



White Salmon City Council Meeting

A G E N D A

January 06, 2021 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 850 4020 8284 Passcode: 698190

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

We ask that the audience call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption. Thank you.

Call to Order, Presentation of the Flag and Roll Call

Public Comment

Public comment will not be taken during the teleconference. Public comment submitted by email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, January 6, 2021 will be read during the city council meeting and forwarded to all city council members. Please include in the subject line "Public Comment – January 6, 2021 Council Meeting." ***Please indicate in your comments whether you live in or outside of the city limits of White Salmon.***

Changes to the Agenda

Presentations

1. Draft Klickitat County Solid Waste Management Plan - Ruby Irving, Klickitat County Solid Waste Director

Business Items

2. Ordinance 2021-01-1072, Amending WSMC 18.35 City Tree Ordinance
 - a. Presentation
 - b. Public HearingWritten comments may be submitted to janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, January 6, 2021 noting in the subject line "Public Hearing – Ordinance 2021-01-1072 Amending WSMC 18.35." All written comments will be read during the public hearing. In addition, any individual who wishes to testify via the teleconference will be allowed to do so. You must register with the city (by contacting Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, January 6, 2021) that you desire to testify via teleconference and provide your name and/or phone number as it will appear during the Zoom teleconference.
 - c. Discussion
 - d. Action
3. Resolution 2021-01-514, Adopting List of Acceptable Trees for Planting in Public Places
 - a. Presentation and Discussion
 - b. Action
4. Ordinance 2021-01-1073, Adopting WSMC 8.60 Rental Housing Code
 - a. Presentation
 - b. Public HearingWritten comments may be submitted to janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, January 6, 2021 noting in the subject line "Public Hearing – Ordinance 2021-01-1073 Adopting WSMC 8.60." All written comments will be read during the public hearing. In

addition, any individual who wishes to testify via the teleconference will be allowed to do so. You must register with the city (by contacting Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, January 6, 2021) that you desire to testify via teleconference and provide your name and/or phone number as it will appear during the Zoom teleconference.

c. Discussion

d. Action

Consent Agenda

5. Approval of Meeting Minutes - December 16, 2020 (to be posted on Mon. January 4)
6. Approval of Vouchers

Department Head and City Council Reports

Executive Session (if needed)

Adjournment

File Attachments for Item:

1. Draft Klickitat County Solid Waste Management Plan - Ruby Irving, Klickitat County Solid Waste Director



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 6, 2021
Agenda Item: Draft Klickitat County Solid Waste Management Plan
Presented By: Ruby Irving, Klickitat County Solid Waste Director

Action Required

None at this time.

Motion

None at this time.

Explanation of Issue

Klickitat County is required to update its Solid Waste Management Plan. Representations from the three cities (Jason Hartmann and most recently Joe Turkiewicz represent White Salmon) and the county have been working on the update. Each jurisdiction will adopt the final plan through a resolution.

Ruby Irving, Klickitat County Solid Waste Director will make a presentation at the January 6 city council meeting and be available to answer any questions.

The draft Klickitat County Solid Waste Management Plan will be provided under "Supporting Documents" for the January 6 meeting.

Staff Recommendation

None at this time.

File Attachments for Item:

2. Ordinance 2021-01-1072, Amending WSMC 18.35 City Tree Ordinance

a. Presentation

b. Public Hearing

c. Discussion

d. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 6, 2021
Agenda Item: Ordinance 2021-01-1072, Amending WSMC 18.35 City Tree Ordinance
Presented By: Jan Brending, Clerk Treasurer

Action Required

Adoption of Ordinance 2021-01-1072, Amending WSMC 18.35 City Tree Ordinance.

Motion

Move to adopt Ordinance 2021-01-1072, Amending WSMC 18.35 City Tree Ordinance upon first reading.

Explanation of Issue

The Tree Board has been working on proposed amendments to WSMC 18.35 City Tree Ordinance. The proposed amendments are recommendations from the Tree Board and have been reviewed by staff and the city's attorney. The proposed amendments are minor wording changes and clarifications.

