



Meeting Agenda

Land Use & Environment Committee

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Thursday, April 25, 2019

5:30 PM

Council Chambers

Special Meeting

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

(Estimated Time: 0-15 Minutes)

During this portion of the meeting, citizens may address the Committee for up to three (3) minutes regarding the Committee's business meeting topics.

5. **APPROVAL OF MINUTES**

5.A [19-0393](#) Approval of March 21, 2019 Land Use & Environment Committee Meeting Minutes

Attachments: [Minutes](#)

6. **COMMITTEE BUSINESS**

6.A [19-0237](#) Downtown Design Guidelines Update Briefing

Attachments: [Link to Design Guidelines Web Page](#)

6.B [19-0248](#) Discussion of the Public Process for Input on the Development Review Process

6.C [19-0389](#) Approval of Next Steps on Renter Protections

Attachments: [Tumwater Tenant Protections Memo](#)
[Zillow Olympia Metro Rental Report](#)

7. **REPORTS AND UPDATES**

8. **ADJOURNMENT**

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City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

Land Use & Environment Committee
**Approval of March 21, 2019 Land Use &
Environment Committee Meeting Minutes**

Agenda Date: 4/25/2019
Agenda Item Number: 5.A
File Number: 19-0393

Type: minutes **Version:** 1 **Status:** In Committee

Title

Approval of March 21, 2019 Land Use & Environment Committee Meeting Minutes



Meeting Minutes

Land Use & Environment Committee

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Thursday, March 21, 2019

5:30 PM

Council Chambers

1. CALL TO ORDER

Chair Gilman Called the meeting to order at 5:35 p.m.

2. ROLL CALL

Present: 3 - Chair Clark Gilman, Committee member Nathaniel Jones and Committee member Lisa Parshley

OTHERS PRESENT

City of Olympia Community Planning and Development Staff:
Deputy Director Leonard Bauer
Home Fund Program Manager Cary Retlin

3. APPROVAL OF AGENDA

The agenda was approved.

4. PUBLIC COMMENT

The following people spoke: Bonnie Jacobs, Bob Jacobs, Kento Azegami (Downtown Neighborhood Association), Heather Burgess (Phillips Burgess LLC), Judy Bardin, Zach Kasturos (Prime Locations, LLC), Walt Jorgensen.

5. APPROVAL OF MINUTES

- 5.A** [19-0266](#) Approval of February 21, 2019 Land Use & Environment Committee Meeting Minutes

The minutes were approved.

6. COMMITTEE BUSINESS

- 6.A** [19-0254](#) Multi-Family Tax Exemption Program Requirements

Mr. Bauer and Mr. Retlin briefed the Committee on the Multi-Family Tax Exemption Program and provided a handout.

The discussion was completed.

6.B [19-0247](#) Briefing on Affordable Housing Production Tools

Mr. Bauer and Mr. Retlin provided a briefing on tools to produce affordable housing.

The information was provided.

6.C [19-0248](#) Discussion of the Public Process for Input on the Development Review
Process

**The discussion was postponed to the April 18, 2019 Land Use & Environment
Committee meeting.**

7. REPORTS AND UPDATES - None**8. ADJOURNMENT**

The meeting adjourned at 7:40 p.m.



Land Use & Environment Committee

Downtown Design Guidelines Update Briefing

Agenda Date: 4/25/2019
Agenda Item Number: 6.A
File Number: 19-0237

Type: information **Version:** 1 **Status:** In Committee

Title

Downtown Design Guidelines Update Briefing

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the Downtown design guidelines update. Briefing only; No action requested.

Report

Issue:

Whether to receive a briefing on the Downtown design guidelines Update.

Staff Contact:

Joyce Phillips, Senior Planner, Community Planning and Development, 360.570.3722

Presenter(s):

Joyce Phillips, Senior Planner, Community Planning and Development

Background and Analysis:

One of the first recommended actions to implement the Downtown Strategy (DTS) is an update to the Downtown design guidelines. These are regulations that help ensure new development and significant redevelopment projects achieve a level of design quality that is consistent with our vision as expressed in our Comprehensive Plan and Downtown Strategy.

