

# White Salmon Community Development Committee Meeting

## A G E N D A

November 16, 2020 – 5:30 PM

Via Zoom Teleconference

Meeting ID: 873 8457 9926 Passcode: 143462



### Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

### Call to Order/Roll Call

### Action Items

1. Proposed Housing Rental Code, WSMC 8.60
  - a. Presentation and Discussion
  - b. Action
2. Proposed Resolution 2020, Regarding Climate Change Emergency
  - a. Presentation and Discussion
  - b. Action

Please note members of the public will be allowed to interact with the committee members during the committee meeting to ask questions or make suggestions regarding the topics on the agenda. Please use the chat or raise hand feature in Zoom to indicate that you have a comment or a question.

**File Attachments for Item:**

1. Proposed Housing Rental Code, WSMC 8.60
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: No  
Community Development  
Meeting Date: November 16, 2020  
Agenda Item: Proposed Rental Housing Code, WSMC 8.60

### **Action Required**

Review proposed Rental Housing Code, WSMC 8.60 and provide recommendations to city council regarding adoption.

### **Explanation of Issue**

The City Council has previously discussed the development of tenant protections. The attached proposed WSMC 8.60, Rental Housing Code takes the previous discussions and puts them in a code format. Staff and the city attorney have done an initial review and incorporated their changes. Staff is asking the Community Development Committee to review the proposed code and make a recommendation to the city council that it be adopted. The code will go through a final review by the city's attorney before it is scheduled for a public hearing before the city council.

The committee discussed this previously. Attached are some comments from Jim Ransier with some "calculator scenarios."

**“EXHIBIT A”**  
**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 & 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. ~~This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.~~

**Commented [JR1]:** The intent here is to make sure people know that there are large parts of this that are already existing code.

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**Commented [JR2]:** We don’t define retaliation anywhere, so removing this sentence as it is redundant.

**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” as provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

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

“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 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. (Existing RCW)

**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 and web version of a calculator to easily 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. (Existing RCW)
- 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. (Existing 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. (Existing RCW)**

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. (Existing RCW)**

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

**Commented [JR3]:** Seems like we should allow other carriers and should require delivery confirmation. I know there's some cost to that, but thinking all parties should have proof if something was delivered. Or even require signature from the carrier? **Joe**, thoughts? Also, what about email, seems like we're saying email is not acceptable here, just confirming.

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F. The notices required herein do not apply when:

1. A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the 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.

**Commented [JR4]:** This sounds like trouble to me. I think everything should be in writing only. Perhaps require the landlord to respond to any written communication from the tenants when they are being displaced (at least one round of written communication via email or mail?)

**8.60.080 Tenant relocation assistance. (Existing RCW)**

- 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). Some exceptions exist, such as Abandonment (RCW.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), and Retaliation prohibited (WSMC 8.60.090)~~, a landlord shall be subject to the following penalties:
    - (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;
    - (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.
3. If the tenants have already relocated, but a violation of the notices required pursuant to ~~Section WSMC 8.60.070 + 95.070~~ can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.
4. The Director may waive or reduce the penalty if the landlord comes into compliance within ~~ten~~ 15 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.

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2. How to request administrative review. A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.
3. Decision of Director. After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

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

**1.95.1008.6.100 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.

Commented [JR5]: Joe, this feels a little like an appeal to the appeal. Thoughts?

Commented [JR6]: Jan, not sure what to put here.

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	<b>\$ 600.00</b>	No Installment (for comparison)			
Percentage	<b>24%</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>
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	<b>\$ 600.00</b>	No Installment (for comparison)			
Percentage	<b>24%</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>
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	<b>\$ 1,000.00</b>	No Installment (for comparison)			
Percentage	<b>33%</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>
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	<b>\$ -</b>	No Installment (for comparison)			
Percentage	<b>0%</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>
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				



**File Attachments for Item:**

2. Proposed Resolution 2020, Regarding Climate Change Emergency

a. Presentation and Discussion

b. Action



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## AGENDA MEMO

Needs Legal Review: No  
Community Development  
Meeting Date: November 16, 2020  
Agenda Item: Proposed Resolution Endorsing Declaration of Climate Emergency and  
Emergency Mobilization Effort to Restore a Safe Climate

### Action Required

Review proposed resolution endorsing the declaration of climate emergency and emergency mobilization effort to restore a safe climate submitted by Community Upcycle.

### Explanation of Issue

Attached is the resolution as presented to the city council. The city council has remanded the proposed resolution back to the Community Development Committee. David Lindley, Council Member submitted comments which are attached. He referenced the Hood River resolution so it is also attached.

