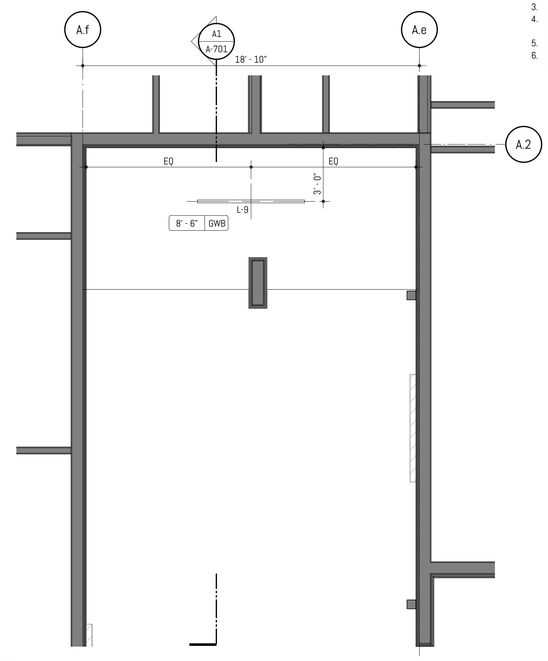
1. HANDRAILS SHALL COMPLY WITH WA. STATE AMENDMENTS TO 2018 IBC, SECTION 1014. WHERE GUARDRAILS ARE REQUIRED, THEY SHALL COMPLY WITH 2018 IBC, SECTION 1011.
   A. STAIRWAYS AND LANDINGS TO HAVE AT MINIMUM 44" CLEAR DIMENSION.
   B. A PROJECTION GREATER THAN 4" INTO THE STAIR WIDTH IS NOT ALLOWED UNLESS IT IS GREATER THAN 80" ABOVE THE EDGE OF THE NOSINGS, INCLUDING ONE TREAD DEPTH BEYOND THE BOTTOM RISER. THIS MINIMUM HEAD ROOM CLEARANCE SHALL BE MAINTAINED ABOVE LANDINGS.
   C. A 4" SPHERE SHALL NOT PASS THROUGH ANY OPENING WITHIN A GUARD. A GUARD EXTENDS FROM TOP OF STRINGER, OR CLOSURE PLATE, TO THE TOP OF GUARDRAIL.
2. RAIL HEIGHTS ARE PLUMB TO NOSE OF TREADS, U.N.O.
3. AT STAIRS, GUARDRAIL PICKETS ARE 1/2" X 1/2" BAR, U.N.O.
4. VERTICAL GUARDRAILS TO BE EQUALLY SPACED BUT NO GREATER THAN 4'-0" O.C., DIMENSIONED TO CENTERLINE OF STEEL BALUSTER, MAX.
5. HINGE-SIDE DOOR PLACEMENT 4" FROM NEAREST WALL U.N.O. TYP.
6. MEANS OF EGRESS ILLUMINATION SHALL COMPLY WITH SECTION 1008 AND ILLUMINATION LEVELS SHALL NOT BE LESS 1 FOOT CANDLE AT THE WALKING SURFACE.



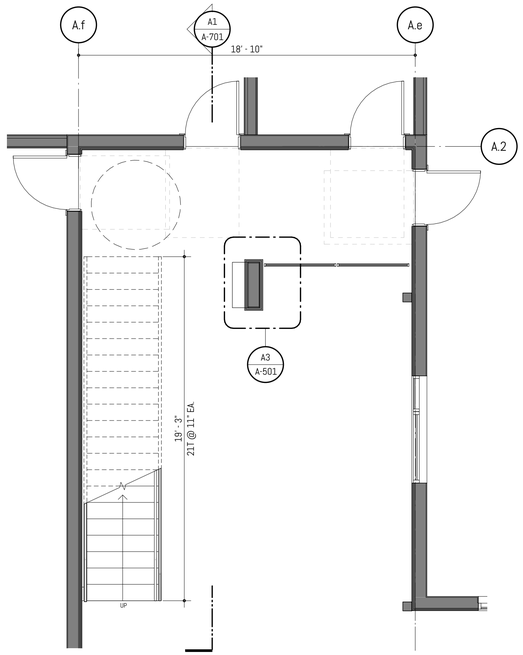
C1 ENLARGED TYP STAIR RCP - LEVEL 1
SCALE: 1/4" = 1'-0" @ FULL SCALE