Design guidelines address functional as well as aesthetic issues. They influence site design, building orientation, massing, architecture and other building details, as well as historic preservation. They intend for development to be compatible with neighbors; promote safety, security and livability; be environmentally responsible; promote health and pedestrian activity; and upgrade the physical attractiveness of a development.

The City retained MAKERS consultants to assist with updating Downtown design guidelines. The consultant has reviewed all comments received on the working draft of the update and a final draft has been prepared for a final round of internal review by the current planning staff.

Along with the proposed downtown design guideline update, staff will propose view protection measures guided by the Downtown Strategy, which will include amendments to Title 18, Unified Development Code, of the Olympia Municipal Code.

PROCESS SO FAR

- The following steps have been completed:
- City hosted a public workshop on design preferences (4/17/17)
- A design technical work group (TWG) met seven times to analyze potential updates
- Planning staff analyzed draft proposals
- The consultant and staff met with:
 - The Design Review Board (2/9/17; 3/22/18)
 - Olympia Heritage Commission (3/22/17; 3/28/18)
 - Eastside Neighborhood Association (3/21/18)
 - Olympia Avenue Historic Neighborhood (4/11/18)
 - Port of Olympia staff (4/13/18)
 - Downtown Neighborhood Association (5/10/18)
 - Olympia Downtown Alliance Design Committee (4/11/18; 5/9/18)
 - Some local developers and architects (various)
 - Property owners affected by proposed view protection measures (various)
- The City hosted a public open house to present the working draft (4/18/18)
- Public comment period on working draft (open through 3/28/18-4/30/18)

Related work included amending the Comprehensive Plan to memorialize the landmark views identified as being important in the adopted Downtown Strategy. Additionally, City staff has sent the draft amendments to the Washington State Department of Commerce with a 'Notice of Intent to Adopt' amendments to the city's development regulations.

NEXT STEPS

1. Issue Public Hearing Draft
2. Legal review
3. SEPA Determination
4. Planning Commission briefing and Public Hearing
5. Forward ordinance and OPC recommendation to City Council

Neighborhood/Community Interests (if known):

An estimated 3,500 people engaged in formation of the Downtown Strategy through workshops and online, including input about overall urban design preferences for Downtown. A link to the summary of public input from the April 17, 2017, workshop is at the attached website.

Options:

Discussion only.

Financial Impact:

Included as part of the \$50,000 budget for updating Downtown design guidelines. An additional contract for up to \$8,000 allows for additional public outreach and meetings. This contract is set to

Type: information **Version:** 1 **Status:** In Committee

expire in June of 2019. Depending on staff availability, it is possible that an extension may be needed to keep the consultants onboard through the public hearing process.

Attachments:

[Link to Downtown Design Guidelines Web Page](#)

Home » City Government » Codes, Plans & Standards » DT Design Guidelines

Downtown Design Guidelines

Featured Links

- [Scope of Work](#)
- [Input from Phase 1](#)

Navigation

- [Codes, Plans & Standards](#)
- [DT Design Guidelines](#)
- [Municipal Code](#)
- [Olympia Comprehensive Plan](#)
- [OPD General Orders](#)

feedback



What are Design Guidelines?

Design guidelines are regulations applied to development projects. They intend for projects to upgrade physical attractiveness; be compatible with neighbors; promote safety, security and livability; be environmentally responsible; and promote health and pedestrian activity.

Design guidelines address a variety of topics:

- **Site Planning:** Orientation to the street, location of driveways, entries
- **Site Design:** Landscaping, lighting, and pedestrian open space
- **Building Design:** Character, architectural elements, details, and materials

Downtown Design Guidelines Update

The City is updating the design guidelines for downtown. This action was recommended in the Downtown Strategy to simplify the organization, promote a more urban design quality and be compatible with the strategy's character areas.

Draft Design Guidelines

With help from a [technical work group](#), City staff and consultants from MAKERS have prepared a working draft of the new guidelines. This version considers all comments received through April 2018. Planners are completing a technical review before the Planning Commission's public hearing draft is complete. The Commission is expected to hold a public hearing this fall.