A public hearing will be held on January 6, 2021 and adoption of the ordinance is scheduled for the same meeting.

Staff Recommendation

Staff and the Tree Board recommend adoption of Ordinance 2021-01-1072, Amending WSMC 18.35 City Tree Ordinance.

CITY OF WHITE SALMON WASHINGTON
ORDINANCE NO. 2021-01-1072
AMENDING WHITE SALMON MUNICIPAL CODE 18.35 CITY TREE ORDINANCE

WHEREAS, the City of White Salmon values its natural setting and the environmental and esthetic benefits trees provide to the community, and

WHEREAS, the City is endowed with world-class view corridors to the Columbia River and Mount Hood, providing a unique quality of life and value to residents and tourists alike; and

WHEREAS, city trees provide shade and beauty, but may block view sheds or present hazards unless properly located, planted and maintained throughout the community; and

WHEREAS, certain tree species are better suited for particular locations throughout the city, depending on the tree size, canopy shape, root impacts to city infrastructure, leaf debris, and so forth; and

WHEREAS, the City of White Salmon adopted a City Tree Ordinance (WSMC 18.35) in 2017; and

WHEREAS, the City of White Salmon believes it is necessary to make revisions to WSMC 18.35.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON DO ORDAIN:

SECTION 1. White Salmon Municipal Code 18.35 City Tree Ordinance is hereby amended as follows:

Key: Deleted: ~~strikethrough~~
Added: underlined

Chapter 18.35 - CITY TREE ORDINANCE

18.35.010 - Definitions.

- (a) Street Trees: "Street Trees" are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the city.
- (b) Park Trees: "Park ~~T~~Trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the city, or to which the public has free access as a park.
- (c) City Trees: "City Trees" are all trees located on city property and include without limitation, Street Trees and Park Trees.

18.35.020 - Creation and Establishment of a City Tree Board.

There is hereby created and established a City Tree Board for the City of White Salmon, Washington which shall consist of five members, two of which shall be city council members and three shall be citizens and residents at large of this city, who shall be appointed by the mayor with the approval of the council.

18.35.030 - Term of Office.

The term of the five persons to be appointed by the mayor shall be three years ~~except that the term of two of the members appointed to the first board shall be for only one year and the term of two members of the first board shall be for two years.~~ In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term.

18.35.040 - Compensation.

Members of the board shall serve without compensation.

18.35.050. - Duties and Responsibilities.

It shall be the responsibility of the board to study, investigate, ~~council and~~ develop ~~and/or update annually~~, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan shall be reviewed and/or updated biannually, or as needed. All revisions shall will be presented ~~annually~~ to the city council ~~and upon their for~~ acceptance and approval and thereafter shall constitute the official comprehensive city tree plan for the City of White Salmon, Washington.

The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work.

18.35.060 - Operation.

The board shall choose its own officers, make its own rules and regulations and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business. The ~~e~~City ~~t~~Tree ~~b~~Board shall be considered a public agency and shall observe the laws relating thereto, primarily those set forth in the Washington Public Meetings Act, RCW Ch. 42.30 and the Washington Public Records Act, RCW Ch. 42.56.

18.35.070 - ~~Street~~City Tree Species to be Planted.

Following recommendation by the ~~e~~City ~~t~~Tree ~~b~~Board, the city council shall adopt a list of acceptable and/or prohibited city street trees by a separate resolution referring to this section. The city ~~street~~ tree list may be amended by city council as necessary following recommendation of the ~~city street tree board~~ City Tree Board. No species other than those included in the current city ~~street~~ tree resolution, or (as amended) may be planted as city street trees without written permission of the ~~e~~City ~~t~~Tree ~~b~~Board.

18.35.080. - Spacing.

The spacing of ~~street city~~ trees will be in accordance with adopted resolution of acceptable city trees. ~~the three species size classes listed in the city street tree resolution, and, unless allowed in advance by the city tree board, no trees may be planted closer together than the following: Small trees, 30 feet; medium trees, 40 feet; and large trees, 50 feet; except in special plantings designed or approved by a landscape architect.~~

18.35.090 - Distance from Curb and Sidewalk.

