



**CITY COUNCIL
SPECIAL MEETING
MEETING AGENDA**

Online via Zoom

**Tuesday, March 22, 2022
5:30 PM**

1. Call to Order
2. Roll Call
- [3.](#) Police Guild Three Year Contract Approval Request (James Trujillo)
- [4.](#) Community Development Block Grant (CDBG) Funding (John Doan)
5. Adjourn

**TUMWATER CITY COUNCIL
WORKSESSION**

Immediately following the special meeting

1. Call to Order
2. Roll Call
- [3.](#) Tumwater Housing Action Plan – Potential Measures for Addressing Tenant Protections (Brad Medrud)
4. Adjourn

Remote Meeting Information

To comply with Governor Inslee's Proclamation 20-28, the City of Tumwater meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

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<https://us02web.zoom.us/j/84512964456?pwd=QkV1aV1bVR5ZFVpVIU1MGM1amNLdz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 845 1296 4456 and Passcode 855220.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an

accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

TO: City Council
FROM: James Trujillo, Administrative Services Director
DATE: March 22, 2022
SUBJECT: Police Guild Three Year Contract Approval Request

1) Recommended Action:

Accept the Police Guild three year contract as provided by staff.

2) Background:

The City recently completed negotiations with the Police Guild and settled on a three year contract that will cover 2021, 2022 and 2023.

3) Policy Support:

Per Tumwater Municipal Code the Council approves contracts including bargained contracts with unionized personnel.

4) Alternatives:

- ☐ Approve the contract
 - ☐ Reject the contract
-

5) Fiscal Notes:

The City estimates the final potential cost of the three year contract to be \$911,184 over the three year term. Salary increases for 2021 and 2022 are set and 2023 is variable based on Seattle-Tacoma-Bellevue CPIU. Areas of increases include salaries, longevity pay and specialty pay, all of which were heavily influenced by the significant inflationary pressures currently in play. The City of Tumwater is extremely competitive as compared to comparable cities and this package should positively impact both retention and recruitment.

6) Attachments:

- A. Final bargained contract agreement

AGREEMENT BETWEEN
THE CITY OF TUMWATER
AND
THE TUMWATER POLICE OFFICERS GUILD

PREAMBLE

This Agreement is between the City of Tumwater, Washington (hereinafter referred to as the "Employer" or "City") and the Tumwater Police Guild (hereinafter referred to as the "Guild") for the purpose of setting forth the mutual understandings of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized the Guild as the exclusive bargaining representative. (Such employees are hereinafter referred to as "employees.") All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 1 - RECOGNITION

The City recognizes the Guild as the exclusive bargaining agent for all full-time and/or part-time (employees compensated for 20 hours or more per week) commissioned officers employed in regular positions in the Tumwater Police Department.

The City also recognizes the Guild as the exclusive bargaining agent for all full-time and/or part-time (employees compensated for 20 hours or more per week) commissioned sergeants and lieutenants employed in regular positions in the Tumwater Police Department.

The officer bargaining unit and the supervisory unit comprising sergeants and lieutenants are two separate bargaining units recognized and certified as such by the Public Employment Relations Commission but in the interests of efficiency, the parties to this agreement have decided to draft one contract to govern terms and conditions of employment for both bargaining units.

ARTICLE 2 - MANAGEMENT RIGHTS

Section A. Management Rights. It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission and/or goals assigned to the Department, and that all Employer rights not modified by the Agreement repose in the City. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to the following:

1. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
2. To manage and direct the employees of the City.
3. To hire, promote, transfer, assign, train, evaluate or retain employees in positions within the City.
4. To establish work rules and rules of conduct.
5. To suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause.
6. To determine the size and composition of the work force and to lay off employees, with at least thirty (30) days' notice to the impacted employees, in the event of lack of work or funds.
7. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission.

The parties agree that the above statement of management rights is for illustrative purpose only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.

ARTICLE 3 - COMPLETE AGREEMENT/PAST PRACTICE

Section A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Guild have met in full and free discussion concerning matters in employment relations. This contract incorporates the sole and complete Agreement between the City and the Guild resulting from these negotiations.

Section B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretive decisions, which may evolve pursuant to the proper exercise of authority given by the law or this Agreement. The Employer is not limited, confined, or restricted by past practice,

rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Department.

However, this article shall not be interpreted to restrict the Guild's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

In the case of disagreement between the parties, the Public Employment Relations Commission (PERC) shall make the decision under this subsection as to whether the City is compelled to negotiate under State law.

ARTICLE 4 - MAINTENANCE OF STANDARDS

The City agrees that all written conditions of employment contained in this Agreement in its individual operation relating to wages, hours of work, overtime, general working conditions, benefits, and job security provisions shall be maintained at no less than the standards in effect at the time of the signing of this Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS

Section A. Negotiations. The composition of the Guild's negotiating team shall be determined by the Guild. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Guild's negotiating team. The City will not require a Guild negotiating team member to use leave if the meeting occurs while that person is on duty provided there is no additional cost to the City, unless mutually agreed otherwise. The Guild acknowledges that conflicts between negotiating meetings and response to calls for service while on duty will be resolved by proper performance of Police duties.

Section B. Guild Business. The Guild agrees that members of the Guild selected to serve as official representatives will be certified as such in writing to the City Administration. The Guild agrees that Guild business shall not interfere with the operations of the Department or the Police duties.

Section C. Right of Access. Subject to the due process provisions of this Agreement, Guild representatives and agents of the Guild shall have the right to reasonable access to the Police Department for the purpose of investigating grievances, and other business related to the representation of employees for the purpose of employment relations.

Guild representatives and agents of the Guild shall not unreasonably interfere with the employee's work. This Article is not intended to be used for membership drives or recruiting new members.

Section D. Guild Meetings. Guild members who are on duty shall be allowed to attend guild meetings so long as calls for service are answered without delay and according to the usual protocols. Attendance at Guild meetings, while on duty, shall be limited to a maximum of one and one-half (1.5) hours.

Section E. Guild Bulletin Board Space. The City shall provide a bulletin board space for Guild use. All materials posted thereon shall be the responsibility of the Guild. Posted materials shall relate only to Guild meetings, elections, social events, and reports of committees and the listing of Guild officers. No material posted shall reflect derogatorily upon employees of the City. Posting of materials by the Guild on any other City property shall be prohibited unless approved by the chief.

ARTICLE 6 - CITY AND GUILD COOPERATION

Section A. No Strike Provision. The Guild recognizes the detriment and disservice caused the citizens for which they serve by striking or any other job action and agrees that during the life of the Agreement, neither the Guild or its members shall engage in, initiate, sponsor or direct a strike, secondary boycott, picket, "blue flu," work slowdown, work stoppage, or work speedup for any purpose.

Section B. Picket Lines. The Guild and its members while acting in the course of their employment shall not honor any picket line.

Section C. Guild Cooperation and Control. In the event of a violation of this Article and notification of such by the City, the Guild shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Article and that they are to return to normal service immediately. The Guild shall take other affirmative steps, as required in good faith cooperation with the chief, to bring about a stoppage of such violation. The chief shall have the right to discipline any member of the Guild found in violation of this Article, including discharge, and such discipline shall not preclude or restrict the City's recourse to any other available remedies including an action for injunction or damages.

Section D. No Lock-Out Provisions. There will be no lock-out of employees in the unit by the City as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 7 – DISCRIMINATION

Section A. Guild Activity. No members shall be discriminated against for Guild activities.

Section B. Equality. To promote and foster a diverse workforce with equitable working conditions, the parties agree that the provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to

race, religion, creed, color, national origin, sex, disability, sexual orientation, age or other basis prohibited by state or federal law.

Section C. Compliance with the ADA. The parties agree that the employer may take all reasonable actions to comply with the American with Disabilities Act subject to the terms of this agreement and the statutory duty to bargain.

ARTICLE 8 - SETTLEMENT OF DISPUTES

Section A. Definitions. For the purpose of the Agreement the term "grievance" is defined as an interpretation or application of the articles in this Agreement.

Section B. The parties agree to make every effort to resolve issues informally. If no satisfactory settlement is reached, the following procedure shall apply:

- Step 1. The grievance shall be reduced to written form by the Guild or the aggrieved employee stating the section of the Agreement violated and explaining the grievance in detail. The written grievance shall be presented to the chief within fourteen (14) days from the date the alleged contract violation occurred. The chief or their designee shall convene a meeting, within seven (7) days after the receipt of the written grievance, between the employee, Guild representative and any other appropriate City officials. Seven (7) days after such meeting, the chief or designee shall transmit a copy of their written decision to the aggrieved employee and guild representative.
- Step 2. If no satisfactory settlement is reached upon the conclusion of Step 1, the written grievance shall be transmitted by the grievant to the City Administrator or their designee within fourteen (14) days after the Step 1 decision has been received by the grievant. The City Administrator or designee shall convene a meeting within seven (7) days of receipt of the written grievance from the grievant. Not more than seven (7) days after the conclusion of this meeting, the City Administrator or designee shall transmit a copy of their decision to the grievant and Guild.
- Step 3. The Guild may request arbitration in writing to the City Administrator within forty-five (45) days after receipt of the Step 2 decision.

Non-disciplinary Arbitration shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service, or if agreed upon by the parties, Public Employees Relations Commission (PERC). Arbitrators for discipline grievances shall be selected in accordance with state law. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The

arbitrator shall confine inquiry and decision to the specific area of the contract as cited in the grievance form. Contract interpretation grievances involving claims for compensation shall be limited to thirty (30) days of back pay from the date the grievance was filed. Hearings shall be completed within 120 days from the selection of the arbitrator except in the case of extenuating circumstances. Briefs, if any, shall be filed within thirty (30) days for the completion of the record, which may be extended by mutual agreement. Arbitration decisions shall be issued within thirty (30) days following the filing of briefs or completion of the record, whichever occurs last.

The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision.

Each party shall bear its own costs of arbitration, including attorneys' fees, except that the fees and charges of the arbitrator shall be shared equally by the parties.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section A. Employee Discipline and Discharge. Discharge and discipline of employees shall be based on the standard of just cause.

Disciplinary and discharge matters may be advanced through the grievance arbitration process as outlined in this Agreement or through the steps established in the Tumwater civil service rules to the final step, which is a public hearing before the Tumwater Civil Service Commission. The choice between a hearing before the Commission and arbitration must be made by the Guild, in writing, prior to requesting arbitration. The decision of the Guild to seek arbitration in lieu of a hearing before the Commission is irrevocable and exclusive. In no case will a disciplinary matter be subject to both a public hearing before the Commission and arbitration.

Section B. Civil Service Rules Changes. The City will not propose any rule changes to the Civil Service Commission without first providing an opportunity for discussion with the Guild.

ARTICLE 10 - PERSONNEL FILE

Section A. Personnel File. The City shall maintain a personnel file for each employee. This file shall contain all of the employee's permanent records, including, but not limited to, civil service documentation relative to the employee, performance evaluations, payroll records and other official records. This personnel file shall be

maintained by the City's Human Resources Division. The City may also maintain a Departmental personnel file for an employee which could include documentation deemed appropriate by the chief, including, but not limited to, discipline, commendations, performance evaluations, and other official records.

Section B. Inspection of the File. An employee may inspect the contents of his/her personnel files, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all files pertaining to the employee, except confidential reports from previous employers.

Section C. Rebuttal Material. If an employee believes that there is material in a personnel file which is incorrect, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material. Such a rebuttal shall be included as part of the file. If an employee believes that specific information should be removed from a file, the employee may petition for such consideration to the City, however, any such removal is subject solely to the discretion of the City and is not grievable.

Section D. Critical Entries. No information reflecting critically upon an employee shall be placed in any of the employee's personnel records that does not bear either the signature or initials of the employee or a notation by the employer indicating that the employee has been provided a copy of the material and refuses to sign. A copy of any such material shall be furnished to the employee by the Department concerned, when it is placed in the personnel record.

Section E. Purging.

1. Retention of materials in an employee's Departmental personnel file shall be retained in accordance with the following schedule:
 - a. Permanent Retention:
 - (1) Employment application and related materials including background investigation.
 - (2) Permanent letter of appointment.
 - (3) Documents related to completion of required and optional training.
 - (4) Promotion letters and Civil Service histories.
 - (5) Reports of accidents.
 - (6) Payroll documents.
 - (7) Off-duty employment authorizations.
 - (8) Performance evaluations.
 - b. Five-Year Retention:
 - (1) Notices of disciplinary action resulting in loss of time or pay, provided there have been no further disciplinary notices involving similar conduct during that five (5) year

period.

- c. Three-Year Retention:
 - (1) All documentation of oral or written reprimands, provided there have been no further disciplinary notices involving similar conduct during that three (3) year period.
 - d. Disciplinary documents shall be purged from an employee's Departmental personnel file when they reach the time limits identified above, upon oral or written request of the employee to the chief of police.
 - e. Documents purged from the employee's Departmental personnel file will be removed and forwarded to Human Resources for retention in the City's permanent personnel file.
2. Materials purged, as in Section 1, or retained beyond the retention schedule, will not be considered by the Department for the purposes of promotion, transfer or special assignments and shall not be used as the basis for further progressive disciplinary actions.

Section E. Medical Information on File. Medical information including, but not limited to, documents pertaining to physical or psychological assessments, the results of formal psychological tests, industrial accidents and disabilities shall be maintained in a file separate from the personnel file. Such information shall be stored in the Human Resources Office. Police department access to medical information on file shall be limited to the police chief, police commanders or lieutenants who, in the judgment of the chief, have a legitimate need to review the information.