[DRAFT Design Guidelines](#)

[Comment on the Draft Guidelines](#)

Summary Handouts

[Major Changes](#)

[Historic Properties](#)

[View Protection](#)

[Residential Open Space](#)

Planning Projects
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Comprehensive Plan
OUR COMMUNITY'S GUIDE FOR THE FUTURE

City Calendar

- 4/18** - 5:30 p.m. [Cancelled](#)
- 4/20** - 9:30 a.m. [Homelessness Response Workshop](#)
- 4/22** - 6:30 p.m. [Hearing Examiner](#)
- 4/23** - 6:00 p.m. [Olympia Metropolitan Parks District Board](#)
- 4/23** - 7:00 p.m. [City Council Meeting](#)

→ [View full calendar...](#)

City Updates

INTRODUCING ENGAGE OLYMPIA Engage Olympia is the place for citizens to get involved, participate in community decisions and provide ideas and feedback on a variety of City projects and topics affecting our community. We work better, smarter and stronger with community input. Go to [EngageOlympia.com](#) to sign up and engage now!

ADDRESSING HOMELESSNESS Visit our updated [Homelessness web page](#) for the latest on the City's immediate, emergency actions and work toward long-term solutions.

KAISER WOODS MOUNTAIN BIKE PARK The Parks department is planning to build mountain bike trails at Kaiser Woods Park and wants your input. View the presentation, take the survey, and suggest a name for the park by May 6. [More...](#)

SEA LEVEL RISE The final Sea Level Rise Response Plan is now available. [More...](#)

2019 PRELIMINARY OPERATING BUDGET The 2019 Preliminary Operating Budget is now available. [More...](#)

2019-2024 ADOPTED CAPITAL FACILITIES PLAN The [2019-2024 Capital Facilities Plan \(CFP\)](#) is now available. [More...](#)

OLYMPIA MUNICIPAL CODE

- [□ Street Front Requirements](#)
- [□ Design Guideline Basics](#)
- [□ Development Codes Overview](#)
- [□ Other Topics & How They Are Addressed](#)

Quick link to codes and standards including [Olympia Municipal Code](#).

MEETINGS [Agenda and Minutes](#) for City Council and most advisory committees.

Questions?

Contact Amy Buckler at 360.570.5847 or abuckler@ci.olympia.wa.us

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Land Use & Environment Committee

Discussion of the Public Process for Input on the Development Review Process

Agenda Date: 4/25/2019
Agenda Item Number: 6.B
File Number: 19-0248

Type: discussion **Version:** 1 **Status:** In Committee

Title

Discussion of the Public Process for Input on the Development Review Process

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Discuss the public process for input on the development review process, and provide staff with feedback and direction.

Report

Issue:

Whether to discuss and provide staff with feedback and direction regarding the public process for input on development review projects.

Staff Contact:

Leonard Bauer, Deputy Director, Community Planning and Development Department 360.753.8206

Presenter(s):

Leonard Bauer, Deputy Director, Community Planning and Development Department
Tim Smith, Planning Manager, Community Planning and Development Department

Background and Analysis:

Provide staff with feedback and direction regarding the development review process and how the public is able to provide input into the process.

Neighborhood/Community Interests:

Development review process effect the entire City.

Options:

Discussion only.

Financial Impact:

Type: discussion **Version:** 1 **Status:** In Committee

N/A

Attachments:

None



Land Use & Environment Committee

Approval of Next Steps on Renter Protections

Agenda Date: 4/25/2019
Agenda Item Number: 6.C
File Number: 19-0389

Type: recommendation **Version:** 2 **Status:** In Committee

Title

Approval of Next Steps on Renter Protections

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Discuss a potential collaboration with the cities of Tumwater and Lacey on renter protections that will include community engagement and provide staff direction.

Report

Issue:

Whether to discuss and provide direction on a potential collaboration with the City of Tumwater and the City of Lacey on renter protections.

Staff Contact:

Cary Retlin, Home Fund Manager, Community Planning & Development, 360.570.3956

Presenter(s):

Cary Retlin, Home Fund Manager

Background and Analysis:

Many cities have added local renter protections to enhance and modernize elements of the Residential Landlord-Tenant Act (RCW 59.18). Cities are making these changes to reduce the negative impacts of increasing rents and low vacancy rates.

The Urban Cities Ad Hoc on Housing and Homelessness met on Thursday April 11 (Councilmembers Cooper and Rollins attended). Tumwater staff presented a list of potential changes (attached) that Tumwater Council ranked based on ease of implementation.