The distance trees may be planted from curbs or curblines and sidewalks will be in accordance with the city street tree resolution, or unless allowed in advance by the ~~e~~City ~~t~~Tree ~~b~~Board and no trees may be planted closer to any curb or sidewalk than the following: Small trees, 2 feet; medium trees, 3 feet; and large trees, 4 feet.

18.35.100 - Distance from Street Corners and Fire Hydrants.

No street tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curblines. No street tree shall be planted closer than 10 feet of a fire hydrant.

18.35.110 - Utilities.

No street trees other than those species listed as small trees in Section 18.35.070 may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

18.35.120 - Public Tree Care.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary ~~to insure for~~ public safety. The City Tree Board shall be notified and consulted in a timely manner of any proposals for new plantings or removal of existing trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds. ~~or to preserve or enhance the symmetry and beauty of such public grounds and preserve view corridors to the Columbia River and Mount Hood where, in the discretion of the city tree board, such tree(s) unreasonably interfere with public views. The city tree board may consider private view sheds, but the purpose of this ordinance is to protect public and not private view sheds to tree interference.~~

The ~~e~~City ~~t~~Tree ~~b~~Board may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect or other pest.

This Section 18.35.120 does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections 18.35.070 through 18.35.110 of this ordinance. Planting of street trees within the city rights-of-way by adjacent property owners requires a right-of-way permit pursuant to WSMC 12.02.

18.35.130 - Tree Topping.

It shall be unlawful as a normal practice for any person, firm, or city department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the ~~e~~City ~~t~~Tree ~~b~~Board.

18.35.140 - Pruning, Corner Clearance.

Every owner of any tree overhanging any street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with sight distance to oncoming traffic or the visibility of any traffic control device or sign or within the clear space of eight feet above the surface of the street or sidewalk.

18.35.150 - Dead or Diseased Tree Removal on Private Property.

The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the city. The city ~~tree board~~ will notify ~~in writing~~ the owners of such trees in writing. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal on the owners' property tax notice.

18.35.160 - Removal of Stumps.

All stumps of street and park trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. Gaddis Park shall be exempt from this requirement.

18.35.170 - Interference with City Tree Board.

It shall be unlawful for any person to prevent, delay or interfere with the ~~e~~City ~~t~~Tree ~~b~~Board, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees on private grounds, as authorized in this ordinance.

~~18.35.180 - Arborists License and Bond.~~

~~It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing street or park trees within the city without first applying for and procuring a license. The license fee shall be twenty-five dollars annually in advance; provided, however, that no license shall be required of any public service company or city employee doing such work in the~~

~~pursuit of their public service endeavors. Before any license shall be issued, each applicant shall first file evidence of possession of liability insurance in the minimum amounts of three hundred thousand dollars for bodily injury and one hundred thousand dollars property damage indemnifying the city or any person injured or damaged resulting from the pursuit of such endeavors as herein described. The city may in addition require good and sufficient performance and/or maintenance bonds relating to the work to be performed and for maintenance of the trees for a reasonable time.~~

18.35.190 - Review by City Council.

The city council shall have the right to review the conduct, acts and decisions of the ~~e~~City ~~t~~Tree ~~b~~Board. Any person may appeal from any ruling or order of the ~~e~~City ~~t~~Tree ~~b~~Board to the city council who may hear the matter and make final decision.

18.35.200. - Penalty.

Any person violating any provision of this ordinance shall be, upon conviction or a plea of guilty, subject to a fine not to exceed two hundred fifty dollars, plus the city's cost to restore the tree(s) to a pre-violation condition.

SECTION 2. SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of White Salmon at a regular meeting this 6th day of January, 2021.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

File Attachments for Item:

3. Resolution 2021-01-514, Adopting List of Acceptable Trees for Planting in Public Places

a. Presentation and Discussion

b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 6, 2021
Agenda Item: Resolution 2021-01-514, Adopting List of Acceptable Trees for Planting in Public Places
Presented By: Jan Brending, Clerk Treasurer

Action Required

Adoption of Resolution 2021-01-514, Adopting List of Acceptable Trees for Planting in Public Places.