ARTICLE 11 - LAYOFF AND RECALL

Section A. Employer Responsibility. The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization. When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off.

Section B. Guild Notification. The Guild's President or designee will be notified, in writing, of the number of employees and classifications designated for reduction as soon as said determination is made. Prior to implementing a reduction in force decision, the employer shall confer with representatives of the Guild regarding the proposed plans and will consider the Guild's opinions in the matter. The City shall fully comply with reasonable Guild information requests relating to the layoffs and their necessity.

Section C. Layoff Procedure. An employee shall be provided with sixty (60) calendar days advance notice of pending layoffs or an involuntary reduction of normal work hours. The least senior employee within a rank or classification designated for reduction shall be laid off from the rank or classification. Persons laid off within each rank or classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction of force in the lower rank, such reduction shall be accomplished by a demotion or layoff of the person or persons in said lower classification or rank having the least seniority. Emergency, temporary, and provisional employees shall be laid off prior to the displacement of regular employees.

Section D. Voluntary Layoff. Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

Section E. Recall Procedures. In the event of a subsequent vacancy within two (2) years in a higher classification or rank, employees demoted by layoff shall have the first right to be reassigned to a higher classification or rank. No new employees shall be hired by the City into the bargaining unit until the Chief determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. A copy of the City's offer of re-employment shall also be provided to the Guild President or designee. The employee shall be deemed to have received notice within five (5) calendar days after the City mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) calendar days of receipt of notice and shall be back on the job within twenty (20) calendar days of acceptance of said offer or forfeit all call-back rights under this Article. Employees with a break in service of six months or more shall be required to successfully complete Phase 2 of the background investigation (i.e. polygraph, drug test, medical and psychological testing).

Section F. Call-back Rights. Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within two (2) years to retain these call-back rights and that the employee has successfully completed their probationary period.

Section G. Compensation Upon Layoff. Employees laid off shall be compensated for unused compensatory time and unused accumulated annual leave in accordance with the terms of this Agreement. The employer shall pay a laid-off employee's health insurance through the end of the month succeeding the month in which the layoff occurs.

Section H. Sick Leave Upon Layoff. Sick leave balances at the date of layoff not cashed out at the date of layoff shall be restored upon re-employment with the Employer if the person is hired into a regular position from the re-call list. No sick leave shall accrue during the period of layoff.

Section I. Seniority. Seniority shall be in accordance with existing civil service rules except that when employees have the same seniority date, ties shall be broken by the score on the Civil Service hiring list within their entry level Civil Service Classification, with the higher score resulting in the highest seniority placing.

ARTICLE 12 - LEAVES OF ABSENCE

Section A. Sick Leave. Sick leave shall be granted and allowed to accumulate at the rate of eight (8) hours for each month of employment. When sick leave usage is reasonably considered suspect, the City may require the employee to present a certificate from a registered practicing physician, or other bona fide practitioner attesting to the employee's illness after three days of sick leave usage. Maximum carryover of sick leave on January 1 of each year from the previous year is nine hundred and sixty (960) hours. A minimum of fifteen (15) days per month must be worked for an employee to receive sick leave credit for that month. Days not worked because the employee is on paid sick leave and/or annual leave shall be considered as days worked for the purpose of the preceding sentence. At minimum, employees will receive a minimum of one (1) hour of sick leave accrual for every 40 hours of paid work.

Should the employee be required to undergo a physical examination or provide a physician's certificate of illness, the employer shall bear the cost of such examination or certificate.

Any employee who is ill and unable to report to work shall make reasonable effort to notify the employee's immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness, the employee shall keep the employee's immediate supervisor advised of the employee's inability to report to work.

In the event of an illness in the immediate family of an employee, employees shall be allowed to use their accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and state law.

Employees may be allowed to share accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and ordinance.

Section B. Sick Leave Payments.

1. Annual Payments. Employees shall be eligible to receive monetary compensation for accrued sick leave as follows: In November of each

year, and at no other time, employees with at least 768 hours of accrued sick leave may elect to convert the sick leave hours earned in the previous 12 month period, minus those hours used during that period, to monetary compensation at the rate of twenty-five percent and shall be based on the employee's current salary. Payment of converted sick leave shall be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust and will occur in the first paycheck issued in December.

2. Sick Leave Payments Upon Retirement. Employees who separate from city service due to retirement shall be compensated for twenty-five percent (25%) of their total unused sick leave accumulation, deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust. Compensation shall be based upon the employee's salary at the time of separation and shall be subject to applicable withholding under state and federal law. For the purposes of the preceding sentences, retirement shall not include vested "out-of-service" employees who leave funds on deposit with the department of retirement systems (DRS). Employees who are choosing to retire and wish to receive a sick leave payment, must provide a resignation letter and appropriate documentation of their decision to retire to the city's Administrative Services Department. Employees who separate from city service as the result of death shall be compensated for their total unused sick leave accumulation at the rate of one hundred percent. Compensation shall be based upon the employee's salary at the time of separation.
3. Sick Leave Payments Upon Voluntary Termination or Layoff. Employees shall be compensated for twenty-five percent (25%) of their total unused sick leave accumulation at the time of separation be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust provided that the Employee has at least 192 hours of accrued sick leave. Employees shall be eligible for this benefit as a result of voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.

Section C. Bereavement Leave.

1. In the event of death in the immediate family, or aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law or daughter-in-law, of an employee, up to three (3) workdays paid leave may be approved by the department manager, for a non-represented employee to attend to family matters and the funeral. An additional two (2) workdays of sick leave may be approved by the City Administrator for travel time.

2. Up to four (4) hours paid leave will be allowed to attend the funeral of a close friend or other relative.

Section D. Jury Duty. An employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City, their regular wage. Compensation received for jury duty shall be verified to the City and shall be remitted to the City upon receipt.

Section E. Maternity Leave. This program shall be administered according to applicable state and federal law.

Section F. Civil Witness Appearance. Leave of absence with pay, travel time included in work day, shall be granted for attendance in civil court cases in connection with the employee's officially assigned duties. Leave of absence with pay shall also be granted for an appearance connected with an employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority, provided, however, that compensation received for such appearance shall be verified to the City and shall be remitted to the City upon request.

Section G. Medical Leave Without Pay. Non-probationary, LEOFF II officers who are injured off-duty, may elect to take, with written documentation from a physician, a period of medical leave without pay for up to 180 days. Extensions of the period of medical leave without pay may be granted by the City Administrator on a case-by-case basis. Officers granted medical leave without pay, may return to the same position or a similar position with the same pay and will not be required to serve a probationary period if the leave has been taken for the actual period of illness, recovery from injury or disability related to pregnancy or childbirth.

Section H. Paid Family Leave. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and employee premiums will be paid in accordance with Washington law.

ARTICLE 13 - PROBATIONARY PERIOD

Probationary periods shall not exceed one (1) year, provided that probationary periods may be extended by the City for the length of a leave period in the event the employee is on leave status for a period in excess of thirty (30) days. The parties further agree that under appropriate circumstances, probation periods may be extended by mutual agreement of the City and the Guild.

Entry-level police officers who are required to attend the basic law enforcement academy shall serve a probationary period of twelve months. The probationary period

begins when the officer returns from successful completion of the training and reports for duty at the Tumwater Police Department.

ARTICLE 14 - HOURS OF WORK

Section A. Establishing Work Hours. Work hours shall be established in accordance with applicable state and federal wage and hour laws.

Section B. Emergency Scheduling. In the event of an emergency situation declared by the chief, or in his/her absence, their designee, the schedule may be altered to meet the needs of the situation. The overtime rules will be honored as normally applied. Officers will return to their normal schedule as soon as the emergency has ended.

Section C. Shift Changes and Trades. Employees may be given permission to exchange, trade and/or request specific shifts or days off when the change does not interfere with the duties and responsibilities of the department. A “shift swap” is for unforeseen, single point in time circumstances and may be requested when officers need up to two days off, but either don’t have enough leave to cover a request for time off or minimum staffing level requirements would prevent approval of a leave request. Such a determination shall be made by the chief, or designee, provided the shift change request is made at least five (5) days before the date and change is to take place; unless this requirement is waived by the chief, or designee.

Section D. Patrol Work Schedule.

1. Patrol staff shall work four (4) consecutive days of work, each consisting of eleven (11) consecutive hours of work. Each work day shall include a 30 minute paid lunch and appropriate breaks. The four (4) day work week will be followed by four (4) consecutive days off.

Patrol staff working the patrol schedule will attend six (6) mandatory eleven (11) hour training days per year, in addition to their regularly scheduled work days. These training days will be assigned based on the agency's needs. Four (4) of the six (6) training days will not fall on the Patrol staff's calendar weekend and will be scheduled on the Patrol staff's last regularly scheduled day off. The four (4) scheduled days off will be scheduled 30 days in advance. The remaining two (2) training days will be scheduled based on the agencies needs and are exempt from the restrictions listed above.

Patrol and Metro shifts may be adjusted, forward or backwards, by two hours to accommodate vacation and training demands. Patrol staff schedules will be adjusted for the next work week by the end of their last scheduled shift prior to their days off. Any changes made after that time will be

compensated as overtime if worked in addition to the Patrol staff's eleven (11) hours shift or the Patrol staff can choose to adjust their shift as scheduled in lieu of working any additional overtime hours. EXEMPTION: To cover sick leave called in on the day of the affected shift, Patrol staff will be compensated at the overtime rate for any hours worked in excess of their scheduled eleven (11) hours shift, or they may flex their shift forward or backwards by two hours in lieu of overtime if adequate road coverage permits and at the approval of their supervisor.

2. Shift Bidding – Officers

- a. Officers are required to select two shifts for the entire year. The selection will consist of a nine-month consecutive shift assignment (April thru December) and a three-month consecutive shift assignment (January thru March). The selection will be made in descending order from the most senior officer to the least senior officer. Officers will initially select the nine-month consecutive shift assignment. Once this initial selection is complete the officers will be placed by the shift they selected within the two patrol teams, as outlined below. After they are set within one of the two patrol teams the officers will select their three-month consecutive shift assignment, within that respective patrol team based on seniority within that team, from the most senior officer to the least senior officer.

Officers must select one day shift and one night shift slot. The 1300 to 0000 shift will be considered a neutral shift and serve as either a day shift or a night shift. An officer is not permitted to select the 1300 to 0000 shift for the entire year unless no other shifts are available.

- i. An officer will only be bidding the scheduled two shifts of their choice based on seniority. The Leadership team consisting of the Commander and Lieutenants will have the authority to select and assign officers to a team for the upcoming year based on the department needs, with the final approval/modification to be approved by the Chief and/or their designee(s).
- b. The seniority shift selection schedule will be circulated by the Lieutenant in charge of scheduling no later than July 1st of the preceding calendar year.

- i. Each officer will have three consecutive calendar days to make their shift bid selection for the nine-month consecutive shift assignment (April thru December). At the end of the three-day period the shift bidding process will proceed to the next senior officer to schedule their nine-month consecutive shift assignment (April thru December). The officer in their current shift bidding time slot will have preference for their requested shift bid selection over any senior officer who failed to submit their request prior to that officer's shift bid submission during their scheduled three-day time block. A senior officer may select their shift bid at any point after their scheduled three-day block has passed, as long as it does not conflict with a previously submitted shift bid outlined above. Once the individual officers are set within their patrol teams, the process to fill the three-month consecutive shift assignments will be initiated. The shift bid schedule will be submitted to the Chief or their designee no later than August 31st.
- c. If a new shift is added to the schedule during the calendar year the following procedure will be followed to fill the vacancy:
 - i. The least senior officer will be assigned to fill the shift vacancy for the remainder of the calendar year.
- d. If a scheduled shift is vacated (example: the officer is injured, promoted, reassigned, or leaves the department) during the current calendar year the following procedure will be followed to fill the vacancy:
 - i. The officer working the 1300-0000 shift for the team with the vacancy will fill the vacancy, regardless of seniority. If a second vacancy occurs; the officer working the 1300-0000 shift on the opposite team will fill the vacancy. Any additional vacancies that occur after the 1300-0000 shift assignments have been vacated will be filled by any officer based on the needs of the department.

If the originally assigned officer can return to their assigned shift, the officer(s) filling the vacancy/vacancies will return to their original shift assignment in reverse order with the 1300-0000 shifts being re-assigned last.

- ii. At full staffing, the patrol teams will be unbalanced with the addition of a 1900-0600 shift being assigned to one team. When that shift is filled; the 1900-0600 shift will be vacated first, prior to the 1300-000 shift, to fill a patrol shift vacancy regardless of seniority. In the event of additional vacancies that may need to be filled simultaneously; the staffing of those patrol shifts will be in accordance with the procedure outlined in 2(D)(i).
- e. If an officer is reassigned to patrol during the current calendar year the following procedure will be followed to accommodate that officer as it relates to shift bidding by seniority:
 - i. The Leadership team, consisting of the Commander and Lieutenants will select the patrol team the officer will be assigned to.
 - ii. The reassigned officer will be assigned to the vacant shift(s) for the remainder of that current year regardless of seniority or time remaining in the current shift bid.
- f. If an officer is in the Field Training Officer program when the shift bid process is initiated, the officer in training is not eligible to bid for a patrol shift, regardless of their seniority. Upon successful completion of the FTO program, the officer will be assigned in accordance with the procedure outlined in 2(E). The officer will be eligible to bid for a patrol shift during the next shift bidding process.