Urban Cities Ad Hoc discussed and supported the idea of collaborating between the three cities to gather public input on this topic and identify a slate of protections to bring to each city.

Neighborhood/Community Interests (if known):

Type: recommendation **Version:** 2 **Status:** In Committee

This topic will be of high interest to landlords, property managers and renters - who are now 53 percent of Olympia's residents.

Options:

1. Direct staff to collaborate with Tumwater and Lacey on collaborative staffing and community conversations about renter protections
2. Direct staff to take other action
3. Take no action

Financial Impact:

N/A

Attachments:

March 27 Memo re: Potential Measures for Addressing Tenant Protections
February 2019 Olympia Metro Rental Market Overview



Memorandum

Date: March 27, 2019

To: Jacob Ewing, Ryan Andrews, and Rick Walk, City of Lacey
Cary Retlin, Schelli Slaughter, Leonard Bauer, and Keith Stahley, City of Olympia
Keylee Marineau, Thurston County

From: Brad Medrud, Planning Manager

Subject: Potential Measures for Addressing Tenant Protection Issues

Issue

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

This memorandum discusses potential actions that could be taken on a regional or City-by-City basis to address tenant protection issues.

The Tumwater City Council discussed the memorandum at a worksession on March 26, 2019 and moved one potential action from the yellow to green category.

Objective

A City of Tumwater work group discussed potential ways to address the following action item from Resolution No. R2018-016:

GOAL: Boost Housing Affordability

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

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

The City work group, which included Councilmember Michael Althaus, City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Housing Consultant Paul Knox, and Planning Manager Brad Medrud, explored a range of potential measures to address this action item, so that the Tumwater City Council could make an informed decision on which measures to pursue.

Background

The City of Tumwater work group met on December 18, 2018, January 17, 2019, February 19, 2019, and March 12, 2019 to review the City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices* as well as the state's requirements and what other jurisdictions are doing to address this action item. The work group discussed the potential measures in the tables below and evaluated what further steps would be needed to develop and determine their viability.

The two tables outlined the potential measures the Tumwater City Council could consider to address the action item above. The first table summarizes the measures that could be considered in amendments to the Tumwater Municipal Code and the second table goes over measures that could be addressed through education and communication efforts led by the City. Each of the measures was given a color that indicates whether the work group thought that it should be discussed with the Tumwater City Council now (**green**), after other issues are resolved (**yellow**), or after all other measures have been considered (**red**).

The City of Tumwater work group suggests that there should be conversations with tenant, housing advocates, such as the city of Tacoma and Homes First and property owners, landlords, and real estate management companies, to review and provide comment on the measures considered. The list or measures would also be sent to housing staff at Thurston County and the Cities of Lacey and Olympia to get their thoughts. Some of the measures would potentially involve registration of property owners providing rental units to gather information on number of units and a contact for education and updates on City programs.