## RESOLUTION 2020-11-509

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, DECLARING A CLIMATE EMERGENCY AND COST-SAVING ACTION PLAN**

**WHEREAS**, the world is already seeing the impacts of a warmer climate in rising seas, and more frequent and intensifying wildfires, droughts, floods, and other extreme weather events; and

**WHEREAS**, global warming over 1.5°C above pre-industrial levels will negatively affect human health, livelihoods, food security, water supply, human security, and economic growth resulting in species loss and extinction.<sup>1</sup> In April 2016 world leaders recognized the urgent need to act by signing the Paris Agreement, agreeing to pursue “efforts to limit the temperature increase to 1.5°C”;<sup>2</sup> and

**WHEREAS**, restoring a safe and stable climate compels the City of White Salmon to participate in a global effort to rapidly and safely reduce existing greenhouse emissions and drawdown excess carbon from the atmosphere; to protect our economy, land, people, and all species; and

**WHEREAS**, the City of White Salmon acknowledges that our local community is extremely vulnerable to wildfire and that climate change intensifies the threat of increasingly severe fire events and associated public health risks; and

**WHEREAS**, the burning of fossil fuels generates local toxic emissions in addition to climate emissions, which contribute significantly to local public health costs, reduced productivity, and premature deaths; and

**WHEREAS**, the operating costs of clean-energy infrastructure, such as renewable energy generation, zero-emission vehicles, and energy efficient buildings, are lower than comparable fossil-fueled infrastructure, and the payback periods continue to decrease; and

**WHEREAS**, electric vehicles reduce emissions, dramatically cut fuel and maintenance costs, and expand the electric grid thus lowering electricity ratepayer costs; and

**WHEREAS**, clean-energy infrastructure enables independent, local energy microgrids which reduce wildfire risk, provide emergency power, and expand transportation options; and

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<sup>1</sup> IPCC, 2018: *Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty* [V. Masson-Delmotte, et al. (eds.)] <https://www.ipcc.ch/sr15/download/>

<sup>2</sup> United Nations, 2016: *Paris Agreement*. [https://unfccc.int/files/essential\\_background/convention/application/pdf/english\\_paris\\_agreement.pdf](https://unfccc.int/files/essential_background/convention/application/pdf/english_paris_agreement.pdf)

**WHEREAS**, the City of White Salmon is committed to resilient infrastructure, cost reductions, and sound municipal environmental policy; and

**WHEREAS**, the City of White Salmon recognizes the need for community education and participation in the planning and implementation of White Salmon's climate policy.

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

1. The City of White Salmon declares that a climate emergency threatens our community, our region and the world.
2. The City of White Salmon commits to take steps to:
  - a. Reduce reliance on fossil fuels in municipal operations
  - b. Pursue local policies (e.g., adopt municipal code) and reforms that promote environmental stewardship and overlapping economic sustainability;
  - c. Reduce municipal net greenhouse gas emissions with a target of reducing emissions by no less than 45% by 2030 and net zero by 2050 per Intergovernmental Panel on Climate Change guidance.<sup>3</sup>
  - d. Initiate efforts to formulate adaptation and resilience strategies in preparation for intensifying climate impacts such as wildfires;
  - e. Work on climate issues in conjunction with neighboring communities with whom we share our fragile resources.
3. That in order to reduce greenhouse gas emissions in the transportation sector (the largest generator of local greenhouse gas and toxic emissions) the City of White Salmon shall consider:
  - a. Planning for the phase out of fossil fuel using vehicles and replacing the fleet at useful life-end, with electric vehicles.
  - b. Updating building codes to be electric vehicle ready as of December 31, 2021.
  - c. Addressing the expansion of pedestrian/bicycle infrastructure

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<sup>3</sup> IPCC, 2018: *Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty* [V. Masson-Delmotte, et al. (eds.)] <https://www.ipcc.ch/sr15/download/>



4. That in order to reduce greenhouse gas emissions in the built environment (the second largest generator of local greenhouse gas emissions) White Salmon shall consider:

- a. The adoption of stricter above-code sustainable design strategies by providing resources and incentives for new construction and major renovations alongside the local electric and gas utilities and encourage builders to adopt the AIA 2030 challenge<sup>4</sup>, utilizing Zero Tool<sup>5</sup> and encouraging builders to follow current ASHRAE guidelines.<sup>6</sup>
- b. Banning all new natural gas hookups (representing the large majority of building-related emissions) for remodels or new construction for units larger than 600 square feet, as December 31, 2021.

5. The City of White Salmon commits to withdraw any city resources invested in the top 200 oil, gas and coal companies.

6. The City of White Salmon shall consider adopting local policies and incentives in its codes that pursue a net gain of trees, in recognition of the positive effects that plants and trees have on air and water quality, ecosystem biodiversity, carbon capture, and ultimately, human health.

7. The City of White Salmon commits to pursuing opportunities and funding from the Klickitat Public Utility District, Klickitat County and the State of Washington to address the climate and ecological emergency and its impacts through existing hazard mitigation and emergency management programs.

