



**CITY COUNCIL  
MEETING AGENDA**

**Online via Zoom and In Person at  
Tumwater City Hall, Council Chambers,  
555 Israel Rd. SW, Tumwater, WA 98501**

**Tuesday, February 07, 2023  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council Worksession, January 10, 2023
  - [b.](#) Approval of Minutes: City Council, January 17, 2023
  - [c.](#) Approval of Minutes: City Council Worksession, January 24, 2023
  - [d.](#) Payment of Vouchers (Shelly Carter)
  - [e.](#) Ordinance No. O2022-014 – Rental Housing Registration (Brad Medrud)
  - [f.](#) Resolution No. R2023-003, Surplus Property (Christina Choate)
  - [g.](#) Fuel Tax Agreement with the Transportation Improvement Board for Tumwater Boulevard Interchange (Mary Heather Ames)
  - [h.](#) Interlocal Agreement with the City of Olympia for Fire Training Center (Brian Hurley)
  - [i.](#) Interlocal Agreement with the Washington Department of Transportation for Maintenance of Palermo Treatment Lagoon (Dan Smith)
  - [j.](#) Reappointment of Brent Chapman and Michael Jackson to the Tree Board (Hanna Miles)
- 6. Council Considerations:**
  - [a.](#) Resolution No. R2023-005, Brewmaster's House Emergency Repair and Restoration (Chuck Denney)
- 7. Committee Reports**
  - a. Public Health and Safety Committee (Leatta Dahlhoff)
  - b. General Government Committee (Michael Althausen)
  - c. Public Works Committee (Eileen Swarhout)
  - d. Budget and Finance Committee (Debbie Sullivan)

8. **Mayor/City Administrator's Report**
9. **Councilmember Reports**
10. **Any Other Business**
11. **Adjourn**

### **Hybrid Meeting Information**

The public are welcome to attend in person, by telephone or online via Zoom.

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

### **Watch Online**

<https://tcmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 890 0816 6316 and Passcode 158304.

### **Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 890 0816 6316 and Passcode 158304.

### **Public and Written Comment**

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

[https://us02web.zoom.us/webinar/register/WN\\_Sdo3TV0oT8uq76ghRTFicw](https://us02web.zoom.us/webinar/register/WN_Sdo3TV0oT8uq76ghRTFicw)

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City 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](mailto: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](mailto:ADACoordinator@ci.tumwater.wa.us)

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**January 10, 2023 Page 1**

**CONVENE:** 5:30 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan and City Attorney Karen Kirkpatrick.

**HOW PROPERTY TAXES WORK:**

City Administrator Doan introduced Thurston County Treasurer Jeff Gadman, who provided an overview of property taxes and how property taxes are calculated and distributed.

The briefing provided information on the following:

- The amount of property tax levied each year in Thurston County is determined by the budget needs of each taxing district.
- The legislative authority of each tax district determines the budget of the district for the following year based on public expectations, desired service levels, and operational needs. The legislative authority must authorize the levy of property taxes each budget cycle.
- In Washington State, the levy rate calculation is expressed as a rate of \$1,000 of assessed value.
- Public agencies owning property in the City of Tumwater are exempt from paying property tax.
- As assessed values increase, levy rates reduce because the assessed value of a property does not determine a property's tax rate.
- Taxing districts are restricted in raising its tax levy to no more than 1%. However, new construction is in addition to the levy amount collected by the taxing district.
- Adjustments to assessed values from senior citizen exemptions, destroyed buildings, and other reasons affect the collection of the levy amount by the taxing district. The legislature passed legislation to enable the taxing district to capture the property tax not collected for those reasons in the following year.
- Levy rates tend to rise and fall in opposite correlation with assessed values. As assessed values fall, levy rates tend to rise.
- Total levy rates in Thurston County have ranged from a low of \$10.50 per \$1,000 of assessed value to \$18 dependent upon the economy. In 2022, the total Thurston County levy rate was \$11.35 per \$1,000 of assessed value.
- Taxing districts in Thurston County can elect to increase its property levy rate up to 1%. If taxing districts choose not to increase its levy rate in any year, levy capacity for that year is

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banked for future years. However, by electing not to assess an increase, a taxing district loses all investment the district would have received from the additional revenue for all banked years. The Port of Olympia elected not to pursue an increase for six continuous years and as a result lost hundreds of thousands of dollars in investment revenue.

- The Council was encouraged to attend the state's annual seminar on the economic forecast to help guide Council decisions.
- Increasing the tax levy by more 1% is possible but requires voter approval.

Mr. Gadman addressed questions from the Council:

- The senior disabled exemption is applicable for a property the owner occupies for at least six months of the year. Only one exemption can apply to a property.
- The income threshold for a property tax exemption is approximately \$48,000 in Thurston County which was adjusted for inflation three years ago and is revisited every four years and indexed to each county's median income.
- The McCleary Supreme Court decision requiring the state to provide for the education of all Washington children as the state's first and highest priority lead to the Legislature passing legislation for calculating the assessment of property tax, which negatively affected larger school districts causing the Legislature to authorize another \$1 on levy limits, leading to a substantial increase in property tax, especially in urban areas. Approximately 60% of property tax collected is allocated for schools.

Mayor Sullivan thanked Mr. Gadman for the presentation.

**LOTT: PLANNING  
FOR THE FUTURE:**

City Administrator Doan introduced Matt Kennelly, Executive Director, LOTT Clean Water Alliance. Councilmember Dahlhoff serves as the City's representative on the governing board of LOTT.

Mr. Kennelly reported he assumed the position of Executive Director last month after serving at the agency for the last eight years. Mike Strub, former Executive Director, retired from the agency.

LOTT (Lacey, Olympia, Tumwater, & Thurston County) Clean Water Alliance was formed to provide regional wastewater treatment and to consolidate resources within the region. One elected official from each partner agency is appointed and serve on the LOTT Board of Directors. The mission of LOTT is to protect public health and the environment by



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cleaning and restoring water resources. LOTT's service area serves approximately 175,000 people with 68% connected to sewer representing 60,000 accounts. Treatment is handled at the Budd Inlet Treatment Plant located in downtown Olympia. The City of Olympia originally constructed the plant in the 1950s, which has been expanded over time. The plant treats approximately 13 million gallons of wastewater each day equivalent to a football field filled with water forty feet tall. Wastewater is treated and restored for either reuse or discharged to Puget Sound. LOTT is subject to discharge limitations.

LOTT is guided by its Wastewater Resource Management Plan developed in the late 1990s by community and consultant assistance to determine ways to manage wastewater treatment as the community expands. A series of public values were identified to meet future wastewater needs, treat wastewater as a resource, maximize benefits to the environment, and consider ways to provide multiple community benefits over time. The Highly Managed Plan was developed with strategies implemented in 2000 to reduce flows to the plant, reduce flows to Budd Inlet, and produce reclaimed water. At that time, LOTT purchased properties for future satellite plants and groundwater infiltration sites. The plan also implemented a continuous highly managed planning approach by investing in new facilities as needed saving money over time and taking advantage of new technology. Efforts on flow reduction saved approximately 1.3 million gallons of flow each day. Water conservation efforts included public messaging, low flow devices in homes and businesses, and promoting water conservation at the LOTT Wet Science Center and in local school programs.

LOTT's treatment process is the highest level of treatment within Puget Sound employing advanced secondary treatment or treating for nutrients (nitrogen). Treatment plants located to the north primarily aerate wastewater removing oxygen demand. The Budd Inlet Plant employs a complex biological process to remove nitrogen. The nutrient removal process was recently upgraded.

As originally forecasted, LOTT constructed two reclaimed water treatment plants located off Martin Way in Lacey treating approximately 1.5 million gallons per day and the Budd Inlet Reclaimed Water Plant treating approximately 1.5 million gallons per day. The City of Tumwater uses reclaimed water at the golf course produced by the Budd Inlet Reclaimed Water Plant. The Martin Way Reclaimed Water Plant transfers reclaimed water to the Hawks Prairie Ponds Recharge Basins for groundwater infiltration following wetland treatment. The site serves as a community park.

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Current master planning efforts forecasts to 2050 as the original Water Resource Management Plan's forecast ended in 2020. The conversion rate of septic tanks to sewers as forecasted was much higher in 2000 than actual conditions today. The new plan benefits from lessons learned as satellite facilities require extra resources for operations not originally envisioned. Changes in the regulatory environment include Department of Ecology placing limits on the total maximum daily load of nitrogen and oxygen demand discharge into Budd Inlet affecting how the plant treats wastewater. With climate change and more intense storms, LOTT needs to move up the timeline for upgrading pumps and collaborating with the City of Olympia and the Port of Olympia on sea level rise.

The 2050 master planning process was organized into three phases. The first phase focused on the Budd Inlet Treatment Plant followed by the second phase of examining capacity strategies (reclaimed water) to construct more reclaimed water infrastructure to eliminate discharge to Budd Inlet. Phase 3 is currently in process and involves sharing results and receiving feedback from partner jurisdictions.

Mr. Kennelly described details of the first phase of evaluating Budd Inlet Treatment Plant infrastructure and processes. The outcome was a 2050 site plan maximizing flexibility. Recent upgrades enabled the consolidation of treatment processes to enable more efficiency in both power consumption and space for other processes. The evaluation identified property needs to accommodate future growth. LOTT representatives are in discussions with Port of Olympia representatives about the possibility of purchasing property for future options to expand the plant.

Phase 2 explored capacity and the original vision of constructing more satellite facilities and reclaimed water plants for groundwater infiltration and irrigation. Another option was identified of enhancing treatment at the Budd Inlet Treatment Plant as increased effectiveness in treatment affords more capacity at the plant. The original plan identified a treatment plant in Tumwater Valley, some infiltration sites to the south, and an extensive purple pipe network. Satellite plants require additional staffing, security, chemicals, and additional pumping and pipe infrastructure. Undeveloped sites purchased by LOTT to install facilities or infiltrate groundwater have been identified as providing a lower range of capacity than originally envisioned. Additionally, purple pipe networks are limited to the area of the force main system. The first option in the original plan of producing reclaimed water has resulted in identifying a site with the most capacity, which is a site located furthest to the south requiring an eight-mile pipeline at a cost of over \$115 million. Although, the option is available, the

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investment would be substantial. A new option would enhance treatment because it is more cost effective. The option focuses on the Budd Inlet Treatment Plant by increasing the reduction of nitrogen and bio-chemical oxygen. Additional treatment steps could be included in the process to increase benefits.

LOTT is regulated on the total amount of nutrients in cleaned wastewater. The pounds of nitrogen discharged to Puget Sound are limited each day. As the community continues to grow, LOTT is limited to the same threshold each day. To meet the needs of growth, the enhanced treatment reduces the amount of nutrients.

The new plan's strategies focus on enhanced treatment at the Budd Inlet Treatment Plant because it is more cost-effective and takes advantage of new technologies to enable the plant to significantly increase discharge capacity. Expanding reclaimed water is important as it is a community value and because of LOTT's capacity to expand existing facilities at Martin Way and at the main plant it is possible to expand production of reclaimed water as demand dictates and as more capacity at the plant is required.

The 2050 Plan is cost effective. It focuses on expanding existing infrastructure requiring less staff resources, eliminates the need for construction of extensive pipelines, and it enables LOTT to surplus some of the properties purchased as part of the original plan. The plan continues to support public values, treats wastewater as a resource, and provides multiple community benefits and flexibility by adapting to changing regulations and to changing needs of the partners.

LOTT has scheduled Forum 2 on February 27, 2023 to receive feedback on the 2050 Plan. LOTT will complete a SEPA review. Following completion of those efforts, the LOTT Board will be asked to approve the plan.

Mr. Kennelly addressed questions on protecting the main plant from future sea level rise. LOTT is collaborating with the City of Olympia and Port of Olympia. In terms of flooding occurring at the plant, LOTT has identified several areas within the plant that would be susceptible to flooding from sea level rise. LOTT is currently completing some improvements such as adding stem walls to protect areas of the plant. A major threat to the plant is flooding of downtown streets that lead to increased flows to LOTT as saltwater affects the plant's biology treatment processes. During the recent high tide event, LOTT installed magnetic mats on combined sewers in downtown Olympia to reduce flows into catch basins.

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Mr. Kennelly was asked to share information about the Department of Health's (DOH) program on testing of wastewater to detect the presence of COVID. LOTT is collaborating with DOH to test samples and share information with DOH. Wastewater epidemiology addresses the incidence, distribution, and possible control of diseases and other factors relating to health.

Mr. Kennelly addressed environmental concerns surrounding a new bottling company locating on Port-owned property in Tumwater. The City of Tumwater's development regulations oversee the operational limits allowed under the law, which also determines anticipated sewer flows. The owner pays a connection fee to LOTT, which funds future capacity to treat water. The agency's planning process includes a buffer to account for major users of large volumes of water. LOTT staff is coordinating with City staff to obtain more information on the volume of usage. LOTT is also responsible for providing a pre-treatment program in terms of industrial waste. Many industrial users have a pre-treatment requirement whereby the use is regulated and the company pays an additional charge for excess nutrient loads discharged by the company. Users have an option of employing a pre-treatment process prior to discharging to the LOTT system.

Mr. Kennelly explained how the wastewater treatment plant not only produces reclaimed water, the process produces bio-solids used to fertilize agricultural fields in Eastern Washington and bio-gas used to generate electricity.

Mayor Sullivan thanked Mr. Kennelly for providing the presentation.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

**FUTURE OF  
HYBRID &  
VIRTUAL  
MEETINGS**

City Administrator Doan described current meeting formats for City meetings. New state law requires the City to provide an in-person site for all meetings so the public can attend. The requirement requires additional staff resources and a meeting location. The Association of Washington Cities is working on legislation to change the requirement because not only is the requirement time-consuming, there are concerns about staff safety for employees staffing a meeting location when City Hall is empty. The City of Tumwater is one of the test jurisdictions and is tracking the number of people attending meetings.

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Councilmember Swarthout inquired about the possibility of changing the worksession to start at 6 p.m. rather than 5:30 p.m. Councilmembers Dahlhoff, Schneider, Jefferson, and Agabi supported the suggestion.

Councilmember Cathey supported continuing the City's virtual option for all City meetings through the winter months and revisiting the meeting format in the spring. Councilmember Althaus agreed with the suggestion.

The Council agreed to continue the virtual/hybrid meeting format for all City meetings and revisit the issue in the spring, as well as supporting a change in the worksession meeting time to 6 p.m.

City Attorney Kirkpatrick noted that the meeting time change requires an amendment to the Council Rules.

Mayor Sullivan queried the Council on interest for participating in this year's Odd Fellows Memorial Day observance at 11:30 a.m. on May 29, 2023 for approximately one hour. Councilmember Swarthout volunteered to attend and speak at the event if she is available in May. Councilmember Dahlhoff offered to serve as the alternate if Councilmember Swarthout is unable to attend.

**ADJOURNMENT: With there being no further business, Mayor Sullivan adjourned the meeting at 6:52 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, psmsoly@earthlink.net

**TUMWATER CITY COUNCIL MEETING  
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**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Water Resources & Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, and City Clerk Melody Valiant.

**SPECIAL ITEMS:**

**PROCLAMATION:  
MARTIN LUTHER  
KING, JR. DAY,  
JANUARY 16, 2023:** Councilmember Jefferson read a proclamation declaring January 16, 2023 as *Martin Luther King, Jr. Day*. The proclamation urges all people to join in and take the opportunity to reflect upon Dr. King's vision and rededicate ourselves to continuing to advance the principles of justice and equality for all.

Mayor Sullivan recognized Thelma Jackson and presented her with the proclamation.

Ms. Jackson acknowledged the proclamation on behalf of Reverend David L. Reeds and the New Life Baptist Church. The church sponsored a magnificent commemoration of Dr. Martin Luther King, Jr. as a community-wide gathering to reinsert a community-wide celebration of the life and legacy of such a great man. The church was very successful in its efforts attracting people from across Thurston County along with the presence of many City of Tumwater residents. Thurston County, City of Lacey, and the City of Olympia also issued proclamations. It is the desire of the church to bring the Martin Luther King holiday back into perspective as not only a day of service but also a day to remember and honor his life and legacy. Today, there is a lack of unity; there is institutional and individual racism, economic and healthcare inequities, miscarriages of justice, white supremacy ideology, and assaults on democracy, political chaos, hatred, discrimination, misinformation, violence, and conspiracy theories. Society is suffering from the fatigue of despair. Celebrating Martin Luther King is an opportunity for the community to come together. She complimented Councilmember Jefferson for her leadership in promoting the proclamation issued by the City of Tumwater. In 2023, a new commitment has been promised as a black community and as the New Life Baptist to provide some leadership to local efforts. Members are appreciative that the City of Tumwater will be part of those efforts moving forward.

**PUBLIC  
COMMENT:** **Brisa Sabel, 2833 Calais Lane NW, Olympia, WA 98502,** said the National Academy of Sciences in a worst case scenario projects sea level rise of 28 inches by 2100 resulting in a loss of 690,000 square miles of

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land and displacing 2.5% of the world's population. As climate changes rapidly, farmers will not be able to support the same crops or sustain the same level of production. By 2050, 500,000 people could die from food insecurity as a direct result of climate change. According to the World Health Organization, climate change is estimated to kill five million people between 2030 and 2050 and 83 million people by 2100. In 2021, members of the Tumwater City Council passed the Thurston Climate Mitigation Plan (TCMP) in response to the demands of many community members. At that time, many in the community believed that finally, elected officials were taking action to protect the world. Passage of the TCMP means nothing if there is no implementation. Her first demand is to draft and pass an implementation strategy. Second, prioritizing strong climate policy goes hand in hand with values of public health, equity, and a localized economy. It does not however, go hand in hand with corporate greed. The Council should deny Coco Cola a 27-year lease. In this time of increasing climate chaos, it is unknown what the next 20 years will look like let alone the next 75 years. Signing away natural resources to a company that has been voted as the worst plastic polluter in the world for the last five years is not only idiotic it makes it nearly impossible for the City to reach its targets spelled out in the TCMP. Signing the lease will prove the Council is untruthful and untrustworthy. Along with the passage of the TCMP, the Council declared a climate emergency. The Council should act on the emergency, develop emergency procedures, and free up emergency funds. Government was not built to act with the urgency the climate crisis demands. The Council must enact urgent structural change or the people the Council serves will suffer.

**Chris Lester, 4134 107<sup>th</sup> Avenue SW, Olympia**, provided self-introduction as the Governmental Affairs Director for Thurston County Realtors Association. The association offers its assistance to the Council in terms of housing concerns and issues.

**Deborah Boos, resident of the Bridlewood Neighborhood**, spoke in response to an email update on December 22, 2022 on the proposed Operations and Maintenance (O&M) facility at the Trails End site. The email is representative of a shiny objective and insinuates that the passage of the levy to fund the facility will result in the neighborhood receiving a park, roundabout, and sidewalks. The email mentions the dedication of land for a park. The 2017 Metropolitan Park levy was passed for the purpose of a park and not to facilitate building the O&M facility. A quote by City staff spoke to general approval of the facility. However, there is general approval by the neighborhood for a park but not the O&M facility. Outreach to the media using that statement is manipulative. The sidewalks are another shiny object. She questioned whether the safety of constituents only matter if the facility is built. Since 2014, hundreds of homes have been built in the surrounding neighborhoods. 79<sup>th</sup> Avenue serves as a busy racetrack to surrounding neighborhoods. Sidewalks should be built but

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not for the facility. The roundabout is the third shiny object promoted by the City. For years, residents have requested a roundabout at 79<sup>th</sup> Avenue and Old Highway 99 due to heavy congestion in the area. It appears the Council is saying no O&M facility will result in no roundabout. The O&M will be moving from a four acre site to six acres. As it is planned today, O&M operations would completely fill the space as the original goal was for 10 acres which was reduced to six acres. She asked about the long-term plan and how the City plans to expand in the next 10 to 20 years as no open space is available. On January 3, 2023, she submitted a formal request for public records of any information relating to a feasibility study. Staff was unable to locate any information. She cited three examples of the study mentioned in a memorandum from John Doan dated on December 9, 2021 describing the site requirements and the four sites that were eliminated and why. She requested information on the Trails End site as there must be records of the pluses and minuses of the Trails End site. A second reference to a feasibility study was during the open house Q&A, which stated that the City completed many elements of a feasibility study and the results have not been compiled into a single feasibility study. She asked why the results were not consolidated and questioned the availability of notes. The third example was an email from Mayor Sullivan on October 17, 2022 stating that plans would be submitted for a feasibility study plan review and SEPA review as part of the permitting process. She asked whether it would have been wise to complete the study prior to spending taxpayer money to determine the Trails End site was not a feasible option. As mentioned, no record could be found. She questioned whether the City is pushing forward on the facility without going through the proper channels. It appears the City is using the park, roundabout, and sidewalks as leverage to pass a levy. It is the City of Tumwater that wants the O&M facility at the Trails End site that will impact many residents.

**Mary Pryor, 1615 Derby Lane, Tumwater**, said she serves as the Bridlewood Neighborhood Homeowners Association Vice President located across from the proposed O&M facility. She shares the concerns of many of the residents. She understands Tumwater voters passed a levy to pay for a park on the Trails End site and it did not include the O&M facility, a roundabout, or sidewalks. Residents wonder why years after passing the original park levy it is now included in the other projects. It appears to be intentionally deceiving to include an approved project with others that are somewhat questionable. She asked whether the Council mislead the voters to secure a partial payment when asked to vote on the park or whether the Council is misleading residents today by appearing to make those distinctly different projects a package deal even though funding for the park was approved by voters. She also requested a copy of the feasibility study or at the very least, the components if the study was not available. She was told there was no feasibility study. She questioned the Council's approval of the maintenance facility without investigating its impact on more than 800 homes that will inevitably be affected. She



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has never heard of having thousands of dollars invested in design without an accurate assessment of the feasibility. The other concern is the lack of consistency. Initially, she was told that the O&M facility would be on six acres on the west side of Trails End Drive and that the park would be located on 16 acres on the east side of the street. At the May community meeting, Chuck Denney and Ann Cook assured her that the entire 16 acres would be park with some finished elements and some walking trails. She asked about parking because she was informed that no parking would be provided on the park side of the street because parking was not a standard for neighborhood parks. However, after reviewing the plan, it appears parking is included for up to 100 vehicles. After another follow-up call, she was assured parking would not include more than 50 parking spaces, but there was no clarification as to whether that number was firm or even if it includes the heavy equipment or employee parking from the O&M facility. Finally, it should be an indication to everyone that this is not the right site for an O&M facility because of the additional costs of the building so vehicles will not need to backup to avoid the loud back-up beeps that would disturb nearby residents. What everyone wants is a much more in-depth study by an external agency before proceeding with the O&M facility. The Council needs to show voters that they are proceeding in good faith by getting started on a park previously financed by voters.

**Carla Wulfsberg, 709 North 7<sup>th</sup> Avenue SW, Tumwater,** commented on her support of the young people attending the meeting. The Council should serve as a model for the community by committing to climate actions that result in the well-being to all who live in Thurston County. She spoke to two other issues. Many in the community are concerned about the Council's stewardship of the environment and quality of life in Tumwater surrounding the Port of Olympia's Olympia Regional Airport. Every 10 years, the airport updates its master plan. She asked the Council to scrutinize the update because of potential detrimental effects on Tumwater. Airport staff and the airport director are dismissing public concerns by indicating the public has misinformation. However, should the Council scrutinize the plan, members would learn that the plan speaks to the potential for 630 operations per day (takeoffs and landings). The issue surrounds noise and pollution as planes are fueled by leaded diesel fuel creating a public health risk. Airport staff is downplaying the issues. The proposal undermines the TCMP. She asked the Council to thoroughly review the master plan update as it affects everyone in Tumwater and the entire South Sound community. Many of the young people attending the meeting are concerned about the Coco Cola plant. It is another lease the Council should scrutinize. If the Council has not reviewed the lease, the Council would not know that the plant may not be a Coco Cola plant as it could be any type of plant as the lease allows the company to assign the plant to another company.

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**Sheldon Watson, 3415 Amhurst Street SE, Olympia,** commented on the proposed Coco Cola plant lease on Port of Olympia property and the presentation on November 28, 2022 by representatives from Coco Cola on a proposal to build a bottling plant. After his review of the proposed lease, he identified the proposal as the largest Coco Cola bottling plant in the world of 667,000 square feet with the lease allowing up to 4,200,000 square feet or six times larger making it possible to build a 10,000 foot runway 400 feet wide handling cargo aircraft and wide-body aircraft. The lease is with Squire Pacific out of Provo, Utah. However, on December 14, 2022 the lease now lists Squire Land Inc. that was incorporated in Delaware on November 29, 2022. Additionally, Squire Pacific is listed on the Hong Kong Stock Exchange. Some pretty serious issues are appearing on the horizon as it is unknown as to the plans by Square Pacific other than the website advertizes that once a building is constructed, the company withdraws and reinvests in another venture. The company employs 38,000 worldwide and serves as a holding company and that Squire Coco Cola is a subsidy as well as an airline company owning 51% of the company with aviation maintenance assets. It is clear as to the long term goal of the company, which speaks to the importance of the Airport Master Plan. As a life-long defender of the U.S. flag, the issue of a foreign country buying assets requires a company to submit a request to the Committee on Foreign Investment of the United States through the Department of Treasury to assess the company to ascertain any national security threats the company might pose. However, companies registered in Delaware are unknown, which is problematic.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council, December 6, 2022
- b. Approval of Minutes: City Council Joint Planning Commission, December 13, 2022
- c. Approval of Minutes: City Council Worksession, December 13, 2022
- d. Payment of Vouchers
- e. Ordinance No. O2023-001, Update to Tumwater Municipal Code Title 9 Criminal Code
- f. Resolution No. R2023-002, Adopting Amended City Council Rules and Procedures
- g. Grant Agreement with the Department of Ecology for the Septic to Sewer Conversion Program - ***Pulled***
- h. Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning
- i. Grant Agreement with the Department of Ecology for Golf Course Parking Lot Stormwater Retrofit Design
- j. Service Provider Agreement with Homes First for Affordable Housing
- k. Service Provider Agreement with Stantec for the Pioneer Park Riparian Restoration Amendment 1

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- l. Service Provider Agreement with HDR Engineering for Corrosion Control Study Amendment 1
- m. Service Provider Agreement with Summit Towing for Towing Services Amendment 3
- n. Service Provider Agreement with Greer Environmental Consulting for Project Management Services Amendment 2
- o. Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design
- p. Service Provider Agreement with SCJ Alliance for the Capitol Boulevard /Trosper Road Intersection Improvement Project Fourth Amendment
- q. SolSmart Solar Statement
- r. Local Agency Haul Road/Detour Agreement with Washington State Department of Transportation for I-5 / US 101 / Deschutes Parkway NB Off Ramp
- s. 2023 City Council Meeting Schedule and Summer Recess
- t. 2023 Long Range Planning Work Program
- u. American Chestnut Heritage Trees Nomination
- v. Appointment of Joel Hecker and Joe Munro to the Board of Parks and Recreation Commissioners

Councilmember Dahlhoff requested pulling item g - *Grant Agreement with the Department of Ecology for the Septic to Sewer Conversion Program* for further discussion.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Schneider, to approve the consent calendar as amended. Motion carried unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

Mayor Sullivan invited the Homes First representative to speak to the approval of the service provider agreement.

Trudy Soucoup, Executive Director, Homes First, reported on the conversion of a vacant house located off Henderson Boulevard to house six women who are in recovery in partnership with Oxford House International. The Council approved a septic to sewer conversion. She thanked the Council for its support of the project.

Mayor Sullivan acknowledged former Mayor Pete Kmet who was instrumental in moving the proposal forward. She recognized the many young people in attendance.