3. Shift Bidding – Sergeants

- a. Shifts:
 - i. Day Shift Sergeant – 0500-1600 hours. This shift can be flexed two hours forward or backward based on the needs of the department for supervisory coverage.
 - ii. Night Shift Sergeant – 1800-0500 hours. This shift can be flexed two hours forward or backward based on the needs of the department for supervisory coverage.
 - iii. Flex Sergeant – 1600-0300 hours. This shift can be flexed to cover the Day or Night Sergeant shifts based on the needs of the department for supervisory coverage. Any change cannot be made without appropriate notice and an, at least, 8 hour break in service between the end of one assignment and beginning of the next.

- b. The seniority shift selection schedule will be circulated by the Lieutenant in charge of scheduling no later than July 1st of the preceding calendar year.

The following 4-month shift bidding selection will be made by seniority based on time of assignment as a Sergeant, not overall seniority.

- i. All three sergeants per team must bid one cycle of each Sergeant shift per calendar year. The order in which the schedule progresses does not matter. For example: three sergeants will bid by seniority for January-April, then May-August, the September-December. Bidding will start with senior sergeant for each segment of the yearly schedule.
 - ii. Each sergeant will have three consecutive calendar days to make their shift bid selection for the upcoming calendar year. During that time, each Sergeant will select their desired shift bid for the entire calendar year based on a 4/4/4month schedule. At the end of the three-day period, the shift bidding selection process will proceed to the next senior Sergeant who will schedule their 4/4/4 shift bid selection during their scheduled time block. They will have preference for their requested shift bid selection over any senior Sergeant who failed to submit their request prior to that Sergeant's shift bid submission during their scheduled three day time block. A senior Sergeant may select their shift bid at any point after their scheduled three day time block has passed as long as it does not conflict with a previously submitted shift bid outlined above. The shift bid schedule will be submitted to the Chief or their designee no later than July 31st of the preceding calendar year.
- c. Sergeants will be required to select their shift rotation for the entire upcoming calendar year no later than July 31st of the prior calendar year.
- d. Sergeants overall assignment will be decided by the Chief or their designee, who will have the authority to select and assign Sergeants to any team based on staffing, with the final approval/modification to be approved by the Chief and/or designee(s).

- e. If a scheduled shift is vacated (example: Sergeant is injured, promoted, reassigned, or leaves the department) during the calendar year the following procedure will be followed to fill the vacancy:
 - i. The remaining Sergeant from the team with a vacancy will be assigned to the shift that the Leadership team deems most beneficial to the agency to ensure appropriate supervision, experience, and staffing is maintained. The open scheduled time block will be filled in accordance with department policy and in accordance with civil service requirements.
 - ii. Once the scheduled shift bidding adjustments are filled; those schedule changes will be implemented following the teams scheduled days off.
 - iii. Any sergeant absence caused due to leave usage that cannot be covered by the on-duty Patrol or Administrative Lieutenant, will be offered to the most senior sergeant off-duty, then follow seniority.

4. Modified Shifts

- a. All shifts are subject to modification upon mutual agreement of the Chief and the Tumwater Police Guild. Any officer or Sergeant who is assigned to a shift that is modified will remain on that shift until the next shift bidding cycle or previously scheduled shift rotation.

5. Requests for Reassignment

- a. Officers or Sergeants requesting a team reassignment for reasons of hardships during their scheduled shift bidding year shall submit their request to the Chief and/or their designee. The request will be considered in accordance of Article 14(I) of the Agreement.

Section E. K-9 officer. The K-9 officer will work four (4) consecutive days, consisting of (10) hour shifts, followed by three (3) consecutive days off duty. The K-9 officer will get sixty (60) minutes per shift for the care and maintenance of the K-9. The K-9 officer will have Sunday, Monday, and Tuesday off. The K-9 officer's schedule may be changed under the

language described in Section I.

- Section F. Metro officer. The Metro officer will work four (4) consecutive days, consisting of (10) hour shifts, followed by three (3) consecutive days off duty. The Metro officer will have Friday, Saturday, and Sunday off. The Metro officer's schedule may be changed under the language described in Section I.
- Section G. Patrol Lieutenants. Patrol Lieutenants will be assigned to the patrol schedule. Their regularly scheduled ten (10) hour work shift shall be scheduled: one from 0700-1700 hours Monday thru Thursday; and, the other 0700-1700 hours Tuesday thru Friday.
- Section H. Non-Patrol Schedule. Officers assigned to positions other than patrol shall work either a 5/8-hour schedule or an alternative schedule approved pursuant to the City's Alternative Work Schedule Policy. All officers assigned to non-patrol positions shall normally have a paid lunch break and will have weekends scheduled off subject to workload requirements.
- Section I. Schedule Adjustments. Established schedules may be adjusted to meet workload requirements by mutual agreement of the Guild and the City.

ARTICLE 15 - OVERTIME

Section A. Overtime. All hours in excess of the employee's regularly scheduled shift shall be paid at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

Exceptions would be made by mutual agreement by City and Guild to accommodate alternative scheduling.

No overtime shall be worked unless authorized by the chief or their designee.

Section C. Notice for Overtime. Overtime work shall be assigned by the chief or their designee. Whenever possible, the chief shall give a written or oral notice twenty-four (24) hours in advance of all overtime to be worked.

Section D. Compensatory Time. Employees may elect to convert overtime to compensatory time up to a maximum bank of fifty-five (55) hours. Compensatory time off shall be scheduled in accordance with the same procedures and processes as are used for vacation scheduling.

ARTICLE 16 - COURT/DUTY CALL BACK

Section A. Shift Extensions. To be eligible to receive call back pay, the reporting time must occur more than one (1) hour prior to the start of, or more than one (1) hour after the conclusion of, the employee's shift. Should the reporting time occur within one (1) hour of either side of the employee's regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the overtime rate and shall not be subject to call back minimums provided herein.

Section B. Duty and Court Call Backs. If an employee is called to duty or court outside the employee's regularly scheduled work shift, the employee will be guaranteed a minimum of three (3) hours pay at the overtime rate.

1. Current employees who are subpoenaed to give testimony in court while on their scheduled off-duty time, regarding events arising out of their employment shall be paid or compensated as follows: Time and one-half (1.5) the regular rate of pay with a minimum of three (3) hours, except when those employees are appearing immediately after their scheduled shift or within one hour prior to their scheduled shift. They shall be paid at time and one-half (1.5) the regular rate of pay with a minimum compensation of one (1) hour.

2. Employees subpoenaed to give testimony shall be entitled to the hourly minimum, time and one-half (1.5) the regular rate of pay with a minimum of three (3) hours. If notification of cancellation is not received by 5:00 p.m. the calendar weekday (Monday-Friday) prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified.

3. Employees who are off-duty and are under subpoena to give testimony, and have not received notification of cancellation or a change in date or time of the testimony or appearance, AND have attempted to contact the prosecutor's office prior to 5:00 p.m. the calendar weekday (Monday-Friday) prior to the scheduled court appearance, shall receive time and one-half (1.5) the regular rate of pay starting from the date and time posted on the subpoena, with a minimum compensation of three (3) hours.

4. If an employee receives a subpoena to give testimony by the prosecutor's office and is notified by the prosecutor's office that their appearance is required and cannot be rescheduled during their pre-scheduled Primary Vacation and the employee suffers a financial hardship as result of the subpoena will be reimbursed by the City in the following pay period. The employee will be required to provide proof of the financial hardship.

5. All monies received for such services as a witness shall be surrendered to the City, except in those cases where the employee is not compensated for such an appearance by the City.

Section C. Phone Call-out. Officers and detectives who receive a duty related phone call during their off-duty time from a department employee on duty, shall be paid a minimum of one-half (1/2) hour for each phone call at the overtime rate provided that the phone call is made or authorized by a lieutenant, watch commander, police commander or police chief.

ARTICLE 17 - ORDERS AND REGULATIONS

Section A. General Orders and Rules and Regulations Provided. The City agrees to furnish each employee of the bargaining unit a copy of the current general orders, and rules and regulations of the Department and revisions thereof. New employees shall be furnished these documents as soon as possible after being hired. The City agrees to provide training and updates as needed to ensure officer compliance with the orders, rules, and regulations.

Section B. Compliance. Upon receipt and after review, employees will acknowledge in writing that they have received a copy of and have read and understand the general orders, rules, regulations and policies of the Department, and that they shall comply with them and with the terms of this Agreement. Subject to the Employer's responsibilities in Section A, employees are responsible for keeping abreast of changes, modifications, additions, deletions to the rules, regulations, policies and general orders provided by the chief.

Section C. Posting and Notice. The City shall furnish each affected employee a written memorandum of personal orders. Special orders of a temporary duration shall be posted on the office bulletin board. Standard operating procedures and general orders of a more permanent character shall be copied to each employee, in addition to being posted on the office bulletin board.

Section D. Notice Requirements. The Employer agrees to notify the Guild in writing prior to any changes to these policies or procedures and provide an explanation of the proposed change, present in "legislative draft" form and allow the Guild the opportunity to bargain changes in mandatory subjects of bargaining.

ARTICLE 18 - OFFICERS BILL OF RIGHTS

Section A. Purpose. The wide ranging powers and duties given to the Police Department and its officers involve them in all manner of contacts and relationships with the public. In order to resolve any complaints or disputes stemming from these contacts, the chief or their designee must conduct prompt, objective investigations. In an effort to ensure that these investigations are conducted in a manner conducive to good order and discipline, the following guidelines are promulgated:

1. At least forty-eight (48) hours prior to an interview, the officer shall be informed in writing of the nature of the investigation and whether he/she is a witness or a suspect before any questioning commences including the name, address and other information necessary to reasonably apprise him/her of the allegations of such complaint. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

2. Interviews will be scheduled at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise. When practicable, interviews will be conducted at the Tumwater Police Department. The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

3. Officers shall be afforded a reasonable opportunity and facilities to contact either: a) an attorney of his/her choosing and expense; and/or b) a representative of the Guild to be present during the interview, and to participate in the interview to the extent permitted by law.

4. The questioning shall not be overly long and the officer shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, meals, telephone calls and rest periods. The employee or City may request that an investigative interview be recorded. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

5. The officer shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

6. Officers involved in the use of force shall be allowed to consult with a Guild representative or attorney prior to being required to provide an oral or written statement regarding the use of force. In such cases no statement will be required during the forty-eight (48) hours following the incident. The Department may request public safety information consistent with the Public Safety Statement attached as Appendix A.

7. Within a reasonable period after the conclusion of the investigation, and prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file.

Section B. Brady. The parties recognize that instances of dishonesty may warrant discipline up to and including termination. They also recognize that the event of an officer being placed on a *Brady* list does not, in and of itself, constitute a basis for separation from employment.

Section C. Fitness for Duty. Examinations for medical or psychological fitness for duty shall be conducted in accordance with Department and City policy.

Section D. Security Camera. The security cameras utilized in and around the Tumwater Police Department are primarily for security for employees and City owned property and equipment. Cameras and footage shall not be used to surveil an employee's actions and behavior without reasonable belief that a policy violation or other incident worth investigating has occurred.

The employee shall be notified of the review of footage in question and shall be provided with a copy, prior to or at the fact-finding interview, or as soon as possible without interfering with the investigation. The footage shall also be included in the investigative file and made available to the employee prior to the pre disciplinary hearing.

Section E. Due Process. The parties agree to reopen on language to address the Guild's due process proposals.

ARTICLE 19 - WORKING OUT OF CLASSIFICATION PAY

Any employee assigned the duties and responsibilities regularly assigned to an employee of higher classification for any period of time shall receive a working out of class premium of five percent (5%) per hour except that officers working out of class as sergeants shall receive out of class premium at the entry level sergeant rate of pay.

Any employee assigned to a classification with a differing rate of pay in an "acting" appointment status who are promoted to the higher class shall receive credit towards their trial performance period for all time spent in the acting position, only if there is no separation between the "acting" appointment and the promotion.

Any employee assigned to a classification with a differing rate of pay in an "acting" appointment status who are promoted to the higher class shall receive credit towards their next pay step in the new salary range, only if there is no separation between the "acting" appointment and the promotion.

ARTICLE 20 - PREMIUM PAY

Section A. Premium Pay Recipients: Officers designated by the chief in the following capacities will receive premium pay of 3.3% of their base pay:

Detective
Metro unit officer
K-9 officer
School Resource Officer
SWAT

Section B. Field Training Officers: Officers assigned as field training officers will receive premium pay of 3.3% of their base pay for each person trained. Premium pay for field training officers will be limited to a maximum of up to six (6) months upon the student officer being assigned to the field training officer. Supervisors of the Field Training Program will receive premium pay of 3.3% of their base pay for each person trained and will end upon completion of the student officer's probationary period.

Section C. Conditions Governing Premium and Assignment Pay. Each officer is limited to a total of three special assignments or two premium pays or one special assignment and up to two premium pays per month. Non-disciplinary transfers to or from assignments eligible for premium pay will not be grievable subjects under the conditions of this agreement, nor appealable under the provisions of the civil service rules.