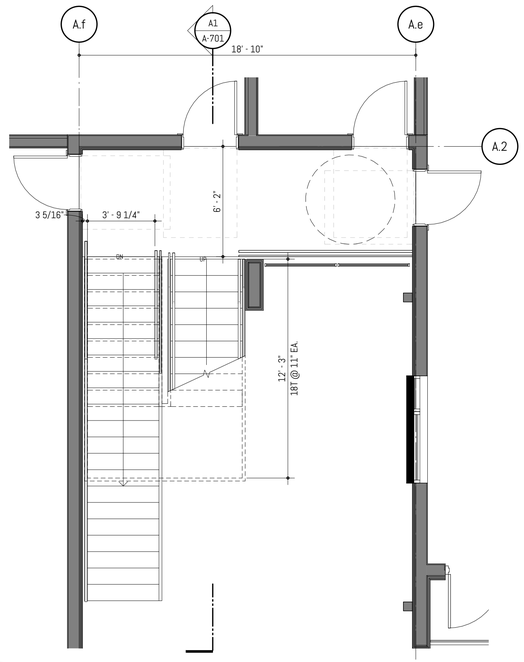
C2 ENLARGED TYP STAIR RCP - LEVEL 2
SCALE: 1/4" = 1'-0" @ FULL SCALE



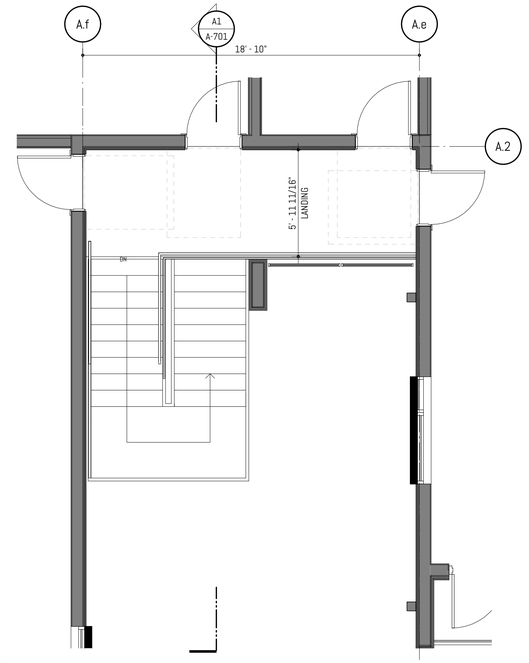
C4 ENLARGED TYP STAIR RCP - LEVEL 3
SCALE: 1/4" = 1'-0" @ FULL SCALE



A1 ENLARGED STAIR PLAN - LEVEL 1, TYP
SCALE: 1/4" = 1'-0" @ FULL SCALE



A2 ENLARGED STAIR PLAN - LEVEL 2, TYP
SCALE: 1/4" = 1'-0" @ FULL SCALE



A4 ENLARGED STAIR PLAN - LEVEL 3, TYP
SCALE: 1/4" = 1'-0" @ FULL SCALE

PROJECT NORTH TRUE NORTH

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
STAIRS - PLANS & RCPS

SHEET NO.
A-700

PLOT DATE & TIME: 5/18/2022 4:46:11 PM

STAIR PLAN LIGHTING LEGEND

L-9 — B.O.D. FIXTURE: EXTERIOR GRADE LED SURFACE MOUNTED FIXTURE; 4' X 6"