**PUBLIC  
HEARINGS:**

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**RESOLUTION NO.  
R2023-001, IN  
SUPPORT OF THE  
OLYMPIA  
TUMWATER FIRE  
AUTHORITY  
PROPOSAL:**

City Administrator Doan reported in 2019, the City of Tumwater in conjunction with five other jurisdictions in the region completed an assessment of fire and emergency medical services in the region. The assessment included some measures for consolidation and regionalization as an appropriate step for the jurisdictions to consider. In May 2021, the cities of Olympia and Tumwater entered into an interlocal agreement to study the formation of a regional fire authority (RFA), a fire organization allowed by state law. A RFA Planning Committee was established comprised of three Councilmembers from each city in addition to both Fire Chiefs and labor representatives serving as non-voting members. The committee met twice each month and formulated a proposal presented during public hearings and to the councils. A joint city council meeting was conducted on October 25, 2022 to review the proposed plan. The committee also hosted several virtual community town hall meetings. The committee approved and forwarded the RFA Plan on November 14, 2022 to both councils. On December 6, 2022 Joint Resolution No. R2-22-014 was adopted by the Olympia and the Tumwater City Councils approving the Olympia Tumwater Regional Fire Authority Plan and placing the proposal on the April 25, 2023 ballot. State law allows the City Council to take collective action on a proposed ballot measure following an opportunity for the public to provide testimony in opposition or support of the ballot proposition. The City of Olympia is conducting a public hearing concurrently. Following completion of the public hearing and testimony by the public, staff recommends the Council adopt Resolution No. R2023-001 to convey the collective decision to support Proposition 1 on the ballot in April 2023.

Mayor Sullivan opened the public hearing at 7:37 p.m.

**PUBLIC  
TESTIMONY:**

**Walt Jorgensen, 823 North Street,** said he has benefitted from the quick arrival and the expertise of the Tumwater Fire Department on more than one occasion. Every few years, several trees on his property are ignited due to wire damage caused by squirrels. Over 90%, based on best estimates, of the emergency calls the Tumwater community receives are for medical service rather than for fire. He questioned why the Fire Department dispatches fire engines instead of ambulances by increasing the number of medical aid vehicles. He asked why medical aid vehicles typically are not staffed with a medical doctor or other medical professional. He asked how medical aid vehicles are positioned around the City to maximize coverage or minimize response time. He questioned whether the fire benefit charge is reflective of the level of emergency medical services needs. It appears all the elements in the equation are related only to fire. He never expected to learn that using a square root would be a factor in establishing the fire benefit charge.

**Brad Ridgeway, 9220 Jennifer Lane NW, Olympia,** conveyed appreciation of Mr. Jorgensen's comments as the Fire Department could

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use more aid units as well as more EMS personnel. The Fire Department has to respond with fire engines with a crew of three because the department has only two staffed fire engines in the City that must respond to medical calls, traffic accidents, structure fires, gas leaks, or rescues. The fire engines include all the necessary tools and equipment to respond to all types of emergencies. Although fire personnel would prefer to respond in a more efficient manner, the Tumwater Fire Department lacks the resources and the personnel. Today, the Fire Department competes for general fund monies during each budget cycle by submitting requests documenting needs. The Fire Department competes against law enforcement, parks, and other City services. The Fire Department is a priority in addition to roads, law enforcement and other services the community needs. The City is subject to a maximum tax cap for City government, which the City is pushing towards to maintain standards the community is accustomed to or could achieve. The RFA is an opportunity to take fire and emergency medical service from City government finances create independent fiscal autonomy providing the potential for growth and response the community desires in the future. He understands the fire benefit charge is a calculation that has distracted some; however, it is a common equation used by insurance companies throughout the country and every other fire authority that assesses a FBC in the state. He offered to meet with Mr. Jorgensen and review the formula. He asked the Council to support the proposal as a firefighter for the City for over 25 years. This is the first step in something that will improve service to the entire county at some point and would definitely help the citizens of Tumwater.

**Pete Kmet, 434 C Street, Tumwater**, testified in favor of Resolution No. R2023-001 endorsing Proposition 1 and creating a Regional Fire Authority. The City is at a critical time in the history of fire departments with response times increasing and firefighters working longer hours with a need for new equipment. Creating a Regional Fire Authority merging Olympia and Tumwater will help address those needs. Over the years he has seen the Fire Department respond to small fires and medical emergencies in his neighborhood, as well as large fires, such as the one occurring at the Olympia Brewer. He has watched firefighters and medics handle calls professionally and with compassion. People in the community are relying more and more on the Fire Department not just to respond to fires, but for general welfare and health-related calls. In many ways, fire departments have become the local doctor making house calls no longer offered by doctors. The result is fire and medical responses and costs increasing quicker than the overall general fund budget competing with other City priorities including many of the actions the Council approved earlier in the meeting, such as climate change response, tree protection, and historic preservation. The present course is not financially sustainable. Combining the Tumwater and Olympia Fire Departments makes sense and will provide an opportunity for efficiencies. The funding package will provide a diverse and sustainable funding source for fire and

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medical response. There is no increase in property taxes as the City will reduce its tax by the amount transferred to the RFA. The fire benefit charge is calculated using a method that is based on insurance companies calculating fire risk. It is a common formula used by many fire departments throughout the state and it spares smaller houses and businesses by paying less than larger houses and businesses. The RFA would be more transparent and accountable to the voters rather than buried in a city budget. It is important to provide firefighters and medics with funding and an organizational structure they need to continue to perform the great work they are providing to the community. He urged the Council to support firefighters and medics by voting in favor of Resolution No. R2023-01 endorsing Proposition 1 creating a Regional Fire Authority.

With there being no further public testimony, Mayor Sullivan closed the public hearing at 7:47 p.m.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to adopt Resolution No. R2023-001 in support of the Olympia Tumwater Fire Authority proposal.**

Councilmember Cathey requested an explanation for the purpose of the motion as she has been asked by several constituents why the Council is voting again to approve the RFA Plan.

City Administrator Doan explained that on December 6, 2022, Tumwater and Olympia City Councils approved placement of the RFA Plan on the April 2023 ballot. The current proposal is a resolution conveying collective support of Proposition 1 to form a regional fire authority as the Olympia Tumwater Fire Authority and approve adoption of the RFA Plan for governance, operations, and financing including the imposition of a benefit charge for voter consideration. Under Washington state law, the Council is generally prohibited from taking a position on a ballot measure; however a provision in state law enables the Council to take collective action to support a ballot measure once an opportunity has been provided to the public to speak to the proposal. The proposed motion is a collective action to support the ballot measure.

Councilmember Cathey commented that her vote supporting the placement of the ballot measure was reluctant because there were outstanding questions that should have been answered for the community. The fire benefit charge is one issue, as well as the creation of a separate taxing district. Those are questions that perhaps she lacks understanding regardless of prior questions and answers. She was unaware of the Council's action for another vote as she is anxiously waiting to hear the voice of the people through voting. Regardless of the outcome of the vote, she will support the motion and work towards a successful resolution regardless of the outcome. She is reluctantly voting in support of the

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resolution because much more communication by the City to the community is necessary.

Councilmember Dahlhoff expressed appreciation of the concerns because they are valid; however, all the work that has been completed and presented addressed those concerns. The policy work of the Council revolves around the creation of belonging, cultivating relationships, identifying new opportunities and efficiencies, and designing the future. The last two policies pertain to the current proposal to develop a regional solution to avoid critical mass. The RFA Planning Committee with input from each Council identified the root of the challenges by listening to experts and to those personnel who are dealing with the issues daily to try and identify a solution, which has been identified as the regional fire authority. Although not perfect as nothing is ever perfect, the community is owed a better design for the future with improved efficiencies. She is appreciative of the comments as well as Councilmember Cathey's support for the resolution.

**MOTION:**

**The motion carried unanimously.**

**COUNCIL  
CONSIDERATIONS:**

**RESOLUTION NO.  
R2022-013,  
TUMWATER  
COWLITZ TRAIL:**

Director Denney presented the proposal for approval of a resolution designating the Cowlitz Trail section as part of the Oregon Trail system. The resolution was developed and approved by the Historic Preservation Commission and forwarded to the General Government Committee for review and a recommendation to the Council. The General Government Committee recommends adoption of the resolution. Director Denney introduced former Councilmember Dave Nicandri and current member of the Historic Preservation Commission to speak to the proposal.

Mr. Nicandri noted that he was a member of the design committee for the City Hall building when it was built in the 1980s and was elected to serve on the City Council in 1977. The resolution's historical narrative begins with the National Trails System, a Lyndon B. Johnson Great Society legacy first proposed in 1965 during his State of the Union Address. The Secretary of the Interior Stewart Udall, a conservationist in American History tasked the Bureau of Outdoor Recreation (BOR) to conduct a nationwide feasibility study resulting in the Trails for America document published in December 1966. The document includes several recommendations and initial ideas for national trails, such as the Pacific Coast Trail and the Lewis and Clark Trail. In 1968 the National Trails System Act was enacted as a federal statute. In 1977, the Oregon Trail was recognized after a route study was completed for inclusion as a national trail component. Another study considered the notion of one primary route for the Oregon Trail while limiting further segments

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identified between 1841 to 1848 because the California Gold Rush was such a transformative affect because of the 49ers (people migrating to California from all over the world to pan for gold). At that time, it was believed there were too many routes within the Oregon Trail with historians and BOR finally settling on one primary route scheme. In 1978, Public Law 95-625 created the National Historic Trails Act, which recognized the Oregon Trail from Independence, Missouri to Oregon City, Oregon. Subsequently, visitor centers were constructed along the trail system. By the late 1990s, an emerging awareness acknowledged that the trail system was a single primary route construct of the original BOR structure that had eliminated many important trail variances from consideration and recognition. Three of those trail segments are located in the state. One trail segment of importance to the region and to the Tumwater community is the Cowlitz Trail of Puget Sound, which the Bush-Simmons party traveled on in 1845.

As part of a National Parks Service Trail Update in 1999, the National Parks Service Solicitor General ruled that trail segment additions could not be completed administratively and would require action by Congress to add additions to existing National Historic Trails. In 2009, in an attempt to address that limitation, President Obama signed Public Law 111-11, the Ominous Public Lands Management Act, authorizing further study of many new segments to the Oregon Trail and other national historic trails. The draft study was completed in September 2017 with the final study completed in January 2020 right before the COVID pandemic. Many segments across several trails were studied and 14 met the revised criteria for inclusion and should be officially recognized as nationally significant and relevant to public creation, public recreation, and historic interest.

The proposed resolution is intended to solicit interest to acknowledge the historic value of the Cowlitz Trail as its designation would enable the installation of trail signs similar to other national historic trail signs. The signs could be installed along the route ending at the Brewery Park at Tumwater Falls, designating the end of the Bush-Simmons trail they blazed to Puget Sound in 1845. Mr. Nicandri offered to answer questions and urged adoption of the proposed resolution.

Councilmember Dahlhoff recognized Mr. Nicandri for acknowledging other people and other histories when he presented the proposal to the General Government Committee.

Councilmember Agabi asked whether the Cowlitz Trail predates Washington statehood. Mr. Nicandri affirmed that the state was recognized as a state in 1889. Tumwater is the founding American settler colony of what became Washington State.



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Councilmember Agabi commented that Fort Vancouver is where the United States ended and the area of Washington was Canada. The information conveyed is inaccurate because as a former resident of the State of Oregon, he is aware that the Oregon Trail ended near Astoria and that there was no mention of a trail continuing from Astoria to Washington State. Mr. Nicandri responded that Fort Vancouver was established in 1825 by the Hudson Bay Company, a British chartered corporation. The Hudson Bay Company expended many efforts for more than 20 years to discourage American settlement north of the Columbia River because the boundary between Great Britain (Canada) and the United States had not been settled and was not settled until 1946, a year after the Bush-Simmons party arrived in Washington. Although Fort Vancouver is an important site as a settlement, it was not an American colonial founding settlement.

Councilmember Swarthout asked whether the request is to forward the resolution to the State Legislature for consensus to forward to the U.S. Congress. Mr. Nicandri explained that his request as discussed by the General Government Committee and the Historic Commission is to forward the resolution to the Thurston County legislative delegation with additional advocacy by the Legislature to raise the profile of the request to the U.S. Congress.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Jefferson, to adopt Resolution No. R2022-013, Tumwater Cowlitz Trail.**

Councilmember Schneider asked whether Old Highway 99 would have signs installed in recognition of the route as part of the Oregon Trail. Mr. Nicandri affirmed the goal is to install signage along Old Highway 99. Initially, the route was a Native American/indigenous trail from the Columbia River basin to Puget Sound, which later was known as the Oregon Trail blazed by the Bush-Simmons Party and eventually recognized as the Pacific Coast Highway followed by Old Highway 99. Some maps dated in the 1920s depict that delineation. His vision is a series of signs installed at the southern area of the City on Old Highway 99 to the Brewery Park at Tumwater Falls.

**MOTION:**

**Motion carried unanimously.**

**GRANT  
AGREEMENT WITH  
THE DEPARTMENT  
OF ECOLOGY FOR  
THE SEPTIC TO  
SEWER  
CONVERSION  
PROGRAM:**

Councilmember Dahloff recommended staff provide additional information on the cost of current septic maintenance versus the conversion and the estimated costs for residents.

Director Smith reported conversations with representatives of the Velkommen Mobile Home Park began in 2019 when the park began experiencing issues with its water system provider. The park was served by private wells. Representatives contacted the City to discuss potential

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connection to the City's water system to serve the mobile home park. During those conversations, the option of conversion of the septic systems was also considered.

Approximately 10 years ago, the cities of Lacey, Olympia, Tumwater, and Thurston County initiated conversations about urban density septic systems and the risks posed by the systems to groundwater supplies serving the population. The work was spearheaded by Thurston County Public Health to review data and science during a regional septic summit. At that time, the mobile home park was identified as one of the higher risk neighborhoods for urban density septic systems and groundwater pollution. During meetings with the mobile home park representatives, staff shared information on various incentives and the costs associated with septic conversion. Water system connection of the park system was also costly and was offset partially by a \$30,000 grant from the state to help facilitate the conversion. Conversion to sewer is a higher cost of approximately \$1.5 to \$2 million for all the septic systems representing a significant financial burden for the property owners and to residents in the park. At that time, further discussions were deferred pending further research to locate additional financial resources. Over the last year, staff worked with the Department of Ecology to secure a grant of \$1 million to serve as a model project for other mobile home parks in the state. The grant would cover the cost of conversion construction as well as post construction costs of ongoing maintenance of systems on site, monthly costs of treatment, and conveyance. Mobile homes in a park are different than a single family home with a single connection. The park includes 39 units. The proposal consolidates those units as one connection with a master connection to the City's sewer system. The process also includes a social-marketing campaign to identify the benefits and barriers for sewer conversions. The project consists of two phases with the first phase exploring the feasibility of conversion, design development, identifying construction costs, and identifying barriers and benefits of a conversion program. If it is possible to identify motivators and incentives to assist owners and residents to move forward on a project, the remaining funds from the grant would be dedicated to actual conversion costs of the project. The process will require several years with the first six to eight months focused on the marketing campaign to identify motivations and barriers for moving forward on a sewer conversion project. Next steps would identify the project costs for both the property owners and residents followed by conversion. One of the potential outcomes of the project is a master meter program for a neighborhood connection versus a single-family connection.

Additionally, the City of Tumwater offers a lifeline utility discount program providing significant discounts on utility costs for seniors, disabled seniors, disabled residents on fixed incomes, or low-income

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households. Staff will explore the possibility of applying those discounts to a master meter program.

Septic systems also incur a lifecycle cost involving routine maintenance and replacement when necessary that are comparable to the wastewater fees charged by the City and LOTT Clean Water Alliance.

Councilmember Cathey asked about the location of the mobile home park and whether the location would impact the City's ability to convert septic systems to City sewer. Director Smith advised that the mobile home park is located west of I-5 off 70<sup>th</sup> Avenue. The City has sewer lines installed along Littlerock Road and 70<sup>th</sup> Avenue across the park's frontage, which reduces the cost of connection to the mobile home park.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to approve the Grant Agreement with the Department of Ecology for the Septic to Sewer Conversion Program. Motion carried unanimously.**

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**

*Leatta Dahlhoff*

The January 10, 2023 meeting included a briefing on updates to the Tumwater Municipal Code, an update on the Code Enforcement Program, and a briefing on the Police Strategic Staffing Plan for 2023 to 2028. Police Analyst Bowers presented some comprehensive staffing research. The staffing model is based on calls for service, average time for officer involvement, multipliers and complicating factors, minimum thresholds, proactive policing time buffer and accounting for time off, training, and vacations, which require 2.2 officers to staff one patrol element for 365 days coverage. More information will be presented on the comprehensive staffing model.

**GENERAL  
GOVERNMENT:**  
*Michael Althaus*

At the last meeting on January 11, 2023 members discussed the committee's meeting time and agreed to change the meeting to begin at 8 a.m. Members discussed two housing measures as part of the next steps in the passage of the tenant protection measures in late December focusing on rental housing registration and dispute resolution agreement and contract. The committee also reviewed the long-range planning work program. The next meeting is scheduled on February 8, 2023 at 8 a.m.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The next meeting is on January 19, 2023 at 8 a.m. The committee is scheduled to consider Acceptance of Work with Black Hills Excavating for the Tumwater Hill Park - Crosby Connector Project, receive a presentation on the Source Control Program, receive an update on the Corrosion Control Program, discuss transportation grants, and consider a

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Fuel Tax Agreement with the Transportation Improvement Board for Tumwater Boulevard Interchange.

**BUDGET AND  
FINANCE:**  
*Debbie Sullivan*

There was no meeting and no report.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

City Administrator Doan reported on his attendance to the first Basic Law Enforcement Academy graduation of Police Officer Samuel Hammond. Police Officer Hammond served as the class president. As a former U.S. Army Ranger, approximately 12 fellow U.S. Army Rangers attended the graduation in support of Officer Hammond.

Mayor Sullivan reported on her attendance to the Association of Washington Cities Mayors Forum. Following the meeting, all mayors in attendance met with Governor Inslee to discuss proposed funding for housing and next steps for addressing the housing crisis in the state.

**COUNCILMEMBER  
REPORTS:**

*Charlie Schneider:*

Councilmember Schneider reported on his attendance to the January 5, 2023 Public Works Committee meeting, the January 11, 2023 Thurston County Chamber of Commerce Forum featuring local mayors and discussions on homelessness and affordable housing, economic issues, and upcoming 2023 projects. His next meeting on Wednesday, January 18, 2023 is the Tumwater Chamber of Commerce meeting.

On Thursday, January 19, 2023, Water Resource Specialist Gilmore is scheduled to present at the Heritage Distilling Company on the *Journey Down the Deschutes Then and Now*.

On Friday, January 20, 2023, the Tumwater Youth Program is hosting a Tumwater Middle School event from 7 p.m. to 9:30 p.m. for elementary students with free t-shirts for participating students.

*Angela Jefferson:*

Councilmember Jefferson reported on her attendance to the Thurston County Drug Court graduation ceremony of six individuals on Wednesday, December 7, 2022.

On December 8, 2022, Councilmember Jefferson attended the LEOFF Disability Board meeting. Elections were conducted.

Councilmember Jefferson reported on her attendance to the Martin Luther King event in Lacey representing the City of Tumwater. She read the City's proclamation and shared information on the purpose of the proclamation.

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The Experience Olympia Beyond Board of Directors recently met and received an update on destination management and destination marketing activities in Thurston County reflecting an increase in short-term rentals by 52%, an improvement in website performance, and recognition of more aggressive actions required to attract business meetings to the region. The organization is planning to revamp new lead generation services. The priorities for the organization include maximizing the brand, increasing economic impact, and improving destination marketing.

***Peter Agabi:***

The City of Tumwater received a letter from the Transportation Policy Board on the award of funds for the X Street Roundabout and Trospen Road construction project. However, because of some amendments to other projects, a series of amendments must be completed to various transportation programs.

***Leatta Dahlhoff:***

Councilmember Dahlhoff reported on recent break-ins and vandalism of several 911 communications tower sites in the region. One site is estimated to cost over \$15,000 to repair the damage. The newly elected Thurston County Sheriff attended his first Thurston County Communications 911(TCOMM-911) meeting. The discussion focused on increasing surveillance, visual aids, and security as incidents are occurring more frequently in the region.

Councilmember Dahlhoff attended the Regional Fire Authority Planning Committee public hearing to review the fire benefit charge.

Future meetings include Senior Housing Action Team, TCOMM-911, Thurston County Opioid Response Task Force, LOTT Clean Water Alliance Board of Directors, and Law Enforcement Assisted Diversion.

***Michal Althausen:***

Previous meetings included attendance to the Regional Fire Authority Planning Committee meeting. Councilmember Cathey attended the last meeting of the Regional Housing Council as an alternate. Members discussed a proposal for a development for 160 units of permanently affordable housing. No decisions were rendered other than the proponents requested funding.

***Eileen Swarthout:***

Councilmember Swarthout attended the Regional Thurston Planning Council meeting on Friday, January 13, 2022. Members approved the letter opposing the airport proposal, TRPC Operating Budget for 2023 in addition to the Pay and Classification Plan, Human Service Transportation Plan, and received a presentation on the Regional Transportation Plan 2022 amendment cycle.

***Jon Cathey:***

Councilmember Cathey attended the January meetings of The Solid Waste Advisory Committee and the Olympic Region Clean Air Agency.

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Members voted unanimously to change the outdoor fire rule, which affects the City of Tumwater. In Tumwater, no fires are allowed in the City for any purpose to include recreational fires. The Olympic Clean Air Agency imposed the rules many years ago because of air pollution.

Councilmember Cathey attended the General Government Committee meeting and participated in the Regional Housing Council meeting on behalf of Councilmember Althausen.

**ADJOURNMENT:**      **With there being no further business, Mayor Sullivan adjourned the meeting at 8:48 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, psmsoly@earthlink.net

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
January 24, 2023 Page 1**

**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Community Development Director Michael Matlock, Water Resources and Sustainability Director Dan Smith, Finance Director Troy Niemeyer, and Transportation and Engineering Director Brandon Hicks.

**ENERGY  
CONSERVATION  
UPDATE:** Director Smith introduced Puget Sound Energy (PSE) Outreach Coordinator Hunter Haasig to provide an update on PSE's energy conservation programs and efforts to date.

Mr. Haasig provided an overview of PSE's residential and commercial programs, including rebates, incentives, energy product offerings, and utility assistance programs.

Highlights of the review included information on PSE utility goals for the entire customer base. PSE is striving to achieve clean energy goals of net-zero by 2045 in support of the Clean Transformation Act mandating all utilities in the state to be 80% clean and carbon neutral by 2030. PSE offers programs to residential and commercial customers to save money and reduce consumption of energy. Some programs include: rebates to customers, the Efficiency Boost Program to offer higher rebates on all upgrades to income-qualified customers, creation of Marketplace offering energy efficient products for moderate income customers, the Home Energy Lifeline Program providing assistance of up to \$1,000 each year as a credit to assist customers pay down balances, and home weatherization assistance to customers with an income 80% or less of area median income.

Different categories of renewable products offered by PSE include matching programs of green power, solar, and carbon balance allowing customers to achieve energy goals quicker. Customers participating in the program enable PSE to purchase renewable energy or carbon offsets on behalf of customers who pay more for each bill while receiving the benefit of achieving carbon neutral goals.

PSE's Community Solar Program is voluntary and customers can subscribe on a per-share basis at \$20 a share that is automatically added to the customer's monthly bill. The program requires an annual subscription with a penalty assessed if cancelled before the end of a year. Energy

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**MINUTES OF VIRTUAL MEETING**  
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generated by the shares is credited to the customer bill ranging from \$7 to \$11 a month. To ensure equity, 25% of the shares at each site are reserved for free to customers who have a lower income meeting the threshold of 200% or less of the federal poverty level.

PSE offers a variety of programs for every business type from industrial manufacturing to offices to help save energy and reduce customer bills. It is also possible to incentivize any measures or upgrades of either equipment or insulation exceeding code or saving energy that passes PSE's cost effectiveness criteria. The Clean Buildings Law was passed by House Bill 1257 is mandated by the state. PSE is providing tools to businesses to assist in complying with the new law because it is applicable to existing commercial buildings greater than 50,000 square feet, which will drop to 20,000 square feet. The bill establishes targets for energy usage based on area. The deadline for compliance is 2025 for larger buildings. Non-compliance will result in financial penalties. Industrial, agricultural, and those under economic hardship are excluded from the law.

Mr. Haasig affirmed he would follow-up in response to an inquiry as to whether the new law would be applicable to the former Olympia Brewery, which has been abandoned for a number of years.

To assist building operators in understanding the new law and ways to comply, PSE developed a Clean Building Accelerator Program designed to educate facility staff on how to utilize energy savings programs or energy saving projects. The program is free to PSE customers.

The PSE Customer Outreach program focuses on small and medium businesses as they represent the heart of communities. One PSE program provides a free energy assessment to small and medium-sized businesses and free installation of specific energy saving products. A similar program is available for small farms and lodging facilities with 150 rooms or less.

Mr. Haasig and several other PSE representatives addressed questions from the Council. PSE outreaches to communities to promote and raise awareness of PSE programs and incentives. Much of the outreach includes visits to businesses, email, social media, or attendance at community events. For example, during a recent visit to 50 small businesses in the Lacey area, 23 of the businesses signed up for a program. PSE provides home energy reports, which elicit a strong response from customers. At this time PSE does not have any type of follow-up program to discuss a customer's higher usage compared to neighboring properties as the program is driven by customers to take additional actions to reduce energy consumption. Customers can visit the online PSE Energy Center to answer



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**MINUTES OF VIRTUAL MEETING**  
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questions about existing equipment and operations to receive information on where usage of energy is higher to receive recommendations on ways to save energy and costs. PSE Customer Insights teams collect customer data from different sources and overlays the data with PSE customer information to identify highly impacted areas within communities that might have higher rates of asthma or are close to freeways/highways or other types of pollution sources. Vulnerable populations often experience higher level of health issues. PSE teams using a dashboard program containing information on specific areas help to assist in identifying areas of high-energy burden or other factors. Many of the teams randomly select five of those identified communities to focus outreach efforts.

Mr. Haasig confirmed a request to have PSE Outreach Coordinator Tommy Winslow for the Thurston region follow-up with the City Administrator and Mayor to increase communication and collaboration on available PSE services and community engagement.

Mr. Haasig reported in response to moving towards a clean energy transition, PSE's multi-faceted efforts will examine ways to produce more electricity to power electric vehicles and to account for an increased demand in electricity based on discontinuance of natural gas. PSE cannot compromise safety and reliability as it pursues that pathway. PSE also conducts an extensive long-term planning process forecasting energy needs for 2, 5, 10, and 20 years with plans to ensure the provision of energy is available as needed by customers.

Mayor Sullivan thanked the presenters for providing information on PSE energy programs.

**PROPOSED  
 PERMANENT  
 SUPPORTIVE  
 HOUSING PROJECT  
 FOR SENIORS:**

City Administrator Doan reported at the December 13, 2022 City Council Worksession, Council discussed allocation of the City's \$550,000 of ARPA housing funds. The Council assigned \$275,000 to the Franz Anderson Permanent Supportive Housing project and agreed to reserve another \$275,000 for a potential hotel conversion in Tumwater. The Housing Authority of Thurston County has an agreement to purchase a hotel building on Capitol Boulevard to convert to permanent supportive housing for seniors. The Housing Authority is required to provide a 5% match for a state grant and has requested the City allocate the remaining \$275,000 in ARPA funds for the project. He introduced Craig Chance, Executive Director, of the Housing Authority of Thurston County, to brief the Council on the proposed project.

Mr. Chance introduced Tom Rawson, Director of Administration and Development for the Housing Authority. He thanked Tumwater staff for

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**January 24, 2023 Page 4**

assistance in supporting the preparation of the grant application to the Department of Commerce by the deadline.

Mr. Chance described the purpose of the Housing Authority, a public entity operating rental assistance programs of approximately \$17 million annually serving approximately 1,900 households in Thurston County. The Housing Authority owns 553 below-market rental units with 28 units under construction in the City of Olympia off Lilly Road.

The Department of Commerce's Rapid Capital Housing Acquisition Program supports the purchase of properties through rapid acquisition to renovate into permanent housing. Utilizing the assistance of a local commercial realtor, the agency identified the Tumwater Inn, as the units resemble apartments affording an easier renovation project. The Housing Authority was able to contract for the property with assistance by the Department of Commerce.

Mr. Chance shared information on senior citizen demographics in the county and the number of senior households currently on the waitlist for housing assistance. Senior citizens represent one of the fastest growing segments of the homeless.

Mr. Chance described the extent of the renovations required to convert the property to rental units. Approximately 10 existing households living at the hotel long-term will need relocation assistance to ensure the households are able to find suitable housing.