ARTICLE 21 - SPECIAL ASSIGNMENT PAY

Section A. Special Assignments: Officers designated by the chief for the following special assignments will receive special assignment pay of \$100 per month:

Firearms Instructor
Emergency Vehicle Operation Course Instructor
Defensive Tactics Instructor
Less Lethal Instructor
Dive Team Member
Active Shooter Instructor
Hostage Negotiator
Patrol Tactics Instructor (I-940 certified)

Section B. Conditions Governing Special Assignments and Premiums: Each officer is limited to a total of three special assignments or two premium pays or one special assignment and up to two premium pays per month. Non-disciplinary transfers to or from special assignments will not be grievable subjects under the conditions of this agreement, nor appealable under the provisions of the civil service rules.

ARTICLE 22 - EDUCATIONAL INCENTIVE PAY

Section A. Eligibility. An Employee with the Tumwater Police Department will be eligible for educational incentive pay. The following monthly incentive will be granted to each employee as part of their base wages upon completing the listed number of credits and/or degrees in a law enforcement related field.

Associate's Degree:	2.5%
Bachelor's Degree:	4%
Master's Degree:	6%

Law enforcement related fields shall include: criminal justice, psychology, sociology, public or business administration, political science, liberal arts, law, or any other field of study beneficial to the department as determined by the police chief.

Section B. Recognized Credits. Only credits or degrees from an accredited college or university will be approved for the incentive program. Any questions about the validity of the credits or degrees will be resolved by a review committee that consists of the police chief, or their designee, a police officer and police lieutenant.

Section C. Credits Awarded in Pursuit of a Four-Year Degree. Some colleges and universities award credits for police training or other experience. This type of credit is awarded with the understanding that the officer's educational goal is a four-year degree. If an officer then had enough credits to qualify for a two-year degree he or she may qualify for the two-year degree incentive. If the officer does not complete the four-year degree, and has not accumulated sufficient credits with classroom attendance to qualify for a two-year degree, then the compensation for the two-year degree will cease.

Section D. Break in Class Attendance. When a Guild member is pursuing a four-year degree, and is being compensated at the two-year degree level due to credits awarded by the institution, it is assumed that class attendance will be continual. If a Guild member is not enrolled and attending classes for a period of one academic year, then compensation at the two-year degree level will cease.

Proof of completion of classes shall be submitted to the police chief at the end of each quarter or semester attended.

Section E. Employee's Responsibility to Notify. It is the Employee's responsibility to notify the City in writing upon completion of degree requirements. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee's written notification and approval by the police chief.

ARTICLE 23 - PHYSICAL FITNESS INCENTIVE PAY

Incentive pay shall be awarded to senior employees who can pass a prescribed physical fitness test. Eligibility for this pay begins after three (3) years of the employee's service with the Tumwater Police Department, except that lateral hires become eligible to participate after successful completion of probation. Employees successfully passing the physical fitness test will be eligible for a lump sum payment of three percent (3%) of the employee's annual salary minus applicable taxes and other deductions. Details such as eligibility issues, test administration, test scheduling and appeals of test results shall be addressed by Tumwater Police Department policy. Both parties agree that no grievances under this contract or under civil service rules shall result from the physical fitness testing program.

ARTICLE 24 - CLOTHING ALLOWANCE

Section A. Uniform Maintenance. All employees shall receive a cleaning allowance in the amount of \$50.00 per month.

Section B. Personal Equipment. Personal property limited to necessary leather, weapons, eyeglasses, dentures, watches, handcuffs, and other property and equipment approved by the chief, which is lost, damaged or destroyed in the line of duty shall be repaired or replaced at City expense at the approval of the chief. Any restitution received through order of a court or from any other source shall be offset against the repair or replacement cost paid by the City.

Section C. Uniform Purchases. The City will provide compensation to each member of the Police Guild in the amount of \$1,250 for the purchase of approved uniform clothing and related equipment as established by the department.

Compensation shall be provided to Guild members as a lump sum and shall be subject to appropriate federal and state withholding for taxes, retirement and / or social security.

The parties agree that Guild members will be responsible for meeting department standards for appearance and functionality of uniforms. Failure to meet appearance standards may subject Guild members to disciplinary action. The City reserves the right to require replacement or, if appropriate, repair of uniform items whenever necessary regardless of the cost to the Guild member or the status of an individual Guild member's uniform clothing payment.

The City reserves the right to withhold or reduce the uniform allowance of any Guild member who has announced a retirement or termination date within one year of the scheduled annual uniform allowance payout. Members who resign or are terminated within six months from having received the annual uniform allowance payment may be required to return unused funds to the City either in cash or by withholding from their final paycheck.

New officers hired by the department more than six months prior to the clothing allowance payment date shall receive the full clothing allowance. New officers hired less than six months before the clothing allowance payment date shall receive one half of the clothing allowance payment.

ARTICLE 25 – INSURANCE

Section A: Medical and Dental Insurance:

Subject to the requirements of the LEOFF Trust and AWC Trust, effective January 1, 2019, the City agrees to pay 100% of the premium for the employee and 90% for all dependents for medical coverage. Employees may choose between plans to include Kaiser \$20 Co-Pay (200) Plan or the LEOFF Plan F.

The City agrees to pay 100% of the premium for the employee for dental coverage under the AWC Trust, Washington Dental Service Plan A. The City agrees to pay up to 90% of the premium for dependents.

Section B. Officers who must pay a portion of the premiums for medical insurance may, if requested, participate in a pre-tax payment plan subject to IRS Section 125 and pursuant to City procedures and/or policies.

Section C. False Arrest Insurance. The Employer shall maintain, without cost to the employee, adequate false arrest insurance. [There is no agreement to maintain this language and it is reserved for single issue interest arbitration.]

Section D. Domestic Partner Insurance. Employees may, consistent with City policy, elect medical and/or dental insurance coverage for a domestic partner. The maximum cost to the City of the coverage shall be limited to the amount provided for spouse coverage under the medical plans as established in this contract.

Section E. Health Reimbursement Account: The City agrees to make monthly contributions not to exceed \$125 per employee to a Health Reimbursement Account (HRA as described above in Section B) for each member of the bargaining unit. Effective April 1, 2018, the parties agree as part of the LEOFF F enrollment and Kaiser enrollment described above, that the monthly contributions shall be increased by \$125 for a total monthly contribution of \$250 per employee. It is expressly understood by the parties that this increase in HRA contributions is connected to the enrollment in Plan F.

Section F. Vision Insurance. The City agrees to pay the premium for family vision insurance coverage under the Vision Services Plan offered by the Association of Washington Cities Benefits Trust with no deductible and with the second pair of glasses option. Employees that elect the LEOFF F medical plan receive vision insurance through the LEOFF Trust.

Section G. Notification of Change in Status. Employees shall notify the employer in writing whenever there is a change in family status that affects one or more City benefit programs. Such changes could include but are not limited to: birth or adoption of a child; marriage, divorce or legal separation; Medicare eligibility of employee or dependent; loss of dependent status due to age, college enrollment status, or failure to meet IRS definition of dependent; loss of insurance coverage other than City's. Such notification shall normally be given to the employer within thirty (30) days of the event that creates the change in family status.

Section H. Discontinuation of Medical Plan. If a third party medical insurer discontinues an insurance plan during the term of this Agreement, the Parties will meet and attempt to negotiate a replacement plan in time for open enrollment in the new plan. If the parties are unable to agree on a replacement plan in time, the Parties agree to expedited grievance arbitration to ensure a decision prior to open enrollment. The role of the arbitrator will be limited to awarding a substitute plan of substantially similar value to replace the expiring plan. In the event that a substantially similar plan is less beneficial than the expiring plan, the Parties agree that the arbitrator would have jurisdiction to award a supplemental remedy such as a HRA/VEBA contribution to make up the difference. Prehearing briefing and closing arguments will be allowed provided the decision can be issued in time for open enrollment.

ARTICLE 26 - WORKER'S COMPENSATION, LIGHT DUTY AND ALTERNATIVE DUTY ASSIGNMENTS

Section A. Time Loss. Any employee who is injured on the job and receives a time loss payment under state law shall keep the payment. The City will adjust the pay and leave balances of the employee for the period of time loss in accordance with state law.

Section B. Light Duty. When an employee is unable to perform regular duties due to job related injury or illness and the employee is receiving the employer's supplement as outlined in state law, the employee shall perform light duty tasks as the employer may require, subject to approval of the treating physician. When an employee is unable to perform regular duties due to a non-job related injury or illness and appropriate alternative work, as defined by the police chief, is available, the employee may request assignment to alternative duty tasks, subject to approval of the treating physician.

ARTICLE 27 - HOLIDAYS

Section A. Holidays. The following holidays shall be recognized and compensated:

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Memorial Day (last Monday in May)
 Juneteenth
 Fourth of July
 Labor Day

Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Day before Christmas
 Christmas Day
 *Floating Holiday

***Floating Holiday.** Employees may elect the day on which they desire to take the floating holiday following advance consultation (one week) with an approval by his/her respective supervisor.

Section B: Compensation for Holidays. All employees who have been on the payroll of the City thirty (30) days and who are available for work their regularly scheduled work day prior to and their regularly scheduled work day following the holiday shall receive eight (8) hours of regular pay for the holidays in Section A regardless of which day of the week the holiday falls.

Depending on the employee's status, the following compensation shall apply:

Holiday Compensation Chart	
<i>Holiday Situation</i>	<i>Compensation Received</i>
Employees on scheduled day off on the holiday	Eight (8) hours holiday pay
Employees scheduled to work on Holiday	Normal scheduled day of salary + One and a half (1.5) pay rate for all hours worked on scheduled shift. (2.5 hours pay rate for all hours worked)
Any hours worked in excess of regularly scheduled hours on holiday	Normal salary hourly rate + Double (2) time pay rate for all hours beyond scheduled shift. (totaling 3.0 rate of pay)
Employee required to work on Holiday which is also a scheduled day off	Eight (8) hours holiday pay + Double (2) time pay rate for all hours worked on the holiday (3.0 pay rate up to 8 hours: beyond 8 hours 2.0 pay rate)
Annual Leave taken on Holiday	Scheduled hours taken from annual leave deducted + eight (8) hours of holiday pay
Call Out on Holiday Leave while on Scheduled day off	Eight (8) hours holiday pay + Double (2) time pay rate for all hours worked (minimum three (3) hour compensation) (3.0 pay rate up to 8 hours: beyond 8 hours 2.0 pay rate)
Sick Leave taken on holiday	Scheduled hours taken from Sick Leave + eight (8) hours of holiday pay

Administrative employee compensation on holiday that falls on a work day	Day off with pay
Administrative employee compensation for holiday that falls on scheduled day off	Day off with pay on State/Federal observed holiday
Floating holiday compensation	Day off with pay

Section C. Application. Holiday pay applies to a shift which begins on the date of the holiday.

Section D. Annual Leave In Lieu Of. Employees on their scheduled day off which falls on a holiday may choose to add eight hours of annual leave to their annual leave account in lieu of eight hours of holiday pay. Employees may choose annual leave in lieu of holiday pay on no more than (6) six occasions throughout the calendar year.

Section E. Administrative Option. Administrative Guild members who already have the day off on the State/Federal observed holiday (Friday or Monday) will have two options:

1. Take the last working day before or first working day following as a day off with pay. If they are called into work on the actual holiday they receive double time pay for all time worked; or,
2. Work their scheduled day. If they are called in to work on the actual holiday they receive up to eight hours of triple time and then double time for anything after that. If they are not called out on the actual holiday, they receive 8 hours of holiday pay or elect to add 8 hours of annual leave to their annual leave account.

ARTICLE 28 - ANNUAL LEAVE

Section A. Annual Leave. Annual leave with pay shall be allowed to each regular employee with six (6) months continuous service at the rate of eight (8) hours of annual leave credit for each month of completed service. During the first six (6) months of service, no annual leave with pay shall be allowed. After six (6) months employment, the employee shall have six (6) days accrued.

Section B. Annual Leave Accrual Rates. Annual leave for all employees shall be as follows:

YEARS OF SERVICE	VACATION TIME ACCRUED PER MONTH
1 - 12 months (1 st yr.)	8 hours per month
13 - 24 months (2 nd yr.)	8 hours 40 minutes per month
25 - 48 months (3 rd & 4 th yrs.)	9 hours 20 minutes per month
49 - 60 months (5 th yr.)	10 hours per month
61 - 84 months (6 th & 7 th yrs.)	10 hours 40 minutes per month
85 - 108 months (8 th & 9 th yrs.)	11 hours 20 minutes per month
109 - 120 months (10 th yr.)	12 hours per month
121- 144 months (11 th & 12 th yrs.)	12 hours 40 minutes per month
145- 168 months (13 th & 14 th yrs.)	13 hours and 20 minutes per month
169- 204 months (15 th , 16 th & 17 th yrs.)	14 hours per month
205- 228 months (18 th & 19 th yrs.)	14 hours and 40 minutes per month
229 months & after (20 th yr. and after)	15 hours and 20 minutes per month

Section C. Annual Leave Accrual Limits. Employees shall accumulate no more than 360 hours of annual leave at any one time. If annual leave is scheduled 30 days in advance and the chief must cancel and the cancellation causes the accrual to go over the 360 hour limit, the City agrees to pay the officer for any time lost over the 360-hour limit. No more than 240 hours of annual leave under this section shall be paid to an employee upon separation from employment with the City.