Table 1a: Measures Considered for Amendments to Tumwater Municipal Code – Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
1	Prohibit use of online bidding platforms	<ul style="list-style-type: none"> • Easy policy decision • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Is this addressing an issue in the City? • Potentially difficult to enforce 	<ul style="list-style-type: none"> • Would need communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” 	<p>“Rental housing bidding platform” or “platform” means a person that connects potential tenants and landlords via an application based or online platform to facilitate rental housing auctions wherein potential tenants submit competing bids on certain lease provisions including but not limited to housing costs and lease term, to landlords for approval or denial. Merely publishing a rental housing advertisement does not make a person a rental housing bidding platform.</p> <p>XX.XX.XXX Use of online or application based rental housing bidding services prohibited. <u>Landlords and potential tenants are prohibited from using rental housing bidding platforms for real property located in city limits.</u></p>	Green
2	Require landlords to distribute certain housing related information, including rights and responsibilities to tenants	<ul style="list-style-type: none"> • Easy policy decision • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • May need to require landlord registration • Would need to develop set of standard required info • Better landlord and tenant education • Would need communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” 	<p>XX.XX.XXX Distribution of information required.</p> <p>A. Distribution of resources by landlord.</p> <ol style="list-style-type: none"> 1. <u>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 informational website address designated by the City for the purpose of providing information about the property and its landlord.</u> 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. <p>B. Distribution of information packets by landlord</p> <ol style="list-style-type: none"> 1. The Director shall prepare and update as necessary, summaries of this chapter, the _____ (TMC _____), 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 within 30 days after the summaries are made available by the City, landlords shall 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, which may be 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. <p>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.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
3	Require that deposits, as well as recurring and one time fees be in written agreements	<ul style="list-style-type: none"> Required in Residential Landlord-Tenant Act (RLTA) (RCW 59.18) for leases one year and longer Standard leases already include these Best if cross jurisdictional Could include in as part of Measure #2 	<ul style="list-style-type: none"> How would this be enforced? How would this address month-to-month leases and leases of less than a year? Not clear if necessary 	<ul style="list-style-type: none"> Would need communications strategy Could be addressed as part of a new "Rental Housing Code" chapter in Title 5 "Business Taxes, Licenses and Regulations" 	<p>"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.</p> <p>XX.XX.XXX Deposit requirements and installment payments permitted.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>H. Nothing in TMC Chapter _____ prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
4	Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties	<ul style="list-style-type: none"> • Would be tied to other municipal code measures • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Only applicable to municipal ordinances • Would likely be applicable only if a court case is filed 	<ul style="list-style-type: none"> • If City provides education packet and requires information • Tied to 120-day • Would need communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” • Civil penalties would likely be available a deterrent 	<p>XX.XX.XXX Compliance and enforcement.</p> <p>A. Compliance.</p> <ol style="list-style-type: none"> 1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter. 2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize. 3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). <ol style="list-style-type: none"> a. <u>In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, 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.</u> 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. 	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
5	Prohibit waiving of city requirements	<ul style="list-style-type: none"> • Same waiver protections for municipal requirements as Residential Landlord-Tenant Act (RLTA) (RCW 59.18) • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Court case 	<ul style="list-style-type: none"> • Is this needed if policies are set? • Would need communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” • Civil penalties would likely be available a deterrent 	<p>XX.XX.XXX Compliance and enforcement.</p> <p>A. Compliance.</p> <ol style="list-style-type: none"> 1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter. 2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize. 3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). <ol style="list-style-type: none"> a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law. b. <u>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.</u> 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. 	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
6	Prohibit retaliation	<ul style="list-style-type: none"> Protects those who seek to pursue their legal rights for municipal law as Residential Landlord-Tenant Act (RLTA) (RCW 59.18) Best if cross jurisdictional 	<ul style="list-style-type: none"> Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> Would need communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” Civil penalties would likely be available a deterrent 	<p>XX.XX.XXX Compliance and enforcement.</p> <p>A. Compliance.</p> <ol style="list-style-type: none"> Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter. <u>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 their lawful rights to organize.</u> 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). <ol style="list-style-type: none"> In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, 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. 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. 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. 	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
7	Require notification a set number of days prior to eviction due or a notice of rental increase over a particular cap and of no-cause eviction	<ul style="list-style-type: none"> • Seattle not challenged on their timeline requirements • Could set policy for all rent increases • Makes the most impact • Best if cross jurisdictional 	<ul style="list-style-type: none"> • How would this address month-to-month leases and leases of less than a year? • May incentivize regular percentage increases under threshold • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • Study further • What would be the best amount of time? 60 or 90 days may be most useful • When would be the best situations? • Tacoma and Seattle have this • Related to the no cause eviction • Would need major communications strategy • Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” 	<p>XX.XX.XXX Notice to vacate requirements.</p> <p>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.</p> <p>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.</p> <p>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, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.</p> <p>D. Notice requirements, generally.</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>F. The notices required herein do not apply when:</p> <ol style="list-style-type: none"> 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 _____, TMC _____, and is found to be either derelict or unfit. <p>XX.XX.XXX Notice to increase rent requirements.</p> <p>A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
8	Require notification a set number of days prior to any rent increase	<ul style="list-style-type: none"> Makes the most impact Best if cross jurisdictional 	<ul style="list-style-type: none"> Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> 90 days would best Would need major communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” 	<p>XX.XX.XXX Notice to increase rent requirements. A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.</p>	Green
9	Require a landlord to allow a tenant to pay the deposit and move in fees over a period of up to a number of months and allow tenants the ability to pay security and last month rent over a period of three months after moving in in lieu of upfront so there is less initial barrier to entry	<ul style="list-style-type: none"> Would help address the economic issues Very helpful for low or moderate income renters Address month to month costs Best if cross jurisdictional 	<ul style="list-style-type: none"> Has this been challenged? Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> Tied to term of lease Payment period could be over three to four months Would need major communications strategy Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” 	<p>XX.XX.XXX Deposit requirements and installment payments permitted. A. Installment payments, generally. Upon a tenant’s written request, tenants may pay security deposits, non-refundable move-in fees, and/or last month’s rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month’s rent for the tenant’s dwelling unit; and (2) payment of last month’s rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties. B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy. C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy. D. A tenant’s failure to pay a security deposit, non-refundable move-in fees, and last month’s rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 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. [...]</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
10	Add source of income protections in housing rental code	<ul style="list-style-type: none"> • Easy policy change • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • Source of income protected under state law (RCW 59.18.255) • “Fair chance housing” • Would need communications strategy • Proposed code amendments to TMC 5.70 “Unfair Housing Practices” and as part of new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations” 	<p>Q. “Source of income” includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, other programs administered by any federal, state, local, or nonprofit entity, and wages, interest, dividends, or other remunerations. “Source of income” does not include income derived in an illegal manner.</p> <p>In Chapter 5.70 TMC, substitute “source of income” for the current phrase “use of federal housing assistance”</p>	Green
11	Add immigration status protections in housing rental code	<ul style="list-style-type: none"> • Easy policy change • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce • Potential conflict with federal law 	<ul style="list-style-type: none"> • Source of income protected under state law, but not immigration status • “Fair chance housing” 	<ul style="list-style-type: none"> • Would need communications strategy 	Green