The grant application was accepted by the Department of Commerce on January 12, 2023. The Department intends to post applications that continue through the review process with final funding decisions by February 28, 2023.

Mr. Rawson reported the property contains 24 units with one unit classified as a studio lacking kitchen facilities. The property was constructed in 1967 originally as an apartment complex and later converted to an extended stay hotel. The property is in poor condition requiring extensive renovation. A change in use will require the installation of sprinklers. Baseboard heat will be replaced with ductless heat pumps. The units will house seniors who meet the 30% of area median income requirement. Rental rates include \$479 for a one-bedroom, \$558 for a two-bedroom with the remaining 50% of units serving seniors meeting the 50% of area median income with rental rates of \$600 for a one-bedroom, \$900 for a two-bedroom and larger triplex units at \$950. The intent is to provide affordable housing to a population that does not have a voucher but live on

**TUMWATER CITY COUNCIL WORKSESSION**  
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a fixed income. The Department of Commerce's Rapid Capital Housing Acquisition Program includes a 40-year condition requiring the property to serve the application's targeted population. The Housing Authority has never changed the use of any of its properties. Most of the funding sources include a requirement to maintain the initial use.

Mr. Chance reported the two-story property will serve seniors who lack income to live in housing in Thurston County. The property will offer light support in the form of professional property managers to address operational issues of the property and a housing stability team to assist residents with any issues. The only drawback of the property is the lack of accessibility to the second story via wheelchair access. The Housing Authority assigns housing to those with mobility issues to first floor units. Stairwells within the property are straight with no landings, which might lend itself to some type of commercial accessibility lift option.

Mr. Chance addressed questions on the Authority's process for selection of eligible individuals or households. All applicants must meet income requirements. The Authority also advertises through the Area Council for Aging and Senior Services. The most equitable process for selection is through a first-come, first serve basis of qualified seniors. The Housing Authority does not provide shelter space but focuses on providing permanent affordable housing for individuals and families. Apartment rent includes garbage, sewer, and water services with power billed to the tenant.

City Administrator Doan addressed any need to change zoning of the property to accommodate the development. Current zoning allows the proposed use other than the change in use would be subject to building code and energy code requirements.

Mr. Chance advised that the request to the Council is to authorize a conditional commitment letter from the City of Tumwater to allocate the \$275,000.

The Council supported the request to prepare a conditional commitment letter from the City of Tumwater for allocation of the \$275,000 to the Housing Authority for the project.

Mr. Chance and Mr. Rawson and thanked the Council for its ongoing support of the Housing Authority over the many years.

**ORDINANCE NO.**  
**O2022-014 –**  
**RENTAL HOUSING**

Director Matlock presented the proposal to create a rental registration program in Title 5 Business Taxes, Licenses and Regulations of the Tumwater Municipal Code to communicate with tenants and landlords on

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**January 24, 2023 Page 6**

**REGISTRATION:** the City's rental regulations and to consider using the program in the future for regular inspections of rental units.

As part of Resolution No. R2018-016 adopted in the summer of 2018 addressing homelessness, increasing affordable housing, and continuing to work with other jurisdictions and agencies to explore regional solutions to those issues, staff reviewed tenant protections to identify ways to make it easier for people in the City who rent to access housing and to remain housed.

In September 2021, the Council adopted the Tumwater Housing Action Plan, to include establishing a rental housing registration program. Subsequently, the Council prioritized three actions:

1. Prepare an ordinance to establish a rental registration program.
2. Develop a scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services for consideration in early 2023.
3. Draft two ordinances to address tenant protections in Title 5 Business Taxes, Licenses and Regulations. The Council adopted Ordinance Nos. O2022-010 Unfair Housing Practices and O2022-012 Rental Housing Code on December 6, 2022.

Staff reviewed a number of housing registration programs from across the region to include City of Aberdeen, City of Auburn, City of Tukwila, City of Tacoma, and the City of Lacey. Housing Action Plan Action 5-D establishes a rental registration program to include access to data and sharing of information with landlords. The purpose of the program, although limited in scope, is intended to provide information to the City on rental properties in the City and contact information to communicate the legislative priorities adopted by the City Council and the state. The proposed ordinance establishes a rental registration program for rental properties of over five units or more. The program would be a companion to the City's existing business license application process, as all businesses in the City must have a City business license. Staff would utilize the same program and the same charges of \$50 for a new business license and \$20 for annual renewal of the license. The City's business and occupation tax would not be applicable to the proposed registration program.

Currently, 76 multifamily developments exist in the City with five or more units. If the Council elects to expand the program to all rental properties later, staff could expand the program with some consideration on methods to identify single-family rental properties. The program could also be expanded to include a regular inspection program of rental properties.

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
January 24, 2023 Page 7**

Staff requests the Council's approval to move the proposed ordinance to the City Council meeting on February 7, 2023. No public hearing is required for the ordinance. The General Government Committee reviewed the proposal and recommended approval.

Councilmember Althausen described the proposal as a next step in the Council's due diligence to ensure the City properly informs landlords of City rules. He inquired about the difficulty to complete the registration forms. Director Matlock advised that the forms are relatively easy to complete and do not require any legal assistance. The proposal establishes a new program with follow-on discussions necessary to address how to adequately staff the new function.

Councilmember Agabi questioned the City's process of transferring a business registration from a former owner to a new owner if the registration has not expired. Director Matlock said it is likely the new owner would need to apply for a new business license. Councilmember Agabi recommended including language that speaks to the issue. Director Niemeyer affirmed a new owner would need to apply for a new business license because business licenses are not transferrable.

Councilmember Swarthout questioned the reason for imposing the requirement on landlords with five or more rental units on one property and whether the research and review included any outreach to local apartment owners or landlords of smaller properties. Councilmember Althausen advised that development of the proposal included outreach to some property owners, as well as to other cities to help inform the process. Registration requirements applicable to five units or more was recommended as they represent a commercial orientation in terms of multiple rental properties or apartment complexes. The intent of the registration program is to enable conversations with landlords in the City to ensure they are aware of the goals of City with respect to rental properties, as well as ensuring landlords have adequate information that could be shared with tenants. Rather than a regulatory focus, the registration program is an avenue to afford a clear line of communication between the City and landlords in the City.

The Council supported moving the ordinance to the Council's consent calendar on February 7, 2023.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

There were no reports.

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
January 24, 2023 Page 8**

**RECESS TO  
EXECUTIVE  
SESSION:**

**Mayor Sullivan recessed the meeting at 7:44 p.m. to an executive session to discuss real estate acquisition pursuant to RCW 42.30.110(1)(b) for approximately 15 minutes. No action will follow the executive session.**

**RECONVENE &  
ADJOURNMENT:**

**Mayor Sullivan reconvened and adjourned the meeting at 8:01 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: February 7, 2023  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- January 13, 2023 payment of vouchers 172456 to 172530 in the amount of \$726,190.32 and electronic payments 902414 to 902443 in the amount of \$204,424.23 and wire payments of \$204,184.43;
- January 20, 2023 payment of vouchers 172531 to 172619 in the amount of \$368,237.30 and electronic payments 902444 to 902473 in the amount of \$35,964.67;
- January 27, 2023 payment of vouchers 172620 to 172681 in the amount of \$442,841.91 and electronic payments 902474 to 902481 in the amount of \$316,585.77 and wire payments of \$217,770.07.

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available by request to the Assistant Finance Director. The most significant payments\* were:

Vendor	\$	Description
Cascade Recreation Inc	31,090.52	Preserve Park Equipment
Reliable Electric Inc.	56,833.75	Library LED Lighting Retrofit
Stantec Consulting Services Inc	34,357.25	Professional Services - Deschutes River Flood Reduction
Stantec Consulting Services Inc	30,031.57	Professional Services – Pioneer Park Riparian Restoration
Tumwater Downtown Association	20,000.00	LTAC Support for Fireworks & Children's Activities
Pape Group Inc.	32,297.12	Replacement Air Compressor
WA Center for Performing Arts	25,000.00	Annual Payment for Capital Campaign
Sound Pacific Construction, LLC	57,591.16	2022 Pedestrian Improvements PE#3
City of Lacey	163,257.00	2023 Animal Services M&O Admin Services Support
McDonald & Sons Ventures	23,542.50	Pre-Production Deposit of Irrigation Pump for Golf Course
WA ST Dept of Revenue	38,911.75	Monthly Excise Tax Remittance
LEOFF Health & Welfare Trust	55,942.40	Police Guild Medical Premiums
Shea Carr & Jewell Inc	209,392.59	Professional Services – Capitol Blvd/Israel to M Street Project

\* Includes vouchers in excess of \$20,000, excluding routine utility payments.

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3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
  - Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
- 

4) Alternatives:

- ☐ Ratify the vouchers as proposed.
  - ☐ Develop an alternative voucher review and approval process.
- 

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

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6) Attachments:

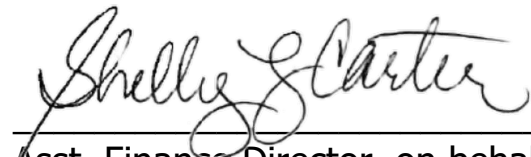
- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval
- C. Exhibit C – Payment of Vouchers – Review and Approval



## EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 172453 through 172530 in the amount of \$726,190.32  
Electronic payment No 902414 through 902443 in the amount of \$204,424.23  
Wire payments of \$204,184.43

A handwritten signature in cursive script, reading "Shelly G. Carter". The signature is written in black ink and is positioned above a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/13/2023

## EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 172531 through 172619 in the amount of \$368,237.30  
Electronic payment No 902444 through 902473 in the amount of \$35,964.67

  
\_\_\_\_\_  
Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/20/2023

## EXHIBIT "C"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 172620 through 172681 in the amount of \$442,841.91  
Electronic payment No 902474 through 902481 in the amount of \$316,585.77  
Wire payments of \$217,770.07

  
\_\_\_\_\_  
Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/27/2023

TO: City Council  
 FROM: Brad Medrud, Planning Manager  
 DATE: February 7, 2023  
 SUBJECT: Ordinance No. O2022-014 – Rental Housing Registration

---

1) Recommended Action:

Approve Ordinance No. O2022-014.

---

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 reviewed 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 informs 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) 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;
- 2) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services. The General Government Committee was briefed on the scope of the contract on January 11, 2023 and the contract will be approved administratively in early 2023; and
- 3) Two ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*, which are Ordinance Nos. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*. The City Council approved these two ordinances on December 6, 2022.

Ordinance No. O2022-014 *Rental Housing Registration* establishes a rental housing registration program to license rental properties with five or more units in order to communicate with tenants and landlords about rental regulations in Title 5 *Business Taxes, Licenses and Regulations*.

The General Government Committee was briefed on the ordinance on January 11, 2023 and the City held a worksession on the ordinance on February 24, 2023.

---

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.

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4) Alternatives:

- ☐ Take off consent, modify and approve Ordinance No. O2022-014
  - ☐ Take off consent and reject Ordinance No. O2022-014
- 

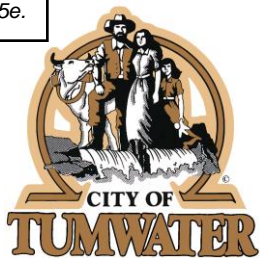
5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachments:

- A. Staff Report
- B. Ordinance No. O2022-014



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

## Memorandum

Date: February 7, 2023

To: City Council

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan – Tenant Protections –  
Rental Housing Registration Ordinance No. O2022-014

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 undertake to support tenant protections as a way to make it easier for residents in the City 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, guides implementation strategies, and provides actions 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) 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;
- 2) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services. The General Government Committee was briefed on the scope of the contract on January 11, 2023 and the contract will be approved administratively in early 2023; and
- 3) Ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*, which are Ordinance Nos. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*. The City Council approved these two ordinances on December 6, 2022.

This memorandum discusses Ordinance No. O2022-014 *Rental Housing Registration*, which would establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to license rental properties with five or more units in order to communicate with tenants and landlords about rental regulations. The program could be expanded in the future to require all rental properties to be licensed and it could be the basis for a program in the future for regular inspections of rental units.

The General Government Committee was briefed on Ordinance No. O2022-014 *Rental Housing Registration* on January 11, 2023. The City Council held a worksession on the ordinance on January 24, 2023 and the City Council will be asked to approve the ordinance on February 7, 2023.

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Appendix 5: City of Auburn – Rental Housing Business License and Strategies (ACC 5.22) ..... 22

Appendix 6. City of Burien – Rental Housing Inspection Program (RHIP) (BMC 5.62) ..... 33

Appendix 7. City of Tacoma – Provisional Rental Property License (TMC 6B.165) ..... 42

Appendix 8. City of Tukwila – Residential Rental Business License and Inspection Program (TMC 5.06) ..... 49

**I. Background**

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

The priority item list included actions and potential measures that were 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 allocate funding for staffing and other costs.

City staff is preparing a communication strategy to let landlords know about the information that landlords are required to distribute to tenants under Ordinance No. O2022-012 *Rental Housing Code* that will become effective April 8, 2023 through a new City website, postcard mailings to landlords, and a social media campaign.

Some of the potential *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. A list will be needed to make existing and proposed regulations effective.

The following is the *Tumwater Housing Action Plan* action and City work group measure that is intended to be addressed by Ordinance No. O2022-014 *Rental Housing Registration*.

**Action 5.d. Establish a rental registration program to improve access to data and share information with landlords.**

*Measure 18: Create a list of landlords for communication regarding notices and enforcement*

- A list of landlords will be needed to make existing and proposed regulations effective.
- Staff reviewed the City of Aberdeen’s program, which appears to focus primarily on inspections of rental property for maintenance and upkeep (See Appendices 2 and 3).
- Staff reviewed the City of Auburn’s program, which appears to be combination of inspections of rental property for maintenance and upkeep with tenant information that the City Council addressed through Ordinance No. O2022-012 *Rental Housing Code* (See Appendices 4 and 5).
- Staff reviewed the City of Tacoma’s program, which appears to be a provisional rental property license program intended to address the small percentage of housing that is deemed unsafe for renters and bring that housing into compliance with the RLTA (See Appendix 7).
- Staff reviewed the City of Tukwila’s program, which appears focus primarily licensing rental properties for an ongoing inspection program for maintenance and upkeep (See Appendix 8).
- Initially the City’s program will focus only on establishing a registration for multifamily developments with five or more units in a complex.
- It would be similar to the City of Lacey’s Residential Building Rental Registration Program (LMC 14.02) (five (5) or more rental units required registration in the City’s program, see Appendix 1) and the City of Burien’s Residential Housing Inspection Program (BMC 5.62, see Appendix 6), which requires a business license as well as inspections every three years for all rental properties:  
[https://www.burienwa.gov/city\\_hall/laws\\_regulations/renting\\_in\\_burien/rental\\_housing\\_inspection\\_program](https://www.burienwa.gov/city_hall/laws_regulations/renting_in_burien/rental_housing_inspection_program)
- Cost and resources needed would depend on scope of the program.



- Housing Action Plan Action 5.d is expected to require a high level of effort to implement and have a low effect on housing supply.
- A communications strategy will be needed.
- This action will require City Council consideration of an ordinance to amend TMC Title 5 *Business Taxes, Licenses and Regulations* and funding for staffing.

## **II. Draft City of Tumwater Rental Registration Program Scope**

### **Intent**

The long-term intent of the program would be to educate property owners, property managers, and tenants about City housing codes (TMC 5.70 *Unfair Housing Practices*, TMC 5.75 *Rental Housing Code (Ordinance No. O2022-012)*, TMC 5.80 *Rental Housing Registration (proposed as part of Ordinance No. O2022-014)*, and the TMC 15.18 *International Property Maintenance Code* and their rights and responsibilities.

The program could be expanded in the future to require property owners to verify that their properties meet City maintenance codes and standards when registering with the City and then on a regular basis, such as every three years, thereafter.

### **Considerations**

The City Council should discuss funding for staffing for the program, the schedule for staff to develop and run a rental registration program, as well developing a communications strategy to let landlords and tenants know what the City is doing.

As part of the communications strategy for the adoption of a rental registration program, the City work group suggests 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 a rental registration program. The proposed scope for the rental registration program could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts.

### **Draft Scope**

#### **1) Registration**

- a) Recommend that the program start by requiring that multifamily residential rental projects (projects with five or more rental units) obtain a City business license to operate initially to allow for testing of the program before expansion. Business license applications are \$50 and renewals are \$20 for every business located in the City except non-profit businesses. Long term rentals are business and occupations tax exempt. Currently 76 multifamily developments in the City have five or more units.

- b) Once the program is running for licensing multifamily residential rental projects (projects with five or more rental units), the recommendation is that the program would be expanded in the future to license all residential rental units regardless of size (single-family, duplex, triplex, fourplex, or multifamily (projects with five or more rental units)) in the City.
- c) Property owners would be required to have a business license for their property when they first have a residential tenant in the rental space.
- d) Business licenses would be renewed annually.
- e) There would be exemptions from the business license process for uses such as hotels, motels, bed and breakfasts, short-term rentals, and other similar transient lodging, accessory dwelling units, as well as where residence is merely incidental to detention or the provision of medical, religious, educational, recreational, or similar services, including but not limited to adult family homes, educational facilities, residential care facilities, group foster homes, assisted and independent senior housing facilities, convalescent centers, rest homes, nursing homes, prisons, jails, or other correctional facilities, monasteries and convents, mental health facilities, and hospitals. Other uses such as emergency housing, emergency shelters, and transitional housing and publicly owned housing, such as Thurston Housing Authority projects would be exempt.

## 2) Education Component – First Phase

- a) Educate property owners, property managers, and tenants about state and City housing regulations and their responsibilities:
  - i) Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
  - ii) TMC 5.70 *Unfair Housing Practices*
  - iii) TMC 5.75 *Rental Housing Code (Ordinance No. O2022-012)*
  - iv) TMC 5.80 *Rental Housing Registration Program (proposed as part of Ordinance No. O2022-014)*
  - v) TMC 15.18 *International Property Maintenance Code*

## 3) Inspection Component – Second Phase, after the first phase is running

- a) Recommend that all registered rental properties be inspected when they are initial registered.
- b) Recommend that all registered rental properties be inspected at least once every three years thereafter.
- c) Recommend that the property owner hire a qualified rental housing inspector or City inspector to do the inspections.

- d) Recommend that the City's existing complaint-based code enforcement process for housing code violations continue.
- e) If the City were to pursue an inspection program in the future, the costs would have to be evaluated.

#### 4) Cost

- a) Initial costs of establishing the rental registration program and education component would come from the City's existing business licenses program for licensing multifamily residential rental projects with five or more rental units initially and then in the future all residential rental units regardless of size (single-family, duplex, triplex, fourplex, or multifamily (projects with five or more rental units)).
- b) Once the City Council approves an inspection program in the future, property owners would pay a small to be determined per rental unit fee to offset costs of the program. In Lacey's program, the annual registration fee is \$5.00 per living unit with a maximum fee of \$500.00 per complex.
- c) City general government funds would be expected to cover the rest of the costs, potentially in the \$100,000 to \$150,000 annual range.
- d) Costs would be higher to start the program before per rental unit fees are collected to offset costs to the general government fund.

#### 5) Staffing

- a) Recommend that the City hire 1.0 FTE to manage and run the full program. This FTE could also function eventually as the City's housing inspector for the program, as well as running the registration and educational components.
- b) The City could consider this staff person to take on a rental housing navigator role as well.

#### 6) Timeline

- a) Public engagement process with tenants, small and large landlords, and property maintenance companies in winter 2023.
- b) Approve Ordinance No. O2022-014 to create new section (TMC 5.80 *Rental Housing Registration Program (proposed)*) in Title 5 *Business Taxes, Licenses and Regulations* to establish a rental housing registration program in winter 2023.
- c) Initial authorization and annual funding would be through the 2023-24 biennial budgeting process.

### **III. 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 Lacey – Residential Building Rental Registration Program (LMC 14.02)**

### **Chapter 14.02 Residential Building Rental Registration Program**

#### **Sections:**

- 14.02.010 General
- 14.02.020 Purpose
- 14.02.030 Registration information
- 14.02.040 Registration fees
- 14.02.050 Incentives

#### **14.02.010 General.**

All properties containing five or more dwelling units in the same complex which, for payment of money, goods and/or services, are rented or leased to any individual or group of individuals shall be registered annually with the community and economic development department. All new buildings within such complexes shall be registered during the final inspection or certificate of occupancy process. All existing buildings or building complexes containing five or more dwelling units shall be registered with the city within thirty days after notification by the city to the building owner or property manager following enactment of this chapter and prior to January 31st of each year thereafter. (Ord. 1539 §1, 2019; Ord. 1095 §1, 1999).

#### **14.02.020 Purpose.**

The purpose of the Residential Building Rental Registration Program is to prevent neighborhood blight and deterioration by providing accurate information for the notification of owners, or the owners' agents by officers of the City of Lacey, so as to be able to respond quickly and accurately if a complaint is filed against the property. It is also the intent of this program to offer incentives for the voluntary compliance by the owners of all residential rental buildings with the Crime Prevention Through Environmental Design (CPTED) Program, and participation by the owners of all multiple family rental buildings in the Crime Free Multi-Family Housing Program. (Ord. 1095 §1, 1999).

#### **14.02.030 Registration information.**

A. In order to register residential rental buildings, the following information shall be provided to the community and economic development department:

1. The address of the residence of the owner, or corporation officers, if a corporation;
2. The address where the owner will receive mail;
3. The owner's telephone number;
4. The address of each residential rental property owned, within the city of Lacey;
5. List the number of dwelling units at each rental address, with the gross floor area of each unit, and number and floor area, excluding closet space, of each bedroom within the unit;
6. Whether a tenant-screening agency is being used;

7. Telephone number of the on-site manager; and if applicable

8. Telephone number of the security agency.

B. In addition to the information required by subsection A of this section, each owner whose principal place of residence is outside a fifty-mile radius measured from the Lacey City Hall, at 420 College Street S.E., shall provide the following information:

1. The name of one local agent for each property;

2. The address where the local agent will receive mail; and

3. The local agent's telephone number.

All of the above information shall be submitted to the community and economic development department on forms provided for that purpose. (Ord. 1539 §2, 2019; Ord. 1095 §1, 1999).

#### **14.02.040 Registration fees.**

A. An annual registration fee of \$5.00 per living unit shall be paid by each owner or corporation of residential rental properties, with a maximum fee of \$500.00 per complex.

B. Changes in ownership shall require a new registration.

C. Ten percent of the fees received pursuant to Chapter 14.02 LMC are designated for use in conducting the Crime Prevention Through Environmental Design (CPTED) Program and the Crime Free Multi-Family Housing Program. The balance of such fees is designated for use in the enforcement of the City of Lacey Property Maintenance Code by the city and for abatement costs incurred by the city. (Ord. 1187 §1, 2002; Ord. 1095 §1, 1999).

#### **14.02.050 Incentives.**

The annual registration fee shall be waived for all owners of residential rental properties which voluntarily participate in the Lacey Crime Free Housing Program, and meet the certification requirements. Loss of certification will revoke this waiver of registration fees. Participation in the training component of the Lacey Crime Free Housing Program by a property manager employed by the owner shall constitute compliance with the training requirement by such owner. (Ord. 1095 §1, 1999).

## **Appendix 2: City of Aberdeen – Rental Registration and Inspection Program**

From <https://www.aberdeenwa.gov/325/Property-Maintenance-Division>

### **RENTAL LICENSE REGISTRATION AND RENTAL INSPECTION**

#### **WHAT IT IS**

The Rental Registration and Inspection Program (RRIP) helps ensure that all rental housing in Aberdeen is safe and meets basic housing maintenance requirements. The program educates property owners, managers, and renters about City housing codes and their responsibilities; and requires owners to verify that their properties meet these standards when registering with the City.

#### **REGISTRATION**

- The Rental Registration and Inspection Program requires landlords to register all rental housing units in Aberdeen, from single-family houses to large apartment buildings.
- Exceptions to the registration requirement include commercial lodging, state-licensed facilities such as adult family homes, and housing owned by government groups or by housing authorities such as Aberdeen Housing Authority. See AMC 15.10 for more detail. [Note AMC 15.10 is similar to TMC 15.18 *International Property Maintenance Code*]
- Landlords must register their properties as soon as they have a tenant in the rental space.
- Registrations must be renewed every year.

#### **INSPECTION**

- The ordinance requires that all registered rental properties be inspected at least once every 3 years.
- The owner must hire a qualified rental housing inspector or City inspector to do the inspections.
- This ordinance does not cover complaint-based enforcement of City housing standards. We will continue our complaint-based process for housing code violations. Our City housing inspectors will continue to enforce all housing code standards and other applicable codes.

### **Appendix 3: City of Aberdeen – Residential Rental Business License (AMC 5.06)**

#### **Chapter 5.06**

#### **RESIDENTIAL RENTAL BUSINESS LICENSE**

##### **Sections:**

5.06.010	Purpose.
5.06.020	Definitions.
5.06.030	Scope.
5.06.040	Residential rental business license requirement.
5.06.050	Inspection required.
5.06.060	Inspection consent.
5.06.070	Inspection checklist.
5.06.080	Deficiencies.
5.06.090	Violations.
5.06.100	Reinspections.
5.06.110	Notice of nonissuance of certificate of compliance.
5.06.120	Contents of certificate of compliance.
5.06.130	Certificate of compliance validity and renewal.
5.06.140	Notice.
5.06.150	Authority.
5.06.160	Administrative regulations.
5.06.170	Complaint-based inspections.
5.06.180	Voluntary inspection requests.
5.06.190	Penalties.
5.06.200	Appeal.
5.06.210	Annual review and report.
5.06.220	Immediate health and safety threats.
5.06.230	No warranty by city.

##### **5.06.010 Purpose.**

The city council finds that the establishment of a residential rental business license and inspection program for rental units is necessary to protect the public health, safety and welfare by ensuring the proper maintenance of such housing, by identifying and requiring correction of substandard housing conditions and by preventing conditions of deterioration and blight that could adversely impact the quality of life in the city of Aberdeen.

(Ord. 6634 § 2, Added, 12/12/2018)

##### **5.06.020 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted using the meaning they have in common usage and to give this chapter its most reasonable application.



- A. “Accessory dwelling unit” or “ADU” means a unit that meets the requirements of Section 17.04.070.
- B. “Applicable laws” include, but are not limited to, the city’s zoning ordinance, the city’s rental registration and inspection ordinance and other city ordinances and other laws or regulations relating to the health and safety of city residents or the general public.
- C. “Certificate of compliance” means the certificate issued by the city evidencing compliance with the requirements of this chapter. A certificate of compliance is required before a unit can be rented.
- D. “Code official” means the department of community development director or his/her designee.
- E. “City” means the city of Aberdeen, Washington.
- F. “Deficiency” means any failure by a rental unit to comply with applicable laws.
- G. “Department” means the city of Aberdeen department of community development.
- H. “Inspection checklist” means the document submitted to the city as the result of an inspection conducted by an inspector which shows the true condition of the unit. An inspection checklist must be signed and dated by the inspector.
- I. “Inspector” means:
1. A city building code inspector;
  2. A city code enforcement officer;
  3. A private inspector, approved by the city upon evidence of at least one (1) of the following credentials: A.A.C.E. property maintenance and housing inspector certification, I.C.C. property maintenance and house inspector certification or I.C.C. residential building code inspector;
  4. A Washington State licensed architect; or
  5. A Washington State licensed home inspector.
- J. “Lease” means any agreement that gives rise to relationship of landlord and tenant.
- K. “Noncity inspector” means any inspector meeting the criteria in this section who is not a city code official.
- L. “Occupant” means an individual, partnership, corporation or association or agent of any of them lawfully residing in a unit.
- M. “Owner” means the owner of record as shown on the last Grays Harbor County tax assessment roll or such owner’s authorized agent.
- N. “Rental unit” means a unit occupied or leased by a tenant.
- O. “Single-family residence” means a building, modular home, or new manufactured home designed to contain no more than one (1) dwelling unit, plus one (1) accessory dwelling unit.

P. “Tenant” means an adult person granted temporary use of a rental unit pursuant to a lease or rental agreement with the owner of the rental unit.