Section D. Years of Service. For the purpose of annual leave accrual, "years of service" is defined as that service unbroken by separation from City service other than by military, Peace Corps, annual leave, sick leave, disability leave or other authorized leave. Effective upon ratification of this Agreement, lateral transfers shall have their current accrual rates adjusted for time in law enforcement service in other jurisdictions. Employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to and including the leave or lay-off.

Section E. Annual Leave Scheduling.

1. The Employer agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it does not interfere with work load requirements and schedules.
2. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of annual leave requests within the respective selections involved.
3. Employees who desire to take their annual leave at a specific period and time shall submit their request to the Chief or their designee in writing using the patrol leave schedule. The patrol leave schedule will begin

circulation to officers assigned to patrol no later than October 15th of the preceding calendar year. The schedule will be circulated based on seniority outlined in Sect E: (2). Each officer will have three consecutive days to select a block of vacation not to exceed three consecutive scheduled work weeks. At the end of that three day period the selection process will proceed to the next senior employee who will schedule their annual leave during their scheduled time block and will have preference for their requested annual leave over any senior officer who failed to submit their request during their scheduled three day time block. A senior officer may select their annual leave at any point after their scheduled three day time block has passed as long as it does not conflict with previously scheduled annual leave. The vacation schedule will be submitted to the Chief or their designee no later than December 30th of the prior calendar year. Subject to modification due to work load requirements and schedules, the chief or their designee will compile and publish a listing of these requests by the 1st of February of the scheduled calendar year. Employees on said list shall have priority and shall be granted annual leave insofar as possible for the time stipulated on the listing. Should it be necessary for the City to cancel a previously scheduled annual leave due to emergency workload requirements, the employee's annual leave so canceled will be given priority for re-scheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.

If an officer is in the Field Training Officer program when the primary vacation schedule process is initiated, the officer in training is not eligible to select a primary vacation, regardless of their seniority. Upon successful completion of the FTO program, the officer will be eligible to select their primary vacation for the following year based on availability.

4. Any regular employee who is in an annual leave status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to a sick leave status. In such case an employee shall furnish a statement from a duly licensed physician.
5. Patrol Sergeants and Lieutenants assigned to the same patrol team may not be on annual leave at the same time, unless authorized by the Chief or his designee.

ARTICLE 29 - TRAINING

Section A. Intent and Purpose. To improve the efficiency and professionalism of the officers, the Department will strive to provide professional training each year, subject to budget and manpower availability.

ARTICLE 30 - SAFETY

Section A. Equipment. To ensure the safety of all officers and to improve the effectiveness of the Department, the City will provide each officer with a bullet resistant vest as part of the officer's regular uniform. The City agrees to provide for any upkeep, maintenance, or reconditioning necessary as determined by the chief to keep the vest in safe condition.

ARTICLE 31 - SUBSTANCE ABUSE PREVENTION

Section A. Intent and Purpose. The City and the Guild acknowledge that substance abuse poses a serious threat to the health, safety and productivity of officers, other City employees and members of the public. For that reason, the Guild agrees that its members will be subject to the City's Substance Abuse policy as established in the City of Tumwater Personnel Policy and Procedures Manual with the following additions, modifications or clarifications:

1. It is understood that Guild officers will be requested and not required to sign a statement acknowledging receipt of a copy of the policy. Officers who choose not to sign will be subject to documentation from department management indicating that they received the copy but chose not to sign an acknowledgment of receipt.
2. Throughout the City's Substance Abuse Policy, the standard for supervisory action toward Guild members on matters of substance abuse shall be "probable cause". The basis for establishing probable cause for action shall be outlined in a written, standard operating procedure of the Tumwater Police Department to be adopted concurrently with this agreement.
3. For purposes of testing for the presence of substances, any positive result from a guild member's sample will be subject to confirmation by a GC-MS test.
4. The parties to this agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City and detailed during these negotiations are appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require retesting.
5. The parties further agree that the thresholds for reporting positive findings of commonly abused substances to the employer by the testing services provider shall be as follows:

SUBSTANCE	SCREENING THRESHOLD
Alcohol (Scr)	.03 G / DL
Cannabinoid (UR)	100 NG / ML
Amphetamines	1000 NG / ML
Barbiturates	300 NG / ML
Benzodiazepines	300 NG / ML
Cocaine (Metab)	300 NG / ML
Methadone	300 NG / ML
Methaqualone	300 NG / ML
Opiates	300 NG / ML
Phencyclidine	25 NG / ML
Propoxyphene	300 NG / ML

6. The parties agree that blood testing will be required of officers only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested.
7. If an employee has tested positive, the employer will provide a copy of the test results.
8. An employee being tested may request to have a sample collected by the City's designated test facility for testing by a laboratory of his/her choosing at the expense of the employee.
9. It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the police commander or chief, who will handle the report per the department's established procedure.
10. If an employee tests positive for substance abuse and is disciplined for violating the City's substance abuse policy for the first time, the discipline will be limited to a written warning on the condition that the employee must cooperate fully with any treatment program required by the City and agree to refrain from any future violations of the policy. If the employee has violated other department or City policies concurrently with the substance abuse policy, discipline up to and

including termination may be administered as appropriate under the City policy or Civil Service Rules.

Section B. Discipline Resulting from Substance Abuse. The parties agree that any discipline/discharge action taken under the City's substance abuse policy, shall be subject to the provisions of Article 9 of this agreement.

ARTICLE 32 – SALARIES

Section A. 2021 Salary Schedule. Effective January 1, 2021, the 2020 monthly pay schedule shall be increased by 2.5%.

Police Officer	2021
Academy	\$5,556
FTO	\$5,834
Probation	\$6,124
Year 2	\$6,435
Year 3	\$6,755
Year 4	\$7,098
Year 5	\$7,458
Year 6	\$7,827
Year 7 and above	\$8,022
 Police Sergeants	
Step 1	\$8,663
Step 2	\$8,904
Step 3	\$9,144
Step 4 and above	\$9,385
 Police Lieutenants	
Step 1	\$9,948
Step 2	\$10,230
Step 3 and above	\$10,511

Section B. 2022 Salary Schedule. Effective January 1, 2022, the monthly pay schedule shall be increased by 4% over the 2021 rates. Effective July 1, 2022, the pay schedule shall be increased 1.5% over the January 2022 rates.

Police Officer	Jan-22	Jul-22
Academy	\$5,778	\$5,865
FTO	\$6,067	\$6,158
Probation	\$6,369	\$6,464
Year 2	\$6,693	\$6,793
Year 3	\$7,025	\$7,131
Year 4	\$7,381	\$7,492
Year 5	\$7,756	\$7,872
Year 6	\$8,140	\$8,262
Year 7 and above	\$8,343	\$8,468

Police Sergeants		
Step 1	\$9,010	\$9,145
Step 2	\$9,260	\$9,399
Step 3	\$9,510	\$9,653
Step 4 and above	\$9,760	\$9,906

Police Lieutenants		
Step 1	\$10,346	\$10,501
Step 2	\$10,639	\$10,799
Step 3 and above	\$10,932	\$11,096

Section C. 2023 Salary Schedule. Effective January 1, 2023, the monthly pay schedule shall be increased by an amount equal to 100% of the Seattle CPI U (June 2022) over the July 2021 rates, with a minimum of 2% and a maximum of 6%.

Section D. Salary Steps Resulting from Promotion. An employee promoted to a different job class covered by this agreement, will be placed at the nearest pay step, which provides a salary increase.

Section E. Paydays. There shall be two paydays in a month. The first pay day of the month will be on or before the twenty-fifth (25th) day of the month. The second will be on or before the tenth (10th) day of the month.

ARTICLE 33 – LONGEVITY

Officers will be accorded a longevity premium in accordance with the following schedule:

10 Years of Service	2%
15 Years of Service	2.5%
20 Years of Service	3%
25 Years of Service	3.5%

ARTICLE 34 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Washington or federal government, such decision or legislation shall apply only to the specific article, section or position thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 35 - TERM OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect from January 1, 2021 through December 31, 2023, unless otherwise specified in this agreement.

Prior to termination of this contract, either party may recommend any or all parts of the Agreement be re-opened for negotiations, for a successor agreement. Notice to open negotiations must be provided to the other party in writing within one hundred fifty (150) days of the termination of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations.

APPENDIX A – PUBLIC SAFETY STATEMENT

Public Safety Statement

Use of Deadly Force Situations

SUMMARY STATEMENT TO SUPERVISOR

Incident Number: _____ Date: _____

Directions to on-scene supervisor:

This is a compelled statement.

The supervisor (sergeant or higher rank) is compelling this statement and will not deviate from its contents.

The supervisor will write down on this card the answers provided verbatim, and disseminate public safety information immediately via radio as appropriate, and provide this completed card to the first arriving investigative supervisor.

The police supervisor receiving this information is required to submit a written statement to the Investigations Division. The statement is to include that the Summary Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.

“(Rank of involved officer) _____ (Name of involved Officer) _____,

I am directing you to give me a summary statement in a use of deadly force incident. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department.”

Requesting Supervisor:

Name _____ Rank _____ Per.# _____ Time _____

“At this time and to the **best of your knowledge**, please answer the following”:

1. From where and in what direction did you fire rounds?

_____.

2. In what direction did the suspect(s) fire rounds?

_____.

3. If you know of anyone injured, what is her/his location?

4. If any suspects are outstanding, what are their descriptions?

Supervisors: If there are **no** outstanding suspects, proceed directly to question #5, otherwise ask question #4 (a-d).

4a. What was their direction of travel?

4b. How long have they been gone?

4c. With what weapons were they armed?

4d. Are there any other safety risks known about the outstanding suspect(s)?

5. Does any evidence need protection?

6. Any known witnesses?

7. Where are they located?

“(Rank of involved officer)_____ (Name of involved officer) _____,
in order to prevent the contamination of your statement, I order you not to discuss
this incident with anyone, including your supervisors or staff officers, prior to the
arrival of the assigned investigators, with the exception of your legal
representation.”

This Agreement shall remain in full force and effect during the period of negotiation. This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties in writing.

DATED this _____ of _____, 2022.

CITY OF TUMWATER

*TUMWATER POLICE OFFICERS
GUILD*

Debbie Sullivan
Mayor
City of Tumwater

Jacob Rodriguez
President
Tumwater Police Guild

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
 FROM: John Doan, City Administrator
 DATE: March 22, 2022
 SUBJECT: Community Development Block Grant (CDBG) Funding

1) Recommended Action:

Consider the reassignment of \$267,414.44 to the Habitat for Humanity Henderson Street Project or to the Housing Authority Falls Pointe community for rehabilitation.

2) Background:

Pursuant to current interlocal agreements, every three years the City distributes about \$1 million in federal Community Development Block Grant (CDBG) funds for housing and other community human services. Following an RFQ, the City selected a menu of human services and capital projects to support with the 2022 funds at the May 2, 2021 Council meeting. Among those awards was \$267,414.44 for the Thurston County Housing Authority for the expansion of the Sequoia Landing Project in Tumwater. Unfortunately, the Housing Authority is no longer eligible for the CDBG funds for that proposal. The Council reviewed options for re-allocation of these funds at the March 8, 2022 Worksession. Based on that discussion, staff recommends the Council re-allocate the \$267,414.44 to Habitat for Humanity for the Henderson Street Project.

At the end of this week, the City received an email from the Housing Authority providing details to a rehabilitation project to the Falls Pointe residential community at 411 West Lee Street in Tumwater. The improvements would include re-roofing, ventilation, upgraded and replaced service panels, and installing a heat pump to the community building. Attached is the email message from the Housing Authority. County staff have indicated this proposal is likely eligible for CDBG funding, but will work with the Authority to verify that status. The Authority's Executive Director was made aware of the subject Council meeting.

3) Policy Support:

"Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness."

4) Alternatives:

- ☐ Allocate the funds to the Habitat for Humanity Henderson Street Project
- ☐ Allocate the funds to a Housing Authority renovation project.
- ☐ Issue a new RFQ and see what projects are available.
- ☐ Support a housing project in Lacey including a hotel purchase and renovation to housing.
- ☐ Support the acquisition of the OYO Hotel for housing.

It is not an option to fund a project in the City of Olympia.

5) Fiscal Notes:

There are no City funds in this proposal. The County is paid to manage the pass through of these federal CDBG funds.

6) Attachments:

A. Email from Housing Authority of Thurston County

From: [Craig Chance](#)
To: [Debbie Sullivan](#)
Cc: [John Doan](#); [Tom Rawson](#)
Subject: CDBG Award
Date: Thursday, March 17, 2022 12:24:52 PM
Attachments: [image001.png](#)

Hello Mayor Sullivan,

In December 2021 the Housing Authority of Thurston County (HATC) closed on the purchase of land adjacent to HATC's 40-unit Sequoia Landing apartment community (7132-7142 Littlerock Rd SW) that HATC built in 2011-2012. The newly purchased land will facilitate the development of approximately 50 more units of affordable housing. In defining "affordable" for these purposes, HATC acquires and develops properties where rents do not exceed the HUD Housing Choice Voucher rental assistance program's "payment standard." With the exception of properties with extremely large development and operating subsidies (e.g. Unity Commons) HATC is not aware of any newly built or proposed new rental properties in Thurston County offering rents at this level. Rents at or below the "payment standard" open doors not only for voucher holders who are among our most vulnerable neighbors but also for a wide range of additional neighbors including retirees and workers with modest incomes.