Table 1b: Measures Considered for Amendments to Tumwater Municipal Code – Yellow

None.

Table 1c: Measures Considered for Amendments to Tumwater Municipal Code – Red

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
12	Limit fees a landlord could charge	<ul style="list-style-type: none"> • Would help address economic issues • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Regulating actual business decisions • Potentially difficult to communicate or enforce • How would fees be justified? • Needs further research 	<ul style="list-style-type: none"> • Possible limits on nonrefundable fees • Security deposit would not be more than one month's rent • Would need major communications strategy • No action will be taken on this option for now 	Red
13	First-in-time tenancy required	<ul style="list-style-type: none"> • First qualified applicant accepted • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Current City of Seattle litigation • Difficult to communicate and enforce • May not address economic issues • Would need source of income 	<ul style="list-style-type: none"> • Can the City purchase a database of owners of rental property? • Would need major communications strategy • No action will be taken on this option until City of Seattle litigation is resolved 	Red
14	Add criminal conviction status protections in housing rental code	<ul style="list-style-type: none"> • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Potentially difficult to communicate or enforce 	<ul style="list-style-type: none"> • Source of income protected under state law, but not criminal conviction status • "Fair chance housing" • Seattle includes criminal conviction status • Would need major communications strategy • No action will be taken on this option 	Red
15	Require landlords to show good cause to terminate a month-to-month tenancy and to refuse to renew a fixed term tenancy	<ul style="list-style-type: none"> • Best if cross jurisdictional 	<ul style="list-style-type: none"> • Often tenants appreciate month to month flexibility • Potentially difficult to communicate or enforce • Takings analysis required 	<ul style="list-style-type: none"> • Add this to notice requirements discussion elsewhere in this table • Would need major communications strategy • Is this legal? • No action will be taken on this option 	Red

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
16	Tenant relocation assistance fund	<ul style="list-style-type: none"> Addresses economic relocation Not for cause 	<ul style="list-style-type: none"> Would need more study to determine criteria and funding Current City of Portland litigation 	<ul style="list-style-type: none"> Could be property owner funded Some programs go through a municipality, while other directly to a tenant Would need major communications strategy No action will be taken on this option 	Red
17	Provide relocation payment for any low-income tenant displaced by the reasons in Measure #7	<ul style="list-style-type: none"> Best if cross jurisdictional 	<ul style="list-style-type: none"> Potentially difficult to communicate or enforce Could be a disincentive to property fixes or improvements Would need an income standard 	<ul style="list-style-type: none"> Long term Would need major communications strategy No action will be taken on this option 	Red