STAIR PLAN GRAPHIC LEGEND

WALL CONSTRUCTION

STAIR PLAN & SECTION GENERAL NOTES

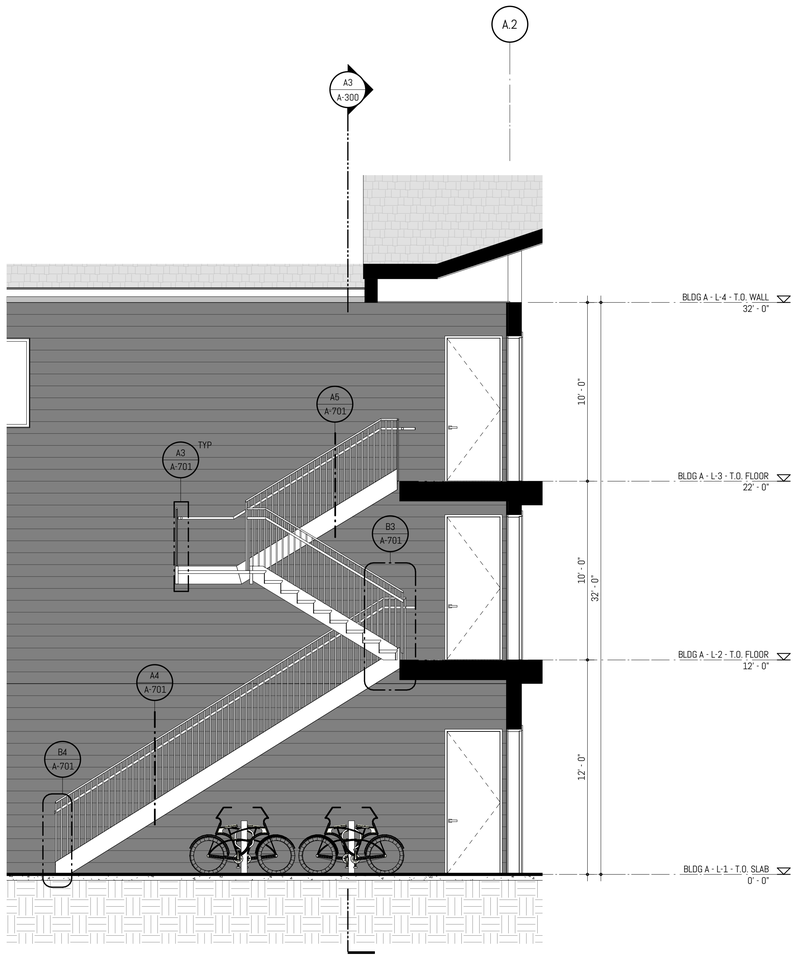
1. HANDRAILS SHALL COMPLY WITH WA. STATE AMENDMENTS TO 2018 IBC, SECTION 1014. WHERE GUARDRAILS ARE REQUIRED, THEY SHALL COMPLY WITH 2018 IBC, SECTION 1011.
   A. STAIRWAYS AND LANDINGS TO HAVE AT MINIMUM 44" CLEAR DIMENSION.
   B. A PROJECTION GREATER THAN 4" INTO THE STAIR WIDTH IS NOT ALLOWED UNLESS IT IS GREATER THAN 80" ABOVE THE EDGE OF THE NOSINGS, INCLUDING ONE TREAD DEPTH BEYOND THE BOTTOM RISER. THIS MINIMUM HEAD ROOM CLEARANCE SHALL BE MAINTAINED ABOVE LANDINGS.
   C. A 4" SPHERE SHALL NOT PASS THROUGH ANY OPENING WITHIN A GUARD. A GUARD EXTENDS FROM TOP OF STRINGER, OR CLOSURE PLATE, TO THE TOP OF GUARDRAIL.
2. RAIL HEIGHTS ARE PLUMB TO NOSE OF TREADS, U.N.O.
3. AT STAIRS, GUARDRAIL PICKETS ARE 1/2" X 1/2" BAR, U.N.O.
4. VERTICAL GUARDRAILS TO BE EQUALLY SPACED BUT NO GREATER THAN 4'-0" O.C., DIMENSIONED TO CENTERLINE OF STEEL BALUSTER, MAX.
5. HINGE-SIDE DOOR PLACEMENT 4" FROM NEAREST WALL U.N.O. TYP.
6. MEANS OF EGRESS ILLUMINATION SHALL COMPLY WITH SECTION 1008 AND ILLUMINATION LEVELS SHALL NOT BE LESS 1 FOOT CANDLE AT THE WALKING SURFACE.

FERGUSON ARCHITECTURE
1916 Jefferson Avenue Tacoma, WA 98402
p 253.248.6060 www.fergusonarch.com