8. The City of White Salmon commits to creating a community task force and direct said task force to research, study and advise. The Task Force is to produce an annual report accessible to the public on city progress toward the above resolutions.

9. The City of White Salmon commits to public education and community participation addressing the ecological crisis.

10. The City of White Salmon commits to keeping the concerns of vulnerable communities central to all climate change mitigation planning processes and to proactively seek participation of such communities.

11. The City of White Salmon joins a call for a regional, national, and international climate emergency mobilization effort.

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<sup>4</sup> ARCHITECTURE 2030. *The 2030 Challenge*. [https://architecture2030.org/2030\\_challenges/2030-challenge/](https://architecture2030.org/2030_challenges/2030-challenge/)

<sup>5</sup> ARCHITECTURE 2030. *Zero Tool*. <http://zerotool.org/zerotool>

<sup>6</sup> Commercial ASHRAE Standard 90.1-2019, *Energy Standard for Buildings Except Low-Rise Residential Buildings*. Commercial ASHRAE, Standard 90.2-2018, *Energy Efficient Design of Low-Rise Residential Buildings*. <https://www.ashrae.org>

This resolution shall take effect after its passage by the City Council.

**ADOPTED** by the Council of the City of White Salmon, Washington. Dated this 4<sup>th</sup> day of November, 2020.

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**Marla Keethler, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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**Jan Brending, Clerk Treasurer**

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**Kenneth B. Woodrich, City Attorney**

**From:** [David Lindley](#)  
**To:** [Jan Brending](#)  
**Subject:** Climate Resolution (2020-11-059)  
**Date:** Friday, November 13, 2020 11:57:30 AM

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Jan -

Below are my thoughts on the draft Climate Resolution (2020-11-059), please share with the Community Development Committee for their consideration.

### General Comments

Consider the intent of using the word "Emergency" given it is not being utilized to invoke emergency authority, it is merely to communicate urgency or crisis. Is that the tone we want to take? Or would it be more beneficial to pass a Climate Adaptation Strategy or a Climate Resilience Plan? From my vantage, I would rather focus on clear policy direction and establishing a task force to provide direction, rather than hand waving or alarm bell ringing, I think there is plenty of that.

I think less is more at this point, consider the Resolution Hood River passed, I think it is more straightforward and doesn't box them into corners on what will or will not be considered. The current WS version seems oddly specific and general in its tone. Calling out specific things like considering banning natural gas hook-ups implies emphasis on that, which may be critical but it de-prioritizes items that aren't explicitly identified. Consider what the appropriate level of specificity on a topic is (fossil fuel use, EV, building codes, etc)

Strike specific non-relevant portions such as divestment from the "top 200 oil, gas and coal companies".

Currently the Resolution doesn't identify Climate Resiliency as an emphasis i.e. a focus on protecting/conserving the quantity and quality of municipal drinking water, promoting native vegetation on private land, promoting on-site storm-water retention, etc. Even some general mention of these actions would set the City up for initiatives in the works or areas we know we are going to need to address (White Salmon Source Reliability Study, future storm-water management efforts). If we pursue large projects in the future regarding stormwater or a drinking water source change we will need public funding and funders like to see plans or Resolutions that specifically call out such actions. The Resolution specifically calls out increased wildfire risk, we should be mindful this risk isn't just to the City proper but also to our forested municipal watershed (Buck Ck) and we could be proactively cooperating with DNR to reduce fire risk to protect the source of our drinking water.

Consider identifying some of the stakeholders who would be included in the Task Force and inviting their feedback on the Resolution language so there is buy-in from the start.

Overall, I hope the Resolution reads less like boilerplate from 350.org and other organizations and more like a specific policy focus for the City of White Salmon.

### Specific Comments

Recitals (Whereas statements) would benefit from one that ties actions or areas of consideration in the Resolution to the existing Comprehensive Plan or recent Community

Visioning outreach.

The third recital states "restoring a safe and stable climate compels...", reconsider wording, I am not sure "restoring a climate" or "stabilizing a climate" are obtainable or really the objective. In this same recital, "drawdown excess carbon" is odd phrasing, drawdown could be removed.

In Resolved section 2d, "Initiate efforts to formulate adoptions and resilience strategies..." see comments above about making this more central to Resolution, if it stays like current version, consider expanding scope beyond wildfires i.e. severe weather events, stormwater run-off, reduced water availability and drought.

Add the word inclusion in community participation whereas statement (see HR example).

In Resolved section 2e, could emphasize working in conjunction with diverse communities within the City and "neighboring communities".

The resolved sentence calling for a net gain in trees (6) could be expanded to include promotion of native, low water landscaping and rain capture.

Resolved sentence 10 calls for keeping the concerns of vulnerable communities central to all climate change mitigation planning, consider inserting "and impacts to tribal treaty resources" after vulnerable communities.