Motion

Move to adopt Resolution 2021-01-514, Adopting List of Acceptable Trees for Planting in Public Places

Explanation of Issue

WSMC 18.35.070 requires the City Tree Board to make a recommendation for a list of acceptable tree species for planting in public spaces. Exhibit A provides the recommended list. This list comes from the City of White Salmon Community Forest Management Plan that was completed in December 2018.

Staff Recommendation

Staff and the Tree Board recommend adoption of Resolution 2021-01-514 Adopting List of Acceptable Trees for Planting in Public Places.

RESOLUTION 2021-01-514

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WHITE SALMON, WASHINGTON,
ADOPTING LIST OF ACCEPTABLE TREES FOR PLANTING IN PUBLIC PLACES**

WHEREAS, the City of White Salmon has adopted and amended White Salmon Municipal Code 18.35 City Tree Ordinance; and

WHEREAS, White Salmon Municipal Code 18.35.070 requires the city tree board to recommend to the city council a list of acceptable trees that may be planted in public spaces, including parks and street rights-of-way; and

WHEREAS, White Salmon Municipal Code 18.35.080 requires the list of acceptable trees to include information regarding spacing for planting; and

NOW, THEREFORE, be it resolved by the City Council of the City of White Salmon:

1. Adopts the list of acceptable city trees attached as Exhibit A, White Salmon Tree Planting List.

ADOPTED by the Council of the City of White Salmon, Washington. Dated this 6th day of January, 2021

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Brending, Clerk Treasurer

Kenneth B. Woodrich, City Attorney

Exhibit A

White Salmon Tree Planting List

Species Name	Common Name	USDA Hardiness Zone	Drought Tolerant	Mature Height x Spread	Minimum Planting Width ¹	Benefits ²	Recommended For
<i>Abies koreana</i>	Horstmann's Korean fir	4-7	Yes	15'x15'	6ft	LL, EG	Pocket parks, LID, Streets
<i>Acer griseum</i>	Paperbark maple	2-9	No	25'x25'	2ft	LL, BF	MUTC Streets
<i>Acer saccharum</i>	Sugar maple	1-10	Yes	60'x40'	8ft+	LL, BF	Large parks, Mitigation
<i>Amelanchier grandiflora</i>	Autumn Brilliance Serviceberry	4-9	Yes	20'x15'	2ft	SL, FL, FR	Pocket parks, Streets
<i>Betula utilis</i>	Himalayan birch	3-11	No	40'x30'	4ft	LL, BF	Parks, Streets
<i>Calocedrus decurrens</i>	Incense cedar	4-8	Yes	40'x15'	8ft+	LL, EG	ROW, Parks
<i>Catalpa speciosa</i>	Northern catalpa	4-8	Yes	60'x40'	8ft	LL, FL	Parkway Streets, Parks
<i>Cedrus libani</i>	Cedar of Lebanon	5-9	Yes	100'x80'	8ft	LL, EG	ROW, Parkway Streets, Parks
<i>Cercidiphyllum japonicum</i>	Katsura tree	2-6	No	40'x40'	4ft	LL, AR	Streets, Parks
<i>Chionanthus retusus</i>	Chinese Fringe tree	5-9	Yes	20'x20'	2ft	LL, FL, AR	MUTC Streets
<i>Cladrastis kentukea</i>	Yellowwood	2-9	Yes	40'x35'	4ft	LL, AR, FL	MUTC Streets, Parks
<i>Cornus florida</i>	Eastern dogwood	2-9	No	25'x30'	2ft	SL, FR, FL	MUTC Streets

¹ 2 ft – 4 ft – 6 ft – 8ft+

² Fruits/food, Flowers/Pollinators, Shade producing, Evergreen, Bark features, Aroma, Long-lived, Short-lived.