Q. “Unit” means any structure or part of a structure which is used as a home, residence or sleeping place by one (1) or more persons, including, but not limited to, single-family residences, duplexes, triplexes, four-plexes, multifamily dwellings, apartment buildings, condominiums, mobile homes and similar living accommodations.

R. “Unit unavailable for rent” means a unit whose owner has filed with the director a statement signed under penalty of perjury that such unit is not offered or available for rent as a rental unit and that, prior to offering or making the unit available as a rental unit, the owner will apply or reapply for a residential rental business license and comply with any applicable administrative regulations adopted pursuant to this chapter.

(Ord. 6634 § 2, Added, 12/12/2018)

#### **5.06.030 Scope.**

The provisions of this chapter shall apply to all rental units, with the exception of:

- A. Owner-occupied rental units;
- B. Units unavailable for rent;
- C. Housing accommodations in hotels, motels, inns or tourist homes;
- D. Housing accommodations in retirement or nursing homes;
- E. Housing accommodations in any hospital, state-licensed community care facility, convent, monastery or other facility occupied exclusively by members of a religious order, or an extended medical care facility;
- F. Housing accommodations that a government unit, agency or authority owns, operates or manages, or which are specifically exempted from municipal regulation by state or federal law or administrative regulation. This exception shall not apply once the governmental ownership, operation or management regulation is discontinued.

(Ord. 6634 § 2, Added, 12/12/2018)

#### **5.06.040 Residential rental business license requirement.**

A. Every rental unit owner shall obtain an annual residential rental business license, to be issued pursuant to this chapter, prior to operating, leasing, or causing to be leased a rental unit. Rental unit owners must file a written application annually with the director covering each rental unit to be leased. Each rental unit and each unit unavailable for rent must be separately identified in the application. Multiple rental units owned and operated by the same business entity on more than one (1) premises may be included in a single license. To be considered for approval, residential rental business license application must be completed and include:

1. Completed and signed residential rental business license application provided by the city.
2. Appropriate application fee as set forth in the fee schedule adopted by resolution of the city council. Late fees will be due for applications filed after March 1st.

B. Failure to obtain a residential rental business license will result in the inability to rent the unit.  
 (Ord. 6634 § 2, Added, 12/12/2018)

**5.06.050 Inspection required.**

The property owner is responsible for obtaining an inspection of each rental unit and submitting the inspection checklist to the code official no later than September 30th of the year the certificate of compliance expires. When a unit changes from owner occupancy to a rental, the inspection must occur before the unit is occupied by the tenant. An inspection is not required the year a certificate of occupancy is issued for a newly constructed building and thereafter for a period of five (5) years. After the five (5) year period expires, the building will be inspected according to the quadrant in which it is located. Owners of rental properties may utilize a city inspector or a noncity inspector, as defined herein. The city shall provide the inspection checklist to the owner with the application form. The code official shall issue a certificate of compliance for rental units that comply with applicable laws based on a submitted inspection checklist. If using a noncity inspector, the owner shall be responsible for making the inspection arrangements with the noncity inspector.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.060 Inspection consent.**

Owners shall make every effort to make units available for inspection pursuant to this chapter. If the owner fails to arrange for a noncity inspector and/or the owner or occupants do not consent to city entry for inspection, the code official may not force or otherwise attempt to gain entry except in accordance with a court warrant authorizing entry for the purpose of inspection.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.070 Inspection checklist.**

As a condition of the issuance of a residential rental business license, the owner shall provide a completed inspection checklist signed by the inspector showing the current condition of the rental unit. The code official shall issue a certificate of compliance upon receipt of the inspection results indicating compliance with the applicable laws pursuant to this chapter.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.080 Deficiencies.**

The inspector shall provide the owner and the city written notice of each deficiency disclosed by inspection. Repairs required to bring the unit into compliance are the responsibility of the owner. Rental units shall be subject to reinspections pursuant to Section 5.06.100.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.090 Violations.**

If an inspection of a rental unit conducted pursuant to this chapter reveals deficiencies on the inspection checklist, the violation must be cured within thirty (30) days. If, upon reinspection, the unit still reveals deficiencies, the city's code official may seek any remedies permitted by law including, but not limited to, denial or revocation of a residential rental business license for that

unit pursuant to this title, and abatement proceedings pursuant to Chapter 15.50. The city may seek legal or equitable relief to enjoin any act or practice that constitutes or will constitute a violation of any regulation under this chapter.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.100 Reinspections.**

A rental unit that exhibits deficiencies on the inspection checklist shall be subject to a reinspection. The first reinspection is not subject to a reinspection fee. More than one (1) reinspection trip by a city inspector will be subject to additional reinspection fees as set forth in the city's fee schedule.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.110 Notice of nonissuance of certificate of compliance.**

If, upon reinspection, the inspector determines a rental unit is unfit for occupancy by failing an inspection, the city shall provide the owner with written notice of nonissuance of a certificate of compliance. Such notice shall specify the date of the nonissuance determination, the rental unit address, the name of the owner, the name of the inspector and the specific reasons for the nonissuance determination. Failure to obtain a certificate of compliance will result in the nonissuance or revocation of the rental business license for that unit. The unit shall be posted unfit for occupancy. Tenants, if any, shall be required to vacate.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.120 Contents of certificate of compliance.**

The certificate of compliance shall specify the date of issuance, the rental unit address, the name of the owner to whom the certificate is issued, the expiration date of the certificate, and an indication the rental unit complies with applicable laws as far as could be determined by inspection.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.130 Certificate of compliance validity and renewal.**

Certificates of compliance expire three (3) years from the date of issuance by the city. Failure to renew the certificate of compliance every three (3) years shall result in the nonissuance or revocation of the rental business license for that unit.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.140 Notice.**

All notices issued pursuant to this chapter shall provide the address and phone number where additional information concerning the inspection may be obtained. Notice to the owner and occupants shall be mailed by first-class mail to the owner's last known address as it appears in the records of the County Assessor or other address provided by the owner.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.150 Authority.**

The code official shall be responsible for enforcement and administration of this chapter.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.160 Administrative regulations.**

The code official is authorized and directed to promulgate administrative regulations pertaining to the implementation of this chapter.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.170 Complaint-based inspections.**

Nothing contained herein shall prevent or restrict the authority of the city's code official to inspect any unit or premises thereof in response to a complaint alleging code violations or other violations of law at such unit and to pursue all code enforcement remedies available under this code or other laws following such a complaint-based inspection of a unit.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.180 Voluntary inspection requests.**

Nothing in this chapter shall be construed to prohibit an owner from voluntarily requesting an inspection to determine whether a rental unit complies with applicable laws, even though such inspection requests shall be subject to all of the provisions of this chapter including, but not limited to, the provisions governing applications and fees.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.190 Penalties.**

A. Violations of the provisions of this chapter shall be subject to enforcement and penalties as prescribed in Chapter 15.50 and the issuance of a notice of violation in accordance with Section 15.50.160.

B. Any violation of this chapter that constitutes an immediate health or safety threat shall constitute a public nuisance.

C. In addition to penalties, the city shall not issue or shall revoke the unit's business license and require that the unit be vacated until the unit is brought into compliance.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.200 Appeal.**

A. The owner may appeal the nonissuance of a certificate of compliance by filing a written notice of appeal with the director within ten (10) calendar days following receipt of the notice of nonissuance. The notice of appeal must state the grounds for appeal, including a detailed explanation of why the decision was incorrect. The notice of appeal must be accompanied by an appeal fee in accordance with the fee scheduled adopted by resolution of the city council. A timely notice of appeal shall stay the effect of the notice of nonissuance until the city's building code commission or other hearing body issues a written decision on the appeal.

B. Upon timely filing of a notice of appeal, the director shall schedule a hearing on the appeal before the city's building code commission or other hearing body. The hearing shall be conducted no later than thirty (30) business days from the date of the notice of appeal, unless an extension is agreed to by the appellant or otherwise ordered by the building code commission or other hearing body for good cause shown. Notice of the hearing will be mailed to the owner.

C. The hearing shall be de novo. The decision of the building code commission or other hearing body shall be based upon a preponderance of the evidence. The burden of proof shall be on the appellant. The building code commission or other hearing body may affirm, reverse or modify the director's decision.

D. Within twenty (20) business days, excluding holidays recognized by the city of Aberdeen, from the date of the hearing on an appeal under this section the building code commission or other hearing body shall issue a written decision, which shall set forth the reasons therefor.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.210 Annual review and report.**

The code official shall conduct an annual review of the residential rental business license and inspection program and shall submit an annual report of the program's effectiveness to the city council.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.220 Immediate health and safety threats.**

Nothing in this chapter shall limit the city's ability to inspect properties and issue citations for property-related conditions that may constitute an immediate health or safety threat.

(Ord. 6634 § 2, Added, 12/12/2018)

**5.06.230 No warranty by city.**

By enacting and undertaking to enforce this program, the city, city council, its agents and employees do not warrant or guarantee the safety, fitness or suitability of any dwelling in the city or any unit inspected under this program. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

(Ord. 6634 § 2, Added, 12/12/2018)

**The Aberdeen Municipal Code is current through Ordinance 6685, passed June 22, 2022.**

Disclaimer: The city clerk's office has the official version of the Aberdeen Municipal Code. Users

Tumwater Housing Action Plan – Tenant Protections –  
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#### Appendix 4: City of Auburn – Residential Rental Registration Program

From [https://www.auburnwa.gov/city\\_hall/community\\_development/landlord\\_tenant\\_info/landlords/rental\\_housing](https://www.auburnwa.gov/city_hall/community_development/landlord_tenant_info/landlords/rental_housing)

Most forms of renting or leasing residential property in the City of Auburn requires an owner to obtain a Rental Housing License. The purpose of the licensing program is to ensure that non-owner occupied properties are properly maintained and managed. The licensing program ensures that we have current and accurate property ownership/management information so that we are approaching the correct party when we receive a complaint rather than directing our communications towards tenants. The following table provides a general overview of the more common types of living arrangements that include some form of property rental or leasing.

#### Residential Rental Housing Summary

Rental Type	Requirements
<b>Owner Occupied Home: Rental of Rooms -</b> Allowed Residential Zones: RC, R-1, R-5, R-7, R-10, R-16, R-20	<ul style="list-style-type: none"> <li>City License Requirement: If renting to <b>2 or fewer persons</b>, no license</li> <li>Occupancy Limit: Family +2</li> <li>Fee: \$0</li> <li>Inspection: None</li> </ul>
	<ul style="list-style-type: none"> <li>City License Requirement: If renting to <b>more than 2 persons</b>, an annual <b><u>City Rental License</u></b> (PDF) is required</li> <li>Occupancy Limit: Family +4</li> <li>Fee: \$53</li> <li>Inspection: None</li> </ul>
<b>Non-Owner Occupied Home: Single Lease Agreement for Entire Home -</b> Allowed Residential Zones: RC, R-1, R-5, R-7, R-10, R16, R-20	<ul style="list-style-type: none"> <li>An annual <b><u>City Rental License</u></b> (PDF) is required for each address.</li> <li>Occupancy Limit: IPMC</li> <li>Fee: \$53</li> <li>Inspection: None</li> </ul>
<b>Non-Owner Occupied Home: More than One Lease Agreement within Home</b> (a.k.a Communal residence) - Allowed Residential Zones: RC, R-1, R-5, R-7, R-10, R-16, R-20	<ul style="list-style-type: none"> <li>An annual <b><u>City Rental License</u></b> (PDF) is required for each address.</li> <li>Occupancy Limit: 4</li> <li>Fee: \$150</li> </ul>

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Rental Type	Requirements
	<ul style="list-style-type: none"> <li>An initial inspection is required prior to issuance of City Rental License. Annual Inspection required prior to renewal.</li> </ul>
<b>Apartments</b> - Allowed Residential Zones: R-10, R-16, R-20	<ul style="list-style-type: none"> <li>An annual <b><u>City Rental License</u></b> (PDF) is required for the complex.</li> <li>Occupancy Limit: IPMC</li> <li>1-4 units:\$53, 5-24 units:\$106, &gt;24 units:\$212</li> <li>Inspection: None</li> </ul>
<b>State Licensed Facilities: Adult Family Home, Group Residence, Assisted Care, Foster Care, Nursing Home, Supportive Housing</b> - Allowed Residential Zones: Varies depending upon the type of facility	<ul style="list-style-type: none"> <li>An annual City <b><u>Business License Application</u></b> (PDF) is required for each address.</li> <li>Occupancy Limit: Varies depending upon the type of facility.</li> <li>Fee: \$50</li> <li>Inspection: An initial city inspection is required prior to issuance of the State License.</li> </ul>

### Residential Rental Housing Details and Resources

The City requires a rental housing business license for anyone renting a unit, either single-family residential or multi-family **residential**. The application form is available in the link below. A rental housing business license is renewed annually with notices sent out by the City of Auburn at the end of November each year. It is the landlord's responsibility to renew the license by January 1 of each year. If you operate a communal residence then the landlord is responsible for scheduling an inspection with the City prior to the license or renewal being issued.

The Rental Housing Manager Training schedule is now available. For more information or to register, please visit [www.auburnwa.gov/ManagerTraining](http://www.auburnwa.gov/ManagerTraining).

If you would like to learn more about the rules and licensing requirements for rental housing in the City of Auburn you can review the code citations below.



### **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

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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 5: City of Auburn – Rental Housing Business License and Strategies (ACC 5.22)**

### **Chapter 5.22**

#### **RENTAL HOUSING BUSINESS LICENSE AND STRATEGIES**

##### Sections:

- 5.22.010 Purpose.
- 5.22.020 Definitions.
- 5.22.030 Business license – Fee.
- 5.22.040 Advisory board on rental housing.
- 5.22.050 Rental housing business license performance standards.
- 5.22.055 Additional rental housing business license criteria for multifamily dwelling units.
- 5.22.057 Inspections.
- 5.22.060 License application – Required – Form.
- 5.22.070 License application – Approval or disapproval procedure.
- 5.22.080 License – Display – Nontransferability – Responsibility.
- 5.22.090 License – Revocation.
- 5.22.100 Employment of law enforcement officers.
- 5.22.110 Reimbursement for transitional costs.
- 5.22.120 Violation – Penalty.
- 5.22.130 Nonexclusive enforcement.

##### **5.22.010 Purpose.**

This chapter applies to all rental units in the city of Auburn. The purpose of this chapter is:

- A. To protect the health, safety and welfare of the tenants that reside within a rental property.
- B. To establish standards that protect both landlord and tenant rights.
- C. To protect the health, safety and welfare of the general public that visit rental properties or that reside at nearby properties.
- D. To establish uniform and consistent policies and procedures for the licensing of rental units.
- E. To establish enforcement procedures that are invoked as a result of violations of Auburn City Code. (Ord. 6755 § 3 (Exh. C), 2019.)

##### **5.22.020 Definitions.**

The following words and phrases when used in this chapter shall have the meanings set forth below:

- A. “Department” means the city of Auburn department of community development or successor agency.
- B. “Director” means the director of the city of Auburn department of community development.

C. “Rental housing owners,” as used in this chapter, means the individual(s) and/or business entities owning or having an ownership interest in any rental housing unit(s), or rental manufactured/mobile home park lot(s), within the city of Auburn.

D. “Non-owner managers,” as used in this chapter, means any person(s) or business entity hired or engaged for the purpose of providing management services for any rental housing units within the city of Auburn, where the manager(s) has/have no ownership in the rental housing units being managed.

E. “Rental unit” means any dwelling unit, or manufactured/mobile home park lot, in which the home sits on, in the city, which is occupied pursuant to a lawful rental agreement, oral or written, express or implied, which is not owned by its occupant(s) as a condominium unit or cooperative unit on the effective date of the ordinance codified in this chapter. For the purposes hereof, “rental housing” and “rental units” shall have the same meaning unless the context clearly indicates otherwise.

F. “Residential unit,” as used in this chapter, means a building, manufactured/mobile home or lot, or portion of a building or lot intended to be occupied by one family and containing sleeping, eating, cooking and sanitation facilities as required by this code.

G. “Ongoing criminal activity,” as used in this chapter, occurs when:

1. Within any six-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter, and which has 10 or fewer rental units, is the location for three or more crimes, as defined by the Revised Code of Washington or the Auburn City Code, as a result of three or more separate factual incidents that have been independently investigated by any law enforcement agency; or
2. Within any 12-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter, and which has more than 10 rental units, is the location for three or more crimes, as defined by the Revised Code of Washington or the Auburn City Code, as a result of three or more separate factual incidents that have been independently investigated by any law enforcement agency.

H. “Permitting a public nuisance that affects public health and safety,” as used in this chapter, occurs when:

1. Within any 12-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter is the location for three or more separate factual and independently investigated and confirmed public nuisance violations, as defined by the Auburn City Code.

I. “Rental housing business,” as used in this chapter, means any person, company, association or entity that rents or leases, or makes available for rent or lease, one or more rental units for rent or lease as residential units. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.010.)

#### **5.22.030 Business license – Fee.**

Each rental housing business operating in the city, as defined herein, shall obtain and maintain in good standing a city of Auburn business license issued by the city in accordance with the procedures of this chapter and this title.

A. The fee for a business license required under this chapter shall be as set forth in the city of Auburn fee schedule.

B. The business license fee shall be for the calendar year (January 1st through December 31st), and each applicant for the business license must pay the full business license fee for the current calendar year during which the applicant has engaged in business, regardless of when during the calendar year the license is obtained. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 6477 § 1, 2013; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.020.)

**5.22.040 Advisory board on rental housing.**

There is hereby established an advisory board to the city, to be known as the advisory board on rental housing. The advisory board shall be comprised of interested owners and managers of rental housing units, individuals or organizations that represent tenants, and other interested persons, appointed by the mayor to serve on an as-needed basis. The mayor or designee shall serve as an ex officio member of the board. The advisory board shall meet quarterly, or as needed. The advisory board shall act in an advisory capacity and assist the city, as needed, in connection with rental housing related issues in the city and regionally, including but not limited to:

A. Facilitate cooperation and coordination with the department on rental housing issues;

B. Recommend to the city programs and strategies to enhance community awareness of rental housing related issues;

C. Recommend approaches for rental housing training programs, including city-sponsored training;

D. Develop networking and strategies for the city to deal with rental housing issues and develop partnership and support programs, educational programs, landlord or tenant rights, property protection and preparation programs, and other best management practices;

E. Coordinate, develop and disseminate procedures for tenant screening, rental housing agreements (including language to include enforcement of rules and protection of facilities and neighborhoods), eviction techniques and strategies;

F. Provide ongoing management resources, including regular, periodic meetings, telephone and other response strategies;

G. Monitor inappropriate activities by owners, managers and operators of rental housing units, and counsel said owners, managers and operators in reasonable alternatives, such monitoring to be done through the receipt of complaints or by any other legally viable method;

H. Promote strong ties and build mutually beneficial relationships between first responders and rental housing operators by teaching methods for recognizing illegal activity, identifying and reporting crimes, knowing and understanding police and code enforcement functions, roles, and

limitations, facilitating the exchange of information between first responders and owners/managers, or other agencies as indicated;

I. Develop and/or identify dispute resolution alternatives and similar resources that may be utilized in disputes between the owners, managers and operators of rental housing units and tenants, and others with interests therein;

J. Recognize and incorporate programs and procedures that identify and reflect cultural influences and sensitivities, and which promote greater understanding of differences in the tenant/community population;

K. Act as liaison between the rental housing community and the city whenever possible;

L. Partner, on behalf of the city, with other agencies or entities to seek programs and grants to support and enhance rental housing residential stock in the city; and

M. Participate in such other and related roles and functions as requested by the city. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.030.)

#### **5.22.050 Rental housing business license performance standards.**

A. Owners and/or managers of rental housing businesses shall comply with the performance standards established in this section and chapter in order to maintain their rental housing business license in good standing as required by ACC 5.22.020. The department shall identify and communicate with the owners and managers of rental housing businesses, as it deems appropriate, regarding the criteria established in this chapter. The department may establish forums for information sharing including 9-1-1 incident dispatch history, and enforcement review, as it deems appropriate, in order to encourage compliance with these criteria prior to escalating enforcement action.

B. Owners or their designated property managers shall attend multifamily manager training when such is offered by the city of Auburn or other local municipality whose curriculum has been previously approved by the director, and the license holder is given written notice to attend. This shall be a one-time requirement. The city of Auburn may require additional attendance at multifamily manager training if: the property is sold; the owner hires new management; there is turnover in staff of the existing management company; or as deemed necessary to correct escalating code violations, criminal activity, and other known threats to public health and safety.

C. A property of a rental housing business that meets the definition of “ongoing criminal activity” or “permitting a public nuisance that affects public health and safety” shall be subject to any and all of the following criteria:

1. Following the city’s review of 9-1-1 incident history, the owner may be directed to meet with Auburn police and/or code enforcement to conduct an in-depth crime analysis. Based on this analysis the owner or manager may be required to implement the mutually derived crime prevention strategies identified by Auburn police and/or code enforcement, and the owner or manager;

2. The property owner and/or manager shall continue to comply with city directed crime prevention strategies in an effort to reduce or eliminate recurring criminal or nuisance activity. The city may also implement a city directed crime prevention strategy whenever a residential unit is the location for any other criminal or nuisance activity not previously identified and which results in an arrest or issuance of a citation whether or not the person arrested or cited is a tenant. Strategies will be reasonably tailored to the particular location and situation and will be consistent with strategies implemented by other municipalities in similar situations;

3. Upon implementation of the mutually derived crime prevention strategies, and with a written request, the rental housing business owner or manager shall perform an inspection of rental housing property and premises consistent with ACC 5.22.057, and their ability to do so under the requirements of the landlord-tenant statutes of the state of Washington and the Auburn City Code. The city may, with the legally obtained consent of an occupant or owner, or pursuant to a lawfully issued warrant, enter any building, structure or premises in the city to inspect or perform any duty imposed by this code;

4. If, after implementation of crime prevention strategies, recurring criminal or nuisance activity continues at any particular location which is subject to the licensing requirements of this chapter has failed to eliminate the recurring criminal or nuisance activity at the location, the rental housing owner may be directed to hire security officers selected by the manager-operator. Implementation of manager-operator selected security shall stay revocation of the business license so long as the security is effective in eliminating the recurring criminal and/or nuisance activity at said licensed location;

5. In the event that the rental housing business owner does not comply with the corrective actions of this section, the city may revoke the rental housing business owner's license. Business license revocation shall be the ultimate resort for enforcement purposes. Business license revocation shall occur as otherwise set out in this chapter.

D. It is envisioned that most problems can be resolved by participation in multifamily manager training and implementation of its recommended practices. Failure to participate in any of the above strategies including subsection B of this section may subject the licensed/registered party to revocation. Any expense incurred in connection with this section will be borne by the licensed/registered party.

It is further provided that the "inspection of the residential units of rental housing units," subsection (C)(3) of this section, includes inspection of residential units in the complex for any applicable health, building, fire, housing or life-safety code violations, or other serious violations.

E. The following requirements are established for communal residences as defined in ACC Title 18:

1. The owner/landlord must provide the following information and any additional information on the rental business license application form at the time of submittal:

a. Total number of bedrooms in the rental unit.

- b. Total number of occupants.
2. The owner/landlord must provide updated information for each of the items outlined in subsection (E)(1) of this section each year with their rental business license renewal.
  3. The owner/landlord must sign a statement that confirms their understanding and acceptance of the conditions and obligations incurred as a landlord. At a minimum, the statement will:
    - a. Outline the landlord’s responsibilities for providing a safe living environment for their tenants.
    - b. That structural additions and modifications are to be properly permitted and inspected.
    - c. That garbage and recycling will be properly managed.
    - d. Landscaping and external appearance of the property are properly maintained.
    - e. That adequate off-street parking will be provided for all tenants meeting the requirements of ACC 18.31.130.
    - f. That noise and other public nuisances, see ACC Title 8, will be monitored and controlled.
    - g. That annual inspections are required in order to obtain a communal rental housing or city of Auburn business license.
    - h. That anyone under the age of 18 is subject to the curfew regulations in Chapter 9.10 ACC.
    - i. Communal property owners and managers shall provide a certificate of inspection, pursuant to ACC 5.22.057, to the city prior to the issuance or renewal of an annual business license. The purpose of this inspection is to ensure that any unauthorized structural alterations have not occurred, that there are no life safety concerns, and that occupancy limits have not been exceeded. Failure to provide the annual certificate of inspection shall be cause for the revocation or denial of communal rental housing business license.
  4. If the owner/landlord is in violation of the requirements for a communal residence, then the code enforcement actions outlined in Chapter 1.25 ACC will be taken. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 6477 § 2, 2013; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.040.)

**5.22.055 Additional rental housing business license criteria for multifamily dwelling units.**

In addition to the business license criteria set forth in ACC [5.22.050](#), rental housing businesses consisting of multifamily dwelling units shall comply with the following license requirements:

- A. Property owners, property managers, landlords, and their agents who offer for rent or lease “multifamily dwelling units” as defined in this section may not refuse to rent or lease such a dwelling unit to any residential tenant or prospective residential tenant or otherwise discriminate



or retaliate against any residential tenant or prospective residential tenant solely on the basis that the person proposes to pay a portion of the rent from a “source of income” as defined in this section.

B. If property owners, property managers, landlords, and/or their agents elect to use a rent to income ratio in the rent calculation process any form of income, such as a rent voucher or subsidy, shall be deducted from the total monthly rent calculation for meeting income criteria in the rental screening process.

C. For the purposes hereof, the following definitions shall apply:

1. “Multifamily dwelling units” means housing where two or more separate housing units for residential inhabitants are contained within one building or several buildings within one complex.
2. “Source of income” includes income derived from social security, supplemental security income, other retirement programs, and any federal, state, and local subsidy programs, including housing assistance, public assistance, and general assistance programs.

D. The provisions of this section shall not apply if the dwelling unit does not qualify for participation in the tenant’s “source of income” program. However, any property owner, manager or agent that refuses to rent a dwelling unit to a person based upon the proposed use of funds from a “source of income” must notify that person in writing of the reasons why the dwelling unit is ineligible for participation in the particular “source of income” program. Refusal to allow a health and safety inspection of the property by a public housing authority or subsidy program inspector shall not be considered a legitimate basis for refusing to rent due to program ineligibility.

E. The provisions of this section shall not apply where one portion of a duplex unit is owner occupied. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 6652 § 1, 2017. Formerly 5.22.045.)

#### **5.22.057 Inspections.**

A. When required under this chapter, the rental housing owner or manager shall provide a certificate of inspection that documents compliance with the standards of ACC Title 15.

B. Inspections will be conducted in accordance with RCW 59.18.125.

C. The certificate of inspection should include, but is not limited to, the following items:

1. Structural members that are insufficient in size or strength to carry imposed loads with safety;
2. Exposure of the occupants to the weather;
3. Plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury;
4. Lack of water, including hot water;
5. Heating or ventilation systems that are not functional or are hazardous;

6. Defective, hazardous, or missing electrical wiring or electrical service;
7. Defective or inadequate exits that increase the risk of injury to occupants;
8. Violations that increase the risks of fire; or
9. Violations of other applicable codes, rules or regulations.

D. *Inspectors.* The owner or manager shall submit a certificate of inspection based upon the physical inspection of the dwelling units conducted not more than 90 days prior to the date of the certificate of inspection by a qualified inspector as defined in RCW 59.18.030(25). (Ord. 6755 § 3 (Exh. C), 2019.)

**5.22.060 License application – Required – Form.**

A. Every person required to have a license under the provisions of this chapter shall submit an application for such license to the department. The application shall be a written statement upon a form provided by the director.

B. Whenever a license cannot be issued at the time the application for the same is made, the department shall issue a receipt to the applicant for the money paid in advance subject to the following conditions: such receipt shall not be construed as the approval by the department for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5897 § 12, 2005; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.050.)