You may recall that in 2021 HATC applied for Tumwater CDBG funds for the Sequoia expansion land purchase; CDBG rules do not allow a public housing authority to use the funds for new construction.

HATC appreciated the approval of an award. Within days of the Council's approval, the property owner agreed to not only a sale, but also to attractive seller financing. Consequently, it made sense for HATC to accommodate the seller's desire for a prompt closing. Also because the community need is great, expediting the process has value. By moving forward, ensuring the acquisition, HATC recognized that the purchase would most likely eliminate the availability of CDBG funds for the Sequoia expansion.

HATC proposes that the award be shifted to rehabilitation work at HATC's 105-unit Falls Pointe apartment community (411 West Lee St).

At Falls Pointe HATC offers highly affordable apartments: 1 bedroom units at \$755 and 2 bedroom units at \$880. If not for these affordable rates, many if not most of the residents would be at a loss to find affordable, decent housing. It's not a stretch to conclude that many would be homeless without Falls Pointe.

Falls Pointe includes 12 residential buildings and 1 community building. Using internally generated funds HATC has replaced the roofing and improved ventilation for 8 of the residential buildings over a period of a few years. It's important but expensive work. Using CDBG Funds HATC could within a year do the following:

- Re-roof and enhance ventilation in the remaining 4 residential buildings in need of this work
- Re-roof the community building
- Replace, upgrade electrical service panels
- Install heat pump system in community building

A heat pump system in the community building would reduce heating season energy use and provide effective, efficient cooling during extreme hot weather events such we all experienced in June 2021. Falls Pointe is home to many seniors and people with adverse health conditions. The ability to use the community building as an efficient cooling station would be very helpful for the residents.

A CDBG grant for these purposes will free up an equivalent amount of internally generated funds that HATC can direct to the acquisition, development of additional affordable housing units.

HATC acquired Falls Pointe in 1994 when the property needed serious attention and was reportedly the number one law enforcement call address in all of Thurston County. HATC worked closely with City of Tumwater to change those dynamics so that today it provides safe, decent, affordable apartment homes. In the early days HATC provided space to the Tumwater Police Department for an on-site temporary substation. Within a few months the Police decided to close the station due to the dramatic decline in calls for their services there. HATC and City of Tumwater can both be pleased, proud of how Falls Pointe became an attractive, desirable place to live and a stabilizing influence for the general neighborhood.

HATC presently owns 553 rental housing units; 199 (36%) of them are in Tumwater. Within HATC's collaborative housing model, 42 Project Based Vouchers are attached to two Tumwater properties owned/operated by Behavioral Health Resources. City of Tumwater is an excellent partner.

Mayor Sullivan, if this proposal is of interest to you and the Council, Tom Rawson (HATC Director Development and Administration) and I are available to address questions. We enjoy working with Tumwater; John Doan and staff are always exceptional.

Thank you for your assistance and consideration.

Craig

Craig Chance

Executive Director

Housing Authority of Thurston County

Physical Address: 1206 12th Avenue SE, Olympia WA 98501

Mailing Address: PO Box 1638, Olympia WA 98507-1638

Direct: (360) 918-5828

Main: (360)753-8292

Fax: 360-586-0038

www.hatc.org



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TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: March 22, 2022
SUBJECT: Tumwater Housing Action Plan – Potential Measures for Addressing Tenant Protections

1) Recommended Action:

Discuss potential actions in the attached memorandum.

2) Background:

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

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

The attached memorandum discusses potential actions that could be taken by the City alone or on a regional basis to address tenant protection issues listed in order of action to be taken. Three actions are recommended for initial implementation.

The General Government Committee discussed the initial draft of the attached memorandum at their January 12, 2022 meeting and a revised version of the memorandum at their February 9, 2022 meeting. The General Government Committee recommended that the memorandum be reviewed and discussed at a full City Council worksession.

3) Policy Support:

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

4) Alternatives:

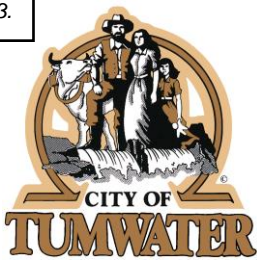
☐ None.

5) Fiscal Notes:

This is an internally funded work program task, although individual actions may have a cost if eventually pursued.

6) Attachments:

- A. Tumwater Housing Action Plan – Potential Measures for Addressing Tenant Protections Memorandum



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

Memorandum

Date: March 22, 2022

To: City Council and Mayor

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan – Potential Measures for Addressing Tenant Protections

I. Issue

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

Since 2018, the City has been reviewing actions and measures to take 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 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.

This memorandum discusses potential actions and measures that could be taken by the City alone or on a regional basis to address tenant protection issues following the strategies and actions in the *Tumwater Housing Action Plan*. It also prioritizes the actions and measures to be undertaken with the suggestion that the City Council start by asking staff to prepare for consideration the three following items:

- 1) An ordinance that would 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; and
- 3) An ordinance to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*.

For these three priority items, the City Council should consider a communications strategy to let landlords and tenants know what the City is doing, the schedule for staff to develop the three measures, and the funding required implement these measures through the 2023-24 biennial budgeting process.

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II. Background

Since 2018, a City work group has been guided by the following action item in Resolution No. R2018-016:

GOAL: Boost Housing Affordability

Action #9 – *Enact policies to protect tenants experiencing housing instability, which may include:*

- a. Review current eviction/renter protection policies, laws, and legal services and assess possible actions.*
- b. Assess need for/knowledge of landlord-tenant conflict resolution services.*
- c. Support renter resources (mediation, etc.).*

The City work group, which included Councilmember Michael Althaus, City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Housing Consultant Paul Knox, and Planning Manager Brad Medrud, explored a range of potential measures to address Resolution No. R2018-016 Action #9, so that the City Council could make an informed decision on which actions to pursue.

The City work group met in 2018 and 2019 to review the City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices*, as well as the state's requirements under the Residential Landlord-Tenant Act (RLTA) (RCW 59.18) and what other jurisdictions are doing to address tenant protections. The City work group prepared a draft list of potential measures that the City could undertake. The City Council discussed the draft list of potential measures at a worksession on March 26, 2019 and moved one potential measure to an action item.

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

Since 2019, the state legislature has passed a number of bills on the state level addressing tenant protections in the RLTA.

The draft list of potential measures was updated on May 14, 2019 to address actions taken by the state legislature and governor through the following:

- ESHB 1138 "Concerning the armed forces exceptions for giving notice of termination of a tenancy" effective April 17, 2019
- ESHB 1440 "Providing longer notice of rent increases" effective April 23, 2019
- ESSB 5600 "Concerning residential tenant protections" effective May 9, 2019
- HB 1462 "Providing notice of plans to demolish, substantially rehabilitate, or change use of residential premises" effective July 28, 2019

The draft list of potential measures was updated on November 15, 2021 to address taken by the state legislature and governor through the following:

- ESHB 1236 "Residential Tenancies—Various Provisions" effective May 10, 2021
- ESSHB 1272 "Eviction Prevention—Recorded Document Surcharge" effective July 25, 2021
- EHB 1694 "Tenants—Payments in Installments" effective June 11, 2020
- HB 2535 "Past Due Rent—Tenant Grace Period" effective June 11, 2020
- ESSSB 5160 "Landlord and Tenant Relations" effective April 22, 2021
- ESSB 6378 "Residential Tenants—Various Provisions" effective June 11, 2020, Except for sections 5 through 8, which become effective April 2, 2020

In addition, the draft list of potential measures was updated on December 12, 2019 to reflect the Washington Supreme Court decisions on November 14, 2019 in *Yim v. Seattle I* (No. 98513.-1) and *Yim v. Seattle II* (No. 96817-9) which found first in time preference for rental housing applicants constitutional.

In December 2019, 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. There were some regional discussions, but no actions were taken before the COVID pandemic started in early 2020 and the state had to undertake emergency statewide tenant protection actions.

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

III. Housing Action Plan Actions and All Potential Measures

A. Housing Action Plan Actions

The *Tumwater Housing Action Plan* adopted in September 2021 contains three strategies and ten actions that the City has agreed to undertake that are most relevant to addressing tenant protections. A full description of the actions, including their implementation status, effort to implement, effect on housing supply, comments, and City resources needed is found in Appendix 1.

Strategy 1: Increase the supply of permanent, income-restricted affordable housing.

Action 1.k. Enhance enforcement of property maintenance codes to keep housing in good repair.

Strategy 2: Make it easier for households to access housing and stay housed.

- 2.a. Have developers provide tenants displaced by redevelopment with relocation assistance.
- 2.c. Adopt short-term rental regulations to minimize impacts on long-term housing availability.
- 2.d. Support down payment assistance programs for homeownership and programs that assist people entering the rental market.
- 2.e. Identify and implement appropriate tenant protections that improve household stability.
- 2.f. Develop a technical assistance or education program for small landlords.
- 2.g. Assist non-profits in the process of acquiring mobile home parks to turn them into public trusts so that lot rental fees can be controlled.
- 2.h. Fund an energy assistance program for rental housing/make landlords do upgrades when the unit is sold.

Strategy 5: Continually build on resources, collaboration, and public understanding to improve implementation of housing strategies.

- 5.b. Fund Housing Navigators to assist households, renters, homeowners, and landlords with housing issues.

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

B. Potential Measures to Consider for Amendments to the Tumwater Municipal Code

With the end of the state moratorium on evictions, in the fall of 2021 the City work group discussed the following draft list of potential measures to consider for amendments to the Tumwater Municipal Code and evaluated what measures should be developed further. A full description of the potential measures, including potential positives and negatives, and discussion are found in Appendix 2. The City work group **Go** or **No Go** recommendation follows each potential measure.

- Measure 1: Prohibit use of online bidding platforms **No Go**
- Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants **Go**
- Measure 3: Require that deposits, as well as recurring and one time fees be in written agreements **Go**
- Measure 4: Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties **Go**
- Measure 5: Prohibit waiving of city requirements **Go**
- Measure 6: Prohibit retaliation **No Go**
- Measure 7: Require notification a set number of days prior to eviction due and of no-cause eviction **Go**
- Measure 8: Require notification a set number of days prior to any rent increase **Go**
- Measure 9: Require a landlord to allow a tenant to pay the deposit and move in and administrative fees over a period of up to a number of months and allow tenants the ability to pay security and last month rent over a period of three months after moving in in lieu of upfront so there is less initial barrier to entry **No Go**
- Measure 10: Add source of income protections in housing rental code **No Go**
- Measure 11: Add citizenship status protections in housing rental code **No Go**
- Measure 12: Limit fees a landlord could charge **No Go**
- Measure 13: First-in-time tenancy required **No Go**
- Measure 14: Add criminal conviction status protections in housing rental code **No Go**
- Measure 15: Require landlords to show good cause to terminate a month-to-month tenancy and to refuse to renew a fixed term tenancy **No Go**
- Measure 16: Tenant relocation assistance fund **No Go**

Measure 17: Provide relocation payment for any low-income tenant displaced by the reasons in Measure #7 **No Go**

C. Potential Measures to Consider for Education and Communication

In addition, the City work group discussed the following draft list of potential measures to consider for education and communication and evaluated what measures should be developed further. A full description of the potential measures, including potential positives and negative, and discussion are found in Appendix 3. The City work group **Go** or **No Go** recommendation follows each potential measure.

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

Measure 19: Contract with Dispute Resolution Center for tenant and landlord conflict resolution services **Go**

IV. **Proposed Actions and Measures for City Council Discussion in Order of Priority to Undertake**

The table below integrates *Tumwater Housing Action Plan* actions and City work group measures in a suggested order of priority to address the Action #9 in Resolution No. R2018-016 for City Council consideration.

The list includes actions and potential measures that could be considered as amendments to the Tumwater Municipal Code as well as actions and potential measures that could be addressed through education and communication efforts led by the City. For most of the actions and potential measures, the City Council should discuss developing a communications strategy to let landlords and tenants know what the City is doing, a schedule for staff to develop and run the programs, and funding through the 2023-24 biennial budgeting process for staffing and other costs.

As part of the communications strategy for the adoption of such actions and potential measures, 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 the actions and potential measures considered. The updated draft list of actions and potential measures could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts and to renew suggestions for regional action.

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 City work group recommends starting implementation with Items 1, 2, and 3 in the table below.

Suggested Priority	<i>Tumwater Housing Action Plan actions and City work group measures</i>
1	<p>Measure 18: <i>Create a list of landlords for communication regarding notices and enforcement</i></p> <p>Action 5.d. <i>Establish a rental registration program to improve access to data and share information with landlords.</i></p> <ul style="list-style-type: none"> • A list of landlords will be needed to make existing and proposed regulations below effective • This may be best considered as a regional action. • The program could focus only on multifamily developments with five (5) or more units in a complex or on all rental units regardless of size (single-family, duplex, triplex, fourplex, or multifamily rentals) • It could 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 4) or the City of Auburn’s program (one (1) or more rental units require a City Rental License. See Appendix 5). • Staff reviewed the City of Aberdeen’s program, which appears to focus primarily on inspections of rental property for maintenance and upkeep (See Appendix 6). • Cost and resources needed would depend on scope of the program. • 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 <i>Business Taxes, Licenses and Regulations</i> and funding for staffing through the 2023-24 biennial budgeting process. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first. • See Appendix 7 for a proposal for the program.