Species Name	Common Name	USDA Hardiness Zone	Drought Tolerant	Mature Height x Spread	Minimum Planting Width ¹	Benefits ²	Recommended For
<i>Cupressus glabra</i> 'Sulphuera'	Sulphuera Arizona cypress	7-9	Yes	10'x4'	2ft	LL, EG, BF	Pocket parks, Streets
<i>Davidia involucrate</i>	Dove tree	5-8	No	30'x30'	2ft	SL, FL	MUTC Streets, Parks, LID
<i>Gleditsia triacanthos inermis</i>	Thorn-less Honey locust	4-9	Some	70'x40'	6ft	LL, SH	Parkway Streets, Parks
<i>Gymnocladus dioica</i>	Kentucky coffee tree	3-8	Yes	60'x50'	6ft	LL, BF	Large parks, ROW, LID
<i>Juniperus scopulorum</i> 'Sky Rocket'	Sky Rocket juniper	4-9	Yes	14'x2'	2ft	LL, FR, EG	MUTC Streets, Pocket Parks
<i>Koelreuteria paniculata</i>	Goldenrain tree	5-9	Some	30'x25'	4ft	SL, FL	MUTC Streets, Parks
<i>Laurus nobilis</i>	Bay laurel	1-8	No	30'x20'	4ft	SL, FL, FR, EG	Streets, ROW, LID
<i>Lithocarpus densiflorus</i>	Tanbark oak	4-7	No	60'x50'	6ft	LL, EG	Parkway Streets, Parks
<i>Picea omorika</i>	Serbian spruce	4-7	Yes	30'x8'	6ft	SL, FR, EG	LID, ROW, Parks
<i>Picea pungens</i> 'Hoopsii'	Hoopsii Colorado blue spruce	2-7	Yes	50'x20'	6ft	LL, FR, EG	LID, ROW, Parks
<i>Pinus cembra</i>	Columnar Swiss Stone pine	4-7	Yes	35'x15'	4ft	LL, EG	LID, ROW, Parks
<i>Pinus contorta</i>	Shore pine	1-7	Yes	45'x30'	6ft	LL, FR, EG	ROW, Mitigation
<i>Pinus flexilis</i>	Limber pine	4-7	Yes	60'x35'	6ft	LL, EG	LID, Parks

Species Name	Common Name	USDA Hardiness Zone	Drought Tolerant	Mature Height x Spread	Minimum Planting Width ¹	Benefits ²	Recommended For
<i>Sophora japonica</i>	Japanese Pagoda tree	4-8	No	60'x60'	8ft	LL, AR	Large parks
<i>Stewartia pseudocamellia</i>	Japanese stewartia	5-8	No	30'x30'	6ft	LL, FL	Parkway streets, ROW, Parks
<i>Styrax japonicus</i>	Japanese snowbell	5-8	No	20'x20'	6ft	SL, FL, BF	Parkway streets, ROW, Parks
<i>Thuja occidentalis</i> 'Smargard'	Emerald Green arborvitae	4-8	Yes	20'x5'	6ft	SL, EG	LID, ROW, MUTC Streets
<i>Tilia americana</i>	American basswood, or Linden	2-8	Yes	45'x30'	8ft+	LL, FL	Large parks, Parkway Streets, Mitigation
<i>Zelkova serrata</i> 'Musashino	Columnar Japanese zelkova	5-8	No	45'x15'	4ft	LL, FL, BF	ROW, MUTC Streets, Parks
<i>Quercus rubra</i>	Red oak	3-8	Yes	65'x75'	8ft	LL, SP	Large parks, Parkway streets
<i>Quercus garryana</i>	Oregon white oak	7-9	Yes	80'x80'	8ft+	LL	Large Parks, ROW, Mitigation
<i>Acer macropylum</i>	Bigleaf Maple	5-9	No	80'x100'	8ft+	LL	Large Parks, ROW, Mitigation
<i>Quercus latifolia</i>	Laurel oak	7-9	Yes	40'x50'	6ft+	LL	Large Parks, Parkway Streets
<i>Pseudotsuga menziesii</i>	Douglas fir	3-7	Yes	200'x80'	8ft+	LL	Large Parks, Mitigation

File Attachments for Item:

- 4. Ordinance 2021-01-1073, Adopting WSMC 8.60 Rental Housing Code
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 6, 2021
Agenda Item: Ordinance 2021-01-1073, Adopting WSMC 8.60 Rental Housing Code
Presented By: Jan Brending, Clerk Treasurer

Action Required

Adoption of Ordinance 2021-01-1073, Adopting WSMC 8.60 Rental Housing Code

Motion

Move to adopt Ordinance 2021-01-1073, Adopting WSMC 8.60 Rental Housing Code upon first reading.