Table 2: Measures Considered for Education and Communication

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
1	Create a list of landlords for communication regarding notices and enforcement	<ul style="list-style-type: none"> A list will be needed to make existing and proposed regulations effective 	<ul style="list-style-type: none"> Potentially difficult to generate 	<ul style="list-style-type: none"> List would include name, contact information, number of units, and location of units Would need communications strategy 	Green
2	Contract with Dispute Resolution Center for tenant and landlord conflict resolution services	<ul style="list-style-type: none"> Easy service to test for use 	<ul style="list-style-type: none"> No clear incentives for sides to engage once in conflict Landlord has upper hand in power dynamic Cost of Dispute Resolution Center services 	<ul style="list-style-type: none"> City would pay full or subsidized cost up to a particular amount Prices range on length of interaction Would need communications strategy 	Green

FEBRUARY 2019

Olympia Metro

National Rents

Current: \$1,472
 Monthly Change: 0.3%
 Annual Change: 2.4%

Olympia Metro Rents

Current: \$1,697
 Monthly Change: 0.1%
 Annual Change: 5.8%

Breakeven Horizon

2.1 years

Major Cities - Rents

Olympia

Current: \$1,668
 Monthly Change: 0.2%
 Annual Change: 5.1%
 Breakeven Horizon: 2.2 years

Lacey

Current: \$1,643
 Monthly Change: 0.2%
 Annual Change: 5.7%
 Breakeven Horizon: 2 years

Yelm

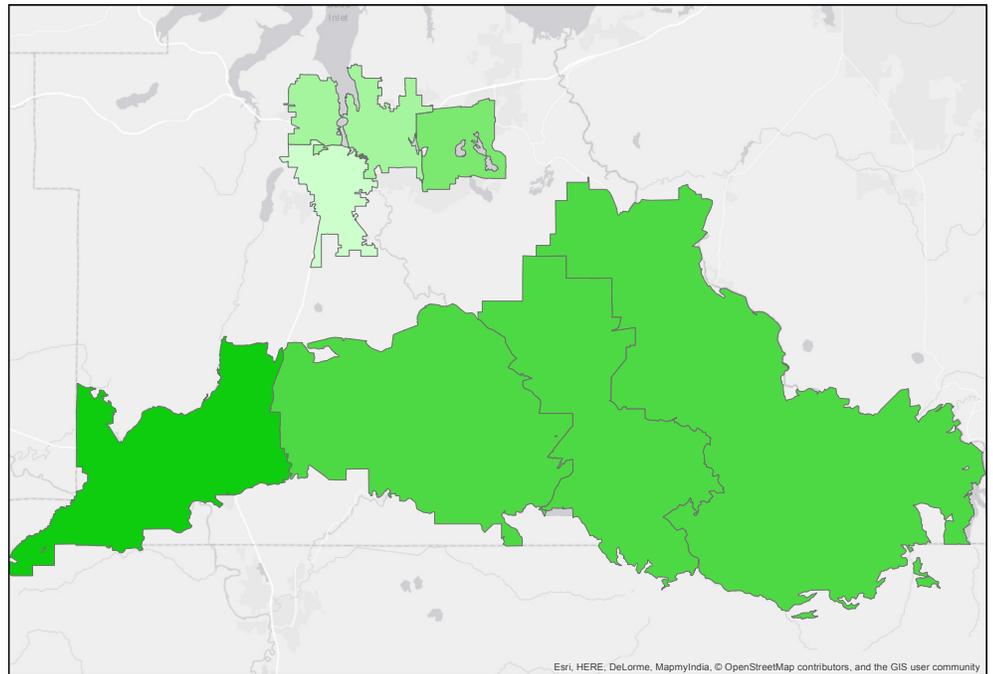
Current: \$1,601
 Monthly Change: 0.3%
 Annual Change: 6.2%
 Breakeven Horizon: 1.7 years