Suggested Priority	<i>Tumwater Housing Action Plan actions and City work group measures</i>
2	<p data-bbox="362 306 1409 380"><i>Measure 19: Contract with Dispute Resolution Center for tenant and landlord conflict resolution services</i></p> <ul data-bbox="362 401 1409 1066" style="list-style-type: none"> <li data-bbox="362 401 1409 632">• Mediation of disputes by an independent third party (RCW 59.18.315) is an option both parties can agree to, and it is free of charge. Dispute Resolution Centers serve this purpose and operate in all counties. There are also statewide organizations like the Tenants Union of Washington State that can help tenants connect with legal services. It would avoid the cost and time of going through the court system. <li data-bbox="362 653 1409 726">• City Council would decide if it would pay full or subsidized cost up to a particular amount. Prices range on length of interaction. <li data-bbox="362 747 1409 779">• A communications strategy will be needed. <li data-bbox="362 800 1409 915">• This action will require City Council approval of a contract and an annual funding amount for the Dispute Resolution Center through the 2023-24 biennial budgeting process. <li data-bbox="362 936 1409 1010">• The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first. <li data-bbox="362 1031 1409 1066">• See Appendix 8 for a proposal for the program.

3	<p>Action 2.e. <i>Identify and implement appropriate tenant protections that improve household stability.</i></p> <ul style="list-style-type: none"> Such tenant projections could include code amendments as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> that would address the following: <p><i>Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants</i></p> <ul style="list-style-type: none"> Would need to develop set of standard required information Better landlord and tenant education Best if cross jurisdictional <p><i>Measure 3: Require that deposits, as well as recurring and one time fees be in written agreements</i></p> <ul style="list-style-type: none"> Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer <p><i>Measure 4: Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties</i></p> <ul style="list-style-type: none"> Right to council for indigent tenants per RCW 59.18.640 City provides education packet and requires information Civil penalties would likely be available a deterrent Would likely be applicable only if a court case is filed <p><i>Measure 5: Prohibit waiving of city requirements</i></p> <ul style="list-style-type: none"> Same waiver protections for municipal requirements as RLTA (RCW 59.18.230) <p><i>Measure 7: Require notification a set number of days prior to eviction due and of no-cause eviction</i></p> <ul style="list-style-type: none"> State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236 Would 90 days be more useful and when would be the best situations? For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord Need to review state law for exemptions for military families. <p><i>Measure 8: Require notification a set number of days prior to any rent increase</i></p>
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Suggested Priority	<i>Tumwater Housing Action Plan actions and City work group measures</i>
	<ul style="list-style-type: none"> • 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019 • Do we want to go to 90 days? • See City of Kenmore example • Discuss with Elisa Sparkman with the Thurston County Housing Action Team, and the County Healthy Homes Program • Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. The City work group recommends starting this program with larger rental properties. • This action is expected to require a high level of effort to implement and have a medium effect on housing supply. • A communications strategy will be needed. • This action will require City Council consideration of an ordinance to amend TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> and funding for staffing through the 2023-24 biennial budgeting process. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first.
4	<p><i>Action 5.b. Fund Housing Navigators to assist households, renters, homeowners, and landlords with housing issues.</i></p> <ul style="list-style-type: none"> • It would be good to have an ombudsperson resource for renters established through the Regional Housing Authority or another regional organization. • Discuss further with Thurston County Coordinated Entry program • Use trained volunteers were possible. • A communications strategy will be needed. • This action is expected to require a high level of effort to implement and have a medium effect on housing supply. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.

Suggested Priority	<i>Tumwater Housing Action Plan actions and City work group measures</i>
5	<p>Action 1.k. Enhance enforcement of property maintenance codes to keep housing in good repair.</p> <ul style="list-style-type: none"> • Move beyond the current complaint driven process, to consider periodic inspections of rental property such as mold/vermin inspections. • Suggest starting as a voluntary program. • Review City of Lacey, City of Pasco, and City of Aberdeen’s programs and look at cost to tenant. • A communications strategy will be needed. • This action is expected to require a high level of effort to implement and have a medium effect on housing supply. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.
6	<p>Action 2.f. Develop a technical assistance or education program for small landlords.</p> <ul style="list-style-type: none"> • This action is expected to require a medium level of effort to implement and have a medium effect on housing supply. • A communications strategy will be needed. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.
7	<p>Action 2.h. Fund an energy assistance program for rental housing/make landlords do upgrades when the unit is sold.</p> <ul style="list-style-type: none"> • This action is expected to require a medium level of effort to implement and have a low effect on housing supply. • A communications strategy will be needed. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.

Suggested Priority	<i>Tumwater Housing Action Plan actions and City work group measures</i>
8	<p>Action 2.g. Assist non-profits in the process of acquiring mobile home parks to turn them into public trusts so that lot rental fees can be controlled.</p> <ul style="list-style-type: none"> • This action is expected to require a high level of effort to implement and have a medium effect on housing supply. • A communications strategy will be needed. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.
9	<p>Action 2.d. Support down payment assistance programs for homeownership and programs that assist people entering the rental market.</p> <ul style="list-style-type: none"> • While it is beyond the financial capacity of the City to manage such programs and it would be better as state or regional programs, the City could support regional programs with non-profit management. • A communications strategy will be needed. • This action is expected to require a high level of effort to implement and have a medium effect on housing supply. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.
10	<p>Action 2.c. Adopt short-term rental regulations to minimize impacts on long-term housing availability.</p> <ul style="list-style-type: none"> • City staff will consider the work necessary to implement the action if we start to see a problem, but the work has not been scheduled. • Consider requiring on site ownership for accessory dwelling units used as short-term rentals. • A communications strategy will be needed. • This action is expected to require a high level of effort to implement and have a low effect on housing supply. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.

Suggested Priority	<i>Tumwater Housing Action Plan actions and City work group measures</i>
11	<p><i>Action 2.a. Have developers provide tenants displaced by redevelopment with relocation assistance.</i></p> <ul style="list-style-type: none"> • It may be best implemented through funding to nonprofits, CDBG funding, and work through policies from the Regional Housing Council. • Research housing impact fee. • A communications strategy will be needed. • This action is expected to require a high level of effort to implement and have a medium effect on housing supply. • The City workgroup recommends that the City Council work on Suggested Priority actions #1, 2, and 4 first and then revisit this item.








V. Additional Notice Required

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

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







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

Appendix 1. Tumwater Housing Action Plan – Actions Related to Landlords, Tenants, and Rentals

Strategy 1: Increase the supply of permanent, income-restricted affordable housing.		Implementation Status	Effort to Implement	Effect on Housing Supply	Comment	City Resources Needed
Action						
1.k. Enhance enforcement of property maintenance codes to keep housing in good repair. <i>Gaps/Needs Addressed:</i>   			H	M	The City is currently implementing this action and may look at moving beyond the current complaint driven process, to consider periodic inspections of rental property such as mold/vermin inspections. Suggest starting as a voluntary program. Review City of Lacey, City of Pasco, and City of Aberdeen's programs and look at cost to tenant.	<ul style="list-style-type: none"> Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.
Strategy 2: Make it easier for households to access housing and stay housed.		Implementation Status	Effort to Implement	Effect on Housing Supply	Comment	City Resources Needed
Action						
2.a. Have developers provide tenants displaced by redevelopment with relocation assistance. <i>Gaps/Needs Addressed:</i>  			H	M	The City will consider the work necessary to implement the action, but the work has not been scheduled. More details would need to be provided for the action. It may be best implemented through funding to nonprofits, CDBG funding, and work through policies from the Regional Housing Council. Research housing impact fee.	<ul style="list-style-type: none"> Funding for displacement assistance from developers. Funding for running program through the City Council's biennial budgeting process Time for staff to develop and run such a program.








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Strategy 2: Make it easier for households to access housing and stay housed.		Implementation Status	Effort to Implement	Effect on Housing Supply	Comment	City Resources Needed
Action						
2.c. Adopt short-term rental regulations to minimize impacts on long-term housing availability. <i>Gaps/Needs Addressed:</i>  			H	L	The City will consider the work necessary to implement the action if we start to see a problem, but the work has not been scheduled. Consider requiring on site ownership for accessory dwelling units used as short-term rentals.	<ul style="list-style-type: none"> Time for staff to review and develop ordinance updating development code. Time for the Planning Commission to review and the City Council to review and approve an ordinance. Time for staff to develop and run such a program.
2.d. Support down payment assistance programs for homeownership and programs that assist people entering the rental market. <i>Gaps/Needs Addressed:</i>  			H	M	The City will consider the work necessary to implement the action if we start to see a problem, but the work has not been scheduled. While it is beyond the financial capacity of the City to manage such programs and it would be better as state or regional programs, the City could support regional programs with non-profit management.	<ul style="list-style-type: none"> Time for staff to review and develop ordinance updating development code. Time for staff to develop and run such a program.

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Strategy 2: Make it easier for households to access housing and stay housed.		Implementation Status	Effort to Implement	Effect on Housing Supply	Comment	City Resources Needed
Action						
<p>2.e. Identify and implement appropriate tenant protections that improve household stability.</p> <p><i>Gaps/Needs Addressed:</i></p>   			H	M	<p>The City has begun the work necessary to implement the action, but it is not yet fully implemented as part of Rental Housing Amendments.</p> <p>Resolution No. R2018-016 Homelessness and Affordable Housing identified Action 9) <i>Enact policies to protect tenants experiencing housing instability</i> under B) <i>Boost Housing Affordability – Actions to increase affordable housing</i> to address this action.</p> <p>Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. Start this program with larger rental properties.</p>	<ul style="list-style-type: none"> Time for staff to review and develop ordinance updating development code. Time for the Planning Commission to review and the City Council to review and approve an ordinance. Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.
<p>2.f. Develop a technical assistance or education program for small landlords.</p> <p><i>Gaps/Needs Addressed:</i></p>  			M	M	<p>The City will consider the work necessary to implement the action, but the work has not been scheduled.</p>	<ul style="list-style-type: none"> Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.

Strategy 2: Make it easier for households to access housing and stay housed.		Implementation Status	Effort to Implement	Effect on Housing Supply	Comment	City Resources Needed
Action						
<p>2.g. Assist non-profits in the process of acquiring mobile home parks to turn them into public trusts so that lot rental fees can be controlled.</p> <p><i>Gaps/Needs Addressed:</i></p> <div>   </div>			H	M	The City will consider the work necessary to implement the action, but the work has not been scheduled.	<ul style="list-style-type: none"> Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.
<p>2.h. Fund an energy assistance program for rental housing/make landlords do upgrades when the unit is sold.</p> <p><i>Gaps/Needs Addressed:</i></p> <div>   </div>			M	L	The City will consider the work necessary to implement the action, but the work has not been scheduled.	<ul style="list-style-type: none"> Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.

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<p>Strategy 5: Continually build on resources, collaboration, and public understanding to improve implementation of housing strategies.</p> <p>Action</p>	<p>Implementation Status</p>	<p>Effort to Implement</p>	<p>Effect on Housing Supply</p>	<p>Comment</p>	<p>City Resources Needed</p>
<p>5.b. Fund Housing Navigators to assist households, renters, homeowners, and landlords with housing issues.</p> <p><i>Gaps/Needs Addressed:</i></p>   		<p>H</p>	<p>M</p>	<p>The City will consider the work necessary to implement the action, but the work has not been scheduled.</p> <p>It would be good to have an ombudsperson resource for renters established through the Regional Housing Authority or another regional organization.</p> <p>Use trained volunteers were possible.</p>	<ul style="list-style-type: none"> Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.
<p>5.d. Establish a rental registration program to improve access to data and share information with landlords.</p> <p><i>Gaps/Needs Addressed:</i></p>   		<p>H</p>	<p>L</p>	<p>The City has begun the work necessary to implement the action, but it is not yet fully implemented as part of Rental Housing Amendments.</p> <p>Resolution No. R2018-016 Homelessness and Affordable Housing identified Action 9) <i>Enact policies to protect tenants experiencing housing instability</i> under B) <i>Boost Housing Affordability – Actions to increase affordable housing</i> to address this action.</p> <p>This may be best considered as a regional action.</p> <p>A rental registration program will give the City a way to educate landlords about issues.</p>	<ul style="list-style-type: none"> Funding through the City Council's biennial budgeting process. Time for staff to develop and run such a program.

Key to Housing Action Plan Tables Above

1. Seven gaps identified in the Housing Needs Assessment:



Affordability. Reduce the cost of housing for low-income and cost-burdened households.



Supply. Increase the inventory of housing for all households.



Variety. Increase the variety of housing sizes and types



Seniors. Increase the stock of housing options needed for aging seniors.



Improvements. Maintain the existing housing stock, including improving energy efficiency and air quality.



Stability. Increase household wealth by providing safe, stable options for rental housing and pathways to homeownership.



Supportive Housing. Increase permanent housing options for people with disabilities and those at risk of or experiencing homelessness.

2. Implementation status for the City, as represented by the following symbols:



The action is pending – the City has begun the work necessary to implement the action, but it is not yet fully implemented.



The action will be considered – the City will consider the work necessary to implement the action, but the work has not been scheduled.

3. Effort to Implement:

High – Action would require significant resources to implement (funding, staff, political effort, etc.)

Medium – Action would require medium resources to implement (funding, staff, political effort, etc.)

Low – Action would require few resources to implement (funding, staff, political effort, etc.)