Explanation of Issue

The City Council began working on this proposed code in 2020. Information was presented to the city council by Mayor Marla Keethler at the council's March 4 meeting. The city council asked the mayor and staff to provide additional information identifying which provisions are already part of state law. Additional information was provided to the city council at their June 17 council meeting. There was a consensus of the council to bring back a draft ordinance sometime in late summer/early fall. A draft ordinance was presented by staff to the Community Development Committee on September 21. The committee identified several areas that needed work. A revised draft was presented at the November 16 Community Development Committee meeting. The committee recommended the draft ordinance be moved to the city council with a recommendation for adoption.

The recommended protections are an effort to:

- Provide timelines that favor tenants facing eviction with a longer notice window
- Create some security around anticipated rent changes or increases
- Reinforce already mandated state level protections regarding tenant rights in general
- Allow for flexibility in upfront costs to alleviate the cost-burden on new or relocating tenants

(June 17, 2020 Agenda Memo – Tenant Protections)

Attached are illustrations of a formula for determining when a threshold is met to allow installment payments (WSMC 8.60.040.A).

Staff Recommendation

Staff and the Community Development Committee recommend adoption of Ordinance 2021-01-1073, Adopting WSMC 8.60 Rental Housing Code.

CITY OF WHITE SALMON WASHINGTON
ORDINANCE NO. 2021-01-1073
ADOPTING WHITE SALMON MUNICIPAL CODE 8.60 RENTAL HOUSING CODE

WHEREAS, the State of Washington provides state statutes regarding residential rentals, RCW 59.18 Residential Landlord Tenant Act of 1973; and

WHEREAS, the City of White Salmon desires to provide additional requirements related to residential rentals; and

WHEREAS, the City of White Salmon desires to educate tenants and landlords regarding state requirements and new city requirements related to residential rentals; and

WHEREAS, the World Health Organization's Commission on Social Determinants of Health has stated that access to quality housing is a necessary element in securing social justice and equity; and

WHEREAS, the City of White Salmon acknowledges in their Diversity Resolution that all members of our community deserve to live healthy, happy, rewarding lives, free of fear, and that safe, stable, secure housing helps achieve those aims, and

WHEREAS, the City of White Salmon's Comprehensive Plan housing goal (H-2) is to promote diversified residential opportunities for all economic levels; and

WHEREAS, the City of White Salmon's Comprehensive Plan housing policy (H-2.3) states opportunities for all economic income levels shall be encouraged, particularly workforce housing; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON DO ORDAIN:

SECTION 1. White Salmon Municipal Code 8.60 Rental Housing is hereby adopted as follows:

CHAPTER 8.60
RENTAL HOUSING CODE

Sections:

- 8.60.010 Purpose and Intent.
- 8.60.020 Definitions.
- 8.60.030 Distribution of information required.
- 8.60.040 Deposit requirements and installment payments permitted.
- 8.60.050 Notice requirement generally—reasonable accommodation request.
- 8.60.060 Notice to increase rent requirements.
- 8.60.070 Notice to vacate requirements.
- 8.60.080 Tenant relocation assistance
- 8.60.090 Compliance and enforcement.
- 8.60.100 Severability.

8.60.010 Purpose and Intent.

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

It is the City's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within White Salmon.

Throughout this chapter, Revised Code of Washington (RCW) is called out to reinforce existing law as well as new and existing White Salmon Municipal Code (WSMC). The combination of state and city code in this chapter provides a full picture of what is expected from all parties.

The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in White Salmon. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for White Salmon residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken.

8.60.020 Definitions.

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

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

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

“Days” means calendar days unless otherwise provided.

“Demolition” means the destruction of any dwelling unit. Any “demolition” as provided herein requires displacement of a tenant.