Tumwater

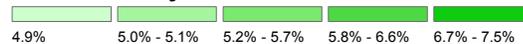
Current: \$1,665
 Monthly Change: 0.2%
 Annual Change: 4.9%
 Breakeven Horizon: 2.1 years

Rochester

Current: \$1,652
 Monthly Change: 0.2%
 Annual Change: 7.5%
 Breakeven Horizon: 2.1 years



City ZRI Year-over-Year



Metro Cities: Top/Bottom by Annual Rent Appreciation

Top:

Rochester 7.5%
 Tenino 6.6%
 Yelm 6.2%
 Rainier 6.1%
 Lacey 5.7%

Bottom:

Tumwater 4.9%
 Olympia 5.1%
 Lacey 5.7%
 Rainier 6.1%
 Yelm 6.2%

Metro Neighborhoods: Top/Bottom by Annual Rent Appreciation

Top:

Northwest 6%
 South Westside 5.8%
 Eastside 5.6%
 South Captol 5%
 North East 4.7%

Bottom:

Cain Road 1.6%
 North East 4.7%
 South Captol 5%
 Eastside 5.6%
 South Westside 5.8%

How do we measure rents? To track rents, we use the Zillow Rent Index (ZRI). The ZRI is the midpoint of estimated rents in a given region. Half the estimated rental prices are above this number and half are below.

What is the Breakeven Horizon? The Breakeven Horizon is the number of years you must live in a home before owning the same home becomes more financially advantageous than renting the home. For example, if 'City X' had a Breakeven Horizon of 5.5 years, it is financially better for you to rent in 'City X' unless you plan on living there for more than 5.5 years.

Largest Cities Covered by Zillow

	Breakeven Horizon (yrs)	Rents (ZRI) All Homes (\$)	Rents (ZRI) YoY (%)	Median rent list price (\$)	Rent estimate/sq. ft. (\$)		Breakeven Horizon (yrs)	Rents (ZRI) All Homes (\$)	Rents (ZRI) YoY (%)	Median rent list price (\$)	Rent estimate/sq. ft. (\$)
Lacey	2	1,643	5.7	1,700	1	Woodway	2.3	1,711	-3.1		0.8
Olympia	2.2	1,668	5.1	1,680	1						
Rainier	1.8	1,648	6.1		1						
Rochester	2.1	1,652	7.5		1						
Tenino	2	1,656	6.6		1						
Tumwater	2.1	1,665	4.9		1						
Yelm	1.7	1,601	6.2		1						

Largest Neighborhoods Covered by Zillow

	Breakeven Horizon (yrs)	Rents (ZRI) All Homes (\$)	Rents (ZRI) YoY (%)	Median rent list price (\$)	Rent estimate/sq. ft. (\$)		Breakeven Horizon (yrs)	Rents (ZRI) All Homes (\$)	Rents (ZRI) YoY (%)	Median rent list price (\$)	Rent estimate/sq. ft. (\$)
Cain Road	2.3	1,894	1.6		0.9						
Eastside	2.1	1,544	5.6		1.2						
North East	2.1	1,599	4.7		1.1						
Northwest	2.1	1,590	6		1.2						
South Captol	2.4	1,820	5		1						
South Westside	2.1	1,590	5.8		1.1						

*Top cities and neighborhoods by size within the metro are listed. Additional counties, cities, neighborhoods and zip codes may be available online at www.zillow.com/research/data or by emailing press@zillow.com

Zillow Research:

Zillow® is the leading real estate and rental marketplace dedicated to empowering consumers with data, inspiration and knowledge around the place they call home, and connecting them with the best local professionals who can help. In addition, Zillow operates an industry-leading economics and analytics bureau led by Zillow's Chief Economist Dr. Svenja Gudell. Dr. Gudell and her team of economists and data analysts produce extensive housing data and research covering more than 450 markets at Zillow Real Estate Research. Zillow also sponsors the quarterly Zillow Home Price Expectations Survey, which asks more than 100 leading economists, real estate experts and investment and market strategists to predict the path of the Zillow Home Value Index over the next five years. Zillow also sponsors the bi-annual Zillow Housing Confidence Index (ZHCI) which measures consumer confidence in local housing markets, both currently and over time. Launched in 2006, Zillow is owned and operated by Zillow Group (NASDAQ: Z), and headquartered in Seattle.