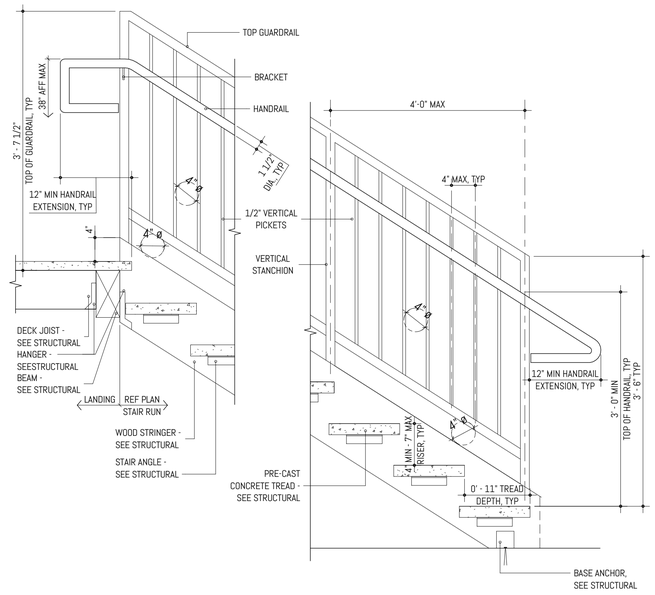
10173 REGISTERED ARCHITECT
BEN DAVID FERGUSON
STATE OF WASHINGTON

CRAFT DISTRICT II APARTMENTS

4302, 4312, 4408, & 4422 CAPITOL BLVD SE
TUMWATER, WA 98501

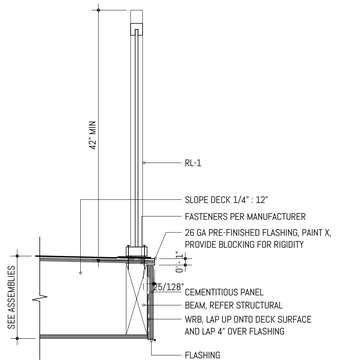


A1 STAIR SECTION - LONGITUDINAL
SCALE: 1/4" = 1'-0" @ FULL SCALE

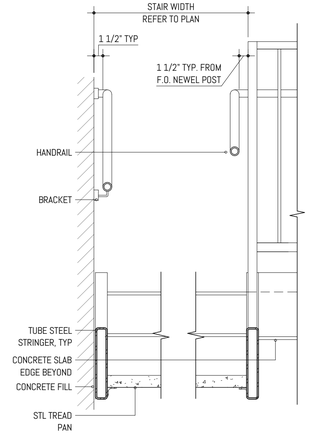


B3 STAIR AT TOP LANDING
SCALE: 1" = 1'-0" @ FULL SCALE

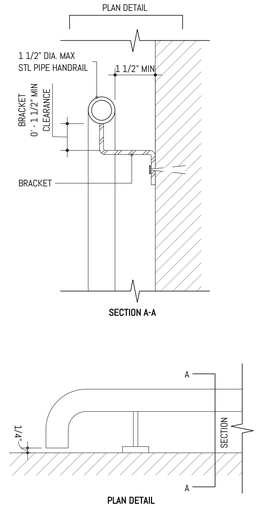
B4 STAIR AT BOTTOM LANDING
SCALE: 1" = 1'-0" @ FULL SCALE



A3 GUARDRAIL DETAIL AT STAIR LANDING
SCALE: 1" = 1'-0" @ FULL SCALE



A4 STAIR DETAIL AT TYPICAL TREAD
SCALE: 1" = 1'-0" @ FULL SCALE



A5 STAIR HANDRAIL AT WALL
SCALE: 3" = 1'-0" @ FULL SCALE

MARK	REVISION	DATE

PROJECT NO: 050-01-21
PRINCIPAL-IN-CHARGE: BF
PROJECT ARCHITECT: MJ
DRAWN BY: HL

PROJECT STATUS:
PERMIT SET
05.06.2022

SHEET TITLE:
STAIRS - SECTIONS & DETAILS

SHEET NO.
A-701

PLOT DATE & TIME: 5/18/2022 4:46:19 PM

Exhibit "C" Attachment E

4200 Capitol Blvd S
Tumwater WA, 98501
360.790.8570
www.tumwatercraftdistrict.com

September 20, 2022

Tami Merriman
City of Tumwater Public Works
555 Israel Rd SW
Tumwater, WA 98501

Ms. Merriman,

This letter and enclosed attachments are intended to present grounds for the Multifamily Tax Exemption. Please advise if any additional information is needed for application review and issuance of a conditional certificate.

Craft District II, LLC is applying for the Multifamily Tax Exemption at 4300 Capitol Blvd SE, Tumwater WA, 98501. This property is within a residential target area, is proposed to include approximately 95 market rate permanent residential apartments, and will not displace any existing residential tenants. The project is proposed to begin construction in 2022 in compliance with City Guidelines and Standards.

Craft District II, LLC acknowledges the potential tax liability when the project ceases to be eligible for tax exemption in eight years.

The signature below shall be considered affirmation of all information within this letter and attached.