“Director” means the City Administrator, or the City Administrator’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

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

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

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

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

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

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

- A. All or any part of the real title to property; or
- B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

“Rental agreement” means a residential rental agreement as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the state RLTA in effect at the time the rental agreement is executed. As of the effective day of this ordinance, the state RLTA defines “rental agreement” as “all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.”

“Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement.

“Security deposit” does not include a fee.

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

“Tenant” means any person who is permitted to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement and includes those persons who are considered to be tenants under the state RLTA, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the state RLTA under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not include the owner of a dwelling unit or members of the owner’s immediate family.

8.60.030 Distribution of information required.

- A. Distribution of resources by landlord.
 - 1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the City, with a City of White Salmon informational website address designated by the City for the purpose of providing information about the property and its landlord, which

may include, but is not limited to, local code enforcement information relating to properties within City limits and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

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

B. Distribution of information packets by landlord.

1. The Director shall prepare and update as necessary, summaries of this chapter, the Building Code (WSMC 15.04), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.
6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

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

8.60.040 Deposit requirements and installment payments permitted.

- A. Installment payments, generally. Upon a tenant's written request, tenants may pay security deposits, non-refundable move in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2)

payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties. The city will provide a written formula to use to determine when the threshold is met to allow installment payments.

- B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.
- C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent (excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report) in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.
- D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ten-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.
- E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report. Tenant is entitled to a receipt showing itemized cost of actual screening report.
- F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.
- G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.
- H. Nothing in this Chapter 8.60 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.
- I. Furnished dwelling units are excluded from installment payments allowed for in WSMC 8.60.040(A).

8.60.050 Notice requirement generally – reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests, as required in WSMC 8.60.030, received from a tenant related to the service of any notice required by this chapter.

8.60.060 Notice to increase rent requirements.

A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

8.60.070 Notice to vacate requirements.

- A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.
- B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet.
- C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least 60 days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, notices authorized under RCW 59.12.030, as it currently exists or as hereinafter amended.
- D. Notice requirements, generally.
 - 1. Notices provided in this section shall comply with RCW 59.12.040, as it exists and as hereinafter amended.
 - 2. The notice shall list the name of the tenant and the dwelling unit number.
 - 3. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice.

When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

- E. The notices required herein do not apply when:
 - 1. A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or
 - 2. A landlord is required to repair the dwelling unit due to a violation of the Building Code, WSMC 15.04 and is found to be either derelict or unfit.

8.60.080 Tenant relocation assistance.

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

8.60.090 Compliance and enforcement.

- A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of White Salmon entered into after the date this code becomes effective, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.
2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and lawful rights to organize.
3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). This requirement shall not apply where excepted in the RLTA, such as in the event of abandonment or the other conditions set forth in RCW 59.18.310.
 - a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to:
 - (1) Give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in Section 1.95.070, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law; or
 - (2) Provide relocation assistance in a timely manner as provided in Sections 8.60.080 or 8.60.090.
 - b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.
4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

- B. Rebuttable Presumption.

1. If a landlord provides a 60-day notice to vacate under WSMC 8.60.070.C, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall

presume that the landlord intended to avoid the 120-day notice to terminate requirement in WSMC 8.60.070.B.

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

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.
2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:
 - a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;
 - b. A description of the violation and a reference to the provisions of this chapter which have been violated;
 - c. A description of the action required to comply with the provisions of this chapter;
 - d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;
 - e. A statement that penalties will accrue as provided in this chapter;
 - f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.
2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

E. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.
 - a. For a violation of Distribution of information required (WSMC 8.60.030), Deposit requirements and installment payments (WSMC 8.60.040), Notice requirement generally (WSMC 8.60.050), or Notice to increase rent requirements (WSMC 8.60.060), a landlord shall be subject to the following penalties:
 - (1) For the first violation for each affected dwelling unit, \$500; and
 - (2) For each affected dwelling unit for each subsequent violation within a three-year period, \$1,000.
 - b. For a violation of a Notice to vacate (WSMC 8.60.070) and Tenant Relocation Assistance (WSMC 8.60.080) a landlord shall be subject to the following penalties:
 - (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;
 - (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.
3. If the tenants have already relocated, but a violation of the notices required pursuant to WSMC 8.60.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.
4. The Director may waive or reduce the penalty if the landlord comes into compliance within fifteen days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.
5. Any civil penalties paid by the landlord shall be kept by the City.