**5.22.070 License application – Approval or disapproval procedure.**

The issuance of a city of Auburn business license shall be subject to the applicant and/or license holder being compliant with all the corrective actions imposed pursuant to ACC 5.22.050. The issuance and possession of such license shall not imply an automatic issuance or license renewal in subsequent years. The department shall collect all license fees and shall issue licenses in the name of the city to all persons qualified under the provisions of this chapter and shall:

- A. Adopt all forms and prescribe the information required to implement this chapter;
- B. Submit all applications to department heads or designee of the city of Auburn building, fire, planning and police departments;
- C. Notify any applicant of the acceptance or rejection of his/her application and shall, upon denial of any license, state in writing the reasons therefor, the process for appeal and deliver them to the applicant;
- D. Deny any application for license upon written findings that the granting would violate this chapter. A violation of this chapter shall be considered to be detrimental to the public peace, health or welfare:
  1. Whenever any such license is denied the applicant may within 15 calendar days from date of action file written notice of appeal to the city's hearing examiner. Action of the hearing examiner may be appealed 15 calendar days from date of action to the city council and action of the council shall be conclusive and not subject to review.

2. When the issuance is denied and any action instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued pursuant to a judgment ordering the same. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5897 § 13, 2005; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.060.)

**5.22.080 License – Display – Nontransferability – Responsibility.**

A. Upon receipt of the license, the license shall be retained on the premises of the rental housing business owner's principal office or place of business where it may be inspected at any time, or shall be carried, as appropriate.

B. No license issued under the provisions of this chapter shall be transferable or assignable.

C. The agents or other representatives of nonresidents who are doing business in this city shall be personally responsible for the compliance of their principals and the businesses they represent with this chapter. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.070.)

**5.22.090 License – Revocation.**

A. Any license issued under the provisions of this chapter may be revoked by the mayor or designee for any reason if the further operation thereof would be in violation of this chapter and therefore detrimental to public peace, health or welfare. Any license issued under the provisions of this chapter may also be revoked in the following circumstances:

1. The license was obtained through fraud or misrepresentation of fact;
2. The owner or manager has been convicted of a crime, or suffered civil judgment or is the subject of a consent decree which bears a direct relationship to the rental housing business;
3. The owner or manager takes action or contributes to action in violation of the city's zoning codes or development regulations, or commits or permits a public nuisance on the premises licensed pursuant to this chapter;
4. When the owner/manager's inaction or failure to correct an identified threat to public health and safety reasonably puts other tenants or neighboring property owners/occupants at risk;
5. Failure of the owner and/or manager to comply with any or all federal, state and local laws and regulations that bear a direct relationship to the conduct of the business licensed pursuant to this chapter.

B. Except in the case of emergency due to significant physical danger to one or more tenants, a notice of intent to revoke the business license shall be mailed to the owner and posted on the premises at least 30 days in advance of the effective date for revocation. In the case of emergency described above the notice of intent to revoke shall be provided to the owner and posted on the premises as early as possible. The premises shall be completely vacated upon the date the revocation becomes effective unless the city determines that there is no imminent physical danger to the tenants. If the city determines that there is no imminent physical danger they may make arrangements with the tenants to continue to reside on the premises for a reasonable

amount of time in order to allow time for orderly relocation. Whenever any such license is revoked or notice of impending revocation is sent out, the licensee may within 15 calendar days from date of action file written notice of appeal to the city's hearing examiner. Action of the hearing examiner may be appealed within 15 days from date of action to the city council and action of the council shall be conclusive and not subject to review. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.080.)

**5.22.100 Employment of law enforcement officers.**

In the event the owner, operator or manager of the rental housing business secures the services of one or more law enforcement officer(s) to properly enforce the applicable laws, rules and regulations and to maintain order in the rental housing business, pursuant to ACC 5.22.040(A)(6), all expense for such service shall be borne by the rental housing business owner, manager or operator. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002. Formerly 5.22.090.)

**5.22.110 Reimbursement for transitional costs.**

In the event that a rental housing business is closed by the city or any agency acting on behalf of or in coordination with the city stemming from enforcement of the provisions of this chapter or any applicable criminal code or any health, building, fire, housing or life-safety code, or other serious violations, it shall be a prerequisite condition for the license to be reinstated and/or the rental housing units to be allowed to be available for rental that the operator of the rental housing business reimburse the city for any transitional costs and/or tenant relocation costs incurred by the city that are directly attributable to such closure. For the purposes hereof, "transitional costs and/or tenant relocation costs" include but are not limited to tenant travel costs and temporary hotel vouchers or other expenses incurred to procure alternate housing following tenant displacement for a reasonable time to alleviate the impacts of displacement. The amounts of such costs shall be as determined in the discretion of the mayor in consultation with the director and with representatives of agencies engaged in providing social services within the city. It is provided, however, that nothing in this chapter shall preclude the city from seeking and obtaining funds from grants or other sources to cover or help defray the transitional costs, and receipt of such grants or other funds shall not relieve the operators of the rental housing businesses from the reimbursement requirements hereof. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

**5.22.120 Violation – Penalty.**

Failure of a rental housing business owner, manager or operator to operate a rental housing business without obtaining or maintaining in good standing a city of Auburn business license, as required by this chapter, is punishable in accordance with ACC 5.15.110. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 6567 § 4, 2016; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

**5.22.130 Nonexclusive enforcement.**

The city's action to enforce one provision of this chapter or to pursue one avenue of enforcement shall not preclude the city from enforcing any other provision of this chapter and/or from pursuing any other avenue of enforcement, and the mayor or designated city official is entitled

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to use any methods or processes available under the law to enforce the requirements hereof. (Ord. 6755 § 3 (Exh. C), 2019; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

**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 6. City of Burien – Rental Housing Inspection Program (RHIP) (BMC 5.62)**

### **Chapter 5.62**

#### **RENTAL HOUSING INSPECTION PROGRAM (RHIP)**

##### Sections:

- 5.62.010 Purpose.
- 5.62.020 Applicability – Conflicts.
- 5.62.030 Definitions.
- 5.62.040 Scope.
- 5.62.050 Business license period – Application and relicensing – Fee.
- 5.62.060 Denial or revocation of license – Appeal.
- 5.62.070 Certificates of inspection.
- 5.62.080 Notice that rental is unlawful when certificate not provided.
- 5.62.090 Other inspections.
- 5.62.100 Director is authorized to make rules.
- 5.62.110 Correction notice prior to enforcement.
- 5.62.120 Immediate health and safety threats.
- 5.62.130 Immunity, no warranty by city, and no private right of action.
- 5.62.140 Notice – Additional penalties.
- 5.62.150 Consistency with Chapter 59.18 RCW.

##### **5.62.010 Purpose.**

The city of Burien finds that the establishment of a rental housing safety inspection program (“RHIP”) will protect the public health, safety, and welfare of tenants by encouraging the proper maintenance of rental housing by identifying and requiring correction of substandard housing conditions. By establishing this program, the city intends to prevent conditions of deterioration and blight that would adversely impact the quality of life in Burien. [Ord. 715 § 2 (Exh. A), 2019]

##### **5.62.020 Applicability – Conflicts.**

The provisions of this chapter shall apply in addition to the provisions of any other code provision or ordinance. Where there is a conflict, the more restrictive provision shall apply. [Ord. 715 § 2 (Exh. A), 2019]

##### **5.62.030 Definitions.**

For the purpose of this chapter, the following words or phrases have the meanings prescribed below:

- (1) “Accessory dwelling unit or ADU” means a second, subordinate housing unit that is accessory to a single-family residence and which meets the definition and requirements of BMC 19.10.012.
- (2) “Building” means a structure having a roof supported by columns or walls used for supporting or sheltering a use of any kind.
- (3) “Building code” means all code provisions adopted in and throughout Chapter 15.40 BMC.

- (4) “Business license” means a business license as required by Chapter 5.05 BMC.
- (5) “Certificate of inspection” means the document signed and dated by a qualified rental housing inspector and submitted to the city as the result of an inspection conducted by a qualified rental housing inspector that certifies that the residential housing units that were inspected comply with the requirements and standards of this chapter.
- (6) “Declaration of compliance” means a statement submitted to the city by the owner or the landlord that certifies that, to the best of his or her knowledge, after an on-site review of the conditions of the rental unit, each residential housing unit complies with the requirements and standards of this chapter.
- (7) “Department” means the city of Burien department of community development.
- (8) “Director” means the city of Burien department of community development director or his or her designee.
- (9) “Fire code” means all code provisions adopted in and throughout Chapter 15.20 BMC.
- (10) “Landlord” means the owner, lessor, or sublessor of the rental unit or the rental 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.
- (11) “Mobile home” means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.
- (12) “Owner” means one or more persons, 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.
- (13) “Qualified rental housing inspector” and “RHI” mean a private inspector who possesses at least one of the following credentials and who has been approved by the director as an RHI based on a process developed by the director consistent with the intent of this chapter:
- (a) American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
  - (b) International Code Council Property Maintenance and Housing Inspector certification;
  - (c) International Code Council Residential Building Code Inspector;
  - (d) Washington State-licensed home inspector; or
  - (e) Other acceptable credential the director establishes by rule.
- (14) “Rental property” means all residential dwelling units rented or leased on a single parcel of land managed by the same landlord.

(15) “Rental property complex” means all residential dwelling units rented or leased on a contiguous parcel or parcels of land managed by the same landlord as a single rental complex.

(16) “Rental unit” means a residential housing unit occupied or rented by a tenant or available for rent by a tenant.

(17) “Residential housing unit” means any building or part of a building in the city of Burien that is used or may be used as a home, residence, or sleeping place by one or more persons, including but not limited to single-family residences, accessory dwelling units, duplexes, triplexes, fourplexes, townhouses, multifamily dwellings, apartment buildings, condominiums, and similar living accommodations.

(18) “Shelter” means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

(19) “Single-family residence” means a single detached building containing only one residential housing unit that is completely separated by open space on all sides from any other structure, except its own garage or shed.

(20) “Tenant” means a person entitled to occupy a residential housing unit pursuant to a rental agreement or who pays rent for occupancy or possession.

(21) “Transitional housing” means residential housing units owned, operated, or managed by a nonprofit agency or governmental entity in which supportive services are provided to individuals or families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than 24 months.

(22) “Unit unavailable for rent” means a residential housing unit that is not offered or available for rent as a rental unit, and that prior to offering or making the unit available as a rental unit, the owner is required to obtain a residential rental registration for the rental property in which the unit is located and comply with applicable regulations adopted pursuant to this chapter. [Ord. 715 § 2 (Exh. A), 2019]

#### **5.62.040 Scope.**

(1) Exempt Residential Housing Units. This chapter does not apply to the following residential housing units:

- (a) Owner-occupied single-family residences;
- (b) Units unavailable for rent;
- (c) Housing accommodations in a hotel, motel, short-term rentals such as Airbnbs, etc., or other similar transient lodging;
- (d) Housing accommodations at an institution, whether public or private, where residence is merely incidental to detention or the provision of medical, religious, educational,



recreational, or similar services, including but not limited to correctional facilities, licensed nursing homes, monasteries and convents, and hospitals;

(e) Owner-occupied mobile homes or manufactured homes, both as defined in Chapter 59.20 RCW;

(f) Shelters and transitional housing;

(g) Rental units that a government unit, agency, or authority owns, operates, or manages, or that are specifically exempted from such a registration requirement by state or federal law or administrative regulation. This exemption does not apply once the governmental ownership, operation, or management is discontinued; and

(h) Accessory dwelling units.

(2) Business License Required. As a condition of operation, each and every owner or landlord renting or leasing a residential housing unit within the city limits shall, in accordance with Chapter 5.05 BMC, obtain and maintain a business license. The issuance of such a license shall be considered a privilege and not an absolute right of the landlord, and the possession of such license shall not entitle the landlord to a new business license for subsequent years.

(a) Exemptions. Landlords are exempt from the requirement to obtain a business license for the following rental units:

(i) Single-family residences;

(ii) Mobile homes or manufactured homes, both as defined in Chapter 59.20 RCW;

(iii) Condominiums and townhomes; and

(iv) All residential housing units exempt from the residential rental housing registration requirements under subsection (1) of this section.

(b) Penalty for Not Obtaining Business License. In addition to the penalties set forth in Chapter 5.05 BMC, there shall be assessed a penalty of \$100.00 per day for each day that a residential housing unit operates without a valid and current business license for the first 10 days of noncompliance with this chapter, and up to \$400.00 per day for each day in excess of 10 days of noncompliance with this chapter.

(c) Display of Program Information. Information regarding the rental housing and safety inspection program shall be posted on the inside of each residential housing unit or in a common area; provided, that the director may by rule establish one or more alternative or additional methods for conveying the information to tenants.

(d) Declaration of Compliance. As a condition to the issuance and/or renewal of a business license, an applicant shall provide a valid declaration of compliance addressing each rental unit in the rental property prior to the issuance of a license. A declaration of compliance submitted under this chapter must state that each unit complies with the requirements of this chapter and that there are no conditions presented in the units that endanger or impair the health or safety of a tenant. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.050 Business license period – Application and relicensing – Fee.**

(1) The business license period shall be consistent with the period established under BMC 5.05.160. Any application for a license required by this chapter shall be accompanied by a fee as established in Chapter 5.05 BMC and any resolution established consistent with that chapter. The initial certificate of inspection should be sent to the rental housing inspection program coordinator before or contemporaneous with the application for a business license. Business license applications for residential rental housing shall comply with the requirements of BMC 5.05.100.

(2) Beginning January 1, 2021, and each year thereafter, the fees imposed in subsection (1) of this section shall be adjusted based on the June to June Seattle-Tacoma-Bellevue Consumer Price Index – All Urban Consumers, CPI-U. The adjustment shall be calculated to the nearest cent. Notification of CPI-U based adjustments will be sent out to affected businesses by November 1, 2020, for the 2021 adjustment, and in subsequent years, by November 1st of the year preceding the adjustment. [Ord. 774 § 1, 2021; Ord. 745 § 1, 2020; Ord. 715 § 2 (Exh. A), 2019]

**5.62.060 Denial or revocation of license – Appeal.**

(1) Denial or Revocation of License. A business license issued to a residential rental housing unit or units may be denied or revoked for the following reasons:

- (a) Failure to obtain a certificate of inspection as required by this chapter;
- (b) The certificate of inspection or business license was procured by fraud or false representation of fact;
- (c) The applicant or registration holder has failed to comply with any of the provisions of this chapter;
- (d) The applicant or registration holder is in default in any fee due to the city under this chapter;
- (e) Any reason set forth in BMC 5.05.130 and 5.05.140;
- (f) The property is subject to a notice of violation for a code violation which has been deemed committed or found to have been committed pursuant to Chapter 1.15 BMC or violation of the Revised Code of Washington.

(2) Process – Appeal. The denial or revocation of a business license for a residential rental housing unit or units shall comply with the business license revocation procedures set forth in BMC 5.05.140. The denial or revocation of a business license required by this chapter may be appealed in conformance with the requirements of BMC 5.05.150.

(3) If a business license issued for a residential rental housing unit(s) is revoked, or an application for a license is denied, the landlord will be granted a business license only after:

- (a) Any and all deficiencies on which the revocation or denial was based have been corrected;
- (b) In the event an inspection has been required, the applicant has provided to the city a valid certificate of inspection that meets the requirements of this chapter; and

(c) The applicant pays a license fee as determined by ordinance.

(4) Tenant relocation assistance shall be provided as required by RCW 59.18.085, and pursuant to the process set forth therein. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.070 Certificates of inspection.**

(1) All residential rental properties subject to the requirements of this chapter must be inspected once every three years by a qualified rental housing inspector and will require a certificate of inspection within a time period established by the director. The property selection process shall be based on a methodology determined by the director that will further the purpose of this chapter.

(2) The director is authorized to create and publish a checklist to be used for declarations of compliance and inspections submitted or conducted under this chapter, and is authorized to include additional standards including, but not limited to, those within the building code, fire code, or RCW 59.18.060.

(3) All certificates of inspection submitted under this chapter must state that all units subject to inspection have been inspected, and that all units inspected comply with the requirements of the checklist.

(4) A certificate of inspection shall be based upon a physical inspection by the qualified rental housing inspector of the residential housing units conducted not more than 90 days prior to the date of the certificate of inspection.

(5) The certificate of inspection shall list and show compliance with the minimum standards for each residential housing unit that was inspected using the checklist provided by the city and shall contain such other information as determined by the director to carry out the intent of this chapter.

(6) Limitations and Conditions on Inspection of Units for Certificate of Inspection.

(a) The unit selection process shall be based on a methodology determined by the director that will further the purpose of this chapter.

(b) The city may only require a certificate of inspection on a rental property no more frequently than once every three years in accordance with RCW 59.18.125.

(c) A rental property that has received a certificate of occupancy within the last four years and has had no code violations reported on the property during that period is exempt from inspection.

(d) For properties that require an inspection, the owner or landlord must send written notice of the inspection to all units at the rental property. The notice must advise tenants that some of the units at the property will be inspected and that the tenants whose units need repairs or maintenance should send written notification to the landlord as provided in RCW 59.18.070. The notice must also advise tenants that if the landlord fails to adequately respond to the request for repairs or maintenance, the tenants may contact city of Burien

officials. A copy of the notice must be provided to the inspector upon request on the day of inspection.

(e) If a rental property has 20 or fewer rental units, no more than four rental units at the rental property may be selected by the city to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

(f) If a rental property has 21 or more rental units, no more than 20 percent of the units, rounded up to the next whole number, on the rental property, and up to a maximum of 50 units at any one property, may be selected by the city to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

(g) If an owner or landlord is asked to provide a certificate of inspection for a sample of units on the rental property and a selected unit fails the initial inspection, the city may require up to 100 percent of the units on the rental property to provide a certificate of inspection.

(h) If a rental property has had conditions that endanger or impair the health or safety of a tenant reported since the last required inspection, the city may require 100 percent of the units on the rental property to provide a certificate of inspection.

(i) An inspector conducting an inspection under this chapter may only investigate a rental property as needed to provide a certificate of inspection.

(7) Notice to Tenants.

(a) The landlord shall provide written notification of his or her intent to allow an inspector to enter an individual unit for the purposes of providing the city with a declaration of compliance or certificate of inspection in accordance with RCW 59.18.150(6). The written notice must indicate the date and approximate time of the inspection and the company or person performing the inspection, and that the tenant has the right to see the inspector's identification before the inspector enters the individual unit. A copy of this notice must be provided to the inspector upon request on or before the day of inspection.

(b) A tenant who continues to deny access to his or her unit is subject to the penalties in RCW 59.18.150(8). [Ord. 715 § 2 (Exh. A), 2019]

**5.62.080 Notice that rental is unlawful when certificate not provided.**

When a certificate of inspection or a declaration of compliance is required for a specified residential housing unit under this chapter and a valid certificate of inspection or declaration of compliance has not been provided to the city, the director is authorized to notify the owner or landlord that until a valid certificate of inspection or declaration of compliance is provided to the city, it is unlawful to rent or to allow a tenant to continue to occupy the residential housing unit. It shall be unlawful to rent or allow a tenant to occupy or continue to occupy such unit. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.090 Other inspections.**

Nothing in this chapter precludes additional inspections conducted under RCW 59.18.150, Chapter 1.15 BMC, or at the request or consent of a tenant, pursuant to a warrant, or pursuant to the tenant remedy provided by RCW 59.18.115 of the Residential Landlord-Tenant Act. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.100 Director is authorized to make rules.**

The director is authorized to adopt, publish, and enforce rules and regulations, consistent with this chapter and the standards in this chapter, for the purpose of carrying out the provisions of this chapter, and it is unlawful to violate or fail to comply with any such rule or regulation. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.110 Correction notice prior to enforcement.**

Before the city suspends or revokes a registration or imposes the penalties set forth in this chapter, an attempt shall be made to give the owner or landlord a written notice by personal service or by certified mail, return receipt requested, stating the existence of a violation, that enforcement action is contemplated, and that such person shall have a specified period of time in which to correct the violation. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.120 Immediate health and safety threats.**

Nothing in this chapter shall limit the city's ability to inspect properties and issue citations for property-related conditions that may constitute an immediate health or safety threat. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.130 Immunity, no warranty by city, and no private right of action.**

The purpose of this chapter is to promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms. Nothing contained in this chapter is intended nor shall be construed to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of an owner, landlord, inspector, or other individual to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city or its employees. By enacting and undertaking to enforce this chapter, neither the city, its agents or employees, nor the city council warrants or guarantees the safety, fitness, nor suitability of any dwelling in the city or any unit inspected under this program. Owners, landlords, and occupants shall take whatever steps they deem appropriate to protect their interest, health, safety, and welfare. Nothing contained in this chapter is intended to create a private right of action. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.140 Notice – Additional penalties.**

(1) Prior to imposing any penalties set forth in this chapter, the city shall provide notice and an opportunity to correct pursuant to BMC 1.15.100.

(2) Any person who knowingly submits or assists in the submission of a falsified certificate of inspection, or knowingly submits falsified information upon which a certificate of inspection is issued, is guilty of a gross misdemeanor and must be punished by a fine of not more than \$5,000 as provided in RCW 59.18.125.

(3) The penalties imposed in this chapter are not exclusive when the acts or omissions constitute a violation of another chapter of the Burien Municipal Code. In addition to all other penalties, remedies, or other enforcement measures established within this chapter, or as otherwise provided by law, the acts or omissions that constitute violations of this chapter may be subject to penalties and enforcement provisions as provided by other chapters of the Burien Municipal Code, and such penalties and enforcement provisions may be imposed as set forth therein. All remedies under this chapter are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another. Remedies may be used singly or in combination; in addition, the city of Burien may exercise any rights it has at law or equity. [Ord. 715 § 2 (Exh. A), 2019]

**5.62.150 Consistency with Chapter 59.18 RCW.**

The provisions of this chapter shall be interpreted in a manner that is consistent with the provisions of Chapter 59.18 RCW. [Ord. 715 § 2 (Exh. A), 2019]

## **Appendix 7. City of Tacoma – Provisional Rental Property License (TMC 6B.165)**

### **CHAPTER 6B.165**

#### **PROVISIONAL RENTAL PROPERTY LICENSE**

##### Sections:

- 6B.165.010 Purpose.
- 6B.165.020 *Repealed.*
- 6B.165.030 Definitions.
- 6B.165.040 *Repealed.*
- 6B.165.050 Provisional rental property license required – Appeal.
- 6B.165.060 Exemptions.
- 6B.165.070 Provisional rental property license fees.
- 6B.165.080 Provisional rental property license conditions.
- 6B.165.085 Provisional rental property license no fee and shortened term.
- 6B.165.090 Inspection – Tenant notification.
- 6B.165.100 Inspection appeal.
- 6B.165.110 *Repealed.*
- 6B.165.120 Sale of property – Owner notification.
- 6B.165.130 *Repealed.*
- 6B.165.140 Violations – Certificate of Complaints.

##### **6B.165.010 Purpose.**

The Tacoma City Council finds that rental housing is a valuable community asset, providing homes for all income levels. The City recognizes that quality rental housing is a partnership between owners, tenants, and the City. The City finds that 3 to 5 percent of homes in Tacoma are below the minimum building standards and appear to violate RCW 59.18.060. As a result, to ensure the public health, safety, and welfare of its citizens and the maintenance of quality rental housing for Tacoma citizens, the City Council is establishing a residential provisional rental property license program to prevent and correct conditions in residential rental units that adversely affect or are likely to adversely affect the health, safety, and welfare of the public. It is the purpose of this section to assure that rental housing within the City is actively operated and maintained in compliance with RCW 59.18.060. Providing for a provisional rental property license is intended to address that small percentage of housing that is deemed unsafe for renters and bring that housing into compliance with state law.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 27967 Ex. A; passed Feb. 1, 2011)

##### **6B.165.020 Effective date of ordinance. Repealed by Ord. 28537.**

(Repealed by Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 27967 Ex. A; passed Feb. 1, 2011)

##### **6B.165.030 Definitions.**

“Certificate of Inspection” means an unsworn statement, declaration, verification, or certificate made in accordance with the requirements of RCW 9A.72.085 by a qualified inspector that states

that the landlord has not failed to fulfill any substantial obligation imposed under RCW 59.18.060 that endangers or impairs the health or safety of a tenant, including (a) structural members that are of insufficient size or strength to carry imposed loads with safety; (b) exposure of the occupants to the weather; (c) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury; (d) not providing facilities adequate to supply heat and water and hot water, as reasonably required by the tenant; (e) providing heating or ventilation systems that are not functional or are hazardous; (f) defective, hazardous, or missing electrical wiring or electrical service; (g) defective or hazardous exits that increase the risk of injury to occupants; and (h) conditions that increase the risk of fire.

“Dwelling unit” means any structure or part of a structure which is used as a home, residence, or sleeping place by one or more persons maintaining a common household, including but not limited to single-family residences, a room, rooming units, units of multiplexes, condominiums, apartment buildings, and mobile homes.

“Landlord” 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 landlord.

“Notice of Violation” means a determination by a city official containing the violations outlined in TMC 6B.165.050, provisional rental property license requirement.

“Owner” means one or more persons, 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.

“Person” means an individual, group of individuals, corporation, government, or governmental agency, business trust, estate, trust, partnership, or association, two or more persons having a joint or common interest, or any other legal or commercial entity.

“Public Corporation” means a corporation created pursuant to RCW 35.21.730.

“Property” or “rental property” means all dwelling units on a contiguous quantity of land managed by the same landlord as a single rental complex.

“Qualified inspector” means a United States Department of Housing and Urban Development-certified inspector; a Washington State-licensed home inspector; an American Society of Home Inspectors-certified inspector; a private inspector certified by the National Association of Housing and Redevelopment Officials, the American Association of Code Enforcement, or other comparable professional association as approved by the Public Works Director; a City code enforcement officer; a Washington-licensed structural engineer; or a Washington-licensed architect. An “owner” as defined in this section is not eligible to act as a qualified inspector.

“Tenant” is any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes with a rental agreement.

(Ord. 28537 Ex. A; passed Nov. 6, 2018; Ord. 27967 Ex. A; passed Feb. 1, 2011)



**6B.165.040 Annual business license and Certification required. Repealed by Ord. 28537.**

(Repealed by Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.050 Provisional rental property license required – Appeal.**

A. To ensure compliance with the state Landlord Tenant law, RCW 59.18.060, related to conditions of rental housing, , a provisional rental property license will be required for a rental property when a condition exists that endangers or impairs the health or safety of a tenant and when:

1. Under TMC Chapter 2.01.050 Minimum Buildings and Structures Code violations exceed 24 points, or
2. Under TMC Chapter 2.01.050 Minimum Buildings and Structures Code, it is determined to be a Derelict Building or Structure, or
3. Violations of the International Fire Code, TMC Chapter 3.02, exist.

B. Notice of a violation stating that a provisional rental license is required shall be given and mailed pursuant to TMC 6B.10.120, Mailing of Notices.

C. Appeal.

1. A person who receives notice that a provisional rental property license is required due to violations of TMC Chapter 2.01, the Minimum Buildings and Structures Code, may request an administrative review by the Building Official as provided in Chapter 2.01.050.D.5.b.
2. A person who receives notice that a provisional rental property license is required due to violations of TMC Chapter 3.02 only may appeal such a determination as provided in General License Provisions 6B.10.140, Denial or revocation – Appeal.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 28125 Ex. A; passed Jan. 15, 2013: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.060 Exemptions.**

Buildings, building areas, or living arrangements described in one or more of the following paragraphs are exempted from the requirement to obtain a provisional rental property license.

- A. Living arrangements under RCW 59.18.040, which are exempt from the requirements of RCW 59.18, Landlord Tenant.
- B. A dwelling unit meeting all of the following conditions:
  1. The dwelling unit constitutes the owner's principal residence;
  2. The dwelling unit is temporarily rented by the owner for a period of time no greater than twelve consecutive months in any twenty-four-month period;
  3. The dwelling unit was occupied by the owner immediately prior to its rental;
  4. The owner of the dwelling unit is temporarily living outside of the City; and

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5. The owner intends to re-occupy the dwelling unit upon termination of the temporary rental period.

C. Common areas and elements of buildings containing attached, but individually owned, dwelling units.

D. A rental property that has received a certificate of occupancy within the last four years and has had no code violations under Chapter 2.01 or Chapter 3.02 reported on the property during that period.