Thank you,

John Peters
Managing Member
Craft District II, LLC

Attached:
City of Tumwater Application
Preliminary Floor and Site Plans

Attachment F

CITY OF TUMWATER

555 ISRAEL RD. SW, TUMWATER, WA 98501
(360) 754-4180
Email: cdd@ci.tumwater.wa.us

TAX EXEMPTION ON MULTI-FAMILY UNITS WITHIN A DESIGNATED RESIDENTIAL TARGET AREA

APPLICATION FOR A CONDITIONAL CERTIFICATE

SUPPLEMENTAL QUESTIONS

TUM -22-1393

RCVD BY

DATE STAMP

PROJECT INFORMATION

PROPERTY ADDRESS: 4300 Capitol Blvd SE, Tumwater, WA 98501

PARCEL #: 3387000400 **PROJECT NAME:** Deschutes Valley Apartments

DESCRIPTION OF THE PROJECT, INCLUDING USES OF ALL PROPOSED BUILDING AND ON-SITE AMENITIES: Green space & walking trail access.

COMPLETE THE FOLLOWING TABLE:

PROPOSED DWELLING UNITS	STUDIO	1-BR	2-BR	3-BR+	TOTAL UNITS
NUMBER OF INCOME-RESTRICTED UNITS	N/A				N/A
NUMBER OF MARKET-RATE UNITS	24	31	40		95
AVERAGE MONTHLY RENT (INCOME-RESTRICTED)	N/A				N/A
AVERAGE MONTHLY RENT (MARKET-RATE)	$1,600.00	$1,900.00	$2,320.00	N/A	95
AVERAGE UNIT SIZE (SF)	577	619	961		
DEVELOPMENT COST PER UNIT	$90,000.00	$116,000.00	$156,00.00		
NUMBER OF UNITS VACANT FOR 12 MONTHS OR MORE*	0				
NUMBER OF UNITS THAT ARE CURRENTLY OCCUPIED*	0				

*** COMPLETE IF APPLICANT WILL REHABILITATE EXISTING UNITS**

TOTAL SITE AREA: 3.47acre's **PROPOSED DENSITY:** 27 units per acre

STATEMENT OF POTENTIAL TAX LIABILITY

AS OWNER OF THE LAND DESCRIBED IN THIS APPLICATION, I HEREBY INDICATE BY MY SIGNATURE THAT I AM AWARE OF THE ADDITIONAL TAX LIABILITY IF AND WHEN THE PROPERTY CEASES TO BE ELIGIBLE FOR EXEMPTION. I AM AWARE THAT THE TAX EXEMPTION MUST BE CANCELLED IF THE PROPERTY IS CONVERTED FROM MULTIFAMILY TO ANOTHER USE. I AM AWARE THAT IF I DECIDE TO CONVERT THE MULTIFAMILY HOUSING TO ANOTHER USE OR INTEND TO DISCONTINUE COMPLIANCE WITH THE AFFORDABLE HOUSING REQUIREMENTS, I MUST NOTIFY THE CITY COMMUNITY DEVELOPMENT DEPARTMENT AND THE COUNTY ASSESSOR WITHIN 60 DAYS OF THE CHANGE IN USE OR INTENDED DISCONTINUANCE.

OWNER SIGNATURE: _____

DATE: 9/30/22

AFFIRMATION

AS TAXPAYER(S) OF THE LAND DESCRIBED IN THIS APPLICATION, I HEREBY INDICATE BY MY SIGNATURE THAT I AM AWARE THAT THE EXEMPTION DOES NOT BEGIN UNTIL AFTER THE PROJECT IS COMPLETE AND I HAVE APPLIED FOR A FINAL CERTIFICATE OF EXEMPTION. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THIS APPLICATION AND ANY ACCOMPANYING DOCUMENTS HAVE BEEN EXAMINED BY ME AND THAT THEY ARE TRUE, CORRECT, AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