F. Administrative Review by Director.

1. General. A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.
2. How to request administrative review. A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review

the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

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

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

8.60.100 Severability.

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

SECTION 2. SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of White Salmon at a regular meeting this 6th day of January, 2021.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

Scenario 1 - 3+ Month Lease		Month 1	Month 2	Month 3	Month 4
Security	\$ 500.00	\$ 3,100.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Move In Fees	\$ 100.00				
Total	\$ 600.00	No Installment (for comparison)			
Percentage	24%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$ -	\$ 3,100.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
First Month Rent	\$ 2,500.00				
Installments	No	Below 25%			
3 Monthly Installments	\$ -				

Scenario 2 - 3+ Month Lease		Month 1	Month 2	Month 3	Month 4
Security	\$ 500.00	\$ 3,533.33	\$ 3,533.33	\$ 3,533.33	\$ 2,500.00
Move In Fees	\$ 100.00				
Total	\$ 600.00	No Installment (for comparison)			
Percentage	24%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$ 2,500.00	\$ 5,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
First Month Rent	\$ 2,500.00				
Installments	Yes	Last Month Rent Charged			
3 Monthly Installments	\$ 1,033.33				

Scenario 3 - 3+ Month Lease		Month 1	Month 2	Month 3	Month 4
Security	\$ 1,000.00	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,000.00
Move In Fees	\$ -				
Total	\$ 1,000.00	No Installment (for comparison)			
Percentage	33%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$ -	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
First Month Rent	\$ 3,000.00				
Installments	Yes	% above 25%			
3 Monthly Installments	\$ 333.33				

Scenario 4 - 3+ Month Lease		Month 1	Month 2	Month 3	Month 4
Security	\$ -	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,100.00
Move In Fees	\$ -				
Total	\$ -	No Installment (for comparison)			
Percentage	0%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$ 2,100.00	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
First Month Rent	\$ 2,100.00				
Installments	Yes	Last Month Rent Charged			
3 Monthly Installments	\$ 700.00				

Scenario 5 - 3+ Month Lease			Month 1	Month 2	Month 3	Month 4
Security	\$	500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00
Move In Fees	\$	100.00				
Total	\$	600.00	No Installment (for comparison)			
Percentage		50%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$	-	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
First Month Rent	\$	1,200.00				
Installments	Yes	% above 25%				
3 Monthly Installments	\$	200.00				

Scenario 6 - Month to Month			Month 1	Month 2	Month 3	Month 4
Security	\$	500.00	\$ 4,050.00	\$ 4,050.00	\$ 2,500.00	\$ 2,500.00
Move In Fees	\$	100.00				
Total	\$	600.00	No Installment (for comparison)			
Percentage		24%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$	2,500.00	\$ 5,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
First Month Rent	\$	2,500.00				
Installments	Yes	Last Month Rent Charged				
2 Monthly Installments	\$	1,550.00				

Scenario 7 - Month to Month			Month 1	Month 2	Month 3	Month 4
Security	\$	1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
Move In Fees	\$	-				
Total	\$	1,000.00	No Installment (for comparison)			
Percentage		67%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$	-	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
First Month Rent	\$	1,500.00				
Installments	Yes	% over 25%				
2 Monthly Installments	\$	500.00				

Scenario 8 - Month to Month			Month 1	Month 2	Month 3	Month 4
Security	\$	-	\$ 2,700.00	\$ 2,700.00	\$ 1,800.00	\$ 1,800.00
Move In Fees	\$	-				
Total	\$	-	No Installment (for comparison)			
Percentage		0%	Month 1	Month 2	Month 3	Month 4
Last Month Rent	\$	1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
First Month Rent	\$	1,800.00				
Installments	Yes	Last Month Rent Charged				
2 Monthly Installments	\$	900.00				