E. A rental property inspected by a government agency or other qualified inspector within the previous twenty-four months may provide proof of that inspection which the city may accept in lieu of a certificate of inspection. If any additional inspections of the rental property are conducted, a copy of the findings of these inspections may also be required.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.070 Provisional rental property license fees.**

The fees are hereby fixed as follows:

Description	Fee
Provisional rental property license – 1st notice of violation under Section 6B.165.080	\$500
Provisional rental property license – 2nd notice of violation under Section 6B.165.080 for the same owner	\$1,000
Provisional rental property license – 3rd and subsequent notice of violation under Section 6B.165.080 for the same owner	\$2,000
Public corporation provisional rental property license	\$0

The City shall charge no license fee for units owned by or leased and operated by a Public Corporation, so long as such units have also been individually certified to the City as low-income rental property by the Public Corporation, and such certification is valid at the time the fee would otherwise be due.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 28125 Ex. A; passed Jan. 15, 2013: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.080 Provisional rental property license conditions.**

Any person required to have a provisional rental property license shall be subject to the following conditions:

A. Certificate of Inspection.

The owner shall submit a certificate of inspection based on the criteria outlined in Section 6B.165.090:

1. Within three months of notice of violation of this chapter; or

2. The owner receives approval of a work plan from the City's Neighborhood and Community Services Department that will bring the property into compliance with RCW 59.18.060 within six months of the date of notice of violation.

**B. Provisional Rental Housing Safety Training.**

The owner, or their designated local agent responsible for managing the property, shall complete the City's Crime Free Housing Landlord Tenant Training or Provisional Rental Housing Safety Training within three months of notice of violation of this chapter.

**C. License fee and term.**

1. The license fee shall be paid as described in Section 6B.165.070.

2. The license term is three years from the date of issuance and will be issued after the fee is paid and the conditions in Subsections 6B.165.080.A and 6B.165.080.B have been met.

**D. Final Certificate of Inspection.**

Within 30 days prior to the expiration date of the license, a new certificate of inspection dated within the previous 60 days shall be submitted to the City as outlined in Section 6B.165.090.

(Ord. 28537 Ex. A; passed Nov. 6, 2018; Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.085 Provisional rental property license no fee and shortened term.**

Any person meeting the conditions outlined in Subsections 6B.165.080.A and B and no prior Provisional Rental License notifications as provided herein have been sent to the owner for any rental properties located inside the City limits will be exempt from the license fee and license term in Subsection 6B.165.080.C and requirements of 6B.165.080.D.

(Ord. 28537 Ex. A; passed Nov. 6, 2018; Ord. 28125 Ex. A; passed Jan. 15, 2013)

**6B.165.090 Inspection – Tenant notification.**

A. Inspection. As a condition of a provisional rental property license, the owner shall submit to the City a certificate of inspection, on forms provided by the city, that the owner's rental property complies with State Title 59 Landlord and Tenant section 59.18.060 and does not present conditions that endanger or impair the health or safety of a tenant.

1. A rental property owner may choose to inspect one hundred percent of the units on the rental property and provide only the certificate of inspection for all units to the city.

2. If a rental property has twenty or fewer dwelling units, no more than four dwelling units at the rental property may be selected by the city to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

3. If a rental property has twenty-one or more units, no more than twenty percent of the units, rounded up to the next whole number, on the rental property, and up to a maximum of fifty units at any one property, may be selected by the city to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

**B. Inspection results.**

1. If a rental property owner is asked to provide a certificate of inspection for a sample of units on the property and a selected unit fails the initial inspection, the city may require up to one hundred percent of the units on the rental property to provide a certificate of inspection.
2. If a rental property has had conditions that endanger or impair the health or safety of a tenant reported since the last required inspection, the city may require one hundred percent of the units on the rental property to provide a certificate of inspection.
3. If a rental property owner chooses to hire a qualified inspector other than a city code enforcement officer, and a selected unit of the rental property fails the initial inspection, both the results of the initial inspection and any certificate of inspection must be provided to the city.

**C. Tenant notification.**

1. If a rental property owner chooses to inspect only a sampling of the units, the owner must send written notice of the inspection to all units at the property. The notice must advise tenants that some of the units at the property will be inspected and that the tenants whose units need repairs or maintenance should send written notification to the landlord as provided in RCW 59.18.070. The notice must also advise tenants that if the landlord fails to adequately respond to the request for repairs or maintenance, the tenants may contact city officials. A copy of the notice must be provided to the inspector upon request on the day of inspection.
2. The landlord shall provide written notification of the landlord's intent to enter an individual unit for the purposes of providing the city a certificate of inspection in accordance with RCW 59.18.150(6). The written notice must indicate the date and approximate time of the inspection and the company or person performing the inspection, and that the tenant has the right to see the inspector's identification before the inspector enters the individual unit. A copy of this notice must be provided to the inspector upon request on the day of inspection.
3. A tenant who continues to deny access to the tenant's unit is subject to RCW 59.18.150(8).

**D.** Any person who knowingly submits or assists in the submission of a falsified certificate of inspection, or knowingly submits falsified information upon which a certificate of inspection is issued, is, in addition to the penalties provided for in TMC 6B.10.260, guilty of a gross misdemeanor and may be punished by a fine of not more than \$5,000. Any inspector convicted of, admitting to or submitting a falsified certificate of inspection, will no longer be a qualified inspector as defined under TMC 6B.165.030

(Ord. 28593 Ex. A; passed Jul. 2, 2019; Ord. 28537 Ex. A; passed Nov. 6, 2018; Ord. 28125 Ex. A; passed Jan. 15, 2013; Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.100 Inspection appeal.**

**A.** If a rental property owner does not agree with the findings of an inspection performed by a qualified inspector, as defined under this section, other than a city code enforcement officer, the property owner may request a Minimum Housing Code Inspection by a city code enforcement officer and pay the applicable fee.

B. If a rental property owner does not agree with the findings of an inspection performed by a city code enforcement officer under this section, the property owner may request an administrative review as provided in TMC 2.01.050.D.5.b.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 28208 Ex. A; passed Mar. 18, 2014: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.110 Compliance with provisions. Repealed by Ord. Ord. 28537.**

(Repealed by Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 28125 Ex. A; passed Jan. 15, 2013: Ord. 28108 Ex. F; passed Dec. 4, 2012: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.120 Sale of property – Owner notification.**

Where a property has an existing provisional rental property license requirement and there is a change of ownership, the owner selling the property shall notify the City at the time of the sale. The new owner may be subject to the provisions of this chapter upon receiving a notice of violation and may appeal such determination as provided in 6B.10.140.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 28125 Ex. A; passed Jan. 15, 2013: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.130 Revocation of Annual Business License. Repealed by Ord. 28537.**

(Repealed by Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 27967 Ex. A; passed Feb. 1, 2011)

**6B.165.140 Violations – Certificate of Complaint.**

If the city finds that a violation of any provision of this chapter exists, the City, after notice to the owner, may file a Certificate of Complaint as defined in TMC 2.01.

(Ord. 28537 Ex. A; passed Nov. 6, 2018: Ord. 28125 Ex. A; passed Jan. 15, 2013: Ord. 27967 Ex. A; passed Feb. 1, 2011)

## **Appendix 8. City of Tukwila – Residential Rental Business License and Inspection Program (TMC 5.06)**

### **CHAPTER 5.06**

#### **RESIDENTIAL RENTAL BUSINESS LICENSE AND INSPECTION PROGRAM**

##### **Sections:**

- 5.06.010 Purpose
- 5.06.020 Definitions
- 5.06.030 Scope
- 5.06.040 Residential Rental Business License Requirement
- 5.06.050 Inspection Required
- 5.06.060 Inspection Consent
- 5.06.070 Rental Inspection Deficiency Point System
- 5.06.080 Inspection Certificate
- 5.06.090 Deficiencies
- 5.06.100 Violations
- 5.06.110 Re-inspections
- 5.06.120 Notice of Non-Issuance of Certificate of Compliance
- 5.06.130 Contents of Certificate of Compliance
- 5.06.140 Certificate of Compliance Validity and Renewal
- 5.06.150 Notice
- 5.06.160 Authority
- 5.06.170 Administrative Regulations
- 5.06.180 Complaint-Based Inspections
- 5.06.190 Voluntary Inspection Requests
- 5.06.200 Penalties
- 5.06.210 Appeal
- 5.06.220 Annual Review and Report
- 5.06.230 Immediate Health and Safety Threats
- 5.06.240 No Warranty by City

##### **5.06.010 Purpose**

The City Council finds that the establishment of a Residential Rental Business License and Inspection Program for rental units is necessary to protect the public health, safety and welfare by ensuring the proper maintenance of such housing, by identifying and requiring correction of substandard housing conditions, and by preventing conditions of deterioration and blight that could adversely impact the quality of life in the City of Tukwila.

(Ord. 2281 §1 (part), 2010)

### **5.06.020 Definitions**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted using the meaning they have in common usage and to give this chapter its most reasonable application.

1. “Accessory dwelling unit” or “ADU” means a unit that meets the requirements of Table 18-6, Note 17, of TMC Title 18.
2. “Applicable laws” include, but are not limited to, the City’s housing code, the City zoning ordinance and other City ordinances, and other laws or regulations relating to the health and safety of City residents or the general public.
3. “Certificate of Compliance” means the certificate issued by the City evidencing compliance with the requirements of this chapter. A Certificate of Compliance is required before a unit can be rented.
4. “Code official” means the Department of Community Development Director or his/her designee.
5. “City” means the City of Tukwila, Washington.
6. “Deficiency” means any failure by a rental unit to comply with applicable laws.
7. “Department” means the City of Tukwila Department of Community Development.
8. “Inspection Checklist” means the document submitted to the City as the result of an inspection conducted by an inspector which shows the true condition of the unit. An Inspection Checklist must be signed and dated by the inspector.
9. “Inspector” means:
  - a. A City building code inspector;
  - b. A City code enforcement officer;
  - c. A private inspector, approved by the City upon evidence of at least one of the following credentials: A.A.C.E. Property Maintenance and Housing Inspector certification, I.C.C. Property Maintenance and Housing Inspector certification, or I.C.C. Residential Building Code Inspector;
  - d. A Washington State licensed architect; or
  - e. A Washington State licensed home inspector.
10. “Non-City inspector” means any inspector meeting the criteria in Section 5.06.020 who is not a City code official.
11. “Occupant” means an individual, partnership, corporation or association, or agent of any of them lawfully residing in a unit.
12. “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

13. “Rental inspection deficiency point system” means the point system used by inspectors to evaluate whether a rental unit is in compliance with the requirements of this chapter.

14. “Rental unit” means a unit occupied or leased by a tenant.

15. “Single-family residence” means a building, modular home, or new manufactured home designed to contain no more than one dwelling unit, plus one accessory dwelling unit.

16. “Tenant” means any adult person granted temporary use of a rental unit pursuant to a lease or rental agreement with the owner of the rental unit.

17. “Unit” means any structure or part of a structure, which is used as a home, residence or sleeping place by one or more persons, including but not limited to, single-family residences, duplexes, tri-plexes, four-plexes, multi-family dwellings, apartment buildings, condominiums, mobile homes and similar living accommodations.

18. “Unit unavailable for rent” means a unit whose owner has filed with the code official a statement signed under penalty of perjury that such unit is not offered or available for rent as a rental unit and that prior to offering or making the unit available as a rental unit, the owner will apply for a Residential Rental Business License and comply with any applicable administrative regulations adopted pursuant to this chapter.

(Ord. 2519 §1, 2016; Ord. 2459 §1, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.030 Scope**

The provisions of this chapter shall apply to all rental units, with the exception of:

1. Owner-occupied rental units;
2. Units unavailable for rent;
3. Housing accommodations in hotels, motels, inns or tourist homes;
4. Housing accommodations in retirement or nursing homes;
5. Housing accommodations in any hospital, State-licensed community care facility, convent, monastery or other facility occupied exclusively by members of a religious order or an extended medical care facility;
6. Housing accommodations that a government unit, agency or authority owns, operates or manages, or which are specifically exempted from municipal regulation by State or federal law or administrative regulation. This exception shall not apply once the governmental ownership, operation or management regulation is discontinued.

(Ord. 2281 §1 (part), 2010)

#### **5.06.040 Residential Rental Business License Requirement**

A. Every rental unit owner shall obtain an annual residential rental business license, pursuant to Title 5 of the Tukwila Municipal Code, prior to operating, leasing or causing to be leased a rental unit. Rental unit owners must file a written application annually with the Department for each



rental location to be leased. To be considered for approval, residential rental business license applications must be complete and include:

1. Completed and signed Residential Rental Business License Application provided by the City.
2. Appropriate application fee as set forth in the fee schedule adopted by resolution of the City Council. Late fees will be due for applications filed March 1st or later.
3. For multi-family buildings with 2 or more units, documentation of an ongoing integrated pest management (IPM) program. This could be provided by a property manager trained in IPM or a contract with a pest control company.

B. Failure to obtain a residential rental business license will result in the inability to rent the unit. (Ord. 2519 §2, 2016; Ord. 2281 §1 (part), 2010)

#### **5.06.050 Inspection Required**

A. The property owner is responsible for obtaining an inspection of each rental unit and submitting the Inspection Checklist to the code official no later than September 30 of the year the Certificate of Compliance expires.

B. When a unit changes from owner occupancy to a rental, the inspection must occur before the unit is occupied by the tenant. An inspection is not required the year a Certificate of Occupancy is issued for a newly-constructed building, and thereafter the building will be inspected according to the quadrant in which it is located.

C. Owners of complexes with 5 or more units are required to utilize a non-City inspector. Owners of rental properties with fewer than 5 units may utilize a City inspector or a non-City inspector. Non-City inspectors must meet the qualifications defined herein, be preapproved by the City, and may not have a financial interest in the property. The City shall provide the Inspection Checklist to the owner with the application form.

D. The code official shall issue a Certificate of Compliance for rental units that comply with applicable laws based on a submitted Inspection Checklist. If using a non-City inspector, the owner shall be responsible for making the inspection arrangements with the non-City inspector.

E. The code official shall audit Inspection Checklists submitted by private inspectors and based on audit results may reinspect units on that property or inspected by that inspector.

F. Submittal of an Inspection Checklist that the owner knows or should have known is false may result in revocation of the residential rental business license and penalties defined in TMC Section 5.06.200.

G. An Inspector may be removed from the City's approved list for reasons including, but not limited to:

1. Submittal of an Inspection Checklist that the inspector knows or should have known is false.
2. Conviction for any crime that occurs in connection with an inspection.
3. Failure to hold a valid Tukwila business license.

Ord. 2600 §1, 2018; Ord. 2519 §3, 2016; Ord. 2459 §2, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.060 Inspection Consent**

Owners shall make every effort to make units available for inspection pursuant to this chapter. If the owner fails to arrange for a non-City inspector and/or the owner or occupants do not consent to City entry for inspection, the code official may not force or otherwise attempt to gain entry except in accordance with a court warrant authorizing entry for the purpose of inspection.

(Ord. 2281 §1 (part), 2010)

#### **5.06.070 Rental Inspection Deficiency Point System**

A. The code official shall prepare and shall keep on file for public inspection the rental inspection deficiency point system used in the point calculation procedure set forth herein. The code official shall assign points according to the severity of each code violation on a scale of 1 to 25. Except when otherwise provided by State law, conditions in the design or structure of a building such as, but not limited to, the size and dimension of rooms and windows and the electrical and plumbing systems that were legal under existing codes when built, shall not be violations as long as they are maintained in good repair. A violation noted during the inspection shall receive the assigned point value.

B. A rental unit shall be considered unfit for occupancy if it fails an inspection by 25 points or more.

(Ord. 2281 §1 (part), 2010)

#### **5.06.080 Inspection Checklist**

As a condition of the issuance of a residential rental business license, the owner shall provide a completed Inspection Checklist signed by the inspector showing the current condition of the rental unit. The code official shall issue a Certificate of Compliance upon receipt of the inspection results indicating compliance with the applicable laws pursuant to this chapter.

(Ord. 2459 §3, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.090 Deficiencies**

Items to be inspected are weighted according to a point system established by the City. Accrual of 25 points or more for deficiencies constitutes a failure of the inspection and requires correction. The inspector shall provide the owner and the City written notice of each deficiency disclosed by inspection. A Certificate of Compliance shall not be issued until the Inspection Checklist indicates a score of less than 25 points. Repairs required to bring the unit into compliance are the responsibility of the owner. Rental units shall be subject to re-inspections pursuant to TMC Section 5.06.110.

(Ord. 2459 §4, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.100 Violations**

If an inspection of a rental unit conducted pursuant to this chapter reveals deficiencies of 25 points or more on the Inspection Checklist, the violation must be cured within 30 days. If upon re-inspection, the unit reveals deficiencies of 25 points or more, the City's code official may seek

any remedies permitted by law including, but not limited to, denial or revocation of a residential rental business license for that unit pursuant to Title 5 of the Tukwila Municipal Code, and abatement proceedings pursuant to Chapter 8.45 of the Tukwila Municipal Code. The City may seek legal or equitable relief to enjoin any act or practice that constitutes or will constitute a violation of any regulation under this chapter.

(Ord. 2459 §5, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.110 Re-inspections**

A rental unit that exhibits deficiencies of 25 points or more on the Inspection Checklist shall be subject to a re-inspection and re-inspection fee as set forth in the City's fee schedule adopted pursuant to this chapter.

(Ord. 2459 §6, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.120 Notice of Non-Issuance of Certificate of Compliance**

If, upon re-inspection, the inspector determines a rental unit is unfit for occupancy by failing an inspection by 25 points or more, the City shall provide the owner with written notice of non-issuance of Certificate of Compliance. Such notice shall specify the date of the non-issuance determination, the rental unit address, the name of the owner, the name of the inspector and the specific reasons for the non-issuance determination. Failure to obtain a Certificate of Compliance will result in the non-issuance or revocation of the rental business license for that unit. The unit shall be posted Unfit for Occupancy. Tenants, if any, shall be required to vacate. Relocation Assistance pursuant to TMC 8.46 may apply.

(Ord. 2281 §1 (part), 2010)

#### **5.06.130 Contents of Certificate of Compliance**

Certificate of Compliance shall specify the date of issuance, the rental unit address, the name of the owner to whom the certificate is issued, the expiration date of the Certificate, and an indication the rental unit complies with applicable laws as far as could be determined by inspection.

(Ord. 2459 §7, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.140 Certificate of Compliance Validity and Renewal**

Certificates of Compliance expire on December 31, four years from the date of issuance by the City. Failure to renew the Certificate of Compliance every four years shall result in the non-issuance or revocation of the rental business license for that unit. Rental properties that are registered and continue to meet all the requirements of the City's Crime-Free Rental Housing Program, or other City-administered program to certify rental properties as working proactively at crime prevention, may extend their required rental inspection schedule to once every 8 years. If participation in such program is terminated due to failure to meet program requirements or for any other reason, the rental inspection shall be due at the end of the calendar year of the year of termination or 4 years from the last inspection, whichever is later. Furthermore, if a property registered in the Crime-Free Rental Housing Program, or any other City-administered program to certify rental properties as working proactively at crime prevention, is the subject of

3 or more code violation complaints verified by the City in any 6-month period for violations affecting the habitability of a residential unit, the property will revert to a 4-year inspection cycle.

(Ord. 2519 §4, 2016; Ord. 2459 §8, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.150 Notice**

All notices issued pursuant to this chapter shall provide the address and phone number where additional information concerning the inspection may be obtained. Notice to the owner and occupants shall be mailed by first-class mail to the owner's last known address as it appears in the records of the county assessor or other address provided by the owner.

(Ord. 2459 §9, 2014; Ord. 2281 §1 (part), 2010)

#### **5.06.160 Authority**

The code official shall be responsible for enforcement and administration of this ordinance.

(Ord. 2281 §1 (part), 2010)

#### **5.06.170 Administrative Regulations**

The code official is authorized and directed to promulgate administrative regulations pertaining to the implementation of this chapter.

(Ord. 2281 §1 (part), 2010)

#### **5.06.180 Complaint-Based Inspections**

Nothing contained herein shall prevent or restrict the authority of the City's code official to inspect any unit or premises thereof in response to a complaint alleging code violations or other violations of law at such unit and to pursue all code enforcement remedies available under this code or other laws following such a complaint-based inspection of a unit.

(Ord. 2281 §1 (part), 2010)

#### **5.06.190 Voluntary Inspection Requests**

Nothing in this chapter shall be construed to prohibit an owner from voluntarily requesting an inspection to determine whether a rental unit complies with applicable laws, even though such inspection may not be required pursuant to this chapter. Such voluntary inspection requests shall be subject to all of the provisions of this chapter including, but not limited to, the provisions governing applications and fees.

(Ord. 2281 §1 (part), 2010)

#### **5.06.200 Penalties**

A. Violations of the provisions of this chapter shall be subject to enforcement and penalties as prescribed in TMC Chapter 8.45 and the issuance of a Notice of Violation in accordance with TMC Section 8.45.070.

B. Any violation of this chapter that constitutes an immediate health or safety threat shall constitute a public nuisance.

C. In addition to penalties, the City shall not issue or shall revoke the unit's business license and require that the unit be vacated until the unit is brought into compliance.

(Ord. 2549 §3, 2017; Ord. 2281 §1 (part), 2010)

#### **5.06.210 Appeal**

A. The owner may appeal the non-issuance of a Certificate of Compliance by filing a written notice of appeal with the City Clerk within 10 calendar days following receipt of the notice of non-issuance. The notice of appeal must state the grounds for appeal, including a detailed explanation of why the decision was incorrect. The notice of appeal must be accompanied by an Appeal Fee in accordance with the fee schedule adopted by resolution of the City Council. A timely notice of appeal shall stay the effect of the notice of non-issuance until the City's Hearing Examiner or other hearing body issues a written decision on the appeal.

B. Upon timely filing of a notice of appeal, the Finance Director shall schedule a hearing on the appeal before the City's Hearing Examiner or other hearing body. The hearing shall be conducted no later than 30 business days from the date of the notice of appeal, unless an extension is agreed to by the appellant or otherwise ordered by the Hearing Examiner or other hearing body for good cause shown. Notice of the hearing will be mailed to the owner.

C. The hearing shall be de novo. The decision of the City's Hearing Examiner or other hearing body shall be based upon a preponderance of the evidence. The burden of proof shall be on the appellant. The Hearing Examiner or other hearing body may affirm, reverse or modify the Finance Director's decision.

D. Within 20 business days, excluding holidays recognized by the City of Tukwila, from the date of the hearing on an appeal under this section, the Hearing Examiner or other hearing body shall issue a written decision, which shall set forth the reasons therefor.

(Ord. 2496 §7, 2016; Ord. 2281 §1 (part), 2010)

#### **5.06.220 Annual Review and Report**

The code official shall conduct an annual review of the Residential Rental Business License and Inspection Program and shall submit an annual report of the program's effectiveness to the City Council.

(Ord. 2281 §1 (part), 2010)

#### **5.06.230 Immediate Health and Safety Threats**

Nothing in this ordinance shall limit the City's ability to inspect properties and issue citations for property-related conditions that may constitute an immediate health or safety threat.

(Ord. 2281 §1 (part), 2010)

#### **5.06.240 No Warranty by City**

By enacting and undertaking to enforce this program, the City, City Council, its agents and employees do not warrant or guarantee the safety, fitness or suitability of any dwelling in the City or any unit inspected under this program. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

(Ord. 2281 §1 (part), 2010)

**ORDINANCE NO. O2022-014**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, adding a new chapter entitled Chapter 5.80 *Rental Housing Registration* to Title 5 *Business Taxes, Licenses and Regulations*, as more particularly described herein.

**WHEREAS**, in 2010 the City Council passed Ordinance No. 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 No. 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 No. 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**, 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**, in 2020 the City Council passed Ordinance No. O2020-019 to 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**, in 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 City Council directed staff to draft language needed to start a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to license rental properties with five or more units in order to communicate with tenants and landlords about rental regulations; and

**WHEREAS**, the General Government Committee held a briefing on the proposed code amendments on January 11, 2023 and the City Council held a worksession on January 24, 2023; and

**WHEREAS**, on February 7, 2023 the City Council approved 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.** A new Chapter 5.80, “Rental Housing Registration,” is hereby added to the Tumwater Municipal Code to read as follows:

### **Chapter 5.80 RENTAL HOUSING REGISTRATION**

**Sections:**

**5.80.010 Definitions.**

**5.80.030 Scope.**

**5.80.100 Enforcement – Remedies not exclusive.**

### **5.80.010 Definitions.**

For the purpose of this chapter, the following words or phrases have the meanings prescribed below:

“Accessory dwelling unit” means a dwelling unit that is an accessory use or structure subordinate to a single-family detached dwelling subject to the general land use regulations found in TMC 18.42.010.

“Building” means any structure having a roof, but excluding all forms of vehicles, even though immobilized. (See “structure,” TMC 18.04.180.)

“Building code” means the code promulgated by the International Conference of Building Officials, as adopted by the city council of the city.

“Business license” means a business license as required by Chapter 5.04 TMC.

“Director” means the director of the community development department, or the director’s designee, as it exists or it is hereinafter amended.

“Dwelling, single-family detached” means a building that is not attached in any way to another dwelling unit or structure providing complete, independent living facilities for a family.

“Emergency housing” means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that are intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may provide individual rooms for sleeping and may have communal bathrooms and kitchen and dining areas. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

“Emergency shelter” means a facility that provides a temporary indoor shelter for individuals or families who are currently homeless. Emergency shelter may provide a mixture of individual rooms and common areas for sleeping and may have communal bathrooms and kitchen and dining areas. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day cooling and warming centers that do not provide overnight accommodations.

“Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the property 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 property owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

“Manufactured home” means a single-family dwelling built according to the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building code. A manufactured home does not meet the criteria to be classified as a “designated



manufactured home.” See also “designated manufactured home” and “new manufactured home,” TMC 18.04.040 and TMC 18.04.140.

“Manufactured home, designated” means a manufactured home constructed after June 15, 1976, in accordance with state and federal requirements for manufactured homes, which: (A) is comprised of at least two fully enclosed parallel sections each of not less than twelve feet wide by thirty-six feet long; (B) was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of nominal three-to-twelve pitch; and (C) has exterior siding similar in appearance to siding materials commonly used on conventional site-built single-family residences. See also “manufactured home” and “new manufactured home.”

“Manufactured home, new” means any manufactured home required to be titled under RCW Title 46, which has not been previously titled to a retail purchaser, and is not a used mobile home as defined in RCW 82.45.032(2). See also “designated manufactured home” and “manufactured home,” TMC 18.04.040 and 18.04.130.

“Mobile home” means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development (HUD) Code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since introduction of the HUD Manufactured Home Construction and Safety Standards Act.

“Permanent supportive housing” means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW, Residential Landlord-Tenant Act

“Property” or “rental property” means all dwelling units on a contiguous quantity of land managed by the same landlord as a single, rental complex.

“Property 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.

“Rental unit” means a residential housing unit occupied or rented by a tenant or available for rent by a tenant.

“Residential housing unit” means any building or part of a building in the city of Tumwater that is used or may be used as a home, residence, or sleeping place by one or more persons, including but not limited to single-family detached dwellings, accessory dwelling units, designated manufactured homes, manufactured homes, new manufactured homes, mobile homes, duplexes, triplexes, fourplexes, townhouses, rowhouses, cottage housing, multifamily dwellings, apartment buildings, high-rise residential, condominiums, and similar living accommodations.

“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 property owner of a dwelling unit or members of the property owner’s immediate family.

“Transitional housing” means housing providing stability for residents for a limited time period, usually two weeks to twenty-four months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

#### **5.80.030 Scope.**

A. **Business License Required.** As a condition of operation, each and every property owner or landlord renting or leasing a residential housing unit within the city limits shall, in accordance with Chapter 5.04 TMC, obtain and maintain a business license.

B. **Exempt Residential Housing Units.** This chapter does not apply to the following residential housing units:

1. Single-family detached dwellings, duplexes, triplexes, or fourplexes;
2. Manufactured home parks less than five units in size;
3. Units unavailable for rent;
4. Housing accommodations in a hotel, motel, bed and breakfast, short-term rental, or other similar transient lodging;
5. Housing accommodations at an institution, whether public or private, where residence is merely incidental to detention or the provision of medical, religious, educational, recreational, or similar services, including but not limited to adult family homes, educational facilities, residential care facilities, group foster

homes, assisted and independent senior housing facilities, convalescent centers, rest homes, nursing homes, prisons, jails, or other correctional facilities, monasteries and convents, mental health facilities, and hospitals;

6. Designated manufactured homes, manufactured homes, new manufactured homes, and mobile homes;
7. Emergency housing, emergency shelters, and transitional housing;
8. Permanent supportive housing and rental units that a government unit, agency, or authority owns, operates, or manages, or that are specifically exempted from such a registration requirement by state or federal law or administrative regulation. This exemption does not apply once the governmental ownership, operation, or management is discontinued;
9. Accessory dwelling units; and
10. Condominiums and townhomes or rowhouses.