N/A – Action not applicable to the City

4. Effect on Housing Supply:

High – Action would result in a significant increase in desired housing units

Medium – Action would result in a medium increase in desired housing units

Low – Action would result in a small increase in desired housing units

N/A – Action not applicable to the City

Appendix 2: Measures Considered for Amendments to Tumwater Municipal Code

	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
1	Prohibit use of online bidding platforms	<ul style="list-style-type: none"> • Easy policy decision • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Is this addressing an issue in the City? • Potentially difficult to enforce 	<ul style="list-style-type: none"> • Not clear if this is an issue in the City • Would need communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> 	Originally Go Recommend No Go as this has not been demonstrated to be an issue in the City
2	Require landlords to distribute certain housing related information, including rights and responsibilities to tenants	<ul style="list-style-type: none"> • Easy policy decision • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • May need to require landlord registration to identify landlords operating in the City • Would need to develop set of standard required information (See footnote on the City of Auburn’s requirements)¹ • Better landlord and tenant education • Would need communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> 	Originally Go Recommend Go

- ¹ As an example, 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)

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	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
3	Require that deposits, as well as recurring and one time fees be in written agreements	<ul style="list-style-type: none"> Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer Best if cross jurisdictional Could include in as part of Measure #2 	<ul style="list-style-type: none"> How would this be enforced? How would this address month-to-month leases and leases of less than a year? Not clear if necessary 	<ul style="list-style-type: none"> Not clear if required for leases less than one year Would need communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> 	Originally Go Recommend Go

- 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.

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	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
4	Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties	<ul style="list-style-type: none"> Would be tied to other municipal code measures Best if cross jurisdictional 	<ul style="list-style-type: none"> Only applicable to municipal ordinances Would likely be applicable only if a court case is filed 	<ul style="list-style-type: none"> Right to council for indigent tenants per RCW 59.18.640, may need to update forms If City provides education packet and requires information Would need communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> Civil penalties would likely be available a deterrent 	Originally Go Recommend Go
5	Prohibit waiving of city requirements	<ul style="list-style-type: none"> Same waiver protections for municipal requirements as RLTA (RCW 59.18.230) Best if cross jurisdictional 	<ul style="list-style-type: none"> Court case 	<ul style="list-style-type: none"> Is this needed if policies are set? Would need communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> Civil penalties would likely be available a deterrent 	Originally Go Recommend Go
6	Prohibit retaliation	<ul style="list-style-type: none"> Protects those who seek to pursue their legal rights for municipal law as RLTA (RCW 59.18) Best if cross jurisdictional 	<ul style="list-style-type: none"> Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> Addressed by RCW 59.18.240 <i>Reprisals or retaliatory actions by landlord—Prohibited</i> Would need communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> Civil penalties would likely be available a deterrent 	Originally Go Recommend No Go as this has been addressed at the state level

	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
7	Require notification a set number of days prior to eviction due and of no-cause eviction	<ul style="list-style-type: none"> • Could set policy for all rent increases • Makes the most impact • Best if cross jurisdictional 	<ul style="list-style-type: none"> • May incentivize regular percentage increases under threshold • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236 “Residential Tenancies—Various Provisions” effective May 10, 2021 (RCW 59.18) • Would 90 days be more useful and when would be the best situations? • For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord (RCW 59.18.200) added by HB 1462 • Related to the no cause eviction • Would need major communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> • May address the new “Fourteen-Day Notice to Pay Rent or Vacate the Premises” that is a part of ESSB 5600 • May address the new requirements for a 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019 	Originally Go Recommend Go
8	Require notification a set number of days prior to any rent increase	<ul style="list-style-type: none"> • Makes the most impact • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019 • Do we want to go to 90 days? • See City of Kenmore example • Would need major communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> 	Originally Go Recommend Go

	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
9	Require a landlord to allow a tenant to pay the deposit and move in and administrative fees over a period of up to a number of months and allow tenants the ability to pay security and last month rent over a period of three months after moving in in lieu of upfront so there is less initial barrier to entry	<ul style="list-style-type: none"> • Would help address the economic issues • Very helpful for low or medium income renters • Address month to month costs • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Has this been challenged? • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • RCW 59.18.253 limits the deposit to hold to 25% of first month's rent • RCW 59.18.610 allows for payments in installments any deposits, nonrefundable fees, and last month's rent without penalty or interest • Tied to term of lease • Payment period could be over three to four months • Would need major communications strategy • Could be addressed as a potential code amendment as part of a new "Rental Housing Code" chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> 	Originally Go Recommend No Go as this has been addressed at the state level
10	Add source of income protections in housing rental code	<ul style="list-style-type: none"> • Easy policy change • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • Source of income protected under state law (RCW 59.18.255) in 2018 • "Fair chance housing" • Would need communications strategy • Proposed code amendments to TMC 5.70 <i>Unfair Housing Practices</i> and as part of new "Rental Housing Code" chapter in TMC Title 5 <i>Business Taxes, Licenses and Regulations</i> 	Originally Go Recommend No Go
11	Add citizenship status protections in housing rental code	<ul style="list-style-type: none"> • Easy policy change • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce • Potential conflict with federal law 	<ul style="list-style-type: none"> • Citizenship status protections found in RCW 49.60.222 <i>Unfair practices with respect to real estate transactions, facilities, or services.</i> • Source of income protected under RLTA, but not citizenship status • "Fair chance housing" 	Originally Go Recommend No Go

	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
12	Limit fees a landlord could charge	<ul style="list-style-type: none"> Would help address economic issues Best if cross jurisdictional 	<ul style="list-style-type: none"> Regulating actual business decisions Potentially difficult to communicate or enforce How would fees be justified? Needs further research 	<ul style="list-style-type: none"> Did not find a cap on a security deposit in RLTA Possible limits on nonrefundable fees Security deposit would not be more than one month's rent Would need major communications strategy No action will be taken on this option for now 	Originally No Go Recommend No Go
13	First-in-time tenancy required	<ul style="list-style-type: none"> First qualified applicant accepted Best if cross jurisdictional 	<ul style="list-style-type: none"> Difficult to communicate and enforce May not address economic issues Would need source of income 	<ul style="list-style-type: none"> Equity issue – See Seattle example Can the City purchase a database of owners of rental property? Would need major communications strategy Washington Supreme Court decisions on November 14, 2019 in the Yim v. Seattle I (No. 98513.-1) and Yim v. Seattle II (No. 96817-9) which found first in time preference for rental housing applicants constitutional. 	Originally No Go Recommend No Go
14	Add criminal conviction status protections in housing rental code	<ul style="list-style-type: none"> Best if cross jurisdictional 	<ul style="list-style-type: none"> Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> Recommended that this be addressed at state level Source of income protected under state law, but not criminal conviction status "Fair chance housing" Seattle includes criminal conviction status Would need major communications strategy No action will be taken on this option 	Originally No Go Recommend No Go

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	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
15	Require landlords to show good cause to terminate a month-to-month tenancy and to refuse to renew a fixed term tenancy	<ul style="list-style-type: none"> Best if cross jurisdictional 	<ul style="list-style-type: none"> Often tenants appreciate month to month flexibility Potentially difficult to communicate or enforce Takings analysis required 	<ul style="list-style-type: none"> State law requires a 60-day notice period to end tenancy unless specific conditions are met per ESHB 1236 “Residential Tenancies—Various Provisions” effective May 10, 2021 Add this to notice requirements discussion elsewhere in this table Would need major communications strategy Is this legal? No action will be taken on this option 	Originally No Go Recommend No Go
16	Tenant relocation assistance fund	<ul style="list-style-type: none"> Addresses economic relocation Not for cause 	<ul style="list-style-type: none"> Would need more study to determine criteria and funding Current City of Portland litigation 	<ul style="list-style-type: none"> HB 1277 in 2021 established a \$100.00 surcharge on certain recorded documents to fund various housing services. It also creates the Eviction Prevention Rental Assistance Program and requires Commerce to develop performance metrics for each county receiving funding from the surcharge and to dedicate a portion of funding to performance-based allocations Could be property owner funded Some programs go through a municipality, while other directly to a tenant Would need major communications strategy No action will be taken on this option 	Originally No Go Recommend No Go

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	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No Go
17	Provide relocation payment for any low-income tenant displaced by the reasons in Measure #7	<ul style="list-style-type: none"> Best if cross jurisdictional 	<ul style="list-style-type: none"> Potentially difficult to communicate or enforce Could be a disincentive to property fixes or improvements Would need an income standard 	<ul style="list-style-type: none"> HB 1277 in 2021 established a \$100.00 surcharge on certain recorded documents to fund various housing services. It also creates the Eviction Prevention Rental Assistance Program and requires Commerce to develop performance metrics for each county receiving funding from the surcharge and to dedicate a portion of funding to performance-based allocations Long term Would need major communications strategy No action will be taken on this option 	Originally No Go Recommend No Go

Appendix 3: Measures Considered for Education and Communication

	Measures	Potential Positives	Potential Negatives	Discussion	Staff Go or No
18	Create a list of landlords for communication regarding notices and enforcement	<ul style="list-style-type: none"> A list will be needed to make existing and proposed regulations effective 	<ul style="list-style-type: none"> Potentially difficult to generate 	<ul style="list-style-type: none"> List would include name, contact information, number of units, and location of units Would need communications strategy 	Originally Go Recommend Go
19	Contract with Dispute Resolution Center for tenant and landlord conflict resolution services	<ul style="list-style-type: none"> Easy service to test for use 	<ul style="list-style-type: none"> No clear incentives for sides to engage once in conflict Landlord has upper hand in power dynamic Cost of Dispute Resolution Center services 	<ul style="list-style-type: none"> The Landlord-Tenant Act (RCW 59.18) has remedies and procedures to resolve most landlord-tenant issues. Mediation of disputes by an independent third party (RCW 59.18.315) is an option both parties can agree to, and it is free of charge. Dispute Resolution Centers serve this purpose and operate in all counties. There are also statewide organizations like the Tenants Union of Washington State that can help tenants connect with legal services. City would pay full or subsidized cost up to a particular amount Prices range on length of interaction Would need communications strategy 	Originally Go Recommend Go

Appendix 4: 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 5: City of Auburn – Residential Rental Registration Program

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

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

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.

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

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 6: 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 7: Draft City of Tumwater Rental Registration Program Scope

Intent

The 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 (proposed)*, TMC 5.80 *Rental Housing Registration Program (proposed)*, and the TMC 15.18 *International Property Maintenance Code* and their 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 thereafter.

Considerations

The City Council should discuss funding for staffing through the City Council's 2023-24 biennial budgeting process, 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 registering multifamily residential rental projects (projects with five or more rental units) initially to allow for testing of the program before expansion.
- b) Once the program is running for registering multifamily residential rental projects (projects with five or more rental units, the recommendation is that the program would be expanded to register 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 register their property when they first have a residential tenant in the rental space.
- d) Registrations would be renewed annually.
- e) There would be exceptions from the registration process for uses such as short-term commercial rentals such as airbnbs, motels, hotels, bed and breakfasts, as well as adult

family homes, group foster homes, residential care facilities, senior housing facilities, impatient facilities, hospitals, and publicly owned housing, such as Thurston Housing Authority projects.

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 (proposed)*
 - iv) TMC 5.80 *Rental Housing Registration Program (proposed)*
 - 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 must 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.

4) Cost

- a) Property owners would pay a small 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.
- b) City general government funds would be expected to cover the rest of the costs, potentially in the \$100,000 to \$150,000 annual range.
- c) 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 program. This FTE could also function 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 the rental housing navigator role as well.

6) Timeline

- a) Public engagement process with tenants, small and large landlords, and property maintenance companies in Spring 2022.
- b) Prepare ordinance 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 Summer 2022.
- c) Initial authorization and annual funding would be through the 2023-24 biennial budgeting process.

Appendix 8: Draft City of Tumwater Dispute Resolution Center Proposal

Intent

The intent of the proposal would be to provide direct City support for the mediation of landlord-tenant disputes by an independent third party (RCW 59.18.315). The Dispute Resolution Center serves this purpose in Thurston County and provides a way to avoid the cost and time of going through the court system.

Considerations

The City Council should discuss funding through the City Council's 2023-24 biennial budgeting process, the schedule for staff to develop and run such a program, and staffing, as well developing a communications strategy to let landlords and tenants know what the City is doing.

Draft Scope

1) Establish Initial Scope of Services

- a) Staff would work with the Dispute Resolution Center to determine the following:
 - i) The scope of what the Dispute Resolution Center services could cover;
 - ii) The costs of such services;
 - iii) Whether the sliding scale for clients could be used if the City pays to offset costs; and
 - iv) What other Dispute Resolution Center services could the City include in the contract?
- b) Staff would determine the answer to the following question:
 - i) When does the 10-day notice for eviction officially go on the record?
- c) Staff would prepare a scope of services with options and costs for consideration by the City Council.

2) Cost

- a) City Council would decide if it would pay full or subsidized cost up to a particular amount. Prices would need to be determined after discussions with the Dispute Resolution Center, but typically depend on the length of interaction.
- b) City general government funds would be expected to be used for this purpose, potentially in the \$50,000 to \$100,000 annual range.

3) Staffing

- a) Not sure if there would be a need for City staffing beyond sending the funds to the Dispute Resolution Center.

4) Timeline

- a) Public engagement process with tenants, small and large landlords, and property maintenance companies in Spring 2022.
- b) Initial authorization and annual funding would be through the 2023-24 biennial budgeting process.