OWNER SIGNATURE: _____

DATE: 9/30/22

SUMMARY OF PROCESS STEPS

1. **Pre-application meeting:** A meeting with staff to discuss the process and criteria is recommended prior to application.
2. **Application:** Complete the attached application and submit the applicable materials listed on the form along with the required filing fee. The application must be submitted prior to applying for a building permit.
3. **Review process:**
   a. The Community Development Department reviews the application and within 90 days determines whether it is consistent with the program criteria.
   b. If the proposal is found to be consistent, the Community Development Department Director may certify the project as eligible for the tax exemption. The applicant shall then enter into a contract with the City regarding the terms and conditions of the project.
   c. Upon approval of the contract by Community Development Department Director, the Director issues a Conditional Certificate of Tax Exemption. The Conditional Certificate expires three years from the date of approval unless an extension is granted.
   d. If the Community Development Department Director denies the eligibility for tax exemption, the applicant may file an appeal within 30 days of receipt of notice. The City Council decides the appeal.
4. **Application for final certificate:** Upon completion of the improvements agreed upon in the contract between the applicant and the City and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a Final Certificate of Tax Exemption. The applicant must file with the Community Development Department the following:
   a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property.
   b. A description of the completed work with evidence of final City inspection of all work completed and a statement of qualification for the exemption.
   c. A statement that the work was completed within the required three-year period or any authorized extension.

d. If applicable, a statement that the project meets the affordability requirements.
e. Other requirements, if applicable
f. Within 30 days of receipt of all materials required for the Final Certificate, the Community Development Department Director determines whether the project has been completed in accordance with the contract.

5. **Issuance of final certificate.**
   a. If approved, the Community Development Department Director files a Final Certificate of Exemption with the county assessor.
   b. If denied, within fourteen calendar days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the City's hearing examiner, as provided in TMC Chapter 2.58.
6. **Annual compliance review.** Within thirty calendar days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter for the tax exemption period, the property owner shall file a notarized declaration with the director indicating the following:
   a. A statement of occupancy and vacancy of the multifamily units during the previous year;
   b. A certification that the property continues to be in compliance with the contract with the City and this chapter and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;
   c. A description of any subsequent improvements or changes to the property; and
   d. Any additional information requested by the City in regards to the units receiving a tax exemption.
   e. City staff may also conduct on-site verification of the declaration.
   f. Failure to submit the annual declaration shall result in a review of the exemption per TMC 3.30.120.

Contract Approvals

For Eight-Year Multifamily Tax Exemptions –

350 North Street Apartments (TUM-22-1338)

Craft District Apartments (TUM-22-1393)

November 22, 2022
City Council Worksession

Background

- In 2014 the City Council adopted the *Brewery District Plan*
- The *Brewery District Plan* recommended establishing a MFTE program to improve the financial viability of development in the District
- In 2017, the City Council adopted the MFTE program to stimulate desired multifamily housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor

Background

- The City's MFTE program includes an eight-year tax exemption for providing market rate multifamily housing to help encourage further development in the designated areas, such as the Brewery District

MFTE Effect on Revenue

- An approved MFTE is a shift in revenue from property tax
- When the City Council sets the City's property tax levy, the City levies a total dollar amount that will be collected for City operations

MFTE Effect on Revenue

- When certain property owners get discounts, such as through the MFTE program, that cost is re-distributed to the other property owners in the City
- No matter how many MFTE discounts the City provides, the City still collects the same amount of property tax dollars

Approval Process

TMC 3.30 *Multifamily Housing Tax Exemptions* establishes the review and approval process for MFTE applications:

1. An applicant files a complete Conditional Certificate Application with the City
2. City staff reviews the application
3. If the application is complete and meets the requirements of TMC 3.30, the Community Development Director approves the Conditional Certificate

Approval Process

4. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract
5. An approved Conditional Certificate and contract are valid for three years from the date of approval

Approval Process

6. Upon completion of the improvements agreed upon in the contract and issuance of a certificate of occupancy, the applicant then files a Final Certificate Application
7. The complete Final Certificate Application is reviewed and approved by the Community Development Director
8. The Community Development Director files a Final Certificate of Tax Exemption with the Thurston County Assessor

Contract Approval

The City Council is asked to approve eight-year tax exemption contracts for two multifamily projects in the Brewery District Subarea:

- 350 North Street Apartments (TUM-22-1338)
- Craft District Apartments (TUM-22-1393)

350 North Street Apartments

- Project Number: TUM-22-1338
- 350 North Street SE, just east of the intersection of North Street SE and Cleveland Avenue SW
- 24 units of new multifamily housing
- Eight-year tax exemption

350 North Street Apartments



Project Site

Craft District Apartments

- Project Number TUM-22-1393
- 4300 Capitol Boulevard, immediately south of the Craft District complex
- 95 units of new multifamily housing
- Eight-year tax exemption

Craft District Apartments



Project Site

Next Steps

City Council

- City Council places the contracts on the **December 6, 2022** City Council consent calendar