C. **Penalty for Not Obtaining Business License.** In addition to the penalties set forth elsewhere in TMC, there shall be assessed a penalty of \$100.00 per day for each day that a residential housing unit operates without a valid and current business license for the first ten days of noncompliance with this chapter, and up to \$400.00 per day for each day in excess of ten days of noncompliance with this chapter.

D. **Display of Required Information.** Information required by TMC 5.75.030(B) shall be posted on the inside of each residential housing unit or in a common area; provided, that the director may establish by rule one or more alternative or additional methods for conveying the information to tenants.

E. The business license period shall be consistent with the period established under TMC 5.04.050. A fee as established in Chapter 5.04 TMC shall accompany any application for a license required by this chapter. Business license applications for residential rental housing shall comply with the requirements of TMC 5.04.040.

F. **Denial or Revocation of License.**

1. A business license issued to a residential rental housing unit or units may be denied or revoked for the following reasons:
  - a. The applicant or registration holder has failed to comply with any of the provisions of this chapter;
  - b. The applicant or registration holder is in default of any fee due to the city under this chapter;
  - c. Any reason set forth in TMC 5.04.030;
  - d. The property is subject to a notice of violation for a code violation, which has been deemed committed or found to have been committed pursuant to TMC or the Revised Code of Washington.

2. The denial or revocation of a business license for a residential rental housing unit or units shall comply with the business license revocation procedures set forth in TMC 5.04.030.

3. If a business license issued for a residential rental housing unit(s) is revoked, or an application for a license is denied, the landlord will be granted a business license only after:

a. Any and all deficiencies on which the revocation or denial was based have been corrected;

b. The applicant pays a license fee as determined by city code.

4. Tenant relocation assistance shall be provided as required by RCW 59.18.085, and pursuant to the process set forth therein.

**5.80.100 Enforcement – Remedies not exclusive.**

The remedies prescribed in this chapter are in addition to all other remedies provided or authorized by law.

**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 thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Published:\_\_\_\_\_

Effective Date:\_\_\_\_\_

TO: City Council  
 FROM: Christina Choate, Accountant  
 DATE: February 7, 2023  
 SUBJECT: Resolution No. R2023-003, Surplus Property

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1) Recommended Action:

Adopt Resolution R2023-003 Declaring Property as Surplus.

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2) Background:

The surplus items include 24 Police Patrol Car Cameras, 25 other IT ER&R items, 3 Fleet ER&R shop equipment, 1 Police vehicle, 2 WRS Operations vehicles, 1 Parks dump truck with snow plow and sander attachments, 1 Parks vehicle and 1 Parks mower.

All items have been taken out of service or will be taken out of service and replaced according to their useful lives or have become obsolete.

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3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
  - Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
- 

4) Alternatives:

- ☐ Adopt the Resolution.
  - ☐ Don't adopt the Resolution
- 

5) Fiscal Notes:

No significant impact. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

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6) Attachments:

A. Resolution R2023-003 Declaring Property as Surplus with attached Exhibit A List of the items to be surplusd

**RESOLUTION NO. R2023-003**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington declaring the property itemized on the attached Exhibit A surplus to the City's needs, so that it can be disposed of in accordance with Washington State Law.

**WHEREAS**, the Asset Manager has determined that the items on the attached Exhibit A, currently owned by the City of Tumwater by purchase, property seizure, or unclaimed property are not needed by the City for current operations; and

**WHEREAS**, it is the City's policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW63.32.010, and other applicable Washington State laws, rules and regulations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1. Surplus Declaration.** The property itemized on the attached Exhibit A is hereby declared surplus to the needs of the City of Tumwater, and it shall be auctioned, sold, traded, donated, or otherwise disposed of in accordance with the provisions of Washington State laws, rules and regulations.

**Section 2. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 7<sup>th</sup> day of February 2023.

CITY OF TUMWATER

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Debbie Sullivan, Mayor

ATTESTS:

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Melody Valiant, City Clerk

APPROVED AS TO FORM:

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Karen Kirkpatrick, City Attorney



## Exhibit A



## M E M O R A N D U M

**DATE:** February 7<sup>th</sup>, 2023

**TO:** Troy Niemeyer, Finance Manager

**FROM:** Christina Choate, Accountant

**SUBJECT:** Surplus of Equipment – Asset Management Fund

The following items have exceeded their useful lives, or are unclaimed items or evidence and are ready for donation, disposal or sale:

Asset #	ER&R#	Description	VIN# / Serial #	Current Location / Condition
0001420	69020	1995 Swenson Sander	C13698	ER&R Shop
0003790	69190	1999 Ford F-350	1FTSX30LIXED99000	ER&R Shop
0004073	69473	2003 AtlasCopco Air Compressor	4500A06103H005403	ER&R Shop
0004210	69610	2005 Chevy Colorado Pickup	1GCDT196058237585	ER&R Shop
0004428	69624	Tire Changer	HR8624	ER&R Shop
0004425	6069775	Tire Balancer	IDD002571	ER&R Shop
0004639	6069964	2012 Ford Escape Hybrid	1FMCU4K33CKA45065	ER&R Shop
0004836	6070201	Digital Ally Patrol Car Video Camera	1D030875	ER&R Shop
0004837	6070202	Digital Ally Patrol Car Video Camera	1D03086D	ER&R Shop
0004838	6070203	Digital Ally Patrol Car Video Camera	1D0308B3	ER&R Shop
0004839	6070204	Digital Ally Patrol Car Video Camera	1D0308F0	ER&R Shop
0004840	6070205	Digital Ally Patrol Car Video Camera	1D030853	ER&R Shop
0004841	6070206	Digital Ally Patrol Car Video Camera	1D030889	ER&R Shop
0004842	6070207	Digital Ally Patrol Car Video Camera	1D030884	ER&R Shop
0004843	6070208	Digital Ally Patrol Car Video Camera	1D030887	ER&R Shop
0004844	6070209	Digital Ally Patrol Car Video Camera	1D0393A8	ER&R Shop
0004845	6070210	Digital Ally Patrol Car Video Camera	1D030870	ER&R Shop

0004846	6070211	Digital Ally Patrol Car Video Camera	1D0308F1	ER&R Shop
0004847	6070212	Digital Ally Patrol Car Video Camera	1D0308B6	ER&R Shop
0004848	6070213	Digital Ally Patrol Car Video Camera	1D0308FB	ER&R Shop
0004849	6070214	Digital Ally Patrol Car Video Camera	1D0308E6	ER&R Shop
0004850	6070215	Digital Ally Patrol Car Video Camera	1D0308D5	ER&R Shop
0004851	6070216	Digital Ally Patrol Car Video Camera	1D03092F	ER&R Shop
0004852	6070217	Digital Ally Patrol Car Video Camera	1D030206	ER&R Shop
0004853	6070218	Digital Ally Patrol Car Video Camera	1D0308AF	ER&R Shop
0004854	6070219	Digital Ally Patrol Car Video Camera	1D0308FF	ER&R Shop
0004855	6070220	Digital Ally Patrol Car Video Camera	1D0308BF	ER&R Shop
0004941	6070247	Digital Ally Patrol Car Video Camera	1D038709	ER&R Shop
0004942	6070248	Digital Ally Patrol Car Video Camera	1D038722	ER&R Shop
0004943	6070249	Digital Ally Patrol Car Video Camera	1D038661	ER&R Shop
0004944	6070250	Digital Ally Patrol Car Video Camera	1D03985D	ER&R Shop
0004876	6070229	John Deere Lastec 3300 100" Mower	53950515	ER&R Shop
0001111	6376A	1991 Flink Snow Plow	093	ER&R Shop
0001131	6444B	1988 International 5 Yard Dump Truck	1HTLDUXN2JH535587	ER&R Shop
0004631	6069952	2011 Ford Fusion	3FAHP0CG3BR336225	Police
0004469	6069764	Canon DR-9080 Scanner	CZ312652	Off-Site Storage
0004734	6070108	HP Laserjet M603	CNDCH2C09F	Off-Site Storage
0004754	6070117	2013 DELL OPTIPLEX 9010 COMPUTER	H2XYFX1	Off-Site Storage
0004755	6070118	2013 DELL OPTIPLEX 9010 COMPUTER	H2X1GX1	Off-Site Storage
0004836	6070122	HP Color Laserjet Printer	JPDCF1Q1FG	Off-Site Storage
0004824	6070185	NEPTUNE TRIMBLE HANDHELD METER READER	ES56C99755	Off-Site Storage
0004825	6070186	Neptune Trimble Meter Reader	ES56C99288	Off-Site Storage
N/A	6070263	Dell Precision Workstation T3620	5VLR482	Off-Site Storage
ITA12169	6070264	Dell Precision Workstation T3620	5VLQ482	Off-Site Storage
N/A	6070265	Dell Precision Workstation T3620	5VLP482	Off-Site Storage
0004921	6070289	Dell Optiplex 7040	G6HBHB2	Off-Site Storage
0004924	6070295	DELL OPTIPLEX 7040	G6H7HB2	Off-Site Storage
0004971	6070330	2017 NEPTUNE MRX920 DATA COLLECTOR UNIT	MRX300421	Off-Site Storage
ITA12215		Dell Optiplex 7050 MT Workstation	6WJSCH2	Off-Site Storage
ITA12233		Panasonic Toughpad FZ-B2	6LTYA08796	Off-Site Storage
ITA12234		Panasonic Toughpad FZ-B2	6LTYA08791	Off-Site Storage
ITA12235		Panasonic Toughpad FZ-B2	6LTYA08794	Off-Site Storage
ITA12250		Dell Precision Tower 3620	G7GCHK2	Off-Site Storage
ITA12289		Dell Optiplex 7050 Mini Tower	GR46JL2	Off-Site Storage
ITA12293		Dell Precision Tower 3620 XCTO (CADD PC)	FK8G0M2	Off-Site Storage
ITA12294		Dell Precision Tower 3620 XCTO	FK8H0M2	Off-Site Storage
ITA12368		Dell Precision 3620 Tower PC	2H5WMN2	Off-Site Storage
ITA12373		APC Smart - UPS 1500va	AS1743330729	Off-Site Storage
ITA12394		Dell Optiplex 7050 MT PC	9GT7XQ2	Off-Site Storage
ITA12624		Dell XPS 15 Laptop & Briefcase	32CQ0X2	Off-Site Storage

TO: City Council  
FROM: Mary Heather Ames, Transportation Manager  
DATE: February 7, 2023  
SUBJECT: Fuel Tax Agreement with the Transportation Improvement Board for Tumwater Boulevard Interchange

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1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Fuel Tax Agreement with the Transportation Improvement Board for Tumwater Boulevard Interchange. The Fuel Tax Agreement was recommended for approval by the Public Works Committee at their January 19, 2023 meeting.

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2) Background:

Thousands of vehicles utilize the Tumwater Boulevard Interchange on Interstate 5 daily. The interchange is integral to the development of properties in the southwest area of the City. Previous study and pre-design efforts resulted in a reconstruction plan for the entire interchange. Due to scale and cost, the project has been split into three phases, with the first being a roundabout at the northbound on and off ramp. Staff applied for Transportation Improvement Board (TIB) grant funding for the first phase and the City was awarded \$2.25 million.

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3) Policy Support:

Goals & Priorities 2023-2024  
C. Create and Maintain a Transportation System Safe for All Modes of Travel

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4) Alternatives:

☐ Do not accept the grant.

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5) Fiscal Notes:

Total project cost is estimated to be \$6,250,000. The TIB award is for \$2,250,000, with the remaining costs being made up of Transportation CFP and developer mitigation.

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6) Attachments:

A. Fuel Tax Agreement



Washington State Transportation Improvement Board  
Fuel Tax Grant Agreement

8-5-196(019)-1

City of Tumwater  
8-5-196(019)-1  
Tumwater Boulevard  
NB I-5 On/Off Ramp Intersection

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Tumwater  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Tumwater Boulevard, NB I-5 On/Off Ramp Intersection (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tumwater, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

### 1.0 PURPOSE

For the project specified above, TIB shall pay 36.0000 percent of approved eligible project costs up to the amount of \$2,250,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

### 2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

### 3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

### 4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name





TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: February 7, 2023  
SUBJECT: Interlocal Agreement with the City of Olympia for Fire Training Center

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1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with the City of Olympia for use of the Mark Noble Regional Training Center

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2) Background:

Tumwater has contracted with Olympia for the past ten years for the use of the Mark Noble Regional Training Center. This is a state-of-the-art fire training facility with both residential and commercial fire training buildings with live-fire training capability. Use of the facility has increased hands-on training activities for TFD and has facilitated increased training with our area response partners, primarily Olympia FD and Lacey FD3. Training at the facility also provides for the ability for TFD staff to meet State mandated training requirements. This contract also provides for the Tumwater Police Department to use the training center buildings for law enforcement training (at no additional cost).

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3) Policy Support:

Strategic Priorities and Goals 2023 – 2024  
D. Provide and Sustain Quality Public Safety Services

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4) Alternatives:

☐ Do not authorize the Mayor to sign the agreement

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5) Fiscal Notes:

2023 increase of 5% to \$90,400. There was no increase in 2022.

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6) Attachments:

A. Interlocal Agreement with the City of Olympia for Fire Training Center

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER  
FOR  
TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE REGIONAL  
TRAINING CENTER**

**1.** This agreement for training services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (TUMWATER”).

**2. RECITALS.**

**2.1 Interlocal Cooperation.** RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

**2.2 Agreements Authorized.** Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

**2.4 Purpose.** The purpose of this Agreement is to provide detail of fire training, including consumables, to the Tumwater Fire Department (“TFD”) at OLYMPIA’s Mark Noble Regional Fire Training Center (“Training Center”) located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in this Agreement and any exhibits or attachments incorporated by reference.

**3. DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

**3.1 Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the Training Center, which includes but is not limited to, setting curricula, scheduling classes, conducting evaluations of the effectiveness of the training programs, selecting training personnel, and determining performance and participation standards.

**3.2 Training Officers:** Employees from the OFD, or other agencies, designated by the Director of Training to perform certain tasks.

3.3 **Instructors:** Employees from the OFD, or other agencies, designated by the Director of Training to train and instruct firefighters, firefighter paramedics, and fire officers of their own or another department/district.

#### 4. RESPONSIBILITIES OF TFD

4.1 **General.** In its use of the Training Center, TFD personnel shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix B.

4.2 **Annual Fee and Training Deliverables.** TFD shall pay to OFD a fee for nonexclusive access to and use of the Training Center (“Annual Fee”). The Annual Fee and list of training deliverables is set out in Appendix A to this Agreement. As noted in appendix A, the annual fee may be increased upon agreement of both parties for the 2023 to 2024 period to compensate for increased operating cost to OFD. In the event this Agreement is effective for portions of a year, the annual fee shall be pro-rated accordingly.

4.3 **Consumables.** TUMWATER shall pay a set fee to OLYMPIA for the use of standard consumables (“Consumables Fee”), above those defined in the list of deliverables. Consumables include items such as propane, smoke fluid, sheetrock, OSB, and similar supplies. The Consumables included in the contract are detailed in Appendix A.

4.4 **Method of Payment.** OFD will produce twice yearly billing statements on June 1 and December 1 that will include Annual and Consumables fees, as well as any additional costs provided for under this Agreement for TFD’s use of the Training Center. TFD agrees to remit payment to the OFD within thirty (30) days of receipt of the OFD’s invoice.

#### 5. POLICIES & PROCEDURES – COMPLIANCE WITH LAW

5.1 **Policies.** TFD shall comply with OFD’s Fire Training Center Rules & Regulations, Policies, and Procedures. These are subject to change at the discretion of OFD. Except when such advance notice is impractical or unreasonable, OFD shall give at least thirty (30) days’ advance posted written notice of any changes. Provided that, when training on or related to vehicles or equipment of TFD (e.g., water tender, crash rescue equipment), policies, procedures, or protocols of TFD shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law.** The Parties shall comply with all applicable federal, state, and local laws including, without limitation, all OLYMPIA codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

#### 6. INDEMNIFICATION

6.1 **Indemnification.** TUMWATER shall defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from and against any and all claims, suits,

actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of TFD's use of the Training Center or from any activity, work or thing done, permitted, or suffered by TFD in or about the Training Center, except only such injury or damage as is caused by the negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **No Indemnification for Joint TFD/OFD Training.** When OFD and TFD are training jointly at the Training Center, each party shall be responsible for its own defense of any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising out of such joint training.

6.4 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

## 7. INSURANCE

TUMWATER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Training Center.

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$ - 2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

## 9. **DISPUTE RESOLUTION**

9.1 **Informal.** The MNRFTC Director of Training, together with a TFD Chief, shall meet and attempt to resolve any matter of training, scheduling, personnel, financing, or any other dispute arising out of this Agreement. In the event that the parties fail to resolve the dispute, the Fire Chief of each Party shall meet and attempt to resolve any remaining issues. In the event the parties remain unable to reach agreement, the City Manager of the City of Olympia, who has ultimate authority over the Training Center and its activities, shall make a final decision on the dispute.

9.2 **Mediation.** Should TUMWATER disagree with the OLYMPIA City Manager's decision, TUMWATER may request mediation within thirty (30) days of the City Manager's decision. Upon agreement to mediate, the Parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

## 10. **GENERAL**

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **Captions.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

**OLYMPIA**

Attn: Fire Chief  
Re: Training Agreement with City of Tumwater  
PO Box 1967  
Olympia, WA 98507-1967

**TUMWATER**

Attn: Fire Chief  
Re: Training Agreement with City of Olympia  
555 Israel Rd. S.W.  
Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

10.11 **Entire Agreement.** This Agreement and Appendix A set forth all terms and conditions agreed upon by the OLYMPIA and TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

## **11. RECORDS**

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

11.3 **Training Records.** TFD shall be responsible for maintaining a contract with an agreed upon vendor in support of this Interlocal with City of Olympia.

## **12. DURATION OF AGREEMENT & TERMINATION**

12.1 **Effective Date.** This Agreement shall take effect on 1/1/2023 or the date of the last authorizing signature affixed and proper recording hereto.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement shall continue until December 31, 2024.

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) year, neither OLYMPIA nor TUMWATER will be obligated to continue the Agreement after the end of the current calendar year, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.



**13. AUTHORIZATION AND EXECUTION.** Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

**CITY OF OLYMPIA**

Approved as to Form:

\_\_\_\_\_  
Steven J. Burney, City Manager

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

Date:\_\_\_\_\_

**CITY OF TUMWATER**

Attest:

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Melody Valiant, City Clerk

Date:\_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Date:\_\_\_\_\_

## **APPENDIX A**

### **FUNDING, DELIVERABLES AND RESPONSIBILITIES**

**(1) Annual Fee:** TUMWATER shall pay to OLYMPIA a flat rate annual **\$90,400** fee for specific fire training as detailed, nonexclusive access to the Training Center property for fire training as outlined in this Agreement, and certain Consumables. Fee may be increased upon agreement of both parties for the 2023 to 2024 period to compensate for increased operating cost to OFD.

**(2) Scheduling:** TFD is responsible for coordinating scheduling with OFD, so as to avoid any scheduling conflicts with other training. After the training schedule is set by OFD, communication to TFD Members regarding schedules and training content is the responsibility of TFD.

**(3) Consumables:** TUMWATER shall pay to OLYMPIA for consumables above and beyond those described in Training Deliverables, below. The fee included in the annual fee includes items such as, propane, smoke fluid, sheetrock, and the first 90 sheets of OSB.

**(4) Training Deliverables:**

Completion of this training meets:

- Washington Administrative Code 296-305
- NFPA requirements of 1403 “Standards on Live Fire Training Evolutions”

**APPENDIX A (cont.)****Annually**

<b><i>Blue Card Command Training</i></b>		<b><i>Discretionary Training</i></b>			
<i>Required on-line course not included within this contract</i>	<i>Train all TFD Officers in initial BC Certification Program AND; provide monthly command sim-training at CTC (last Thursday of month)</i>			<i>TFD and/or OFD instruction plus TFD self-directed training (first 90 sheets of OSB included)</i>	<i>TFD shall have access to full MNRFTC campus (as available) no less than 150 hours annually</i>
		<b><i>Multi Company Operations Training</i></b>		<b><i>Search and Rescue/May Day Ops/Truck Co. Operations</i></b>	
<b><i>Live Fire Training</i></b>		<b><i>Fire Ground Survival</i></b>		<i>Direct Delivery (includes sheetrock for prop)</i>	
<i>Direct Delivery (includes propane, ntg, and smoke fluid)</i>	<i>Members engaged in firefighting duties certified bi-annually</i>		<i>Member engaged in firefighting certified bi-annually</i>	<i>Includes consumables as needed per discipline</i>	<i>TFD will be offered one slot for each of their three shifts at every CMT HOT event offered.</i>

**(5) TFD will ensure that:**

- Responsible TFD members will provide personnel training rosters to OFD with all required information, for entry into records management software by OFD in a timely manner.
- Responsibility of quality control within the records management site and entered/archived data pertaining to TFD members remains with the Tumwater Fire Department and TFD Designated Training Officer.
- Assure that TFD members adhere to the rules & regulations for use of premises. (Appendix B)

**(6) Attendance:**

- Attendance at scheduled training is required. Absences will be counted as training hours.
- City of Olympia will not be liable for any issues arising from TFD members not completing on-line or hands on assigned training.

## **APPENDIX A (cont.)**

### **(7) Specific Training/Curricula:**

- Live Fire Training – Blue Card Simulations, and “The Nozzle Forward”
- Fire Ground Survival – Joint IAFF & IAFC copyrighted program.
- Other (discretionary) curricula, as approved by the Director of Training.

### **(8) Operational Contacts for OLYMPIA (in order of authority):**

**1. Olympia Training Officer (Initial Contact)**

**2. Director of Training for MNRFTC**

**3. Olympia Fire Chief**

**4. Olympia City Manager (Highest Authority)**

## APPENDIX B

### CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES Version September 2019

#### General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props.
- **Training Organizations are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;**
- Training Organizations shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- **The Training Organization understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time and Training Organization will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.**
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

#### Rules specific to classroom use:

- Occupancy is limited to (per OFD TRAINING OFFICER)
- Food and beverages are allowed at the trainer's discretion

#### For rules specific to live fire training, see the document entitled,

STRUCTURAL FIRE TRAINER ACTION PLAN (issued at time of live fire training event).

***Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.***

#### Reservations & Fees:

- Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").
- TFD and OFD has agreed to allow Tumwater Police Department to utilize up to 36 hours of TFD's training time annually.

#### Cancellation:

- Should the Training Organization wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. The Training Organization recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should the Training Organization cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**

TO: City Council  
 FROM: Dan Smith, Water Resources & Sustainability Director  
 DATE: February 7, 2023  
 SUBJECT: Interlocal Agreement with the Washington Department of Transportation for Maintenance of Palermo Treatment Lagoon

---

1) Recommended Action:

Staff recommends Council approve and authorize the Mayor to sign Amendment No. 1 to the Interlocal Agreement between the City of Tumwater and the Washington Department of Transportation for the Maintenance of Palermo Treatment Lagoon, increasing reimbursement limit for the project.

---

2) Background:

The Palermo Treatment Lagoon serves to further treat surface waters impacted by contaminants associated with the “Palermo Superfund” site. Since the late 1990’s when contamination was discovered at the Palermo Wellfield through its Wellhead Protection Program, the City has cooperated with state and federal agencies to support clean-up efforts and protect drinking water. The City is responsible for routine maintenance within the Palermo neighborhood and has agreed to provide management of the lagoon maintenance, through the interlocal agreement being amended. Initial bid results suggest additional financial resources are necessary to complete the project due to inflation, limited vendors capable of completing the projects, and other increased costs for materials and labor. The WA Department of Transportation (WSDOT) is the primary responsible party for clean-up efforts, and has agreed to the increased reimbursement limit.

---

3) Policy Support:

- Be a leader in Environmental Sustainability.
- 

4) Alternatives:

- ☐ No alternatives identified; project is necessary to maintain treatment.
- 

5) Fiscal Notes:

The initial agreement provides for 100% reimbursement of third party costs for clean-up efforts, not expected to exceed \$100,000.00. Amendment No. 1 increases the reimbursement by \$75,000.00, for a new agreement threshold of \$175,000.00.

---

6) Attachments:

- A. Interlocal Agreement – Maintenance of Palermo Treatment Lagoon
- B. Amendment No. 1 – Interlocal Agreement of Palermo Treatment Lagoon

A

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF TUMWATER  
AND  
THE WASHINGTON DEPARTMENT OF TRANSPORTATION (GMB 1076)  
FOR MAINTENANCE OF THE PALERMO TREATMENT LAGOON**

THIS AGREEMENT is made and entered into by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Washington Department of Transportation, a governmental agency of the State of Washington ("WSDOT") individually the "Party" and collectively the "Parties."

WHEREAS, the CITY is responsible for routine maintenance of the Palermo Treatment Lagoon per the Cooperative Agreement and Scope of Work for the Palermo Wellfield Superfund Site Subdrain/Aeration Lagoon System ("Aeration Lagoon") dated December 16, 2002; and

WHEREAS, the WSDOT and the CITY acknowledge that the Work considered under this Agreement is not considered to be routine maintenance given the complexity, cost, and scope of the project; and

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties

NOW THEREFORE, pursuant to chapter 39.34 RCW the above recitals that are incorporated herein as if fully set forth below, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and WSDOT as follows:

**1. Purpose/Objective**

The purpose of this Agreement is to allow the CITY, through its Water Resources & Sustainability Department, to provide and solicit services to restore the aeration lagoon to its original designed condition through the dredging, removal and disposal of accumulated sediments, as identified in Exhibit A, Scope of Services and herein after referred to as Work. The CITY does not have sufficient resources to provide such services and desires to have such services performed by a third-party vendor, to be paid for by WSDOT.

**2. Scope of Agreement**

**A. Responsibilities of CITY shall be as follows:**

1. Project Management: CITY shall provide sufficient resources to effectively implement, maintain, and oversee the project as described in Exhibit A.
2. Vendor Contracts: CITY shall manage all third-party vendors in support of the Agreement. CITY shall provide WSDOT thirty (30) days' notice prior to Work being

performed and shall provide all documentation as requested by WSDOT regarding the execution of this project.

3. Permitting: CITY shall prepare and submit all necessary permit applications.
4. Maintenance and Repair Limitations: CITY agrees to attempt to complete all maintenance and repair request within the time WSDOT requests or has scheduled with CITY. WSDOT is aware that there may be times when CITY cannot meet the desired timeline.
5. Hours of Work: CITY's normal working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

**B. Responsibilities of WSDOT shall be as follows:**

1. Notification of Repair and/or Maintenance: WSDOT agrees to notify CITY via CITY designated contacts below when the Aeration Lagoon needs repair and/or maintenance
2. Water and Sediment Quality Assessment: Prior to any requested maintenance Work on the Aeration Lagoon, WSDOT agrees to analyze the treatment lagoon sediment to determine public health and disposal needs.
3. Funding: WSDOT shall pay for all permit fees and third party dredging and disposal costs, as invoiced by CITY.
4. WSDOT may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by WSDOT. All contact between said inspector and the CITY's contractor shall be through the CITY's representative.

**3. Payment (Funding/Costs/etc.)**

WSDOT, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the actual direct and related indirect costs of the Work. The parties have estimated that the cost of accomplishing the Work herein will not exceed \$100,000. Payment for satisfactory performance of the Work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any Work that will cause the maximum payment to be exceeded. Costs shall include, but not be limited to the following:

- A. CITY will provide labor and other CITY resources necessary to manage and oversee the project.
- B. WSDOT will pay all permit fees and third-party invoices for the removal and disposal of sediments.

**4. Method of Payment**

- A. CITY will submit a monthly itemized invoice to WSDOT for third-party services related to the Work defined in Exhibit A as provided under this Agreement.
- B. WSDOT will make payment to the CITY within thirty (30) days of receipt of an invoice.