The last resolution (11) states the City of WS joins a call for a regional, national, and international climate emergency mobilization effort, this omits tribal and native calls for action which have been at the forefront.

David Lindley (he/him/his)  
City Council Position #2  
[DavidL@ci.white-salmon.wa.us](mailto:DavidL@ci.white-salmon.wa.us)  
509-830-0034

## **RESOLUTION 2019-16**

### **RESOLUTION AFFIRMING STRATEGIES TO REDUCE HOOD RIVER'S CONTRIBUTION TO GLOBAL WARMING AND TO MITIGATE THE EFFECTS OF THE CLIMATE CRISIS ON THE HEALTH AND WELFARE OF THE CITIZENS OF HOOD RIVER**

WHEREAS, in April 2016 world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C”;

WHEREAS, the world is already seeing the impacts of a warmer climate in rising seas and increased and intensifying wildfires, droughts, floods, and other extreme weather events.

WHEREAS, human activities will likely result in global warming of 1.5°C or more above pre-industrial levels<sup>i</sup>;

WHEREAS, global warming to 1.5°C above pre-industrial levels will negatively affect human health, livelihoods, food security, water supply, human security, and economic growth, and will result in species loss and extinction<sup>i</sup>;

WHEREAS, limiting global warming to 1.5°C will require rapid and far-reaching transitions in the way we manage energy, land use, urban, transportation, and industrial systems<sup>i</sup>;

WHEREAS, the City of Hood River is committed to sound municipal environmental policy and the reduction of the City's contribution of greenhouse gasses into the environment;

WHEREAS, by Resolution 2018-2, the City of Hood River affirmed its commitment to the Hood River County Energy Plan's blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use in Hood River County while reducing emissions from the burning of fossil fuels;

WHEREAS, the City of Hood River recognizes the need for full community participation and inclusion in the planning and implementation of large-scale change at all levels of government;

NOW BE IT THEREFORE RESOLVED; the City of Hood River recognizes the global climate crisis;

BE IT FURTHER RESOLVED, the City of Hood River re-affirms its support of and participation in the Hood River County Energy Plan;

BE IT FURTHER RESOLVED, the City of Hood River commits to take steps to 1) reduce reliance on fossil fuels in municipal operations and to pursue local policies (e.g., adopt municipal code) and reforms that promote environmental stewardship and sustainability; 2) reduce municipal net greenhouse gas emissions as quickly as possible with a target of reaching net zero by 2035 with appropriate financial and regulatory assistance from Hood River County,

the region, and State and Federal authorities, and 3) initiate efforts to formulate adaptation and resilience strategies in preparation for intensifying climate impacts;

BE IT FURTHER RESOLVED, the City of Hood River commits to reviewing progress and updating implementation strategies annually to allow for adaptive management;

BE IT FURTHER RESOLVED, the City of Hood River commits to partnering to educate our residents about steps that are needed to limit the magnitude and effects of global warming;

BE IT FURTHER RESOLVED, the City of Hood River underscores the need for community participation, inclusion, and support, in efforts to rapidly reduce greenhouse-gas emissions and the city's climate impact;

BE IT FURTHER RESOLVED, the City of Hood River commits to keeping the concerns of vulnerable communities central to all climate change mitigation planning processes and to inviting and encouraging such communities to actively participate in order to advocate directly for their needs;

BE IT FURTHER RESOLVED, the City of Hood River joins a nation-wide call to limit or reverse climate change at all levels of government;

BE IT FURTHER RESOLVED, the City of Hood River calls on the State of Oregon, the United States of America, and all governments and peoples worldwide to recognize the global climate crisis; and to 1) initiate efforts to reverse global warming by restoring near pre-industrial global average temperatures and greenhouse gas concentrations, 2) discourage the development of new fossil fuel infrastructure, 3) rapidly phase out all fossil fuels and the technologies which rely upon them, 4) end greenhouse gas emissions as quickly as possible, 5) initiate an effort to safely draw down carbon from the atmosphere, 6) transition to regenerative agriculture that aims to capture carbon in soil and aboveground biomass<sup>ii</sup>, and 7) create high-quality, good-paying jobs with comprehensive benefits for those who will be impacted by this transition.

Approved and Effective this 12 day of Nov. 2019.



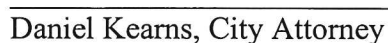
Kate McBride, Mayor

Attest:



Jenifer Gray, City Recorder

Approved as to form:



Daniel Kearns, City Attorney



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<sup>i</sup> IPCC, 2018: Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty [Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W. Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.)].

<sup>ii</sup> Kenne, G.J. and Kloot, R.W., 2019. The Carbon Sequestration Potential of Regenerative Farming Practices in South Carolina, USA. *American Journal of Climate Change*, 8(02), p.157.