**5. Amendments**

Either Party to this Agreement may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both Parties prior to implementation. Any amendments to



this Agreement shall be made in writing and shall be presented to each Party's designated contract authority for approval and signature prior to implementation.

## **6. Indemnification**

6.1 To the extent permitted under the law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

6.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6.3 This indemnification and waiver will survive the termination of this Agreement.

## **7. Insurance**

The CITY shall maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the City or its employees. Before beginning the Work described in this Agreement, the City and its selected contractor shall provide proof of coverage to WSDOT that includes:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and aggregate.
- C. Excess Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and aggregate.

## **8. Duration of Agreement**

This Agreement for maintenance of the Palermo Treatment Lagoon is hereby entered into between the City of Tumwater and the Washington Department of Transportation and shall take effect on the date of the last authorizing signature affixed hereto. This Agreement shall be effective until December 31, 2023, unless otherwise terminated in the manner described under the Termination of Agreement section.

## **9. Termination of Agreement**

Should either Party choose to terminate this Agreement, the Party desiring to terminate the Agreement must provide a thirty (30) day advance written notice to the other Party, unless otherwise set forth in this Agreement.

**10. Notice of Default**

In the event WSDOT is dissatisfied with the CITY's performance of its responsibilities under this Agreement, WSDOT shall provide CITY with a written notice of dissatisfaction that specifically identifies the details of the CITY's alleged performance deficiencies. CITY shall have ninety (90) days from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event WSDOT remains dissatisfied at the end of the ninety (90) day period, WSDOT may terminate the Agreement by providing CITY with an additional ninety (90) days written notice.

**11. Dispute Resolution**

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The designated representative in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. They shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. They shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing, with email being acceptable of any dispute or issue that they believe may require formal resolution contained herein. They shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the CITY and WSDOT's respective designees, cannot resolve the dispute or issue, the CITY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

**12. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought only in the Superior Court of Thurston County, Washington.

**13. Independent Capacity**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

**14. Legal Relations**

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

**15. Waiver**

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

**16. Severability**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**17. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the City and WSDOT and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**18. Filing**

Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

**19. Notice**

Any notice required under this Agreement shall be provided in writing, with email being acceptable to the Party at the address listed below. The contacts below for each Party are the Agreement representatives.

**CITY OF TUMWATER**

Dan Smith, Director  
Water Resources & Sustainability Department  
555 Israel Road SW  
Tumwater, WA 98501

**WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION**

Norm Payton, Environmental Policy Manager  
Maintenance Operations Division  
310 Maple Park Ave SE  
Olympia, WA 98501  
Phone: 360-705-7848  
Email: [paytonn@wsdot.wa.gov](mailto:paytonn@wsdot.wa.gov)

**20. Records and Audit**

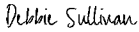
All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the CITY and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

**21. Counterparts and Electronic Signature**

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

## CITY OF TUMWATER

DocuSigned by:



Debbie Sullivan, Mayor

Dated: 6/23/2022

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

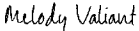
DocuSigned by:

Pasco Bakotich III, State Maintenance  
Engineer

Dated: 6/21/2022

## ATTEST:

DocuSigned by:



Melody Valiant, City Clerk

## APPROVED AS TO FORM:

DocuSigned by:



Karen Kirkpatrick, City Attorney

APPROVED AS TO FORM on Behalf of  
WSDOT:

Assistant Attorney General

## EXHIBIT A: SCOPE OF SERVICES

### PROJECT BACKGROUND:

The U.S. Environmental Protection Agency constructed the Palermo Aeration Lagoon as one component of the remedy selected for the Palermo Wellfield Superfund Site to remediate tetrachloroethylene and trichloroethylene in the ground water supply. Periodic maintenance of the lagoon is required to keep the system functioning properly. This scope of work is intended to help guide the contractor through bidding and execution of the project. The accompanying diagrams are profiles of the lagoon to aid in estimating the volume of sediment to be removed.

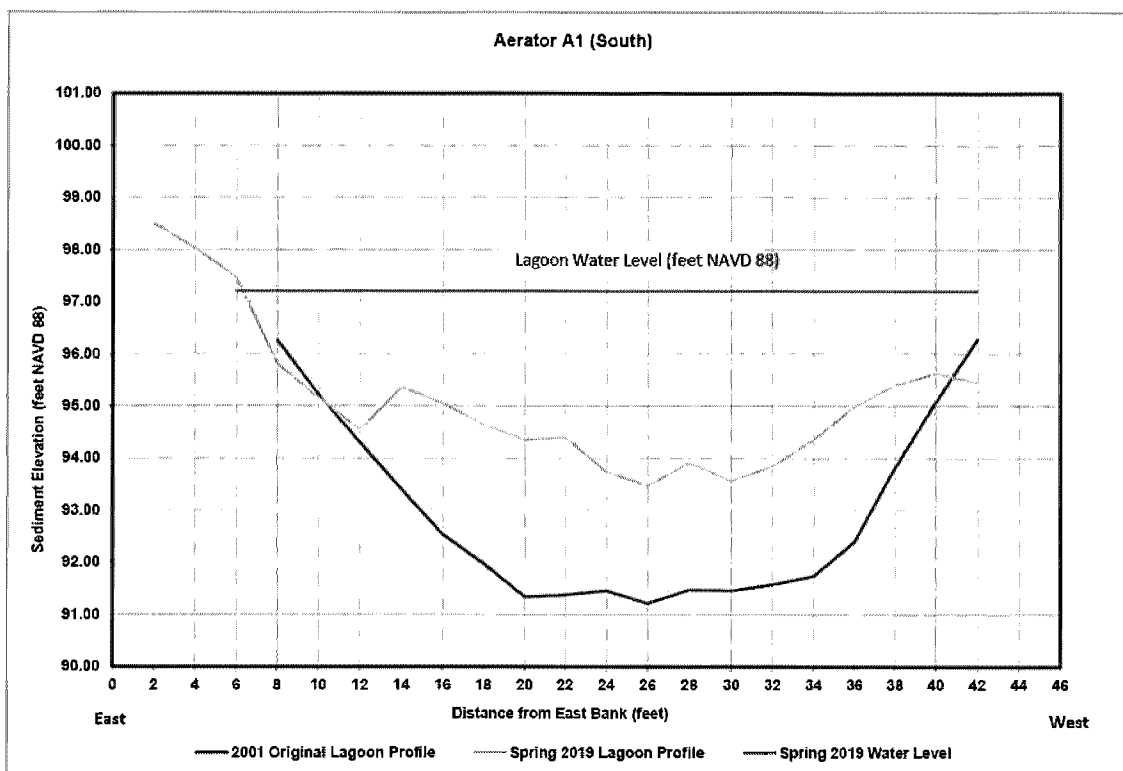


**Figure 1: Aeration Lagoon Project Area**

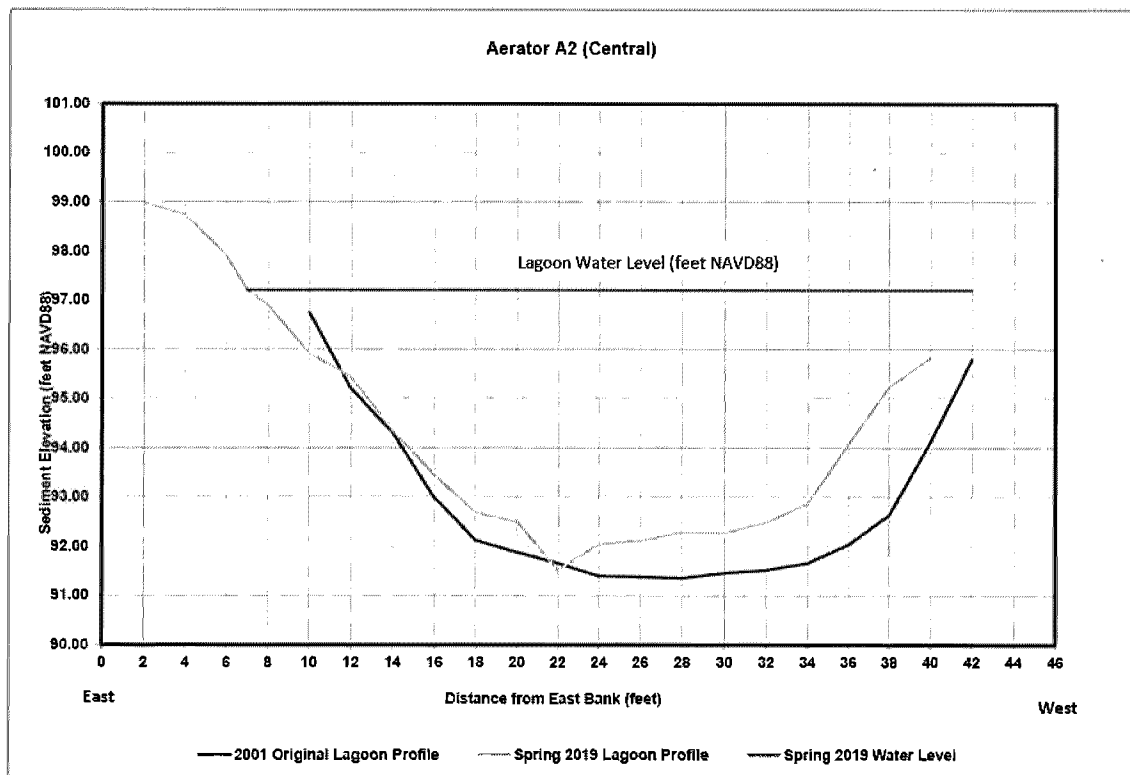
The aeration lagoon is located at the end of M Street SW in Tumwater, WA, on the west side of parcel No. 09470051000.

### SCOPE OF SERVICES TO BE PROVIDED BY CITY

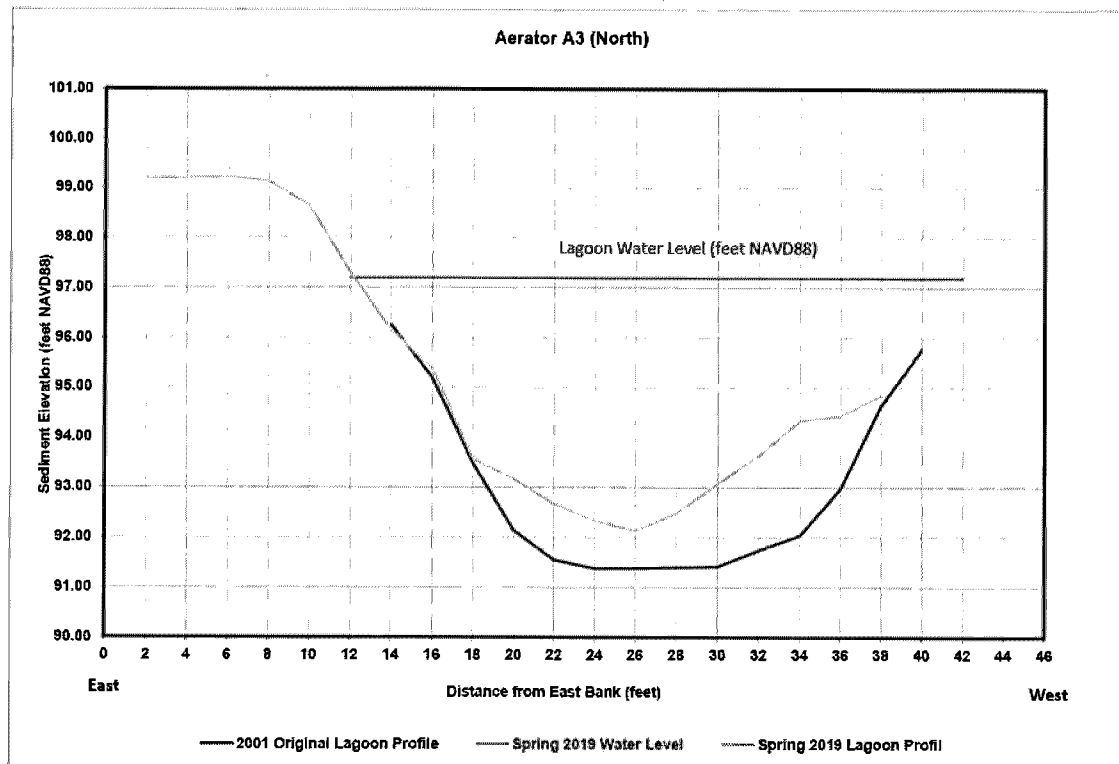
Task 1	Permitting: City shall coordinate with contractor to secure all required permits, including but not limited to, Hydraulics Projects Approval and SEPA Checklist
Task 2	Contractor Acquisition & Management: City will solicit and hire an appropriate contractor to assist with the execution of the project. Anticipated deliverables include: <ul style="list-style-type: none"> <li>• Health and Safety Plan</li> <li>• Construction Site Work Plan <ul style="list-style-type: none"> <li>○ Construction Procedures</li> <li>○ Environmental Protection Procedures</li> </ul> </li> <li>• Fish Protection and Relocation Plan</li> <li>• Water Quality Monitoring Plan</li> <li>• Sediment Disposal Plan</li> </ul>
Task 3	Dredge aeration lagoon: City will work with contractor to restore aeration lagoon profiles to the 2001 original profile as noted in figures 2- through 4, below. City will also work with contractor to reestablish the staff gauge in the lagoon at the correct depth, if needed.
Task 4	Dispose of sediment properly: City will dewater the dredged sediment, and ensure all sediments removed from aeration lagoon are properly disposed.
Task 5	Project Summary Report: City will prepare a project summary report for WSDOT detailing key project elements and demonstrating compliance with US EPA requirements for maintenance.



**Figure 2: South transect of aeration lagoon.**



**Figure 3: Central transect of aeration lagoon.**



**FIRST AMENDMENT  
TO  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF TUMWATER  
AND  
THE WASHINGTON DEPARTMENT OF TRANSPORTATION (GMB 1076)  
FOR MAINTENANCE OF THE PALERMO TREATMENT LAGOON**

This First Amendment ("Amendment"), dated effective this \_\_\_\_ day of \_\_\_\_\_, 2023, is made and entered into by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Washington Department of Transportation, a governmental agency of the State of Washington ("WSDOT") individually the "Party" and collectively the "Parties."

- A. The Parties entered into Interlocal Agreement dated effective June 23, 2022.
- B. Section 5 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.
- C. The Parties desire to amend Section 3 of the Agreement to increase funding for the Work performed by the CITY.

NOW THEREFORE, pursuant to chapter 39.34 RCW the above recitals are incorporated herein as if fully set forth below, and in consideration of the mutual terms, provisions, and obligations contained herein, the Parties agree as follows:

- 1. Section 3 Payment (Funding/Costs/etc.) is hereby replaced in its entirety with the following:

WSDOT, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the actual direct and related indirect costs of the Work. The parties have estimated that the cost of accomplishing the Work herein will not exceed \$175,000. Payment for satisfactory performance of the Work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any Work that will cause the maximum payment to be exceeded. Costs shall include, but not be limited to the following"

- A. CITY will provide labor and other CITY resources necessary to manage and oversee the project.
  - B. WSDOT will pay all permit fees and third-party invoices for the removal and disposal of sediments. Costs subject to reimbursement shall include, but not be limited to, all permit fees and third-party invoices for the removal and disposal of sediments.
- 2. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

*Signatures of following page*



CITY OF TUMWATER:

555 Israel Road SW  
Tumwater, WA 98501

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

WASHINGTON STATE

DEPARTMENT OF TRANSPORTATION:

310 Maple Park Ave SE  
Olympia, WA 98501

\_\_\_\_\_  
Signature  
Printed Name: Pasco Bakotich III  
Title: State Maintenance Engineer

TO: City Council  
FROM: Hanna Miles, Executive Assistant/Deputy City Clerk  
DATE: February 7, 2023  
SUBJECT: Reappointment of Brent Chapman and Michael Jackson to the Tree Board

---

1) Recommended Action:

Confirm the Mayor's reappointment of Brent Chapman and Michael Jackson to the Tree Board for an additional 3-year term.

---

2) Background:

Brent Chapman and Michael Jackson have contributed their time and expertise to the Tree Board and have volunteered to serve an additional term. Upon Council confirmation, the new 3-year term will expire March 1, 2026.

---

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses and community organizations.

---

4) Alternatives:

- ☐ Confirm some of the reappointments
  - ☐ Do not confirm the reappointments
- 

5) Fiscal Notes:

There is no fiscal impact associated with this action.

---

6) Attachments:

A. Applications and supplemental information of volunteers

CITY OF TUMWATER

A

FEB 23 2015

EXECUTIVE DEPARTMENT

## APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests. Thank you!

Name:

*Dr Brent Chapman*

Address:

Telephone:

Date:

*2-20-15*

Email:

BOARD, COMMITTEE OR COMMISSION*Tree Board*PREFERENCE  
NUMBER:

February 21, 2015

Mayor Peter Kmet  
Tumwater City Hall  
555 Israel Road SW  
Tumwater, WA 98501

Dear Mayor Kmet:

I am writing to apply for a professional position on the City of Tumwater Tree Board. I served on this Tree Board for several years in the mid 2000s, including as its chair for a couple of years. I resigned due to increased family and work obligations. Now, a few years later, I find that I have a bit more free time. My passion for trees and community engagement has not waned, however. The City of Tumwater has made tremendous strides over the past several years in city and street beautification and functionality. I know there continue to be challenges and great opportunities for Urban Forestry in Tumwater. I feel that my academic studies in environmental horticulture, many years of training future horticulturists and extensive community engagement in public gardens, community food gardens and urban forestry provide me with many insights that would be useful on a Tree Advisory Board. I am currently the horticulturist for the State of Washington Capitol Campus. My areas of responsibility include the Labor and Industries Building in Tumwater.

Thank you very much for your consideration of this application to serve as a professional member of the City of Tumwater Tree Board.

Sincerely,

*Dr. Brent Chapman*

Dr. Brent Chapman

## DR. BRENT M. CHAPMAN

### City of Tumwater Tree Board

#### CORE COMPETENCIES

20 years of community college teaching with superior student evaluations	Development and teaching of 7 plant science courses and 15 horticulture courses	60 graduate semester credits in botany and advanced research
Teaching of the Scientific Method	Program Management	Community Engagement
Student Club Advising	Student Learning Assessment	Academic Advising

#### EDUCATION AND CREDENTIALS

WELA (Washington Executive Leadership Academy)	♦ 2011
Ph.D. in Environmental Horticulture ♦ University of Florida, Gainesville, Florida (minor in botany)	♦ 1997
M.S. in Horticulture ♦ Virginia Tech, Blacksburg, Virginia	♦ 1987
B.S. in Horticulture ♦ University of Illinois, Champaign-Urbana, Illinois	♦ 1984
Transfer – General Education ♦ Kankakee Community College, Kankakee, Illinois	♦ 1982

#### PROFESSIONAL ASSOCIATIONS/BOARDS

Northwest Commission on Colleges and Universities – Past Evaluator  
 Former Member of Tumwater Tree Board (Chair -2006)  
 The Chase Garden, a Garden Conservancy project – Board Member  
 St. Mark Community Garden – Founding Chair



## PROFESSIONAL EXPERIENCE

SOUTH PUGET SOUND COMMUNITY COLLEGE, Olympia, Washington

**Horticulture Technology Professor**

7/2013-present

*Teach six courses, assist with college-wide accreditation report and conduct program review.*

**Dean of Applied Technology Division**

9/2008-6/2013

*Provided leadership for 80 faculty and staff within a division that housed 11 professional-technical programs and operated with a \$2.6 million budget. Obtained grants for equipment acquisition and program development.*

**Interim Dean of Natural Sciences Division**

9/2007-8/2008

*Provided leadership for 45 faculty and staff within a division that housed the developmental and college level mathematics, biology, chemistry, geology, oceanography, nutrition and horticulture programs.*

**Lead Professor and Program Manager for Horticulture Technology**

9/1995-6/2007

*Taught nine courses per year and provided program-level administrative duties.*

LAKE CITY COMMUNITY COLLEGE, Lake City, Florida

**Professor for Landscape Technology**

8/1987-5/1995

*Taught six courses per year and supervised program internships.*

## BOTANY/RESEARCH COURSES COMPLETED

College/University	Course	Credits (semester)	Grade
Kankakee Community College	General Botany	4	A
Virginia Tech (MS)	Plant Physiology	3	A
	Plant Metabolism	3	B+
	Tree Physiology	3	Audit
University of Florida (Ph.D.)	Local Flora	3	A
	Independent Studies in Botany	3	A
	Plant Nutrition	2	A
	Genetics	3	A
	Plant Disease Diagnosis	2	A
	Plant Anatomy	4	A
	Taxonomy of Vascular Plants	4	A
	Physiological Plant Ecology	4	A
	Plant Geography	2	A
	Contemporary Issues in Science	1	A
	Graduate Research	23	S
		<b>64</b>	

## BOTANY CONCEPTS TAUGHT

Concepts	Courses Concepts Taught In
general botany	all courses taught
plant taxonomy	6 plant identification courses
plant morphology/anatomy	6 plant identification courses pruning course
local flora plant geography enthobotany	6 plant identification courses integrated pest management course
plant ecology plant geography enthobotany	basic and advanced landscape design courses integrated pest management course
plant physiology/metabolism	2 plant production courses pruning course landscape maintenance course turfgrass management course integrated pest management course
plant nutrition	soils and plant nutrition course 2 plant production courses turfgrass management course

ROAD S.W.  
TUMWATER, WA 98501

06/754-5855  
INFORMATION

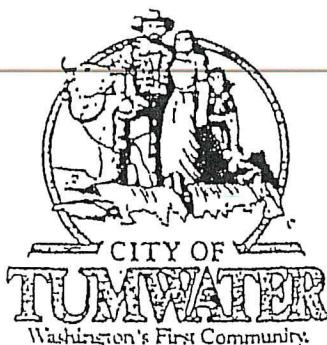
06/754-4126  
ACCOUNTS

06/754-4121  
CITY COUNCIL  
CITY ADMINISTRATOR

06/754-4121  
CITY ATTORNEY  
HUMAN RESOURCES

06/754-4130  
FINANCE DEPARTMENT  
BUSINESS LICENSES

06/754-4133  
UTILITIES



20  
EN  
2  
PUBLIC WORK  
OPERATION  
MAINTENANCE  
206/754-416  
COMMUNITY DEVELOPMENT  
PLANNING  
PARKS & RECREATION  
BUILDING & GROUND  
206/754-418  
DEVELOPMENT SERVICE  
ZONING  
INSPECTION  
DEVELOPMENT ENGINEERING  
206/754-417  
FIRE DEPARTMENT  
206/754-419  
MUNICIPAL COURT  
206/754-420  
POLICE DEPARTMENT

February 23, 1996

Michael Jackson

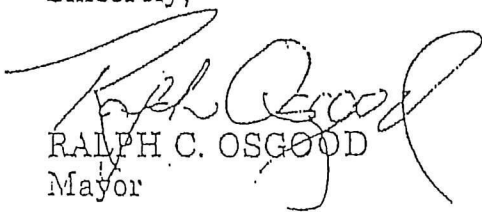
Dear Mr. Jackson:

I am pleased to appoint you to the City of Tumwater's Tree Board. Your term will be for 3 years. This board will have the important task of making recommendations to the City Council on a number of tree related topics, including drafting and periodically revising a comprehensive tree plan, revising the tree protection ordinance as necessary, and other tasks as assigned by the City Council regarding the urban forest in Tumwater. For your information, I have attached a list of committee members. Michael Matlock and Tom Mark from the Tumwater Policy and Planning Department will be the primary staff people working with you on this project.

You will be contacted soon by City staff to determine the most convenient meeting times for committee members. Tumwater City Hall is available as a meeting location. While the board may set its own meeting schedule, it is expected that meetings would take place approximately once per month.

Thank you for your willingness to contribute your valuable time and ideas to this board. I look forward to the board's recommendations. If you have any questions, please feel free to call Michael Matlock at 754-4160.

Sincerely,

  
RALPH C. OSGOOD  
Mayor

c: Michael Matlock  
Tom Mark



## TREE BOARD CANDIDATES

1. Galen Wright Certified Arborist, Certified Forester
2. Michael Jackson Professional Forester
3. Joel Ross Local Developer
4. Frank Chestnut Citizen, active with ZORC
5. Paul Marchant Interested Citizen
6. Josie Young Interested Citizen
7. Cheryl - Lee Alvarez Interested Citizen

TO: City Council  
 FROM: Stan Osborn, Parks and Facilities Manager  
 DATE: February 7, 2023  
 SUBJECT: Resolution No. R2023-005, Brewmaster's House Emergency Repair and Restoration

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1) Recommended Action:

Adopt Resolution No. R2023-005, finding the existence of an emergency and ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements for Brewmaster's House Repair and Restoration.

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2) Background:

On January 21, 2023, the Brewmaster's House/Museum was the target of arson and sustained damage to the exterior, interior and some contents within the house. The Brewmaster's House, listed on the Tumwater Register of Historic Places and the National Register as part of the Tumwater Historic District, acts as a museum and archive for many irreplaceable historic Tumwater photographs, paperwork, and memorabilia.

The Declaration of Emergency signed by the Mayor on January 31, 2023, allows staff to immediately contract for the necessary repair and restoration services. Securing the property and repairing the house immediately is necessary to curtail further damage. RCW 39.04.280 and the Tumwater Purchasing Manual require the Council to making findings of the existence of an emergency within two weeks of awarding contracts under the emergency purchasing exemption. This resolution finds the existence of an emergency. Ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements allows staff to act quickly to enable a greater chance of renovation success.

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3) Policy Support:

RCW 39.04.280 and Sections 2.7.5 and 3.5.5 of the Tumwater Purchasing Manual provides for an emergency exemption to competitive bidding requirements for public works; and the Brewmaster's House is a historic building and as such requires special care in its repair and restoration.

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4) Alternatives:

- ☐ Adopt Resolution No. R2023-005, Brewmaster's House Emergency Repair and Restoration
  - ☐ Do not adopt Resolution No. R2023-005, Brewmaster's House Emergency Repair and Restoration
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5) Fiscal Notes:

The City will work through Washington Cities Insurance Authority (WCIA) for insurance coverage and with the state Department of Archaeology & Historic Preservation (DAHP) for restoration and repair consultation.

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6) Attachments:

A. Resolution No. R2023-005, Brewmaster's House Emergency Repair and Restoration

## RESOLUTION NO. R2023-005

**A RESOLUTION** of the City Council of the City of Tumwater, Washington finding the existence of an emergency and ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements for Brewmaster's House Repair and Restoration.

**WHEREAS**, the Mayor signed an Emergency Declaration and Waiver of Competitive Bidding Requirements for Brewmaster's House Repair and Restoration; and

**WHEREAS**, the Brewmaster's House was the target of an arson fire on Saturday, January 21, 2023, and now requires extensive repair and restoration as a result of the physical damage to all floors from fire, smoke, and firefighters' tools used in gaining entry; and

**WHEREAS**, the Brewmaster's House is a historic building and as such requires special care in its repair and restoration; and

**WHEREAS**, the repair and restoration work must commence immediately. The longer the work is delayed, the more extensive the damage will become. The longer the building remains unsecured, the greater the safety risk to the public; and

**WHEREAS**, the fire was an unforeseen circumstances beyond the control of the City, and the fire and smoke damage to the Brewmaster's House presents a real, immediate threat to the structure and contents of the building and is likely to result in further irreversible material loss and damage to the property if immediate action is not taken to repair and restore the building and its contents; and

**WHEREAS**, RCW 39.04.280 and Sections 2.7.5 and 3.5.5 of the Tumwater Purchasing Manual provide for an emergency exemption to competitive bidding requirements for public works.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1.** The City Council of the City of Tumwater finds, due to the arson at the Brewmaster's House on January 21, 2023, and for all reasons stated in the Emergency Declaration and Waiver of Competitive Bidding Requirements for Brewmaster's House Repair and Restoration signed by the Mayor on January 31, 2023, an emergency exists requiring waiver of competitive bidding requirements for the repair and restoration of the Brewmaster's House.

**Section 2.** The City Administrator is authorized to take such measures as are necessary to expedite and enter into contracts for the repair and restoration of the Brewmaster's House without the necessity of following the competitive bidding requirements set forth in the City's Purchasing Manual.

**Section 3. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 4. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney